



An agency of the Government of Ontario



Un organisme du gouvernement de l'Ontario

Ontario Heritage Trust heritage conservation easement property

Under Ontario Heritage Act section 10 (1) (c), the Trust may enter into agreements, covenants and easements with owners of real property or interests in real property for the conservation, protection and preservation of the heritage of Ontario. Under section 22 (1), any easement or covenant entered into by the Trust may be registered against the real property affected in the proper land registry office.

Conservation easements are voluntary legal agreements between heritage property owners and the Ontario Heritage Trust that protect significant features of a property. The terms of the easement are registered on the property title and apply to the easement donor and all future owners of the property. Easements allow the Trust to protect a heritage site without owning it. They also offer conservation-minded Ontarians an opportunity to permanently protect the heritage value of their property while continuing to enjoy it.

This document was retrieved from the Ontario Heritage Act Register, which is accessible through the website of the Ontario Heritage Trust at www.heritagetrust.on.ca.

Bien faisant l'objet d'une servitude de conservation du patrimoine par la Fiducie du patrimoine ontarien

En vertu de l'alinéa 10(1)c) de la *Loi sur le patrimoine de l'Ontario*, la Fiducie peut conclure des ententes et des engagements avec les propriétaires de biens immeubles ou les titulaires des droits qui s'y rattachent, et constituer des servitudes avec eux, en vue de la conservation, de la protection et de la préservation du patrimoine de l'Ontario. En vertu du paragraphe 22(1), les servitudes constituées ou les engagements conclus par la Fiducie peuvent être enregistrés sur les biens immeubles visés au bureau d'enregistrement immobilier approprié.

Les servitudes protectrices du patrimoine sont des ententes juridiques volontaires conclues entre les propriétaires de biens patrimoniaux et la Fiducie du patrimoine ontarien. Elles visent à protéger les caractéristiques importantes d'une propriété. Les conditions de la servitude sont enregistrées sur le titre de propriété et s'appliquent au donateur de même qu'à tous les propriétaires futurs. Les servitudes permettent à la Fiducie de protéger un site du patrimoine sans avoir à en devenir propriétaire. Elles offrent aussi l'occasion aux adeptes de la conservation en Ontario de protéger de façon permanente le caractère patrimonial de leurs propriétés, tout en pouvant continuer à en jouir.

Ce document est tiré du registre tenu aux fins de la *Loi sur le patrimoine de l'Ontario*, accessible à partir du site Web de la Fiducie du patrimoine ontarien au www.heritagetrust.on.ca.

<p style="writing-mode: vertical-rl; transform: rotate(180deg); font-size: small;">FOR OFFICE USE ONLY</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">158733</p> <p style="text-align: center; font-size: small;">CERTIFICATE OF REGISTRATION CERTIFICAT D'ENREGISTREMENT NIPISSING 33</p> <p style="text-align: center; font-size: small;">'01 MAR 23 PM 2 59</p> <p style="text-align: center; font-size: small;">S. O. HALL LAND REGISTRAR/REGISTRATEUR</p> <p style="font-size: small;">New Property Identifiers</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p> <p style="font-size: small;">Executions</p> <p style="font-size: small;">Additional: See Schedule <input type="checkbox"/></p>	(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/>	(2) Page 1 of 12 pages	
	(3) Property Identifier(s)	Block _____ Property _____	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document <p style="text-align: center; font-weight: bold;">HERITAGE EASEMENT AGREEMENT Ontario Heritage Act, section 22</p>		
	(5) Consideration <p style="text-align: center; font-weight: bold;">TWO Dollars \$ 2.00</p>		
	(6) Description <p style="font-weight: bold;">part Lot 20 Concession D Widdifield: Part 14 Plan 36R-10781</p> <p style="font-weight: bold;">City of North Bay District of Nipissing Registry Division of Nipissing</p>		
	(6) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(8) This Document provides as follows:

Covenants and easements pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1990, c.O.18.

See Easement Agreement attached.

Continued on Schedule

(9) This Document Relates to Instrument number(s)

(10) Party(ies) (Set out Status or Interest)		Date of Signature						
Name(s) ONTARIO HERITAGE FOUNDATION by its solicitor	Signature(s) Dana O. Hall	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td>2001</td> <td>03</td> <td>14</td> </tr> </table>	Y	M	D	2001	03	14
Y	M	D						
2001	03	14						

(11) Address for Service
 Ontario Heritage Centre, 10 Adelaide Street East, Toronto ON M5C 1J3

(12) Party(ies) (Set out Status or Interest)		Date of Signature						
Name(s) THE CORPORATION OF THE CITY OF NORTH BAY (owner)	Signature(s)	<table border="1" style="width:100%; border-collapse: collapse; text-align: center;"> <tr> <th>Y</th> <th>M</th> <th>D</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	Y	M	D			
Y	M	D						

(13) Address for Service
 200 McIntyre Street East PO Box 360, North Bay ON P1B 8H8

(16) Municipal Address of Property CPR Station 100 Ferguson Street North Bay ON P1B 1W8	(17) Document Prepared by: DANA O. HALL, Counsel Legal Services Branch Ministry of Tourism, Culture and Recreation 400 University Avenue F5 Toronto ON M7A 2R9 (dp)	<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; font-size: small;">Fees and Tax</th> </tr> </thead> <tbody> <tr> <td style="font-size: small;">Registration Fee</td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td style="font-weight: bold; font-size: small;">Total</td> <td> </td> </tr> </tbody> </table>	Fees and Tax		Registration Fee								Total	
Fees and Tax														
Registration Fee														
Total														

THIS EASEMENT AGREEMENT dated as of the *2nd* day of *March* 2001.

B E T W E E N:

THE CORPORATION OF THE CITY OF NORTH BAY
(the "Owner")

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
a body corporate continued by the *Ontario Heritage Act*, R.S.O. 1990, c.O18,
(the "Foundation")

OF THE SECOND PART.

WHEREAS:

the Owner is the registered owner of certain lands and premises situated in the City of North Bay in the District of Nipissing, being composed of part Lot 14 Concession D Widdifield and more particularly described in **Appendix "A"** attached hereto (the "Property");

by section 7(c) of the *Ontario Heritage Act*, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

by section 10 (1) (b) of the *Ontario Heritage Act*, the Foundation is entitled to enter into agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

by section 22 of the *Ontario Heritage Act*, such covenants and easements entered into by the Foundation, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Foundation or its assignee against the Owner or any subsequent owners of the real property, even where the Foundation owns no other land which would be accommodated or benefitted by such covenants and easements;

there is situate on the Property a station building commonly known as the Canadian Pacific Station (the "Building");

the Owner and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property and the present historical, architectural, aesthetic and scenic character and condition of the exterior of the Building together with the interior of the Building, which interior features are shown/described in **Appendix "B"** (all of which are hereinafter called the "Heritage Elements");

to this end, the Owner and the Foundation desire to enter into this Easement Agreement (the "Agreement");

THE PARTIES AGREE that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Foundation agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 Duties Of Owner

1.1 Normal Repairs And Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction, reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements. The approval required to be obtained from the Foundation herein shall be deemed to have been given upon the failure of the Foundation to respond in writing to a written request for it within sixty (60) days of receiving such request at its address as set out in paragraph 10.2 of this Agreement. If the approval of the Foundation is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall use materials and methods specified by the Foundation. The Owner may, without the prior written approval of the Foundation, undertake or permit the repair or refinishing of presently existing parts or elements of the Heritage Elements damage to which has resulted from casualty, loss, deterioration, or wear and tear, or where such repair or refinishing is necessary to protect the integrity or safety of the Building, provided that such repair or refinishing is not performed in a manner which would materially affect the construction or appearance of the Heritage Elements.

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable on an all risk policy basis, including fire, in an amount equal to the replacement cost of the Building. The policy shall name Her Majesty in right of Ontario as represented by the Foundation as named insured. The Owner shall have a form as set out in **Appendix "C"** completed and certified by its insurance company and delivered to the Foundation within three (3) weeks of the execution of this Agreement, and thereafter evidence satisfactory to the Foundation of the renewal of insurance shall be delivered to the Foundation at least fifteen (15) clear days before the termination thereof. If the Owner fails to so insure the Building, or if any such insurance on the Building is cancelled, the Foundation may effect such insurance as the Foundation reasonably deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Foundation, or if not, shall be a debt owing to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under the aforementioned insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the particular nature of the Building and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the aforementioned insurance policy or policies. In the event that the proceeds receivable by the Owner under the aforementioned insurance policy or policies are insufficient to effect a partial or complete restoration of the Heritage Elements, the Foundation shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Elements provided that the Foundation shall notify the Owner of the Foundation's intention to do so within forty (40) days after receiving from the Owner (a) the written request for permission to demolish referred to in paragraph 1.3, or (b) all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements as the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval of the Foundation to demolish the Building, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Building. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within forty (40) days of the receipt thereof.

1.4 Reconstruction By Owner

If the Foundation does not give the approval referred to in paragraph 1.3, or if the Owner has not requested the approval referred to in paragraph 1.3, the Owner shall replace, rebuild, restore or repair the Building to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Building and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Heritage Elements under the provisions of paragraph 1.2 to effect a partial or complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements to the Foundation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the Foundation to approve any plans and specifications may be based upon choice of materials, unattractive appearance, nonconforming architectural style, or any other ground or grounds, including but not limited to purely aesthetic grounds, and the determination of the Foundation shall not be unreasonably withheld. The Owner shall not commence or cause restorative work to be commenced on the Heritage Elements before receiving the written approval of the Foundation of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Foundation may stipulate. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within thirty (30) days of the receipt of such request by the Foundation. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Heritage Elements to be commenced within thirty (30) days of the approval by the Foundation of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Foundation.

1.5 Emergencies

Notwithstanding the provisions of paragraph 1.1, it is understood and agreed that the Owner may undertake such temporary measures as the Owner sees fit in respect of the Property as are:

- (1) in keeping with the intentions of this Agreement,
- (2) consistent with the conservation of the Heritage Elements, and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Building or the Heritage Elements at risk of damage or occupants of the Building at risk of harm.

Provided that the *Building Code Act* 1992, S.O. 1992, c.23 as amended or reenacted from time to time is complied with and, where time permits, the Foundation is consulted. In any case, the Owner shall advise the Foundation forthwith when it undertakes temporary measures.

I.6 Reconstruction By Foundation

In the event that the request to demolish the Building is not submitted or is refused pursuant to the provisions of paragraph I.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph I.4 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building, the Foundation may prepare its own set of plans and specifications for the Heritage Elements. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the Foundation in writing that it intends to replace, rebuild, restore or repair the Heritage Elements in accordance with those plans and specifications. If the Owner does not so notify the Foundation within the said thirty (30) days, the Foundation may proceed with replacing, rebuilding, restoring or repairing the Building up to the value of any insurance proceeds receivable by the Owner under the aforementioned insurance policy or policies and of any additional amount that the Foundation is prepared to contribute to effect a partial or complete restoration of the Heritage Elements. The Owner shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Owner under the aforementioned insurance policy or policies.

In the event that the Foundation does not submit its own plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Building within sixty (60) days after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Foundation's rights under this paragraph shall automatically terminate and the Owner shall be entitled to retain the proceeds receivable under the aforementioned insurance policy or policies and to demolish the Building.

I.7 Maintenance Of The Building

The Owner shall at all times maintain the Building in as good and sound a state of repair as a prudent owner would normally do so that no material deterioration in the present condition and appearance of the Heritage Elements shall take place.

I.8 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Building of any signs, permanent storms, screens or awnings, television aerials or other similar objects without the prior written approval of the Foundation.

I.9 Activities with respect to the Property

The Owner shall not commit or permit any act of waste on the Property. With respect to the Property, the Owner shall not, except with the prior written approval of the Foundation,

- (a) grant any easement or right of way;
- (b) erect or remove or permit the erection or removal of any building, sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description, provided however that notwithstanding the foregoing the Owner may, on an interim basis, store on the Property in accordance with the lawful requirements of all applicable Authorities any waste or materials excavated or removed from (1) the Property or (2) any lands adjacent to the Property forming part of the Canadian Pacific railway lands (the "**Adjacent Lands**") provided such interim storage is part of plan to remediate soil contamination affecting the Property or the Adjacent Lands;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (i) the prevention or treatment of disease, or (ii) other good husbandry practices;
- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Building or the Property, or (ii) causing any damage to the Building;

- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

2.0 Approvals

2.1 Where any request for approval required under this Agreement is made, the determination of the Foundation may be based upon choice of materials, architectural design, historical authenticity, or any other grounds, not limited to purely aesthetic or historical grounds, but the Foundation's approval shall not be unreasonably withheld.

3.0 Remedies Of Foundation

3.1 If the Foundation, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its obligations set out in this Agreement, the Foundation may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the Foundation's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Foundation for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the Foundation for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the Foundation shall be the sole and final judge, the Foundation may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Foundation for any expenses incurred thereby, up to the estimated maximum costs of remedying the breach set out in the aforesaid notice. Such expenses incurred by the Foundation shall, until paid to it by the Owner, be a debt owed by the Owner to the Foundation and recoverable by the Foundation by action in a court of law.

4.0 Waiver

4.1 The failure of the Foundation at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Foundation of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the Foundation.

5.0 Extension Of Time

5.1 Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the Foundation, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any extension must be in writing and signed by the Foundation.

6.0 Use of Property

6.1 The Owner expressly reserves for itself, its heirs, executors, representatives, successors and assigns the right to use the Property for all purposes not inconsistent with this Agreement.

7.0 Inspection Of The Property

7.1 The Foundation or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

7.2 The Owner shall ensure that reasonable public access is available to the Property and the exterior of the Building on a regular basis to permit viewing of the exterior of the Building having regard to the ongoing business operations of Building tenants and occupants and subject to the Owner's reasonable security requirements, the intent of the parties being that such public access shall not interfere with any Building tenant's or occupant's business operations at the Property.

7.3 The owner shall, in addition to the requirements of section 7.2, at the request of the Foundation or a local heritage organization, the Owner shall arrange for the Property and the Heritage Elements to be open for public viewing on at least six (6) occasions during each calendar year and that reasonable prior notice of such a showing be given to the Foundation.

8.0 Plaque and Publicity

8.1 The Owner agrees to allow the Foundation to erect a plaque on the Building, in a tasteful manner and at the Owner's expense, indicating that the Foundation holds a conservation easement on the Property. The Owner also agrees to allow the Foundation to publicize the existence of the easement.

9.0 Severability Of Covenants

9.1 The Owner and the Foundation agree that all covenants, easements and restrictions contained in this Agreement shall be severable, and that should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

10.0 Notice

10.1 Any notices to be given or required under this Agreement shall be in writing and sent by personal delivery, facsimile transmission ("Fax"), or by ordinary prepaid mail to the following addresses:

THE OWNER

City of North Bay
200 McIntyre Street East PO Box 360
North Bay ON P1B 8H8
attention City Clerk
fax: 705-495-4353

THE FOUNDATION

Ontario Heritage Foundation
10 Adelaide Street East
Toronto ON M5C 1J3
attention: Easements Program
fax: 416-325-5071

The parties may designate in writing to each other a change of address at any time. Notice by mail shall be deemed to have been received on the fourth (4th) business day after the date of mailing, and notice by personal delivery or Fax shall be deemed to have been received at the time of the delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or Fax.

11.0 Costs

11.1 In the event that a dispute arises between the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar expenses which may result from any such dispute.

12.0 Indemnification

12.1 The Owner shall hold the Foundation harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by any act or omission of the Owner related to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Foundation, its agents or employees pursuant to paragraphs 1.6 and 3.0.

13.0 Baseline Documentation Report

13.1 When the Foundation has completed a report (the "**Baseline Documentation Report**") containing visual and written information relating to the condition of the Property and its heritage value, the Owner agrees to execute an acknowledgment in the Baseline Documentation Report to confirm that the photographs and written information are accurate physical depictions and descriptions of the Property. Copies of the Baseline Documentation Report shall be provided by the Foundation to the Owner. An original copy of the Baseline Documentation Report will be filed in and may be examined at the Archives of Ontario.

14.0 Entirety

14.1 This written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal, collateral or otherwise, exist between the parties except as herein expressly set out.

15.0 Subsequent Instruments

15.1 Notice of these covenants, easements and restrictions shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building.

15.2 The Owner shall immediately notify the Foundation in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building.

16.0 Covenants To Run With The Property

16.1 This Agreement shall be registered on title to the Property by the Foundation and the covenants, easements and restrictions set out in it shall run with the Property and enure to the benefit of and be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns as the case may be.

17.0 Headings

17.1 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference.

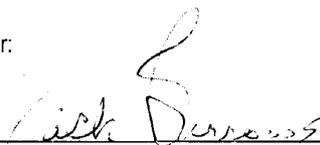
IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

in the presence of:

THE CORPORATION OF THE CITY OF NORTH BAY

per:



Mayor: Jack Burrows



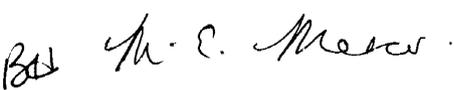
Clerk: Bonny Harrison
we have authority to bind the corporation.

ONTARIO HERITAGE FOUNDATION

per:



Chair: Allan Gottlieb



Executive Director: Marjorie Mercer
we have authority to bind the corporation.

APPENDIX "A"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF NORTH BAY, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the *2nd* day of *March*, 2001

DESCRIPTION OF THE PROPERTY

City of North Bay
District of Nipissing
Registry Division of Nipissing

part Lot 20
Concession D Widdifield:

Part 14 Plan 36R-10781

APPENDIX "B"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF NORTH BAY, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the *2nd* day of *March*, 2001

HERITAGE ELEMENTS – INTERIOR FEATURES

The interior features of the Heritage Elements comprise the following interior features of the interior of the Building:

- a) original windows and window surrounds; and
- b) original doors and door surrounds;

APPENDIX "C"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF NORTH BAY, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 2nd day of March, 2001

CERTIFICATE OF INSURANCE

Name of Insurers:
Ins. Agent/Broker:
Address:
Agent/Broker Tel. No.

This is to certify that the insurance policy or policies detailed below are in force subject to the terms, conditions and exclusions of the policies.

Kind of Policy	Policy No.	Expiry Date Day Month Yr	Amount of Coverage	Form Written
DWELLING POLICY: <input type="checkbox"/> Fire <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage				Waiver of Subrogation in favour of HM Queen <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Actual cash value <input type="checkbox"/> Replacement cost <input type="checkbox"/> Co-Insurance clause % <input type="checkbox"/> Stated amount %
<input type="checkbox"/> Comprehensive liability/Homeowner's Insurance				Policy subject to cross liability clause endorsement <input type="checkbox"/> Yes <input type="checkbox"/> No
COMMERCIAL POLICY: <input type="checkbox"/> Fire <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage <input type="checkbox"/> All Risk <input type="checkbox"/> Comprehensive Liability				<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Replacement Cost Value <input type="checkbox"/> Co-Insurance Clause % <input type="checkbox"/> Stated Amount % Policy subject to cross liability clause endorsement <input type="checkbox"/> Yes <input type="checkbox"/> No

It is hereby provided and agreed that Her Majesty in right of Ontario, as represented by the Ontario Heritage Foundation, 10 Adelaide Street East, Toronto, Ontario, M5C 1J3 is added as an additional named insured to the above Policy or Policies as its interests may appear.

It is also understood and agreed the undersigned certifies if any of these policies are cancelled or materially changed before the expiry date, so as to affect this Certificate; ten days prior written notice of such change or cancellation will be mailed to the Ontario Heritage Foundation (Attention: Easements Program) at the above address.

It is also understood in the absence of the Insured, or the inability, refusal or neglect of the Insured to give notice of loss or deliver the required Proof of Loss under the Policy or Policies, then the Ontario Heritage Foundation shall forthwith give the notice upon becoming aware of the loss and shall deliver as soon as practicable the Proof of Loss.

Name of Insured

Name of Insurer

Address of Property

Signature of Insurer's Official

Department or Title

Date

This Certificate must be signed only by an official of the Insurer. Signature of an agent or broker is not acceptable.

Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7(1) of the *Ministry of Citizenship and Culture Act*, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture, Sport and Recreation Division, Ministry of Citizenship, Culture and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Heritage Easement Agreement between THE CORPORATION OF THE CITY OF NORTH BAY as Owner, and the ONTARIO HERITAGE FOUNDATION, dated as of 2 March 2001, and hereby certify that the said document is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED this 13th day of March 2001



LUCILLE ROCH, Assistant Deputy Minister
Culture, Sport and Recreation Division
Ministry of Tourism, Culture and Recreation

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land)

part Lot 20 Concession D Widdifield: Part 14 Plan 36R-10781; City of North Bay

BY (print names of all transferors in full) THE CORPORATION OF THE CITY OF NORTH BAY

TO (see instruction 1 and print names of all transferees in full) ONTARIO HERITAGE FOUNDATION

I, (see instruction 2 and print name(s) in full) Dana O. Hall

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) ONTARIO HERITAGE FOUNDATION

(e) The President, Vice-President, Manager, Secretary, Director or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) who is my spouse described in paragraph () (insert only one of paragraph (a), (b) or (c) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000).

I have read and considered the definition of "single family residence" set out in clause 1(1)(ja) of the Act. The land conveyed in the above-described conveyance

- contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act. (see instructions 4 and 5) NONE

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with 2 columns: Description and Amount. Rows include: (a) Monies paid or to be paid in cash \$ 2.00; (b) Mortgages (i) Assumed Nil; (ii) Given back to vendor Nil; (c) Property transferred in exchange Nil; (d) Securities transferred Nil; (e) Liens, legacies, annuities and maintenance charges Nil; (f) Other valuable consideration Nil; (g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f)) \$ 2.00; (h) VALUE OF ALL CHATTELS Nil; (i) Other consideration Nil; (j) TOTAL CONSIDERATION \$ 2.00

All Blanks Must Be Filled In. Insert "Nil" Where Applicable

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) No relationship. Heritage preservation easement.

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. The transferee named in the attached instrument is an agent of Her Majesty the Queen by section 11(1) of the Ontario Heritage Act, R.S.O. 1990 c.O.18. No tax is payable by the transferee under the Land Transfer Tax Act, section 2(8)

Sworn before me at the City of Toronto

in the this 16th day of March 2001

David Michael Priest, a Commissioner, etc., Province of Ontario, for the Ontario Government, Ministry of Citizenship, Culture and Recreation. Expires May 10, 2003.

Dana O. Hall signature(s)

Property Information Record

- A. Describe nature of instrument: Heritage Easement Agreement
B. (i) Address of property being conveyed (if available) 100 Ferguson Street, North Bay ON P1B 1W8
(ii) Assessment Roll No. (if available) 48-44-020-033-30000
C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) n/a
D. (i) Registration number for last conveyance of property being conveyed (if available) n/a
(ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known
E. Name(s) and address(es) of each transferee's solicitor DANA O. HALL, Counsel, Legal Services Branch Ministry of Tourism, Culture and Recreation, 400 University Avenue F5, Toronto ON M7A 2R9 (dp)

For Land Registry Office Use Only
Registration No.
Registration Date
Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation

- (a) Are all individual transferees Roman Catholic? Yes No
(b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No
(c) Do all individual transferees have French Language Education Rights? Yes No
(d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No

NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0449D (90-09)