



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="text-align: center; font-size: 1.2em;">590843</p> <p style="text-align: center; font-weight: bold;">CERTIFICATE OF REGISTRATION</p> <p style="text-align: center;">1994 01 11 15 11</p> <p style="text-align: center;">PETERBOROUGH COUNTY <i>Robert D. Allington</i> LAND REGISTRAR</p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/></p>	<p>(2) Page 1 of 23 pages</p>											
	<p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/></p>												
	<p>(4) Nature of Document HERITAGE EASEMENT AGREEMENT Ontario Heritage Act, section 22</p>												
	<p>(5) Consideration TWO----- Dollars \$ 2.00</p>												
	<p>(6) Description Lot 3 and part Lot 2 South of Brock Street, Lot 3 and part Lot 2 North of Hunter Street, all East of Water Street, City of Peterborough, County of Peterborough: Part 1, Reference Plan 45R-9244. Registry Division of Peterborough.</p>												
<p>(7) This Document Contains: (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"/></p>													
<p>(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.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>													
<p>(9) This Document relates to instrument number(s)</p>													
<p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black;">Name(s)</td> <td style="width: 30%; border-bottom: 1px solid black;">Signature(s)</td> <td style="width: 20%; border-bottom: 1px solid black;">Date of Signature</td> </tr> <tr> <td style="border-bottom: 1px solid black;">ONTARIO HERITAGE FOUNDATION</td> <td style="border-bottom: 1px solid black;"><i>C. Scott Allington</i></td> <td style="border-bottom: 1px solid black;">1994 01 06</td> </tr> <tr> <td style="border-bottom: 1px solid black;">by its solicitor C. Scott Allington</td> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>				Name(s)	Signature(s)	Date of Signature	ONTARIO HERITAGE FOUNDATION	<i>C. Scott Allington</i>	1994 01 06	by its solicitor C. Scott Allington			
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ONTARIO HERITAGE FOUNDATION	<i>C. Scott Allington</i>	1994 01 06											
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<p>(11) Address for Service 10 Adelaide Street East, Toronto, Ont. M5C 1J3</p>													
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Name(s)	Signature(s)	Date of Signature											
<p>(13) Address for Service</p>													
<p>(14) Municipal Address of Property</p> <p>St. Johns Church 118 Hunter Street West Peterborough, Ont. K9H 2K6</p>	<p>(15) Document Prepared by:</p> <p>C. Scott Allington Legal Services Branch Ministry of Culture, Tourism and Recreation: 2nd Floor 77 Bloor Street West Toronto, Ont. M7A 2R9 (DP)</p>												
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; border-bottom: 1px solid black;"></td> <td style="width: 40%; border-bottom: 1px solid black; text-align: center;">Fees and Tax</td> </tr> <tr> <td style="border-bottom: 1px solid black;">Registration Fee</td> <td style="border-bottom: 1px solid black; text-align: center;">50.00</td> </tr> <tr> <td style="border-bottom: 1px solid black;">LTT</td> <td style="border-bottom: 1px solid black; text-align: center;">2.17</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;"></td> </tr> <tr> <td style="border-bottom: 1px solid black;">Total</td> <td style="border-bottom: 1px solid black;"></td> </tr> </table>					Fees and Tax	Registration Fee	50.00	LTT	2.17			Total	
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LTT	2.17												
Total													

SCHEDULE

THIS EASEMENT AGREEMENT dated as of the 29th day of June 1993.

B E T W E E N:

INCUMBENT AND CHURCHWARDENS OF
ST. JOHN THE EVANGELIST ANGLICAN CHURCH

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1990, c.O.18,

hereinafter called the "Foundation"

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Peterborough in the County of Peterborough and Province of Ontario (hereinafter called the "Property"), being composed of part of Lot 2 and all Lot 3 South of Brock Street and part of Lot 2 and all Lot 3 North of Hunter Street, all East of Water Street, in the City of Peterborough, designated as Part 1 on Reference Plan 45R-9244, as set out in Appendix "A";

AND WHEREAS there is situated on the Property a building commonly known as St. John The Evangelist Anglican Church which, together with the associated buildings attached thereto as shown outlined on the site plan of the Property in Appendix "B" attached, is hereinafter called the "Church";

AND WHEREAS 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;

AND WHEREAS 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;

AND WHEREAS 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;

AND WHEREAS 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 on the Property together with the interiors of the building on the Property described in Appendix "C" attached hereto and shown on the working drawings contained therein (all of which are hereinafter called the "Heritage Elements");

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

AND WHEREAS the congregation of the Church has, by resolution pursuant to Section 11 of the Religious Organizations' Lands Act, R.S.O. 1990, c.R.23, a copy of which resolution is attached hereto as Appendix "D", approved the granting of the easement and the entering into of covenants by the Owner as provided herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH 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 for a term of ninety-nine (99) years from the date of this Agreement.

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 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, 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 Church 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 Church. The Owner shall have a form as set out in Appendix "E" attached hereto 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 three (3) clear days before the termination thereof. If the Owner fails to so insure the Church, or if any such insurance on the Church 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 Church shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Church to the fullest extent possible having regard to the particular nature of the Church and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Church 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 Church within ten (10) clear days of such damage or destruction occurring. In the event that the Church 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 Church, 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 Church, 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 Church. 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 Church to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Church 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 Church. 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 Church. 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 be final. 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 Reconstruction By Foundation

In the event that the request to demolish the Church is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph 1.4 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to the Church, 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 Church 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 Church 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 Church.

1.6 Maintenance Of The Church

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

1.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Church of any signs, permanent storms, screens or awnings, television aerials or other similar objects without the prior written approval of the Foundation. Such approval may, in the sole discretion of the Foundation and for any reason which the Foundation considers necessary, be refused.

1.8 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;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (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 Church or the Property, or (ii) causing any damage to the Church;
- (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 within the objects of the Foundation as stated in subsections 7(c) and (d) of the Ontario Heritage Act, but the Foundation's approval shall not be unreasonably withheld.

3.0 Remedies Of Foundation

3.1 If the Foundation 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 the particulars of the situation constituting a breach and of the Foundation's estimated maximum costs of remedying the situation.

3.2 The Owner and the Foundation shall have thirty (30) days from receipt of such notice by the Owner to hold discussions in good faith in an effort to resolve the situation to the mutual satisfaction of both parties. Any agreement reached between the parties as a result of such discussions shall be in writing and shall be signed by both parties. In the event that the parties reach an agreement to resolve the situation within the said thirty (30) days, the Owner shall then have a further fifteen (15) days to carry out the terms of the agreement reached or to make arrangements satisfactory to the Foundation for resolving the situation. If within those further fifteen (15) days the Owner should fail to remedy the situation pursuant to that agreement or to make arrangements to the satisfaction of the Foundation, the Foundation may forthwith enter upon the Property and may carry out the Owner's obligations as set out in that agreement. Any 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 in a court of law.

3.3 In the event that the parties do not reach an agreement pursuant to paragraph 3.2 and the Owner has not, within thirty (30) days of receipt of the notice, remedied the situation or made arrangements satisfactory to the Foundation for remedying the situation, the Foundation may forthwith 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 situation 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 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 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 waiver must be in writing and signed by the Foundation.

6.0 Use of Property

6.1 The Owner expressly reserves for itself, its 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 Church upon prior written notice to the Trustees of at least twenty-four (24) hours.

8.0 Plaque and Publicity

8.1 The Owner agrees to allow the Foundation to erect a plaque on the Church, in a tasteful manner and at the Foundation'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 Except in the event of an interruption in the postal service, any notices, requests for approval or grants of approval (collectively hereinafter referred to as "notice") required under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 10.2. In the event that notice is delivered in person, the party receiving the notice shall forthwith acknowledge receipt of same in writing, and in that event, the notice shall be deemed to have been received on the date of such acknowledgement. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be deemed to have been received on the date of service as set out in such affidavit. In the event that notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth business day following the day on which the notice was sent.

10.2 The respective addresses of the parties for such purposes presently are as follows:

THE OWNER

Incumbent and Churchwardens
of St. John the Evangelist
Anglican Church
99 Brock Street
Peterborough, Ontario
Attention: The Incumbent
K9H 2P2

THE FOUNDATION

Ontario Heritage Foundation,
10 Adelaide Street East,
Toronto, Ontario
M5C 1J3
Attention: Easements Program

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

10.3 In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 10.2, either in person or by special courier. The party receiving the notice shall forthwith acknowledge receipt of same in writing, and the notice shall be deemed to have been received on the date of such acknowledgement. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be deemed to have been received on the date of service as set out in such affidavit.

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, servants or workmen pursuant to paragraphs 1.5 and 3.0.

13.0 Supplementary Agreement

13.1 When the Foundation has made photographs, drawings, and other material depicting the Property and the Heritage Elements, the Owner shall execute an agreement with respect to the Property and the Heritage Elements which said agreement shall be in the form set out in Appendix "F" attached hereto. The said agreement shall specifically provide for the attachment of photographs, drawings

and other material depicting the Property and the Heritage Elements and shall be supplemental hereto and form a part hereof.

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 they transfer either the fee simple title to or its possessory interest in the whole or any part of the Property or the Church.

15.2 The Owner shall immediately notify the Foundation in the event that they transfer either the fee simple title to or their possessory interest in the whole or any part of the Property or the Church.

16.0 Covenants To Run With The Property

16.1 The covenants, easements and restrictions set out in this Agreement shall be registered on title to the Property by the Foundation and 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 hereunto set their hands and seals.

SIGNED, SEALED
AND DELIVERED

in the presence of:

Diane Passmore
Witness

Diane Passmore
Witness

Diane Passmore
Witness

) INCUMBENT AND CHURCHWARDENS OF ST.
) JOHN THE EVANGELIST ANGLICAN CHURCH

Per:

Ronald R. Davidson
Incumbent: Ronald R. Davidson

Paul J. Nornabell
Churchwarden: Paul J. Nornabell

John S. Duncan
Churchwarden: John S. Duncan

) ONTARIO HERITAGE FOUNDATION

Per:

Dorothy Duncan
Chair: Dorothy Duncan

Lesley Lewis c/s
Executive Director: Lesley Lewis

) We have authority to bind the corporation.

The undersigned consents hereto:

) THE INCORPORATED SYNOD OF THE
) DIOCESE OF TORONTO

per:

T. F. Finlay
PRESIDENT OF SYNOD & BISHOP OF TORONTO
T. F. FINLAY

David W. Ptolemy c/s
SECRETARY-TREASURER
David W. Ptolemy

APPENDIX "A"

Attached to and forming part of the Easement Agreement between INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June 1993.

DESCRIPTION OF THE PROPERTY

City of Peterborough
County of Peterborough
Registry Division of Peterborough

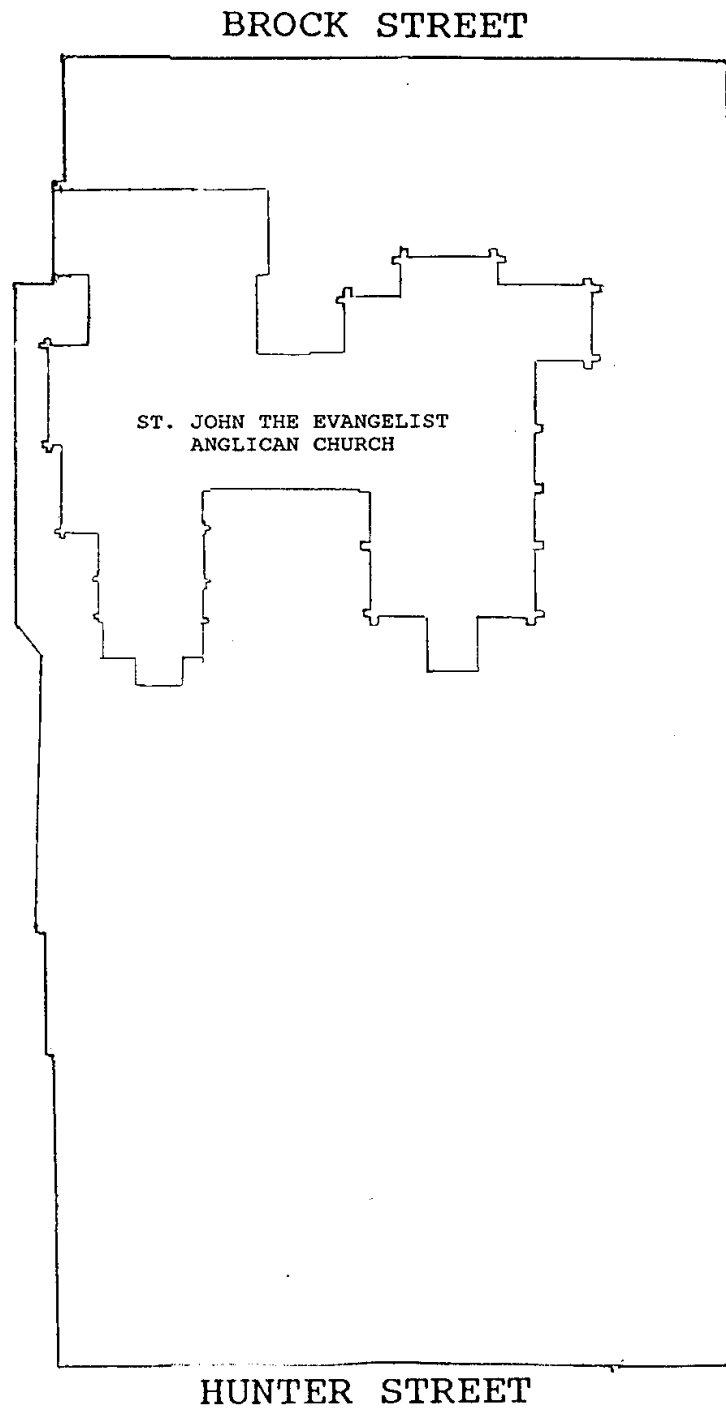
Part Lot 2 and all Lot 3, South of Brock Street, and
part Lot 2 and all Lot 3, North of Hunter Street,
all East of Water Street:
Part 1 on Reference Plan 45R-9244.

APPENDIX "B"

Attached to and forming part of the Easement Agreement between INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June, 1993.

SITE PLAN OF THE PROPERTY

(NOT TO SCALE)



APPENDIX "C"

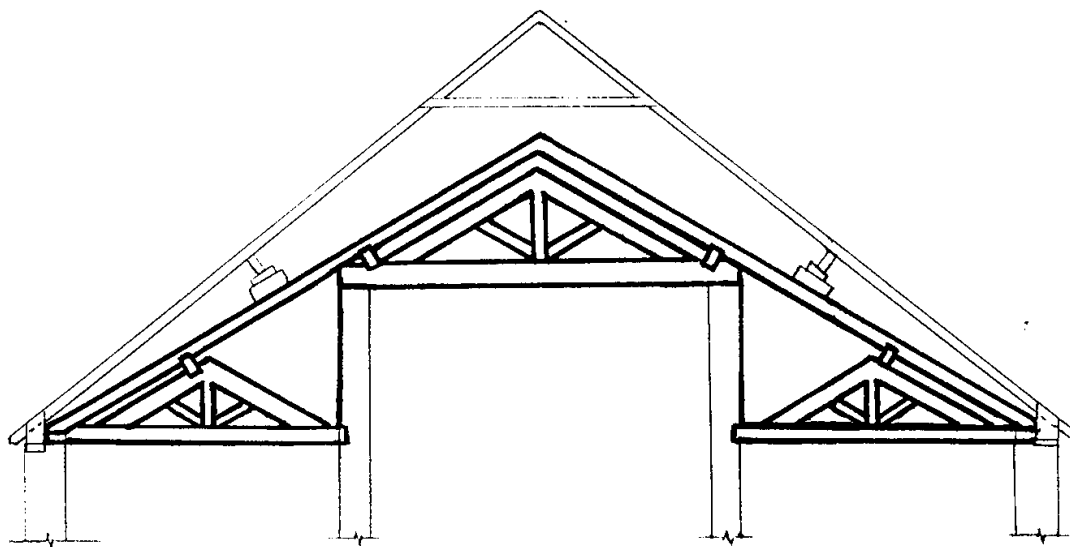
Attached to and forming part of the Easement Agreement between INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June, 1993.

HERITAGE ELEMENTS - INTERIOR FEATURES

The interior features of the Heritage Elements referred to in this Agreement are comprised of the extant structure of the original roof situated between the ceiling of the Nave and the present exterior roof of the Nave as shown in heavy outline on the cross section diagram of the roof framing over the Nave set out below.

CROSS SECTION DIAGRAM OF THE ROOF FRAME OVER THE NAVE

(NOT TO SCALE)



APPENDIX "D"

Attached to and forming part of the Easement Agreement between INCUMBENT and CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June, 1993.

ST. JOHN THE EVANGELIST ANGLICAN CHURCH
PETERBOROUGH

V E S T R Y R E S O L U T I O N

"WHEREAS this Vestry has agreed to give the Trustees of St. John the Evangelist Anglican Church authority to enter into an Easement Agreement on its behalf with the Ontario Heritage Foundation in connection with the restoration of the exterior of St. John the Evangelist Anglican Church;


AND WHEREAS the Vestry of St. John the Evangelist Anglican Church obtained any consents or approvals required by it from the Incorporated Synod of the Diocese of Toronto of the Anglican Church of Canada in connection therewith;

BE IT RESOLVED that the Vestry of St. John the Evangelist Anglican Church:

1. approves, pursuant to section 11 of the Religious Organizations' Lands Act, R.S.O. 1990, C. R. 23, the granting or entering into of the Heritage Easement Agreement attached hereto as a Schedule and authorizes and directs the Incumbent and Churchwardens of St. John the Evangelist Anglican Church to execute same;
2. authorizes and directs the said Trustees to take all such further or other steps and sign any further or other document that may be necessary or desirable to implement and complete the foregoing."

The foregoing is certified to be a true copy of a Resolution passed unanimously at a special meeting of the Vestry of St. John the Evangelist Anglican Church duly called and held at the City of Peterborough on the fifth day of September 1993.

Dated the seventh day of September 1993.


Vestry Secretary

APPENDIX "E"

Attached to and forming part of the Easement Agreement between INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June, 1993.

CERTIFICATE OF INSURANCE

Name of Insurer:
Ins. Agent/Broker:
Address:
Agent/Broker's 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"/> All Risk <input type="checkbox"/> Malicious Damage				Optional Loss Settlement Clause <input type="checkbox"/> Yes <input type="checkbox"/> No
COMMERCIAL POLICY: <input type="checkbox"/> Fire <input type="checkbox"/> All Risk <input type="checkbox"/> Extended Coverage <input type="checkbox"/> Malicious Damage				<input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Replacement Cost Value <input type="checkbox"/> Co-Insurance Clause % <input type="checkbox"/> Stated Amount %

It is hereby provided and agreed that the Ontario Heritage Foundation, 10 Adelaide Street East, Toronto, Ontario, M5C 1J3 is added 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.

APPENDIX "F"

Attached to and forming part of the Easement Agreement between INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 29th day of June 1993.

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY EASEMENT AGREEMENT dated as of the >.

B E T W E E N:

>,

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

ONTARIO HERITAGE FOUNDATION,
a body corporate continued by
the Ontario Heritage Act,
R.S.O. 1990, c.O.18,

hereinafter called the "Foundation"

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Peterborough in the County of Peterborough and Province of Ontario (hereinafter called the "Property"), being composed of part of Lot 2 and all Lot 3 South of Brock Street and part of Lot 2 and all Lot 3 North of Hunter Street, all East of Water Street, in the City of Peterborough, designated as Part 1 on Reference Plan 45R-9244, as set out in Appendix "A";

AND WHEREAS there is situated on the Property a building commonly known as St. John The Evangelist Anglican Church which, together with the associated buildings attached thereto as shown outlined on the site plan of the Property in Appendix "B" attached, is hereinafter called the "Church";

AND WHEREAS 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;

AND WHEREAS by section 10(1)(b) of the said 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;

AND WHEREAS by section 22 of the said 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;

AND WHEREAS the Owner and the Foundation entered into an easement agreement (hereinafter called the "Easement Agreement") dated as of > and registered in the land registry office for the > Division of > at > on > as No. > for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of > together with its interior areas as described in Appendix ">" hereto and shown in heavy outline on the floor plans contained therein (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS paragraph 13.1 of the Easement Agreement provided for the execution of an agreement (hereinafter called the "Supplementary Agreement") containing photographs, drawings and other material depicting the Property and the Heritage Elements which would be supplemental to and form a part of the Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other material depicting the property and the Heritage Elements;

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH 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, the Owner and the Foundation agree as follows:

1. The photographs, drawings and other material attached hereto and incorporated herein as Appendix ">", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario depict the Property and the Heritage Elements, and no demolition, construction, reconstruction, alteration, remodelling or any other thing or act which would materially affect

the appearance or construction of the Property and/or the Heritage Elements as depicted in the said photographs, drawings and material shall be undertaken, permitted or carried out without the prior written approval of the Foundation as described in the Easement Agreement.

2. The provisions of this Supplementary Agreement shall be deemed to be and form part of the Easement Agreement as if originally included therein, and all terms, conditions, covenants, easements and restrictions of the Easement Agreement shall remain in effect and shall continue to run with the Property for the term specified in the Easement Agreement.

3. This Supplementary Agreement and the Easement Agreement of which it forms a part embody the entire agreement of the parties hereto with regard to the matters dealt with herein, and no understandings, representations or agreements, verbal, collateral or otherwise exist between the parties except as herein expressly set out.

4. This Supplementary Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

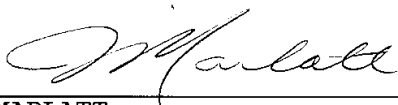
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED)	
AND DELIVERED)	>
)	
)	
in the presence of:)	Per:
)	
Witness)	>
)	
)	
Witness)	>
)	
)	ONTARIO HERITAGE FOUNDATION
)	Per:
)	
)	Chair:
)	
)	c/s
)	
)	Executive Director:
)	
)	

CONSENT

Pursuant to section 10(1)(b) 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 Division, Ministry of Culture, Tourism and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Easement Agreement between the INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH, of the First Part, and the ONTARIO HERITAGE FOUNDATION, of the Second Part, dated as of the 29th day of June 1993, 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 at Toronto this 5th day of January, 1994



JANE MARLATT
Assistant Deputy Minister
Culture Division
Ministry of Culture, Tourism and Recreation

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lot 3, part Lot 2, South of Brock Street, and Lot 3, part Lot 2, North of Hunter Street, East of Water Street, Peterborough

BY (print names of all transferors in full) INCUMBENT AND CHURCHWARDENS OF ST. JOHN THE EVANGELIST ANGLICAN CHURCH

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) C. Scott Allington

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 (a), (b) or (c) above; (strike out references to inapplicable paragraphs) and am making this affidavit on my own behalf and on behalf of (insert name of spouse) _____ who is my spouse described in paragraph (a), (b) or (c) above; (strike out references to inapplicable paragraphs) 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)(j) 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:

(a) Monies paid or to be paid in cash	\$ <u>2.00</u>	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ <u>nil</u>	
(ii) Given back to vendor	\$ <u>nil</u>	
(c) Property transferred in exchange (detail below)	\$ <u>nil</u>	
(d) Securities transferred to the value of (detail below)	\$ <u>nil</u>	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ <u>nil</u>	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ <u>nil</u>	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ <u>2.00</u>	\$ <u>2.00</u>
(h) VALUE OF ALL CHATTELS items of tangible personal property (Retail Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Retail Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ <u>nil</u>	
(i) Other consideration for transaction not included in (g) or (h) above	\$ <u>nil</u>	
(j) TOTAL CONSIDERATION	\$ <u>2.00</u>	

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 Municipality of Metropolitan Toronto
this 6th day of January, 1994

A Commissioner for taking Affidavits, etc

David Michael F. ...
Prothonotary ...
and Clerk of the Court

C. Scott Allington
signature(s)

Property Information Record

A. Describe nature of instrument: Heritage Easement Agreement

B. (i) Address of property being conveyed (if available) _____

(ii) Assessment Roll No. (if available) _____

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 transferor's solicitor

Legal Services Branch: C. Scott Allington
Ministry of Culture and Communications Tourism and Recreation
77 Bloor Street West, 2nd Floor, Toronto, Ont. M7A 2R9 (DP)

School Tax Support (Voluntary Election) See reverse for explanation

(a) Are all individual transferors Roman Catholic? Yes ☐ No ☐

(b) If yes, do all individual transferors wish to join Roman Catholic Separate School Supporters? Yes ☐ No ☐

(c) Do all individual transferors have French Language Education Rights? Yes ☐ No ☐

(d) If yes, do all individual transferors wish to support the French Language School Board (where established)? Yes ☐ No ☐
(e) If yes, do all individual transferors wish to be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b).