



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](http://www.heritagetrust.on.ca).

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## 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](http://www.heritagetrust.on.ca).

FOR OFFICE USE ONLY

Number **311826**  
CERTIFICATE OF REGISTRATION  
REGISTERED

1990 10. -2

at *H. D. J. J. J.*  
Land Registry Office No. 44 *J. J. J.* Land Registrar

New Property Identifiers

Additional: See Schedule

Executions

Additional: See Schedule

(1) Registry  Land Titles  (2) Page 1 of 14 pages

(3) Property Identifier(s) Block Property Additional: See Schedule

(4) Nature of Document **SEC. 22**  
HERITAGE EASEMENT AGREEMENT **ONT. HERITAGE ACT**

(5) Consideration  
TWO----- Dollars \$ 2.00

(6) Description  
Lot 6, Part Lots 5, 7 and 8, and Part of the passageway between Lots 5 and 6, Plan 229, Town of St. Marys, County of Perth, (being Part of Lot 18, Concession 17, Township of Blanshard, now in the Town of St. Marys) designated as Part 8, Reference Plan 44R-740 in the Registry Division of Stratford (NR44)

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:

Covenants and easements pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1980, c.337

See Easement Agreement attached

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE ONTARIO HERITAGE FOUNDATION,

(the "Foundation") by its solicitor Michael P. Brady

1988 10 18

(11) Address for Service 77 Bloor Street West, 2nd Floor, Toronto, Ontario, M7A 2R9

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

ST. MARYS OPERA HOUSE FOUNDATION INC.

(the "Owner")

(13) Address for Service P.O. Box 1151, St. Marys, Ontario, N0M 2V0

(14) Municipal Address of Property

14 Water Street South,  
St. Marys, Ontario,  
N0M 2V0

(15) Document Prepared by:

Ministry of Culture and  
Communications,  
Legal Branch,  
77 Bloor Street W., 2nd Fl.,  
Toronto, Ontario, M7A 2R9

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee	25
<b>Total</b>	<b>25</b>

SCHEDULE

THIS EASEMENT AGREEMENT made the 15th day of June,  
1988.

B E T W E E N:

ST. MARYS OPERA HOUSE FOUNDATION INC.,  
a corporation incorporated under the  
laws of the Province of Ontario,

hereinafter called the "Owner"

OF THE FIRST PART;

- and -

THE ONTARIO HERITAGE FOUNDATION,  
a body corporate continued by  
the Ontario Heritage Act,  
R.S.O. 1980, c. 337,

hereinafter called the "Foundation"

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the Town of St. Marys, in the County of Perth and Province of Ontario (hereinafter called the "Property"), being composed of Lot 6, Part of Lots 5, 7 and 8 and Part of the passageway between Lots 5 and 6, Registered Plan 229 for the said Town of St. Marys, (being part of Lot 18, Conc. 7, Township of Blanshard, now in the Town of St. Marys), designated as Part 8 on a Plan of Survey deposited as Reference Plan 44R-740, a copy of which is attached hereto as Appendix "A":

AND WHEREAS the former St. Marys Opera House, a building of architectural and historical significance (hereinafter called the "Opera House"), is located on the Property;

AND WHEREAS by section 7(c) of the Ontario Heritage Act, R.S.O. 1980, c. 337, 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 present historical, architectural, aesthetic and scenic character and condition of the exterior of the Opera House (hereinafter called the "Facade");

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

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 forever.

1.0 Duties Of Owner

1.1 Alterations and Repairs

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 Facade. 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 10.1 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 Facade, damage to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing may not be performed in a manner which would materially affect the construction or appearance of the Facade.

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Opera House insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Opera House. The Owner shall have a form as set out in Appendix "B" 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 Opera House or if any such insurance on the Opera House 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 any fire and extended coverage insurance policy or policies on the Opera House shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Opera House to the fullest extent possible having regard to the particular nature of the Opera House and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Opera House if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies. In the event that the proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies are insufficient to effect a partial or complete restoration of the Facade, 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 Facade, 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 Facade, as the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or

destruction to the Opera House within ten (10) clear days of such damage or destruction occurring. In the event that the Opera House 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 Opera House 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 Opera House 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 Opera House. 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 Opera House to the limit of any proceeds receivable under any fire and extended coverage insurance policy or policies on the Opera House and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Facade under the provisions of paragraph 1.2 to effect a partial or complete restoration of the Opera House. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Facade to the Foundation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Opera House. Restorative work on the Facade shall not be commenced without the prior written approval of the Foundation and 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 Facade 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 Opera House 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 Facade pursuant to paragraph 1.4 which are acceptable to the Foundation, the Foundation may

prepare its own set of acceptable plans and specifications for the Facade. 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 Facade 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 Opera House up to the value of any insurance proceeds receivable by the Owner under any fire and extended coverage 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 Facade. 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 any fire and extended coverage insurance policy or policies.

In the event that the Foundation does not submit its own acceptable plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Opera House 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 any fire and extended coverage insurance policy or policies and to demolish the Opera House.

1.6 Maintenance Of The Opera House

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

1.7 Signs, Structures, Etc.

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

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 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, 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.

#### 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 parties, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

#### 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 the Property and inspect the Opera

House upon prior written notice to the Owner 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 Opera House 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 remaining covenants, easements and restrictions shall not terminate thereby.

10.0 Notice

10.1 Any requests for approval required under this Agreement and the Foundation's replies to such requests shall be delivered to the parties at their respective addresses by prepaid ordinary mail. The respective addresses of the parties for such purposes presently are as follows:

THE OWNER

St. Marys Opera House  
Foundation Inc.,  
Box 1151,  
St. Marys, Ontario,  
N0M 2V0

THE FOUNDATION

The Ontario Heritage Foundation,  
Parliament Buildings,  
Queen's Park,  
Toronto, Ontario.  
M7A 2R9

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

10.2 Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 10.1.

Such notice shall be deemed to have been received on the second clear day following the day on which it was sent.

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 10.1, either in person or by special courier. The party receiving

the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. 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 presumed 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 either of the parties hereto because of this Agreement, each party shall be responsible for its own legal fees, court costs and all other similar type 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 anything done pursuant to this Agreement by the Owner, 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 3.1.

13.0 Supplementary Agreement

13.1 When the Foundation has made photographs, drawings and other material depicting the Facade, the Owner shall execute an agreement in respect to the Property and the Opera House which said agreement shall specifically provide for the attachment of photographs, drawings and other material depicting the Facade 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 To Contain These Provisions

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 Opera House.

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 Property or the Opera House.

16.0 Covenants To Run With The Property

16.1 The covenants, easements and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the parties hereto and their successors and assigns.

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

SIGNED, SEALED AND DELIVERED  
in the presence of:

ST. MARYS OPERA HOUSE FOUNDATION INC.  
Per:

*H. Harold May*  
President  
W. HAROLD MAY  
c/s

*Richard Baynes*  
Secretary  
RICHARD BAYNES

THE ONTARIO HERITAGE FOUNDATION  
Per:

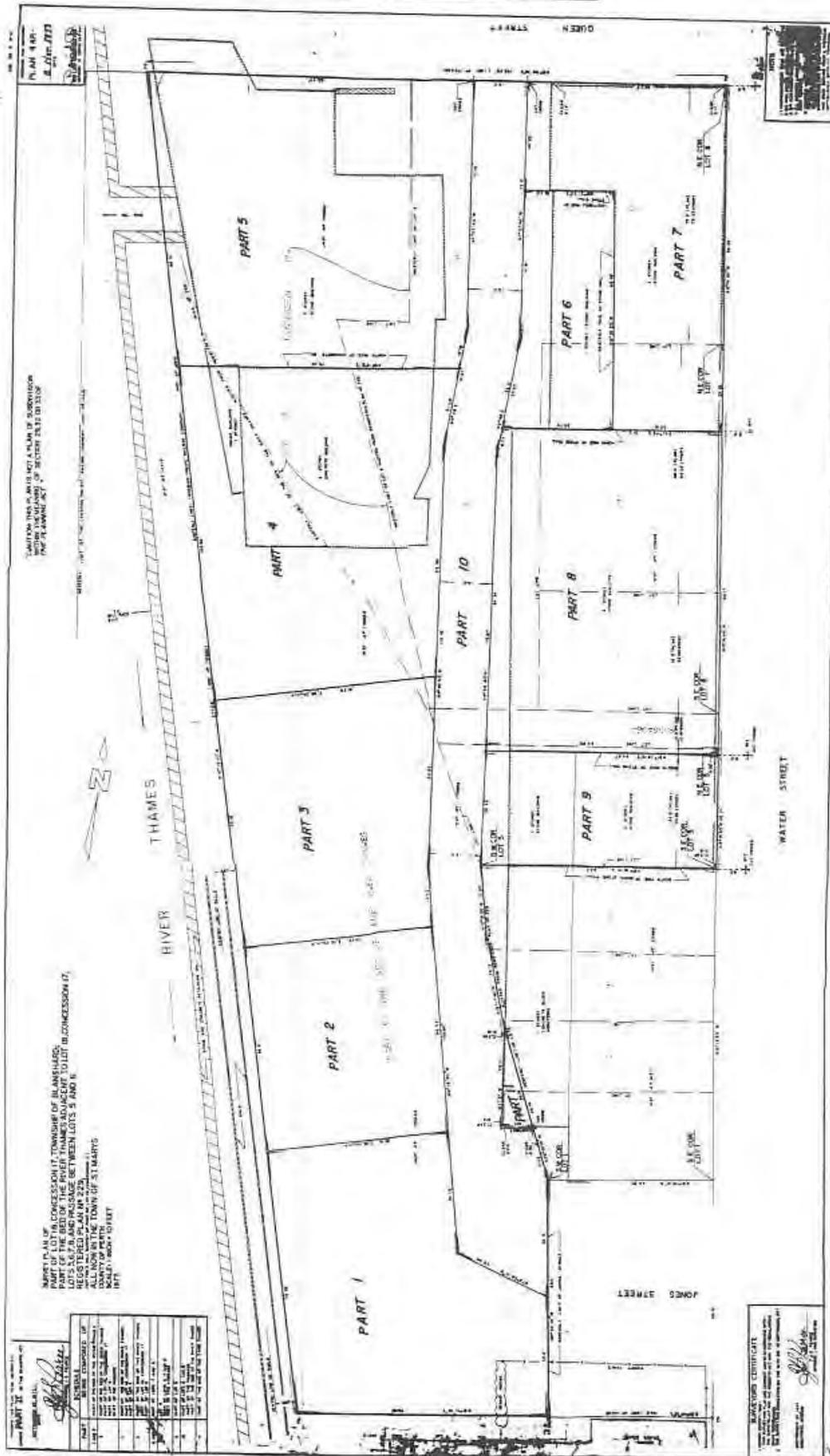
*Richard M. McWay*  
Chairman  
RICHARD M. McWAY  
c/s

*Carl Thorpe*  
Secretary  
CARL THORPE

APPENDIX 'A'

Attached to and forming part of the Easement Agreement between ST. MARYS OPERA HOUSE FOUNDATION INC., of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of June, 1988.

REFERENCE PLAN SHOWING PROPERTY



APPENDIX "B"

Attached to and forming part of the Easement Agreement between ST. MARYS OPERA HOUSE FOUNDATION INC., of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of June, 1988.

CERTIFICATE OF INSURANCE



Ontario  
Heritage  
Foundation

**Certificate of Insurance**

Name of Insurer	
Insurance Agent or Broker	
Address	
	Telephone

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 Number	Expiry Date			Amount of Coverage	Form Written
		Day	Month	Year		
<b>Dwelling Policy</b> <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
<b>Commercial Policy</b> <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 \$ _____

Additional Insured

It is hereby provided and agreed that 'The Ontario Heritage Foundation', Queen's Park, Toronto, Ontario is added to the above Policy or Policies as its interests may appear.

It is also understood and agreed the undersigned hereby certifies if any of these policies are cancelled or materially changed before 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 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, 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
Address of Property
Date

Name of Insurer
Signature of Insurer's Official
Department or Title

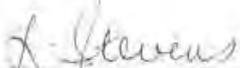
This Certificate must be signed only by an official of the Insurer.  
Signature of an agent or broker is not acceptable.

PROVINCE OF ONTARIO ) IN THE MATTER OF  
COUNTY OF ) The Ontario Heritage  
PERTH ) Act, R.S.O. 1980,  
( c. 337  
)

C O N S E N T

Pursuant to section 10 (1) (b) of the Ontario Heritage Act, R.S.O., 1980, c. 337, and delegated authority pursuant to section 7 (1) of the Ministry of Citizenship and Culture Act, S.O. 1982, c. 6, I, the undersigned Assistant Deputy Minister, Culture Division, Ministry of Culture and Communications for the Province of Ontario, do hereby consent to the execution by The Ontario Heritage Foundation of the attached Easement Agreement between ST. MARYS OPERA HOUSE FOUNDATION INC., of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of June, 1988, and do hereby certify that the said Easement Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto this 15<sup>th</sup> day of MARCH, 1989.

  
\_\_\_\_\_  
Linda Stevens,  
Assistant Deputy Minister,  
Culture Division,  
Ministry of Culture and  
Communications

Affidavit of Residence and of Value of the Consideration

Page 14 of 14 pages

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) an EASEMENT ON Lot 6, Parts Lots 5, 6, 7 and 8, and Part of the passageway between Lots 5 and 6, Plan 229, Town of St. Marys, County of Perth, (being part Lot 18, Conc. 17, Twp of Blanshard, now Town of St. Marys) being Part 8 on 44R-740

BY (print names of all transferors in full)

ST. MARYS OPERA HOUSE FOUNDATION INC.

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

THE ONTARIO HERITAGE FOUNDATION

I (see instruction 2 and print name(s) in full)

SCOTT ALLINGTON, of the City of Toronto, in the Municipality of Metropolitan Toronto

MAKE OATH AND SAY THAT:

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~~ <sup>XXXX</sup> solicitor acting in this transaction for (insert name(s) of principal) The 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, 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, 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 \$250,000). I have read and considered the definition of "single family residence" set out in clause 1(1)(a) 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 \$250,000 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	\$ 2.00	} All Blanks Must Be Filled In. Insert "Nil" Where Applicable
(b) Mortgages (show principal and interest to be credited against purchase price)	\$ nil	
(iii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 2.00      \$ 2.00	
(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)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 2.00	

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 5) 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 of the easement named in the within instrument is an agent of Her Majesty the Queen by section 11(1) of the Ontario Heritage Act, R.S.O. 1980, c.337, accordingly, under section 2(4) of the Land Transfer Tax Act, no tax is payable by the Transferee

Sworn before me at the City of Toronto in the Municipality of Metropolitan Toronto this 18<sup>th</sup> day of April 19 88

A Commissioner for taking Affidavits, etc. Michael P. Brady } 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) 14 Water Street South, St. Marys, Ontario, NOM 2V0

(ii) Assessment Roll No. (if available) not available

C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) title not being transferred

D. (i) Registration number for last conveyance of property being conveyed (if available) 282865

(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 Ministry of Culture and Communications, Legal Branch, 77 Bloor Street W., 2nd Flr., Toronto, Ontario, M7A 2R9

For Land Registry Office use only	
REGISTRATION NO.	
Land Registry Office No.	
Registration Date	