



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**.

FOR OFFICE USE ONLY

600615

TO THE ONTARIO HERITAGE FOUNDATION
FROM THE ONTARIO HERITAGE FOUNDATION
TO THE ONTARIO HERITAGE FOUNDATION
FROM THE ONTARIO HERITAGE FOUNDATION

91 01 11 11 49

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 23 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

HERITAGE EASEMENT AGREEMENT

Section 22 of the
Ontario Heritage
Act

(5) Consideration

TWO

Dollars \$ 2.00

(6) Description

Lot B and Part of Lots A, C, D and E,
North Side of East Main Street,
Plan 551 (formerly McFarland and Donaldson Plan),
City of Welland,
Regional Municipality of Niagara,
More particularly described in Appendix "A".

(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

C. Scott Allington

1990 01 08

(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

(13) Address
for Service

(14) Municipal Address of Property
102 East Main Street
Welland, Ontario

(15) Document Prepared by: CSA
Ministry of Culture and
Communications
Legal Services Branch
77 Bloor Street West, 2nd Floor
Toronto, Ontario M7A 2R9

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Fees and Tax

Registration Fee

Total

SCHEDULE

THIS EASEMENT AGREEMENT made the 15th day of May, 1990, and authorized by By-law No. 9507 of the Corporation of the City of Welland.

B E T W E E N:

THE CORPORATION OF THE CITY OF WELLAND

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 City of Welland in the Regional Municipality of Niagara and Province of Ontario (hereinafter called the "Property"), being composed of Lot B and part of lots A, C, D, and E on the North side of East Main Street on Registered Plan No. 551 and more particularly described in Appendix "A" attached hereto;

AND WHEREAS a building known as the Welland County Courthouse (the "Courthouse") is situate 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 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 Courthouse (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 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 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 shall be permitted, without the prior written approval of the Foundation, to 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 Courthouse insured against normal perils that are coverable on an all risk policy basis, including fire insurance, in an amount equal to the replacement cost of the Courthouse. 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 Courthouse, or if any such insurance on the Courthouse 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 Courthouse shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Courthouse to the fullest extent possible having regard to the particular nature of the Courthouse and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Courthouse 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 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 the case may be.

1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to the Courthouse within ten (10) clear days of such damage or destruction occurring. In the event that the Courthouse 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 Courthouse, 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 Courthouse, 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 Courthouse. 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 Courthouse to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Courthouse 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 Courthouse. 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 Courthouse. 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 Facade 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 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 Courthouse 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 within one hundred and thirty-five (135) days of the damage or destruction occurring to the Courthouse, 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 Courthouse 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 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 the aforementioned 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 Courthouse 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 Courthouse.

1.6 Maintenance Of The Courthouse

The Owner shall at all times maintain the Courthouse 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 Property or on the Courthouse of any signs, permanent storms, screens or awnings, television aerials or other similar type 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 No Act Of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, 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 Courthouse or the Property, or (ii) causing any damage to the Courthouse;
- (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 of 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, unless otherwise stated.

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.

5.0 Extension Of Time

5.1 Time shall be of the essence in 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 in this Agreement notwithstanding any extension of any time limit.

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 Courthouse 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 Courthouse, in a tasteful manner and at the Foundation's expense, indicating that the Foundation holds a conservation

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 Except in the event of an interruption in the postal service, any 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. In the event that notice is delivered in person, the party receiving the notice shall forthwith indicate receipt, and in that event, 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 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 presumed 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

The Corporation of the
City of Welland
Municipal Building
411 Main Street East
Welland, Ontario
L3B 3X4

THE FOUNDATION

The Ontario Heritage Foundation,
77 Bloor Street West,
Second Floor
Toronto, Ontario
M7A 2R9

The parties agree to notify each other immediately, in writing, of any changes of address from those set 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 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 3.0.

13.0 Supplementary Agreement

13.1 When the Foundation has made photographs, drawings, and other material depicting the Property and the Facade, the Owner shall execute an agreement with respect to the Property and the Facade substantially in the form attached hereto as Appendix "C". Said agreement shall specifically provide for the attachment of photographs, drawings and other material depicting the Property and 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

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 Courthouse.

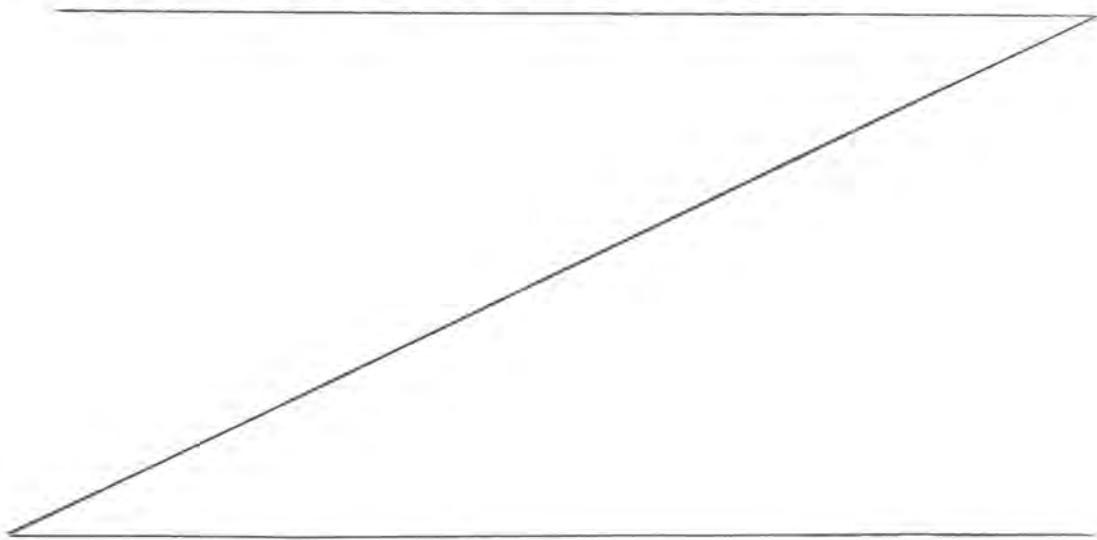
15.2 The Owner shall immediately notify the Foundation in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Courthouse.

16.0 Covenants To Run With The Property

16.1 This Agreement shall be registered on title to the Property following the execution of it by the parties hereto and 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 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

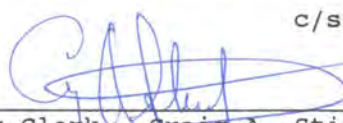
in the presence of:

) THE CORPORATION OF THE CITY OF
) WELLAND

) Per:

) 
) _____
) Mayor - Roland Hardy

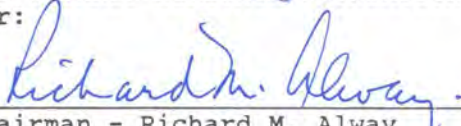
) c/s

) 
) _____
) City Clerk - Craig A. Stirtzinger


) We have the authority to bind the corporation

) THE ONTARIO HERITAGE FOUNDATION

) Per:

) 
) _____
) Chairman - Richard M. Alway

) c/s

) 
) _____
) ~~Secretary or Treasurer or Chief~~
) Operating Officer - Barry Gardiner

- A1 -

APPENDIX "A"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF WELLAND of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of May, 1990.

DESCRIPTION OF THE PROPERTY

ALL AND SINGULAR that certain parcel or tract of land and premises, situate lying and being formerly in the Village of Merrittsville, in the County of Welland, now in the City of Welland, in the Regional Municipality of Niagara, in the Province of Ontario, and being composed of Lot "B" and Part of Lots "A", "C", "D", "E" on the north side of East Main Street, according to McFarland and Donaldson's Plan of said Village of Merrittsville now known as Plan 551, the boundaries of the said parcel being described as follows:

PREMISING that the bearings are derived from the southerly limit of the said Lots "A", "B", "C", "D", and "E", having a bearing of north seventy-eight degrees, zero minutes east (N 78 00' E) as shown on the said McFarland and Donaldsons Plan, and relating all bearings herein thereto;

COMMENCING at a point in the southerly limit of the said lot "A", distant ten feet (10.00') measured north seventy-eight degrees, zero minutes east (N 78 00' E) from the south-west corner of the said Lot "A";

THENCE north twelve degrees, zero minutes west (N 12 00' W) two hundred and thirty-nine and one one-hundredths feet (239.01') to a point in the northerly limit of the said Lot "A" distant ten and three one-hundredths feet (10.03') measured north seventy-three degrees forty-two minutes, forty seconds east (N 73 42' 40" E) along the said northerly limit of Lot "A" from the north-west corner of the said Lot "A";

THENCE north seventy-three degrees, forty-two minutes, forty seconds east (N 73 42' 40" E) along the northerly limit of the said Lots "A", "B", "C", and "D", two hundred and fifty-four and seventy-one one-hundredths feet (254.71') to the north-east corner of the said Lot "D";

THENCE north seventy-eight degrees, twenty-eight minutes, forty seconds east (N 78 28' 40" E) along the northerly limit of the said Lot "E", one hundred and seventy and seventy-seven one-hundredths feet (170.77') to the north-east corner of the said Lot "E";

THENCE south one degree, thirty-four minutes west (S 1 34' W) along the easterly limit of the said Lot "E" eighty-nine and twelve one-hundredths feet (89.12);

THENCE south seventy-eight degrees, zero minutes west (S 78 00' W) two hundred and forty-eight and sixty-four one-hundredths feet (248.64');

THENCE south twelve degrees, zero minutes east (S 78 00' E) one hundred and seventy feet (170.00') to the southerly limit of the said Lot "C" being the northerly limit of the East Main Street;

THENCE South seventy-eight degrees, zero minutes west (S 78 00' W) along the said northerly limit of the East Main Street one hundred and fifty-five and twenty-two one-hundredths feet (155.22') more or less to the point of commencement.

AND DESIGNATED as Part 1 on Ontario Department of Public Works Plan of Survey Number 435-301L attached to Instrument Number 134715 registered on January 21, 1971 in the Registry Division of Niagara South.

APPENDIX "B"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF WELLAND of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of May, 1990.

CERTIFICATE OF INSURANCE

Ontario

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		
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 % _____

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	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 "C"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF WELLAND of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of May, 1990.

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT made as of the > day of
>, 19>.

BETWEEN:

>

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 > in the > and Province of
Ontario (hereinafter called the "Property"), being composed of >
and more particularly described in Appendix "A" attached hereto;

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 entered into an easement agreement (hereinafter called the "Easement Agreement"), dated the > day of >, 19> and registered in the land registry office for the Registry Division of > (No. >) on the > day of >, 19>, as Instrument No. >, for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of the building on the Property together with the interiors of > (all of which are hereinafter called the "Facade/Heritage Elements");

AND WHEREAS paragraph 13.1 of the said 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 Facade/Heritage Elements which would be supplemental to and form a part of the said Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other material depicting the Property and the Facade/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 "B", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario depict the Property and the Facade/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 Facade/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 said Easement Agreement shall remain in effect and shall continue to run with the Property forever.

3. This Supplementary Agreement and the Easement Agreement of which it forms a part embodies 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. The Owner shall not assign this Agreement without the prior written consent of the Foundation.

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

SIGNED, SEALED
AND DELIVERED

in the presence of:

) >
)
) Per:
)
)
)
) _____
) President
)
) c/s
)
) _____
) Secretary
)
) THE ONTARIO HERITAGE FOUNDATION
) Per:
)
)
) _____
) Chairman
)
) c/s
)
) _____
) Secretary or Treasurer or
) Chief Operating Officer

APPENDIX "A"

Attached to and forming part of the Supplementary Agreement between >, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the > day of >, 198.

DESCRIPTION OF THE PROPERTY

APPENDIX "B"

Attached to and forming part of the Supplementary Agreement between >, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the > day of >, 198.

PHOTOGRAPHS

PROVINCE OF ONTARIO)
) IN THE MATTER OF
) the Ontario Heritage 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 Supplementary Agreement between >, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the > day of >, 19>, and do hereby certify that the said Supplementary Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto the > day of >, 19>.

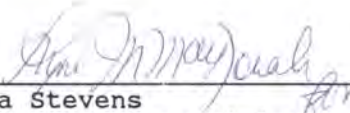
>
Assistant Deputy Minister
Culture Division
Ministry of Culture and
Communications

PROVINCE OF ONTARIO)	IN THE MATTER OF
)	the Ontario Heritage
COUNTY OF)	Act, R.S.O. 1980,
)	c. 337
NIAGARA)	
)	

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 THE CORPORATION OF THE CITY OF WELLAND, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 15th day of May, 1990, 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 7 day of Jan , 1991.



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

Form 1 - Land Transfer Tax Act
Affidavit of Residence and of Value of the Consideration
Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Lot B and Part Lots A, C, D and E, Plan 551,
City of Welland, Regional Municipality of Niagara

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

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

(see instruction 2 and print name(s) in full) C. SCOTT ALLINGTON, of the City of Toronto, in the Municipality
of Metropolitan Toronto,

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)) The Ontario Heritage Foundation

☐ described in paragraph(s) ~~(a), (b), (c)~~ above, (strike out references to inapplicable paragraphs)
☐ (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s)) _____

☐ described in paragraph(s) (a), (b), (c) above, (strike out references to inapplicable paragraphs)
☐ (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 \$250,000). N/A

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. **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.**
☐ does not contain a single family residence.
☐ contains more than two single family residences. (see instruction 3)

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 1(1)(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) 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 7th day of January 19 90

A Commissioner for taking Affidavits, etc.

Sau Tellebun

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) 102 East Main Street, Welland, Ontario
(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) fee simple
title not being transferred
D. (i) Registration number for last conveyance of property being conveyed (if available) 438278
(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 Services Branch
77 Bloor Street West, 2nd Floor
Toronto, Ontario M7A 2R9

For Land Registry Office use only

REGISTRATION NO.

Land Registry Office No.

Registration Date