



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

New Property Identifiers

Additional:
See
Schedule ☐

Executions

Additional:
See
Schedule ☐

(1) Registry ☒

Land Titles ☐

(2) Page 1 of 21 pages

(3) Property
Identifier(s)

Block

Property

Additional:
See
Schedule ☐

(4) Nature of Document

SUPPLEMENTARY AGREEMENT
Ontario Heritage Act, section 22

(5) Consideration

TWO

Dollars \$2.00

(6) Description

Lot B and part Lots A, C, D and E,
North Side of East Main Street, Plan 551,
City of Welland,
Regional Municipality of Niagara.
Registry Division of Niagara South.
As described in No. 438278.

(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. 1990, c.O.18.

See Supplementary Agreement attached.

ONTARIO HERITAGE FOUNDATION was formerly described as THE ONTARIO HERITAGE
FOUNDATION by section 1(d) of the Ontario Heritage Act, R.S.O. 1980, c.337,
which corporate name was changed by section 1 of the Ontario Heritage Act,
R.S.O. 1990, c.O.18, which came into force on 31 December 1991.

Continued on Schedule ☐

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

Heritage Easement Agreement No. 600616

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

Name(s)

Signature(s)

Date of Signature
Y M D

ONTARIO HERITAGE FOUNDATION

by its solicitor C. Scott Allington

C. Scott Allington

1993 12 17

(11) Address
for Service

10 Adelaide Street East, Toronto, Ont. M5C 1J3

(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

"Welland County
Court House"
102 East Main Street
Welland, Ont.

(15) Document Prepared by:

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

Fees and Tax

Registration Fee

Total

FOR OFFICE USE ONLY

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT dated as of the 25th day of June, 1993.

BETWEEN:

THE CORPORATION OF THE CITY OF WELLAND,

(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 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 the Foundation was formerly described as The Ontario Heritage Foundation by section 1(d) of the Ontario Heritage Act, R.S.O 1980, c.337, which corporate name was changed by section 1 of the Ontario Heritage Act, R.S.O. 1990, c.O.18, which came into force on December 31, 1991;

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 entered into an easement agreement (hereinafter called the "Easement Agreement"), dated the 15th day of May, 1990, and registered in the land registry office for the Registry Division of Niagara South (No. 59) on the 11th day of January, 1991, as Instrument No. 600616, for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of the Courthouse (hereinafter called the "Facade");

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 Facade 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 Facade;

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

~~and may be examined at the Archives of Ontario depict the~~
Property and the Facade 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 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 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 have hereunto set
their hands and seals.

SIGNED, SEALED
AND DELIVERED

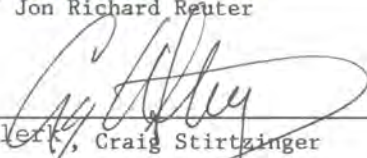
in the presence of:

) THE CORPORATION OF THE CITY OF
) WELLAND

) Per:


) 
Mayor, Jon Richard Reuter

c/s

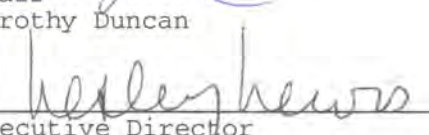
) 
City Clerk, Craig Stirtzinger

) ONTARIO HERITAGE FOUNDATION

) Per:

) 
Chair
Dorothy Duncan

c/s

) 
Executive Director
Lesley Lewis

APPENDIX "A"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF WELLAND, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 25th day of June, 1993.

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.

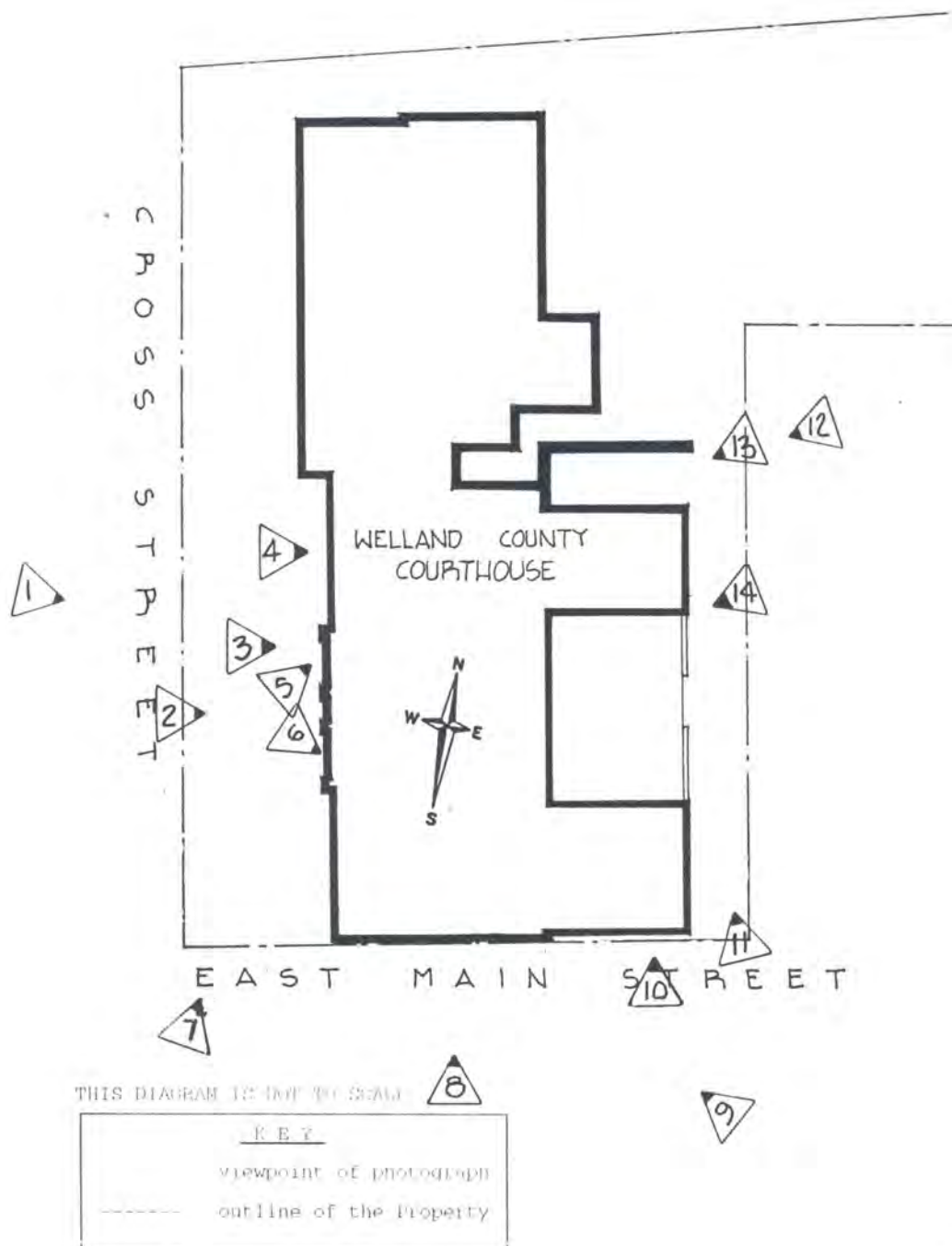
AND DESIGNATED as Part 1 on Ontario Department of Public Works Plan of Survey Number 435-301L attached to Instrument Number 134715 registered on January 21, 1971 in the Registry Division of Niagara South.

APPENDIX "B"

Attached to and forming part of the Supplementary Agreement between THE CORPORATION OF THE CITY OF WELLAND, of the first part, and the ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 25th day of June, 1993.

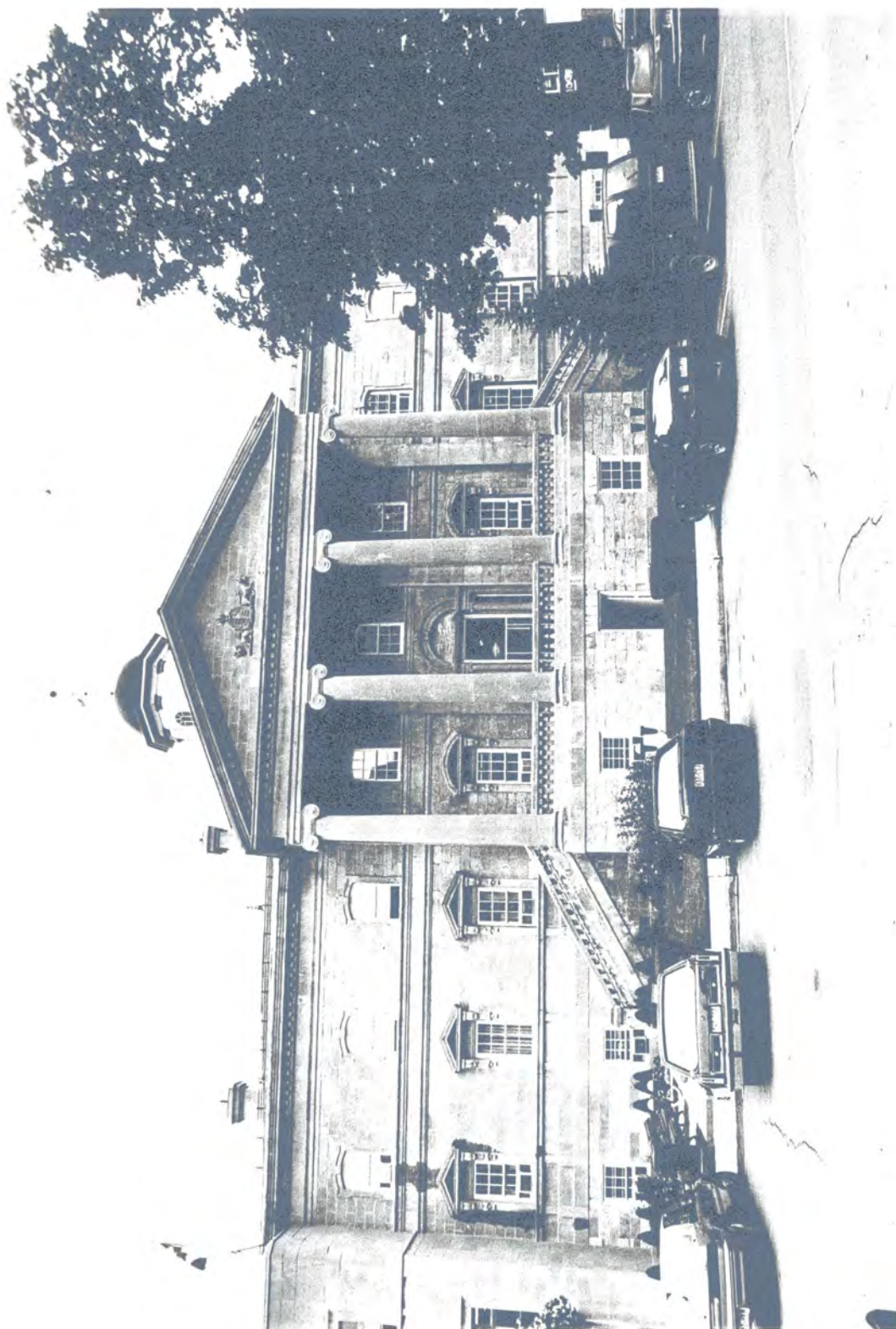
1. SITE PLAN
2. PHOTOGRAPHS

1. SITE PLAN



2. PHOTOGRAPHS

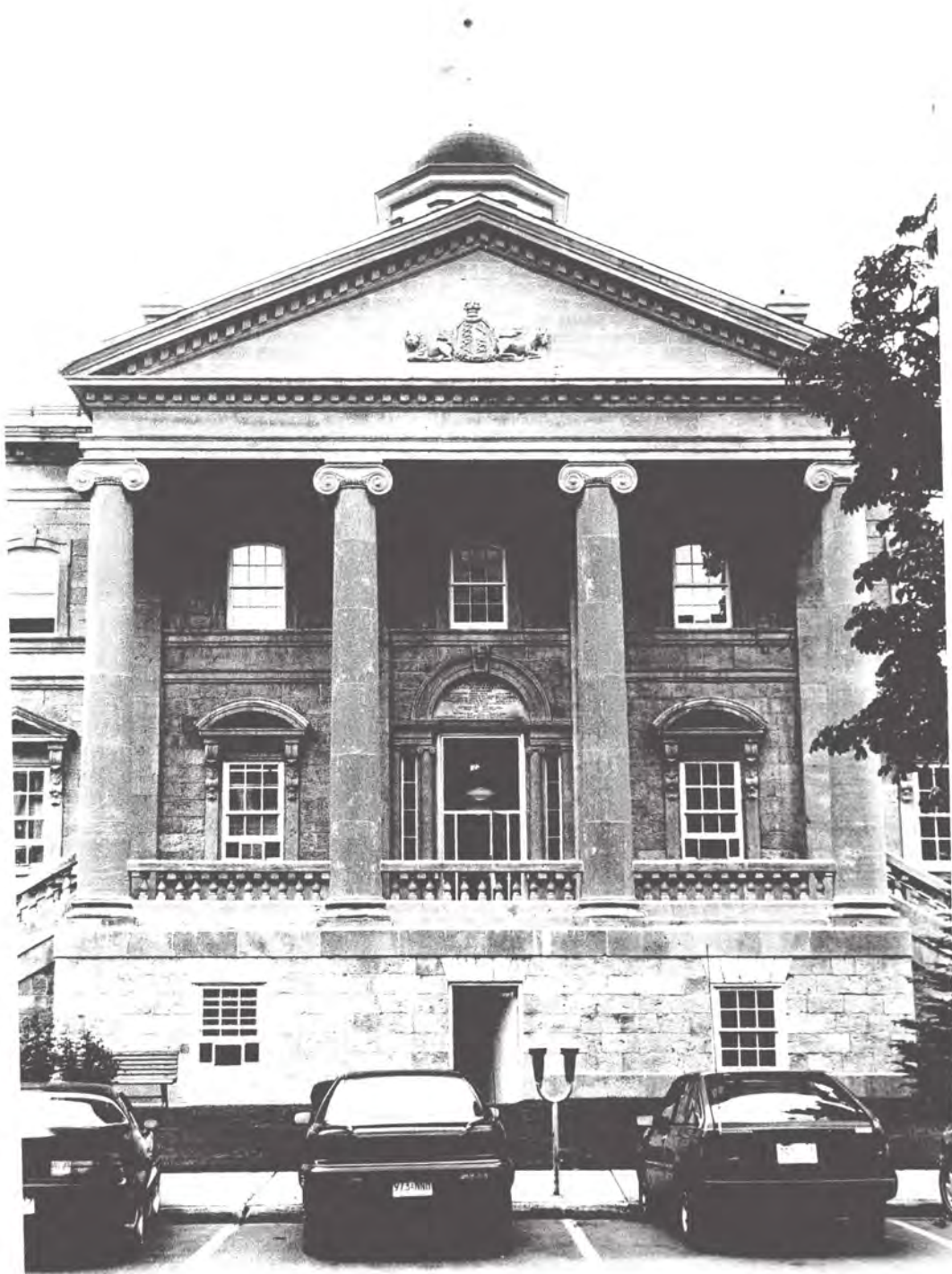
PHOTOGRAPH 1



View of the West facade or main entrance of
Welland County Courthouse.

.../B3

PHOTOGRAPH 2



View of main entrance on West facade showing pediment
and ionic column supports of Welland County Courthouse.
.../B4

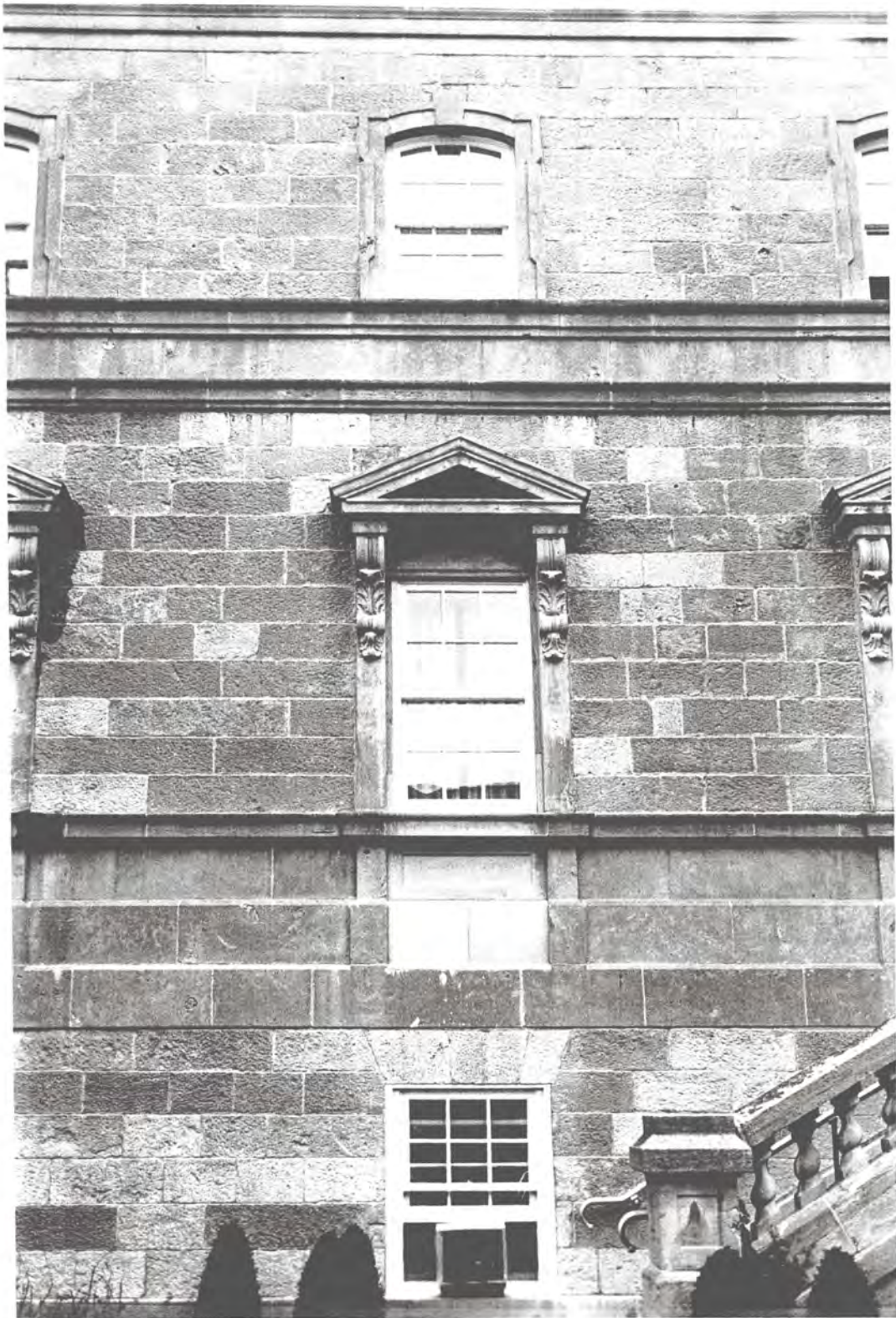
PHOTOGRAPH 3



Detail view of column and pediment of Welland
County Courthouse.

.../B5

PHOTOGRAPH 4



Detail view of ground, second and third floor windows
of Welland County Courthouse.

PHOTOGRAPH 5



Detail view of second floor window on West facade
showing pediment, bracket and frame of Welland
County Courthouse.

../B7

PHOTOGRAPH 6



Detail view showing pediment bracket and surrounding masonry of Welland County Courthouse.

.../B8

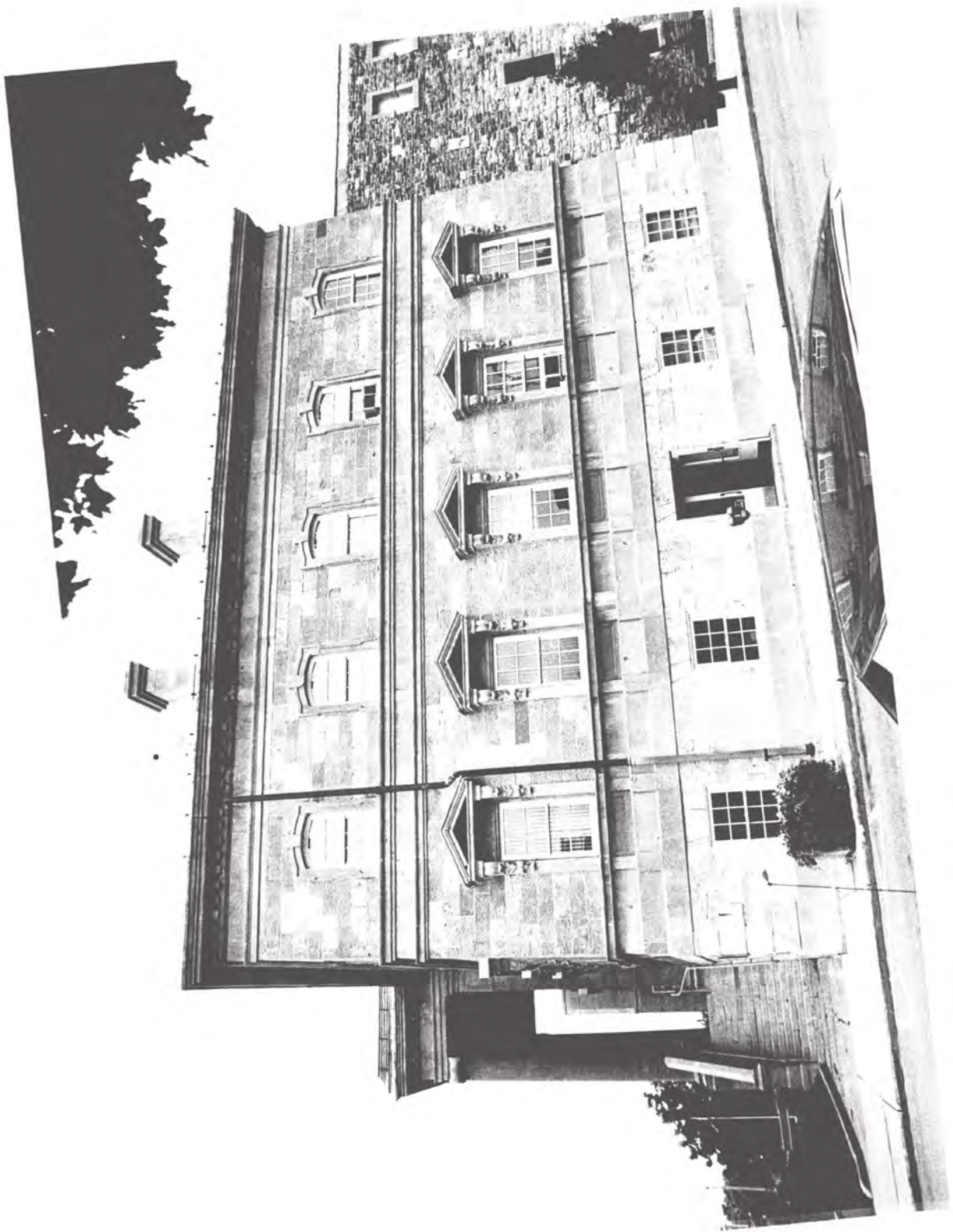
PHOTOGRAPH 7



View from corner of East Main street and Cross street
showing West facade of Welland County Courthouse.

.../B9

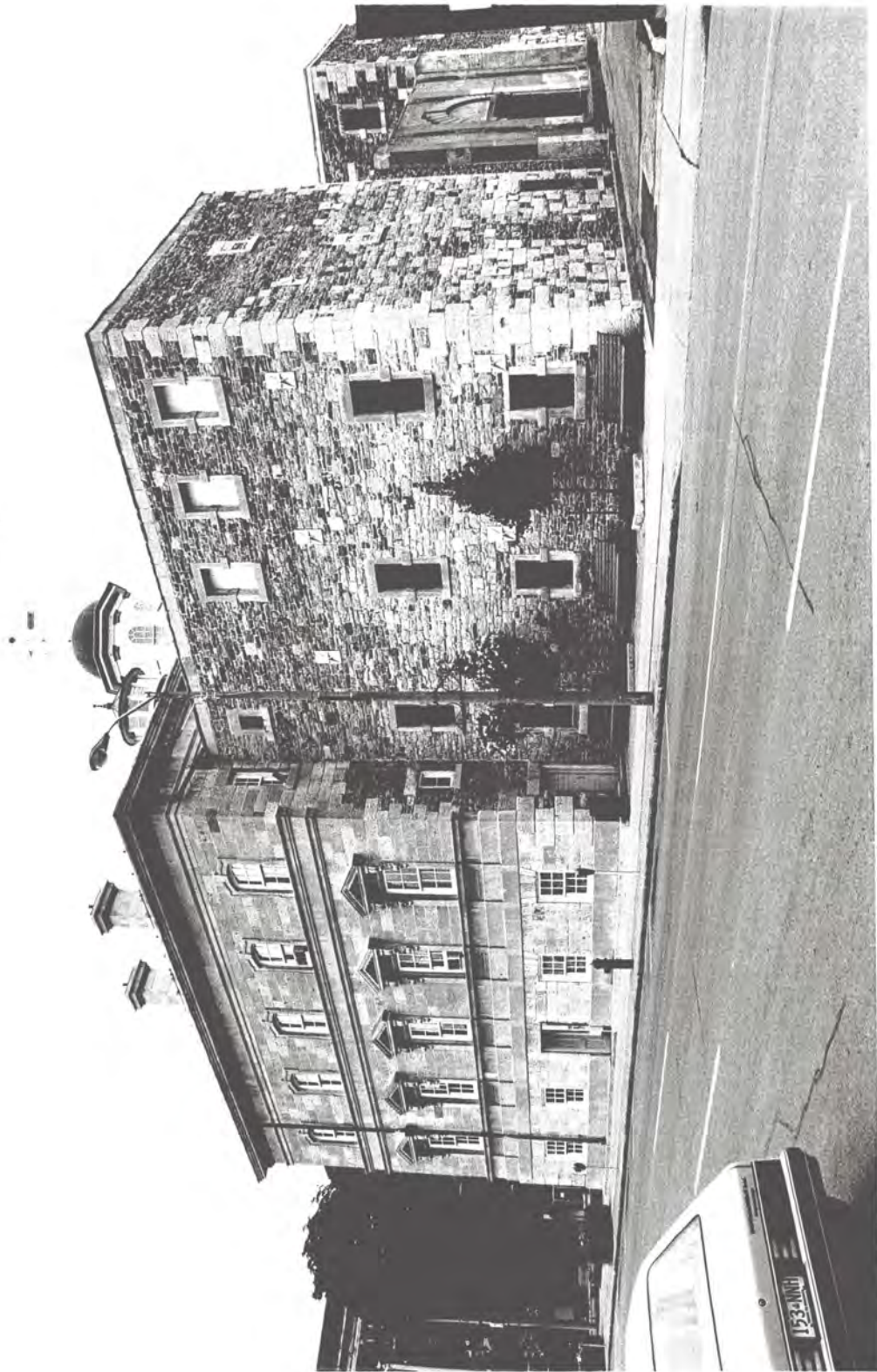
PHOTOGRAPH 8



View of the South facade of Welland County Courthouse.

.../B10

PHOTOGRAPH 9



View of the South facade showing Courthouse and adjoining jail of Welland County Courthouse.

.../B11

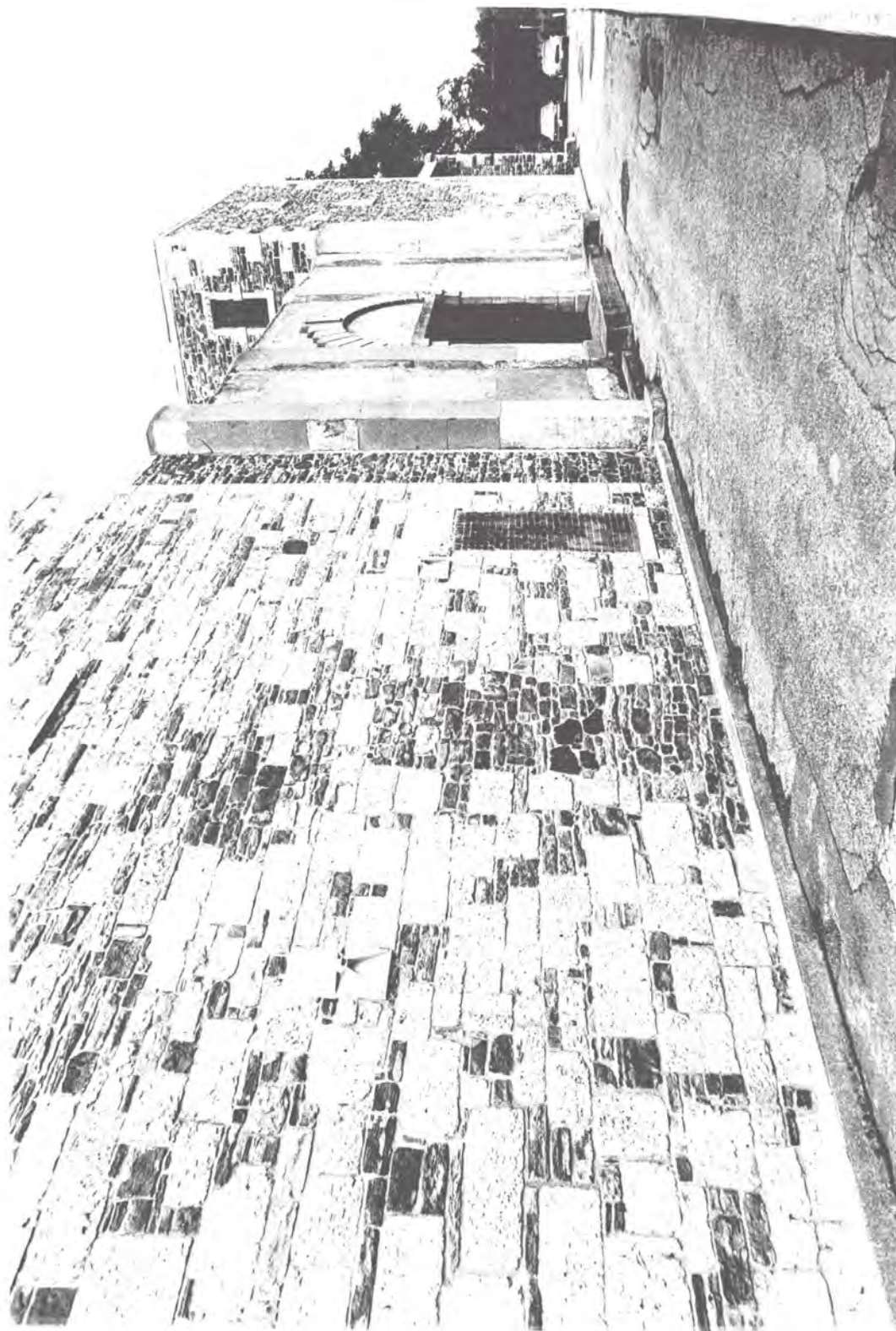
PHOTOGRAPH 10



Detail view on South facade of adjoining jail showing
window openings and anchor plate of Welland County
Courthouse.

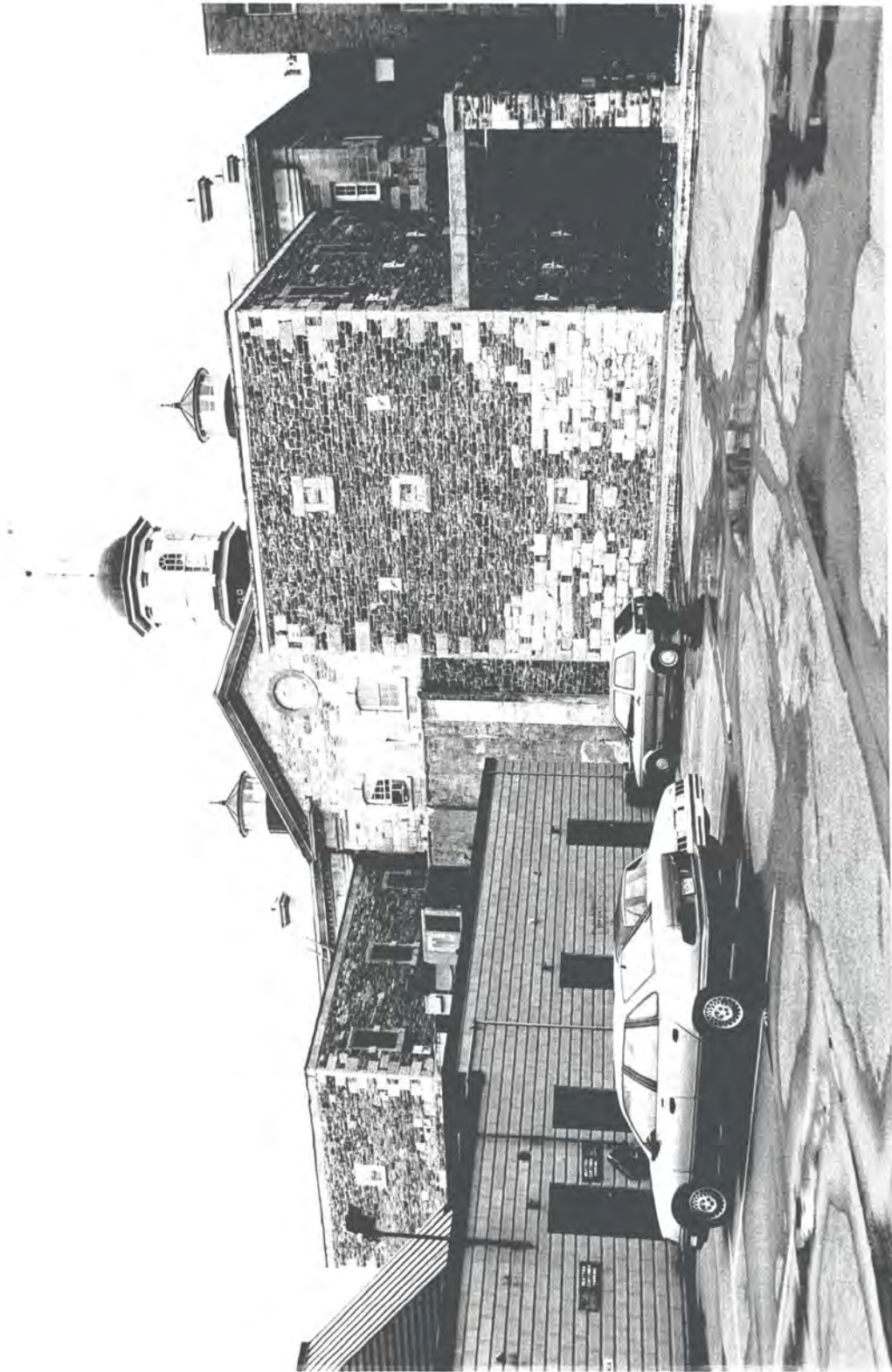
.../B12

PHOTOGRAPH 11



View of East Facade of Welland County Courthouse.

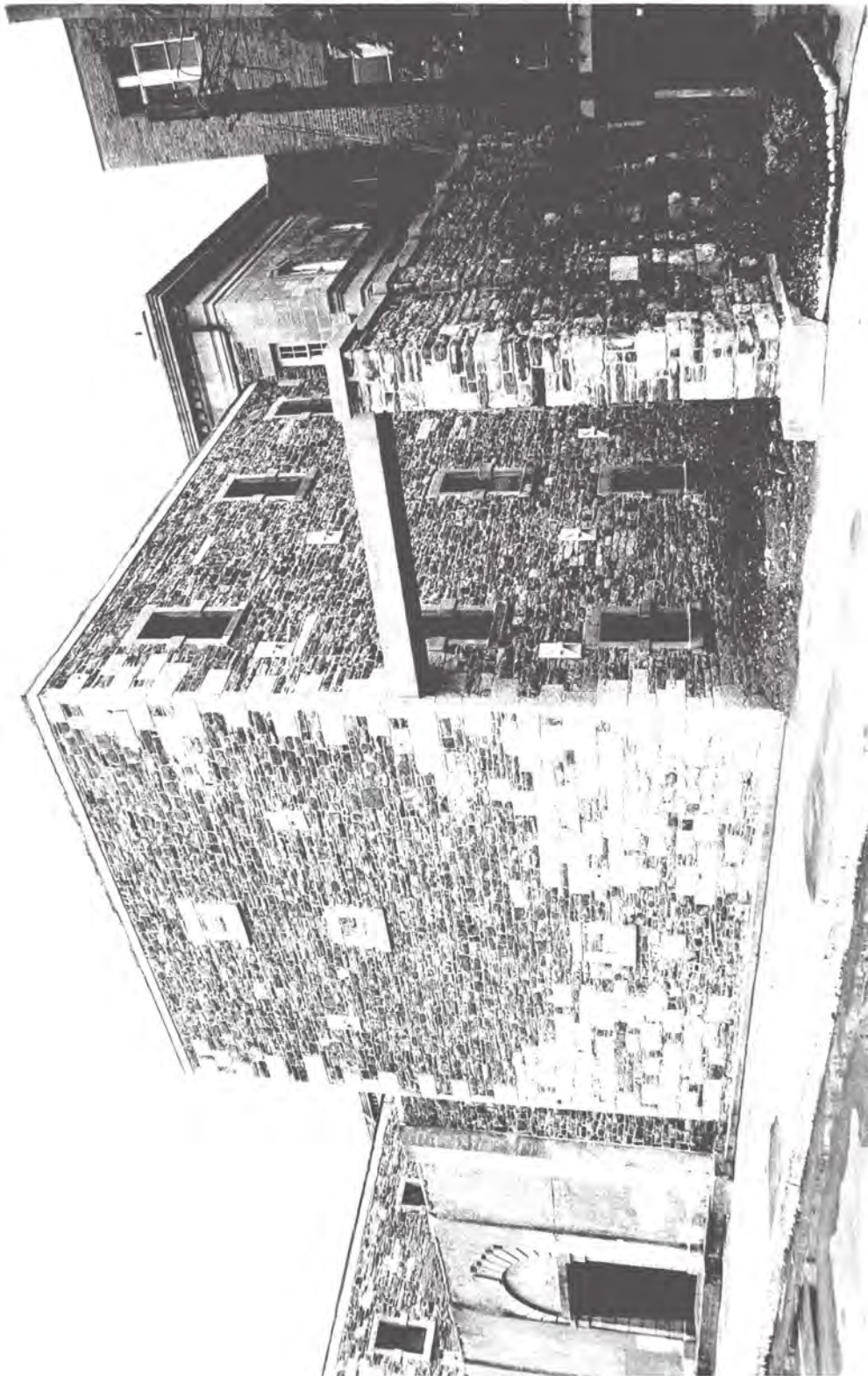
PHOTOGRAPH 12



View of East facade showing adjoining jail of Welland
County Courthouse.

.../B14

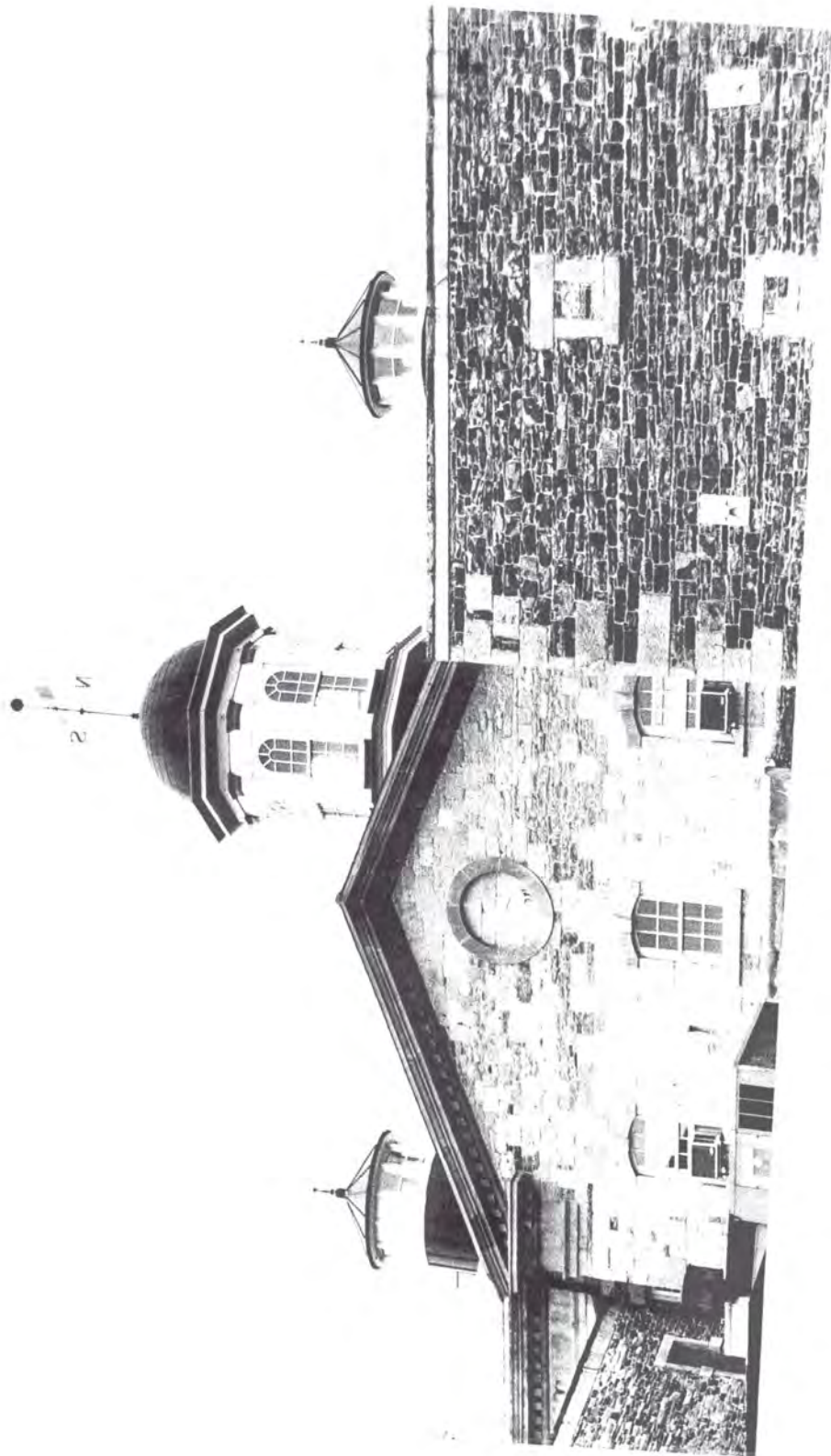
PHOTOGRAPH 13



View of East and North facade of adjoining jail of
Welland County Courthouse.

.../B15

PHOTOGRAPH 14



Detail view of roof skylights on the Welland County Courthouse.

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 Supplementary Easement Agreement between THE CORPORATION OF THE CITY OF WELLAND as Owner and the ONTARIO HERITAGE FOUNDATION, dated as of 25 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 17th day of December 1993



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