

Document General  
 Form 4 - Land Registration Reform Act

D

FOR OFFICE USE ONLY	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 16 pages
	(3) Property Identifier(s) Block Property 17074 0009 (LT)	Additional: See Schedule <input type="checkbox"/>
	(4) Nature of Document APPLICATION TO ENTER NOTICE OF AGREEMENT Land Titles Act, section 71; Ontario Heritage Act, section 22	
	(5) Consideration NIL Dollars \$ 0	
	(6) Description part Lot 15 Concession 4 Barton: Parts 2, 3, 4 and 5 Plan 62R-15401 City of Hamilton Regional Municipality of Hamilton-Wentworth Land Titles Division of Wentworth  being part of the said PIN	
	(6) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>	

(6) This Document provides as follows:  
 APPLICATION TO REGISTER NOTICE OF AN UNREGISTERED ESTATE, RIGHT, INTEREST OR EQUITY  
 ONTARIO HERITAGE FOUNDATION has an unregistered estate, right, interest or equity in the land registered as PIN 17074-0009, in the name of THE CORPORATION OF THE CITY OF HAMILTON;  
 AND it hereby applies under section 71 of the Land Titles Act for the entry of Notice of the Agreement in the register for the said PIN.  
 The evidence in support of this Application consists of the attached Agreement.

Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)		Date of Signature	
Name(s)	Signature(s)	Y	M D
ONTARIO HERITAGE FOUNDATION (Applicant) by its solicitor	<i>Dana O. Hall</i> Dana O. Hall	2000	12 14

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

(12) Party(ies) (Set out Status or Interest)		Date of Signature	
Name(s)	Signature(s)	Y	M D
THE CORPORATION OF THE CITY OF HAMILTON (owner)			

(13) Address for Service  
 50 Main Street East F5, Hamilton ON L8N 1E9

(16) Municipal Address of Property 88 Fennell Avenue West Hamilton ON L9C 1E7	(17) Document Prepared by: DANA O. HALL, Counsel Legal Services Branch Ministry of Citizenship, Culture and Recreation 400 University Avenue F5 TORONTO ON M7A 2R9 (dp)	Fees and Tax	
		Registration Fee	
		Total	

THIS EASEMENT AGREEMENT dated as of the 4<sup>TH</sup> day of DECEMBER 2000.

BETWEEN:

THE CORPORATION OF THE CITY OF HAMILTON  
a corporation incorporated under the laws of the Province of Ontario,  
(the "Owner")

OF THE FIRST PART;

- and -

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

OF THE SECOND PART.

WHEREAS:

the Owner is the registered owner of certain lands and premises situated in the City of Hamilton in the Regional Municipality of Hamilton Wentworth (the "Property"), being composed of part of Lot 15 Concession 4, geographic Township of Barton, and more particularly described in Appendix "A1" attached hereto;

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

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

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

the Owner and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property, including its landscaping, and the present historical, architectural, aesthetic and scenic character and condition of the exterior of the manor house building, the carriage house building and other improvements and structures located on the Property shown on the sketch attached hereto as Appendix "A2" (the "Buildings") (excluding however the addition to the manor house building constructed circa 1960 and known as the Holy Spirit Retreat Centre) together with the interiors of the manor house building, which interior features are shown/described in Appendix "B" (all of which are hereinafter called the "Heritage Elements");

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

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

1.0 Duties Of Owner

1.1 Normal Repairs And Alterations

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

repair or refinishing is not performed in a manner which would materially affect the construction or appearance of the Heritage Elements.

#### 1.2 Insurance

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

#### 1.3 Demolition

The Owner shall notify the Foundation of any damage or destruction to the Buildings within ten (10) clear days of such damage or destruction occurring. In the event that the Buildings 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 Buildings, 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 Buildings, 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 Buildings. 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 Buildings to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Buildings and of any additional monies contributed by the Foundation towards the replacement, rebuilding, restoration or repair of the Heritage Elements under the provisions of paragraph 1.2 to effect a partial or complete restoration of the Buildings. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements to the Foundation for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Buildings. A refusal by the Foundation to approve any plans and specifications may be based upon choice of materials, unattractive appearance, nonconforming architectural style, or any other ground or grounds, including but not limited to purely aesthetic grounds, and the determination of the Foundation shall be final. The Owner shall not commence or cause restorative work to be commenced on the Heritage Elements before receiving the written approval of the Foundation of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Foundation may stipulate. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within thirty (30) days of the receipt of such request by the Foundation. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Heritage Elements to be commenced within thirty (30) days of the approval by the Foundation of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Foundation.

#### 1.5 Emergencies

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

- (1) in keeping with the intentions of this Agreement,
- (2) consistent with the conservation of the Heritage Elements, and

- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Heritage Elements at risk of damage or occupants of the Buildings at risk of harm.

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

#### 1.6 Reconstruction By Foundation

In the event that the request to demolish the Buildings is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph 1.4 which are acceptable to the Foundation within one hundred and thirty-five (135) days of the damage or destruction occurring to the Buildings, the Foundation may prepare its own set of plans and specifications for the Heritage Elements. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the Foundation in writing that it intends to replace, rebuild, restore or repair the Heritage Elements in accordance with those plans and specifications. If the Owner does not so notify the Foundation within the said thirty (30) days, the Foundation may proceed with replacing, rebuilding, restoring or repairing the Buildings up to the value of any insurance proceeds receivable by the Owner under the aforementioned insurance policy or policies and of any additional amount that the Foundation is prepared to contribute to effect a partial or complete restoration of the Heritage Elements. The Owner shall reimburse the Foundation for any expenses incurred by the Foundation thereby to an amount not to exceed any insurance proceeds receivable by the Owner under the aforementioned insurance policy or policies.

In the event that the Foundation does not submit its own plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Buildings 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 Buildings.

#### 1.7 Maintenance Of The Buildings

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

#### 1.8 Signs, Structures, Etc.

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

#### 1.9 Activities with respect to the Property

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

- (a) grant any easement or right of way;
- (b) erect or remove or permit the erection or removal of any Buildings, sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (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 Buildings or the Property, or (ii) causing any damage to the Buildings;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; or

- (h) subdivide the Property by plan of subdivision, severance or otherwise except for a conveyance to a municipality, a public utility company or a private utility company where the land being conveyed is required for public highways, the provision of municipal services or the provision of public utility or private utility services. Notwithstanding the foregoing, the Owner may separately convey those parts of the Property described as Part 2 and Part 3 on Plan 62R-15401 without the approval of the Foundation.

#### 1.10 Master Plan

Notwithstanding any other provision of this Agreement, where the Owner has prepared a comprehensive master plan respecting the restoration and/or re-development of the Property including the Heritage Elements which has been approved by the Foundation (the "Approved Master Plan") the Owner may, without the further approval of the Foundation, undertake any repair, renovation, development, redevelopment, construction, reconstruction or any other activity that implements the Approved Master Plan or any feature of the Approved Master Plan.

#### 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, 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. Any waiver must be in writing and signed by the Foundation.

#### 5.0 Extension Of Time

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

#### 6.0 Use of Property

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

#### 7.0 Inspection Of The Property

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

7.2 The Owner shall ensure that reasonable public access is available to the Property and the Buildings on a regular basis to permit viewing of the Property and the Heritage Elements.

7.3 The owner shall, in addition to the requirements of section 7.2, at the request of the Foundation or a local heritage organization, the Owner shall arrange for the Property and the Heritage Elements to be open for public viewing on at least two (2) occasions during each calendar year and that reasonable prior notice of such a showing be given to the Foundation.

7.4 The Owner grants to the Foundation the right and easement in the nature of a right-of-way over and across that part of the said Lot 15 Concession 5 designated as Part 1 on Reference Plan 62R-15401 ("Part 1") for the purpose of vehicular and pedestrian ingress and egress to and from the Property for the Foundation, its employees, agents, representatives, contractors and consultants in the exercise of any of the Foundation's rights, easements and remedies in respect of the Property set out in this Agreement until such time as Part 1 has been dedicated and opened as part of a public highway.

#### 8.0 Plaque and Publicity

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

#### 9.0 Severability Of Covenants

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

#### 10.0 Notice

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

##### THE OWNER

The Corporation of the City of Hamilton  
50 Main Street East F5  
Hamilton ON L8N 1E9  
Attention Legal Department  
Fax: 905-546-4370

##### THE FOUNDATION

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

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

#### 11.0 Costs

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

#### 12.0 Indemnification

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

### 13.0 Baseline Documentation Report

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

### 14.0 Entirety

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

### 15.0 Subsequent Instruments

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

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 Buildings.

### 16.0 Covenants To Run With The Property

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

17.0 Headings

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED

THE CORPORATION OF THE CITY OF HAMILTON

per:

Approved  
as to form  
*[Signature]*  
S. [unclear]

*[Signature]*

Robert Morrow, Mayor

*[Signature]*  
Kevin Christenson, Acting Clerk  
CAREY, LEG

we have authority to bind the corporation.

ONTARIO HERITAGE FOUNDATION

per:

*[Signature]*

Chair: Allan Gottlieb

Approved as to form & content  
LEGAL BRANCH, HC3CR  
Per: *[Signature]*

*[Signature]*

Executive Director: Marjorie Mercer

we have authority to bind the corporation.

FINANCIAL  
CONTENT  
APPROVED  
BY  
*[Signature]*  
FINANCE

OFFICE OF THE CLERK  
APPROVED BY COUNCIL  
DATE SEPTEMBER 28, 1999  
REPORT 17th ITEM 14 P40  
INTL. DA YEAR/FILE 2000-544



APPENDIX "A1"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the day of

DESCRIPTION OF THE PROPERTY

part of PIN 17074-0009 (LT)

City of Hamilton

Regional Municipality of Hamilton-Wentworth

former geographic Township of Barton

Land Titles Division of Wentworth

part Lot 15

Concession 4 Barton:

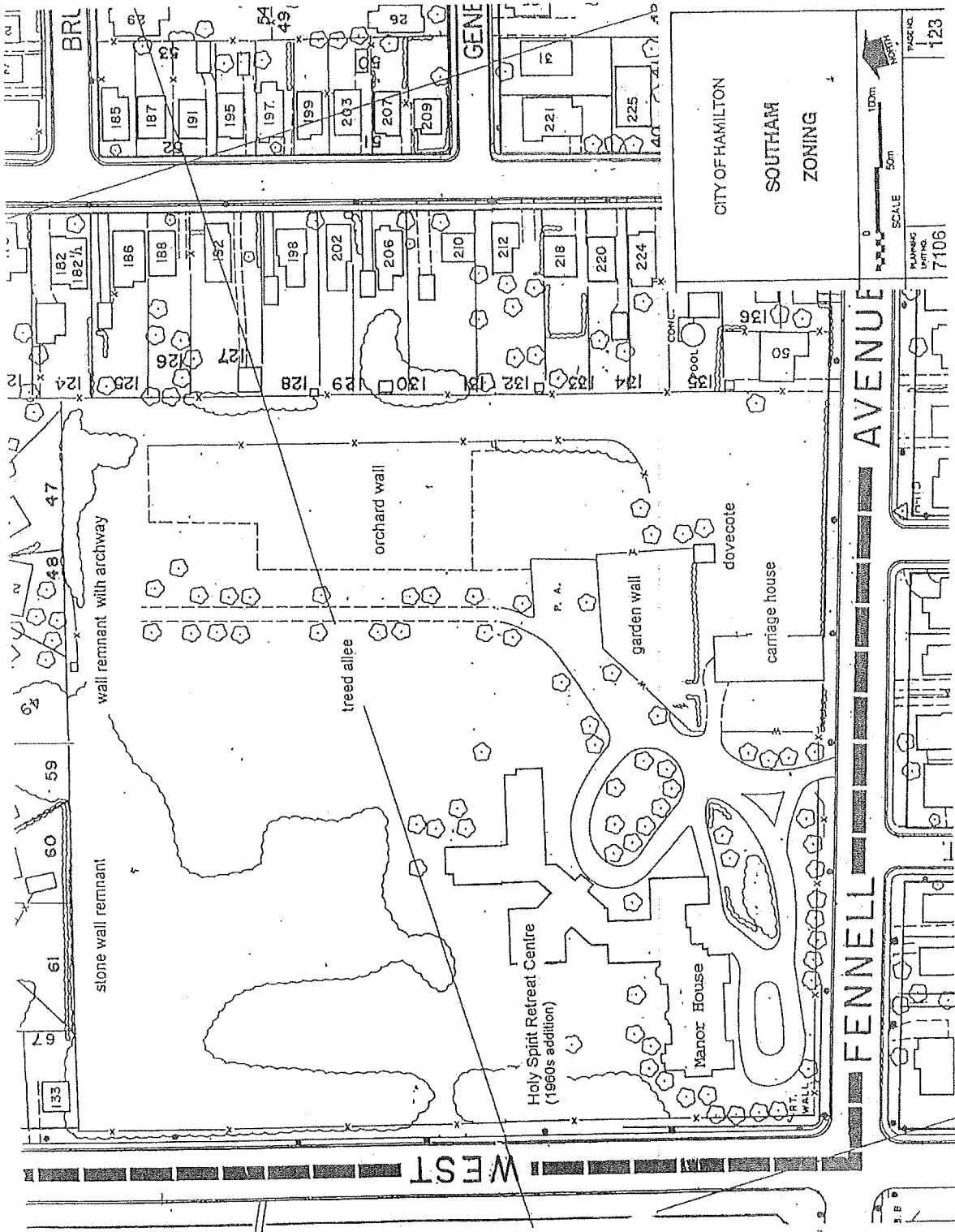
Parts 2, 3, 4 and 5 Plan 62R-15401

with a right-of-way over Part 1 until such time as it has been established as public highway

APPENDIX "A2"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the day of

THIS IS NOT A PLAN OF SUBDIVISION



APPENDIX "B"

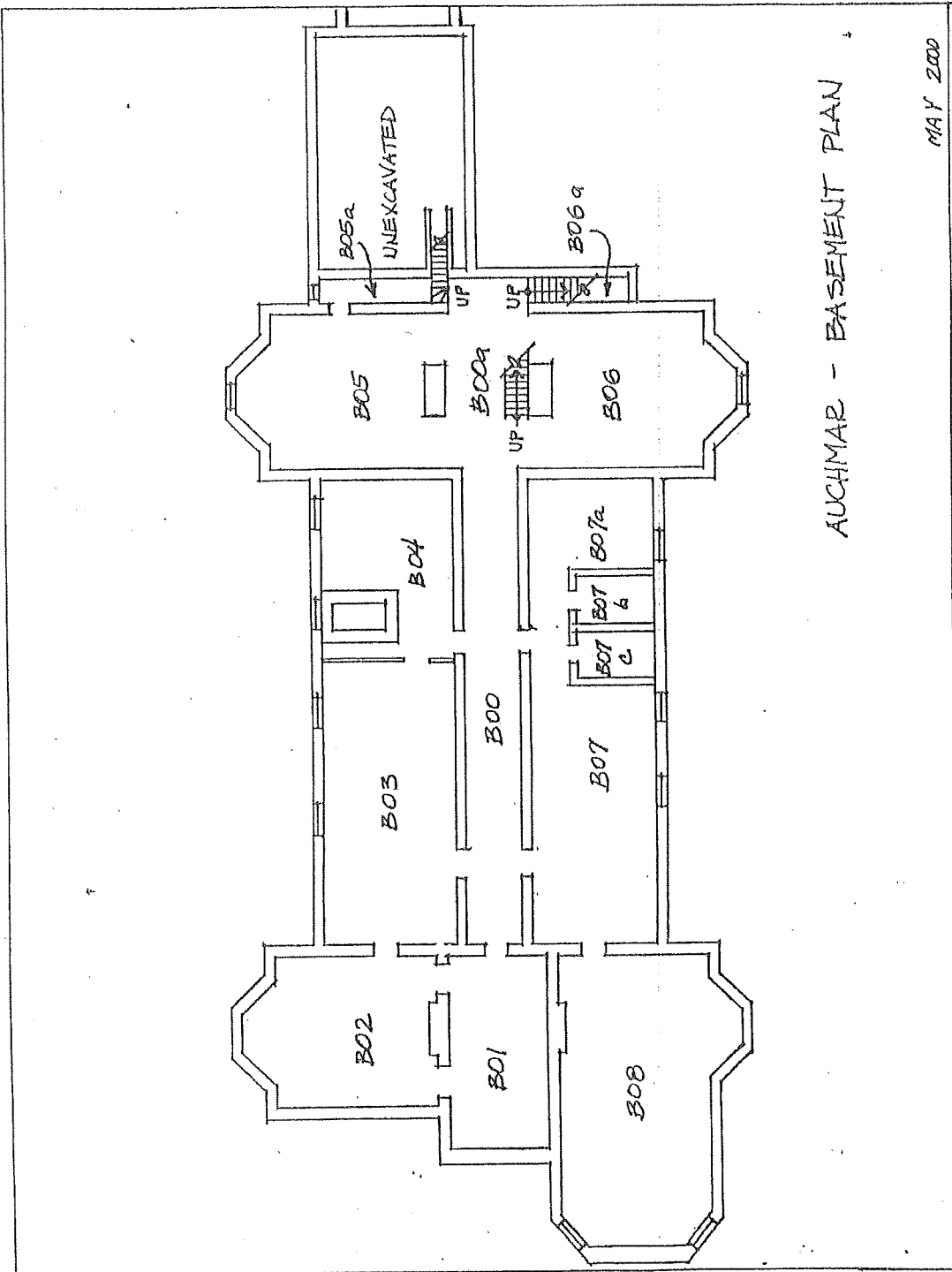
Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the day of

HERITAGE ELEMENTS – INTERIOR FEATURES

The interior features of the Heritage Elements referred to in this Agreement comprise the interior features of the Buildings. Such interior features include, without limitation, the following:

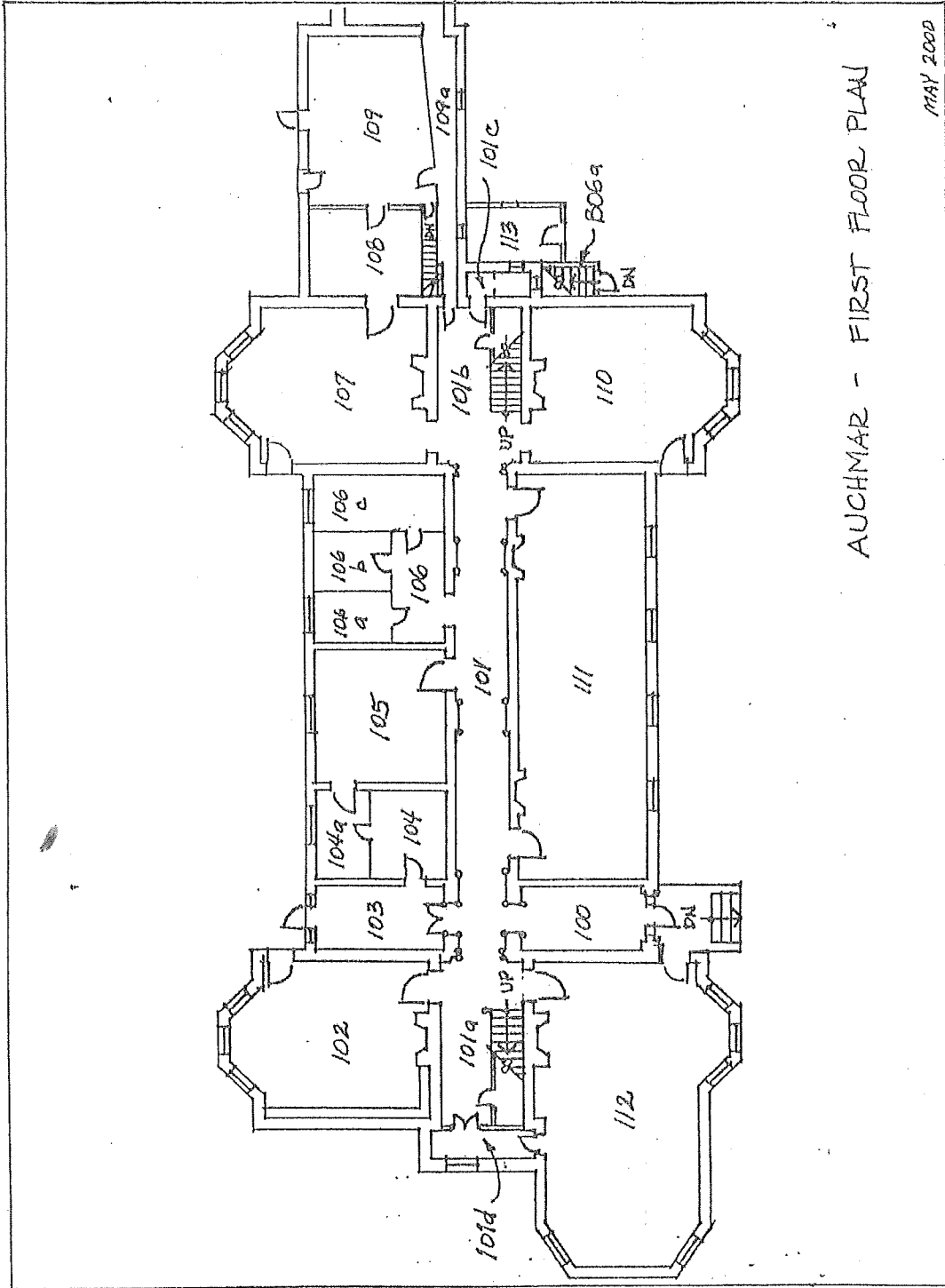
- 1) floor plan/layout of rooms, hallways, and stairs for basement, 1<sup>st</sup> floor and 2<sup>nd</sup> floor as set out on pages B2, B3 and B4 of this Appendix;
- 2) all ceiling, wall and floor finishes (evidence of original paint colours and decorative finishes, board floors and flagstone floors in basement);
- 3) vaulted ceilings, plaster cornices and ceiling ornaments;
- 4) kitchen cupboards on south wall of kitchen (Room 109), glass-fronted cabinets in pantry (Room 108), and original cabinetry in Rooms 102 and 111;
- 5) doors (including pointed arched doors), windows, and decorative wooden shutters;
- 6) wainscoting in pantry and kitchen;
- 7) door, window and shutter hardware;
- 8) stove-pipe holes in walls, floors and ceilings;
- 9) fireplaces (including blocked fireplaces); and
- 10) light fixtures.

FLOOR PLANS - AUCHMAR



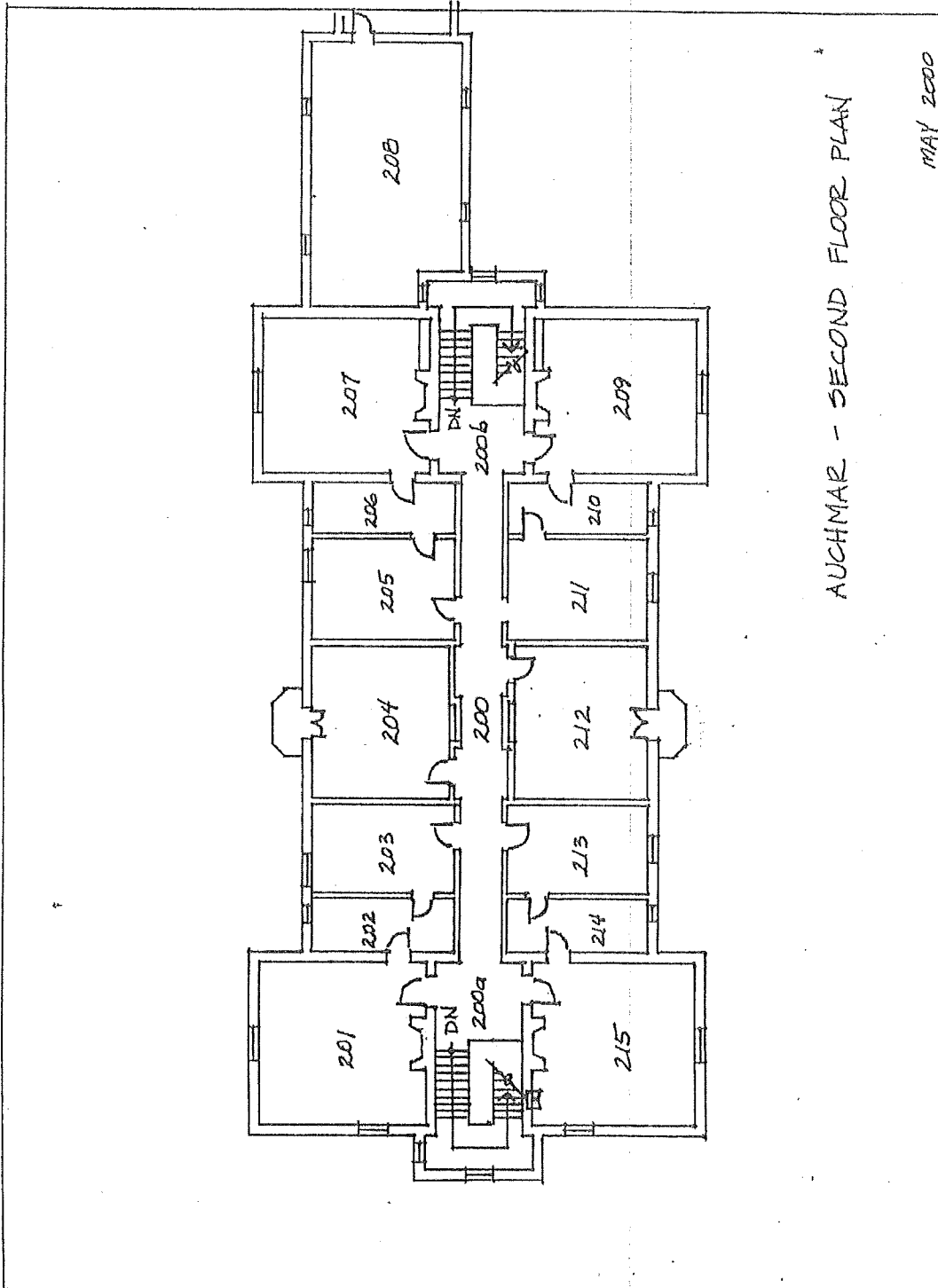
AUCHMAR - BASEMENT PLAN

MAY 2000



AUCHMAR - FIRST FLOOR PLAN

MAY 2000



AUCHMAR - SECOND FLOOR PLAN

MAY 2000

**APPENDIX "C"**

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON, of the first part, and ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the day of

**CERTIFICATE OF INSURANCE**

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

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

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

It is hereby provided and agreed that Her Majesty in right of Ontario, as represented by the Ontario Heritage Foundation, 10 Adelaide Street East, Toronto, Ontario, M5C 1J3 is added as an additional named insured to the above Policy or Policies as its interests may appear. It is also understood and agreed the undersigned certifies if any of these policies are cancelled or materially changed before the expiry date, so as to affect this Certificate, ten days prior written notice of such change or cancellation will be mailed to the Ontario Heritage Foundation (Attention: Easements Program) at the above address. It is also understood in the absence of the insured, or the inability, refusal or neglect of the insured to give notice of loss or deliver the required Proof of Loss under the Policy or Policies, then the Ontario Heritage Foundation shall forthwith give the notice upon becoming aware of the loss and shall deliver as soon as practicable the Proof of Loss.

\_\_\_\_\_  
Name of Insured

\_\_\_\_\_  
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.



Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7(1) of the *Ministry of Citizenship and Culture Act*, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture, Sport and Recreation Division, Ministry of Citizenship, Culture and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Heritage Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON as Owner and the ONTARIO HERITAGE FOUNDATION, dated as of 4 December 2000, and hereby certify that the said document is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED this 14<sup>th</sup> day of December 2000

*Lucille Roch*

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



Additional Property Identifier(s) and/or Other Information

CONSENT

Pursuant to section 10(1) of the *Ontario Heritage Act*, R.S.O. 1990, c.O.18, and delegated authority pursuant to section 7(1) of the *Ministry of Citizenship and Culture Act*, R.S.O. 1990, c.M.18, I, the undersigned Assistant Deputy Minister, Culture, Sport and Recreation Division, Ministry of Citizenship, Culture and Recreation for the Province of Ontario, hereby consent to the execution by the Ontario Heritage Foundation of the attached Heritage Easement Agreement between THE CORPORATION OF THE CITY OF HAMILTON as Owner and the ONTARIO HERITAGE FOUNDATION, dated as of 4 December 2000, 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.

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*Lucille Roch*

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