

LRO # 62 Notice

Received as WE996943 on 2014 10 20 at 16:40

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 13

Properties

PIN 17523 - 0221 LT Affects Part of Prop
Description PART OF LOT 10, CONCESSION 9, GEOGRAPHIC TOWNSHIP OF EAST
FLAMBOROUGH, DESIGNATED AS PART 2 ON PLAN 62R-19828; TOWN OF
FLAMBOROUGH, NOW CITY OF HAMILTON
Address FLAMBOROUGH

Consideration

Consideration \$ 0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name CITY OF HAMILTON
Address for Service 71 Main St. W., Hamilton, Ontario L8P 4Y5

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation R. Bratina, Mayor and R. Caterini, City Clerk.

Party To(s) Capacity Share

Name WATSON, ANDY
Address for Service 24 Martin Street, Milton, Ontario L9T 2P9

This document is not authorized under Power of Attorney by this party.

Name WATSON, LARRY
Address for Service c/o 24 Martin St., Milton, Ontario L9T 2P9

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

This document relates to registration no.(s)WE996902

Signed By

Dennis Yale Perlin 21 King Street West, 12th Floor acting for Signed 2014 10 20
Hamilton Applicant(s)
L8P 4W7
Tel 905-546-4520
Fax 905-546-4370

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF HAMILTON 21 King Street West, 12th Floor 2014 10 20
Hamilton
L8P 4W7
Tel 905-546-4520
Fax 905-546-4370

LRO # 62 Notice

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The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 2 of 13

Fees/Taxes/Payment

Statutory Registration Fee \$60.00

Total Paid \$60.00

File Number

Applicant Client File Number : 14-0850

Heritage Conservation Easement Agreement

THIS EASEMENT AGREEMENT commencing the 17th day of October, 2014.

BETWEEN:

ANDY WATSON and LARRY WATSON

(the "Owner")

- and -

CITY OF HAMILTON

(the "City")

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of Hamilton, Ontario, being composed of:

159 Carlisle Road, Hamilton (Flamborough) and more particularly described in Appendix "A" attached to and forming part of this easement agreement (the "Property");

AND WHEREAS one of the purposes of the Ontario Heritage Act, R.S.O. 1990, c. O.18 as amended or re-enacted from time to time (the "Ontario Heritage Act"), is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS under section 37(1) of the Ontario Heritage Act, the City is entitled to enter into an easement agreement for the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS under section 37(3) of the Ontario Heritage Act, such an easement agreement, when registered in the proper land registry office against the Property, runs with the Property and may, whether positive or negative in nature, be enforced by the City or by its assignee against the Owner or any subsequent owner of the Property, even where the City owns no other land which would be accommodated or benefitted by such easement agreement;

AND WHEREAS under section 37(5) of the Ontario Heritage Act, where there is a conflict between such an easement agreement and sections 33 or 34 of the Ontario Heritage Act, the easement agreement prevails;

AND WHEREAS the Owner and the City desire to conserve the present archaeological, historical, architectural, aesthetic and scenic character and condition of the Property as set out in the description of "Heritage Attributes" attached as Appendix "B" and as may be depicted in the photographs attached as Appendix "C", both Appendices forming part of this easement agreement (the "Heritage Attributes");

AND WHEREAS to this end, the Owner and the City desire to enter into this easement agreement (the "Agreement");

NOW THEREFORE in consideration of the sum of **TWO DOLLARS** of lawful money of Canada now paid by the City 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 agrees with the City to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 Conservation Covenant

The Owner agrees to conserve the present archaeological, historical, architectural, aesthetic and scenic character and condition of the Property as set out in the description of "Heritage Attributes" attached as Appendix "B" and as may be depicted in the photographs attached as Appendix "C", both Appendices forming part of this easement agreement.

2.0 Conservation Principles, Practices, Policies, Plans,

Both the City and the Owner in carrying out their respective obligations under this Agreement shall, where applicable, be guided by:

- (a) current conservation principles, practices or similar documents issued from time to time by Parks Canada, the Ontario Ministry of Tourism, Culture and Sport, and the International Council on Monuments and Sites including its Canadian National Committee or any successor to these entities; and

- (b) current policies, plans or similar documents related to the conservation of cultural heritage resources issued by the City.

3.0 Obligations Of Owner

3.1 Maintenance

The Owner shall at all times and, subject to compliance with the requirements of section 3.2 maintain the Property 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 Attributes shall take place except for reasonable wear and tear. The Owner's obligation to maintain the Property shall require that the Owner undertake such preventative work whenever necessary to preserve the property in substantially the same physical condition and state of repair as recorded in Appendices "B" and "C" and to take all reasonable measures to secure and protect the Property from vandalism, fire and inclement weather.

3.2 Alterations

3.2.1 Approval of the City

The Owner shall not, without the prior written approval of the City, undertake or permit any work such as the demolition, removal, construction, reconstruction, renovation, restoration, alteration, remodelling or maintenance of the Property, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Attributes (the "Work" under section 3.2).

Where the Property is subject to a notice of intention to designate under Part IV of the Ontario Heritage Act or is designated under Part IV or Part V of the Ontario Heritage Act, then a permit issued under section 33 of that Act is deemed to be written approval under this section.

3.2.2 Conditions on Approval

Where the written approval of the City has been given or deemed to be given, the Owner shall comply with any conditions imposed by the written approval, including the condition that:

- (a) A Conservation Plan with such drawings and other specifications as required shall be prepared by the Owner to the satisfaction of the City before commencing the Work. Such Conservation Plan shall be attached to and form part of this Agreement as an Appendix.
- (b) Amended Appendices "B" and "C", showing the changes made to the Heritage Attributes, be prepared by the Owner to the satisfaction of the City within 90 days of the substantial completion of the Work. Such amended Appendices "B" and "C" shall be attached to and for part of this Agreement in place of the existing Appendices "B" and "C".

The Agreement, as amended in accordance with condition (a) or (b) or both above, shall be registered on title in place of this Agreement at the Owner's expense.

3.2.3 No Approval Required

The Owner may, without the prior written approval of the City, undertake or permit the maintenance, repair or refinishing of the Property where damage has resulted from casualty, loss, deterioration or wear and tear, provided that such maintenance, repair or refinishing is not performed in a manner which could materially affect the condition, appearance or construction of the Heritage Attributes.

3.3 Emergency Situation

Despite section 3.2.1, the Owner may undertake temporary measures in respect of the Property as are reasonably necessary to deal with an emergency situation which puts the Property at risk of damage or any occupants at risk of harm if:

- (a) such measures are in keeping with conserving the Heritage Attributes;
- (b) the Building Code Act, 1992, S.O. 1992, c. 23 and its regulations as amended or re-enacted from time to time are complied with; and
- (c) where time permits, the City is consulted before any such measures are undertaken.

In any case, the Owner shall give notice to the City immediately when an emergency situation occurs and when it undertakes temporary measures in respect of the Property in an emergency situation.

3.4 Regulated Activities

The Owner shall not, except with the prior written approval of the City, undertake any of one or more of the following if it may affect the Heritage Attributes:

- (a) grant any easement or right of way over the Property;

- (b) sever or subdivide the Property;
- (c) allow the dumping of soil, waste or any unsightly, hazardous or offensive materials on the Property;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property or allow any activities, actions or uses on the Property detrimental or adverse to water conservation, erosion control or soil conservation, including and without limitation, 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, sand or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation on the Property except as may be necessary for the prevention or treatment of disease, or other good husbandry practices;
- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of reducing the aesthetics of the Property, or causing any damage to the Heritage Attributes;
- (g) allow the placing on or affixing to the Property any signs, permanent storm screens, awnings, satellite receiving dishes or other similar devices; or
- (h) allow any activities, actions or uses on the Property detrimental or adverse to potential or known archaeological resources.

4.0 Significant Damage or Destruction

4.1 Demolition

In the event of significant damage to or destruction of the Property, the Owner shall give notice to the City of such damage or destruction immediately.

If, in the opinion of the Owner, any work such as replacement, rebuilding, restoration or repair of damaged or destroyed buildings or structures (the "Work" under section 4) is impractical because of the financial costs or the particular nature of the buildings or structures, the Owner shall, in writing within 40 days of giving the City written notice of such damage or destruction, request the City's written approval to demolish buildings or structures. If the City approves or is deemed to approve such demolition, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the buildings or structures and to demolish buildings or structures.

4.2 Reconstruction by Owner

4.2.1 Owner's Plans, Designs and Specifications

If the Owner does not request or the City does not give approval to demolition, the Owner shall undertake the Work to the limit of any proceeds payable under any insurance to effect a partial or complete restoration of the building or structures.

Before commencing the Work, the Owner shall submit all plans, designs and specifications for the Work for the City's written approval within 135 days of the damage or destruction occurring.

The Owner shall not allow the Work to be commenced before receiving the written approval of the City for the plans, designs and specifications. The Owner shall commence the Work within 30 days of receiving the written approval of the City in accordance with the approved plans, designs and specifications and shall complete the Work within nine months of commencement, or as soon as possible thereafter if factors beyond the Owner's control or the scope of the Work prevent completion within nine months.

4.2.2 City's Plans, Designs and Specifications

If the Owner does not undertake the Work in accordance with section 4.2.1, then the City may have plans, drawings and specifications for the Work prepared and delivered to the Owner. The Owner shall have 30 days from the delivery of such plans, drawings and specifications to give written notice to the City that the Owner intends to undertake the Work in accordance with those plans, drawings and specifications.

The Owner shall commence the Work within 30 days of giving such notice to the City in accordance with the City's approved plans, designs and specifications and shall complete the Work within nine months of commencement, or as soon as possible thereafter if factors beyond the Owner's control or the scope of the Work prevent completion within nine months.

4.3 Reconstruction by the City

If the Owner does not give notice or does not commence and complete the Work in accordance with section 4.2.2, the City may, but is not obligated to, undertake the Work, including engaging any professionals or consultants reasonably required, up to the amount of any insurance proceeds payable to the Owner. The Owner shall reimburse the City for all expenses incurred by the City in undertaking the Work up to the amount of any insurance proceeds payable to the Owner.

The Owner grants to the City the right and licence to enter and occupy the Property or such part or parts thereof

that the City, acting reasonably, considers necessary or convenient for the City and its forces to undertake and complete the Work from the time the Work is commenced until it has been completed.

If the City does not deliver plans, drawings and specifications or the City does not undertake the Work within 60 days of the Owner not requesting or the City not approving demolition, except where this is prevented by any act or omission of the Owner or any tenant or agent of the Owner or by any other factors beyond its control, the City's right to undertake the Work shall expire and the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the buildings or structures and to demolish buildings or structures.

5.0 Right to Use Property Reserved by Owner

The Owner expressly reserves for itself the right to use the Property and carry out such activities as are not prohibited by or inconsistent with this Agreement and which do not materially, adversely affect, directly or indirectly, the Heritage Attributes.

6.0 Approvals

6.1 Information to be Provided by the Owner

In requesting any approval under this Agreement, the Owner shall at its expense provide to the City such information in such detail as the City may reasonably require in order to consider the Owner's request (the "Information") including without limitation the following:

- (a) plans, drawings and specifications describing the proposed work;
- (b) materials, specifications and samples;
- (c) a work schedule;
- (d) the report of a qualified conservation engineer, architect, landscape architect, archaeologist, conservator or other professional or consultant; or
- (e) such other reports, studies or tests as may in the circumstances be reasonably required for the City to appropriately assess the request.

6.2 Matters to be Considered by the City

The City may refuse approval based on choice of materials, finishing, style, appearance, or any other ground or grounds, and the City's decision shall be final. The City shall not unreasonably withhold approval, unless otherwise specifically provided in this Agreement.

In giving approval, the City may specify such conditions of approval as the City considers necessary or appropriate in the circumstances to ensure the conservation of the Heritage Attributes.

6.3 Deemed Approval

Any approval required to be obtained from the City under this Agreement shall be deemed, unless otherwise specified under this Agreement, to have been given upon the failure of the City to respond in writing to a written request for such approval within 90 days of receiving such request and all of the Information required by the City.

6.4 Conditions of Approval

If approval of the City is given or deemed to have been given under this Agreement, the Owner, in undertaking any work or other thing or act so approved, shall comply with all of the conditions of approval specified by the City.

6.5 Where Owner is in Default

If the Owner is in default of any of its obligations under this Agreement and the City has given notice to the Owner of such default in accordance with this Agreement, then the City may refuse to consider any request for approval submitted by the Owner whether the request is made before or after such notice of default has been given and section 6.3 with respect to deemed approval shall not apply for so long as the Owner is in default.

6.6 Effect of Approval

Any approval given or deemed to have been given under this Agreement shall apply only in respect of this Agreement and does not relieve the Owner from obtaining any approvals, permits, consents or other permission from federal, provincial or municipal governments or any other authority as may be required by any statute, regulation, by-law, guideline or policy or by any other agreement.

7.0 Indemnity and Insurance

7.1 Indemnity

The Owner shall hold the City and its employees, officers, agents, contractors and representatives 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 persons 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 negligent act, deed, matter or thing made or done by the City and its employees, officers, agents, contractors and representatives under sections 4.3, 8.0 and 10.2.

7.2 Insurance

At all times during the currency of this Agreement, the Owner shall obtain and maintain at its own expense, including the cost of any applicable deductible, the following policies of insurance:

"Property All Risks" insurance against damage to or destruction of any buildings and improvements situate on the Property, including footings, foundations, and all parts thereof above and below grade, in an amount which is equal to the full replacement cost thereof;

Broad Form Boiler and Machinery insurance, including pressure vessels, heating, and air conditioning equipment and other like equipment against loss or damage by explosion, rupture of steam pipes and other usual risks covered by such insurance, in an amount which is equal to the full replacement cost thereof; and

any and all other insurance coverage which the City may reasonably require from time to time.

Each policy required under this section shall include a provision that the insurer shall provide not less than 30 days prior written notice to the City in the event of cancellation, termination, or non-renewal of coverage.

All insurance coverage required under this section shall be primary and shall not call into contribution any insurance coverage of the City.

Each policy coverage required under this section shall be in a form and with an insurer satisfactory to the City.

Not less than 20 days after the date this Agreement commences, the Owner shall deposit with the City such evidence of its insurance as provided in or required under the Agreement. During the term of the Agreement, no later than 20 Business Days prior to the renewal date of each applicable policy, the Owner shall deposit with the City a Certificate of Insurance originally signed by an authorized insurance representative, confirming relevant coverage information including without limitation the name/description of the Property, the name of the insurer, the name of the broker, the name of the insured, the name of additional insured(s) as may be applicable, the commencement and expiry dates of coverage, the dollar limits of coverage, deductible levels as may be applicable, cancellation/termination provisions; or (at the City's election) a certified copy of the insurance policy or policies required in the Agreement. The certificate holder will be addressed as the City of Hamilton City Hall, 71 Main Street West, Hamilton, Ontario L8P 4Y5 Attention: Director of Planning, Planning Division, Planning and Economic Development Department.

The Owner shall duly and punctually pay all premiums and other sums of money payable for maintaining any insurance as required by the Agreement. When so requested by the City, the Owner will produce to the City evidence of payment of all premiums and other sums of money payable for maintaining such insurance.

The Owner acknowledges that the foregoing only represents the minimum insurance requirements of the City and shall not be construed as a recommendation or opinion by the City as to the full scope of insurance which may be required by a prudent owner of the Property, and the Owner is advised to govern itself accordingly in that regard.

7.2.1 Failure to Insure

If the Owner fails to keep the Insurance in effect for any reason, the City may purchase such insurance as the City deems necessary and any cost incurred in so doing shall be paid immediately by the Owner to the City. If the Owner fails to pay such cost, it shall be a debt owing to the City and recoverable from the Owner by action in a court of law.

7.2.2 Proceeds of Insurance

All proceeds payable to the Owner under the Insurance shall, subject to section 4.1, be applied to replacement, rebuilding, restoration or repair of the buildings or structures containing the Heritage Attributes to the fullest extent possible having regard to the nature of the building or structures and the cost of such work.

8.0 Inspection by the City

The City or its representatives shall be permitted at all reasonable times during normal business hours to enter on and inspect the Property including any interiors of buildings or structures that contain Heritage Attributes, upon the City giving the Owner at least 24 hours prior written notice.

9.0 Plaque and Publicity**9.1 Plaque**

The Owner agrees to allow the City, at its expense, to erect a public marker on the Property or the structures or buildings containing the Heritage Attributes or both, indicating that the City holds a heritage conservation agreement on the Property.

9.2 Publicity

The Owner agrees to allow the City to publicize the existence of this Agreement.

10.0 Default by the Owner**10.1 Notice of Default**

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its obligations under this Agreement, the City may, in addition to any of the City's other legal or equitable remedies, give the Owner written notice setting out particulars of the Owner's default, the actions required to remedy the default and the estimated maximum cost of remedying the default.

The Owner shall have 30 days from being given such notice of default to remedy the default or make arrangements satisfactory to the City for remedying the default.

10.2 Default Remedied by City

If within those 30 days the Owner has not remedied the default or made arrangements satisfactory to the City for remedying the default, or if the Owner does not carry out such arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and carry out the Owner's obligations and the Owner shall reimburse the City for any cost incurred up to the estimated maximum cost of remedying the default set out in the notice of default.

Such cost incurred by the City shall be, until paid by the Owner, a debt owing to the City and recoverable by the Owner by action in a court of law.

10.3 Other Remedies

As damages based on market value may not be adequate or effective to compensate for the destruction of or restoration of the Heritage Attributes as they existed prior to default by the Owner, the parties agree that:

- (a) compensation to the City in the event of the Owner's default may be based on market value, restoration or replacement costs, whichever, in the opinion of the court, shall better compensate the City in the circumstances; and
- (b) in addition and without limiting the scope of the other enforcement rights available to the City under this Agreement, the City may bring an action or an application for injunctive relief to prohibit or prevent the Owner's default or the continuance of the Owner's default under this Agreement.

11.0 Notice**11.1 Delivery of Notice**

Any approvals, notices, requests or other documents to be given or delivered under this Agreement shall be in writing and shall be given or delivered:

- (a) in person;
- (b) by courier;
- (c) unless there is an interruption in the postal service, by prepaid registered mail; or
- (d) if agreed to in advance by the parties, by email or other electronic means,

to the following:

THE OWNER

Andy Watson and Larry Watson
c/o 24 Martin Street
Milton, Ontario
L9T 2P9

THE CITY

City of Hamilton
City Hall, 71 Main Street West
Hamilton, Ontario L8P 4Y5
Attention: Director of Planning (or his/her successor), Planning and Economic Development Department

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

11.2 Receipt of Notice

An approval, notice, request or other document given or delivered under this Agreement:

- (a) personally or by courier, shall be deemed to have been received at the time it is given or delivered;
- (b) by prepaid registered mail, shall be deemed to have been received on the 5th business day after the date of mailing;
- (c) by email or other electronic means, shall be deemed to have been given on the next business day after the date it is sent.

In this section, business day means a day on which the City is open for business.

12. General

12.1 Waiver

The failure of the City at any time to require performance of the Owner of an obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation be taken or be held to be a waiver of the performance of the obligation or any other obligation at a later time.

12.2 Extension of Time

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 City, 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.

12.3 Severability of Covenants

All covenants, easements and restrictions contained in this Agreement shall be severable, and 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.

12.3 Costs

If a dispute arises between the parties 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 except where costs are awarded by a court or tribunal.

12.4 Entirety

This Agreement constitutes the entire agreement of the parties with regard to the matters dealt with by this Agreement, and no understandings or agreements, verbal or otherwise, exist between the parties except as expressly set out in this Agreement.

12.5 Subsequent Instruments

Notice of this Agreement 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, including without limitation into any subsequent deed or other legal instrument by which the Owner transfers its title or interest so as to create a joint tenancy or tenancy in common.

12.6 Notification of Transfer of Title or Possession

The Owner shall immediately notify the City 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, including without limitation any such transfer of the Owner's title or interest so as to create a joint tenancy or tenancy in common.

12.7 Agreement to Run with the Property

This Agreement shall be registered on title to the Property by the City, at Owner's expense, and the covenants, easements and restrictions set out in this Agreement shall run with the Property and enure to the benefit of and be binding upon the parties and their heirs, executors, administrators, personal representatives, successors and assigns as the case may be.

12.8 Priority and Postponement

The Owner shall, at its expense, obtain and register any postponement agreements or other agreements that the City may require to ensure that this Agreement shall be a first encumbrance on title to the Property in priority to all mortgages, charges, leases and other encumbrances or agreements affecting the Property.

12.9 Assignment

The City may assign all of its interest in this Agreement to any person in accordance with section 37(4) of the Ontario Heritage Act. The City shall not be liable to the Owner for any breach or default in obligations owed to the Owner under this Agreement committed after notice of assignment of this Agreement has been given to the Owner.

12.10 Number and Joint and Several

Words in the singular include the plural and vice versa.

Whenever the Owner comprises more than one person, the Owner's obligations in this Agreement shall be joint and several.

12.11 Headings

The headings in the body of this Agreement form no part of the Agreement but are inserted for convenience of reference.

IN WITNESS WHEREOF the City and the Owner have signed this Agreement

SIGNED, SEALED AND DELIVERED

CITY OF HAMILTON
) [Signature]
) R. Bratina, Mayor
) [Signature]
) R. Gatorini, City Clerk M. GALLAGHER

THE OWNER
) [Signature] (Seal)
) Andy Watson
) [Signature] (Seal)
) Larry Watson

[Handwritten signature]

APPROVED AS TO FORM LEGAL SERVICES

OFFICE OF THE CLERK APPROVED BY COUNCIL DATE September 10, 2014 AUTHORITY CL 14-018 SE 10 INTL YEAR/FILE 2014-10301

APPENDIX "A" to Heritage Easement Agreement

DESCRIPTION OF THE PROPERTY

Part of Lot 10, Concession 9 geographic Township of East Flamborough designated as Part 2 on Plan 62R-19828, being Part of PIN 17523-0221 (LT), Town of Flamborough, now City of Hamilton.

APPENDIX "B" to Heritage Easement Agreement

HERITAGE ATTRIBUTES

159 Carlisle Road comprises a two-storey stone house built by George Abrey in 1847. George Abrey purchased the original 200-acre lot at Lot 10, Concession 9 in 1838.

When the Abrey family moved to Halton County in 1864, the house and property were sold to Adam L. Agro, and later to Nicholas Zimmerman in 1886. The Zimmerman family retained the property until 1912, when the property was divided between the Bayfield and Skidmore families. In 1928, the Skidmore family re-assembled the property to the original 200 acres.

In 1937, the property was purchased by Samuel Radcliffe Weaver and was used as a summer camping ground - eventually the property was used as an extensive, all-season trailer park. In the late 1990s, the former Town of Flamborough assumed ownership of the property and, later the amalgamated City of Hamilton developed the lands as a community park.

The Abrey-Zimmerman house is valued as an early example of vernacular Georgian architecture in Flamborough and for its associations with the early development of the Flamborough area. The property was designated under Part IV of the *Ontario Heritage Act* by the former Town of Flamborough in 2000. The property also contains a registered archaeological site (AiGx-235).

The Heritage Attributes at 159 Carlisle Road, Carlisle (Hamilton), protected by this heritage conservation easement agreement include:

1. The materials, design and construction of the house, including:
 - all façades with the stone construction of the walls and foundations;
 - the low hip roof, eaves, metal roofing and four stone chimneys;
 - the front entrance door and surround with transom and sidelights;
 - all remaining double-hung six-over-six wood window sashes, frames and brickmolds;
 - the interior room layout of the ground level;
 - the interior layout of the landing and central hall on the second level;
 - all baseboards, trim, wainscoting, doors, door casings, window casings and trim, plaster walls and ceilings and wood flooring on the ground level and in the central hall on the second level; and,
 - the stair treads, stringers, balusters and railings of the staircase between the ground and second levels.
2. The siting of the house and character of the surrounding landscape, including:
 - the open space of the front yard and side yards of the house;
 - the location of the driveway along the westerly side of the property; and,
 - mature vegetation and trees.
3. The known and potential archaeological resources, including:
 - the extent of the registered archaeological site (AiGx-235); and
 - the remnants of former outbuildings.

APPENDIX "C" TO HERITAGE EASEMENT AGREEMENT

Photographs depicting the Heritage Elements of the subject property can be found:

- (a) by contacting the City of Hamilton, Development Planning, Heritage & Design Section, Planning & Economic Development Department, 5th Floor, 71 Main St. W., Hamilton, Ontario L8P 4Y5