

E

C O R P O R A T I O N
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 813-77

A By-law to designate the Old Town Hall, formerly the third Court House of Lincoln County, at 26 Queen Street, of architectural value and of historic interest.

WHEREAS The Ontario Heritage Act, 1974, authorizes the Council of a municipality to enact by-laws to designate real property, including all the buildings and structures thereon, to be of historic or architectural value or interest; and

WHEREAS the Council of the Corporation of the Town of Niagara-on-the-Lake has caused to be served upon the owner of the lands and premises known as the Old Town Hall of Niagara, formerly the third Court House of Lincoln County, at 26 Queen Street, and upon the Ontario Heritage Foundation notice of intention to so designate the aforesaid real property and has caused such notice of intention to be published in a newspaper having a general circulation in the municipality once for each of three consecutive weeks; and

WHEREAS the reasons for the designation are set out as Schedule 'B' hereto; and

WHEREAS no notice of objection to the said proposed designation has been served upon the Clerk of the municipality;

THEREFORE, THE COUNCIL OF THE CORPORATION OF THE TOWN OF NIAGARA hereby enacts as follows:

1. There is designated as being of architectural value and of historic interest the real property, more particularly described in Schedule 'A' hereto, known as the Old Town Hall of Niagara, formerly the third Court House of Lincoln County, at 26 Queen Street.

2. The Town Solicitor is hereby authorized to cause a copy of this by-law to be registered against the property describe in Schedule 'A' hereto in the proper land registry office.

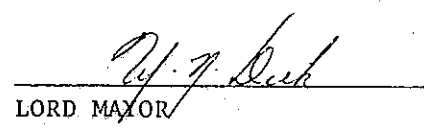
3. The Town Clerk is hereby authorized to cause a copy of this by-law to be served upon the owner of the aforesaid property and upon the Ontario Heritage Foundation and to cause notice of this by-law to be published in a newspaper having general circulation in the Town of Niagara-on-the-Lake.

READ A FIRST TIME THIS 12th DAY OF JUNE , 1978.

READ A SECOND TIME THIS 12th DAY OF JUNE , 1978.

READ A THIRD TIME AND PASSED THIS 12th DAY OF JUNE , 1978.


CLERK


LORD MAYOR

SCHEDULE 'A'

PART OF LOTS 65 AND 66 BEING A GIVEN ROAD
SHOWN AS MARKET STREET - NIVEN PLAN NO. 86 -
TOWN OF NIAGARA - COUNTY OF LINCOLN - TOWN
OF NIAGARA-ON-THE-LAKE - REGIONAL MUNICIPALITY
OF NIAGARA

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Town of Niagara-on-the-Lake, in the Regional Municipality of Niagara and Province of Ontario, being formerly in the Town of Niagara and the County of Lincoln, being composed of Part of Lots 65 and 66 being a Given Road shown as Market Street on the Niven Plan registered in the Registry Office for the Registry Division of the County of Lincoln as Plan No. 86 for the said Town of Niagara and which parcel may be more particularly described as follows:

COMMENCING at a point in the Northwesterly boundary of King Street distant therein South 34 degrees, 44 minutes West, 138.0 feet from the Southwesterly boundary of Queen Street, said point being in the Southwesterly boundary of a Given Road known as Market Street;

THENCE North 55 degrees, 28 minutes West along the Southwesterly boundary of said Market Street, 58.2 feet to a point which said point is the Place of Beginning of the herein described parcel;

THENCE North 34 degrees, 35 minutes East, 28.0 feet to a point in a line parallel to and a perpendicular distance of 25.0 feet Southerly from the Northeasterly boundary of said Market Street;

THENCE North 55 degrees, 28 minutes West along said last mentioned parallel line, 118.5 feet;

THENCE South 34 degrees, 47 minutes West, 11.0 feet;

THENCE North 55 degrees, 28 minutes West, 5.5 feet;

THENCE South 34 degrees, 47 minutes West, 11.45 feet;

THENCE North 55 degrees, 28 minutes West, 57.0 feet;

THENCE North 34 degrees, 49 minutes East, 11.45 feet;

THENCE North 55 degrees, 28 minutes West, 4.5 feet;

THENCE North 34 degrees, 49 minutes East, 11.0 feet to a point in a line parallel to and a perpendicular distance of 25.0 feet

Continued

Southerly from the Northeasterly boundary of said Market Street;
THENCE North 55 degrees, 28 minutes West along said last mentioned
parallel line, 69.57 feet;
THENCE South 34 degrees, 00 minutes West, 29.0 feet to the South-
westerly boundary of said Market Street;
THENCE South 55 degrees, 42 minutes East along the Southwesterly
boundary of said Market Street, 255.07 feet more or less to the
Place of Beginning.

PREMISING that the assumed astronomic bearing of King
Street is North 34 degrees, 44 minutes East and all bearings
herein are related thereto.

SCHEDULE 'B'

Reasons for the designation of the Old
Town Hall of Niagara, formerly the third
Court House of Lincoln County, at 26 Queen St.

The Old Town Hall, 26 Queen Street, is designated to be of architectural value as a notable example of the type of public and institutional buildings which mark the rich architectural heritage of the mid-Victorian period. Built in the classical revival style in 1847 by architect William Thomas, the Old Town Hall was originally built as a seat of government for Lincoln County. The usage changed from court house to town hall when the county seat was moved from Niagara to St. Catharines and the building now houses the oldest public library in Ontario. The Old Town Hall has a functional arrangement and epitomizes other civic buildings of the mid-19th Century where various uses and occupancies had to be organized within a cohesive design and translated into fine architectural expression. The Old Town Hall was designed to blend in well with the surrounding buildings and yet with its unique architectural design, stands out and becomes the focal point of the Queen Street streetscape. The Old Town Hall is designated on historic grounds for its associations with the political and social development of the Town of Niagara.

Ref 20-11-86 E

C O R P O R A T I O N
OF THE
TOWN OF NIAGARA-ON-THE-LAKE
BY-LAW NO. 1625-86

A BY-LAW TO AUTHORIZE AN AGREEMENT FOR THE GRANT
OF EASEMENT TO THE ONTARIO HERITAGE FOUNDATION

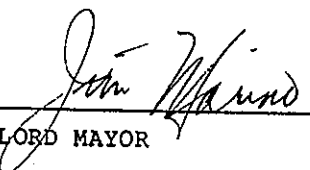
WHEREAS an agreement with the Ontario Heritage Foundation dated the 12th day of January, 1981 committed the Town to enter into a further agreement of easement with the Ontario Heritage Foundation.

NOW THEREFORE the Corporation of the Town of Niagara-on-the-Lake enacts as follows:

1. THAT the Grant of Easement dated the 29th day of November, 1985 attached hereto and forming part of this by-law be and the same is hereby approved.

2. THAT the Lord Mayor and Clerk be and they are hereby authorized to execute the said agreement and affix thereto their hands and Corporate Seal.

READ A FIRST TIME THIS 10TH DAY OF FEBRUARY, 1986
READ A SECOND TIME THIS 10TH DAY OF FEBRUARY, 1986
READ A THIRD AND FINAL TIME AND PASSED THIS 10TH DAY OF FEBRUARY, 1986



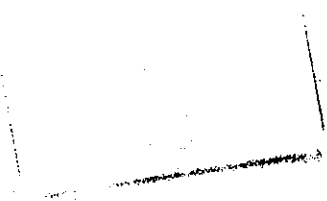
LORD MAYOR



CLERK

INTERIOR
FEATURES -
P. 3-4
12-14
24-39

ref. sent 1/11
allocations



SCHEDULE

THIS EASEMENT AGREEMENT made the 29th day of
November, 1985.

B E T W E E N

THE CORPORATION OF THE
TOWN OF NIAGARA-ON-THE-LAKE,

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 owner of certain lands and premises situated in the Town of Niagara-on-the-Lake in the Regional Municipality of Niagara (formerly the Town of Niagara in the County of Lincoln) and Province of Ontario (hereinafter called the "Property"), and being composed of Part of Lots Number Sixty-five (65) and Sixty-six (66), Niven Plan No. 86 for the said Town of Niagara-on-the-Lake and designated as Part 1 on a Plan of Survey deposited in the land registry office for the Registry Division of Niagara North (No. 30) as Reference Plan 30R-3147;

AND WHEREAS the building located on the Property now known as the Old Town Hall was formerly the third Lincoln County Court House (hereinafter called the "Old Court House");

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

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

AND WHEREAS the Owner and the Foundation desire to conserve the present historical, architectural, aesthetic and scenic character and condition of the exterior of the Old Court House together with the interiors of those areas shown in heavy outline on the floor plans attached hereto as Appendix "A" (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS the Owner and the Foundation entered into an agreement to grant an easement, dated the 12th day of January, 1981, and registered in the Registry Office for the Registry Division of Niagara North (No. 30) on the 9th day of February, 1981, as Instrument No. 428117, for the restoration of the Old Court House, whereby the Owner covenanted to enter into an easement agreement (hereinafter called the "Agreement") in compliance with certain conditions of the Foundation (which have now been fulfilled) and to this end, the Owner and the Foundation do hereby enter into this 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, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the Heritage Elements, as depicted in the copies of the photographs, drawings and other documents attached hereto and incorporated herein as Appendix "B", and in the originals or

facsimiles thereof which are filed in, and may be examined at, the Archives of Ontario, wherever they may be from time to time located. 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 7.1 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, 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 may not be performed in a manner which would materially affect the construction or appearance of the Heritage Elements, as depicted in the copies of photographs, drawings and other documents constituting Appendix "B" to this Agreement and in the originals or facsimiles thereof filed in the Archives of Ontario. (X)

1.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Old Court House insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Old Court House. The Owner shall have a form as set out in Appendix "C" 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 Old Court House, or if any such insurance on the Old Court House is cancelled, the Foundation may effect such insurance as the Foundation reasonably deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Foundation, or if not, shall be a debt due and owing forthwith to the Foundation and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Old Court House shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the Old Court House to the fullest extent possible having regard to the particular nature of the Old Court House and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Old Court House if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies. In the event that the Old Court House is damaged or destroyed and the proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies are insufficient to effect a partial or complete restoration of the 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 three (3) months after receiving from the Owner (a) the written request for permission to demolish referred to in paragraph 1.5, 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 Old Court House within ten (10) clear days of such damage or destruction occurring. In the event that the Old Court House is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Old Court House, the Owner shall, in writing within three (3) months of the giving by the Owner of notice of such damage or destruction, request written approval of the Foundation to demolish the Old Court House, and in the event of receiving the approval in writing of the Foundation, be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Old Court House. Such approval shall be deemed to have been received upon failure of the Foundation to respond in writing to a written request for it within three (3) months 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 Old Court House to the limit of any proceeds receivable under any fire and extended coverage insurance policy or policies on the Old Court House 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 Old Court House. 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 nine (9) months of the damage or destruction occurring to the Old Court House. 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 three (3) months 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 two (2) months of the approval by the Foundation of the plans and specifications for it and to be completed within eighteen (18) months of commencement, or as soon as possible thereafter if factors beyond its control prevent completion within the said eighteen (18) 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 Old Court House is not submitted or is refused pursuant to the provisions of paragraph 1.3 and the Owner fails to submit plans and specifications for the replacement, rebuilding, restoration or repair of the Heritage Elements pursuant to paragraph 1.4 which are acceptable to the Foundation within nine (9) months of the damage or destruction occurring to the Old Court House, the Foundation may prepare its own set of acceptable plans and specifications for the Heritage Elements. The Owner shall have three (3) months 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 three (3) months, the Foundation may prepare its own set of acceptable plans and specifications for the Old Court House and may proceed with replacing, rebuilding, restoring or repairing the Old Court House up to the value of any insurance proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies and of any additional amount that the Foundation is prepared to contribute to effect a partial or complete restoration of the 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 any fire and extended coverage insurance policy or policies.

In the event that the Foundation does not submit its own acceptable plans and specifications or does not proceed with replacing, rebuilding, restoring or repairing the Old Court House within three (3) months after it becomes so entitled, unless it is prevented from so doing by the action or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control the Foundation's rights under this paragraph shall automatically terminate and the Owner shall be entitled to retain the proceeds receivable under any fire and extended coverage insurance policy or policies and to demolish the Old Court House.

1.6 Maintenance Of The Old Court House

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

1.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the

Property or on the Old Court House of any signs, permanent awnings and storms and screens, 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, sand 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 Old Court House or the Property, or (ii) causing any damage to the Old Court House;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

2.0 Remedies Of Foundation

2.1 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 ninety (90) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Foundation for remedying the breach. If within those ninety (90) 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.

3.0 Waiver

3.1 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.

4.0 Extension Of Time

4.1 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.

5.0 Use of Property

5.1 The Owner expressly reserves for itself, its representatives, successors and assigns the right to use the Property and the Old Court House for all purposes not inconsistent with this Agreement.

6.0 Inspection Of The Property

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

7.0 Notice of Easement

7.1 The Owner agrees to allow the Foundation to erect a plaque on the Old Court House, in a tasteful manner and at the Foundation's expense, indicating that the Foundation holds a conservation easement on the Property.

7.2 The Owner agrees to allow the Foundation to publicize the

existence of the easement.

8.0 Severability Of Covenants

8.1 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.

9.0 Dissolution of Foundation

9.1 In the event of the winding up or dissolution of the Foundation, all of the Foundation's interests herein shall be automatically assigned and transferred to Her Majesty the Queen in Right of Ontario or to any other entity specified by statute.

10.0 Notice

10.1 Addresses Of Parties

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

THE OWNER

The Corporation of the
Town of Niagara-on-the-Lake
P.O. Box 100
Virgil, Ontario
L0S 1T0

Attention: Clerk

THE FOUNDATION

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

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

10.2 Service By Mail Except Where Postal Service Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party

receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of 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 a notice is sent by pre-paid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

10.3 Service Where Postal Service Interrupted

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 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

11.0 Costs

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

12.0 Indemnification

12.1 The Owner shall hold the Foundation harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by anything done pursuant to this Agreement by the Owner, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Foundation, its agents, servants or workmen pursuant to paragraphs 1.5 and 2.0.

13.0 Entirety

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

14.0 Subsequent Instruments

14.1 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 Old Court House.

14.2 The Owner shall immediately notify the Foundation in the event that it transfers either the fee simple title to or its possessory interest in the Property or the Old Court House.

15.0 Headings

15.1 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 only.

16.0 Enurement

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

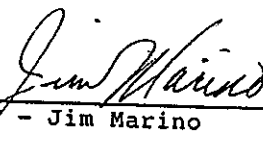
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED

in the presence of:

) THE CORPORATION OF THE
) TOWN OF NIAGARA-ON-THE-LAKE

) Per:

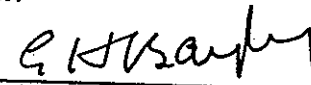
) 
) _____
) Mayor - Jim Marino

c/s

) 
) _____
) Clerk - Robert Howse

) THE ONTARIO HERITAGE
) FOUNDATION

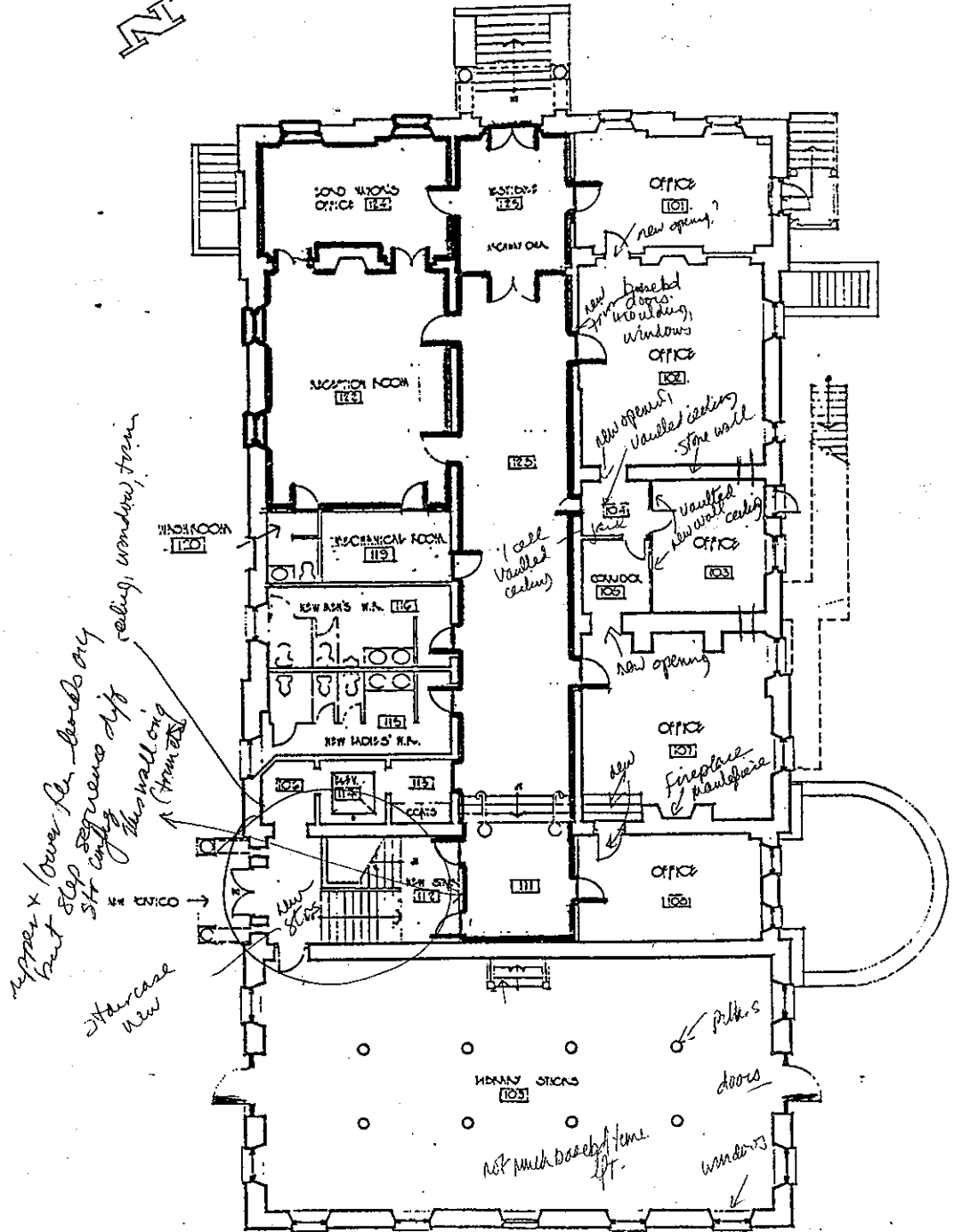
) Per:

) 
) _____
) Chairman - George H.U. Bayly

c/s

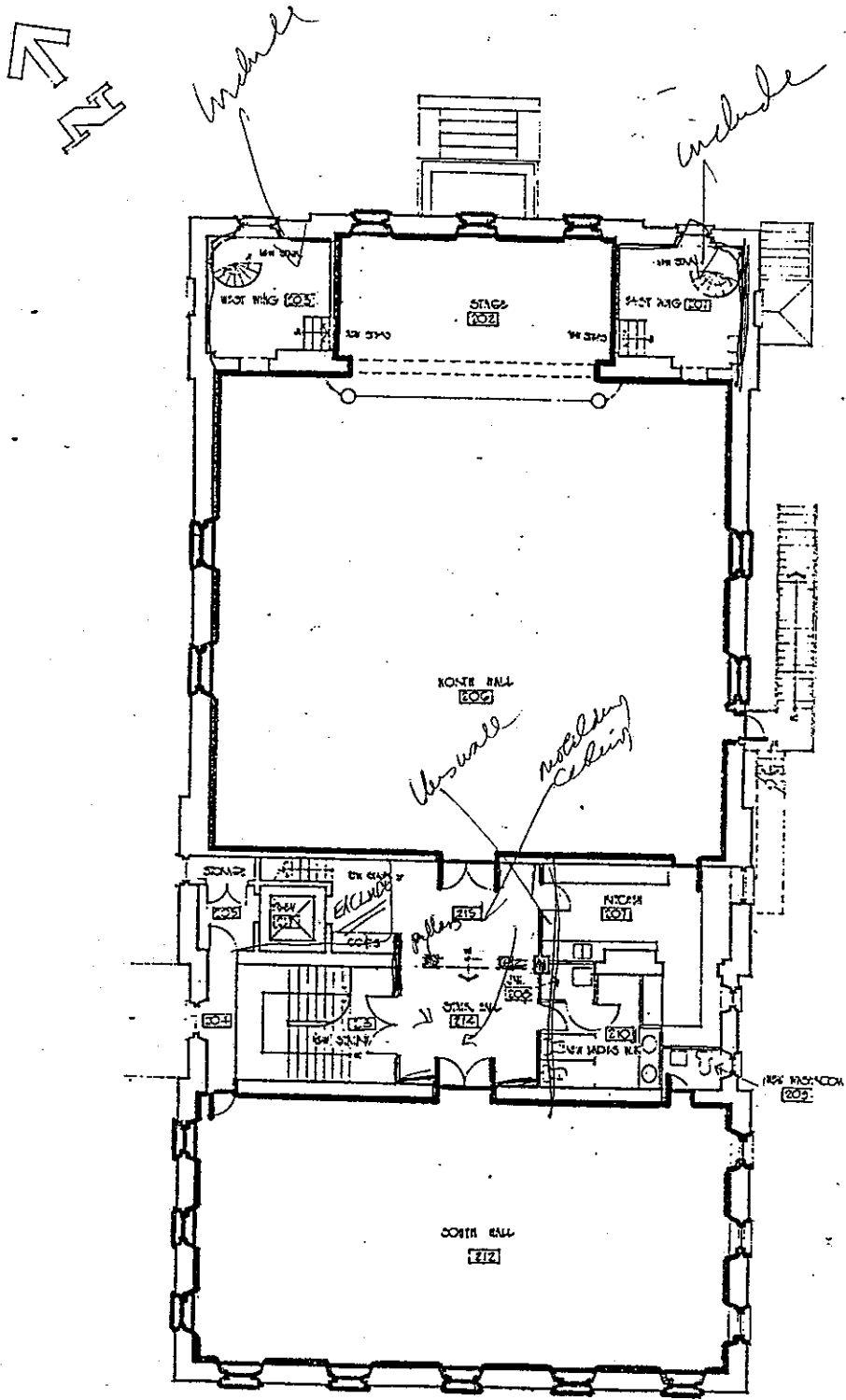
) 
) _____
) Secretary - Carl Thorpe

APPENDIX "A"



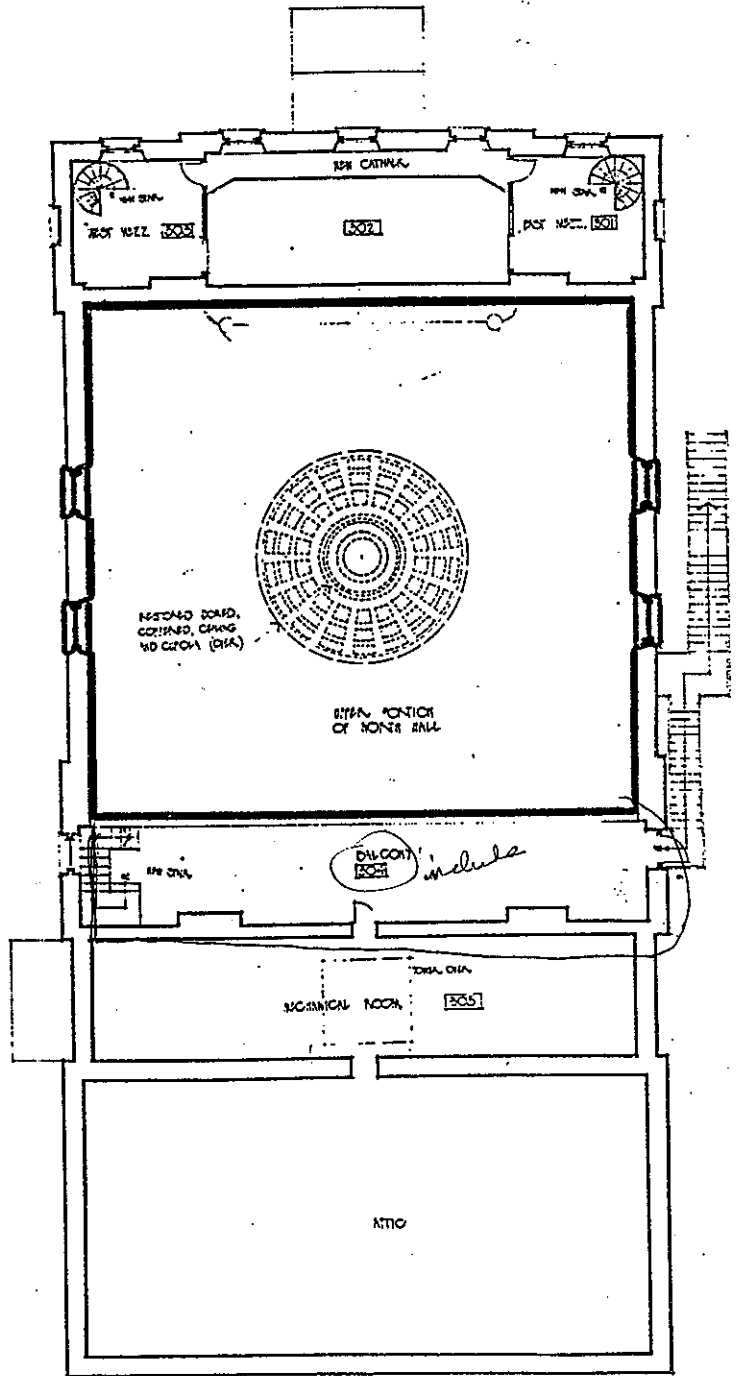
FIRST FLOOR PLAN
SCALE 1/8" = 1'-0"

APPENDIX "A"



SECOND FLOOR PLAN
SCALE 1" = 4'

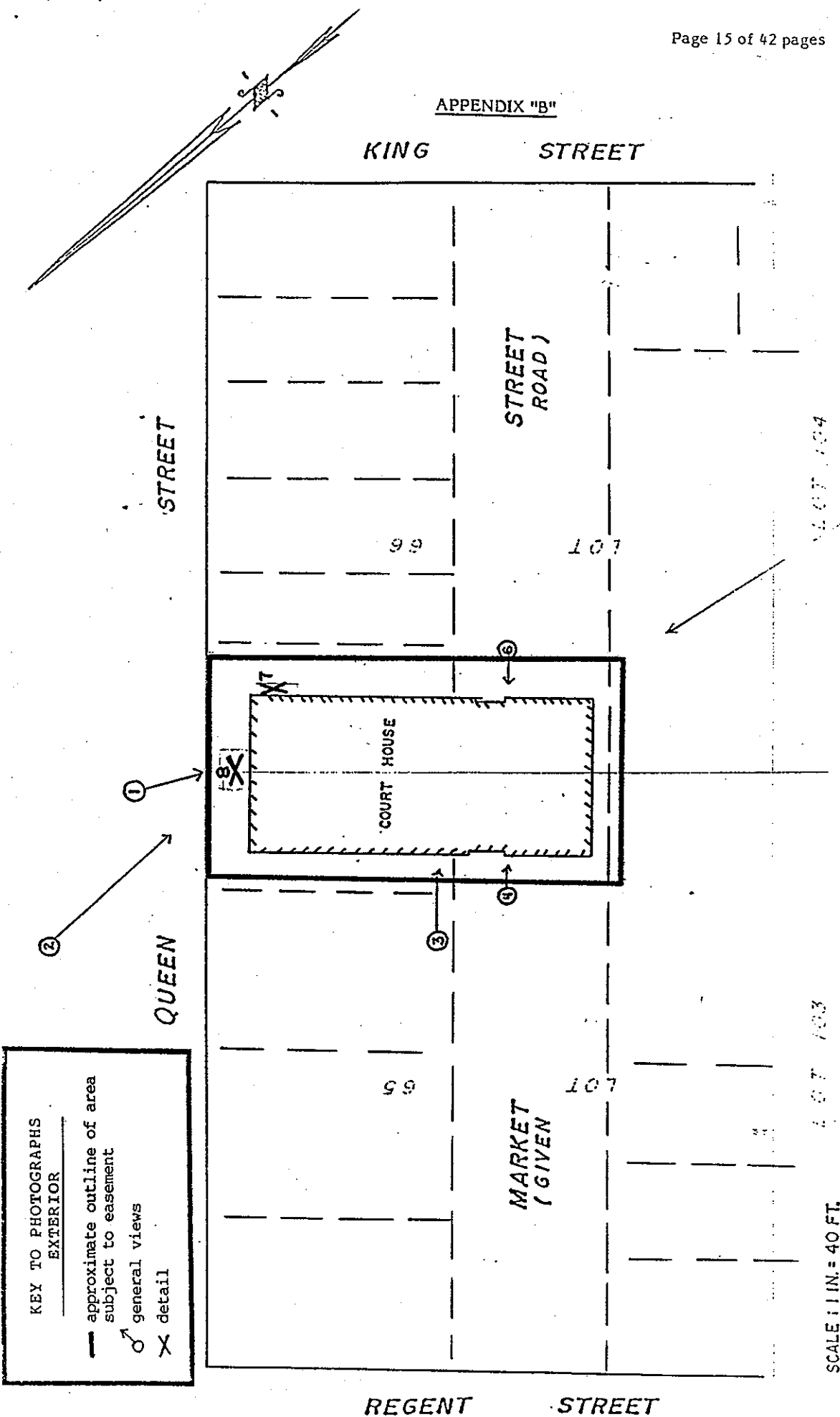
APPENDIX "A"



THIRD FLOOR PLAN



APPENDIX "B"



KEY TO PHOTOGRAPHS

EXTERIOR

— approximate outline of area subject to easement

♂ general views

X detail

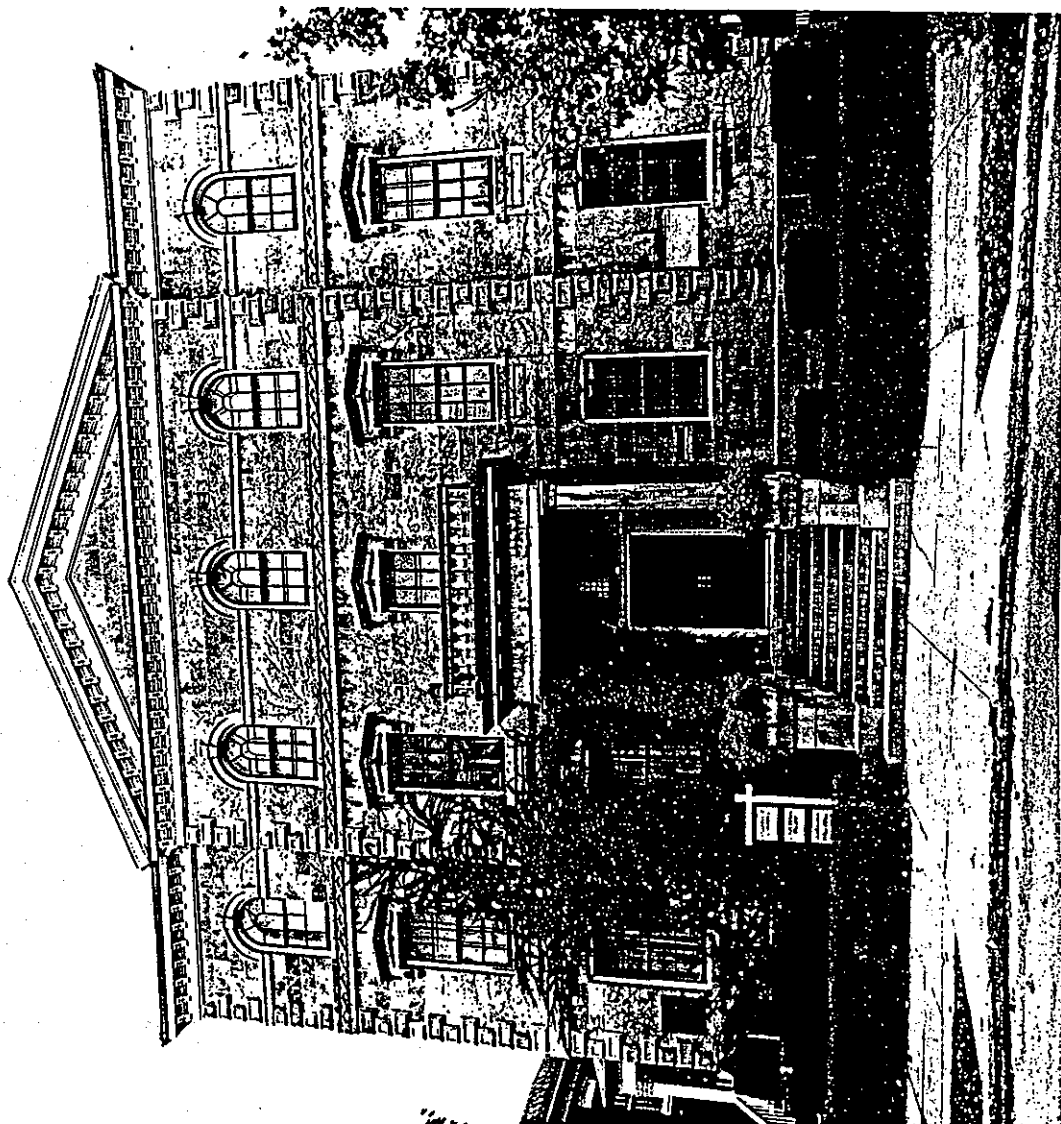
SCALE: 1 IN. = 40 FT.

407 104

407 103

APPENDIX "B"

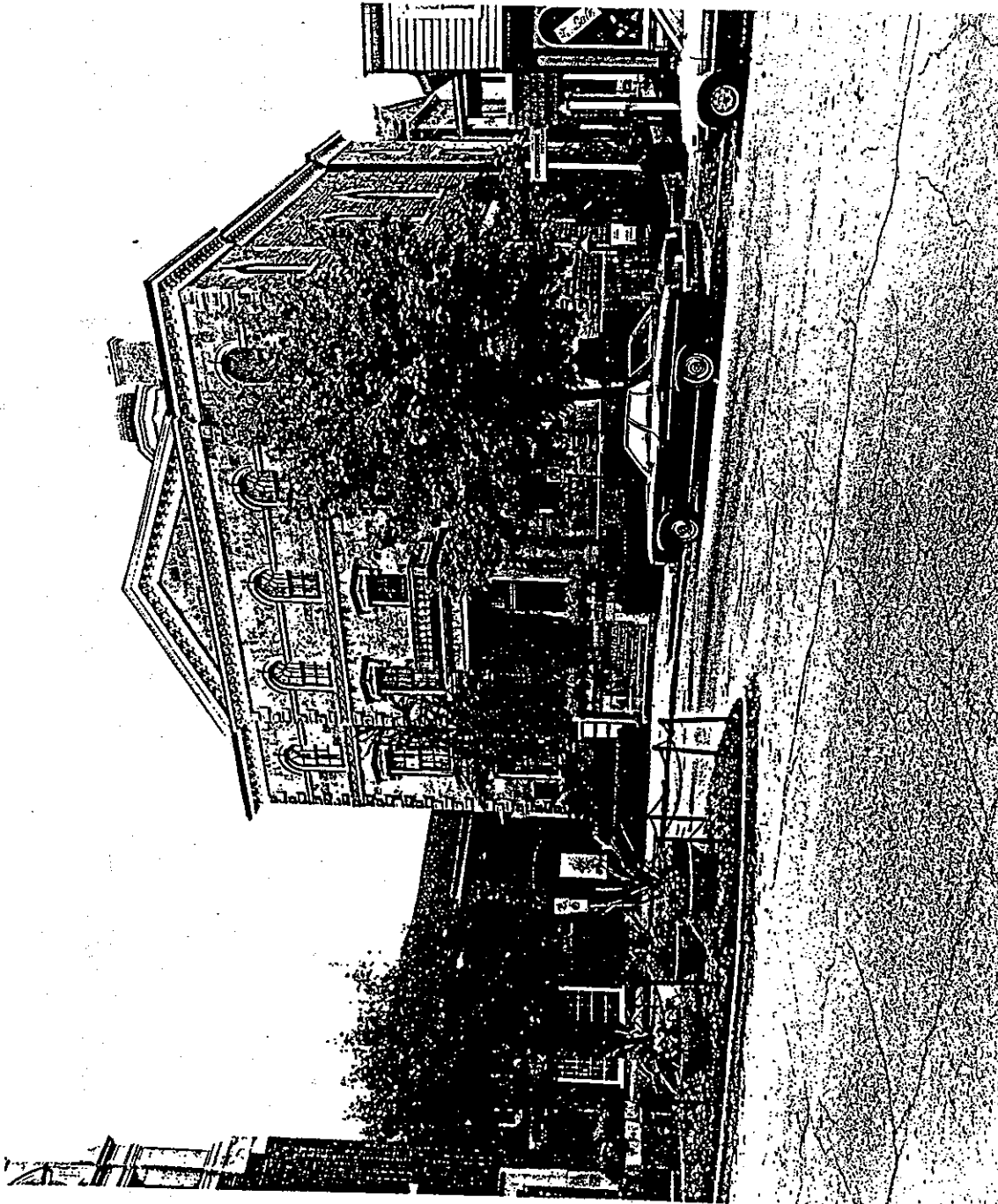
Photograph #1



Main (north) facade of Niagara Court House.

APPENDIX "B"

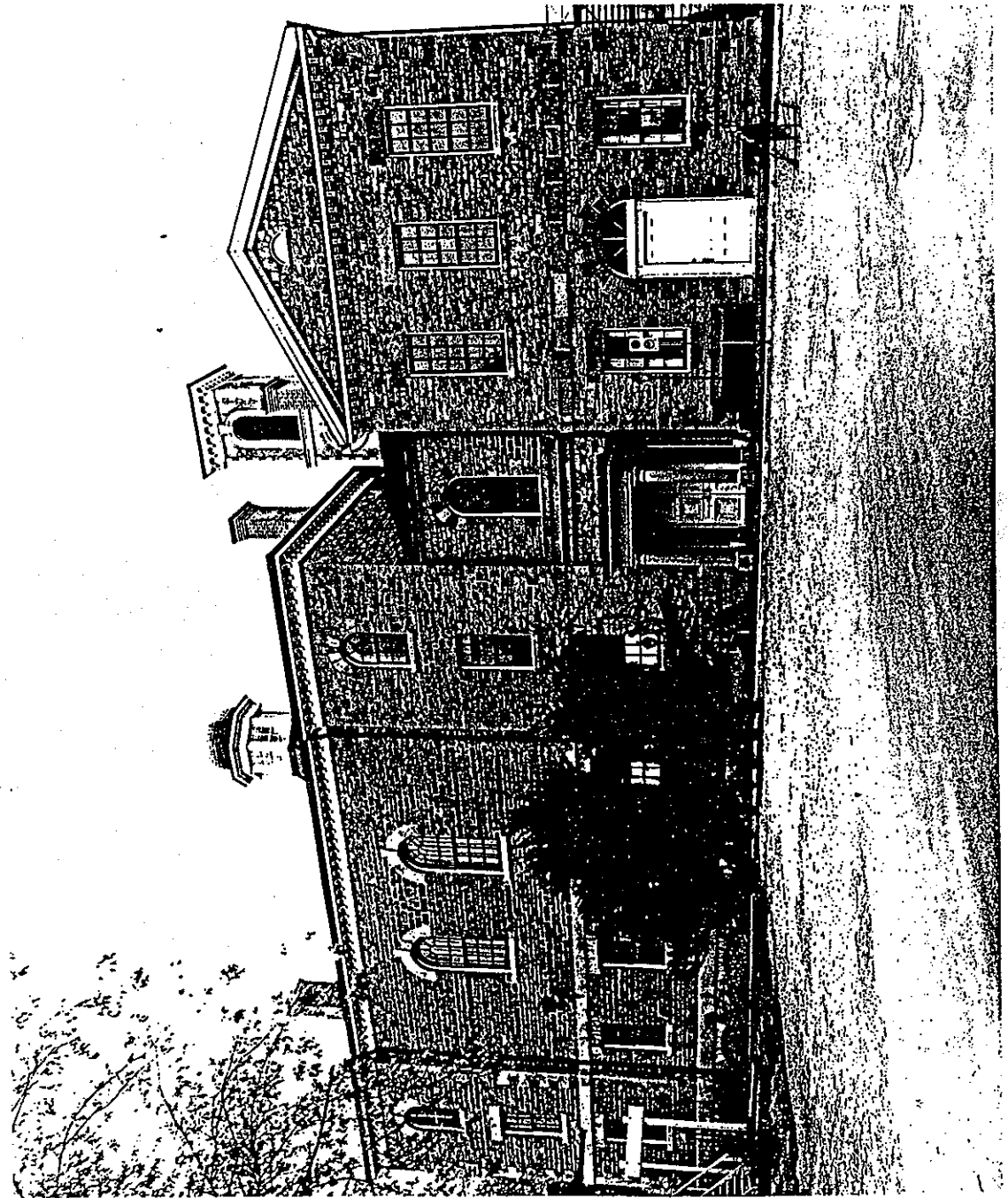
Photograph #2



View of Court House from across street
showing Main (north) and West facades.

APPENDIX "B"

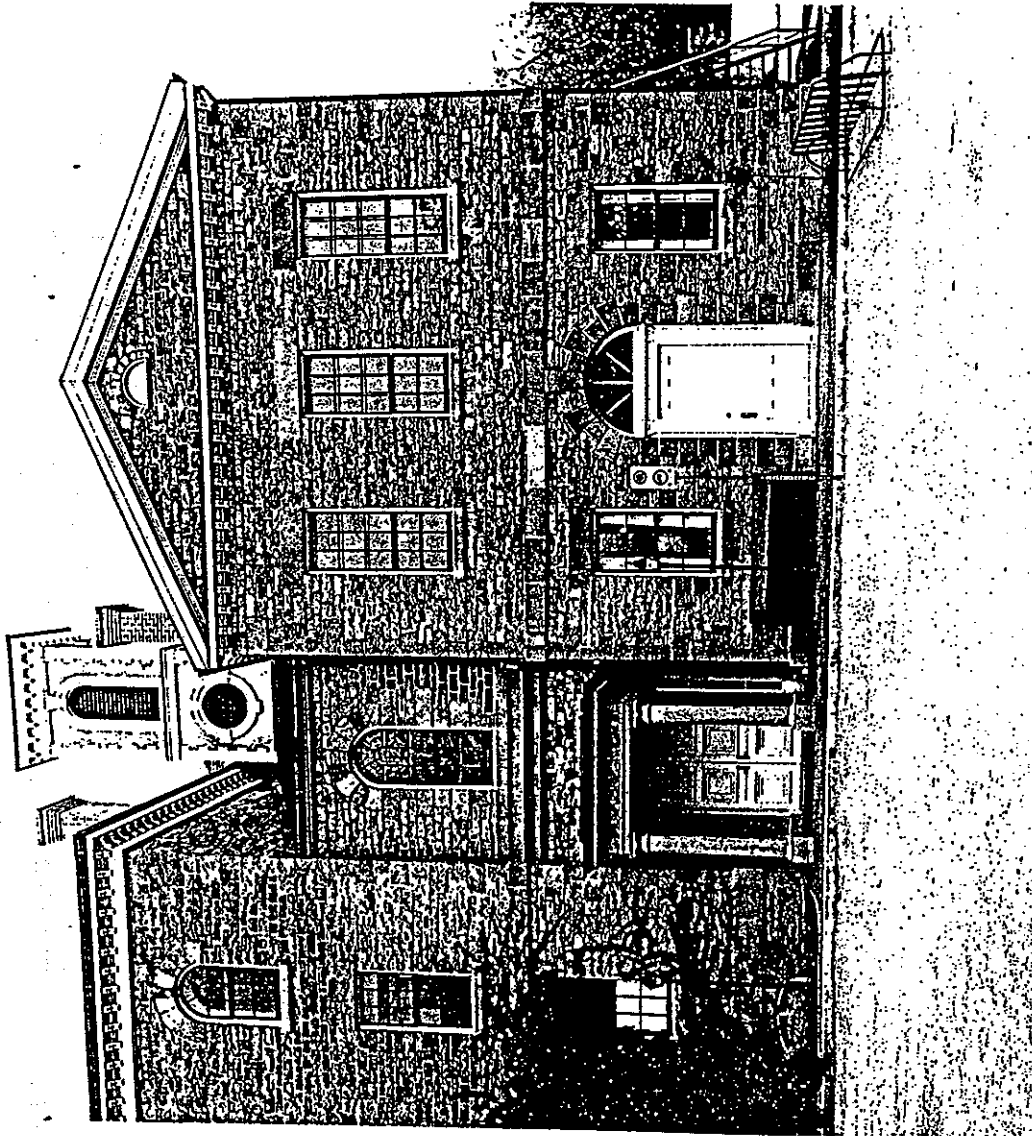
Photograph #3



West facade.

APPENDIX "B"

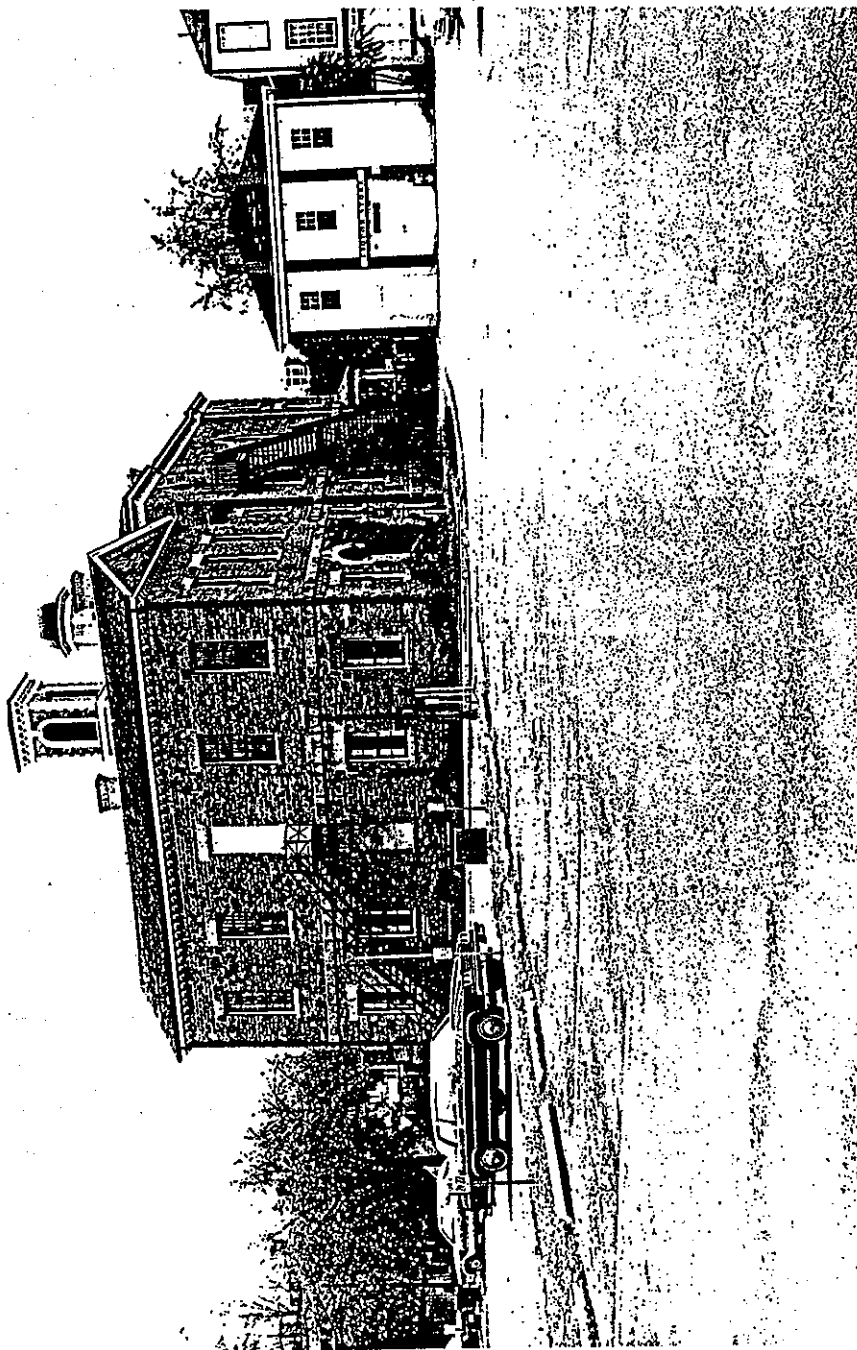
Photograph #4



West facade showing west portico and south wing.

APPENDIX "B"

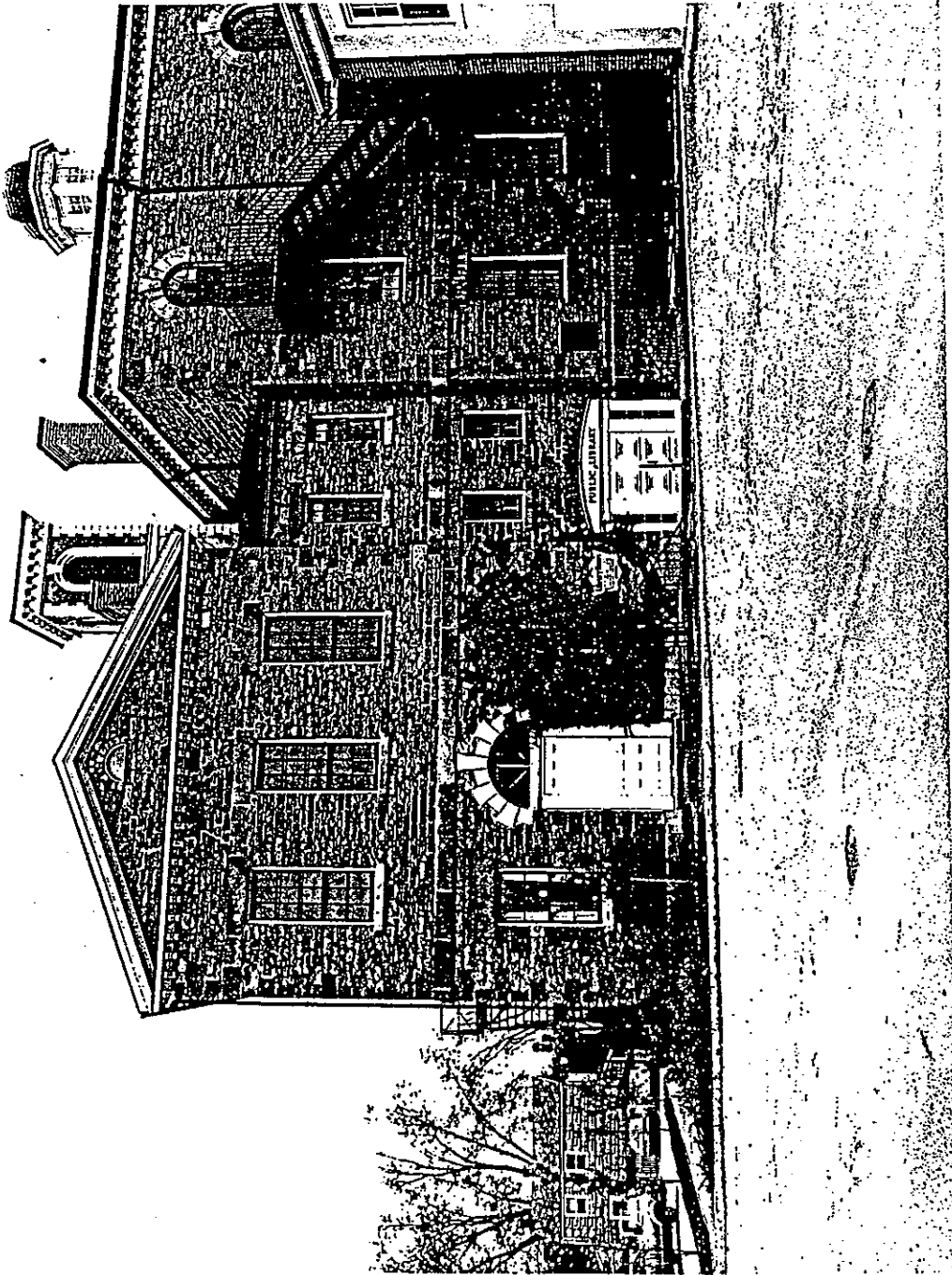
Photograph #5



View of rear (south) and east facades from
across parking lot.

APPENDIX "B"

Photograph #6



East facade showing south wing and basement entrance.

APPENDIX "B"

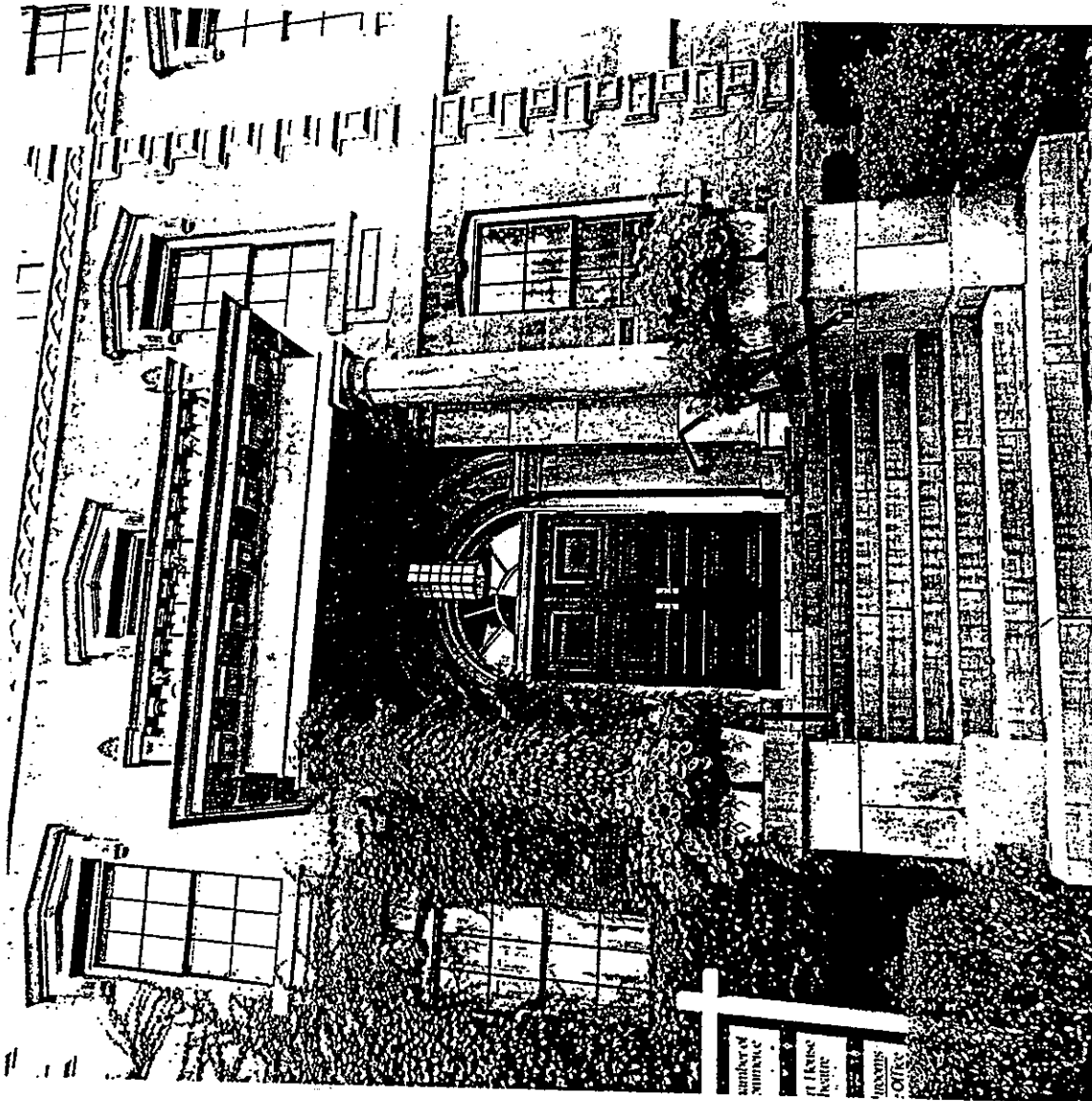
Photograph #7



Detail of east entrance and portico and
quoining on north east corner.

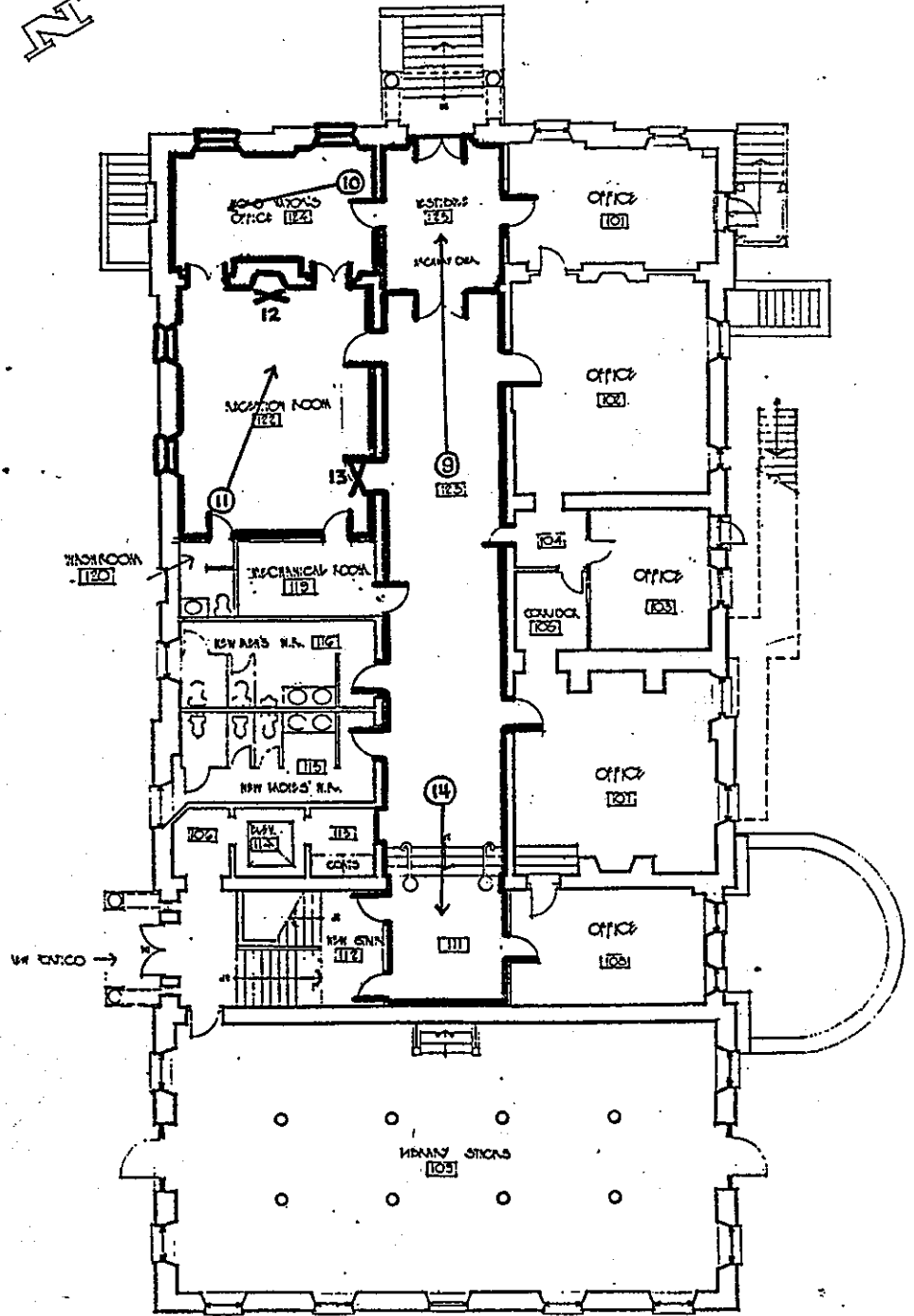
APPENDIX "B"

Photograph #8



Detail of main entrance on north facade.

APPENDIX "B"



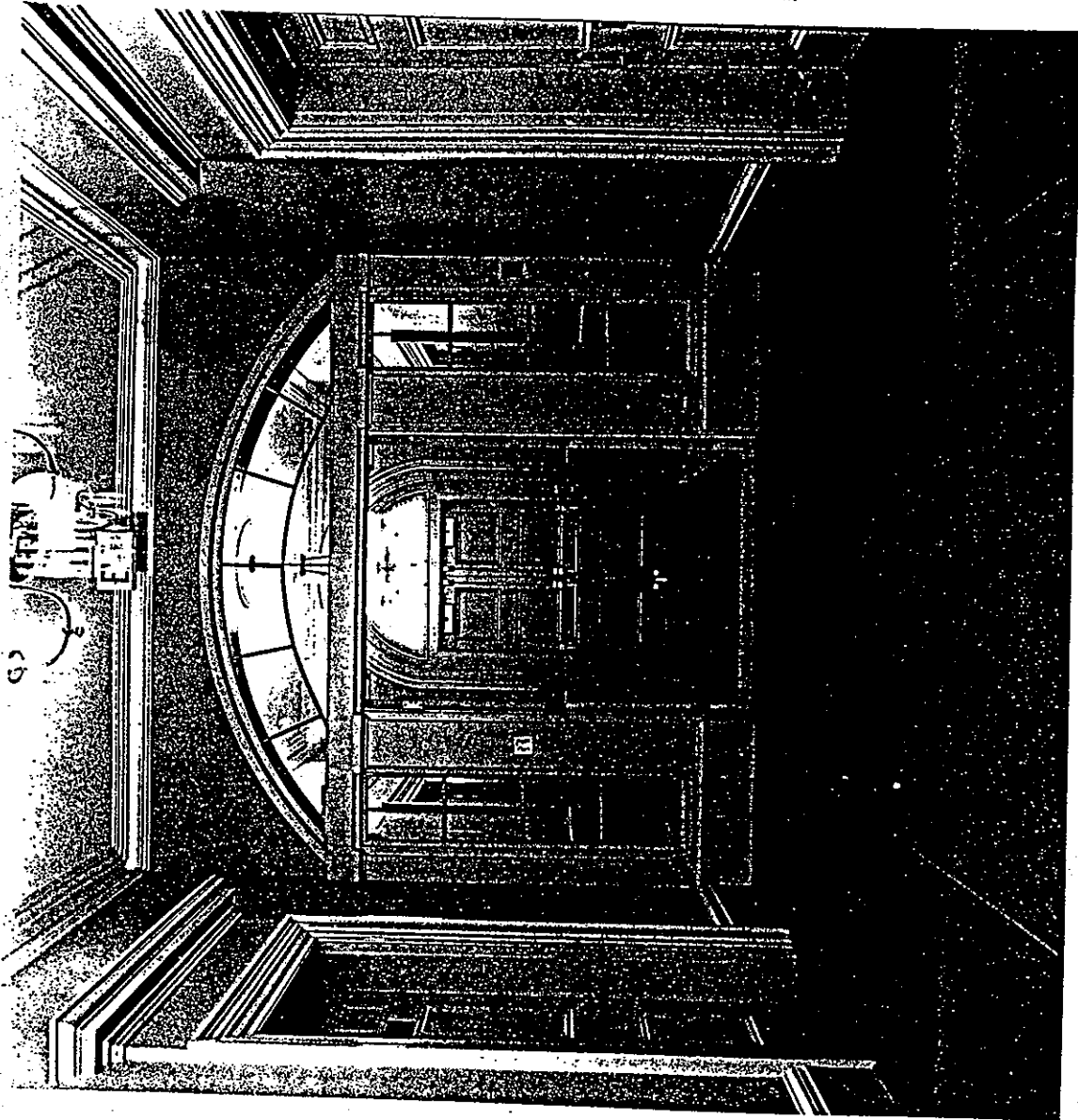
FIRST FLOOR PLAN
 SCALE 1" = 10'

**KEY TO PHOTOGRAPHS
 INTERIOR-FIRST FLOOR**

- outline of area subject to easement
- → general views
- X detail

APPENDIX "B"

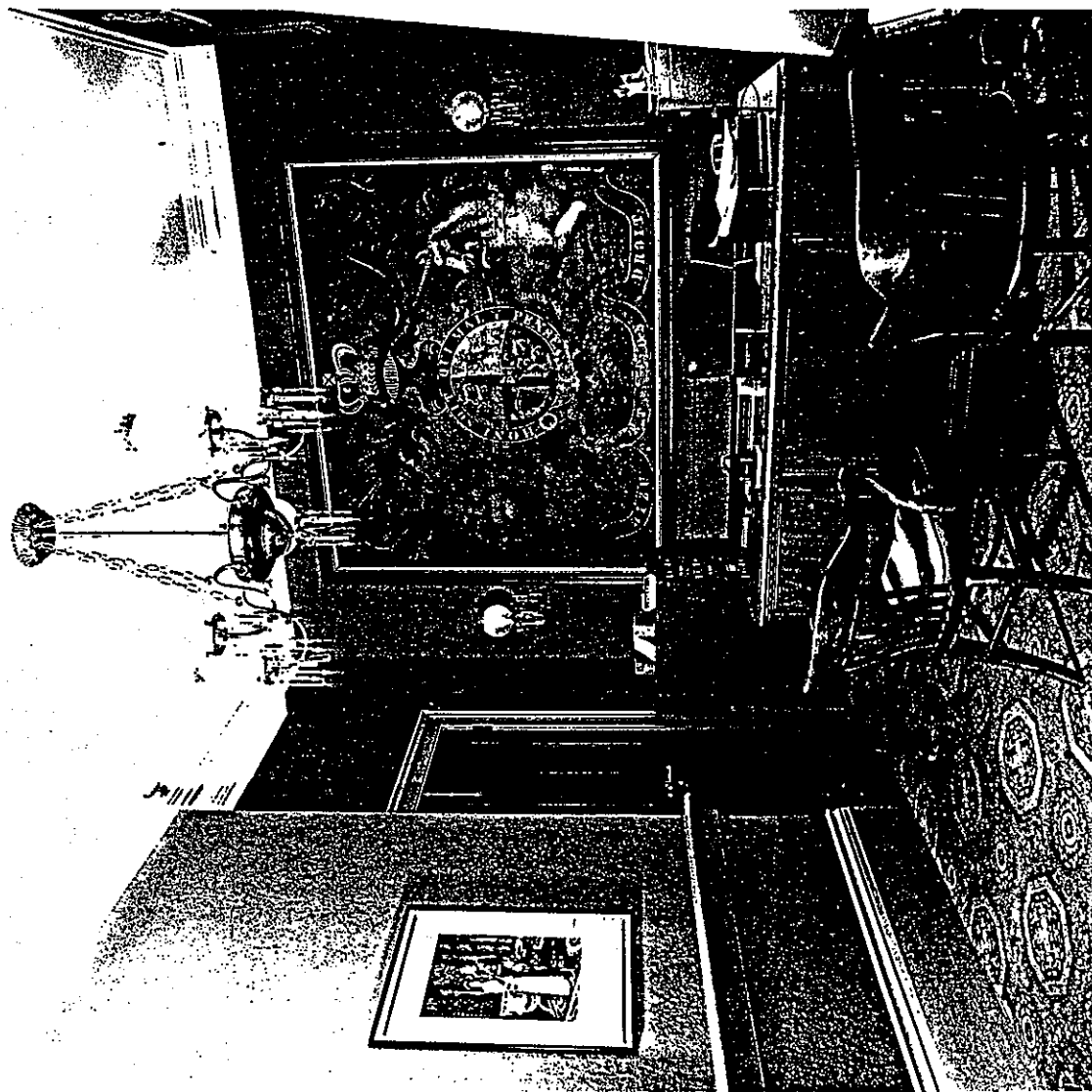
Photograph #9



Main floor corridor looking toward vestibule,
showing partition with glass fanlight and
side lights.

APPENDIX "B"

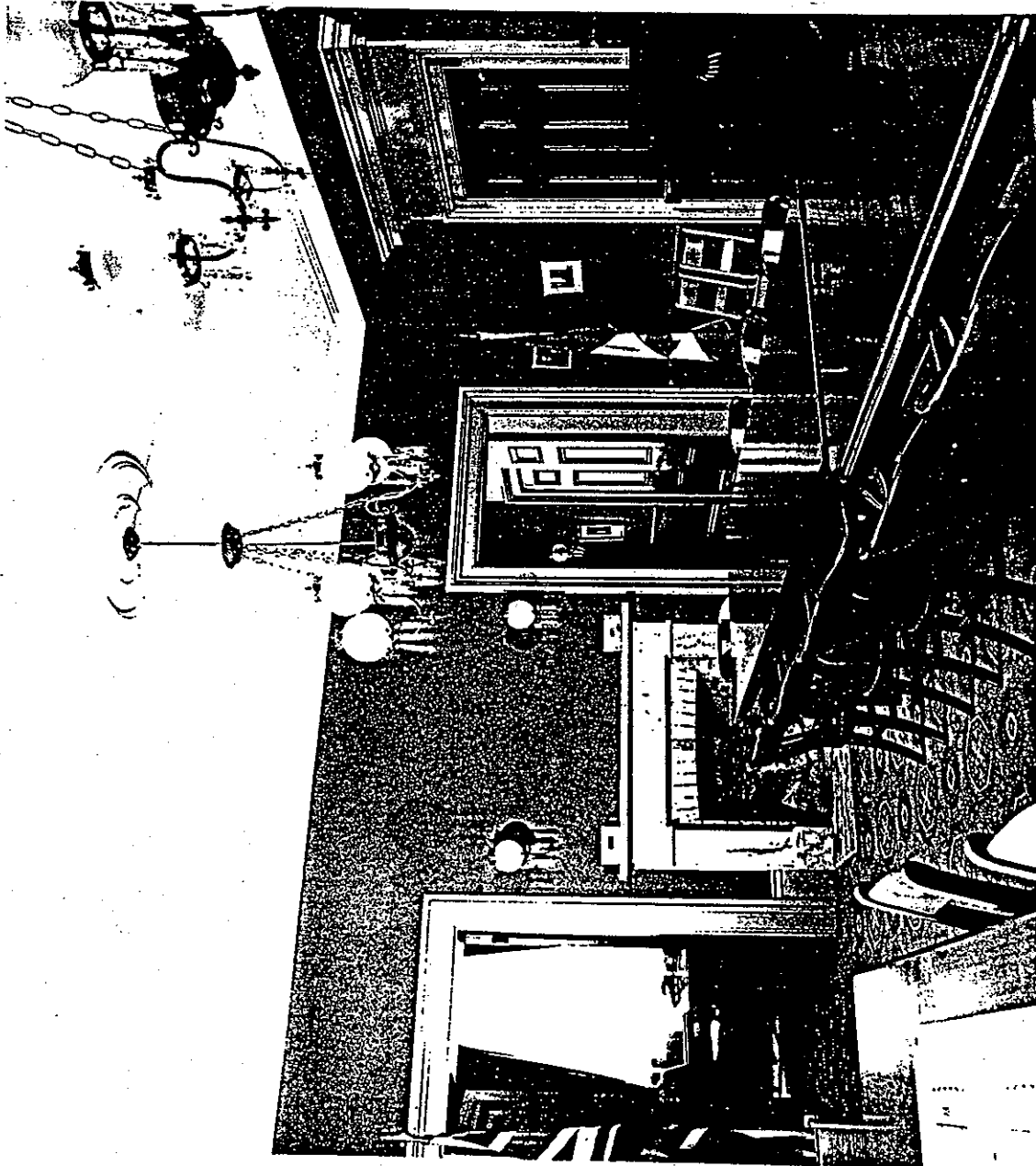
Photograph #10



Lord Mayor's office looking toward painting of great seal on west wall.

APPENDIX "B"

Photograph #11



Reception Room looking toward fireplace
and Lord Mayor's office.

APPENDIX "B"

Photograph #12



Detail of imitation marble fireplace in
Reception Room.

APPENDIX "B"

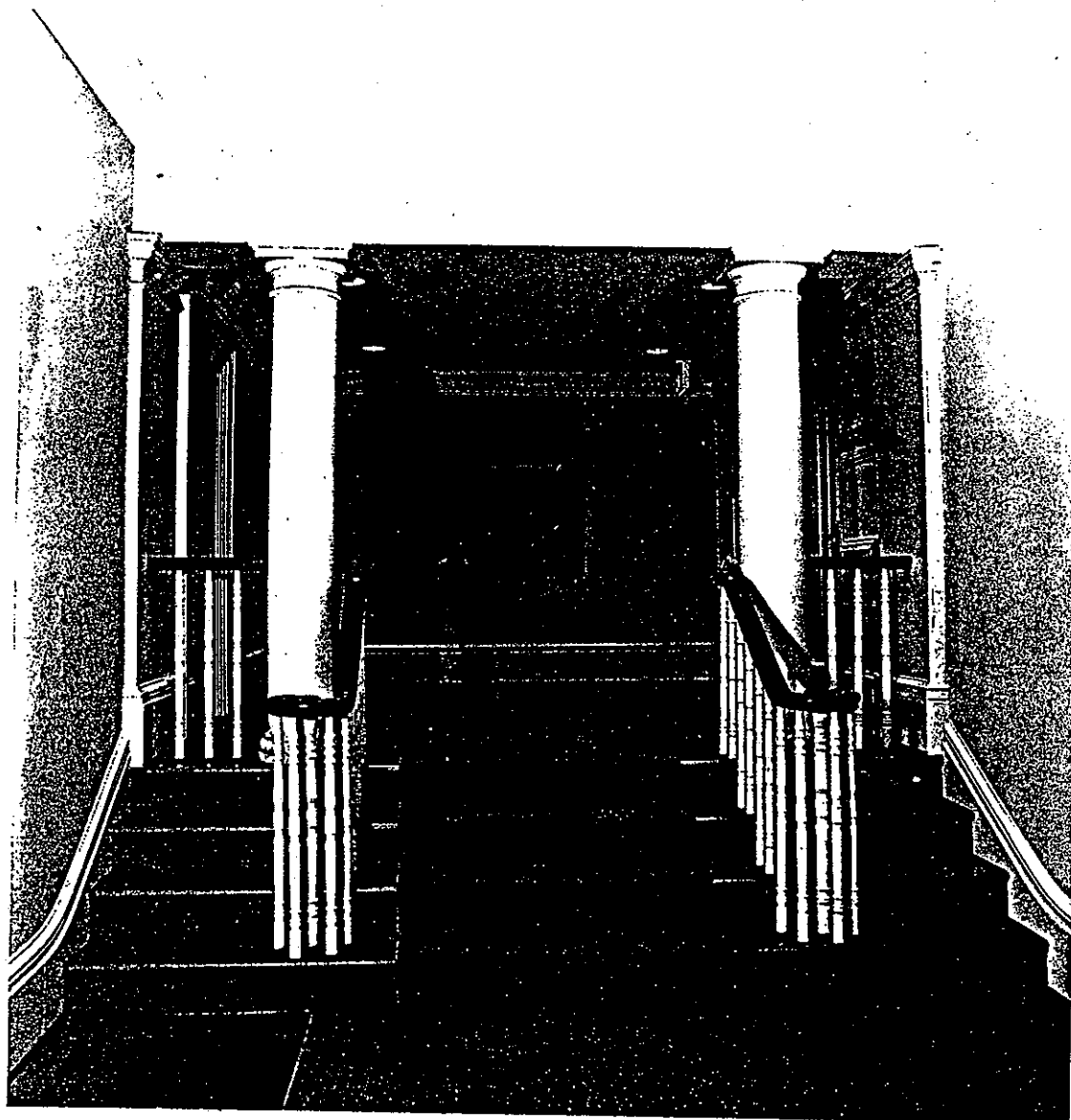
Photograph #13



Detail of representative main floor doorway
in Reception Room.

APPENDIX "B"

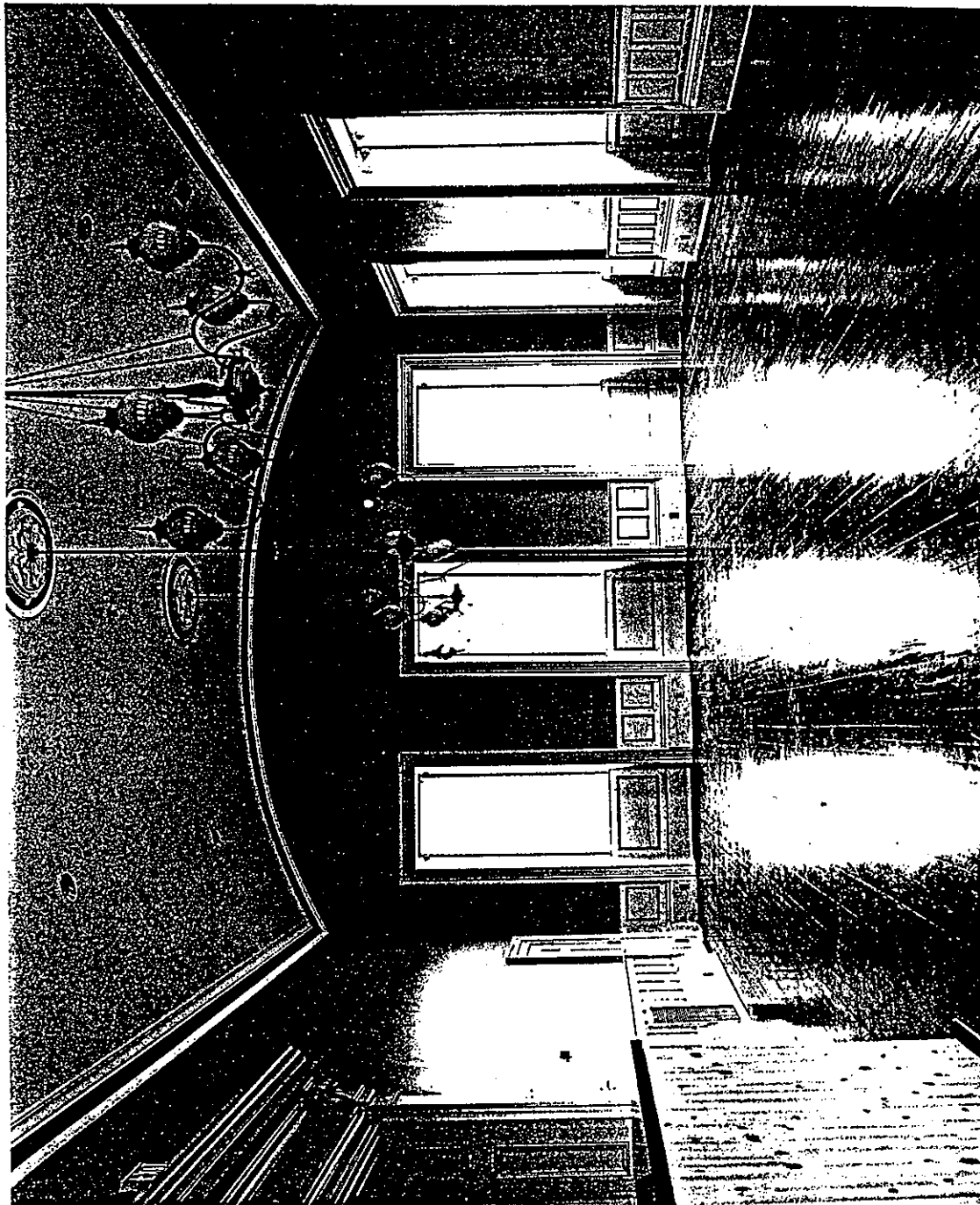
Photograph #14



Main floor corridor looking toward rear,
showing raised entrance to main stairway
to upper floor.

APPENDIX "B"

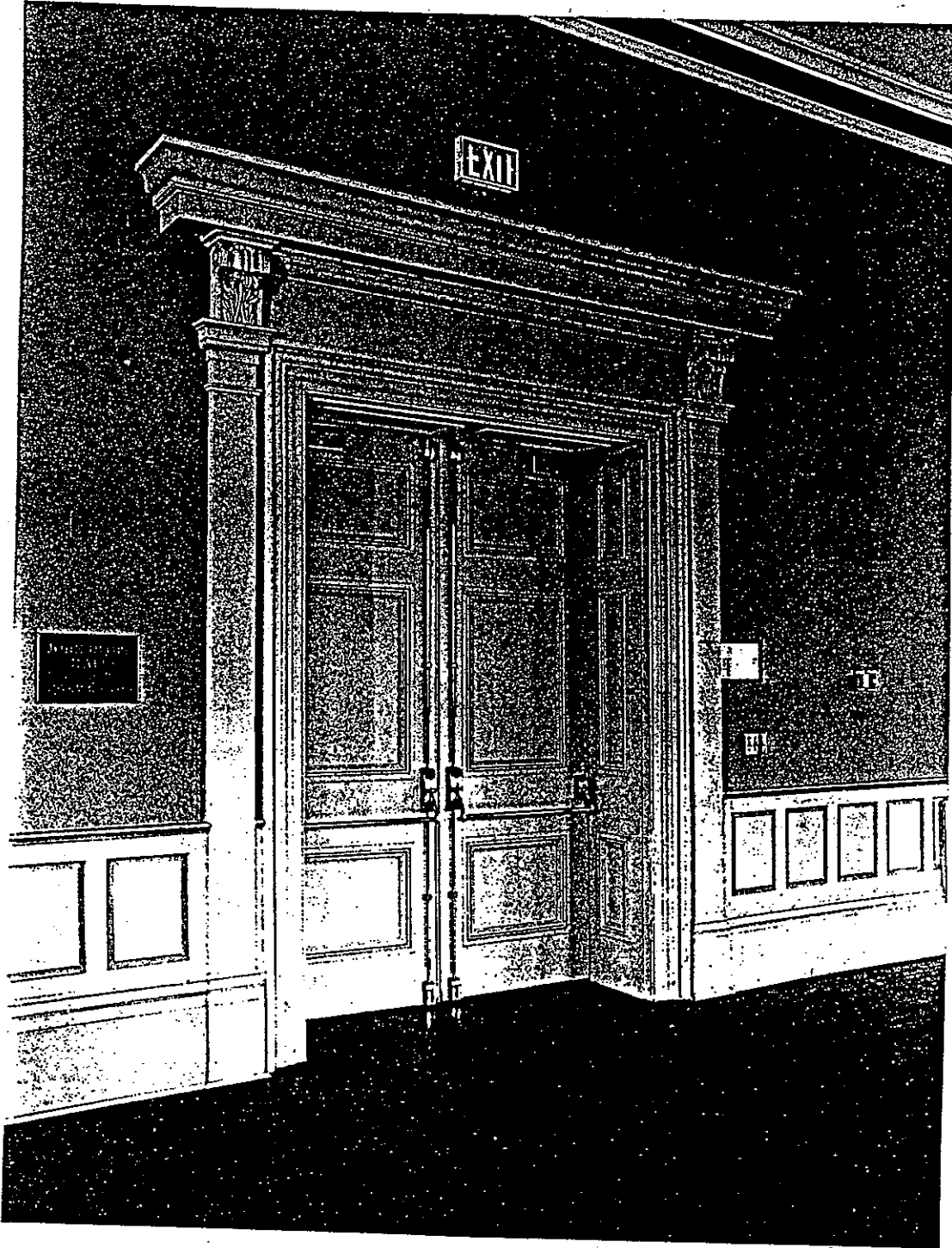
Photograph #15



South Hall looking towards east windows.

APPENDIX "B"

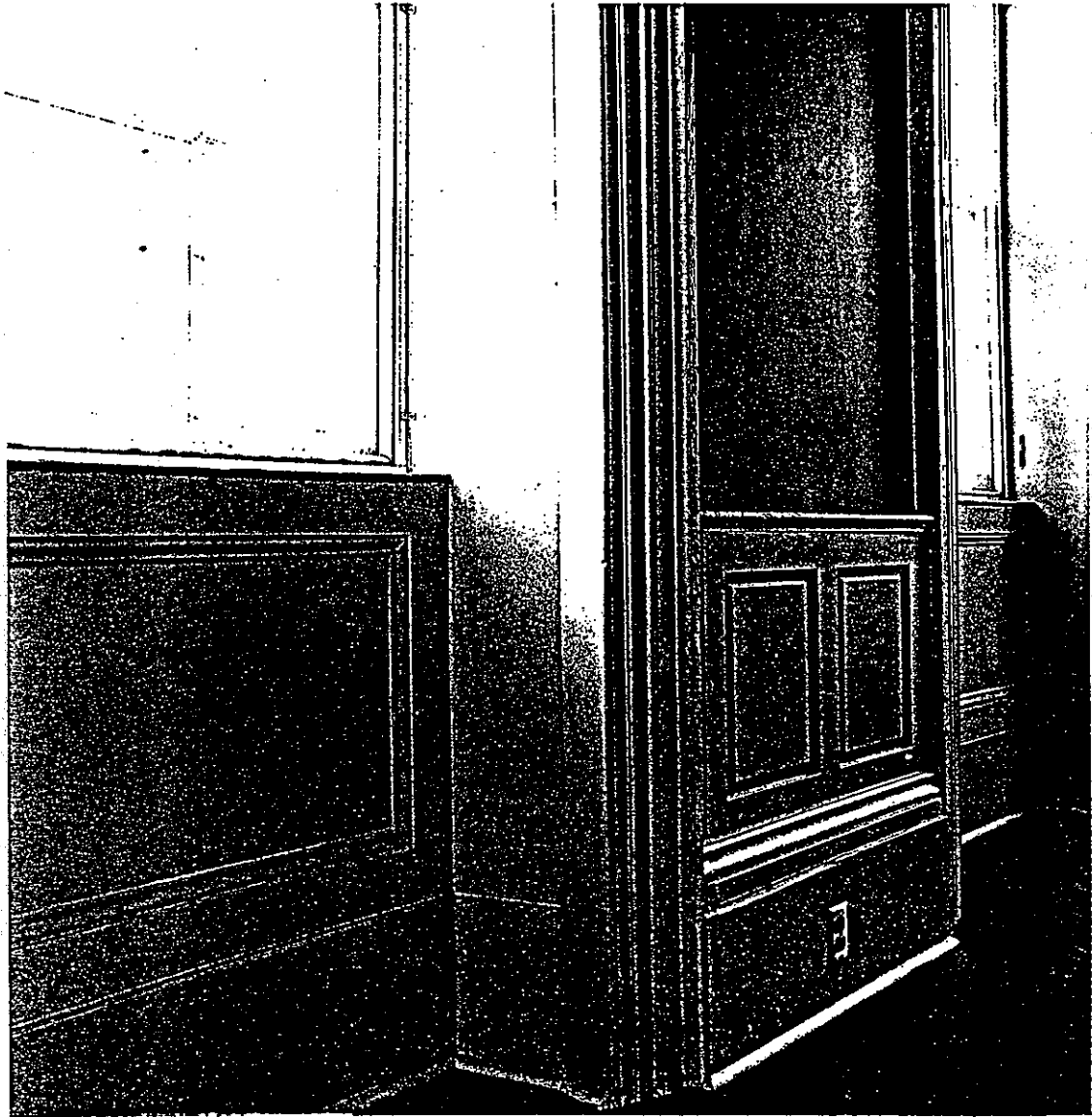
Photograph #16



Detail of panelled entrance to South Hall.

APPENDIX "B"

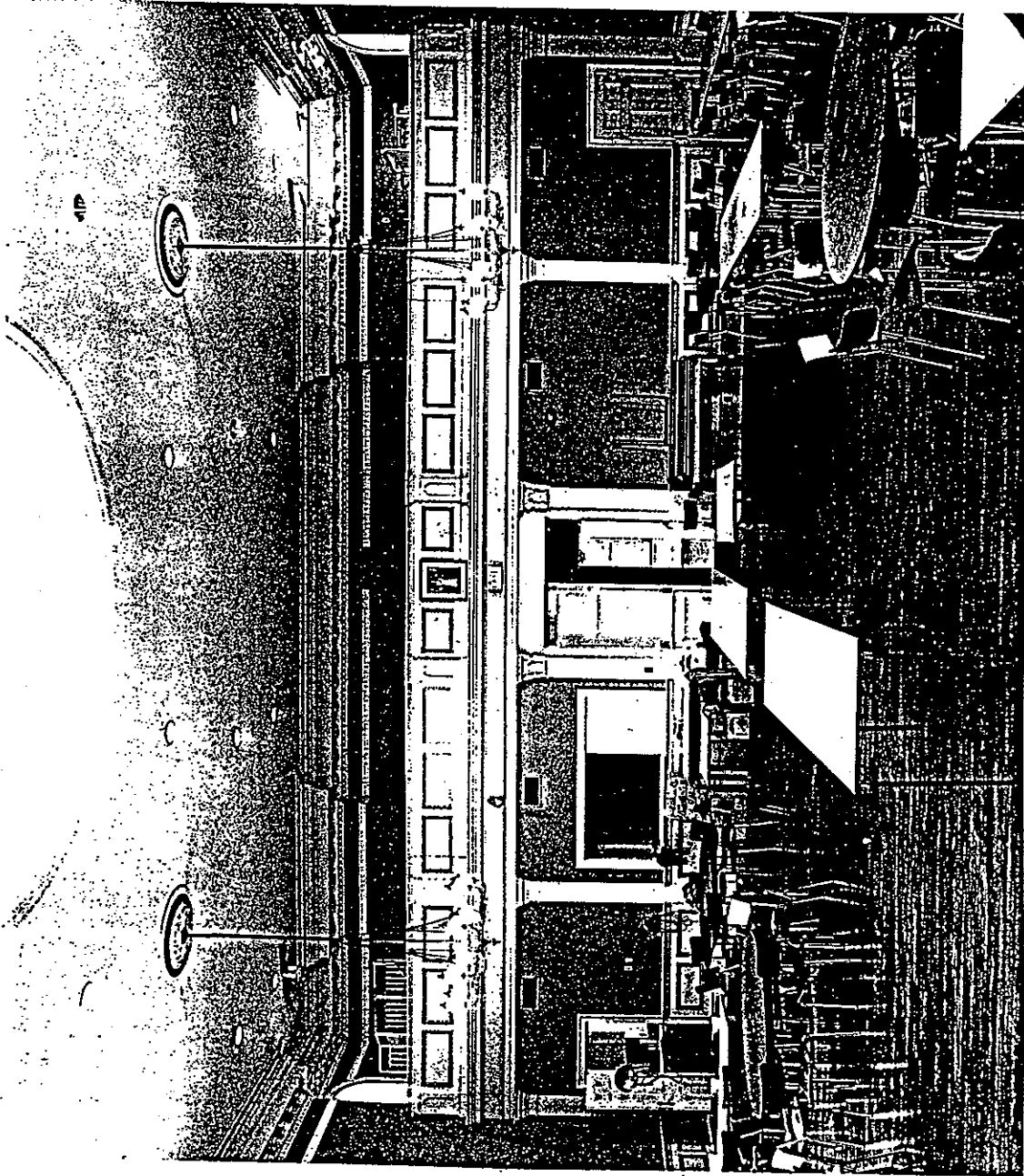
Photograph #17



Detail of wainscoting in South Hall.

APPENDIX "B"

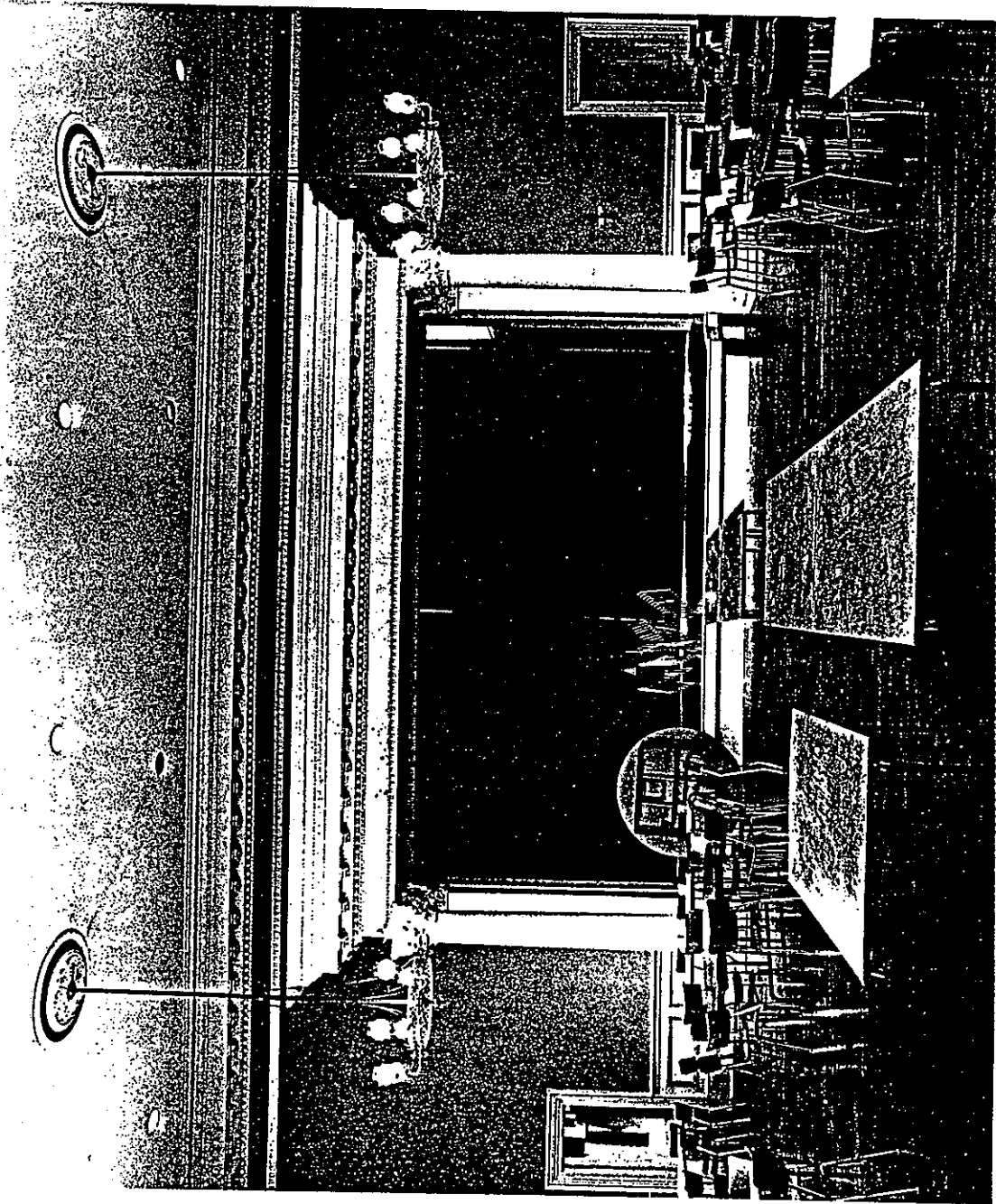
Photograph #18



North Hall looking toward entrance to Hall
and balcony.

APPENDIX "B"

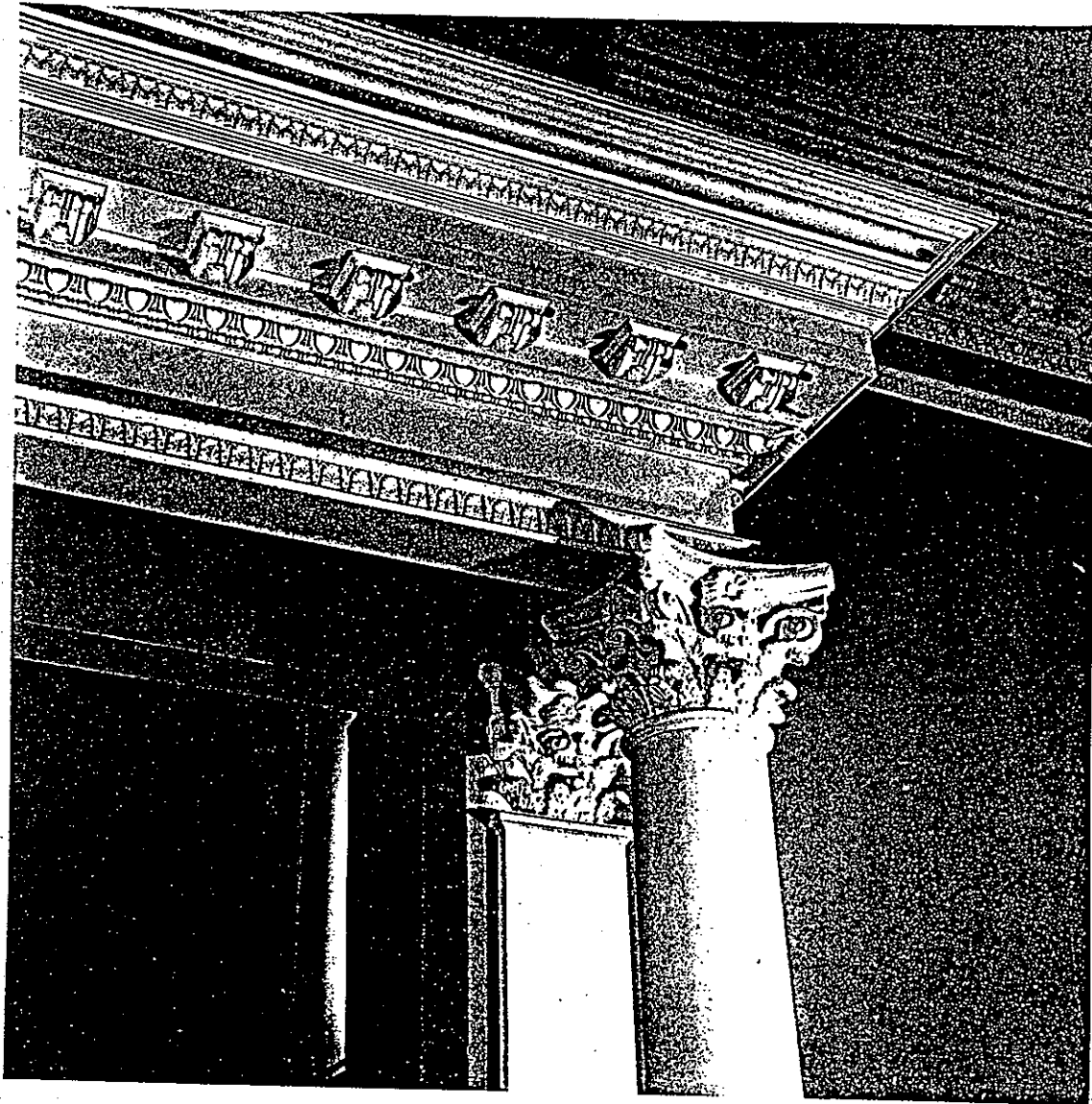
Photograph #19



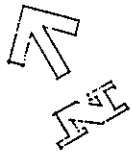
North Hall looking toward porticoed stage.

APPENDIX "B"

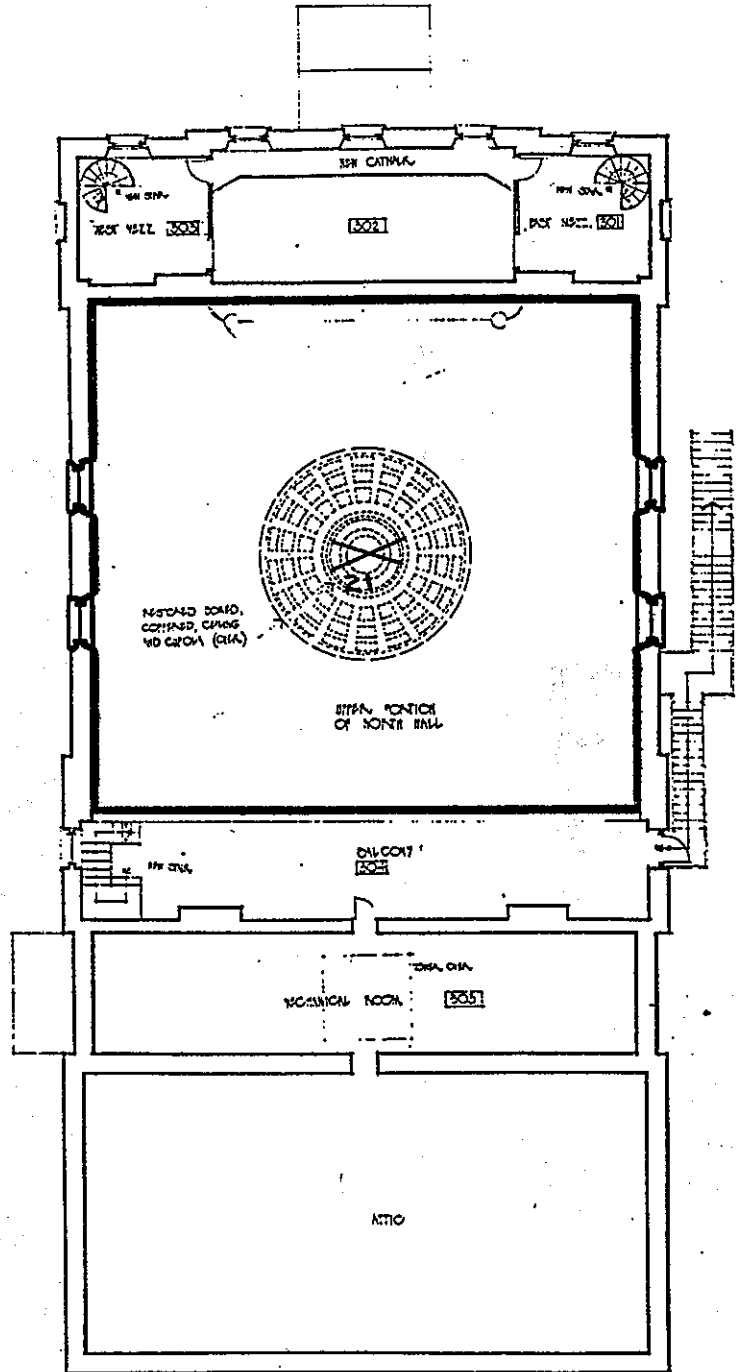
Photograph #20



Detail of column capital and entablature
of stage portico.



APPENDIX "B"



THIRD FLOOR PLAN

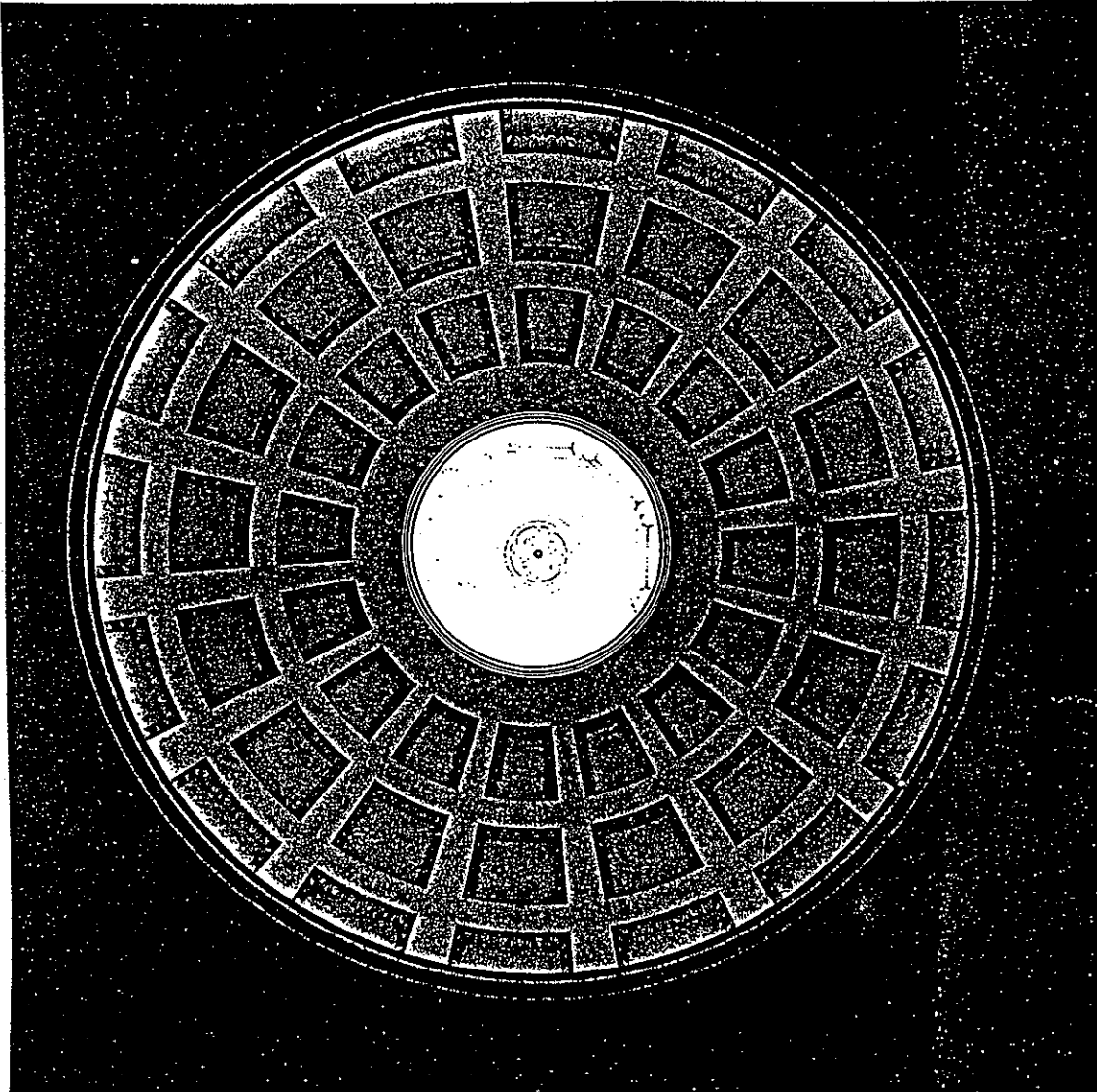


KEY TO PHOTOGRAPHS
 INTERIOR-THIRD FLOOR

- outline of area subject to easement
- × detail

APPENDIX "B"

Photograph #21



Detail of coffered dome and octagonal cupola
from floor of North Hall.



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 policy.

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
Address
Date

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

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

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

C O N S E N T

Pursuant to section 10 (l) (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 Citizenship and Culture 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 TOWN OF NIAGARA-ON-THE-LAKE, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated the 29th day of November, 1985, 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 the day of , 198 .



Assistant Deputy Minister, Culture
Division, Ministry of Citizenship
and Culture for the Province of
Ontario.