

**AGENDA**  
**THE FOURTH MEETING OF THE MUNICIPAL HERITAGE**  
**COMMITTEE**

**ROOM #304 / VIA ZOOM**

**5:00 P.M.**

**June 14, 2023**

**DISCLOSURES OF INTEREST**

**MINUTES**

Confirmation of the minutes of the meeting held on May 10, 2023.

**NEW BUSINESS**

Heritage Alteration Permit - HAP-09-23 - 545 Talbot Street **Pages 2-37**

Student Update

Listed Properties on Heritage Register - Bill 23 Update

Extract from June 5, 2023 Council meeting. **Page 38**

**NEXT MEETING**

July 12, 2023

**ADJOURNMENT**

**NOTICE OF RECEIPT FOR HERITAGE ALTERATION PERMIT**  
(Section 42(3) of the Ontario Heritage Act, R.S.O. 1990, c. O.18, as amended)

June 8, 2023

Jeff Bray  
545 Talbot Street  
PO Box 520  
St. Thomas, ON  
N5P 3V7

**Re: Notice of Receipt  
Heritage Alteration Permit**  
**File No.: HAP-09-23**  
**Property: 545 Talbot Street**

Pursuant to Section 42(3) of the Ontario Heritage Act, as amended, this letter is notice that the information and material required through the City of St. Thomas' Application for Heritage Alteration Permit has been provided and the application is thereby considered complete.

Council of the City of St. Thomas has 90 days from the issue of receipt of this notice to make a decision to grant or refuse this application.

The Secretary of the Municipal Heritage Committee has been circulated this notice and application for inclusion on the next available meeting agenda date. You will receive a separate notice of confirmation of your Municipal Heritage Committee meeting date and time. It is advisable for you or a representative to attend this meeting to present and respond to questions on your Heritage Alteration Permit application.

Please contact the Planning & Building Services Department at 519-633-2560 if you have any questions.

Yours truly,



Kevin McClure, MCIP, RPP  
Planner

cc: Basit Abdul, Legislative Services Coordinator, City of St. Thomas

## MEMO

**DATE:** June 8, 2023

**ATTENTION:** Basit Abdul, Secretary, Municipal Heritage Committee

**SUBJECT:** Heritage Alteration Permit  
545 Talbot Street  
HAP-09-23

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Please find attached a notice of receipt for Heritage Alteration Permit within the City of St. Thomas. The applicant has consulted with Planning & Building Services Department Staff and the application has been deemed complete.

As per the Heritage Alteration Permit process, the attached material is being provided for your circulation to the Municipal Heritage Committee for consideration and recommendation to Council. In scheduling a meeting with the Municipal Heritage Committee and the applicant, please copy the Planning & Building Services Department for our records.

Through the consultation process, Planning & Building Staff have attached a report for the Municipal Heritage Committee's consideration.

If you have any questions, please contact the Planning & Building Services Department.

Regards,



Kevin McClure, MCIP, RPP  
Planner



**Report No.**  
HCR-09-23

**File No.**  
HAP-09-23

**Directed to:** Chair and Members of the Municipal Heritage Committee

**Date Authored:**  
06/08/2023  
**Meeting Date:**  
06/14/2023

**Department:** Planning & Building Services Department

**Prepared by:** Kevin McClure, Planner

**Attachments**  
· Application and Supporting materials  
· City Hall Easement

**Subject:** Heritage Alteration Permit for 545 Talbot Street – City of St. Thomas

**ORIGIN:**

Jeff Bray, Director of Parks, Recreation and Property Management approached the Planning and Building Services Department with a proposal for revisions to the landscaping/hardscaping at the front of City Hall. Staff consulted on the proposal on May 31, 2023 respecting the proposal and determined that a Heritage Alteration Permit would be required. Application materials were received on June 5, 2023 and deemed complete on June 8, 2023.

While 545 Talbot Street is designated through Part V of the *Ontario Heritage Act* as part of the Downtown St. Thomas Heritage Conservation District, the property is also designated through Part IV of the *Act* and specific restrictions/easements also apply.

**PROPOSED HERITAGE ALTERATION PERMIT SUMMARY:**

The applicant, on behalf of the City of St. Thomas, is proposing alterations to the landscaping and hardscaping at the front of City Hall. The revisions would include the removal of the existing grassed areas in favor of brick pavers and concrete that would be consistent with the new streetscaping along Talbot Street. Further, the existing planting beds would be increased in depth to allow more opportunities for plantings in front of City Hall.

**HERITAGE CONSERVATION DISTRICT PLAN:**

The property at 545 Talbot Street has been identified as a contributing resource within the Downtown St. Thomas Heritage Conservation District (HCD) Plan. As the proposed alterations would not apply to the building itself, and the property would be considered part of the “Public Realm”, the policies in Section 4.8 of the Heritage Conservation District Plan would apply, specifically those related to Street Trees and Vegetation (4.8.1) based on the proposed work.

**Section 4.8.1 – Street Trees and Vegetation**

This section speaks to the importance of street trees and vegetated areas to the urban environment and their positive impacts to the environmental, economic and social well-being of the downtown. There is specific guidance to “*encourage planters, vegetated bump-outs and other landscaping elements within the streetscape where they do not conflict with accessibility*”.

As noted previously, the vegetated planting beds are intended to be increased through the proposal with the existing grassed areas to be removed in favor of brick pavers and concrete. The purpose of the increased hardscaping is to allow for more appropriate areas to allow for public events/gatherings that regularly occur in front of City Hall. While there are merits to increasing the functional public realm through this proposal, the Municipal Heritage Committee will need to determine whether it is satisfied based on the general guidance in this section of the HCD Plan.

**PART IV DESIGNATION – ONTARIO HERITAGE ACT**

While outside of the scope of the Heritage Alteration Permit application process, the property is individually designated under the *Ontario Heritage Act* through By-law No. 26-89. In review of that By-law, exterior heritage attributes of the building are identified but this does not include any landscaping or hardscaping on the property itself.

Notwithstanding the above, through the application review process, Staff were made aware of a Heritage Easement that was placed on the property on December 9, 1991 (attached). As part of that Heritage Easement, Section 1.8 speaks to “Activities with respect to the Property”. It would be Staff’s position that the Municipal Heritage Committee determine, and/or provide comment to Council, on what, if any, impacts this proposal may have with respect to the Part IV Ontario Heritage Act designation and the Heritage Easement that applies on the property in respect to the Heritage Alteration Permit application that has been submitted.

**STAFF COMMENT:**

The proposed Heritage Alteration Permit to 545 Talbot Street would be considered part of the public realm. Section 4.8 of the HCD Plan provides general guidance on what is proposed and it would be Staff’s position that the proposal would generally be in keeping with guidance provided in the Plan while creating a more defined civic gathering space as proposed in the application.

As is provided in this report, while the general intent of the HCD Plan would appear to be maintained, there are other aspects that the Municipal Heritage Committee will need to provide comment on to Council with respect to the property’s individual designation under the *Ontario Heritage Act* and the Heritage Easement that is in place.

Staff would suggest that any recommendation to Council on the Heritage Alteration Permit be conditional on other matters being addressed as a result of the existing *Ontario Heritage Act* approvals that are in place for the property.

Respectfully submitted,



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Kevin McClure, MCIP, RPP  
Planner

Corporation of the City of St. Thomas  
**APPLICATION FOR A HERITAGE ALTERATION PERMIT**

Pursuant to Section 33(2) and Section 42(2.1) of the Ontario Heritage Act

<b>OFFICE USE:</b>	Date Application Received: _____	Consultation Date: _____
	Date Application Deemed Complete: _____	File Number: _____

**OWNER/APPLICANT**

1. Property Owner  
Name: Corporation of the City of St. Thomas  
Address: 545 Talbot Street, St. Thomas, Ontario \_\_\_\_\_  
Postal Code: N5P 3V7 Phone: 519 631-1680 Fax: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Agent/Applicant  
Name: Jeff Bray \_\_\_\_\_  
Company: City of St. Thomas \_\_\_\_\_  
Address: \_\_\_\_\_  
Postal Code: \_\_\_\_\_ Phone: 519 631-9990 x5201 Fax: \_\_\_\_\_  
Email: jbray@stthomas.ca \_\_\_\_\_

Who is the primary contact?

Registered Owner  Applicant/Agent

\*Note: Unless otherwise requested all communications will be sent to the Applicant.

\*Please indicate the method of communication you would like to be contacted by.

Phone  Email  Fax  Mail

**PROPERTY INFORMATION**

1. Municipal Address: 545 Talbot Street, St. Thomas, Ontario \_\_\_\_\_  
\_\_\_\_\_  
2. Legal Description: \_\_\_\_\_  
\_\_\_\_\_

**SUMMARY OF WORK PROPOSED**

1. What kind of permit is required?

Alteration to Building/Property  New Construction  Demolition

2. How is the property designated?

- Individually Designated Property**     **Part of the Heritage Conservation District**     **Both**

3. Check all types of work that would happen in your proposed project:

- demolition of a building or part of a building, such as a building façade
- removal of a building to a different location on site or to another site
- erection of a new building, a new façade, a new storefront, an addition to an existing building, a new garage or a wall
- structural intervention that affects the external appearance of a building
- repointing and repairing masonry, cleaning masonry of paint or grime, or painting or staining
- removal of parging, External Insulation and Finish System, siding or façade screen from walls or installation of new wall material to replace or cover existing wall material
- alteration of doors and windows, their heads and their surrounds, or cutting of new door and window openings in walls
- alteration of roofline or skyline by changes to comices, overhangs, eaves, parapets, chimneys, domers, rooftop equipment, towers and roof shape, or alteration of historic roof coverings such as slate
- removal or addition of architectural detail, such as storefront comices, decorative brickwork, stone trim, brackets, window shutters, awnings, porches and balconies
- erection of a sign
- alteration of streets and their boulevards, squares, parking lots

4. Please list below, any documents included with this submission (drawings, site plan, specifications, photographs and other documents as needed to illustrate the project). Requirements will depend on the scale of the project.

**Attached: City Hall Landscaping – Concept 3**

5. Explain the reasons for undertaking the alterations and describe how the proposal conforms to the Part IV individual designation by-law or Part V Heritage Conservation District Plan design guidelines. Attach additional page(s) if needed.

4.8.2 – Streetscape and Landscape – Public Realm. Sidewalks

Guidelines:

- Encourage a consistent and coherent materials plan for sidewalks throughout the HCD to contribute to a defined sense of place.
  - *Existing sidewalk will be replaced with brick pavers and concrete consistent with new streetscaping design.*
  - *new, tinted concrete will replace a portion of the existing grassed areas flanking the entry stairs.*
  - *the tinted concrete in the public gathering areas will provide a visual sense of place, unique to City Hall*

Notes:

- On an almost weekly basis, the front of City Hall is continually used for a variety of public events/gatherings. This heavy use has compacted the grassed areas, resulting in unsightly turf.
- The landscape design proposes the following:
  - To accommodate the designated use of the area, replacing the grassed areas with tinted concrete. The concrete area will extend between the municipal sidewalk and the first step to City Hall.
  - Increasing the foundation plantings to the first step.
    - Note: This will increase the planting beds ~1.5 metres in depth. As there is a deficit of planting beds in this area of Talbot Street, the enlarged horticultural display will provide additional visual presence to City Hall.
  - The addition of brick pavers defining the public meeting area and the entrance to City Hall.

**APPLICANT DECLARATION**

By making this application, permission is hereby granted to any Municipal staff members and Municipal Planning Consultant to enter upon the premises described in this application at a reasonable time for the purpose of inspecting the property in relation to the proposed application and for distributing information concerning the same. This information is being collected pursuant to the Ontario Heritage Act, Municipal Act, and Freedom of Information Act. The information contained herein will be distributed to bodies and agencies prescribed by legislation and regulation and also to interested parties.

If this application is signed by an agent or solicitor on behalf of an applicant, the owner’s written authorization must accompany the application (**Appendix A**). If the applicant is a corporation acting without an agent or solicitor, the application must be signed by an officer of the corporation and the corporation’s seal (if any) must be affixed.

**MUNICIPAL FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Application information is collected under the authority of Section 33(2) and Section 42(2.1) of the Ontario Heritage Act. In accordance with the Act, it is the policy of the City of St. Thomas to provide public access to all Planning Act applications and supporting documentation submitted to the City.

I Jeff Bray, the Owner or Authorized Agent, hereby agree and acknowledge that the  
(Print name of Owner or Authorized Agent)

information contained in this application and any documentation, including reports, studies and drawings, provided in support of the application, by myself, my agents, consultants and solicitors, constitutes public information and will become part of the public record. As such, and in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c.M. 56, I hereby consent to the City of St. Thomas making this application and its supporting documentation available to the general public, including copying and disclosing the application and its supporting documentation to any third party upon their request.

**Collection of Personal Information:**

Personal information on this form is collected under the authority of Section 33(2) and Section 42(2.1) of the Ontario Heritage Act. The information will be used for the purposes of administering the heritage permit application and ensuring appropriate service of notice of receipt under Section 33(3) and Section 42(3) of the Ontario Heritage Act. Questions about this collection should be directed to the Director of Planning and Building Services, 9 Mondamin Street, St. Thomas, Ontario, N5P 2T9, (519) 633-2560.

**AFFIDAVIT OR SWORN DECLARATION**

I, Jeff Bray \_\_\_\_\_ of St. Thomas \_\_\_\_\_ in the province of Ontario \_\_\_\_\_,  
name of applicant City

make oath and say (or solemnly declare) that the information required under the authority of Section 33(2) and Section 42(2.1) of the Ontario Heritage Act and provided by the applicant in this application is accurate, and that the information contained in the documents that accompany this application is accurate.

Sworn (or declared) before me at the \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
City Day Month Year

\_\_\_\_\_  
Signature of Owner or Authorized Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Commissioner of Oaths, etc.

\_\_\_\_\_  
Date



**APPENDIX A – AUTHORIZATION OF OWNER**

If the applicant is not the owner of the subject lands, please complete the owner authorization concerning personal information as set out below.

I, \_\_\_\_\_, am the owner of the subject lands, and I authorize  
\_\_\_\_\_, to act on our behalf as the agent for the submissions required for all matters relating to the subject lands, and to provide any of my personal information that will be included in this application or collected during the planning process.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner

**APPENDIX B – ACKNOWLEDGEMENT OF LEGAL AND PLANNING FEES**

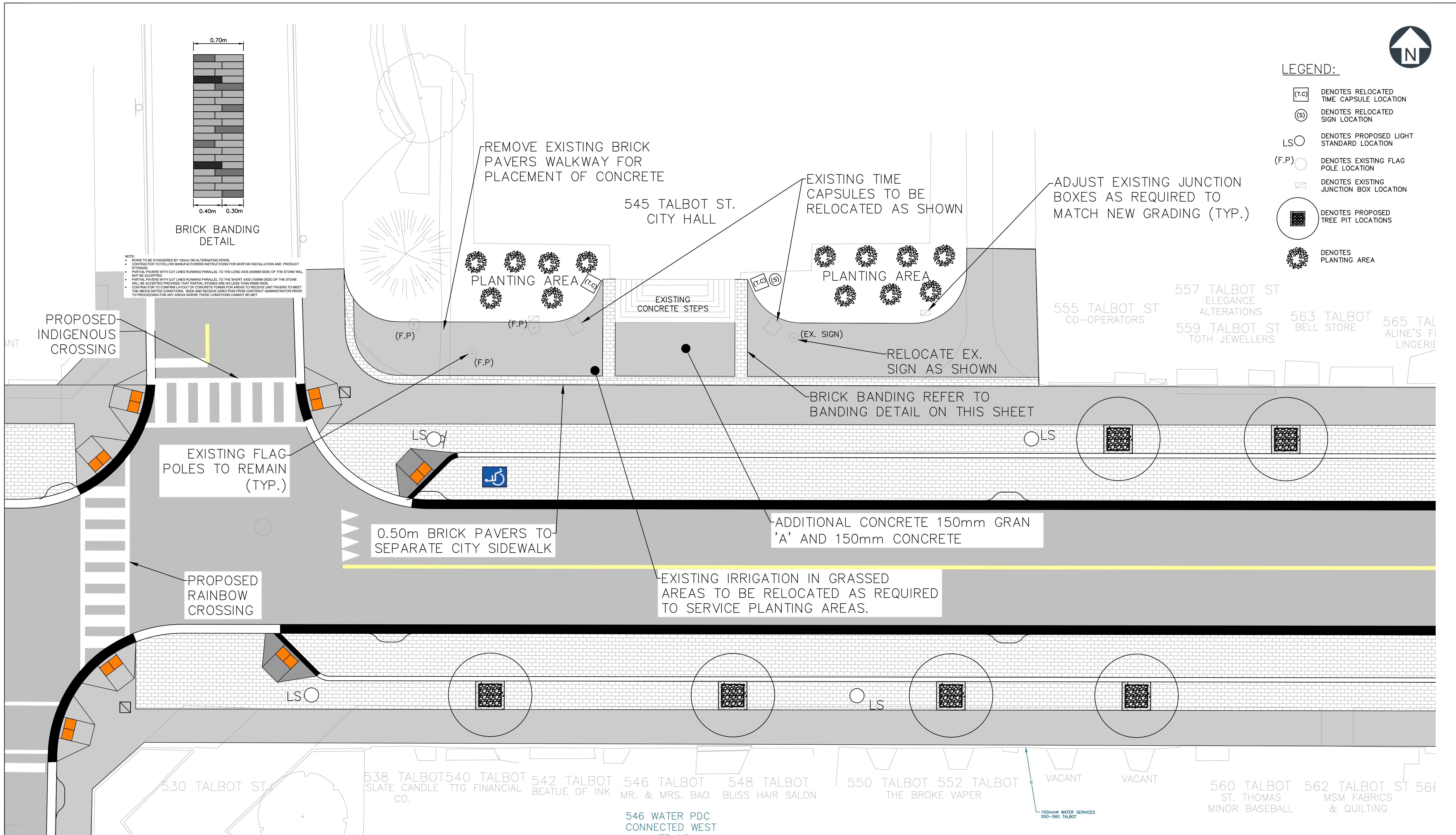
In addition to the application fees listed in this application package, please note that where the City requires assistance from its solicitors or other technical or professional consultants in the processing of this application, the applicant shall be responsible for reimbursing all fees incurred by the City.

**\*Please note, Appendix B must be completed by the owner, not the authorized agent.**

I, \_\_\_\_\_, am the **owner** of the subject lands, and I understand that further fees may be incurred by the City throughout the planning process and that I am responsible for reimbursing all fees.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner



- LEGEND:**
- (T.C) DENOTES RELOCATED TIME CAPSULE LOCATION
  - (S) DENOTES RELOCATED SIGN LOCATION
  - LS○ DENOTES PROPOSED LIGHT STANDARD LOCATION
  - (F.P)○ DENOTES EXISTING FLAG POLE LOCATION
  - DENOTES EXISTING JUNCTION BOX LOCATION
  - DENOTES PROPOSED TREE PIT LOCATIONS
  - DENOTES PLANTING AREA

**NOTE:**

- ROWS TO BE STAGGERED BY 100mm ON ALTERNATING ROWS. CONTRACTOR TO FOLLOW MANUFACTURERS INSTRUCTIONS FOR MORTAR INSTALLATION AND PRODUCT STORAGE.
- PARTIAL PAVERS WITH CUT LINES RUNNING PARALLEL TO THE LONG AXIS (400MM SIDE) OF THE STONE WILL NOT BE ACCEPTED.
- PARTIAL PAVERS WITH CUT LINES RUNNING PARALLEL TO THE SHORT AXIS (100MM SIDE) OF THE STONE WILL BE ACCEPTED PROVIDED THAT PARTIAL STONES ARE NO LESS THAN 50MM WIDE.
- CONTRACTOR TO OBTAIN LAYOUT OF CONCRETE FORMS FOR AREAS TO RECEIVE PAVERS TO MEET THE ABOVE-NOTED CONDITIONS. SEEK AND RECEIVE DIRECTION FROM CONTRACT ADMINISTRATOR PRIOR TO PROCEEDING FOR ANY AREAS WHERE THESE CONDITIONS CANNOT BE MET.

EXISTING FLAG POLES TO REMAIN (TYP.)

0.50m BRICK PAVERS TO SEPARATE CITY SIDEWALK

ADDITIONAL CONCRETE 150mm GRAN 'A' AND 150mm CONCRETE

EXISTING IRRIGATION IN GRASSED AREAS TO BE RELOCATED AS REQUIRED TO SERVICE PLANTING AREAS.

- LEGEND**
- |                                     |                                   |                                  |                               |                                   |
|-------------------------------------|-----------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| — SAN — SANITARY SEWER              | — T — UNDERGROUND BELL LINE       | ○ MH — MAINTENANCE HOLE          | — GP — GUY WIRE, UTILITY POLE | □ TR — TRANSFORMER                |
| — ST — STORM SEWER                  | — C — UNDERGROUND CABLE LINE      | ○ CB — CLEAN OUT                 | — LS — LIGHT STANDARD         | □ SB — SURVEY BARS                |
| — W — WATERMAIN                     | — D — DITCH/SWALE                 | ○ CB — CATCH BASIN               | — TS — TRAFFIC SIGNAL         | ○ CD — CONIFEROUS, DECIDUOUS TREE |
| — WS — WATER SERVICE                | — TOS — TOE OF SLOPE, TOP OF BANK | ○ V — WATER VALVE                | — S — SIGN                    | ○ SH — SHRUB                      |
| — G — NATURAL GAS LINE              | — F — FENCE                       | ○ WSCS — WATER SERVICE CURB STOP | — GV — GAS VALVE              | ○ EBL — EDGE OF BUSH/D RIP LINE   |
| — UPL — UNDERGROUND POWER LINE      | — E — EDGE OF GRAVEL              | ○ HYD — HYDRANT                  | — UP — UTILITY PEDESTAL       | ○ GBL — GEOTECHNICAL BORE HOLE    |
| — OHL — OVERHEAD POWER LINE         | — CR — CURB, DROPPED CURB         |                                  |                               |                                   |
| — FO — UNDERGROUND FIBRE OPTIC LINE | — EP — EDGE OF PAVEMENT           |                                  |                               |                                   |



STAMP:

REVISION			
#	DESCRIPTION	DATE	BY
3	SITE INSTRUCTION 1 - UPDATES	25/05/2023	RP
2	SITE INSTRUCTION 1	19/04/2023	RP
1	ISSUED FOR REVIEW / COMMENTS	12/04/2023	RP

**CITY HALL - LANDSCAPING CONCEPT (3)**

CONTRACT #: 23003 SCALE: HOR. 1:100  
 PROJECT NAME: TALBOT STREET CONSTRUCTION MARY STREET TO ROSS STREET DRAWING #: SK1

FOR OFFICE USE ONLY

NUMBER **331064**  
 CERTIFICATE OF REGISTRATION  
 91 DEC 13 P 2: 42  
 ELGIN  
 N° 11  
 ST. THOMAS LAND REGISTRAR

(1) Registry  Land Titles  (2) Page 1 of 25 pages

(3) Property Identifier(s) Block Property  
 Additional: See Schedule

(4) Nature of Document  
 HERITAGE EASEMENT AGREEMENT  
 Sec. 22 of the Ontario Heritage Act

(5) Consideration  
 TWO ----- Dollars \$ 2.00

(6) Description  
 City of St. Thomas, County of Elgin.  
 Registry Division of Elgin.  
 Firstly  
 Lot 9 on Plan 182 except Part 3 on Reference Plan 11R-4473.  
 Secondly  
 Part of Alley on Plan 182; Part 1 on Reference Plan 11R-4473, closed by St. Thomas By-law No. 198-90 registered on 1990-12-12 as No. 321759.

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

New Property Identifiers  
 Additional: See Schedule

Executions  
 Additional: See Schedule

(8) This Document provides as follows:  
 Covenants and easements pursuant to section 22 of the Ontario Heritage Act, R.S.O. 1980, c.337.  
 See Easement Agreement attached.  
 Continued on Schedule

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

(10) Party(ies) (Set out Status or Interest)  
 Name(s) Signature(s) Date of Signature  
 Y M D  
 THE ONTARIO HERITAGE FOUNDATION *Paul G. Korn* 1991 12 09  
 by its solicitor Paul G. Korn

(11) Address for Service 77 Bloor Street West, 2nd Floor, Toronto, Ontario M7A 2R9

(12) Party(ies) (Set out Status or Interest)  
 Name(s) Signature(s) Date of Signature  
 Y M D

(13) Address for Service

(14) Municipal Address of Property  
 545 Talbot Street  
 St. Thomas, Ontario

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

Fees and Tax	
Registration Fee	25
Total	25

FOR OFFICE USE ONLY

FOR OFFICE USE ONLY

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 25 pages
(3) Property Identifier(s)	Block	Property
Additional: See Schedule <input type="checkbox"/>		
(4) Nature of Document HERITAGE EASEMENT AGREEMENT Sec. 22 of the Ontario Heritage Act		
(5) Consideration  TWO _____ Dollars \$ 2.00		
(6) Description City of St. Thomas, County of Elgin. Registry Division of Elgin.  <u>Firstly</u> Lot 9 on Plan 182 except Part 3 on Reference Plan 11R-4473.  <u>Secondly</u> Part of Alley on Plan 182; Part 1 on Reference Plan 11R-4473, closed by St. Thomas By-law No. 198-90 registered on 1990-12-12 as No. 321759.		
(7) 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"/>

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

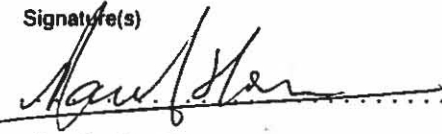
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Continued on Schedule

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(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s) THE ONTARIO HERITAGE FOUNDATION  by its solicitor	 Paul G. Korn	Y M D 1991 12 09

(11) Address for Service 77 Bloor Street West, 2nd Floor, Toronto, Ontario M7A 2R9

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D

(13) Address for Service

(14) Municipal Address of Property 545 Talbot Street St. Thomas, Ontario	(15) Document Prepared by: Ministry of Culture and Communications, Legal Branch 77 Bloor Street West, 2nd Floor Toronto, Ontario M7A 2R9	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2">Fees and Tax</th> </tr> <tr> <td>Registration Fee</td> <td></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td><b>Total</b></td> <td></td> </tr> </table>	Fees and Tax		Registration Fee						<b>Total</b>	
Fees and Tax												
Registration Fee												
<b>Total</b>												

**SCHEDULE**

THIS EASEMENT AGREEMENT dated as of the 20th day of August, 1991, and authorized by By-law No. 187-91 of The Corporation of the City of St. Thomas.

**B E T W E E N:**

**THE CORPORATION OF THE CITY OF ST. THOMAS**

hereinafter called the "Owner"

**OF THE FIRST PART;**

- and -

**THE ONTARIO HERITAGE FOUNDATION,**  
a body corporate continued by  
the Ontario Heritage Act,  
R.S.O. 1980, c. 337,

hereinafter called the "Foundation"

**OF THE SECOND PART.**

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of St. Thomas in the County of Elgin and Province of Ontario (hereinafter called the "Property"), being composed of part of Lot Three in the Eighth Concession of the Township of Yarmouth in the County of Elgin and more particularly described in Appendix "A" attached hereto;

AND WHEREAS there is situated on the Property a building commonly known as the St. Thomas City Hall (hereinafter called the "City Hall");

AND WHEREAS by section 7(c) of the Ontario Heritage Act, R.S.O. 1980, c. 337, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by section 10 (1) (b) of the Ontario Heritage Act, the Foundation is entitled to enter into

agreements, covenants and easements with owners of real property, or interests therein, for the conservation, protection and preservation of the heritage of Ontario;

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

AND WHEREAS the Owner and the Foundation desire to conserve the aesthetic and scenic character and condition of the Property and the present historical, architectural, aesthetic and scenic character and condition of the exterior of the City Hall together with the interiors of the City Hall described in Appendix "B" attached hereto and shown in heavy outline on the floor plans contained therein (all of which are hereinafter called the "Heritage Elements");

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

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

1.0 Duties Of Owner

1.1 Normal Repairs And Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Foundation, undertake or permit any demolition, construction,

reconstruction, alteration, remodelling, or any other thing or act which would materially affect the appearance or construction of the 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 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 City Hall 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 City Hall. 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 City Hall, or if any such insurance on the City Hall 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 City Hall shall, on the written demand and in accordance with the requirements of the Foundation, be applied to replacement, rebuilding, restoration or repair of the City Hall to the fullest extent possible having regard to the particular nature of the City Hall and the cost of such work. The Owner's financial liability to replace, rebuild, restore



or repair the City Hall 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 any fire and extended 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 City Hall within ten (10) clear days of such damage or destruction occurring. In the event that the City Hall 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 City Hall, 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 City Hall, 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 City Hall. 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 City Hall to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the City Hall 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 City Hall. 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 City Hall. 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 Reconstruction By Foundation

In the event that the request to demolish the City Hall 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 City Hall, 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 City Hall 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 City Hall 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 City Hall.

#### 1.6 Maintenance Of The City Hall

The Owner shall at all times maintain the City Hall 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.

#### 1.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the City Hall 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.

#### 1.8 Activities with respect to the Property

The Owner shall not commit or permit any act of waste on the Property. In 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 building, sign, fence, or other structure of any type whatsoever;

- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (e) allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for (i) the prevention or treatment of disease, or (ii) other good husbandry practices;
- (f) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the City Hall or the Property, or (ii) causing any damage to the City Hall;
- (g) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation.

## 2.0 Approvals

2.1 Where any 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.

#### 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 City Hall upon prior written notice to the Owner of at least twenty-four (24) hours.

#### 8.0 Plaque and Publicity

8.1 The Owner agrees to allow the Foundation to erect a plaque on the City Hall, in a tasteful manner and at the Foundation'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 thereby.

#### 10.0 Notice

10.1 Except in the event of an interruption in the postal service, any notices, requests for approval or grants of approval (collectively hereinafter referred to as "notice") required under this Agreement shall be delivered in person or sent by pre-paid registered mail addressed to the parties at their respective addresses as set out in paragraph 10.2. In the event that notice is delivered in person, the party receiving the notice shall forthwith acknowledge receipt of same in writing, and in that event, the notice shall be deemed to have been received on the date of such acknowledgement. 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 deemed to have been received on the date of service as set out in such affidavit. In the event that notice is sent by pre-paid registered mail, it shall be deemed to have been received on the fourth business day following the day on which the notice was sent.

10.2 The respective addresses of the parties for such purposes presently are as follows:

THE OWNER

THE FOUNDATION

The Corporation of the  
City of St. Thomas  
P.O. Box 520  
St. Thomas, Ontario  
N5P 3V7

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

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

10.3 In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 10.2, either in person or by special courier. The party receiving the notice shall forthwith acknowledge receipt in writing, and the notice shall be deemed to have been received on the date of such acknowledgement. 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 deemed 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 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, servants or workmen pursuant to paragraphs 1.5 and 3.0.

#### 13.0 Supplementary Agreement

13.1 When the Foundation has made photographs, drawings, and other material depicting the Property and the Heritage Elements, the Owner shall execute an agreement with respect to the Property and the Heritage Elements which said agreement shall be in the form set out in Appendix "D" attached hereto. The said agreement shall specifically provide for the attachment of photographs, drawings and other material depicting the Property and the Heritage Elements and shall be supplemental hereto and form a part hereof.

14.0 Entirety

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

15.0 Subsequent Instruments

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

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 City Hall.

16.0 Covenants To Run With The Property

16.1 The covenants, easements and restrictions set out in this Agreement shall be registered on title to the Property by the Foundation and 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



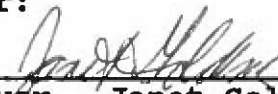
part of the Agreement but shall be deemed to be inserted for convenience of reference.

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

SIGNED, SEALED AND DELIVERED

in the presence of:

) THE CORPORATION OF THE CITY OF  
) ST. THOMAS

) Per:   
) \_\_\_\_\_  
) Mayor - Janet Golding

)  c/s  
) \_\_\_\_\_  
) City Clerk - Peter J. Leack

) THE ONTARIO HERITAGE FOUNDATION  
) Per:

)   
) \_\_\_\_\_  
) Chairman - Richard M. Alway

) c/s  
)   
) \_\_\_\_\_  
) Secretary or Treasurer or Chief  
) Operating Officer

APPENDIX "A"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF ST. THOMAS, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 20th day of August, 1991.

DESCRIPTION OF THE PROPERTY

545 Talbot Street, St. Thomas

City of St. Thomas,  
County of Elgin.  
Registry Division of Elgin.

Firstly

Lot 9 on Plan 182  
except Part 3 on Reference Plan 11R-4473.

Secondly

Part of Alley on Plan 182:  
Part 1 on Reference Plan 11R-4473,  
closed by St. Thomas By-law No. 198-90  
registered on 1990-12-12 as No. 321759.

B1

APPENDIX "B"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF ST. THOMAS, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 20th day of August, 1991.

HERITAGE ELEMENTS - INTERIOR FEATURES

The interior features of the Heritage Elements referred to in this Agreement comprise the interior features of those areas of the St. Thomas City Hall shown in heavy outline on the floor plans of the City Hall contained in this Appendix "B", composed of the vestibule to the main entrance, that part of the main floor foyer shown in heavy outline, the stairwell from the first floor to and including the third floor, and the Council Chamber and the Observation Gallery therein. Such interior features include, without limitation, the following:

- (i) floors and floor covering;
- (ii) walls;
- (iii) windows, including sills;
- (iv) doors and door frames;
- (v) ceilings and skylights;
- (vi) stair treads and stair risers;
- (vii) bannisters and railings; and
- (viii) all wood work in the above-noted interior areas not forming a part of the foregoing items.

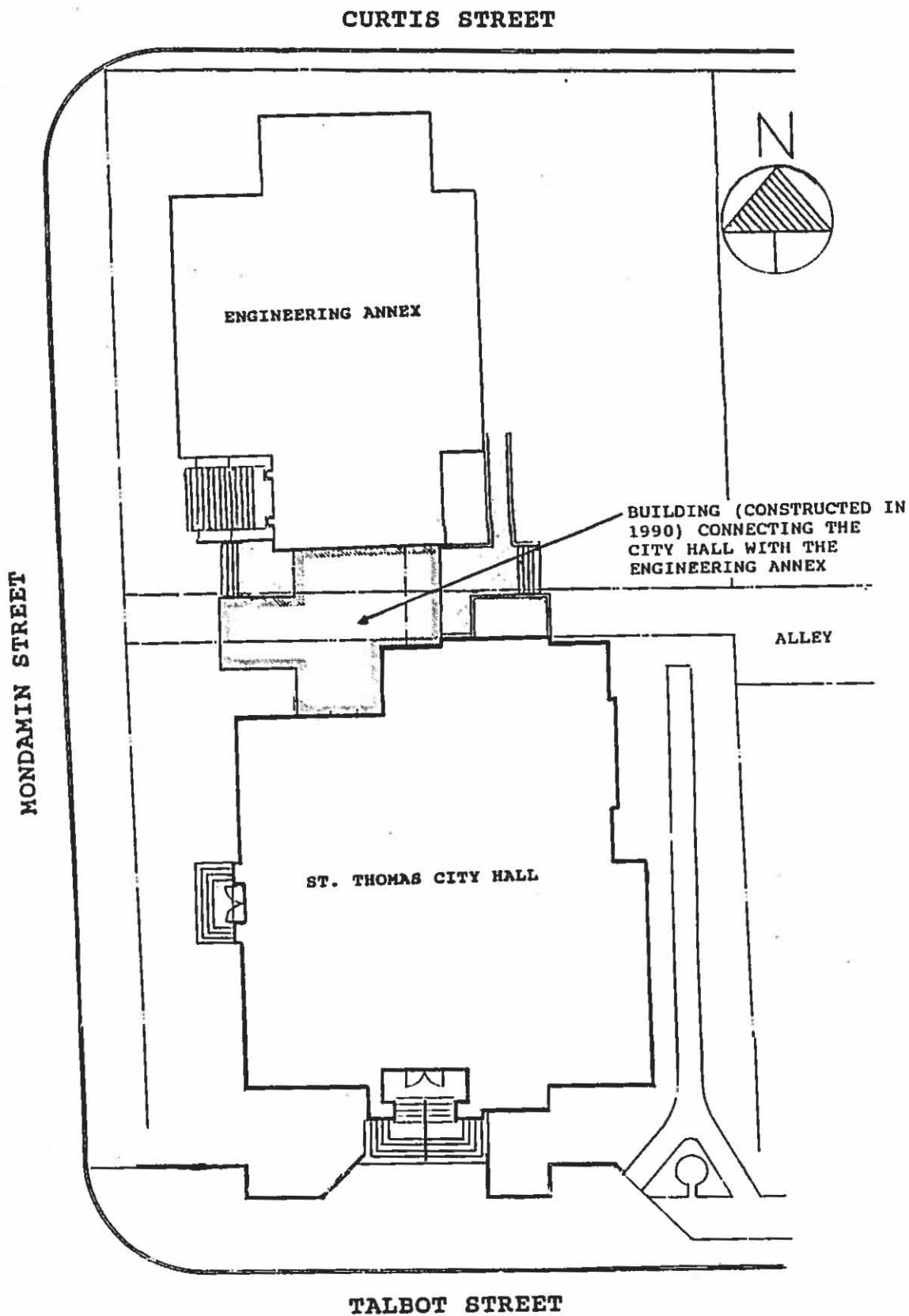
B2

SITE PLAN SHOWING THE CITY HALL PROPERTY

AND

THE ADJACENT ENGINEERING ANNEX PROPERTY

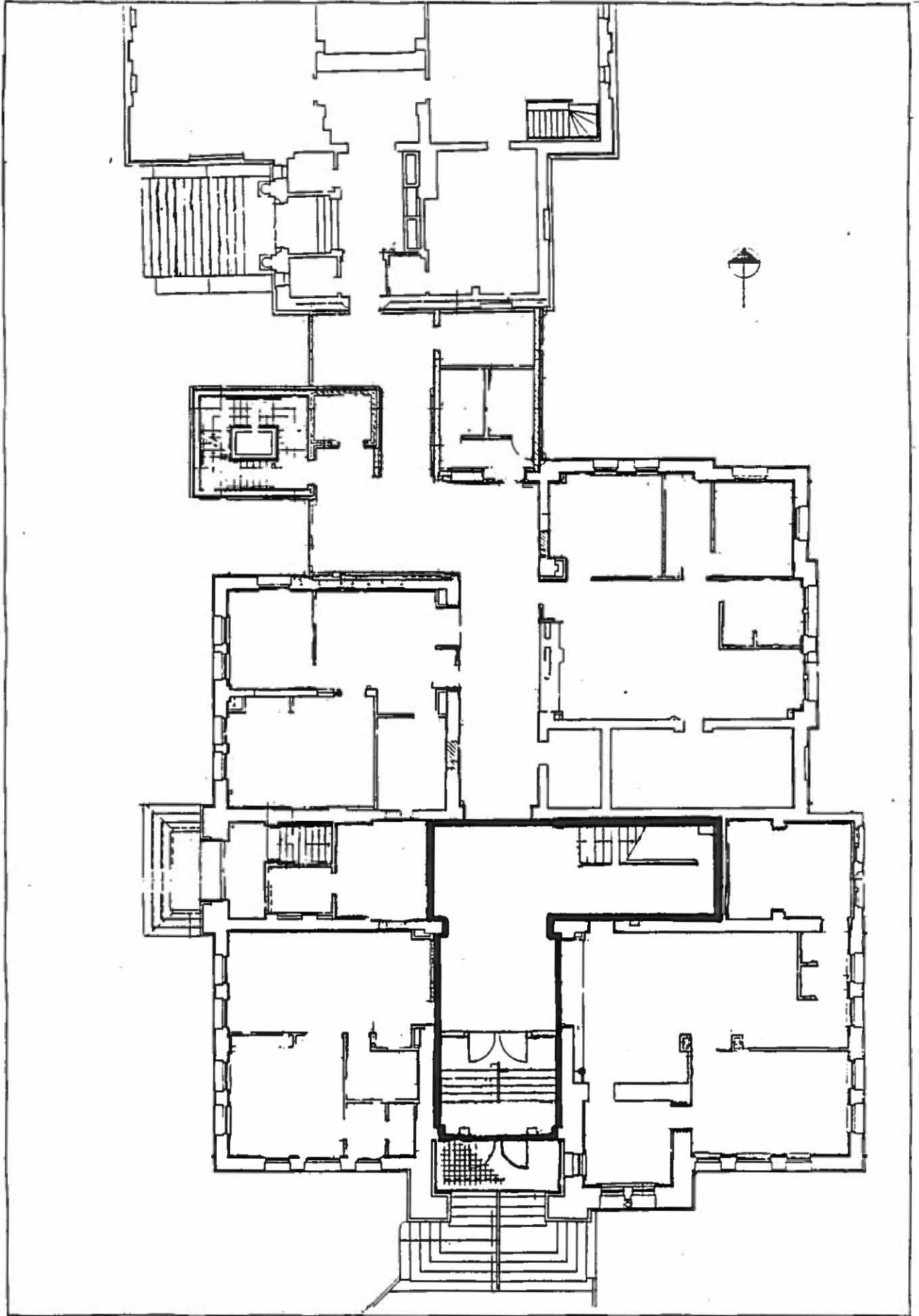
(NOT TO SCALE)



B3

PLAN OF THE MAIN FLOOR OF THE CITY HALL

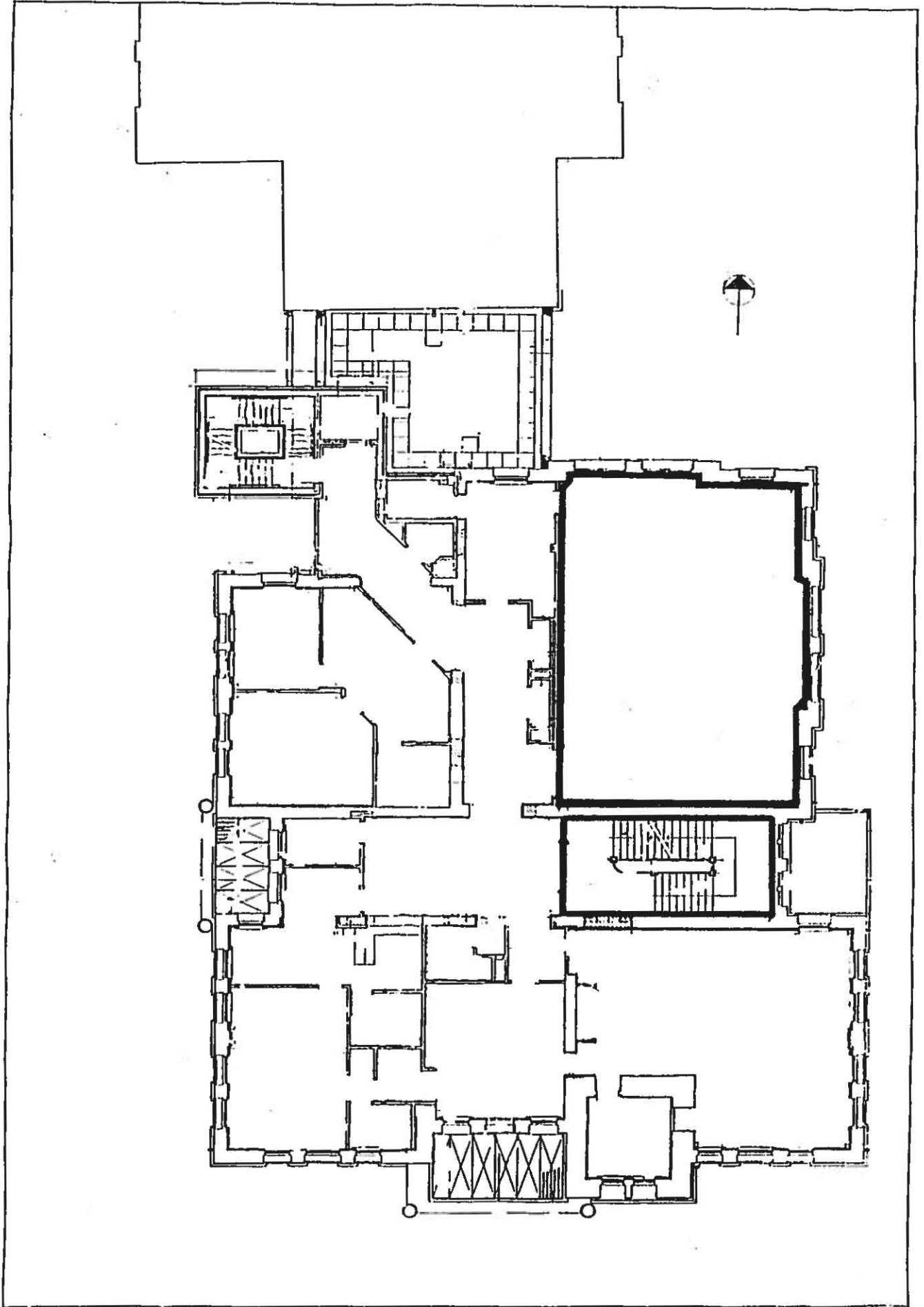
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B4

PLAN OF THE SECOND FLOOR OF THE CITY HALL

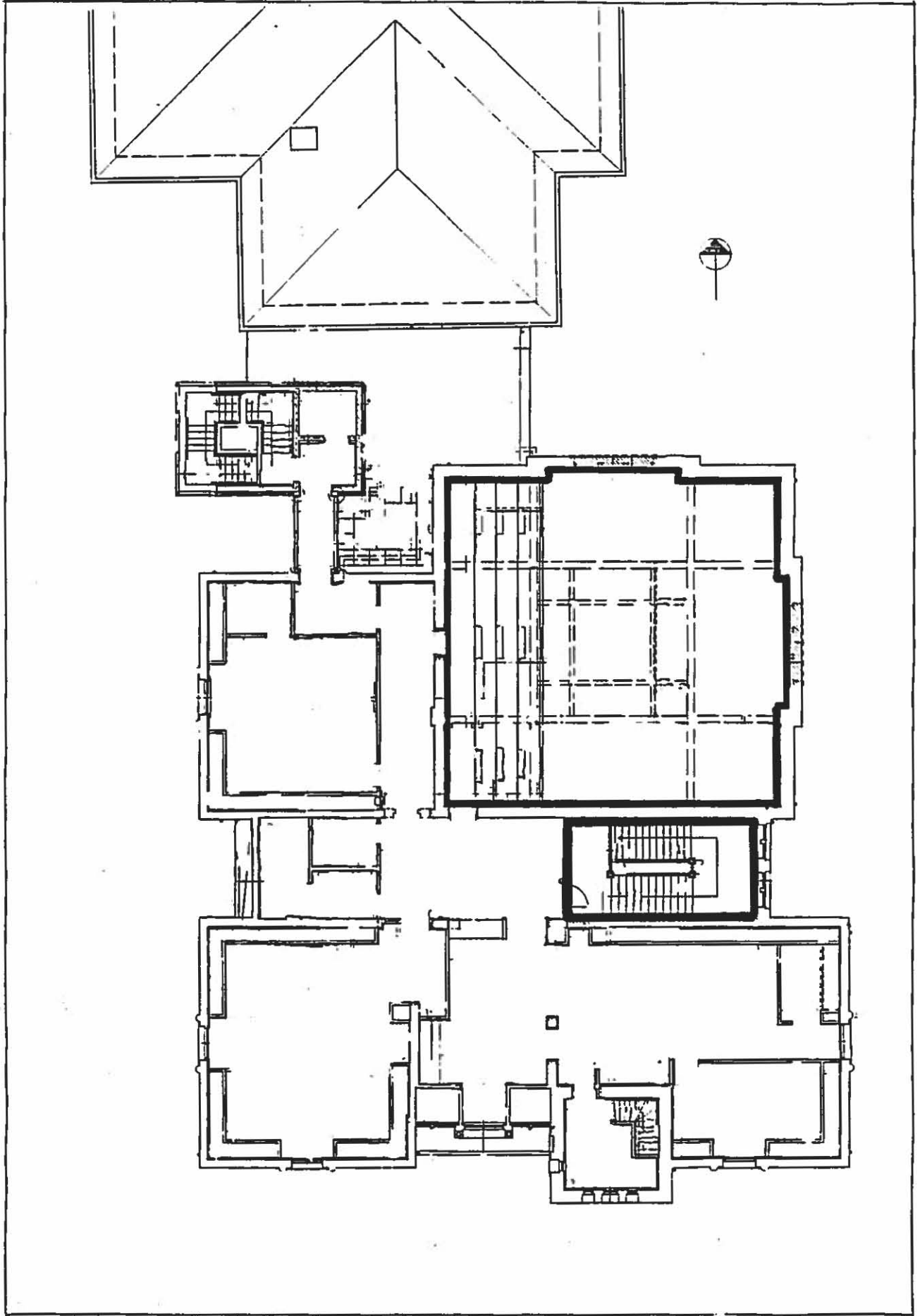
(NOT TO SCALE)



B5

PLAN OF THE THIRD FLOOR OF THE CITY HALL

(NOT TO SCALE)



**APPENDIX "C"**

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF ST. THOMAS, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 20th day of August, 1991.

**CERTIFICATE OF INSURANCE**

Name of Insurer:
Ins. Agent/Broker:
Address:
Agent/Broker's 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>				Optional Loss Settlement Clause
<input type="checkbox"/> Fire				<input type="checkbox"/> Yes
<input type="checkbox"/> All Risk				<input type="checkbox"/> No
<input type="checkbox"/> Malicious Damage				
<b>COMMERCIAL POLICY:</b>				<input type="checkbox"/> Actual Cash Value
<input type="checkbox"/> Fire				<input type="checkbox"/> Replacement Cost Value
<input type="checkbox"/> All Risk				<input type="checkbox"/> Co-Insurance Clause
<input type="checkbox"/> Extended Coverage				% <input type="checkbox"/>
<input type="checkbox"/> Malicious Damage				<input type="checkbox"/> Stated Amount
				% <input type="checkbox"/>

It is hereby provided and agreed that The Ontario Heritage Foundation, 77 Bloor Street West, 2nd Floor, is added 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 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

\_\_\_\_\_  
Name of Insurer

\_\_\_\_\_  
Address of Property

\_\_\_\_\_  
Signature of Insurer's Official

\_\_\_\_\_  
Department or Title

\_\_\_\_\_  
Date

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



APPENDIX "D"

Attached to and forming part of the Easement Agreement between THE CORPORATION OF THE CITY OF ST. THOMAS, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 20th day of August, 1991.

SUPPLEMENTARY AGREEMENT

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

BETWEEN:

THE CORPORATION OF THE CITY OF ST. THOMAS

a corporation incorporated under the laws of the Province of Ontario,

(hereinafter called the "Owner")

OF THE FIRST PART;

- and -

THE ONTARIO HERITAGE FOUNDATION,  
a body corporate continued by  
the Ontario Heritage Act,  
R.S.O. 1980, c.337.

(hereinafter called the "Foundation")

OF THE SECOND PART.

WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of St. Thomas in the County of Elgin and Province of Ontario (hereinafter called the "Property"), being composed of part of Lot Three in the Eighth Concession of the Township of Yarmouth in the County of Elgin and more particularly described in Appendix "A" attached hereto;

AND WHEREAS there is situated on the Property a building commonly known as the St. Thomas City Hall (hereinafter called the "City Hall");

AND WHEREAS by section 7(c) of the Ontario Heritage Act, R.S.O. 1980, c.337, one of the objects of the Foundation is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

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

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

AND WHEREAS the Owner and the Foundation entered into an easement agreement (hereinafter called the "Easement Agreement"), dated the > day of >, 19> and registered in the land registry office for the Registry Division of > (No. >) on the > day of >, 19>, as Instrument No. >, for the conservation, protection and preservation of the historical, architectural, aesthetic and scenic character and condition of the exterior of the City Hall on the Property together with the interiors of the City Hall described in Appendix "B" attached hereto and shown in heavy outline of the floor plans contained therein (all of which are hereinafter called the "Heritage Elements");

AND WHEREAS paragraph 13.1 of the said Easement Agreement provided for the execution of an agreement (hereinafter called the "Supplementary Agreement") containing photographs, drawings and other material depicting the Property and the Heritage Elements which would be supplemental to and form a part of the said Easement Agreement;

AND WHEREAS the Foundation has made photographs, drawings and other material depicting the Property and the Heritage Elements;

NOW THEREFORE THIS SUPPLEMENTARY AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Foundation to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, the Owner and the Foundation agree as follows:

1. The photographs, drawings and other material attached hereto and incorporated herein as Appendix "B", and the originals or facsimiles thereof which are filed in and may be examined at the Archives of Ontario depict the Property and the Heritage Elements and no demolition, construction, reconstruction, alteration, remodelling, or any other thing

or act which would materially affect the appearance or construction of the Property and/or the Heritage Elements as depicted in the said photographs, drawings and material shall be undertaken, permitted or carried out without the prior written approval of the Foundation as described in the Easement Agreement.

2. The provisions of this Supplementary Agreement shall be deemed to be and form part of the Easement Agreement as if originally included therein and all terms, conditions, covenants, easements and restrictions of the said Easement Agreement shall remain in effect and shall continue to run with the Property forever.

3. This Supplementary Agreement and the Easement Agreement of which it forms a part embodies the entire agreement of the parties hereto with regard to the matters dealt with herein and no understandings, representations or agreements, verbal, collateral or otherwise exist between the parties except as herein expressly set out.

4. This Supplementary Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. The Owner shall not assign this Agreement without the prior written consent of the Foundation.

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

SIGNED, SEALED  
AND DELIVERED

in the presence of: )

) THE CORPORATION OF THE CITY OF ST.  
) THOMAS

) Per:

) \_\_\_\_\_  
) Mayor

) c/s

) \_\_\_\_\_  
) Clerk

) THE ONTARIO HERITAGE FOUNDATION

) Per:

) \_\_\_\_\_  
) Chairman

) c/s

) \_\_\_\_\_  
) Secretary or Treasurer or  
) Chief Operating Officer

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

C O N S E N T

Pursuant to section 10 (1) (b) of the Ontario Heritage Act, R.S.O. 1980, c. 337, and delegated authority pursuant to section 7 (1) of the Ministry of Citizenship and Culture Act, S.O. 1982, c. 6, I, the undersigned Assistant Deputy Minister, Culture Division, Ministry of Culture and Communications for the Province of Ontario, do hereby consent to the execution by The Ontario Heritage Foundation of the attached Easement Agreement between THE CORPORATION OF THE CITY OF ST. THOMAS, of the first part, and THE ONTARIO HERITAGE FOUNDATION, of the second part, dated as of the 20th day of August, 1991, and do hereby certify that the said Easement Agreement is in accordance with policies and priorities for the conservation, protection and preservation of the heritage of Ontario.

DATED at Toronto this 6<sup>th</sup> day of December, 1991.

*L. Stevens*

---

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

Refer to all instructions on reverse side.

IN THE MATTER OF THE CONVEYANCE OF (insert brief description of land) Part of Lot 9 and Alley, Plan 182, St. Thomas

BY (print names of all transferors in full) THE CORPORATION OF THE CITY OF ST. THOMAS

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

I, (see instruction 2 and print name(s) in full) PAUL G. KORN, of the City of Toronto, in the Municipality of Metropolitan Toronto,

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent(s): (see instruction 2)

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
(b) A trustee named in the above-described conveyance to whom the land is being conveyed;
(c) A transferee named in the above-described conveyance;
(d) The authorized agent or solicitor acting in this transaction for (insert name(s) of principal(s)) The Ontario Heritage Foundation

(e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (insert name(s) of corporation(s))

(f) A transferee described in paragraph ( ) (insert only one of paragraph (a), (b) or (c) above, as applicable) and am making this affidavit on my own behalf and on behalf of (insert name of spouse)

2. (To be completed where the value of the consideration for the conveyance exceeds \$400,000). not applicable

- I have read and considered the definition of "single family residence" set out in clause 1(1)(j) of the Act. The land conveyed in the above-described conveyance
contains at least one and not more than two single family residences.
does not contain a single family residence.
contains more than two single family residences. (see instruction 3)

Note: Clause 2(1)(d) imposes an additional tax at the rate of one-half of one per cent upon the value of consideration in excess of \$400,000 where the conveyance contains at least one and not more than two single family residences.

3. I have read and considered the definitions of "non-resident corporation" and "non-resident person" set out respectively in clauses 1(1)(f) and (g) of the Act and each of the following persons to whom or in trust for whom the land is being conveyed in the above-described conveyance is a "non-resident corporation" or a "non-resident person" as set out in the Act (see instructions 4 and 5) none

4. THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

Table with columns for description, amount in dollars, and a bracketed note on the right side: 'All Blanks Must Be Filled In. Insert "Nil" Where Applicable.'

5. If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6) heritage preservation easement

6. If the consideration is nominal, is the land subject to any encumbrance? n/a

7. Other remarks and explanations, if necessary. The transferee of the easement named in the within instrument is an agent of Her Majesty the Queen by section 11(1) of the Ontario Heritage Act, R.S.O. 1980, c.337, accordingly, under Section 2(4) of the Land Transfer Tax Act, no tax is payable by the transferee.

Sworn before me at the City of Toronto in the Municipality of Metropolitan Toronto this 9th day of December 19 91

C. Just Allinft A Commissioner for taking Affidavits, etc.

Signature of Paul G. Korn

Property Information Record HERITAGE EASEMENT AGREEMENT Describe nature of instrument: 545 Talbot Street, St. Thomas (i) Address of property being conveyed (if available) (ii) Assessment Roll No. (if available) not available Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7) fee simple title not being transferred (i) Registration number for last conveyance of property being conveyed (if available) (ii) Legal description of property conveyed: Same as in D.(i) above. Yes No Not known X Name(s) and address(es) of each transferee's solicitor Ministry of Culture and Communications, Legal Services Branch 77 Bloor Street West, 2nd Floor, Toronto, Ontario M7A 2R9

For Land Registry Office Use Only Registration No. Registration Date Land Registry Office No.

School Tax Support (Voluntary Election) See reverse for explanation (a) Are all individual transferees Roman Catholic? Yes No (b) If Yes, do all individual transferees wish to be Roman Catholic Separate School Supporters? Yes No (c) Do all individual transferees have French Language Education Rights? Yes No (d) If Yes, do all individual transferees wish to support the French Language School Board (where established)? Yes No NOTE: As to (c) and (d) the land being transferred will be assigned to the French Public School Board or Sector unless otherwise directed in (a) and (b). 0449D (90-09)

FROM THE OFFICE OF THE  
CITY CLERK

**CITY OF ST. THOMAS**

EXTRACT FROM THE COUNCIL MINUTES OF:

June 5, 2023

**TO:** H. Cole, Chair and Members of the Municipal Heritage Committee  
L. Pompili, Director of Planning and Building Services

Listed Properties on Heritage Register - Bill 23 Update

THAT: Report MHC-10-23 relating to Listed Properties on Heritage Register - Bill 23 Update be received for information; and further,

THAT: Council support the Municipal Heritage Committee sending correspondence relating the impacts of Bill 23 on our built heritage and seeking interest for designation to owners of listed heritage properties.

Carried.

A handwritten signature in black ink, appearing to read "Matt Smale". The signature is written in a cursive style with a large, sweeping initial "M".