

SUPERIOR COURT OF JUSTICE

B E T W E E N:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

Applicant

-and-

**ESTATE OF JAMES FARQUHARSON LEYS and
ESTATE OF WINIFRED IRENE LEYS**

Respondent

IN THE MATTER of Rule 14.05(3) (d), (e) and (h) of the Rules of Civil Procedure

AND IN THE MATTER of a Deed registered May 23, 1973 as instrument number RN31725 in the Registry Office for Lanark (No. 27) between James Farquharson Leys, as Grantor, Winifred Irene Leys, as Wife of Grantor, and Mississippi Valley Conservation Authority, as Grantee.

AND IN THE MATTER of a gift of certain art and artefacts associated with the work of R. Tait McKenzie from James Farquharson Leys and/or Winifred Irene Leys, as Transferors, and Mississippi Valley Conservation Authority, as Grantee

APPLICATION RECORD

	<u>Tab Nos.</u>
1. Notice of Application returnable December 11, 2020	1
2. Affidavit of Sally McIntyre sworn November 24, 2020	2
a) Exhibit "A" – Parcel Register for PIN #05084-0075 dated September 24, 2019	
b) Exhibit "B" – Copy of Deed #RN31725	
c) Exhibit "C" – Copy of Deed #RN35279	
d) Exhibit "D" – Copy of Transfer #RN75702	
e) Exhibit "E" – Copy of recent amendments to <i>Conservation Authorities Act</i> , R.S.O. 1990, c. C.27	
f) Exhibit "F" – Copy of letter from Minister of Environment, Parks and Conservation dated August 16, 2019	
g) Exhibit "G" – Copy of annotated letter from the Respondent to the Applicant Dated September 23, 1971	
h) Exhibit "H" – Copy of letter dated October 28, 1971 from the Applicant to The Respondent, James Farquharson Leys	
i) Exhibit "I" – Copy of Option Agreement dated April 4, 1972 between the Applicant and the Respondents	

j) Exhibit "J" – Corporation Profile Report in respect to "The Mill of Kintail
Canadian Arts and Pioneer Museum" dated October 30, 2019

3. Copy of Parcel Register for PIN #05084-0075 dated December 7, 2020

3

Anderson Foss
Barristers & Solicitors
10 Market Square
Perth, Ontario
K7H 1V7

Mary J. E. Foss
LSUC #60973N

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Solicitor for the Applicant



Court File No.
CV-20-0000086-0000

SUPERIOR COURT OF JUSTICE

BETWEEN:

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NOTICE OF APPLICATION

TO THE RESPONDENT

A LEGAL PROCEEDING HAS BEEN COMMENCED by the applicant. The claim made by the applicant appears on the following page.

THIS APPLICATION will come on for a hearing, in writing, on Friday, December 11, 2020 at 10:00 a.m., at the Court House, 43 Drummond Street East, Perth, Ontario.

IF YOU WISH TO OPPOSE THIS APPLICATION, to receive notice of any step in the application or to be served with any documents in the application, you or an Ontario lawyer acting for you must forthwith prepare a notice of appearance in Form 38A prescribed by the Rules of Civil Procedure, serve it on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in this court office, and you or your lawyer must appear at the hearing.

IF YOU WISH TO PRESENT AFFIDAVIT OR OTHER DOCUMENTARY EVIDENCE TO THE COURT OR TO EXAMINE OR CROSS-EXAMINE WITNESSES ON THE APPLICATION, you or your lawyer must, in addition to serving your notice of appearance, serve a copy of the evidence on the applicant's lawyer or, where the applicant does not have a lawyer, serve it on the applicant, and file it, with proof of service, in the court office where the application is to be heard as soon as possible, but at least two days before the hearing.

IF YOU FAIL TO APPEAR AT THE HEARING, JUDGMENT MAY BE GIVEN IN YOUR ABSENCE AND WITHOUT FURTHER NOTICE TO YOU. IF YOU WISH TO OPPOSE THIS APPLICATION BUT ARE UNABLE TO PAY LEGAL FEES, LEGAL AID MAY BE AVAILABLE TO YOU BY CONTACTING A LOCAL LEGAL AID OFFICE.

Date: December 9th, 2020

Issued by: _____
Registrar

TO:

Address of Court Office:
43 Drummond Street East
Perth, Ontario K7H 1G1

1. The Applicant makes application for:
 - a. An Order declaring that the Applicant is the absolute owner of the lands described in instrument number RN31725 [being part of PIN #05084-0075 (LT)] and that James Farquharson Leys, Winifred Irene Leys and/or their respective estates, have no beneficial interest in these lands nor is the property subject to any covenants or conditions in favour of the Respondents, their respective Estates, heirs, executors and assigns;
 - b. An Order declaration that the contract arising from the Option Agreement between the Applicant and Respondent dated April 4, 1972 was completed and that, in accordance with paragraph 13 of the said Option Agreement, the art and artefacts associated with the R. Tait McKenzie Memorial Museum owned by the Respondents (“art and artefacts”) were gifted to the Applicant at the time of the registration of Deed #RN31725, being May 23, 1972.
 - c. An Order declaring that the gift of the art and artefacts was not subject to any trust agreement between the Applicant and the Respondents, either in writing or otherwise, and that the Respondents and/or their respective Estates, heirs, executors and assigns have no beneficial interest in the art and artefacts.
 - d. An Order declaring that the Applicant is the absolute owner of the art and artefacts gifted by the Respondents and, as such, may retain or dispose of these items as may be required in order to comply with the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, and amendments thereto or to comply with any other statute, by-law or directive of the Province of Ontario or of the Applicant.
 - e. an Order dispensing with the necessity to serve the Estate of James Farquharson Leys or his heirs, executors or assigns;
 - f. an Order dispensing with the necessity to serve the Estate of Winifred Irene Leys or her heirs, executors or assigns;
 - g. such further and other relief as to this Honourable Court may appear just and equitable.
2. The grounds for the Application are:
 - a. Rule 14.05(3) (d), (e) and (h) of the Rules of Civil Procedure;
 - b. Rule 16.04(1) of the Rules of Civil Procedure.
3. The following documentary evidence will be used at the hearing of this Application:
 - a. Affidavit of Sally McIntyre, General Manager of the Applicant

- b. such further and other material as counsel may advise and this Honourable Court may permit.

December 7, 2020

Anderson Foss
Barristers and Solicitors
10 Market Square
Perth, Ontario K7H 1V7

Mary J. E. Foss [LSUC #60973N]

Phone: (613) 267-9898

Fax: (613) 267-2741

Solicitors for the Applicant

SUPERIOR COURT OF JUSTICE

B E T W E E N:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

Applicant

-and-

**ESTATE OF JAMES FARQUHARSON LEYS and
ESTATE OF WINIFRED IRENE LEYS**

Respondent

AFFIDAVIT

I, Sally McIntyre, of the City of Ottawa, MAKE OATH AND SAY AS FOLLOWS:

1. I am the General Manager of the Applicant and, as such have personal knowledge of the matters hereinafter deposed to.
2. The Applicant is the registered owner of the Mill of Kintail Conservation Area, being all of PIN #05084-0075 (the "Real Property"). A reduced true copy of Parcel Register for PIN #05084-0075 (LT) is attached and marked Exhibit "A" to this my Affidavit.
3. The Applicant obtained title to part of the Real Property by instrument number RN31725 registered May 23, 1972, being a Deed from James Farquharson Leys to the Applicant for a purchase price of \$110,000.00 (the "Leys Property"). Attached hereto and marked Exhibit "B" is a reduced true copy of instrument number RN31725.
4. The balance of the Real Property was conveyed to the Applicant as follows:
 - a. instrument number RN35279 registered December 11, 1973, being a Deed from Philip S. Corbett and Hildegard Corbet to the Applicant at a purchase price of \$63,000.00, a copy of which is attached hereto and marked as Exhibit "C"; and,
 - b. instrument number RN75702 registered October 31, 1986, being a Transfer from Wilbert Monette and Margaret Jean Monette to the Applicant at a purchase price of \$110,000.00, a copy of which is attached and marked as Exhibit "D".

5. I have been advised that title to the lands set out instrument numbers RN31725, RN35279 and RN75702 (being all of the Real Property) have merged and that no part of the lands can be transferred, conveyed or otherwise dealt with without the other parts unless a consent to sever is obtained pursuant to section 50(3)(b) of the *Planning Act*, R.S.O. 1990, c. P.13, and amendments thereto.
6. The Real Property is the site of the Mill of Kintail Museum, on which is located the R. Tail McKenzie Memorial Museum (the “**Museum**”) which is owned and operated by the Applicant as a memorial to Dr. Tait McKenzie, to display art and artefacts associated with his work (the “**art and artefacts**”).
7. Over 60% of the Applicant’s funding is via an annual levy paid by local municipalities. Recent amendments made to the *Conservation Authorities Act*, R.S.O. 1990, c. C.27, and amendments thereto (“*Conservation Authorities Act*”) (marked as Exhibit “E”) describe “mandatory” programs and services, and restricts the use of the municipal levy to only programs and services deemed mandatory. Section 21.1 (1) of the *Conservation Authorities Act* does not identify museum operations as mandatory. An August 16, 2019 letter from the Minister of Environment, Parks and Conservation (marked Exhibit “F”) directed the Applicant and peer organizations to “begin preparations and planning to wind down those activities that fall outside the scope of your core mandate.” Therefore, the Applicant may no longer be in a position to operate the Mill of Kintail Museum as a memorial to Dr. McKenzie.
8. In reviewing the operations of the Applicant to ensure compliance with the recent governmental announcements, the Board discovered documentation surrounding the conveyance of the Leys Property and the art and artefacts. The Applicant makes this Application to confirm it is the absolute owner of the Leys Property and art and artefacts; and that ownership of both the Leys Property and the art and artefacts is in no way tied to the display of the art and artefacts.
9. In about 1971, the Applicant entered into negotiations with James Farquharson Leys (“**Leys**”) to purchase the Leys Property and obtain a conveyance of the art and artefacts.

10. By letter dated September 23, 1971, Leys sets out the history of the negotiations together with the basic points which he would agree to for the transfer of the Leys Property and the art and artefacts (the “Leys’ Letter”). A true copy of the letter is attached hereto and marked as Exhibit “G”. To the best of my knowledge and belief the annotations were made by a former member of the Applicant at the time of negotiations.

11. The Leys’ Letter includes four provisos requested by Leys for the transfer of the Leys Property and the art and artefacts, which provisos are set out as paragraphs A.1, 2 and 3, namely:
 - a. Sale price of \$115,000 for the transfer of the Leys Property “... provided the Purchasers [the Applicant] agree to operate the Museum and maintain the grounds as a Tait McKenzie Memorial in the public interest” (“Proviso One”);
 - b. The Applicant may operate the Museum and Leys “... agrees to deliver as a gift without cost to the Purchasers [the Applicant], or at a price of \$1.00 if legally preferable, all items of art, artefacts, and other memorabilia and McKenziana normally on public display in the Museum”
 - i. “Provided that in return for the covenant that the Purchasers [the Applicant] agree to hold these items in trust for the people of Canada and agree to display said items at all reasonable times for the education and enjoyment of the public” (“Proviso Two”);
 - ii. “Provided that should the Purchasers [the Applicant] fail to meet these conditions of display with regard to any item of significance such item or items will revert for first choice of alternate disposal to the Vendors [Leys] or assigns” (“Proviso Three”).
 - c. That “no agreement for sale shall be enforceable until written provisos are agreed upon for future participation, if any by the Vendors [Leys]” and occupation of part of the Leys Property by Leys (“Proviso Four”).

12. Paragraph A.4 of the Leys Letter states that “given satisfactory guarantee of the foregoing terms, the Vendors [Leys] are prepared to grant an option”.

13. The annotations on the Leys Letter show the intention of the Applicant to agree to Proviso One and Proviso Two, to substantially agree to Proviso Four and no agreement with Proviso Three.

14. By letter dated October 28, 1971 from the Applicant to Leys, attached hereto and marked as Exhibit “H”, the Applicant agreed to the following:
 - a. In respect to Proviso One, the parties agreed to an acceptable sale price. There was no mention of the Applicant agreeing to “... operate the Museum and maintain the grounds as a Tait McKenzie Memorial in the public interest”.

 - b. In respect to Provisos Two and Three, the Applicant did not agree to the terms set out in the Leys Letter but rather did provide for terms of reference for a ‘Mill of Kintail Advisory Board’ outlining the terms under which the Museum would operate. “In the interval between the date of this letter and formal approval of these terms of reference by the Authority [the Applicant], the following intentions are recognized and stated by the Authority:
 - (a) in return for the sale of the land and buildings, to conduct a Tait McKenzie Memorial, and display all significant items of McKenzie’s work; and,
 - (b) in return for the gift of the Museum contents [the art and artefacts], to display those contents at all reasonable times to the public.Both of the foregoing are included in the terms of reference of the Mill of Kintail Advisory Board and as such comply with your remaining provisos.”

 - c. In respect to Proviso Four, the Applicant agreed to a life lease to Leys of part of the Leys Property.

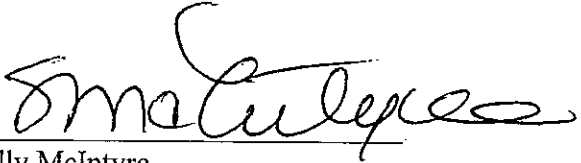
15. I am not aware of any further correspondence between the parties from October 28, 1971 to the date of the Option Agreement.

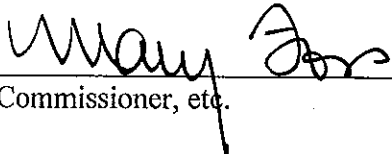
16. The Applicant and Leys entered into an Option Agreement dated April 4, 1972 (“**Option Agreement**”), a photocopy of which is attached and marked as Exhibit “I”. The Option Agreement provided as follows:
 - a. Paragraph 1 of the Option Agreement provides for a purchase price of the Leys Property of \$110,000.00;
 - b. Paragraph 13 of the Option Agreement provided that, “in the event of the acceptance of this option by the purchaser [the Applicant], the Vendors [Leys] covenant and agree as follows:
 - a. to take and carry out all necessary steps to effect the dissolution of the Corporation named as Mill of Kintail Canadian Arts and Pioneer Museum.
 - b. To assign, transfer and deliver either directly or indirectly to the purchaser by way of gift all articles now in the museum portion of the building located on the upper floor and which are associated with the Mill of Kintail Museum.”
 - c. Paragraph 14 of the Option Agreement provided that Leys have a lifetime lease on which they could build a home if they so desired. To the best of my knowledge and belief Leys never leased any of the lands. No home was ever built on the Leys Property and the Leys are now deceased.
17. The items referred to paragraph 13. b. of the Option Agreement as “associated with the Mill of Kintail” are the art and artefacts.
18. The Option Agreement incorporated the terms as finally agreed upon by the Applicant and the Respondent.
19. The Option Agreement was accepted by the Applicant and Respondent on April 4, 1972 and therefore Leys was bound by the terms of paragraph 13 to gift the art and artefacts to the Applicant. The Option Agreement did not provide for any terms or conditions associated with the gift of the art and artefacts by Leys.
20. To the best of my knowledge and belief, there is no Bill of Sale for the art and artefacts, except as set out in paragraph 13. b. of the Option Agreement.

21. The Mill of Kintail Canadian Arts and Pioneer Museum (the “Corporation”) set out in paragraph 13. a. of the Option Agreement was not dissolved. A true copy of the Corporation Profile Report dated October 30, 2019 is attached hereto and marked Exhibit “J”. The current Directors and Officers set out in the Corporation Profile Report are all members or former members of the Applicant.
22. Paragraph 8 of the Option Agreement provides that the “... contract arising from the acceptance of this option shall be completed within sixty days after the date of the acceptance of this option ... and the vendor [Respondent] will convey the lands to the purchaser [Applicant] or his nominee by a good and sufficient deed in fee simple, free and clear of all encumbrances ...”. The contract arising from the Option Agreement was completed within 60 days of the date of acceptance of the Option Agreement by registration of Deed number RN31735 on May 23, 1972.
23. Instrument number RN31735, being the Deed from Leys to the Applicant is a Deed in fee simple and does not state that the Leys Property is subject to any restrictive covenants or trust agreements between the parties. It is a Deed of all the Leys interest in the Leys Property, free and clear of any encumbrances as contemplated in the Option Agreement.
24. The Applicant has been the absolute owner of the Leys Property and the art and artefacts and either personally or by its tenants has been in actual, peaceable, continuous, exclusive, open, undisturbed and undisputed possession and occupation thereof since on or about the 23rd day of May, 1972.
25. The Applicant has displayed the art and artefacts at the Museum since it obtained a conveyance of the Leys Property on May 23, 1972.
26. I have been advised that James Farquarson Leys died on or about January 12, 1999 and that his spouse, Winifred Irene Leys died on or about January 16, 2001. They did not have any issue. I am unable to locate any person with further knowledge of the Leys or their respective estates.

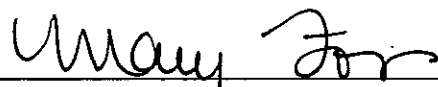
27. To the best of my knowledge and belief, the Applicant has not received any claims by the Respondent or their respective estates for a return of the art or artefacts or for any restrictive covenants against the Leys Property.
28. Due to the government changes in respect to the scope of the work and funding of the Applicant, the Applicant may no longer be able to operate the R. Tait Memorial Museum and display the art and artefacts. The Applicant has met with area municipalities as well as local groups requesting that they consider operating the Museum but, to date, there have been no actual agreements with the municipalities or local groups to operate the Museum and, in fact, there may be no agreements.
29. The lands conveyed by Philip S. Corbet and Hildegard Corbet and by Wilbert Monette and Margaret Jean Monette to the Applicant pursuant to instrument numbers RN35279 and RN74702 (Exhibits "C" and "D" respectively) were conveyed in fee simple. I have not been able to locate any background material associated with those purchases.
30. I make this Affidavit in support of an Application to confirm title to the Leys Property and the art and artefacts is vested in the Applicant and for no other or improper purpose.

DECLARED before me in accordance with }
 Ontario Regulation 431/20 }
 at the Town of Perth }
 in the County of Lanark }
 this 24th day of November }
 2020. }


 Sally McIntyre


 A Commissioner, etc.

This is Exhibit "A" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.



PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

PAGE 1 OF 1
 PREPARED FOR Danielle01
 ON 2019/09/24 AT 09:02:30

05084-0075 (LT)

* CERTIFIED IN ACCORDANCE WITH THE LAND TITLES ACT * SUBJECT TO RESERVATIONS IN CHOWN GRANT *

PROPERTY DESCRIPTION:

PT LT 23 CON 8 RAMSAY; PT LT 24 CON 8 RAMSAY; PT LT 25 CON 8 RAMSAY AS IN RN75702, RN35279 & RN31725 EXCEPT PT 1, 2682233; T/W 6 S/T RN31725 ; TOWN MISSISSIPPI MILLS

PROPERTY REMARKS:

RECENTLY:
 FIRST CONVERSION FROM BOOK

RECENTLY:
 FIRST CONVERSION FROM BOOK

OWNERS' NAMES:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

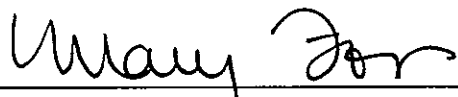
CAPACITY SHARE
 BENO

PIN CREATION DATE:
 1999/10/12

REG. NOM.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHKD
EFFECTIVE	2000/07/29	THE NOTATION OF THE	BLOCK IMPLEMENTATION DATE" OF 1999/10/12 ON THIS PIN			
WAS REPLACED WITH THE	"PIN CREATION DATE"	OF 1999/10/12				
** PRINTOUT	INCLUDES ALL DOCUMENT TYPES AND	DELETED INSTRUMENTS SINCE 1999/10/08 **				
**SUBJECT,	ON FIRST REGISTRATION UNDER THE	LAND TITLES ACT, TO				
**	SUBSECTION 4(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES *					
**	AND ESCHEATS OR FORFEITURE TO THE CHOWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1999/10/12 **					
✓ RN31725	1972/05/23	TRANSFER	\$110,000		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
✓ RN35279	1973/12/11	TRANSFER	\$2		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
✓ RN56102	1981/04/03	BYLAW			MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
✓ RN75702	1986/10/31	TRANSFER	\$110,000		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
✓ RN87156	1989/02/27	BYLAW				C
✓ 278048	2002/06/19	PLAN REFERENCE				C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
 NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

This is Exhibit "B" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

This Indenture

made (in duplicate) the 19th day of April
one thousand nine hundred and seventy-two.

In Pursuance of The Short Form of Conveyances Act.

Between

JAMES FARQUHARSON LEYS, of the Township of Ramsay, in
the County of Lanark, in the Province of Ontario,
Retired Army Officer,

hereinafter called "the Grantor"

OF THE FIRST PART

AND:

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

hereinafter called "the Grantee"

OF THE SECOND PART

AND:

WINIFRED IRENE LEYS, of the said Township of Ramsay,
Wife of James Farquharson Leys,

hereinafter called "the Wife of the Grantor"

OF THE THIRD PART

Witnesseth

that in consideration of -----

-----ONE HUNDRED AND TEN THOUSAND (\$110,000.00)-----

-----*Dollars of lawful money of Canada, now paid
by the said Grantee to the said Grantor, the receipt whereof is hereby
by him acknowledged, the said Grantor Both Grant
unto said Grantee in fee simple.

All and Singular th at certain parcel or tract of land and premises
situate, lying and being in the Township of Ramsay, in the County of
Lanark and Province of Ontario and BEING COMPOSED OF those parts
of Lots 23 and 24 in the 8th Concession of the said Township
more particularly described in Schedule "A" attached hereto.



SCHEDULE "A"

Description re Leys to Mississippi Conservation
Authority

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Ramsay, in the County of Lanark, and the Province of Ontario, being composed of part of Lot 23 and part of the West Half of Lot 24 in the Eighth Concession of the said Township; said parcel being more particularly described as follows:

PREMISING that the northeastern limit of the Road Allowance between the Seventh and Eighth Concessions of the said Township has an assumed bearing of north 36 degrees west and relating all bearings herein mentioned thereto;

COMMENCING at a standard iron bar planted in the northeastern limit of the said Road Allowance between Concessions at the most western angle of said Lot 23;

THENCE south 36 degrees east along the northeastern limit of said Road Allowance a distance of four hundred and fifty-four feet (454') to a standard iron bar planted therein;

THENCE northerly along a curve to the left having a radius of eighty-eight and two tenths feet (88.2'), the chord of which has a length of ninety and sixty-one one-hundredths feet (90.61') and a bearing of north 19 degrees 48 minutes 30 seconds east, an arc distance of ninety-five feet (95'), more or less, to the end of said curve;

THENCE north 11 degrees 06 minutes west a distance of two hundred and sixty-five and fifty one-hundredths feet (265.50') to the beginning of a curve to the right;

THENCE northerly and northeasterly along said curve having a radius of one hundred and eighty-six feet (186'), the chord of which has a length of two hundred and thirty-nine and forty-five one-hundredths feet (239.45') and a bearing of north 28 degrees 58 minutes east, an arc distance of two hundred and sixty feet (260'), more or less, to the end of said curve;

THENCE north 69 degrees 02 minutes east a distance of three hundred and fifty-three and fifty one-hundredths feet (353.50');

THENCE north 74 degrees 40 minutes east a distance of one hundred and fifty-five and fifty one-hundredths feet (155.50') to the beginning of a curve to the right;

THENCE northeasterly and easterly along said curve having a radius of six hundred and one and eight tenths feet (601.8'), the chord of which has a length of four hundred and sixteen and twenty-six one-hundredths feet (416.26') and a bearing of south 85 degrees 06 minutes east, an arc distance of four hundred and twenty-five feet (425'), more or less, to the end of said curve;

THENCE south 25 degrees 40 minutes east a distance of one hundred and forty-eight feet (148');

THENCE south 77 degrees 33 minutes west a distance of two hundred and ninety-five and fifty one-hundredths feet (295.50');

THENCE south 23 degrees 43 minutes east a distance of one hundred and twenty-four and fifty one-hundredths feet (124.50');

THENCE south 36 degrees 30 minutes east a distance of three hundred and seventy-one feet (371'), more or less, to a point in the fence marking the limit between the Northwest and Southeast Halves of said Lot 23 distant northeasterly thereon eight hundred and eighty-eight feet (888') from the intersection of said fence with the northeastern limit of the said Road Allowance between Concessions;

THENCE northeasterly along the said fence marking the limit between the Northwest and Southeast Halves of said Lot 23 to the intersection of said fence with the fence marking the centre line of the Eighth Concession;

THENCE northwesterly along the said fence marking the centre line of the Eighth Concession to a point therein distant southeasterly along said fence one hundred and fifty feet (150') from its intersection with the fence marking the limit between said Lots 23 and 24 in the west half of the Eighth Concession;

THENCE southwesterly in a straight line a distance of four hundred and nineteen and eight one-hundredths feet (419.08') to a point distant southeasterly twenty-five feet (25') measured perpendicularly from the northwestern limit of said Lot 23, as fenced;

THENCE southwesterly parallel to the fence marking the limit between said Lots 23 and 24 and distance of one hundred and eighty and six tenths feet (180.6');

THENCE northwesterly on a course perpendicular to the last mentioned fence a distance of twenty-five feet (25') to a point therein;

THENCE southwesterly along the fence marking the limit between said Lots 23 and 24 to the intersection of said limit with the centre line of the Indian River which passes through said Lots; said intersection being distant northeasterly along said limit between Lots six hundred and fifty feet (650'), more or less, from the point of commencement of the herein described parcel;

THENCE southwesterly following the several windings of the centre line of the Indian River, against the stream, to the intersection of said centre line with the northeastern limit of the said Road Allowance between the Seventh and Eighth Concessions of the said Township;

THENCE southeasterly along the northeastern limit of said Road Allowance a distance of one hundred and fifty-four feet (154'), more or less, to the point of commencement;

SUBJECT TO a Right-of-way for the owners, from time to time, of the Southeast Half of the Southwest Half of said Lot 23 in the Eighth Concession over, along and upon part of the hereinbefore described parcel more particularly described as follows:

COMMENCING at the most eastern angle of the herein before described parcel being the intersection of the fence marking the limit between the Northwest and Southeast Halves of the West Half of said Lot 23 with the fence marking the centre line of the Eighth Concession;

THENCE southwesterly along the said fence marking the limit between the Northwest and Southeast Halves of said Lot 23 to its intersection with a line drawn parallel to and distant thirty-three feet (33') measured perpendicularly from the fence marking the centre line of the Eighth Concession;

THENCE northwesterly parallel to the fence marking the centre line of the Eighth Concession to the north side of the Indian River;

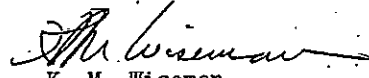
THENCE northeasterly along the north side of said river a distance of thirty-three feet (33'), more or less, to the fence marking the centre line of the Eighth Concession;

THENCE southeasterly along the last mentioned fence to the point of commencement;

TOGETHER WITH and SUBJECT TO all the rights and restrictions contained in the original grant of said Right-of-way registered in the Registry Office for the North Riding of the said County of Lanark as No. 8530 in Book "Y" for the Township of Ramsay;

SAID DESCRIBED parcel being shown outlined in red and Right-of-way in yellow on a plan compiled to illustrate this description made by K. M. Wiseman, Ontario Land Surveyor, dated April 14th, 1972, a copy of which is attached hereto and forms part of this legal description.

Smiths Falls, Ontario
April 14th, 1972


K. M. Wiseman,
Ontario Land Surveyor.

100

Do have and to hold unto the said Grantee ITS heirs and assigns to
and for ITS and their sole and only use forever.
Subject nevertheless to the reservations, limitations, provisos and conditions
expressed in the original grant thereof from the Crown.

The said Grantor Covenant with the said Grantee That he has the
right to convey the said lands to the said Grantee notwithstanding any act
of the said Grantor.

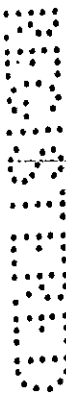
And that the said Grantee shall have quiet possession of the said lands, free
from all incumbrances.

And the said Grantor Covenant with the said Grantee that he will
execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has
done no act to incumber the said lands.

And the said Grantor Release to the said Grantee All his
claims upon the said lands.

And the said Winifred Irene Leys, wife of the said
Grantor, hereby bars her dower in the said lands.



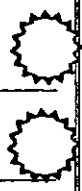
In Witness Whereof the said parties hereto have hereunto set
their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

[Handwritten signature]

J. F. Leys

W. D. Leys



AFFIDAVIT AS TO LEGAL AGE AND MARITAL STATUS

6

PROVINCE OF ONTARIO

*For place of residence insert appropriate County, District, Regional Municipality, etc.

~~XXXX~~ JAMES FARQUHARSON LEYS
of the Township of Ramsay
in the County of Lanark

To Wit:

Strike out words and parts not applicable and initial.

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. ~~I/WE~~ WAS of the full age of twenty-one years;

If Attorney see footnote.

2. And that Winifred Irene Leys

who also executed the within instrument WAS of the full age of twenty-one years;

3. I was legally married to the person named therein as my wife/~~XXXXXXXX~~

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

SWORN before me at the City of Ottawa in the Regional Municipality of Ottawa-Carleton this 19 day of April 19 72

J. F. Leys

A Commissioner for taking Affidavits, etc.

NOTE: If Attorney, substitute in space provided "I am Attorney for.....(State name) one of the parties named therein and he/she was of the full age of twenty-one years."

Amended, May, 1971

In The Matter of The Land Transfer Tax Act

PROVINCE OF ONTARIO

*For place of residence insert appropriate County, District, Regional Municipality, etc.

I, James Farquharson Leys

of the Township of Ramsay

To Wit:

in the County of Lanark

named in the within (or annexed) transfer,

make oath and say:

- I am the Grantor named in the within (or annexed) transfer.
- I have a personal knowledge of the facts stated in this affidavit.
- (1) The Total Consideration for this transaction has been allocated as follows:

(a) Land, buildings, fixtures and goodwill	\$ 110,000.00
(b) Chattels—items of tangible personal property	\$ nil
Total consideration	\$ 110,000.00
- (2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$ 110,000.00
(b) Property transferred in exchange (Detail Below)	\$ nil
(c) Securities transferred to the value of (Detail Below)	\$ nil
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ nil
(e) Monies secured by mortgage under this transaction	\$ nil
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(g) Other (Detail Below)	\$ nil
Total Consideration (should agree with 3(1) (a))	\$ 110,000.00
- If consideration is nominal, is the transfer for natural love and affection? n/a
- If so, what is the relationship between Grantor and Grantee? (If other than husband and wife, complete 3(2) (d)) n/a
- Other remarks and explanations (if necessary) n/a

This affidavit may be made by the purchaser or vendor or by any person acting for the purchaser or the vendor under power of attorney, or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

All blanks must be filled in.

SWORN before me at the City of Ottawa, in the Regional Mun. of Ottawa-Carleton:

J. F. Leys
(signature)

this 19 day of April 19 72
K.H.M. Jackson
A Commissioner, etc.

Retail sales tax is payable on the valuation of items shown in 3(1) (b) unless otherwise exempted under the provisions of The Retail Sales Tax Act.

1

(A) \$1725

Dated April 19th 1972

Book-D

JAMES HARGREAVES LEYS
MISSISSIPPI VALLEY
CONSERVATION AUTHORITY

Address: c/o Michael J. Galligan,
42-Mill Street,
Almonte, Ontario.
\$110,000.

in the Township of Ramsay

Deed of Land
SKETCH ATTACHED
SITUATE

UNITED STATIONERY CO., LIMITED, LEGAL FORM DEPT.
90 PRODUCTION DRIVE, SCARBOROUGH
PT. LOT 23 + PT. W/2 LOT 24
CON. 8.

PROPERTY OF THE
REGISTRY OFFICE

LOW, MURCHISON, BURNS, THOMAS
& HAYDON
BARRISTERS, ETC.
141 LAURIER AVE. W.
OTTAWA, ONT.

THIS SPACE TO BE RESERVED FOR REGISTRY OFFICE CERTIFICATES

No. 31725
Registry Division of Lanark North (No. 25)
I CERTIFY that this instrument is registered as of
11:50 A.M.

Registry Office
at Almonte,
Ontario.
MAY 23 1972 in the

[Signature]
Registrar

For place of registration in the City of Ottawa, Regional Municipality of Ottawa-Carleton, this day of April 19th 1972

SWORN before me at the City of Ottawa, Regional Municipality of Ottawa-Carleton in the County of Ottawa, Ontario, this day of April 19th 1972

SWORN before me at the City of Ottawa, Regional Municipality of Ottawa-Carleton in the County of Ottawa, Ontario, this day of April 19th 1972

1. THAT I was personally present and did see the within or annexed instrument and a duplicate thereof duly signed, sealed and executed by James Hargreaves Leys and Winifred Irene Leys
2. THAT the said instrument and duplicate were executed by the said part les at the City of Ottawa, Ontario, this day of April 19th 1972

3. THAT I know the said part les
4. THAT I am a subscribing witness to the said instrument and duplicate.

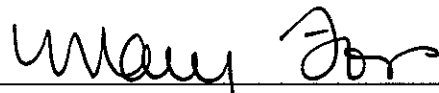
2. THAT the said instrument and duplicate were executed by the said part les at the City of Ottawa, Ontario, this day of April 19th 1972

3. THAT I know the said part les
4. THAT I am a subscribing witness to the said instrument and duplicate.

1. THAT I was personally present and did see the within or annexed instrument and a duplicate thereof duly signed, sealed and executed by James Hargreaves Leys and Winifred Irene Leys
2. THAT the said instrument and duplicate were executed by the said part les at the City of Ottawa, Ontario, this day of April 19th 1972

3. THAT I know the said part les
4. THAT I am a subscribing witness to the said instrument and duplicate.

This is Exhibit "C" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

This Indenture

made in duplicate the Fourteenth day of November
one thousand nine hundred and seventy-three

In Pursuance of the Short Forms of Conveyances Act:
Between

PHILIP S. CORBET, Civil Servant, and HILDEGARD CORBET,
his wife, both of the City of Kitchener, in the
Regional Municipality of Waterloo, (formerly of
Aylmer East, in the Province of Quebec), as joint
tenants and not as tenants in common,

hereinafter called the GRANTORS, of the FIRST PART,

-and-

MISSISSIPPI VALLEY CONSERVATION AUTHORITY,

hereinafter called the GRANTEE, of the SECOND PART,

Witnesseth that in consideration of the sum of -----

----- TWO -----

----- (\$2.00) ----- dollar s of
lawful money of Canada now paid by the said grantee to the said grantors (the receipt
whereof is hereby by them acknowledged) the Y the said grantors DO
GRANT unto the said grantee in fee simple

ALL and Singular that certain parcel or tract of land and premises, situate, lying and
being see Schedule "A" attached.

2

SCHEDULE "A"

ALL AND SINGULAR, that certain parcel or tract of land and premises situate, lying and being in the Township of Ramsay, in the County of Lanark and the Province of Ontario, and being composed of Part of the Southwest half of Lots 23, 24 and 25 in the 8th Concession of the said Township, and which said parcel contains by admeasurement 133 acres, be the same more or less and is more particularly described as follows;

PREMISING that the bearings herein are astronomic, derived from solar observations and are referred to the Meridian through the most southerly angle of Lot 24, Concession 8;

COMMENCING where a short standard iron bar has been planted marking the most westerly angle of Lot 24, Concession 8;

THENCE South 41 degrees 51 minutes 30 seconds East, along the southwesterly limit of said Lot 24, a distance of 1856 feet more or less to the intersection with the centre line of the Indian River crossing through the said Lot;

THENCE in a general northeasterly direction along the centre line of the said River, to its intersection with a line between Lots 23 and 24, Concession 8;

THENCE in a general northeasterly direction along the line between said Lots 23 and 24, to a point therein distant 580.6 feet measured southwesterly along the said Lot line, from its intersection with the division line between the northeast and southwest halves of said Lots 23 and 24;

THENCE in a southeasterly direction and at right angles to the said Lot line, a distance of 25 feet to a point;

THENCE in a northeasterly direction, parallel to the fence marking the limit between Lots 23 and 24, a distance of 180.6 feet to a point;

THENCE in a northeasterly direction in a straight line, a distance of 419.08 feet to a point in the limit between the northeast and southwest halves of said Lot 23, Concession 8, distant 150 feet measured southeasterly along the said half lot line, from its intersection with the line between Lots 23 and 24;

THENCE in a general northwesterly direction along the established limit between the northeast and southwest halves of said Lots 23, 24 and 25, to a short standard iron bar planted marking its ..

intersection with the westerly limit of a Quarter Sessions Road which crosses through said Lot 25;

THENCE in a general southerly and southwesterly direction along the said Quarter Sessions Road, as fenced, on the following bearings and distances;

South 1 degree 58 minutes 20 seconds West, a distance of 436.32 feet to an iron bar planted;

South 4 degrees 10 minutes 20 seconds East, a distance of 713.42 feet to a short standard iron bar planted;

South 29 degrees 40 minutes 30 seconds West, a distance of 123.54 feet to an iron bar planted;

South 44 degrees 04 minutes 30 seconds West, a distance of 166.10 feet to a short standard iron bar planted;

South 53 degrees 06 minutes West, a distance of 304.83 feet to an iron bar planted;

THENCE South 60 degrees 36 minutes West, a distance of 466.90 feet to an iron bar planted marking the most northerly angle of lands intended to be conveyed by Registered Instrument No. 18927;

THENCE South 41 degrees 48 minutes 30 seconds East, a distance of 210.0 feet to an iron bar planted;

THENCE South 60 degrees 52 minutes 10 seconds West, a distance of 420.0 feet more or less to an iron bar planted in the southwesterly limit of said Lot 25, Concession 8;

THENCE South 41 degrees 48 minutes 30 seconds East, along the southwesterly limit of said Lot 25, a distance of 482.61 feet more or less to the point of commencement.

THE HEREINBEFORE DESCRIBED PARCEL is shown bordered in red on a sketch to illustrate description attached hereto, signed by George W. Bracken, P. Eng., Ontario Land Surveyor, dated December 4th, 1973 and which said sketch forms part of the legal description. The foregoing being the land described in Instrument No. 21295.

TO HAVE AND TO HOLD unto the said grantee ~~its~~ ^{successors} ~~heirs~~ and assigns to and for its and their sole and only use forever,

SUBJECT NEVERTHELESS to the reservations, limitations, provisoes and conditions expressed in the original grant thereof from the Crown.

The said grantors COVENANT with the said grantee THAT they have the right to convey the said lands to the said grantee notwithstanding any act of the said grantor

AND that the said grantee shall have quiet possession of the said lands free from all encumbrances.

AND the said grantors COVENANT with the said grantee that they will execute such further assurances of the said lands as may be requisite.



AND the said grantors COVENANT with the said grantee that they have done no act to encumber the said lands.

AND the said grantors RELEASE to the said grantee ALL their claims upon the said lands.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF



Philip S. Corbet
Philip S. Corbet 
Hildegard Corbet
Hildegard Corbet 

AFFIDAVIT OF SUBSCRIBING WITNESS

I, PAUL T. HAGARTY Ursula E. Brown

of the City of Kitchener in the Regional Municipality of Waterloo, SOLICITOR Secretary

make oath and say:

I am a subscribing witness to the attached instrument and I was present and saw it executed at the City of Kitchener by Philip S. Corbet & Hildegard Corbet

I verily believe that each person whose signature I witnessed is the party of the same name referred to in the instrument.

SWORN before me at the City of Kitchener in the Regional Municipality of Waterloo

this 30th day of November 19 73

D. ALLAN GILLER My Commission expires July 24, 1976. A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

[Signature]

Where a party is unable to read the instrument or where a party signs by making his mark or in foreign characters...

Revised for October/73

Affidavit, The Land Transfer Tax Act

IN THE MATTER OF THE LAND TRANSFER TAX ACT

Insert County, District, Regional Municipality etc. and name of same.

PROVINCE OF ONTARIO

I, Philip S. Corbet of the City of Kitchener in the Regional Municipality of Waterloo named in the within (or annexed) transfer make oath and say:

This affidavit may be made by the purchaser or vendor or by any one acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

- 1. I am One of the Grantors herein named in the within (or annexed) transfer.
2. I have a personal knowledge of the facts stated in this affidavit.
3. (1) The total consideration for this transaction has been allocated as follows:
(a) Land, buildings, fixtures and goodwill \$ 63,000.00
(b) Chattels—items of tangible personal property—See Note. \$ nil
TOTAL CONSIDERATION \$ 63,000.00
(2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:
(a) Monies paid in cash \$ 63,000.00
(b) Property transferred in exchange (Detail Below) \$ nil
(c) Securities transferred to the value of (Detail Below) \$ nil
(d) Balances of existing encumbrances with interest owing at date of transfer \$ nil
(e) Monies secured by mortgage under this transaction \$ nil
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject \$ nil
(g) Other (Detail Below) \$ nil
TOTAL CONSIDERATION (should agree with 3(1) (a) above) \$ 63,000.00
4. If consideration is nominal, is the transfer for natural love and affection?
5. If so, what is the relationship between Grantor and Grantee?
6. Other remarks and explanations, if necessary

All blanks must be filled in.

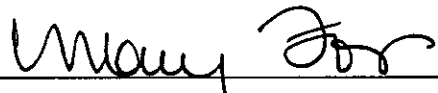
SWORN before me at the City of Kitchener in the Regional Municipality of Waterloo this 30th day of November 19 73

[Signature] A COMMISSIONER FOR TAKING AFFIDAVITS, ETC.

Philip S. Corbet Philip S. Corbet

NOTE TO PARAGRAPH 3(1)(b): Chattels: Retail sales tax is payable on the valuation of items shown in 3(1)(b) unless otherwise exempted under the provisions of the Retail Sales Tax Act.

This is Exhibit "D" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

Form 1 - Land Transfer Tax Act
 Affidavit of Residence and of Value of the Consideration
 Refer to all instructions on reverse side

ONTARIO GOVERNMENT
 Form No. 500
 (Amended Aug. 1, 1985)

PK
 H

THE MATTER OF THE CONVEYANCE OF part southwest half lot 23, Con. 9,
Township of Rausay, County of Lanark
 BY (joint names of all transferors in full) Wilbert Monette and Margaret Jean Monette
 TO (the transferee and joint names of all transferees in full) Mississippi Valley Conservation Authority
 I, (the transferee 2 and joint names in full) Stephen A. J. March

MAKE OATH AND SAY THAT:

- I am (place a check 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 3530MEX solicitor acting in this transaction for (joint names of deponent(s)) Mississippi Valley Conservation Authority
 - (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for (joint names of corporation(s)) _____
 - (f) A transferee described in paragraph () (insert only one of paragraphs (d), (e) or (f) above, as applicable) and in making this affidavit on my own behalf and on behalf of (joint name of spouse) _____ who is my spouse described in paragraph () (insert only one of paragraphs (d), (e) or (f) above, as applicable) and as such, I have personal knowledge of the facts herein deposed to.
- (To be completed where the value of the consideration for the conveyance exceeds \$150,000.)
 I have read and considered the definition of "single family residence" set out in clause 1(1)(a) of the Act. The land conveyed in the above described conveyance
 - contains at least one and not more than two single family residences. 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 \$250,000 where the 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)
- 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
- THE TOTAL CONSIDERATION FOR THIS TRANSACTION IS ALLOCATED AS FOLLOWS:

(a) Money paid or to be paid in cash	\$ 10,000.00	
(b) Mortgages (i) Assumed (show principal and interest to be credited against purchase price)	\$ nil	
(ii) Given back to vendor	\$ nil	
(c) Property transferred in exchange (detail below)	\$ nil	
(d) Securities transferred to the value of (detail below)	\$ nil	
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil	
(f) Other valuable consideration subject to land transfer tax (detail below)	\$ nil	
(g) VALUE OF LAND, BUILDING, FIXTURES AND GOODWILL SUBJECT TO LAND TRANSFER TAX (Total of (a) to (f))	\$ 10,000.00	\$ 110,000.00
(h) VALUE OF ALL CHATTELS - items of tangible personal property (Real Sales Tax is payable on the value of all chattels unless exempt under the provisions of the "Real Sales Tax Act", R.S.O. 1980, c.454, as amended)	\$ nil	
(i) Other consideration for transaction not included in (g) or (h) above	\$ nil	
(j) TOTAL CONSIDERATION	\$ 110,000.00	
- If consideration is nominal, describe relationship between transferor and transferee and state purpose of conveyance. (see instruction 6)
none
- If the consideration is nominal, is the land subject to any encumbrance? no
- Other remarks and explanations, if necessary. none

ALL BANKS
 MUST BE
 FILED IN
 LAST "NY"
 WHEN
 APPLICABLE.

Sworn before me at the Town of Perth
 in the County of Lanark
 this 30th day of October 19 86

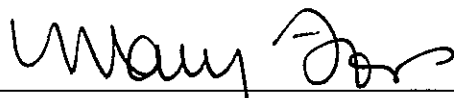
Sandra M. Myers
 A Commissioner for taking Affidavits, etc.
 Sandra M. Myers, a Commissioner for taking Affidavits, Lanark County, for O'Donnell, Damage Bond, March & Anderson, Barristers, Solicitors.
 TRANSFER ONLY 9th, 1987

Stephen A. J. March
 Signature
 Stephen A. J. March

A. Describe nature of instrument _____
 B. (i) Address of property being conveyed (if attached) _____
 (ii) Assessment Roll No. (if attached) 09 29 000 025 07200
 C. Mailing address(es) for future Notices of Assessment under the Assessment Act for property being conveyed (see instruction 7)
Box 258, Lanark, Ontario, K0G 1K0
 D. (i) Registration number for last conveyance of property being conveyed (if attached) 9706
 (ii) Legal description of property conveyed. Same as in D.(i) above Yes No Not known
 E. Name(s) and address(es) of such transferor's solicitor
Stephen March
10 Market Sq. PERTH, Ontario.
Y7H 3Eh
(613) 267-1212

For Land Registry Office use only	
REGISTRATION NO	
Land Registry Office No	
Registration Date	

This is Exhibit "E" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

Excerpts from Conservation Authorities Act, R.S.O. 1990, c. C.27

Source: <https://www.ontario.ca/laws/statute/90c27#BK29> on October 28, 2020

Recovery of operating expenses

27 (1) Every year an authority shall determine its operating expenses for the subsequent year and apportion those expenses to the participating municipalities in accordance with the regulations. 2017, c. 23, Sched. 4, s. 24 (1).

Note: On a day to be named by proclamation of the Lieutenant Governor, section 27 of the Act is amended by adding the following subsections: (See: 2019, c. 9, Sched. 2, s. 7 (1))

Limitation

(1.1) Subject to subsections (1.2) and (1.3), an authority shall not, on and after the day prescribed by the regulations, include in the apportionment any operating expenses related to a program or service authorized to be provided under subsection 21.1.2 (1). 2019, c. 9, Sched. 2, s. 7 (1).

Mandatory programs and services

21.1 (1) An authority shall provide the following programs or services within its area of jurisdiction:

1. A program or service that meets any of the following descriptions and that has been prescribed by the regulations:
 - i. Programs and services related to the risk of natural hazards.
 - ii. Programs and services related to the conservation and management of lands owned or controlled by the authority, including any interests in land registered on title.
 - iii. Programs and services related to the authority's duties, functions and responsibilities as a source protection authority under the *Clean Water Act, 2006*.
 - iv. Programs and services related to the authority's duties, functions and responsibilities under an Act prescribed by the regulations.
2. A program or service, other than a program or service described in paragraph 1, that has been prescribed by the regulations on or before the first anniversary of the day prescribed under clause 40 (3) (h). 2019, c. 9, Sched. 2, s. 4.

Same, Lake Simcoe Region Conservation Authority

(2) In addition to the programs and services required to be provided under subsection (1), the Lake Simcoe Region Conservation Authority shall provide within its area of jurisdiction such programs and services as are prescribed by the regulations and are related to its duties, functions and responsibilities under the *Lake Simcoe Protection Act, 2008*. 2019, c. 9, Sched. 2, s. 4.

Standards and requirements

(3) Programs and services required to be provided under subsections (1) and (2) shall be provided in accordance with such standards and requirements as may be set out in the regulations. 2019, c. 9, Sched. 2, s. 4.

Section Amendments with date in force (d/m/y)

Municipal programs and services

21.1.1 (1) An authority may provide within its area of jurisdiction municipal programs and services that the authority agrees to provide on behalf of a municipality situated in whole or in part within its area of jurisdiction under a memorandum of understanding or such other agreement as may be entered into with the municipality in respect of the programs and services. 2019, c. 9, Sched. 2, s. 4.

Memorandum, agreement available to public

(2) An authority shall make a memorandum of understanding or other agreement available to the public in such manner as may be determined in the memorandum or agreement. 2019, c. 9, Sched. 2, s. 4.

Periodic review of memorandum, agreement

(3) An authority and a municipality who have entered into a memorandum of understanding or other agreement shall review the memorandum or agreement at such regular intervals as may be determined in the memorandum or agreement. 2019, c. 9, Sched. 2, s. 4.

Terms and conditions

(4) Programs and services that an authority agrees to provide on behalf of a municipality shall be provided in accordance with the terms and conditions set out in the memorandum of understanding or agreement. 2019, c. 9, Sched. 2, s. 4.

Section Amendments with date in force (d/m/y)

Other programs and services

21.1.2 (1) Subject to subsection (2), in addition to programs and services described in sections 21.1 and 21.1.1, an authority may provide within its area of jurisdiction such other programs and services as the authority determines are advisable to further its objects. 2019, c. 9, Sched. 2, s. 4.

Agreement

(2) On and after the day prescribed by the regulations, if financing under section 25 or 27 by a participating municipality is necessary in order for an authority to provide a program or service authorized to be provided under subsection (1), the program or service shall not be provided by the authority unless an agreement that meets the following criteria has been entered into between the authority and the participating municipality in respect of the program or service:

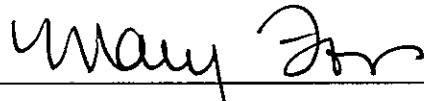
1. The agreement must provide for the participating municipality to pay to the authority,

- i. an apportioned amount under section 25 in connection with a project related to the program or service, or
 - ii. an apportioned amount under section 27 in respect of the program or service.
2. The agreement must include provisions setting out the day on which the agreement terminates and a requirement that it be reviewed by the parties within the period specified in the regulations for the purpose of determining whether or not the agreement is to be renewed by the parties.
3. The agreement must meet such other requirements as may be prescribed by the regulations. 2019, c. 9, Sched. 2, s. 4.

Terms and conditions

(3) Programs and services that an authority agrees to provide under an agreement entered into as described in subsection (2) shall be provided in accordance with such terms and conditions as may be set out in the agreement. 2019, c. 9, Sched. 2, s. 4.

This is Exhibit "F" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

Ministry of the Environment,
Conservation and Parks

Ministère de l'Environnement,
de la Protection de la nature et des
Parcs



Ontario

Office of the Minister

Bureau du ministre

777 Bay Street, 5th Floor
Toronto ON M7A 2J3
Tel.: 416-314-6790

777, rue Bay, 5^e étage
Toronto (Ontario) M7A 2J3
Tél.: 416.314.6790

August 16, 2019

To whom it may concern:

As you know, on June 6, 2019, our government passed the *More Homes, More Choice Act, 2019*, which updated the *Conservation Authorities Act*. We made these legislative changes to improve public transparency, consistency, and accountability in conservation authority operations. These changes will give greater control to individual municipalities on conservation authority programs and budgets. These changes will also require conservation authorities to re-focus their efforts on the delivery of programs and services related to their core mandate, such as those related to:

- Risk of natural hazards;
- Conservation and management of CA owned or controlled lands;
- Drinking water source protection;
- Protection of the Lake Simcoe watershed;
- Other programs or services, as prescribed by regulation.

Furthermore, over the coming months, I will be reviewing all of the relevant legislation and regulations that govern Ontario's conservation authorities to explore even more opportunities to re-focus their efforts and to ensure they are best serving the interests of the people of Ontario.

In the meantime, I request that you review and consider your own conservation authority's activities and begin preparations and planning to wind down those activities that fall outside the scope of your core mandate. I also encourage you to refrain from developing new policies that are not aligned with your mandate or with provincial policies. Finally, I ask that while we are undergoing this review and updating the legislation and regulations that you do not proceed with any increases to your fees or levies.

I appreciate the work of conservation authorities and the feedback that was provided on the legislative changes. I look forward to receiving further input and recommendations as we move forward with upcoming regulatory and policy proposals.

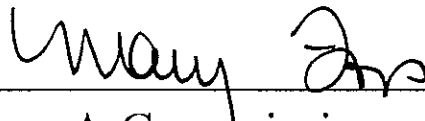
Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Yurek'.

Jeff Yurek

Minister of the Environment, Conservation and Parks

This is Exhibit "G" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

WC

23rd September, 1971.

Your File 7-CA3/71

Mr. George E. Findlay,
Chairman,
Mississippi Valley Conservation Authority,
Box 419,
Carleton Place, Ont.

Dear Mr. Findlay:-

Thank you for your letter of 15 Sep 71. We recommend a solution on the following terms. Before going to the law officers, however, we suggest a meeting of the Authority and ourselves for agreement in substance.

Agreed
110,000

Agreed by
Authority

Agreed by
Authority

Authority would
NOT agree

Substantially
agreed by
Authority

1. Basic Points

1. \$115,000 is acceptable for the lands and buildings, structures, and fixtures on the grounds; and goodwill of the Museum, its renown and potential, following nineteen years of reasonably successful operation; provided the Purchasers agree to operate the Museum and maintain the grounds as a Tait McKenzie Memorial in the public interest.

one

2. That the Purchasers may operate the Museum to advantage, the Vendors agree to deliver as a gift without cost to the Purchasers, or at the price of \$1.00 if legally preferable, all items of art, artefacts, and other memorabilia and McKensiana normally on public display in the Museum; provided and in return for a covenant that the Purchasers agree to hold these items in trust for the people of Canada and agree to display said items at all reasonable times for the education and enjoyment of the public; and provided that should the Purchasers fail to meet these conditions of display with regard to any item of significance such item or items will revert for first choice of alternate disposal to the Vendors or their assigns.

two

three

3. No agreement for sale shall be enforceable until written provisions are agreed upon for future participation, if any, by the Vendors. Participation could include expenses and be on a voluntary or paid basis, for research or other work, on or off the premises, for a longer or shorter period, including occupation of parts of the main building as private living quarters on a landlord and tenant basis, and including if mutually agreeable severance of part of the land for occupation and use by the Vendors who offer to the Authority their services, knowledge, and experience in seeking the highest and best use of this Memorial. The Vendors

four

4. Given a satisfactory guarantee of the foregoing terms, the Vendors are prepared to grant an option.
5. On completion of the transaction and payment in full, the Vendors are prepared to disband the Corporation.
6. The terms of the Indenture regarding method of payment, insurance, and encumbrance, etc. are in general satisfactory, except that we hold that a deposit of earnest money should be made of, say, \$1,500, on granting the option.

B. Comment on Basic Points

1. On 19 Feb 71 discussions began, it being then understood that the price lay in the neighbourhood of \$110,000. That figure was subsequently named on 29 May 71 as its goal by the Authority.
2. On 11 June 71 various governmental agencies were reported to have subscribed \$85,000; and on the same day it was reported that a voluntary professional association "would be willing to guarantee whatever amount was required to consummate the negotiations", and "would be prepared to raise at least \$15,000". To obtain that money it would be necessary to make a request in writing to the association.
3. On 28 July 71, the Vendors received an "Indenture" dated 22 June 71 (with no covering letter and no signature) naming \$85,000 as the purchase price, in return for which the Vendors were to turn over all McKenziana and artefacts, and disband the Corporation with no mention of the intentions of the Purchasers with regard to the four Conditions sidelined above, although these had been defined as necessary by the Vendors from the outset.
4. On 28 July 71 the Vendors were asked to name an acceptable sum. After noting the terms of the "Indenture" the Vendors on 30 July 71, to an official of the Authority, named \$115,000 as acceptable, and repeated the need for a guarantee of the Provisos.
5. A letter from the Authority to the Vendors dated 15 Sep 71 states that the Authority are "endeavouring to increase (the offer of a purchase price) to \$110,000", but no mention is made of any of the Provisos, ONE, TWO, and THREE.
6. \$115,000 is not put forward as a bargaining figure, but is one based on the 29 May 71 statement by the Authority, modified upwards in that payment is unlikely before 1 Feb 72, virtually one year after discussions began, and in the light of inflation, and fixed income.
7. If the Authority does not see fit to offer \$115,000, the Vendors might consider a method of leasing the property and renting the Museum for a limited time.

8. If the Authority does not think the whole parcel, plus the offer by the Vendors of their knowledge and experience, is worth \$115,000 for a proven tourist attraction, a going concern, and with a gift of the McKenziara, gaining in historic and artistic value each year, then the Vendors would consider expert appraisal. The opinions already sought, however, of experts in the fields of international tourism, art, and museology, indicate a very much larger sum. Furthermore, the delays could be disastrous. An appraisal here would be based as a starting point on the potential amenities arising from the highest and best use of the tangibles and intangibles. The Authority is pre-eminently capable of realizing the full potential and for that happy reason the Vendors are more than willing to cooperate with the Authority.

C. Terms of Reference of the Board

1. The terms mentioned are comprehensive, but perhaps not pointing to the action required in the conduct of a Memorial and Museum. Required are definite intentions, policies, and responsibilities in the following activities.
 - (a) Conduct of a Memorial embracing the whole property, taking cognizance world-wide of all individuals, associations, and institutions who would be helped by or who could lend support to such a memorial.
 - (b) Operate a research centre to determine the range of Tait McKenzie's talents and examples, and to examine the problems of today which those talents and examples might alleviate.
 - (c) Operate a Museum together with reading room and library illustrating all of Tait McKenzie's many careers, by art, artefacts, visual aids, printed and photographic material; with the objects of educating persons of all ages, and especially to help guide all young persons into an all-round balanced conduct of life regardless of their careers, and even more especially to help those so inclined and encourage others to enter the fields of medicine, health, physical education, recreation, and wholesome fine art, craftsmanship, music, poetry, and literature.
 - (d) Conduct travelling exhibitions of McKenzie's works, by all customary means of visual education.
 - (e) Determine the scope and site on or adjacent to the present property of each of the foregoing and of other pertinent activities; and determine the methods, means, and seasons of public access to each.

- (f) Employ a staff adequate for each activity as it may develop, for the protection of the property; for the safety and comfort of visitors and staff, during both the open season and off season, indoors, and outdoors.
- (g) Hire an administrative staff for carrying out general policy, and detailed supervision.
- (h) Select an Advisory Panel and if necessary Trustees, to determine policies and choice of working staff. To determine the qualifications required at each staff level, their salaries, and conditions of work.
- (i) Make honorary appointments as required by policy.
- (j) Encourage individuals, institutions and associations (in addition to their direct participation in the core of the concept) to instal on the periphery various structures and activities complementary to the central Memorial. /5
- (k) Maintain external liaison on all fronts.

- 2. The present owners as a sort of two-man band every day face these problems on a larger or smaller scale, and anyone taking possession here will immediately be confronted with the same but on an ever-increasing scale. The Objects of the present Corporation are a useful guide, and our experiences show perhaps equally what to do and what not to do.

D. Timing

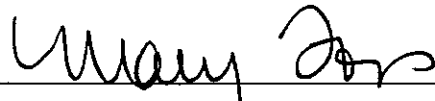
- 1. The public aspects of this Memorial demand advanced planning. 1972 plans are best made and advertised in 1971.
- 2. We are ready for discussions virtually every day of the open season, 1st June to 15th October, and in that period would be glad to rehearse the day-to-day requirements and our Conduct of Work with the Authority.

E. 1972 Season

We would be grateful to know as soon as possible the intention of the Authority. It may be possible for the present owners to continue through the 1972 season on a voluntary basis as before, but this will require advance planning, and commitment of an operating budget, whatever is the status of ownership here.

Yours sincerely,

This is Exhibit "H" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020

A handwritten signature in black ink, appearing to read "Mary Jo", written over a horizontal line.

A Commissioner, etc.

MISSISSIPPI VALLEY
CONSERVATION AUTHORITY

GEORGE E. FINDLAY - Chairman.
O. E. ROTHWELL - Vice-Chairman.
J. E. PAUL - Secretary-Treasurer.
ALEX. S. ANSELL - Resources Mgr.

File 7-CA3/71

October 28, 1971

Major J. F. Leys,
R. R. #1,
Almonte, Ont.

Provisos
1, 2, 3, 4

Dear Major Leys:

Your letter of September 23, 1971, and subsequent discussions with Mr. Ansell have revealed several points of concern. The Authority has reviewed the provisos of your letter with interest and is prepared to comply with these provisos in a manner acceptable to yourself and Mrs. Leys.

The acceptable price for the sale of the Mill of Kintail has been agreed upon and is included in the Indenture you have recently been asked to review. This complies with proviso one.

Proviso four is partially met through the portion of the Indenture dealing with the life time lease of a specific parcel of the property, your construction of a home on the property and the agreement by the Authority to purchase this house in the event you decided to move or the occurrence of some other event. In the interim between the sale of the Mill of Kintail and your moving into your new home, the Authority would permit you and Mrs. Leys to remain in your present abode. The operation of the Museum would continue in its present manner. During this period you and Mrs. Leys would be entitled to your privacy as you have in the past. This is in accordance with your comments of proviso four.

Provisos two and three are more difficult to agree with in their original form. The terms of reference of the Mill of Kintail Advisory Board outline the terms under which the Museum will be operated. I believe you also have a copy of these terms of reference. In the interval between the date of this letter and formal approval of these terms

of reference by the Authority, the following intentions are recognized and stated by the Authority:

- (a) in return for the sale of the land and buildings, to conduct a Tait McKenzie Memorial, and display all significant items of McKenzie's work; and
- (b) in return for the gift of the Museum contents, to display those contents at all reasonable times to the public.

Both of the foregoing are included in the terms of reference of the Mill of Kintail Advisory Board and as such comply with your remaining provisos.

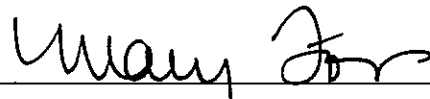
I am sure you and Mrs. Leys are just as anxious as the Authority to consummate this transaction. I trust the contents of this letter will meet with your approval, and that we may hear from you in the near future.

Yours very truly,


George E. Findlay
Chairman

GEF:i

This is Exhibit "I" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

THIS INDENTURE made, in duplicate, the 4th day of April, 1972.

B E T W E E N:

JAMES FARQUHARSON LEYS and WINIFRED IRENE LEYS,
Hereinafter called the Vendors,

OF THE FIRST PART

- and -

MISSISSIPPI VALLEY CONSERVATION AUTHORITY
Hereinafter called the Purchaser,

OF THE SECOND PART

In consideration of the sum of FIFTEEN HUNDRED-----
-----(\$1500.00)-----Dollars
paid by the purchaser to the vendors (the receipt whereof is hereby acknowledged) the vendors hereby grant to the purchaser the sole and exclusive option, irrevocable within the time for acceptance herein limited, to purchase the following property owned by the vendor, namely those lands and premises situate in and being composed of Part of Lots 23 and 24 in the 8th Concession of the Township of Ramsay in the County of Lanark, containing 33 acres more or less.

1. The purchase price of the said real property shall be the sum of \$110,000.00. The sum of \$1500.00 already paid to the vendors as consideration of this option, shall be credited to the purchaser and allowed as part of the purchase money, and the balance of the purchase price in the event of the exercise of this option shall be payable in cash or by certified cheque subject to adjustments on closing.
2. The option hereby granted shall be open for acceptance by the purchaser up to, but not after, the 1st day of May, 1972, and may be accepted by a letter delivered to the vendors by prepaid registered post addressed to the vendors at R.R. # 1, Almonte.
3. In the event that such option is not accepted in manner aforesaid this agreement and everything herein contained shall be null and void and no longer binding upon any of the parties hereto, and the vendors shall be entitled to retain the said sum given as consideration for the granting of this option.
4. In the event of and upon the acceptance of this

option by the purchaser in manner aforesaid this agreement and the letter accepting such option shall then become a binding contract of purchase and sale between the parties, and the same shall be completed upon the terms herein provided for.

5. It is provided that the title is good and free from all encumbrances.

6. The purchaser is not to call for the production of any title deeds, abstract or other evidence of title except such as are in the possession of the vendors.

7. " The purchaser is to be allowed 30 days from the date of the acceptance of such option to examine the title at his own expense. If within that time any valid objection to title is made in writing to the vendors which the vendors shall be unable or unwilling to remove and which the purchaser will not waive, the agreement arising out of the acceptance of this option shall, notwithstanding any intermediate acts or negotiations in respect of such objections, be null and void and the sum paid for the granting of this option shall be returned by the vendors without interest, and they shall not be liable for any costs or damages. Save as to any valid objection so made within such time the purchaser shall be conclusively deemed to have accepted the title of the vendors to the real property.

8. The contract arising from the acceptance of this option shall be completed ^{within} ~~sixty~~ days after the date of the acceptance of the option as hereinbefore provided, ^{by} ~~on~~ which date the vendor will convey the said lands to the purchaser or his nominee by a good and sufficient deed thereof in fee simple, free and clear of all encumbrances and dower rights, and shall deliver vacant possession of the said lands to the purchaser free of all tenancies save that hereinafter provided.

9. Unearned fire insurance premiums, taxes, local improvement, water and assessment rates, etc., to be apportioned and allowed to the date of completion.

10. Pending completion of the said contract arising out of the acceptance of this option the vendors will hold all fire insurance policies and the proceeds thereof in trust for the parties hereto as their interests may appear and in event of

J.F.P. QER
M.S.P.

damage to the said premises the purchaser may either take the proceeds of the insurance and complete the purchase or may cancel the agreement and have all moneys therefofore paid (including the sum paid for the granting of this option) returned without interest.

11. The deed or transfer is to be prepared at the expense of the vendor.

12. The vendors covenant and agree with the purchaser to do nothing to encumber the said property after the execution of this agreement and while it is in effect.

13. In the event of the acceptance of this option by the purchaser, the vendors covenant and agree as follows:

a. To take and carry out all necessary steps to effect the dissolution of the Corporation named as Mill of Kintail Canadian Arts and Pioneer Museum.

b. To assign, transfer and deliver either directly or indirectly to the purchaser by way of gift all articles now in the museum portion of the building located on the upper floor and which are associated with the Mill of Kintail Museum.

14. In the event of the acceptance of this option by the purchaser, the purchasers covenant and agree as follows:

a. To grant to the vendors and the survivor of them a lifetime lease on four acres more or less of land, in an area to be agreed upon, on which the vendors may construct a home. The said lease shall be personal to the vendors and shall not be assignable. The purchaser further agrees to purchase the home constructed by the vendors at such time as they wish to relinquish the property or upon the death of the survivor of them, at the appraised market value at the date on which the tenancy is terminated. The said appraisal shall be made by an appraiser who shall be agreed upon by the parties and who shall be a member of the Appraisal Institute of Canada. In the event that the parties are unable to agree upon an appraiser then each party shall appoint their own appraiser,

the appraisers in turn shall appoint a third appraiser, and all three shall act as a committee of which a majority shall rule. The majority decision of the committee as to value shall be final and binding upon the parties. The costs of the appraiser or the appraisers shall be divided equally between the parties.

15. This agreement and its acceptance is to be read with all changes of gender or number required by the context.

IN WITNESS WHEREOF the vendors have hereunto set their hands and seals and the Seal of Mississippi Valley Conservation Authority has been affixed by the hand of its duly authorized signing officer.

SIGNED, SEALED AND DELIVERED
in the presence of

Alfred Powell

J. F. Leys
James Farquharson Leys

W. I. Leys
Winifred Irene Leys

MISSISSIPPI VALLEY CONSERVATION
AUTHORITY

Per:

Alfred Powell

O. E. Rockwell

DATED April 4th 1972

JAMES FARQUHARSON LEYS and
WINIFRED IRENE LEYS

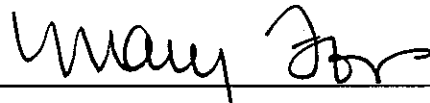
and

MISSISSIPPI VALLEY CONSERVATION
AUTHORITY

A G R E E M E N T

MICHAEL J. GALLIGAN
Barrister and Solicitor
Almonte, Ontario.

This is Exhibit "J" referred to in the
Affidavit of Sally McIntyre
sworn before me this 24th day of
November, 2020



A Commissioner, etc.

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
Time Report Produced: 14:18:01
Page: 1

CORPORATION PROFILE REPORT

Ontario Corp Number	Corporation Name	Incorporation Date
89249	MILL OF KINTAIL CANADIAN ARTS AND PIONEER MUSEUM	1957/07/29
		Jurisdiction
		ONTARIO
Corporation Type	Corporation Status	Former Jurisdiction
ONTARIO CORP NON-SHARE	ACTIVE	NOT APPLICABLE
Head Office Address	Date Amalgamated	Amalgamation Ind.
4175 HIGHWAY 511 R R #2 LANARK ONTARIO CANADA K0G 1K0	NOT APPLICABLE	NOT APPLICABLE
	New Amal. Number	Notice Date
	NOT APPLICABLE	NOT APPLICABLE
Mailing Address		Letter Date
4175 HIGHWAY 511 R R #2 LANARK ONTARIO CANADA K0G 1K0		NOT APPLICABLE
	Revival Date	Continuation Date
	NOT APPLICABLE	NOT APPLICABLE
	Transferred Out Date	Cancel/Inactive Date
	NOT APPLICABLE	NOT APPLICABLE
	EP Licence Eff.Date	EP Licence Term.Date
	NOT APPLICABLE	NOT APPLICABLE
	Date Commenced In Ontario	Date Ceased In Ontario
	NOT APPLICABLE	NOT APPLICABLE
Activity Classification		
NOT AVAILABLE		

Request ID: 023774676
Transaction ID: 73529444
Category ID: UNE

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
Time Report Produced: 14:18:01
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Corporate Name History

Effective Date

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

1957/07/29

Current Business Name(s) Exist:

NO

Expired Business Name(s) Exist:

NO

Administrator:

Name (Individual / Corporation)

Address

LOUIS

ANTONAKOS

BOX 296

CARLETON PLACE
ONTARIO
CANADA K7C 3P4

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

JIM
BEAM

1357C SUNDAY LAKE DRIVE

OMPAH
ONTARIO
CANADA K0H 2J0

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

MARK
BURNHAM

RR #1

MABERLY
ONTARIO
CANADA K0H 2B0

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

CHAIRMAN

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

BRIAN
COSTELLO

15 BRIDGE ST.

CARLETON PLACE
ONTARIO
CANADA K7C 1W1

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

IBRA
CUDDY

RR #1

ARDEN
ONTARIO
CANADA K0M 1B0

Date Began

First Director

2001/01/25

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

ELI
EL-CHANTIRY

110 LAURIER AVE W

OTTAWA
ONTARIO
CANADA K1P 1J1

Date Began

First Director

2004/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

ELI
EL-CHANTRY

110 LAURIER AVE W

OTTAWA
ONTARIO
CANADA K1P 1J1

Date Began

First Director

2004/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

ROBERT
FLETCHER

RR #4

LANARK
ONTARIO
CANADA K0G 1K0

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

STEVEN
HARDAKER

58 JARLAN TERRACE

KANATA
ONTARIO
CANADA K2L 3L3

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

VICE-CHAIR

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

ROBERT
HARVEY

SHARBOT LAKE
ONTARIO
CANADA K0H 2P0

Date Began

First Director

2007/02/22

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

ORVILLE
KEMP

1687 DONALD B MUNRO DR

CARP
ONTARIO
CANADA K0A 1L0

Date Began

First Director

1998/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

Date Report Produced: 2019/10/30
Time Report Produced: 14:18:01
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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

PAUL
LEHMAN

39 VICTOR STREET

STITTSVILLE
ONTARIO
CANADA K2S 1B7

Date Began

First Director

1990/01/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

GENERAL MANAGER

Administrator:
Name (Individual / Corporation)

Address

GORD
MCCONNELL

RR #1

PERTH
ONTARIO
CANADA K7H 3C3

Date Began

First Director

2001/01/25

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

GARRY
MCEVOY

70 SPINDLERIFT COURT
PO BOX 201
CLABOGIE
ONTARIO
CANADA K0J 1H0

Date Began

First Director

2006/06/08

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

JOAN
SARGEANT

BOX 231, RR #4
LANARK
ONTARIO
CANADA K0G 1K0

Date Began

First Director

1985/04/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

SECRETARY

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

JOAN
SARGEANT

BOX 231, RR #4

LANARK
ONTARIO
CANADA K0G 1K0

Date Began

First Director

1985/04/01

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

OFFICER

TREASURER

Administrator:
Name (Individual / Corporation)

Address

PHILIP
SWEETNAM

PO BOX 970

STITTSVILLE
ONTARIO
CANADA K0A 3G0

Date Began

First Director

1989/02/16

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UN/E

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

JANE
TORRANCE

23 MARY STREET

ALMONTE
ONTARIO
CANADA K0A 1A0

Date Began

First Director

2004/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

DAVID
WILBUGHBY

PO BOX 1389
MISSISSIPPI LAKE

CARLETON PLACE
ONTARIO
CANADA K7C 4L7

Date Began

First Director

2006/02/23

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Administrator:
Name (Individual / Corporation)

Address

VAL
WILKENSON

263 CLAYTON LAKE RD
RR #2
CLAYTON
ONTARIO
CANADA K0A 1P0

Date Began

First Director

2004/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Administrator:
Name (Individual / Corporation)

Address

VAL
WILKINSON

263 CLAYTON LAKE RD
RR #2
CLAYTON
ONTARIO
CANADA K0A 1P0

Date Began

First Director

2004/02/26

NOT APPLICABLE

Designation

Officer Type

Resident Canadian

DIRECTOR

Y

Request ID: 023774676
Transaction ID: 73529444
Category ID: UNE

Province of Ontario
Ministry of Government Services

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CORPORATION PROFILE REPORT

Ontario Corp Number

Corporation Name

89249

MILL OF KINTAIL CANADIAN ARTS AND
PIONEER MUSEUM

Last Document Recorded

Act/Code Description

Form

Date

CIA ANNUAL RETURN 2008

1S

2008/06/07

THIS REPORT SETS OUT THE MOST RECENT INFORMATION FILED BY THE CORPORATION ON OR AFTER JUNE 27, 1992, AND RECORDED IN THE ONTARIO BUSINESS INFORMATION SYSTEM AS AT THE DATE AND TIME OF PRINTING. ALL PERSONS WHO ARE RECORDED AS CURRENT DIRECTORS OR OFFICERS ARE INCLUDED IN THE LIST OF ADMINISTRATORS.

ADDITIONAL HISTORICAL INFORMATION MAY EXIST ON MICROFICHE.

The issuance of this report in electronic form is authorized by the Ministry of Government Services.



Ontario ServiceOntario

PARCEL REGISTER (ABBREVIATED) FOR PROPERTY IDENTIFIER

LAND REGISTRY OFFICE #27

05084-0075 (LT)

PAGE 1 OF 1
PREPARED FOR Danielle01
ON 2020/12/07 AT 10:22:00

PROPERTY DESCRIPTION: PT LT 23 CON 8 RAMSAY; PT LT 24 CON 8 RAMSAY; PT LT 25 CON 8 RAMSAY AS IN RN15702, RN35279 & RN31725 EXCEPT PT 1, 2&R2293; T/W & S/T RN31725; TOWN MISSISSIPPI MILLS

PROPERTY REMARKS:
ESTATE/QUALIFIER:
FEE SIMPLE
LT CONVERSION QUALIFIED

RECENTLY:
FIRST CONVERSION FROM BOOK

PIN CREATION DATE:
1999/10/12

OWNERS' NAMES
MISSISSIPPI VALLEY CONSERVATION AUTHORITY

CAPACITY SHARE
BENO

REG. NO.	DATE	INSTRUMENT TYPE	AMOUNT	PARTIES FROM	PARTIES TO	CERT/CHRD
EFFECTIVE	2000/07/29	THE NOTATION OF THE "BLOCK IMPLEMENTATION DATE" OF 1999/10/12 ON THIS PIN				
WAS REPLACED WITH THE	"PIN CREATION DATE" OF 1999/10/12					
** PRINTOUT INCLUDES ALL DOCUMENT TYPES AND DELETED INSTRUMENTS SINCE 1999/10/08 **						
**SUBJECT,	ON FIRST REGISTRATION UNDER THE LAND TITLES ACT, TO:					
**	SUBSECTION 44(1) OF THE LAND TITLES ACT, EXCEPT PARAGRAPH 11, PARAGRAPH 14, PROVINCIAL SUCCESSION DUTIES					
**	AND ESCHEATS OR FEFETURE TO THE CROWN.					
**	THE RIGHTS OF ANY PERSON WHO WOULD, BUT FOR THE LAND TITLES ACT, BE ENTITLED TO THE LAND OR ANY PART OF					
**	IT THROUGH LENGTH OF ADVERSE POSSESSION, PRESCRIPTION, MISDESCRIPTION OR BOUNDARIES SETTLED BY					
**	CONVENTION.					
**	ANY LEASE TO WHICH THE SUBSECTION 70(2) OF THE REGISTRY ACT APPLIES.					
**DATE OF CONVERSION TO	LAND TITLES: 1999/10/12 **					
RN31725	1972/05/23	TRANSFER	\$110,000		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
RN35279	1973/12/11	TRANSFER	\$2		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
RN56102	1981/04/03	BYLAW			MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
RN75702	1986/10/31	TRANSFER	\$110,000		MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
		REMARKS: SKETCH ATTACHED.				
RN97156	1989/02/27	BYLAW			MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C
2788048	2002/06/19	PLAN REFERENCE			MISSISSIPPI VALLEY CONSERVATION AUTHORITY	C

NOTE: ADJOINING PROPERTIES SHOULD BE INVESTIGATED TO ASCERTAIN DESCRIPTIVE INCONSISTENCIES, IF ANY, WITH DESCRIPTION REPRESENTED FOR THIS PROPERTY.
NOTE: ENSURE THAT YOUR PRINTOUT STATES THE TOTAL NUMBER OF PAGES AND THAT YOU HAVE PICKED THEM ALL UP.

Court File No.

MISSISSIPPI VALLEY CONSERVATION AUTHORITY

and

ESTATE OF JAMES FAROUHARSON LEYS and
ESTATE OF WINIFRED IRENE LEYS

Applicants

Respondents

SUPERIOR COURT OF JUSTICE

APPLICATION RECORD

ANDERSON FOSS
Barristers & Solicitors
10 Market Square
Perth, Ontario
K7H 1V7

Mary J. E. Foss
LSUC #60973N

Phone: (613) 267-9898
Fax: (613) 267-2741

Solicitors for the Applicant