



An agency of the Government of Ontario



Un organisme du gouvernement de l'Ontario

Ontario Heritage Trust heritage conservation easement property

Under Ontario Heritage Act section 10 (1) (c), the Trust may enter into agreements, covenants and easements with owners of real property or interests in real property for the conservation, protection and preservation of the heritage of Ontario. Under section 22 (1), any easement or covenant entered into by the Trust may be registered against the real property affected in the proper land registry office.

Conservation easements are voluntary legal agreements between heritage property owners and the Ontario Heritage Trust that protect significant features of a property. The terms of the easement are registered on the property title and apply to the easement donor and all future owners of the property. Easements allow the Trust to protect a heritage site without owning it. They also offer conservation-minded Ontarians an opportunity to permanently protect the heritage value of their property while continuing to enjoy it.

This document was retrieved from the Ontario Heritage Act Register, which is accessible through the website of the Ontario Heritage Trust at www.heritagetrust.on.ca.

Bien faisant l'objet d'une servitude de conservation du patrimoine par la Fiducie du patrimoine ontarien

En vertu de l'alinéa 10(1)c) de la *Loi sur le patrimoine de l'Ontario*, la Fiducie peut conclure des ententes et des engagements avec les propriétaires de biens immeubles ou les titulaires des droits qui s'y rattachent, et constituer des servitudes avec eux, en vue de la conservation, de la protection et de la préservation du patrimoine de l'Ontario. En vertu du paragraphe 22(1), les servitudes constituées ou les engagements conclus par la Fiducie peuvent être enregistrés sur les biens immeubles visés au bureau d'enregistrement immobilier approprié.

Les servitudes protectrices du patrimoine sont des ententes juridiques volontaires conclues entre les propriétaires de biens patrimoniaux et la Fiducie du patrimoine ontarien. Elles visent à protéger les caractéristiques importantes d'une propriété. Les conditions de la servitude sont enregistrées sur le titre de propriété et s'appliquent au donateur de même qu'à tous les propriétaires futurs. Les servitudes permettent à la Fiducie de protéger un site du patrimoine sans avoir à en devenir propriétaire. Elles offrent aussi l'occasion aux adeptes de la conservation en Ontario de protéger de façon permanente le caractère patrimonial de leurs propriétés, tout en pouvant continuer à en jouir.

Ce document est tiré du registre tenu aux fins de la *Loi sur le patrimoine de l'Ontario*, accessible à partir du site Web de la Fiducie du patrimoine ontarien au www.heritagetrust.on.ca.

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

yyyy mm dd Page 1 of 23

Properties

PIN 08375 - 0115 LT
Description BLK A , PL 438(4TH) , LTS 7, 8, 9 & 10 & PT LT 11 , PL 1(4TH) E/S WORTLEY ROAD ,
 LTS 7, 8, 9 & 10 & PT LT 11 , PL 1(4TH) W/S MARLEY PLACE , AS IN 696151 ;
 LONDON
Address 165 ELMWOOD AV E
 LONDON

Consideration

Consideration \$ 2.00

Applicant(s)

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

Name ONTARIO HERITAGE TRUST
Address for Service 10 Adelaide Street East, Toronto, Ontario, M5C 1J3
 Attention: Acquisitions and Conservation Services

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

This document is being authorized by a representative of the Crown.

Statements

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

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Carolyn Susan Wainman	5th Floor - 400 University Ave. Toronto M7A 2R9	acting for Applicant(s)	Signed	2014 03 28
<i>Tel</i> 416-327-2424				
<i>Fax</i> 416-314-7038				

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

Submitted By

MINISTRY OF CITIZENSHIP & IMMIGRATION, CULTURE & TOURISM	5th Floor - 400 University Ave. Toronto M7A 2R9	2014 03 31
<i>Tel</i> 416-327-2424		
<i>Fax</i> 416-314-7038		

Fees/Taxes/Payment

<i>Statutory Registration Fee</i>	\$60.00
<i>Total Paid</i>	\$60.00

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HERITAGE CONSERVATION EASEMENT AGREEMENT

This Agreement made this 27th day of MARCH, 2014.

BETWEEN:

CORPORATION OF THE CITY OF LONDON

(hereinafter called the "Owner")

- and -

ONTARIO HERITAGE TRUST

a body corporate continued by the *Ontario Heritage Act*,
R.S.O. 1990, c.O-18, as amended

(hereinafter called the "Trust")

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises situated in the City of London, municipally known as 165 Elmwood Avenue East and more particularly described in Schedule "A1" attached hereto (the "Property") and on which is erected a heritage building known as the London Normal School (the "Building") as shown on the site plan attached as Schedule "A2".
- B. By subsection 10(1)(c) of the *Ontario Heritage Act*, R.S.O. 1990, c.O-18, as amended (herein the "Act"), the Trust is entitled to enter into agreements, easements and covenants with owners of real property, or interests therein, for the conservation, preservation and protection of the heritage of Ontario.
- C. By section 22 of the Act, any covenants and easements entered into by the Trust, when registered in the proper land registry office against the real property affected by them, shall run with the real property and may, whether positive or negative in nature, be enforced by the Trust against the owner or any subsequent owners of the real property, even where the Trust owns no other land which would be accommodated or benefited by such covenants and easements.
- D. The London and Middlesex County Roman Catholic Separate School Board, Her Majesty the Queen in right of Ontario represented by the Minister of Government Services and the Trust (then the Ontario Heritage Foundation) entered into a Heritage Easement Agreement dated August 28, 1986 (the "1986 Agreement") in order to conserve the aesthetic and scenic character and condition of the exterior of the Building together with the interiors of the centre hall and main staircase on the ground and second floor.
- E. This updated Agreement is intended to supersede and replace the 1986 Agreement, such release being subject to approval pursuant to subsection 10(2) of the Act, if applicable thereto, upon registration of this Agreement.
- F. The Property was formerly owned by the Government of Ontario and was determined to be of provincial heritage significance pursuant to a provincial heritage significance assessment performed in accordance with the Criteria for Determining Cultural Heritage Value or Interest of Provincial Significance set out in Ontario Regulation 10/06.
- G. Under Part III.1 of the *Ontario Heritage Act*, the Minister of Tourism, Culture and Sport ("the Minister") is authorized to develop mandatory heritage standards and guidelines for the conservation of provincial heritage properties. *The Standards and Guidelines for Conservation of Provincial Heritage Properties* (the "**Standards and Guidelines**") came into effect as of July 1, 2010.
- H. Under section F.5 of the *Standards and Guidelines*, the consent of the Minister is required before a provincial heritage property of provincial heritage significance is transferred from provincial control including provincial ownership.
- I. In light of the foregoing, the Minister has granted consent for the transfer of ownership of the Property to the Owner on the condition that the Owner execute and register this updated Agreement as a first encumbrance on title to the Property.
- J. The Owner and the Trust recognize the provincial heritage value of the Property as set out in the Statement of Cultural Heritage Value attached hereto as Schedule "B1".

- K. The heritage character defining features of the exterior of the Building that contribute to the heritage value of the Property (the "**Heritage Features**") are described in Schedule "B2" attached hereto.
- L. The Heritage Features of the interior of the Building are shown on the floor plan of the Building attached hereto as Schedule "B3".
- M. The Owner and the Trust have the common purpose of preserving the provincial heritage value of the Property through the protection and conservation of its Heritage Features.
- N. To this end, the Owner and the Trust desire to enter into this agreement (the "**Agreement**").

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

1.0 **PURPOSE**

- 1.1 It is the purpose of this Agreement (herein the "**Purpose**") to ensure that the heritage value of the Property will be preserved in perpetuity as part of the heritage of Ontario. To achieve this purpose, the Owner and the Trust agree that the Heritage Features will be retained, maintained and conserved by the Owner through the application of recognized heritage conservation principles and practices and that no change shall be made to the Heritage Features that will adversely affect the heritage value of the Property as set out in the Statement of Cultural Heritage Value.
- 1.2 Any reference in this Agreement to the Property includes the Building.

2.0 **HERITAGE VALUE**

2.1 Statement of Cultural Heritage Value

The Owner and the Trust agree that the Statement of Cultural Heritage Value explains the heritage value of the Property and that the Heritage Features comprise the features of the Property that are to be conserved under this Agreement in order to preserve and protect the heritage value of the Property.

2.2 Baseline Documentation Report

After the registration of the Agreement the Trust shall complete a report depicting and describing the appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features) through photographs, plans, sketches and/or text (the "**Baseline Documentation Report**"). The Baseline Documentation Report will have the structure and contain the information specified in the baseline documentation report outline attached hereto as Schedule "C". When the Baseline Documentation Report has been completed the Owner agrees to execute an acknowledgment in the Baseline Documentation Report to confirm that it constitutes an accurate depiction and description of the then current appearance, condition and construction of the Building and its surrounding grounds (including the Heritage Features). The Baseline Documentation Report will also include a record of existing signs and fixtures on the Property and / or Building. When signed by both the Owner and the Trust a completed and signed copy of the Baseline Documentation Report shall be given by the Trust to the Owner, an original signed copy will be filed and may be examined at the head office of the Ontario Heritage Trust and an original signed copy will be filed with the Archives of Ontario. When completed and signed by the parties, the Baseline Documentation Report shall be referred to where applicable in determining the respective responsibilities and duties of the Owner and the Trust under this Agreement.

2.3 No Baseline Documentation Report

If the Baseline Documentation Report has been completed by the Trust but has not been approved and signed by the owner as provided for in section 2.2, then the Trust may refuse to consider or grant any approval to be given by the Trust under this Agreement until such time as the Baseline Documentation Report has been approved and signed by both parties.

3.0 CONSERVATION PRINCIPLES AND PRACTICES

- 3.1 Both the Owner and the Trust in carrying out their respective responsibilities and duties under this Agreement shall, where applicable, be guided by and apply the conservation principles set out in the *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010 Edition), as revised from time to time, and other recognized heritage conservation best practices (collectively herein the "**Conservation Principles and Practices**").
- 3.2 The current Standards for the Conservation of Historic Places in Canada set out in the *Standards and Guidelines for the Conservation of Historic Places in Canada* are attached for information purposes only as Schedule "D". Reference to the complete text of the *Standards and Guidelines for the Conservation of Historic Places in Canada* shall be made in applying them.

4.0 DUTIES OF OWNER

4.1 Maintenance

The Owner shall at all times and, subject to compliance with the requirements of section 4.2, maintain the Building in as good and sound a state of repair as a prudent owner would normally do so that no deterioration in the present condition and appearance of the Heritage Features shall take place except for reasonable wear and tear. The Owner's obligation to maintain the Building shall require that the Owner undertake such preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Building in substantially the same physical condition and state of repair as that existing on the date of this Agreement and to take all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

4.2 Alterations

The Owner shall not, without the prior written approval of the Trust, undertake or permit any demolition, construction, reconstruction, renovation, restoration, alteration, remodelling of the Building, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Features. The Owner may, without the prior written approval of the Trust, undertake or permit the repair or refinishing of the Building where damage has resulted from casualty, loss, deterioration or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the condition, appearance or construction of the Heritage Features and the Conservation Principles and Practices are applied where applicable.

4.3 Trust Approval Not Required

In the event that the Owner completes a conservation plan for the Property (hereafter called the "**Plan**") and that Plan has been jointly approved by the Trust and the Owner, then any and all demolition, construction, reconstruction, renovation, restoration, alterations, and remodeling of the Heritage Features, as described therein, shall be deemed approved by the Trust under sections 4.2 and 4.6, subject to the submission of related drawings and specifications that meet with the written approval of the Trust.

4.4 Emergency Measures

Notwithstanding the provisions of section 4.2, the Owner may undertake such temporary measures in respect of the Building as are reasonably necessary to deal with an emergency situation which puts the security or integrity of the Building at risk of damage or occupants of the Building at risk of harm provided that:

- (a) such measures are in keeping with the purpose of this Agreement;
- (b) such measures are consistent with the conservation of the Heritage Features;
- (c) the requirements of the *Building Code Act, 1992*, S.O. 1992, c.23 as amended or re-enacted from time to time are complied with; and
- (d) where time permits, the Trust is consulted before any such measures are undertaken.

In any case, the Owner shall advise the Trust forthwith when it undertakes temporary measures in respect of the Building in an emergency situation.

4.5 Signs and Fixtures

The Owner shall not place or affix on the Building any signs, permanent storm screens, awnings, satellite receiving dishes, or other similar objects and fixtures without the prior written approval of the Trust. Such approval may, in the sole discretion of the Trust and for any reason which the Trust considers necessary, be refused.

4.6 Regulated Activities

The Owner shall not in respect of the Property, except with the prior written approval of the Trust:

- (a) grant any easement or right of way;
- (b) sever or subdivide;
- (c) erect or remove or permit the erection or removal of any building, free-standing sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- (d) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (e) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, or other materials;
- (f) allow the removal, destruction or cutting of trees, shrubs or other vegetation;
- (g) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Building or the Property, or (ii) causing any damage to the Building; or
- (h) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control or soil conservation.

4.7 Archaeological Resources

In the event that archaeological resources are uncovered at the Property during the course of any excavations or ground disturbance the Owner shall immediately cease all activities at the specific location where the discovery has exposed buried structural features and/or artifacts and notify the Trust in writing forthwith. The Trust may require that the Owner, at its cost, retain a licensed consulting archaeologist to investigate and document the finds prior to the Owner continuing or allowing the continuance of any excavation or ground disturbance.

4.8 Human Remains

In the event that human remains are uncovered at the Property during excavations or ground disturbances, in addition to any other parties or authorities that the Owner is legally required to contact, the Owner shall also notify the Trust immediately and cease all activities at the specific location(s) where human remains have been discovered.

5.0 **OWNER'S RESERVED RIGHTS**

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

6.0 **APPROVALS**

6.1 Information to be provided

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

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

6.2 Matters to be Considered

Where any request for approval required under this Agreement is submitted to the Trust, the determination of the Trust may be based upon choice of materials, architectural design, historical authenticity, or any other grounds, not limited to purely aesthetic or historical grounds, but the Trust's approval shall not be unreasonably withheld, unless otherwise specifically provided for in this Agreement. In considering any request for approval the Trust shall be guided by and apply the Conservation Principles and Practices. In giving its approval, the Trust may specify such conditions of approval as the Trust considers necessary or appropriate in the circumstances to ensure the conservation of the Heritage Features.

6.3 Deemed Approval

Provided that the Owner has first complied with the requirements of section 6.1 to the satisfaction of the Trust, any approval required to be obtained from the Trust under this Agreement shall be deemed to have been given upon the failure of the Trust to respond in writing to a written request for it within sixty (60) days of receiving such request and all of the information requested by the Trust at its address as set out in section 11.1 of this Agreement.

6.4 Conditions of Approval

If the approval of the Trust is given or deemed to have been given under this Agreement the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of or deemed to be approved of, shall comply with all of the conditions of approval specified by the Trust in its approval including the use of materials and methods specified by the Trust in its approval.

6.5 Where Owner in Default

In the event that the Owner is in default of any of its obligations under this Agreement and, pursuant to section 10.1, the Trust has notified the Owner of such default, then the Trust may refuse to consider any request for approval submitted by the Owner whether requested before or after such notice of default has been given to the Owner and the deemed approval provisions of section 6.3 shall not apply so long as the Owner is in default.

6.6 Effect of Approval

Any approval given by the Trust under this Agreement shall have application only to the requirements of this Agreement and does not relieve the Owner from obtaining any approvals, permits or consents of any authority whether federal, provincial, municipal or otherwise that may be required by any statute, regulation, by-law, guideline or policy or by any other agreement.

7.0 **INDEMNITY AND INSURANCE**

7.1 Indemnity

The Owner shall hold the Trust and its employees, officers, agents, contractors and representatives harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by any act or omission of the Owner related to this Agreement, save and except for any such liabilities and claims for or in respect of any act, deed, matter or thing made or done by the Trust and its employees, officers, agents, contractors and representatives pursuant to sections 8.4, 9.1 and 10.2 of this Agreement.

7.2 Insurance

7.2.1 The Owner agrees to put in effect and maintain or cause to be put in effect and maintained, at all times, with insurers acceptable to the Trust, the following insurance (collectively the "Insurance"):

- (a) Commercial General Liability ("CGL") coverage of an inclusive limit of not less than Five Million Dollars (\$5,000,000) per occurrence for Property Damage, Third-Party Bodily Injury and Personal Injury with the Trust being an additional insured and including the following policy endorsements: Cross-Liability and 30-day notice of cancellation;
- (b) Property insurance to a limit commensurate to the full replacement cost value of the Building on an "All Risks" basis (including earthquake and flood coverage where the Property is located in the designated Ontario earthquake zone) and including the following policy endorsements: Replacement Cost Value, Stated Amount Co-Insurance, the Trust as an additional insured and thirty (30) days written notice of cancellation; and

The Owner shall deliver to the Trust within three (3) weeks of the execution of this Agreement a certificate or certificates of the Insurance in a form and with limits satisfactory to the Trust, and thereafter evidence satisfactory to the Trust of the renewal of the Insurance shall be delivered to the Trust at least fifteen (15) clear days before the termination thereof.

7.2.2 If the Owner fails to obtain the Insurance or if the Insurance is cancelled, the Trust may effect such Insurance and the premium and any other amount paid in so doing shall forthwith be paid by the Owner to the Trust, or if not, shall be a debt owing to the Trust and recoverable from the Owner by action in a court of law.

7.2.3 All proceeds receivable by the Owner under the Insurance shall, on the written demand and in accordance with the requirements of the Trust, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the particular nature of the Building and the cost of such work. The Owner's financial liability to replace, rebuild, restore or repair the Building if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Insurance. In the event that the Insurance proceeds receivable by the Owner are insufficient to effect a partial or complete restoration of the Building, the Trust shall have the privilege, but not the obligation, of contributing additional monies towards the replacement, rebuilding, restoration, or repair costs in order to effect a partial or complete restoration of the Heritage Features.

7.2.4 The amount of Insurance coverage specified in clause 7.2.1(a) that the Owner is required to put in effect may be increased by the Trust from time to time on written notice to the Owner to such amount that is prudent in the circumstances taking into account inflation, changes in the risks associated with the Property and industry practice.

8.0 **BUILDING DEMOLITION OR REBUILDING**

8.1 Notice of Damage or Destruction

In the event of any significant damage to or destruction of the Building the Owner shall notify the Trust in writing of such damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring.

8.2 Approval to Demolish

If in the opinion of the Owner the replacement, rebuilding, restoration or repair of the Building which has been damaged or destroyed is impractical because of the financial costs involved or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of giving the Trust notice under section 8.1, request the Trust's approval to demolish the Building. In the event that the Trust approves or is deemed to approve the demolition of the Building, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the Building and to demolish the Building.

8.3 Rebuilding by Owner

In the event that either the Owner does not request or the Trust does not give the approval referred to in section 8.2, the Owner shall replace, rebuild, restore or repair the Building to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Building and of any additional monies contributed by the Trust towards the replacement, rebuilding, restoration or repair of the Building to effect a partial or complete restoration of the

Heritage Features (in this section 8.0, the “**Work**”). Before the commencement of the Work, the Owner shall submit all plans, designs and specifications for the Work for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. The Owner shall not commence or cause the Work to be commenced before receiving the written approval of the Trust of the plans, designs and specifications for the Work and the Work shall be performed in accordance with the approved plans, designs and specifications and upon such terms and conditions as the Trust may stipulate. The Owner shall cause the Work to be commenced within thirty (30) days of its approval by the Trust and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond its control or the scope of the Work prevent completion within nine (9) months.

8.4 Reconstruction by Trust

8.4.1 In the event that the Owner does not submit a request to demolish the Building or the request to demolish is refused by the Trust and the Owner subsequently fails to submit plans, drawings and specifications for the Work within the period stipulated in section 8.3 which are acceptable to the Trust then the Trust may at its option prepare its own plans, drawings and specifications for the Work (herein the “**Trust’s Plans**”) and shall deliver a set of the Trust’s Plans to the Owner. The Owner shall have thirty (30) days from receiving the Trust’s Plans to notify the Trust in writing that it intends to undertake the Work in accordance with Trust’s Plans. If the Owner does not so notify the Trust within the said thirty (30) days, the Trust may (but shall not be obligated to) undertake the Work up to the value of any insurance proceeds receivable by the Owner in respect of the Building and of any additional amount that the Trust is prepared to contribute to effect a partial or complete restoration of the Heritage Features. The Owner shall reimburse the Trust for any expenses incurred by the Trust in undertaking the Work, including any professional or consulting costs reasonably incurred in connection with the Work to an amount not to exceed any insurance proceeds receivable by the Owner in respect of the damage to or destruction of the Building.

8.4.2 The Owner grants to the Trust the right and licence to enter and occupy the Property and the Building or such part or parts thereof that the Trust acting reasonably considers necessary or convenient for the Trust and its forces to undertake and complete the Work (herein the “**Licence**”). The Licence shall be exercisable by the Trust on the commencement of any Work undertaken by the Trust and shall terminate when such Work has been completed.

8.4.3 In the event that the Trust does not submit to the Owner the Trust’s Plans or does not proceed with the Work within sixty (60) days after it becomes so entitled, except where it is prevented from so doing by any act or omission of the Owner or any tenant or agent of the Owner, or by any other factors beyond its control, the Trust’s right to undertake the Work shall automatically terminate and the Owner shall be entitled to retain any insurance proceeds in respect of the damage to or destruction of the Building.

9.0 **INSPECTION AND PUBLIC VIEWING**

9.1 Inspection

The Trust or its representatives shall be permitted at all reasonable times during normal business hours to enter upon and inspect the Property, the Building, and the Heritage Features located inside the Building, upon giving at least forty-eight (48) hours prior written notice to the Owner.

9.2 Public Viewing

The Owner shall ensure that reasonable public access is available to the Property on a regular basis during normal business hours to permit public appreciation and interpretation of the Heritage Features, subject to such reasonable restrictions on public access to the interior of the Building as the Owner may require for business, privacy or security reasons.

10.0 **REMEDIES OF TRUST**

10.1 Notice of Default

If the Trust, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of its duties or obligations set out in this Agreement, the Trust may, in addition to any of its other legal or equitable remedies, give the Owner written notice setting out particulars of the Owner’s default and the actions required to remedy the default. The Owner shall have thirty (30) days from receipt of such notice to remedy the default in the manner specified by the Trust or to make other arrangements satisfactory to the Trust for remedying

the default within such period of time as the Trust may specify.

10.2 Trust May Rectify Default

If the Owner has not remedied the default or made other arrangements satisfactory to the Trust for remedying the default within the time specified in section 10.1, or if the Owner does not carry out the arrangements to remedy the default within the period of time specified by the Trust, the Trust may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Trust for any expenses incurred thereby. Such expenses incurred by the Trust shall, until paid to it by the Owner, be a debt owed by the Owner to the Trust and recoverable by the Trust by action in a court of law. The provisions of subsection 8.4.2 shall apply with all necessary changes required by the context to any entry by the Trust onto the Property to remedy the default.

10.3 Other Remedies

As damages based upon market value may not be adequate or effective to compensate for destruction of or restoration of the Heritage Features as they existed prior to default or breach of the Agreement, the parties agree that:

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

11.0 **NOTICE**

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

To the Owner:

The Corporation of the City of London
 City Hall, 6th Floor
 300 Dufferin Avenue
 London, Ontario N6A 4L9
Attention: Bill Warner, Manager Realty
 Services
 Fax: 519-661-5087

To the Trust:

Ontario Heritage Trust
 10 Adelaide Street East
 Toronto ON M5C 1J3

Attention: Easements Program

Fax: 416-325-5071

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

12.0 **PLAQUE AND PUBLICITY**

- 12.1 The Owner agrees to allow the Trust, at its expense, to erect a plaque on the Building or the Property, in a tasteful manner and in such location as the Trust and the Owner may mutually determine, acting reasonably, indicating that the Trust holds a heritage conservation agreement on the Property. The Owner also agrees to allow the Trust to publicize the existence of the Agreement and the Heritage Features in its publications, educational materials, website and research databases.

13.0 **GENERAL**

13.1 Waiver

The failure of the Trust at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the Trust of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the Trust.

13.2 Extension of Time

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

13.3 Severability of Covenants

All covenants, easements and restrictions contained in this Agreement shall be severable, and should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the validity and enforceability of the remaining covenants, easements and restrictions shall not be affected.

13.4 Costs

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

13.5 Entirety

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

13.6 Subsequent Instruments

Notice of this Agreement shall be inserted by the Owner in any subsequent deed, lease or other legal instrument by which it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises and the tenant or licensee has no authority to alter such Heritage Features.

13.7 Notification of Transfer of Title or Possession

The Owner shall immediately notify the Trust in the event that it transfers either the fee simple title to or its possessory interest in the whole or any part of the Property or the Building, provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Building, retains responsibility for the alteration of any Heritage Features forming part of the licensed or leased premises, and the tenant or licensee has no authority to alter such Heritage Features.

13.8 Agreement to Run with the Property

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

13.9 Priority and Postponement

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

13.10 Assignment

The Trust may assign all of its interest in this Agreement to any person in accordance with section 22(3) of the Act. The Trust shall not be liable to the Owner for any breach or default in the obligations owed to the Owner under this Agreement committed after notice of the assignment of this Agreement has been given to the Owner.

13.11 Owner Not Liable

No person who is an Owner shall be liable to the Trust for any breach of or default in the obligations of the Owner owed to the Trust under this Agreement committed after the registration of a transfer by such person of that person's entire interest in the Property to another person, provided that the Owner has delivered to the Trust notice of such transfer and an acknowledgement and assumption executed by the new registered owner, acknowledging the priority of this Agreement and the interest of the Trust, and assuming the obligations of the Owner under this Agreement.

13.12 Gender, Number and Joint and Several

Words importing the masculine gender include the feminine or neutral gender and words in the singular include the plural, and *vice versa*. Whenever the Owner comprises more than one person, the Owner's obligations in this Agreement shall be joint and several.

13.13 Circumstances Beyond the Control of Either Party

Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the Trust and the Owner including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other civil insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

13.14 Headings

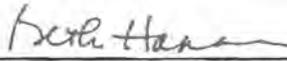
The headings in the body of this Agreement form no part of the Agreement but are inserted for convenience of reference.

13.15 Counterparts

This Agreement may be executed by the parties in one or more counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Each of the parties hereto agree that this Agreement may be delivered, once executed, by facsimile transmission (and the executed version of this Agreement delivered by facsimile transmission shall have the same force and effect as if it were originally executed and personally delivered) and that a photocopy of facsimile copy of the Agreement may be relied upon by all parties that have signed the Agreement to the same extent as if it were an original executed version addressed specifically to each of them. Notwithstanding the foregoing, at the request of a party, the parties shall exchange originally signed copies of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the date first written above.

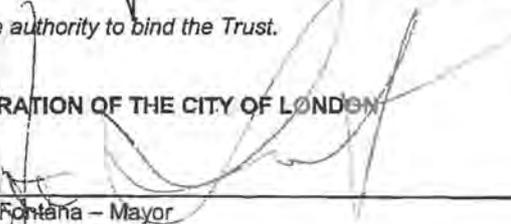
ONTARIO HERITAGE TRUST

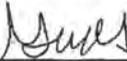
Per: 
Beth Hanna – Executive Director

Per: 
Sean Fraser – Director, Heritage Programs and Operations

We have authority to bind the Trust.

CORPORATION OF THE CITY OF LONDON

Per: 
Joe Fontana – Mayor

Per: 
Catharine Saunders – City Clerk

We have authority to bind the Corporation.

CITY SOLICITORS OFFICE CITY OF LONDON	
DATE: <u>Nov 14 2014</u>	
APPROVED AS TO FORM ONLY	

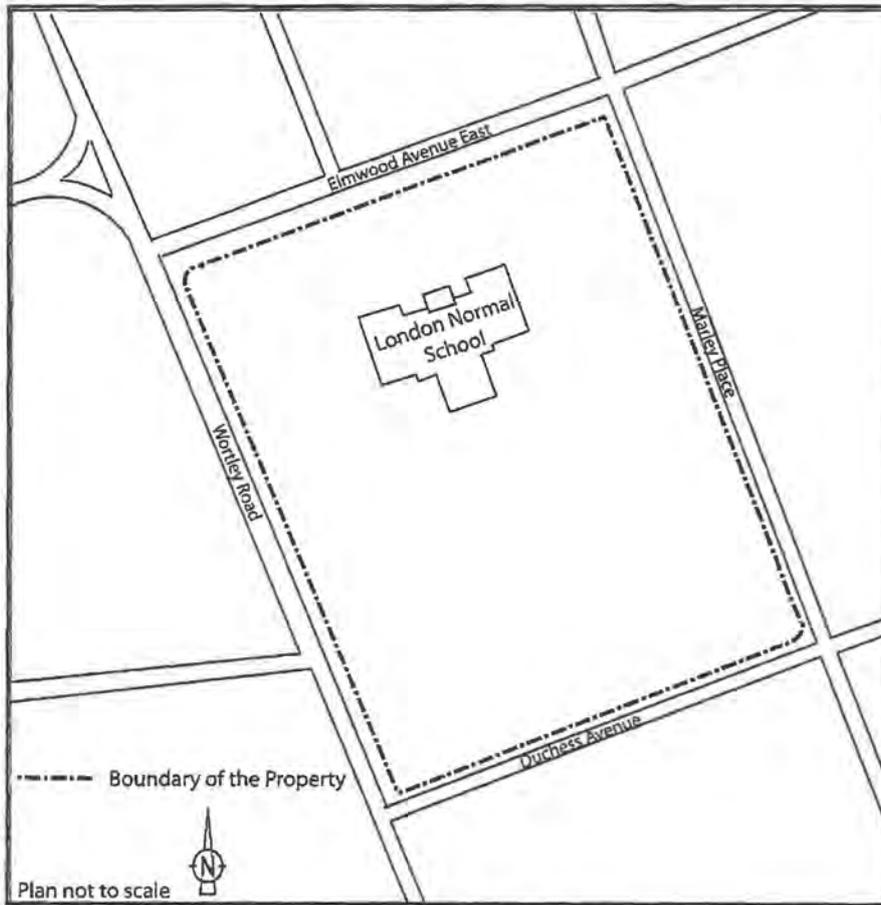
SCHEDULE "A1"

DESCRIPTION OF THE PROPERTY

PIN 08375-0115 (LT) being Block A, Plan 438(4th), Lots 7, 8, 9 & 10 & part of Lot 11, Plan 1(4th) East of Wortley Road, Lots 7, 8, 9 & 10 & part of Lot 11, Plan 1(4th) West of Marley Place, as in 696151; City of London

SCHEDULE "A2"

SITE PLAN OF THE PROPERTY



SCHEDULE "B1"

STATEMENT OF CULTURAL HERITAGE VALUE

DESCRIPTION OF HISTORIC PLACE:

The London Normal School is located at 165 Elmwood Avenue East in the City of London. It sits on a rectangular-shaped two-and-a-half hectare (five-acre) city block bounded by Elmwood Avenue East, Wortley Road, Marley Place, and Duchess Avenue. The two-and-a-half storey, central tower, red-brick building was designed in the High Victorian style by provincial architect Francis R. Heaks (1858-1930) and constructed in 1898-99. The property is designated by the City of London under Section 29 of the *Ontario Heritage Act* (Bylaw L.S.P.-2917501).

STATEMENT OF PROVINCIAL SIGNIFICANCE:

Under Criterion 1 of Ontario Regulation 10/06 (*the property represents or demonstrates a theme or pattern in Ontario's history*), the London Normal School is provincially significant. The London Normal School is associated with the provincial theme of education; specifically it demonstrates the reformation of Ontario's educational system and step forward in the professionalization of teacher training. With Ontario's economy rapidly industrializing and few students completing secondary school, the provincial government determined that a more educated workforce was needed. Part of this problem was addressed by developing a more centralized and formal teacher training program as many primary and secondary schools employed teachers who lacked formal qualifications. The opening of Normal schools in strategic locations in the province improved the qualifications of teachers by providing academic, practical and professional training. The London Normal School was opened in 1900 to accommodate students in the province's southwestern region.

Under Criterion 4 (*the property is of aesthetic, visual or contextual importance to the province*), the London Normal School is provincially significant as a remarkably intact example of a late Victorian government showcase building. Eclectic in style, the architecture incorporates Gothic Revival, Romanesque and Flemish Revival elements. It features an imposing, symmetrical front elevation with a square 40-meter high central tower. Properties chosen as sites for new normal schools were generally spacious and located in upscale neighbourhoods. The London Normal School is located on a park-like five-acre city block surrounded by streets of well designed contemporary housing. Its park-like setting and open space enhances the imposing presence of this building with views of the south (rear) elevation from throughout the open space. The London Normal School is the only provincial normal school to retain significant elements of the original neighbourhood character.

HERITAGE VALUE:

Historic Value:

The London Normal School opened in 1900 and was the third of seven normal schools opened by the provincial government between 1847 and 1909. Normal schools were introduced in Upper Canada (Ontario) as a result of Egerton Ryerson's *School's Act* of 1846. They were a precursor to teachers' colleges and greatly improved the professional qualifications of teacher training. Prior to the opening of the London Normal School in 1900, there were only two normal schools in the province – at Toronto and Ottawa. Therefore, teacher training still remained highly decentralized as most teachers attended a county model school where they obtained a Third Class Teaching Certificate. With the two normal schools at Toronto and Ottawa, locating a new school in the southwest was necessary and alleviated some of the issues around the shortage of qualified teachers in that part of the province.

The decision to locate this new school in London was influenced and supported by Ontario Premier George William Ross, a former teacher, school inspector, Minister of Education and education reform advocate; local MPP Colonel F. B. Leys; and chair of the London Board of Education Dr. C.T. Campbell. They had promoted London as a desirable site owing to its location, size, and excellent educational facilities. The site was also close to the London Street Railway Belt Line and in a neighbourhood with many large homes that could be used as boarding houses for out-of-town students. The educational influence of the London Normal School can be measured by the over 12,000 teachers that graduated between 1900-1958 and the hundreds of thousands of students who were educated by teachers who graduated from the Normal School.

In 1953 all normal schools were renamed teachers' colleges and in 1958 a new teachers' college affiliated with the University of Western Ontario (now Western University) was opened and this facility closed. The building operated as a junior high school until 1963 when it was converted to the London Board of Education's headquarters. The building was subsequently sold to the Ministry of Government Services and then to the London District Catholic School Board.

Architectural Value:

The London Normal School is one of five normal schools (four are still standing) designed by Provincial Architect Francis R. Heakes. Heakes designed four other Normal Schools to a common plan in Peterborough (1908), Stratford (1908), Hamilton (1908, demolished) and North Bay (1909). A number of large-scale public buildings were designed under Heakes' supervision including district courthouses and registry offices located across the province. Heakes' design for the London Normal School is significant as an example of High Victorian public architecture. The design of the London Normal School borrows from different architectural styles including Romanesque, Gothic and Flemish Revival. The application of this variety of architectural styles gives the building its overall eclectic look. Romanesque elements are utilized on the main entrance's heavy rounded-arch supported by rusticated stone ashlar base with columns topped with carvings. The Flemish Revival influence can be seen in the alternating rusticated sandstone quoins framing the windows, the gabled frontispiece on the east and west elevations and the use of stepped gables. Heakes described his design of the London Normal School as "modernized French gothic" and the Gothic inspiration can be seen in the rose windows, pinnacles and finials.

The plan of the London Normal School forms a "T" shape and is accented by a multi-gable slate roof topped with three octagonal ventilator cupolas. The symmetrical façade (north elevation) is elaborately decorated with a central 40 metre tall square tower. This north entrance was reserved for the use of teachers and visitors. The east and west elevation were used for segregated male and female student entrances and are quite understated in comparison.

The London Normal School's fenestration pattern is significant and includes large square and rectangular and round-headed windows grouped in pairs, threes and fours, paired arched windows, square punch windows, oculus and rose windows. Many of the windows have retained their original wood storms.

The high rusticated foundations are of Credit Valley sandstone, which is rare in southwestern Ontario due to the expense associated with transporting the materials. The decorative stone and brick details of the exterior of the London Normal School are also noteworthy and include the brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds with a stone label stop, the elaborate stone voussoir and spandrel decorated with filigree sandstone carving at the north entrance and the brick pilasters that separate the tripartite windows. A dropped metal dentilated cornice decorates portions of the north, east and west elevations.

The interior of the building is symmetrically organized around a grand divided staircase and features original patterned tin ceiling tiles and unusually tall wood wainscoting in the hallways. Significant woodwork includes the floors, wainscoting, doors and door surrounds, newel posts, banister and railings. The interior also features curved wood and mottled glass office partitions.

Contextual Value:

Located at 165 Elmwood Avenue East, the London Normal School is a prominent visual landmark in the community. The building is situated in a residential area in Wortley Village in the historic community of Old South London and the school can be seen from all angles in the neighbourhood. Sites for the province's normal schools were usually spacious, located in upscale neighbourhoods whose well-designed large homes provided a suitable setting. There are several mature trees located throughout the property and along its perimeter and the sidewalks leading to the student and teacher entrances follow a pattern similar to the original planned walkways.

SCHEDULE "B2"

HERITAGE FEATURES

The Heritage Features of the Property referred to in this Agreement are comprised of the following:

- (a) the exterior of the Building; and
- (b) the select interior areas of the Building shown shaded on the floor plan(s) attached as Schedule "B3"
- (c) the grounds

They include, but are not limited to, the following highlighted elements of the exterior and interior of the Building which contribute to its heritage value:

Exterior of the London Normal School:

- Axial symmetry of the building plan
- "T" shape building footprint
- Axial symmetry of the north elevation (main façade) with a central 40-metre tower and flanking bays
- Multi-gable slate roof
- Three octagonal roof ventilators
- Overall fenestration pattern, wood windows and accompanying wood storms
- Oversized windows with their original system of one-over-one wood-sash windows with a transom and the accompanying multi-paned storms (east, west and north elevations), the varied sizes and shapes of the wood windows on the south elevation
- Decorative stone and brick details on all elevations: brick diaper-work on the tower and blind transoms, gauged brickwork drip moulds, label stops, crockets and finials, brick pilasters that separate the tripartite windows
- Red mortar joints in the brickwork
- Metal dentilated dropped cornice decorates portions of the north, east and west elevations
- North elevation's square tower decorated with banding dividing the tower into thirds:
 - Elaborate base with Romanesque rounded-arched main entrance with a stone voussoir and spandrel decorated with filigree sandstone carving, arch supported by a heavy rusticated stone ashlar base with columns topped with carvings supporting a jamb shaft that is capped with finials, main wood double entrance doors with transom and sidelights
 - The middle section features paired and single square-headed, trefoil-arched and oculus windows
 - The uppermost portion has an open belfry, brick diaper-work, rose windows, finials, metal cornice and is topped with a four-sided slate roof tower.
- Symmetrical wings flanking tower on the north elevation:
 - Recessed bays: tripartite square-headed windows and tripartite rounded-arched windows separated with brick pilasters topped with a capital and a rounded-arch surround topped with a corbel.
 - Projecting bays: two rows of square-headed windows grouped in four, pair of round-headed windows with an oculus in the gable, alternating rusticated sandstone quoins frame the windows, the roofline is a stepped gable topped with a finial.
- East and west elevations (student entrances):
 - Flemish Revival influence seen in the alternating rusticated sandstone quoins framing the oversized windows, the stepped gabled frontispiece and gauged brickwork drip moulds with a stone label stop
 - The off-centre entrance is enclosed with a simple Romanesque rounded-arched,
 - A rose window is set within a rounded arch niche in the gable
- South elevation: projecting assembly hall wing that give the building its "T" shape, two large paneled brick chimneys flank the assembly hall wing, brick window surrounds and blind oculus windows

Interior features of the London Normal School:

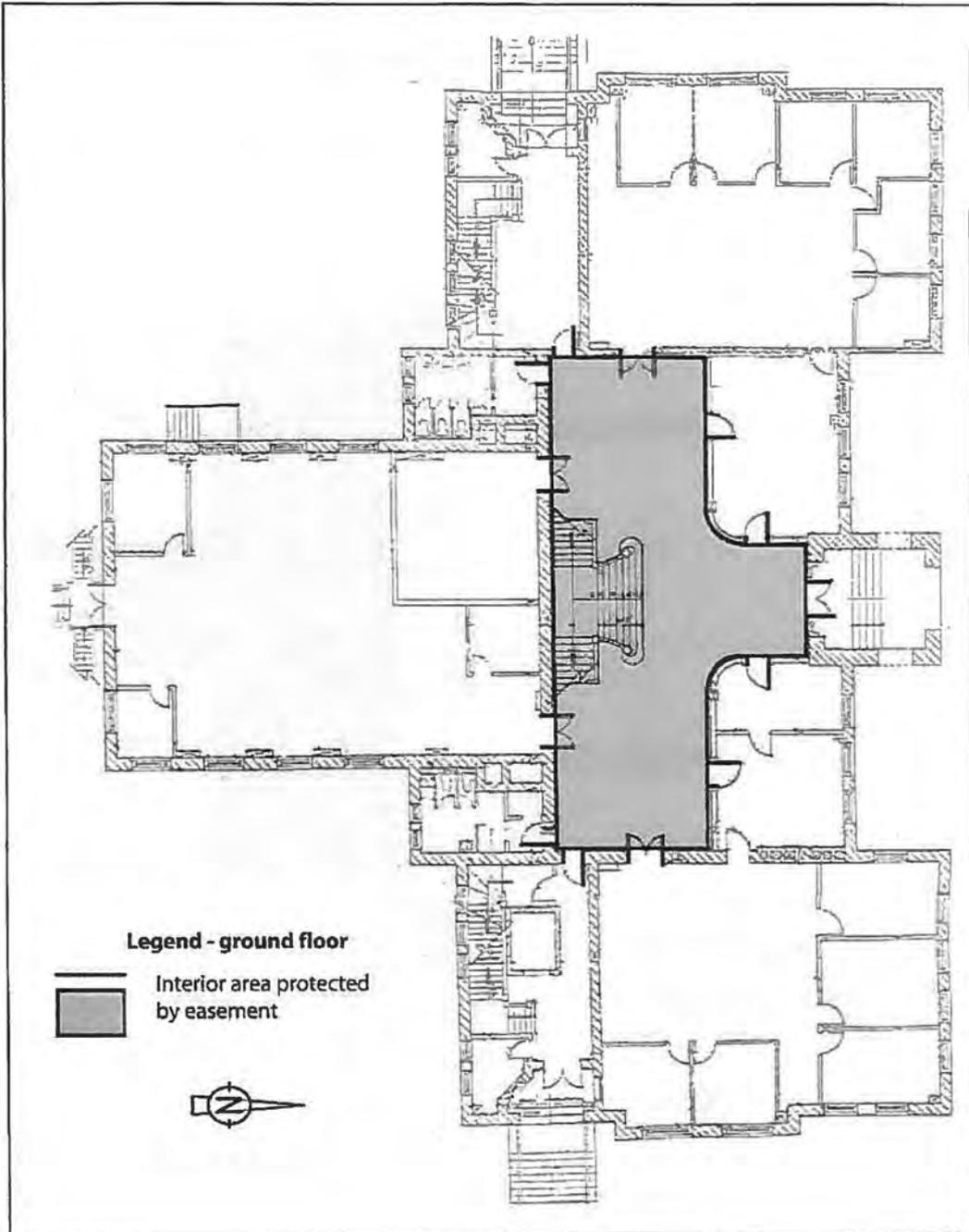
- Symmetrical layout
- Grand central staircase with decorative wood newel posts, banister and railings
- Woodwork including the floors, wainscoting and door surrounds
- Main wood double entrance doors with transom and sidelights
- Curved wood and mottled glass office partitions
- Patterned tin ceiling tiles

Features of the grounds of the London Normal School:

- Location on a rectangular, park-like two-and-a-half hectare block
- Mature trees located throughout the grounds and on the perimeter of the property
- Historic walkway pattern leading to the student and teacher entrances
- Views of the south (rear) elevation from throughout the open space
- Clear unobstructed views of all four elevations

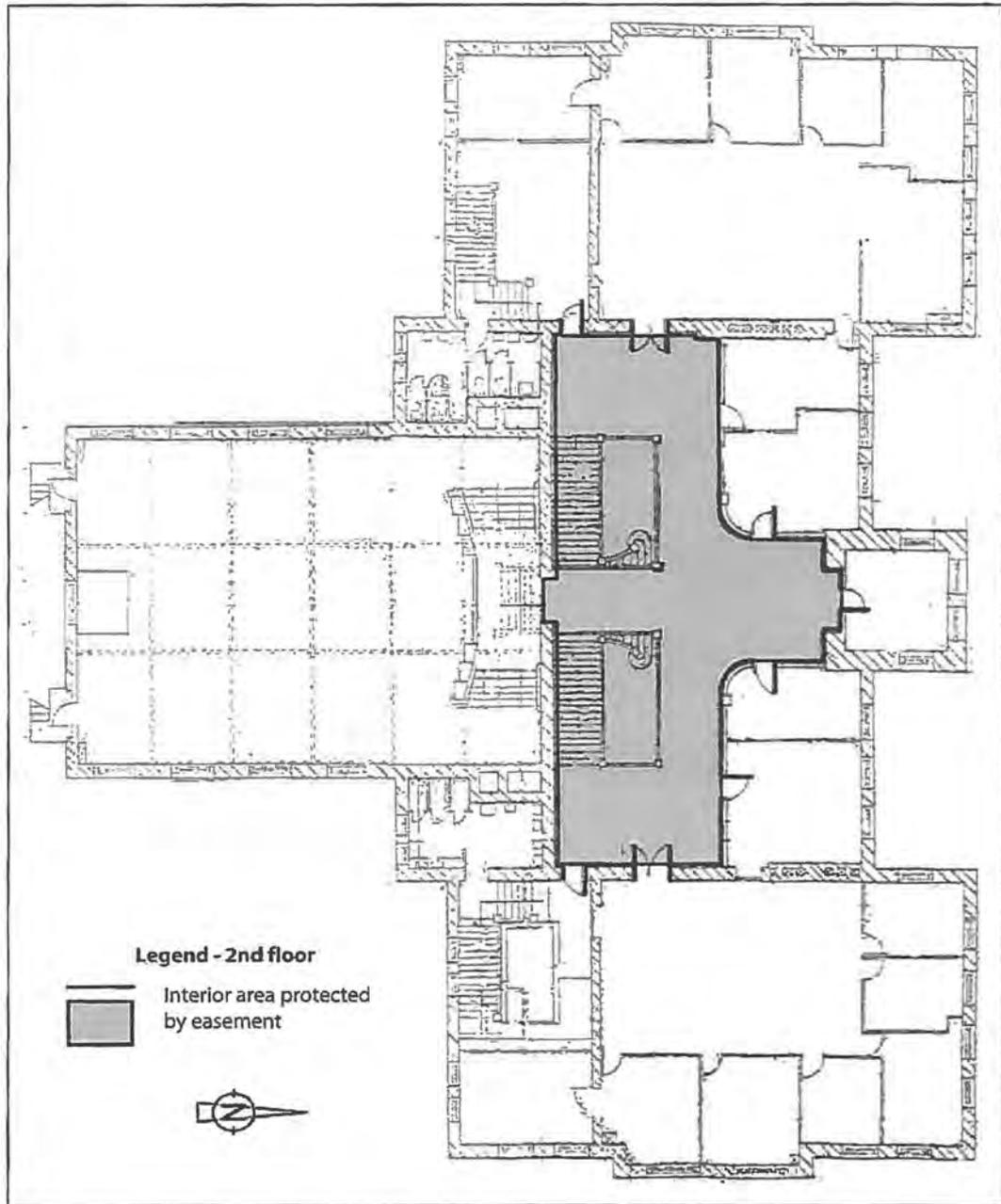
SCHEDULE "B3"

INTERIOR FLOOR PLAN - GROUND FLOOR



SCHEDULE "B3"

INTERIOR FLOOR PLAN - 2nd FLOOR



SCHEDULE "C"

BASELINE DOCUMENTATION REPORT OUTLINE

A Baseline Documentation Report (BDR) is the document used by the Ontario Heritage Trust and the owner of a Trust easement property to identify the specific heritage character and condition of a property at the time the heritage conservation easement is established or at an agreed upon time thereafter.

The BDR provides the Trust and the owner with a permanent record of the built heritage resources located on an easement property. It is a separate document, completed after the easement agreement is executed, and which forms a legal reference under the agreement (Section 2.2). Its main purpose is to establish the initial benchmark against which future monitoring of the property is conducted by the Trust. It is the datum against which the maintenance requirement of the easement is measured and is the mechanism by which pre-existing alterations or acknowledged property conditions can be authenticated.

There are a number of internationally accepted formatting and archival standards for architectural documentation including: The Library of Congress, HABS/HAER Field Book (U.S. Parks Service), Public Works Government Services Canada - Heritage Conservation Program, and many others. These organizations standardize information for a number of reasons such as accessibility, conservation, completeness of recording and archival stability. By incorporating the best features of these standards with the legal requirements of the easement agreement, the Trust has developed the following Baseline Documentation Report (BDR) Outline which is used at the Ontario Heritage Trust for cultural heritage easement agreements.

- A. Preface**
The purpose of the BDR as well as the legal context, author/contributors, summary of property data is included here.
- B. Statement of Cultural Heritage Value**
This is a narrative explanation of the historical, architectural and contextual significance and heritage value of the property. The Character Defining Features embody this significance and are described in greater detail. This section will also include sources and property evolution/ history of alterations.
- C. Site Plan/Aerial Photograph**
This plan/image should identify the physical boundaries of the property, the adjacent streets, access and the urban or natural context of the property. It should also be a scaled plan based on a survey for greatest accuracy.
- D. Condition Report**
This component of the BDR clarifies the various architectural systems and physical condition, with textual descriptions of the materials and construction. The BDR shall record all existing signs and fixtures currently located on the Property and the exterior of the Building. This report should identify any major pre-existing deficiencies and cross reference them to the plans and / or photos.
- E. Photographic Key Plan**
The location and orientation of the camera including the angle relative to the horizon is useful information in re-establishing the views for subsequent monitoring. All images in the BDR should be referenced on the photo key plans(s).
- F. Photographs**
Two types of photographs are used to visually document the heritage resource.

Black and White Photography

This film type is relatively stable if stored properly. It captures the texture and form of a property much better than colour film. Where necessary, large or medium format photography may be the preferred method of capturing a space or architectural feature. All photography should be as free as possible from optical distortion (i.e. perspective). The ideal elevations are orthogonal though this is not always possible owing to tight geometry and physical access to a property.

Colour Photography

This film captures patina, materials and subtleties of hue that may not be seen in black and white photography. If colour corrected, this medium can provide excellent reference for true colour which may also be provided with Munsell or other well recognized colour reference information. Otherwise the same issues apply as for black and white photography.

- G. Architectural Drawings**
These may include plans, elevations, sections, and other architectural drawings available and relevant to the Heritage Character Defining Features.
- H. Acknowledgement Page**
This form is signed and dated by the owner and the Trust. It indicates that both parties agree that the contents of the BDR are accurate to a given date.
- I. Legal Context**
A copy of the entire registered easement agreement is included as an appendix at the back of the BDR.
- J. Copies**
All of the material is then recorded on an archival quality CD/DVD and included in the BDR as well. It is recognized that this is not a particularly stable format even when kept in the best archival quality CD/DVD sleeve but it is better than not being included. As stipulated in the easement agreement, a hardcopy of the BDR is deposited with the provincial archives.

A Baseline Documentation Report must be prepared by heritage professionals who have expertise in documenting and assessing heritage resources, their condition and their significance.

SCHEDULE "D"

STANDARDS FOR THE CONSERVATION OF HISTORIC PLACES IN CANADA**General Standards for Preservation, Rehabilitation and Restoration**

1. Conserve the *heritage value*¹ of an *historic place*. Do not remove, replace or substantially alter its intact or repairable *character defining elements*. Do not move a part of an historic place if its current location is a character-defining element.
2. Conserve changes to an *historic place* that, over time, have become *character-defining elements* in their own right.
3. Conserve *heritage value* by adopting an approach calling for *minimal intervention*.
4. Recognize each *historic place* as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.
5. Find a use for an *historic place* that requires minimal or no change to its *character-defining elements*.
6. Protect and, if necessary, stabilize an *historic place* until any subsequent *intervention* is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.
7. Evaluate the existing condition of *character-defining elements* to determine the appropriate *intervention* needed. Use the gentlest means possible for any intervention. Respect *heritage value* when undertaking an intervention.
8. Maintain *character-defining elements* on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving *prototypes*.
9. Make any *intervention* needed to preserve *character-defining elements* physically and visually compatible with the *historic place* and identifiable on close inspection. Document any intervention for future reference.

Additional Standards Relating to Rehabilitation

10. Repair rather than replace *character-defining elements*. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the *historic place*.
11. Conserve the *heritage value* and *character-defining elements* when creating any new additions to an *historic place* or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.
12. Create any new additions or related new construction so that the essential form and integrity of an *historic place* will not be impaired if the new work is removed in the future.

Additional Standards Relating to Restoration

13. Repair rather than replace *character-defining elements* from the *restoration* period. Where character-defining elements are too severely deteriorated to repair and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements.
14. Replace missing features from the *restoration* period with new features whose forms, materials and detailing are based on sufficient physical, documentary and/or oral evidence.

The complete *Standards and Guidelines for the Conservation of Historic Places in Canada* (2010) may be obtained from the Trust or may be found on the internet at www.historicplaces.ca (or such other website). The *Standards and Guidelines*, a Federal, Provincial and Territorial collaboration, are published by the Government of Canada (ISBN 978-1-100-15952-2) under the administration of Parks Canada.

¹ Definitions of italicized words and phrases are set out in the Glossary Included in the 'Standards and Guidelines for the Conservation of Historic Places in Canada'

