



*150 ELGIN STREET DEVELOPMENT (PROPOSED) VIEW FROM SOUTH-EAST*

150 ELGIN STREET DEVELOPMENT  
**CULTURAL HERITAGE IMPACT  
STATEMENT**

PREPARED FOR MORGUARD INVESTMENTS LTD  
BY BARRY PADOLSKY ASSOCIATES INC. ARCHITECTS,  
URBAN DESIGN, AND HERITAGE CONSULTANTS  
FEBRUARY 24, 2012 (REVISED)



150 ELGIN STREET DEVELOPMENT (PROPOSED) VIEW FROM NORTH-EAST

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*150 ELGIN DEVELOPMENT (PROPOSED) SHOWING GRANT HOUSE AND FIRST BAPTIST CHURCH*

## A) INTRODUCTION

Barry Padolsky Associates Inc. Architects has undertaken a review of the impact of the proposed 150 Elgin Development on the heritage value of the Grant House, a property designated by the City of Ottawa under Part IV of the Ontario Heritage Act.

This review has given regard to the following key policy documents:

1. Statement of Reason for Designation - Grant House 1982;
2. Standards and Guidelines for Conservation of Historic Places in Canada (Parks Canada);
3. Draft Heritage Easement Agreement 150 Elgin; and
4. Well Preserved: The Ontario Heritage Foundation's Manual of Principles and Practice for Architectural Conservation.

The review is based on the following design proposal documents:

1. Architectural Development Plans (DCYSA Architects, February 2012);
2. Planning Report for 150 Elgin Street (Fotenn Planning and Design, June 2011);
3. Structural Report (Adjeleian Allen Rubeli Ltd. August 18, 2011); and
4. Building Envelope Report (Morrison Hershfield Limited, April 2006).



*RESIDENTIAL EXAMPLES OF SECOND EMPIRE STYLE (CANADA & USA)*

## B) CULTURAL HERITAGE VALUE

The Grant House at 150 Elgin Street was designated by the City of Ottawa under Part IV of the Ontario Heritage Act in 1982. The building was recommended for designation for its architectural and heritage value.

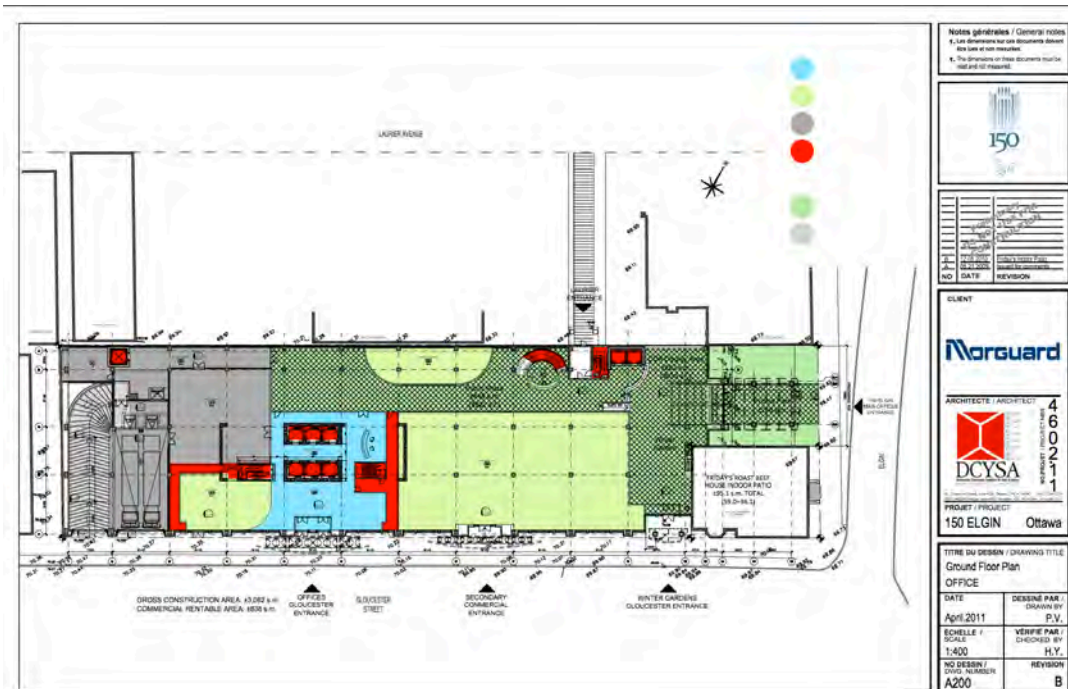
Grant House is representative of the Second Empire style, made fashionable in France during the reign of Napoleon III (1852-1870) and subtly reflected in Canada's Neo Gothic Parliament buildings, particularly the East Block (1859-1866). The Second Empire style features a classical composition, richly detailed decoration, and the characteristic mansard roof.

Grant House, a two-and-a-half-storey brick residence, was constructed in 1875 with a one-and-a-half-storey rear extension. It has a prominent projecting entrance and a mansard roof pierced by gable dormers. It features bracketed eaves and modified ogee arched windows.

Grant House is a prominent example of the opulent post-Confederation development typical along Elgin Street and Metcalfe Street. It is associated with its first owners, Dr. James Grant and his wife Maria. The design of the residence is attributed to Bradish Billings (1783-1864).



VIEW FROM ELGIN STREET SHOWING PARKETTE AND ENTRANCE TO WINTER GARDEN



GROUND FLOOR/SITE PLAN

C) DEVELOPMENT PROPOSAL

Morguard Investments Ltd. has submitted a development proposal to the City of Ottawa for Site Plan Control Approval. The proposal includes a twenty-one-storey office building, three levels of underground parking, ground floor commercial, and a three-storey publicly accessible Winter Garden that integrates the Grant House.

The details of the development proposal are described in the Fotenn Report and the DCYSA Architects Design Documents.



*BIRD'S EYE VIEW FROM SOUTH-EAST*

## D) CULTURAL HERITAGE IMPACT

We have reviewed the development proposal and assessed its impact on the cultural heritage value of the Grant House under the criteria outlined below:

### Massing

The massing of the proposed redevelopment is stepped down from west to east to create a transition in height between the twenty-one-storey office tower (approximately 90m high) and the Grant House (approximately 12.5m high). Two intervening steps, the six-storey podium and the three-storey Winter Garden (approximately 14m high), contribute to the visual transition.

From Elgin Street, the Grant House is permitted to dominate the foreground views with the office tower (and the existing Bell Canada Building) serving as part of the background “high-rise” cityscape.

The visual “reading” of the Grant House as a strong 3-dimensional mass that anchors the historic corner of Elgin and Gloucester streets is accentuated by the setback of the façades of the Winter Garden from Elgin Street and Gloucester Street. In our opinion, the massing of the new development respects the cultural heritage values of the Grant House.



*VIEW FROM ELGIN STREET SHOWING DETAIL OF ELGIN STREET ENTRANCE TO WINTER GARDEN*

### Architectural Character

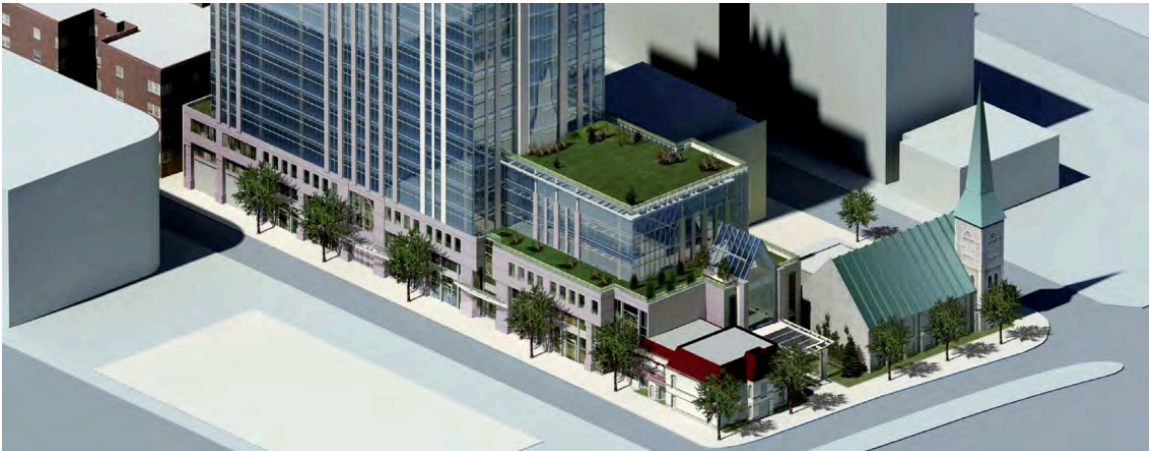
The architectural character, detailing, and materials of the proposed development immediately adjacent to the Grant House are contemporary in design and distinguishable of their own time. The predominant use of glass to enclose the Winter Garden serves as a foil to the masonry solidity of Grant House.

The introduction of a one-and-a-half-storey entrance canopy with paired columns in the Elgin Street “parkette” between Grant House and First Baptist Church leading to the Elgin Street Winter Garden entrance has sufficient openness to permit views of the north façade of Grant House as well as the south façade of First Baptist Church. The flanking masonry piers on each side of the Winter Garden entrance contribute vertical accents that acknowledge the Grant House chimneys, as well as the row of buttresses along the Elgin Street façade of the First Baptist Church.

The glazed triangular pediments above the Winter Garden entrances recall the prominent south gable end of the First Baptist Church facing the “parkette” Grant House dormer windows, and in a minor key, the Grant House dormers.



*VIEW FROM GLOUCESTER STREET SHOWING DETAIL OF GLOUCESTER STREET ENTRANCE TO WINTER GARDEN*



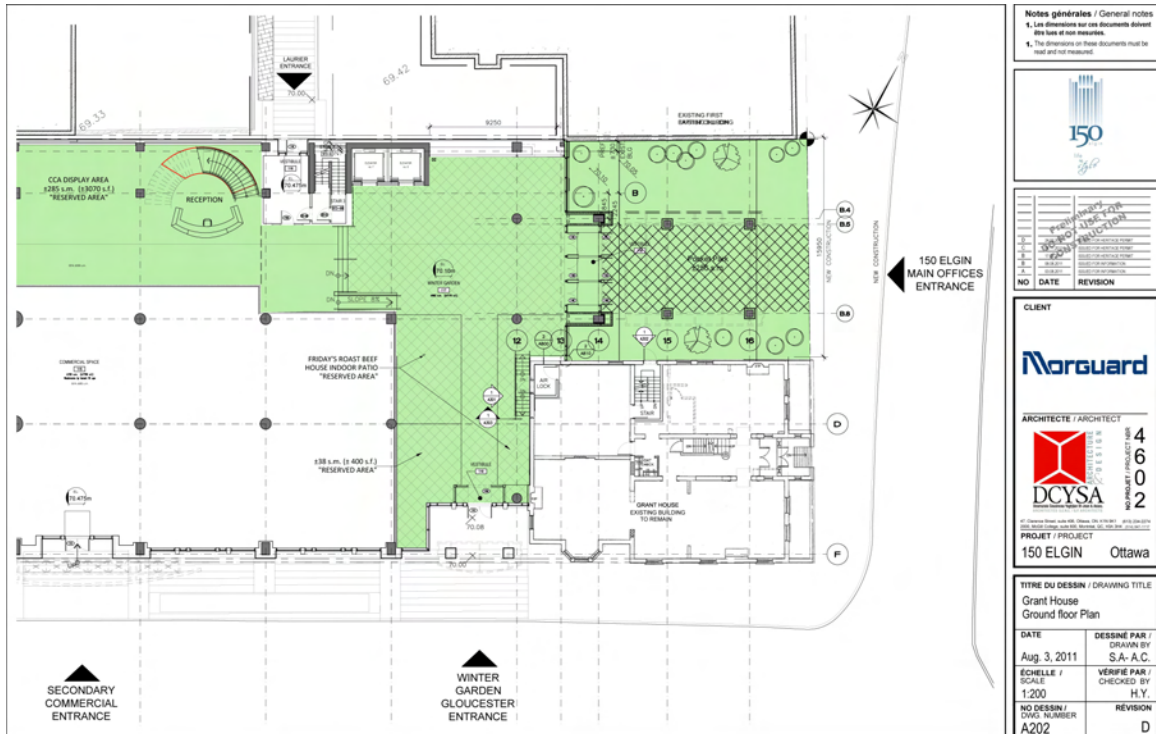
*DETAIL BIRD'S EYE VIEW SHOWING MASSING AND ARCHITECTURAL CHARACTER ALONG GLOUCESTER ST.*

### Architectural Character (Cont'd)

The use of masonry for the first three storeys of new development west of the glazed Winter Garden on Gloucester Street contributes to reading the low profile streetscape established by Grant House and First Baptist Church.

In our opinion, the architectural character of the new development respects the cultural heritage values of the Grant House.





PART GROUND FLOOR PLAN SHOWING RELATIONSHIP BETWEEN GRANT HOUSE AND WINTER GARDEN

### Grant House/Winter Garden Physical Interface

The footprint of the Winter Garden has been designed to overlap the footprint of the south portion of the one-and-one-half-storey west extension of the Grant House. This overlap varies from approximately 2.0m to 3.0m. The architectural objectives for this intervention are to increase the volume of the Winter Garden, include a portion of the Grant House inside the Winter Garden, and permit access to the Winter Garden from the ground floor of the Grant House.

The physical interface between the Winter Garden and the Grant House consists of three storey glazed curtain walls that abut and follow the profile of the Grant House masonry walls and mansard roof with no removal of heritage material.

The curtain wall glazing above the Grant House flat roof is architecturally suspended from the Winter Garden roof and designed to connect to the flat roof of the Grant House without a load-bearing function.



*GRANT HOUSE SHOWING VIEW FROM WINTER GARDEN (PROPOSED)*

The general concept of including a portion of an existing heritage building into the atrium of a new building is not without precedent and has been successfully implemented in Ottawa. Two prominent examples are:

1. The Bank of Canada Headquarters on Wellington Street, which incorporates the south portion of the historic Bank of Canada building into the multi-storey atrium facing Sparks Street.
2. The Carriageway office and retail complex on Murray Street in the By Ward Market, which incorporates the east portion of the historic Martineau Hotel into the atrium connecting the new and historic buildings.

A positive benefit of incorporating the west portion of the one-and-one-half-storey Grant House annex into the 150 Elgin Winter Garden is that it transforms the neglected “rear” of the Grant House into a “foreground” design element for the Winter Garden public space.

In our opinion, the physical interface of the new development respects the cultural heritage values of the Grant House.



*GRANT HOUSE SHOWING EXISTING CONDITIONS*

### Grant House Interventions

The proposed direct alterations to the heritage fabric of the one-and-a-half storey annex include removing a series of contemporary interventions that are unsympathetic to the heritage values of the Grant House. These include the removal of: the existing steel fire escape; the wood frame covered entrances; the second floor entrance door that cuts through the mansard roof; and the roof top mechanical equipment.

The proposed new interventions include the restoration of the full form of the original mansard roof on the west façade, the infilling of the basement exit opening with matching stone, the introduction of a new simple steel exit stair at grade on the north side of the Grant House leading to the “parkette”, and the introduction of a simple steel convenience stair with steel and glass railings from the ground floor into the Winter Garden.

In our opinion, the direct alterations to the heritage fabric respect and enhance the cultural heritage values of the Grant House.

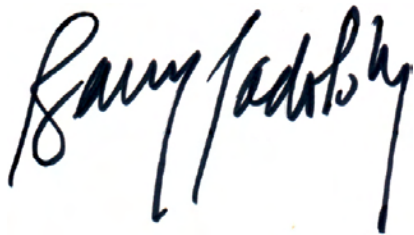
## Recommendations

It is recommended that consideration be given to introducing additional window openings on the ground floor of the west façade of the Grant House to promote improved views between the restaurant use within the Grant House and the public Winter Garden.

## Conclusion

In our opinion, the proposed redevelopment of 150 Elgin, as illustrated in the documents and architectural drawings provided, specifically in its proposed massing, architectural character, interface, and specific interventions to the Grant House, demonstrates respect and has a positive impact on the cultural heritage values of the Grant House, designated under Part IV of the Ontario Heritage Act.

Respectfully submitted



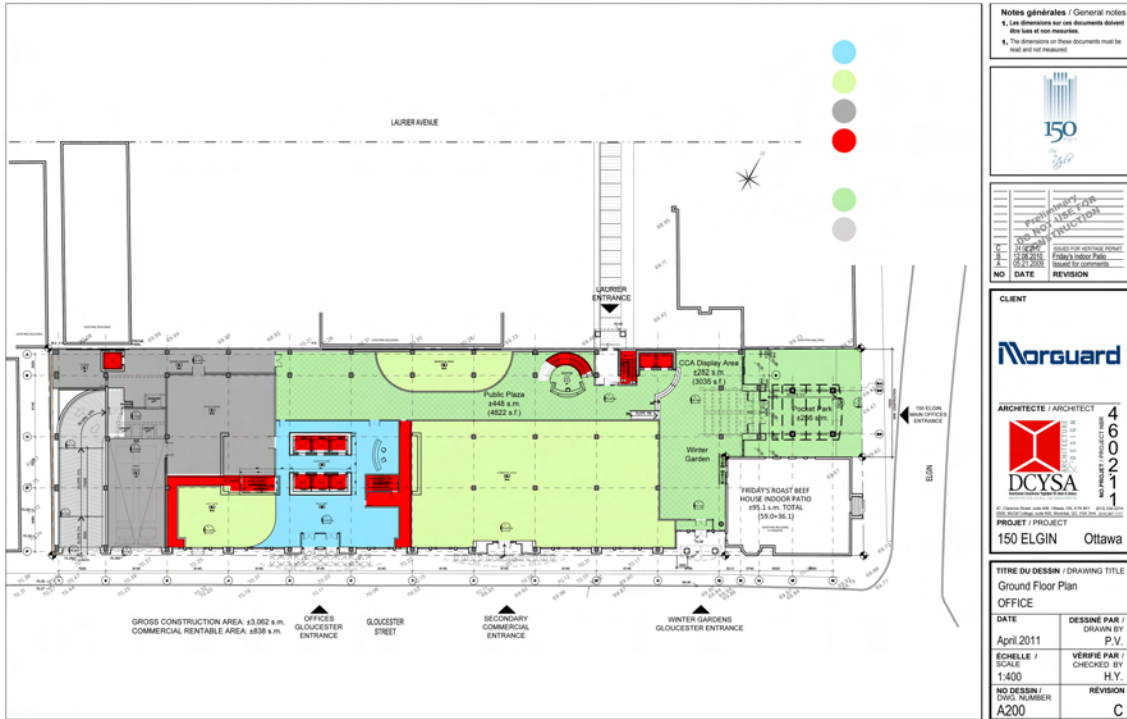
Barry Padolsky

B. Arch., M. Sc. (Urban Design), OAA, FRAIC, CAHP, RCA

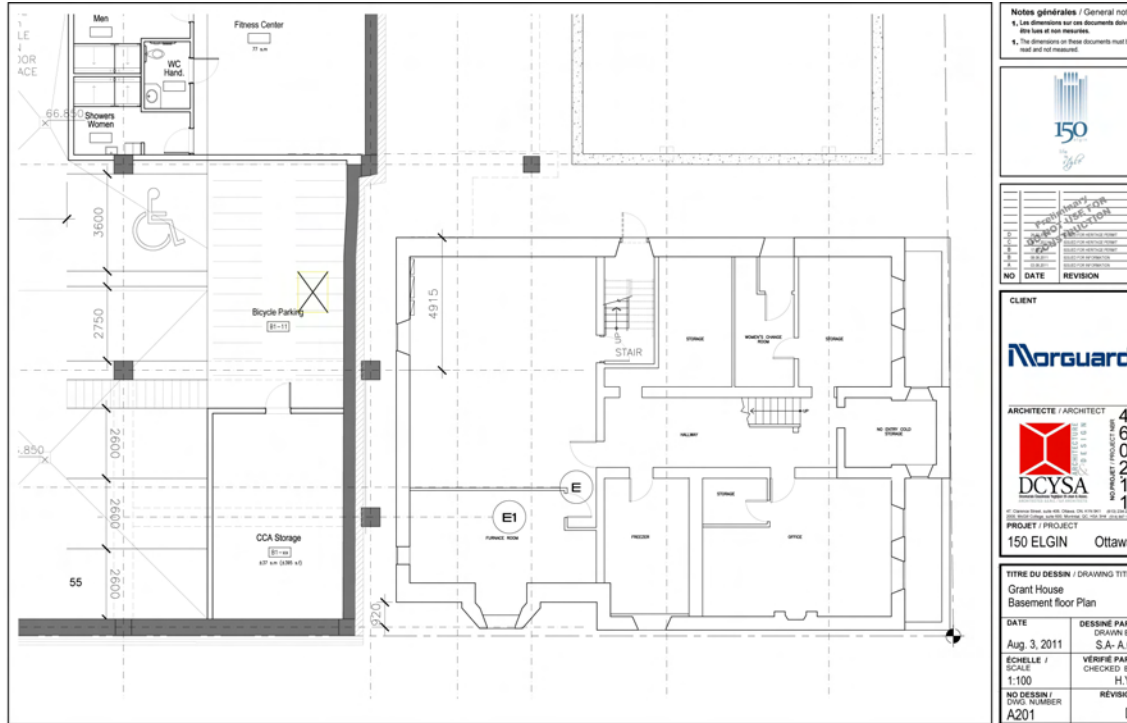


# APPENDIX “A”

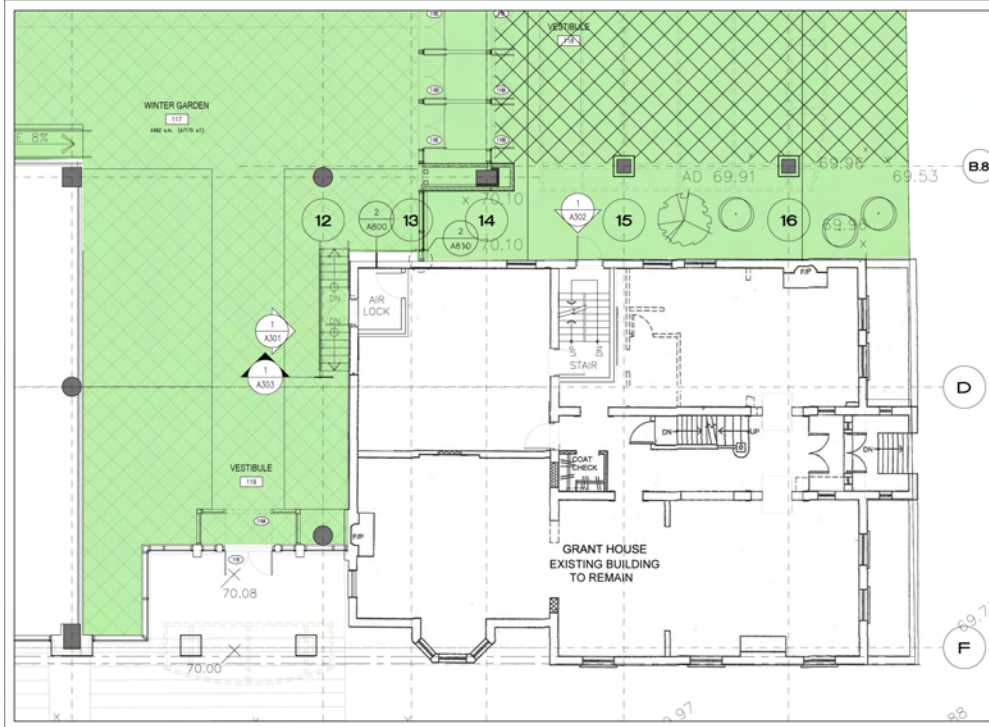
ARCHITECTURAL DRAWINGS  
(DCYSA ARCHITECTS)



Ground Floor Plan, Office



Grant House Basement Floor Plan



Grant House Ground Floor Plan

**Notes générales / General notes**  
 1. Les dimensions sur ces documents doivent être lues et non mesurées.  
 1. The dimensions on these documents must be read and not measured.

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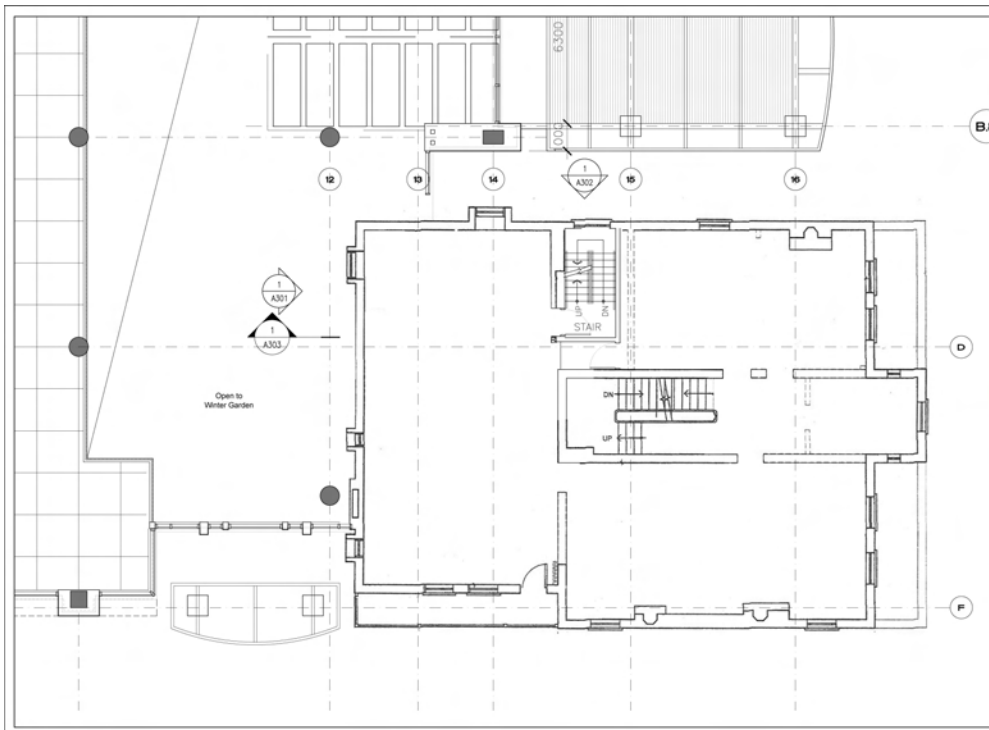
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**Morguard**

ARCHITECTE / ARCHITECT  
 4602  
 MEMBRE DU COLLEGE DES ARCHITECTES  
 DE L'ONTARIO

PROJET / PROJECT  
 150 ELGIN Ottawa

TITRE DU DESSIN / DRAWING TITLE  
 Grant House  
 Ground floor Plan

DATE Aug. 3, 2011	DESSINÉ PAR / DRAWN BY S.A. A.C.
ÉCHELLE / SCALE 1:100	VÉRIFIÉ PAR / CHECKED BY H.V.
NO DESSIN/ DWG. NUMBER A202B	REVISION E



Grant House 2<sup>nd</sup> Floor Plan

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NO	DATE	REVISION

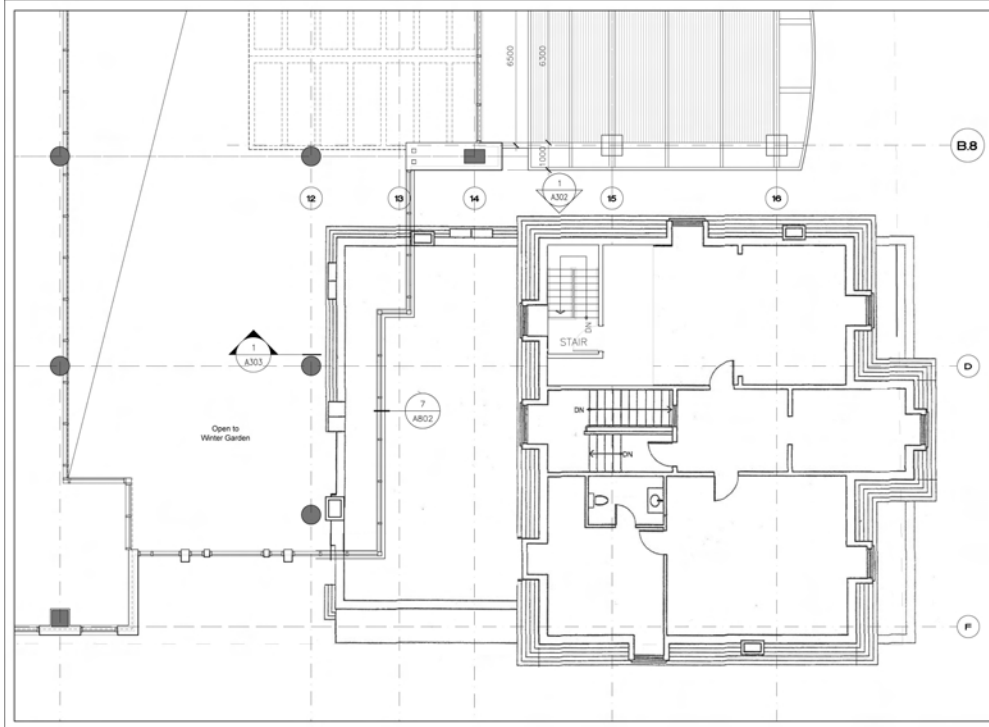
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ARCHITECTE / ARCHITECT  
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 MEMBRE DU COLLEGE DES ARCHITECTES  
 DE L'ONTARIO

PROJET / PROJECT  
 150 ELGIN Ottawa

TITRE DU DESSIN / DRAWING TITLE  
 Grant House  
 2nd floor Plan

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Grant House 3<sup>rd</sup> Floor Plan

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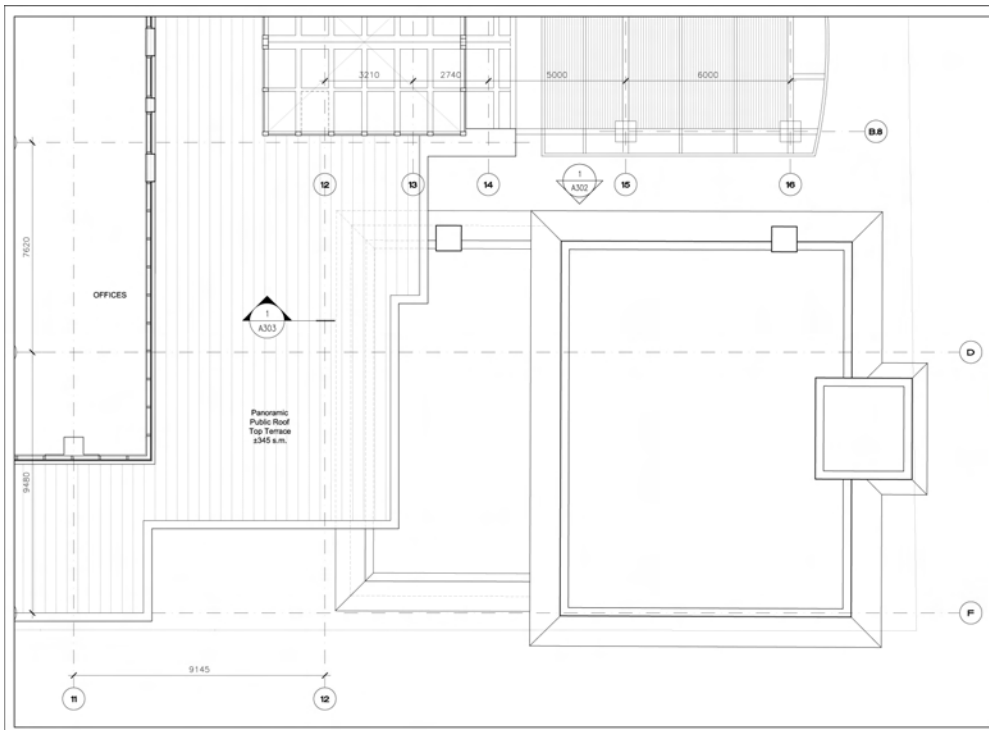
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ARCHITECTE / ARCHITECT  
**DCYSA**  
 4602  
 150 ELGIN

PROJET / PROJECT  
 150 ELGIN Ottawa

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 Grant House  
 3rd floor Plan

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ÉCHELLE / SCALE	VÉRIFIÉ PAR / CHECKED BY
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A204	D



Grant House Roof Plan

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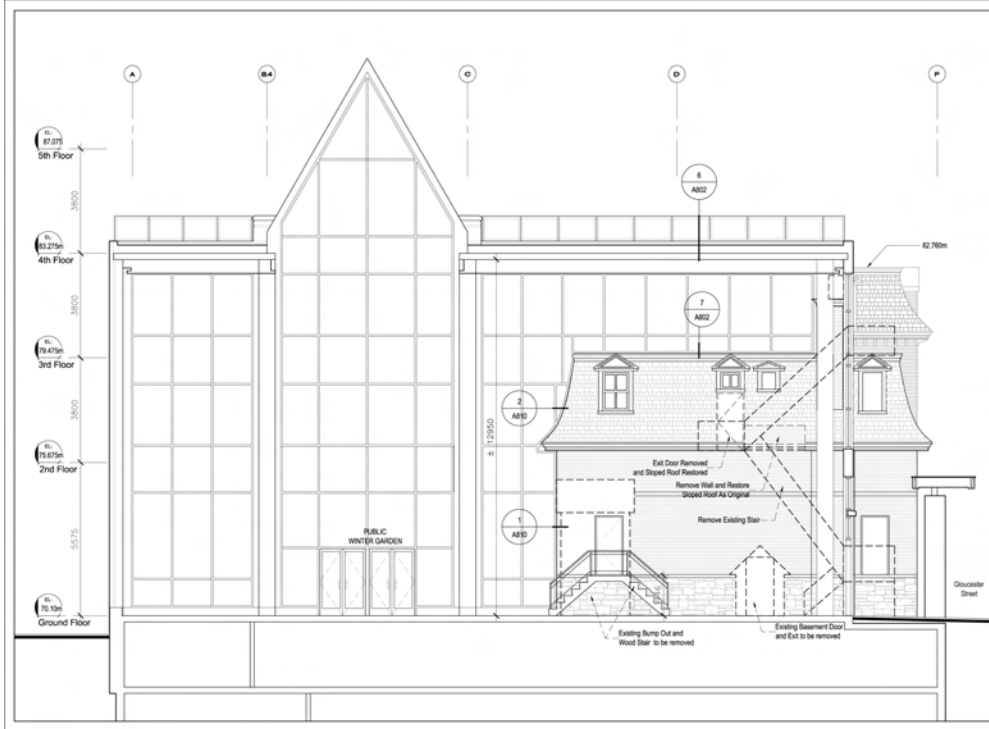
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 150 ELGIN

PROJET / PROJECT  
 150 ELGIN Ottawa

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 Roof Plan

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A205	C





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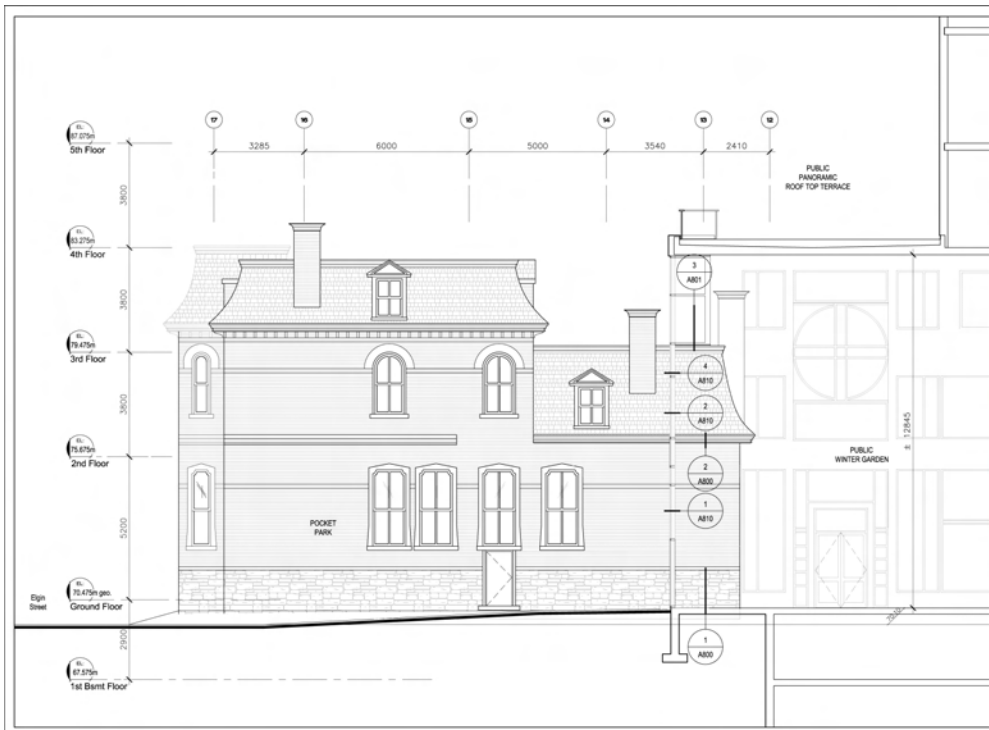
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PROJET / PROJECT  
 150 ELGIN Ottawa

TITRE DU DESSIN / DRAWING TITLE  
 Grant House - West Elevation  
 Cross Section - Demolition

DATE	DESSINÉ PAR / DRAWN BY
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ÉCHELLE / SCALE	VÉRIFIÉ PAR / CHECKED BY
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NO DESSIN / DWG. NUMBER	REVISION
A301B	C

Grant House – West Elevation; Cross Section – Demolition



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NO	DATE	REVISION

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**Morguard**

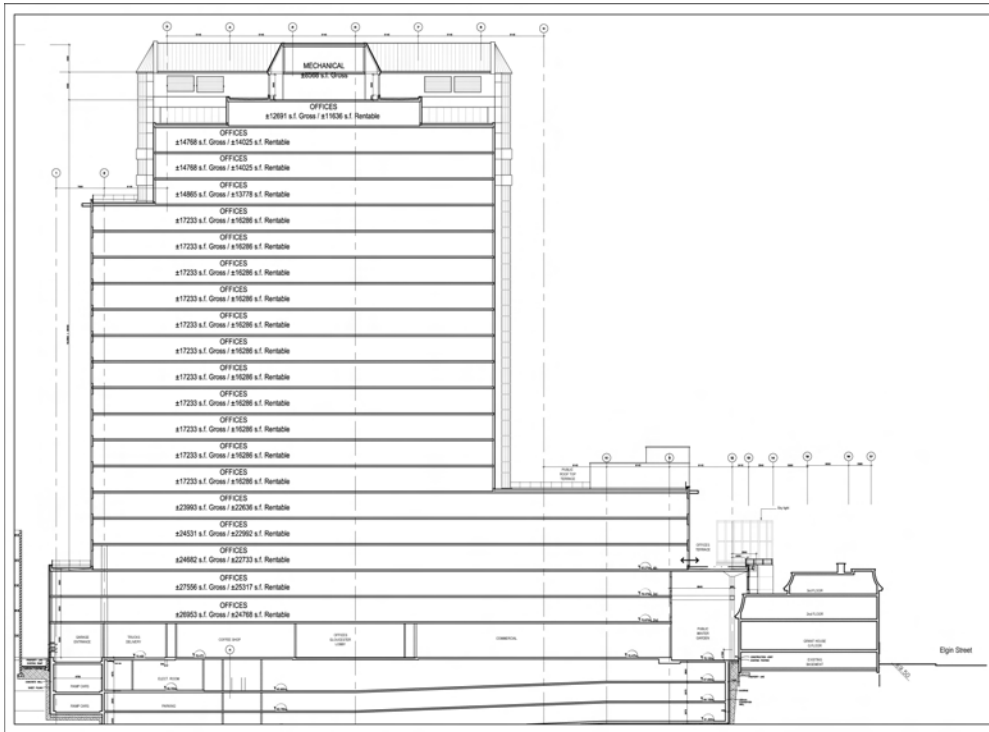
ARCHITECTE / ARCHITECT  
**DCYSA**  
 4602

PROJET / PROJECT  
 150 ELGIN Ottawa

TITRE DU DESSIN / DRAWING TITLE  
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 Cross Section

DATE	DESSINÉ PAR / DRAWN BY
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ÉCHELLE / SCALE	VÉRIFIÉ PAR / CHECKED BY
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NO DESSIN / DWG. NUMBER	REVISION
A302	D

Grant House – North Elevation; Cross Section



Notes générales / General notes  
 1. Les dimensions sur ces documents doivent être lues en millimètres.  
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**150**

PROJECTION  
 30° NOUVEAU  
 45° VERTICALE

NO	DATE	REVISION

CLIENT  
**Morguard**

ARCHITECTE / ARCHITECT  
**DCYSA**  
 4602

PROJET / PROJECT  
**150 ELGIN Ottawa**

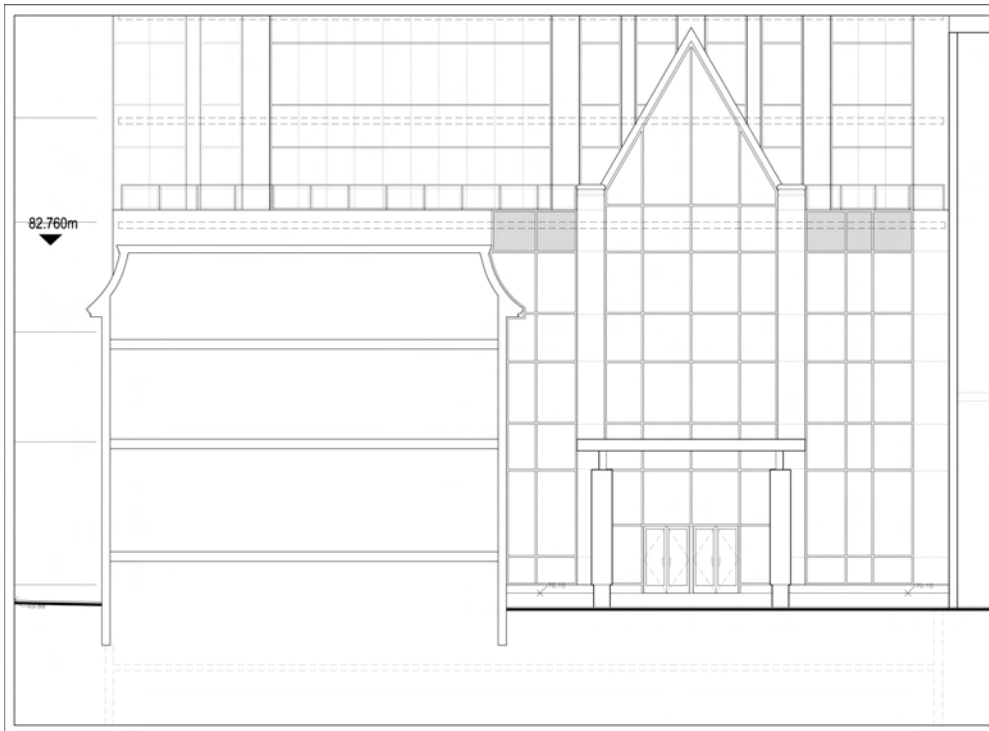
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**Grant House  
 Cross Section at Gridline D**

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NO DESSIN / DWG. NUMBER	REVISION
A303B	C

Grant House Cross Section at Gridline D



Notes générales / General notes  
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**150**

PROJECTION  
 30° NOUVEAU  
 45° VERTICALE

NO	DATE	REVISION

CLIENT  
**Morguard**

ARCHITECTE / ARCHITECT  
**DCYSA**  
 4602

PROJET / PROJECT  
**150 ELGIN Ottawa**

TITRE DU DESSIN / DRAWING TITLE  
**Grant House  
 Cross Section at Gridline 15**

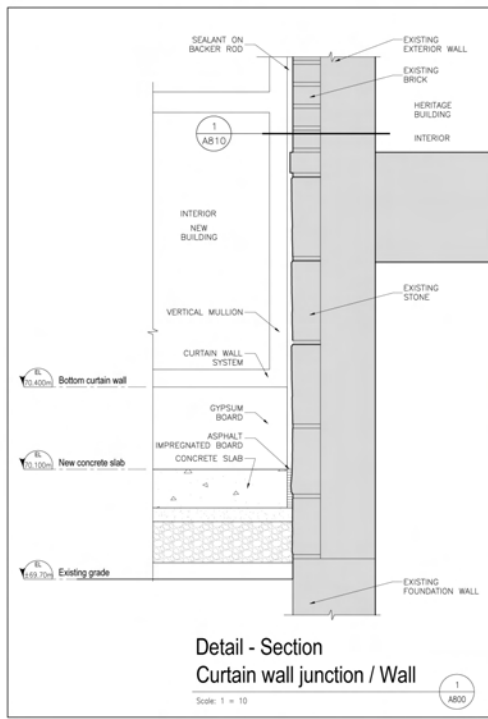
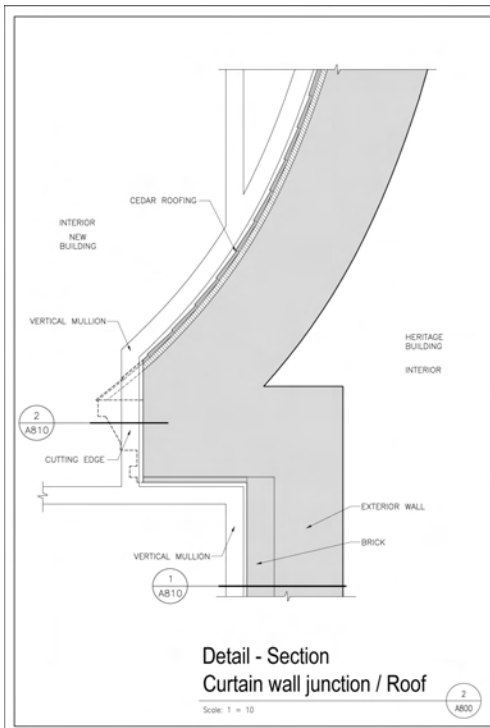
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A304	B

Grant House Cross section at Gridline 15





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**150**

PROPOSED FOR CONSTRUCTION

NO	DATE	REVISION

**CLIENT**  
**Morguard**

**ARCHITECTE / ARCHITECT**  
**460211**  
**DCYSA**  
 Ottawa

**PROJET / PROJECT**  
 150 ELGIN Ottawa

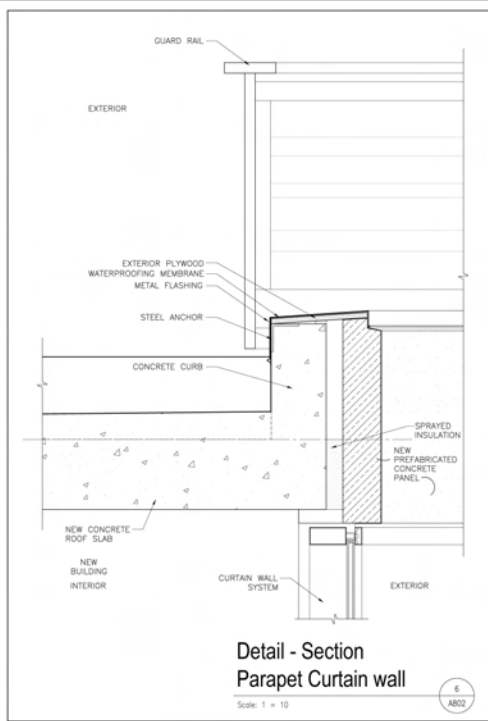
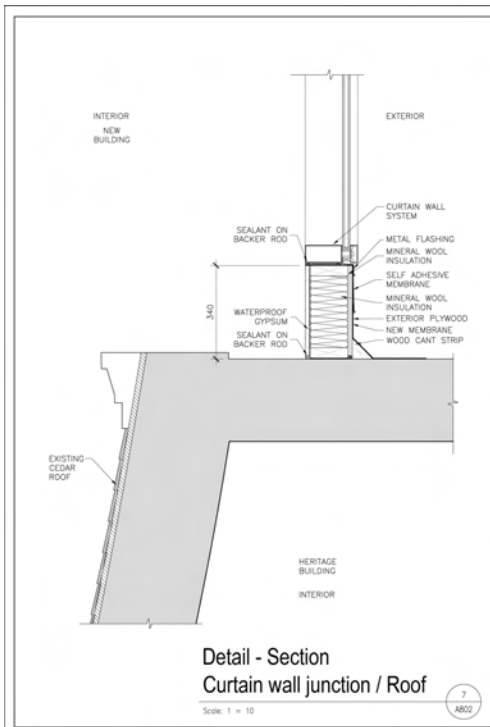
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NO DESSIN / DWG. NUMBER	REVISION
A800	B

Grant House Junction Details



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**150**

PROPOSED FOR CONSTRUCTION

NO	DATE	REVISION

**CLIENT**  
**Morguard**

**ARCHITECTE / ARCHITECT**  
**460211**  
**DCYSA**  
 Ottawa

**PROJET / PROJECT**  
 150 ELGIN Ottawa

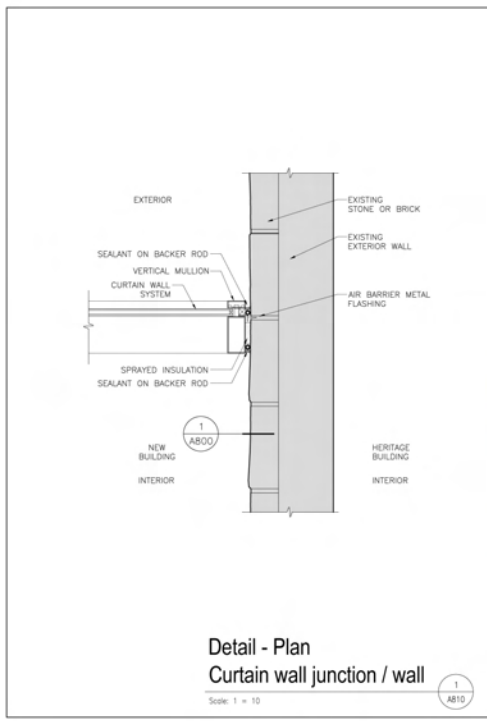
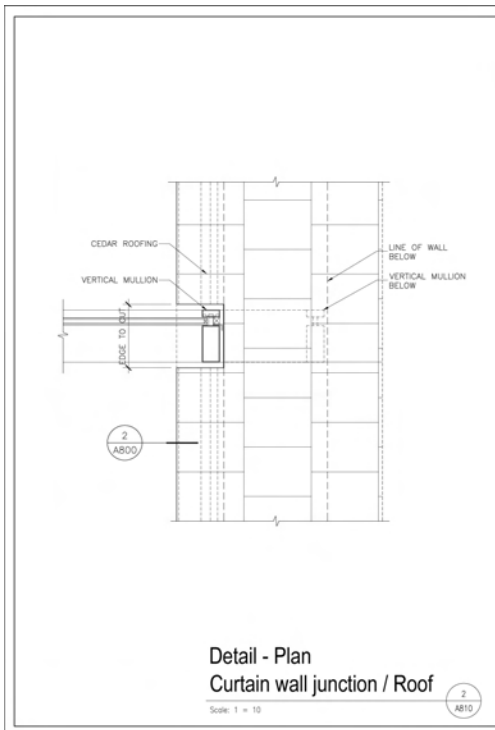
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NO DESSIN / DWG. NUMBER	REVISION
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Grant House Junction Details



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NO	DATE	REVISION

CLIENT

**Morguard**

ARCHITECTE / ARCHITECT **460211**

**DCYSA**  
 D'AMONVILLE CONSULTANTS & ASSOCIATES INC.

PROJECT / PROJET  
**150 ELGIN Ottawa**

TITRE DU DESSIN / DRAWING TITLE  
**Grant House Junction Details**

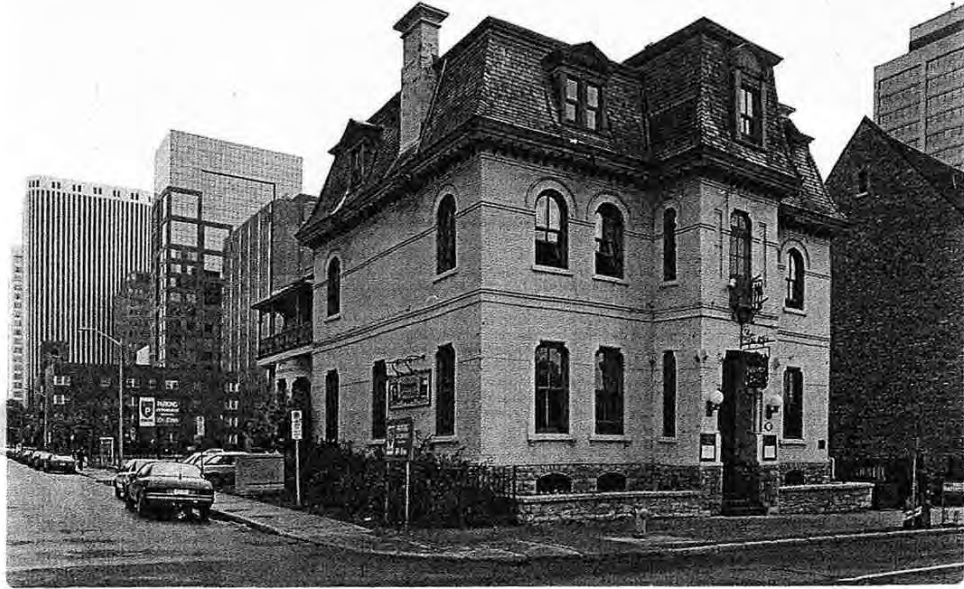
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NO DESSIN / DWG NUMBER A810	REVISION B

**Grant House Junction Details**

# APPENDIX “B”

CITY OF OTTAWA  
150 ELGIN HERITAGE INVENTORY DATA SHEET

150 Elgin St  
Grant House—1875



## 150 Elgin St

**PRINCIPAL ADDRESS**  
150 Elgin St  
**ALTERNATE ADDRESS**

**SEE ALSO**

**BUILDING NAME**  
Grant House

**OTHER CURRENT NAMES**

**ONTARIO HERITAGE ACT DESIGNATION BY-LAW**  
21-82

**CONSTRUCTION DATE(S) ON FILE TO 1996**  
1875

**CITY HERITAGE RESOURCE CATEGORY GROUP – 1998**  
1

**NATIONAL HISTORIC SITES FILE(S)**

**FEDERAL HERITAGE BUILDING REVIEW OFFICE FILE(S)**

**NCC PARLIAMENTARY PRECINCT FILE(S)**

**NCC HERITAGE FILE(S)**  
NCC CP2966 H12/135  
**CITY RECENT HERITAGE SURVEY**

**ASSESSMENT ROLL**  
04180125200  
**CITY FILE NUMBER**  
ELG100150  
**CITY HERITAGE REFERENCE NUMBER**  
1867  
**CURRENT ZONING**  
C2 (8.0)  
**LEGAL DESCRIPTION**  
Plan 4556 Pt Lots 56 57  
Gloucester N In  
53.91fr 132.00d

**CURRENT OWNERSHIP**  
Ottawa City

## History

**DATES OF CONSTRUCTION/ALTERATION**  
1875; alterations in 1952 and 1972

**DATE(S) ACTUAL OR ESTIMATED**  
Actual

**DATE SOURCES**

C.J. Taylor. C.I.H.B. Historical Building Report, January 1975.

**EVENTS**

There are no events known to be associated with 150 Elgin St.

**TRENDS**

The lot on which 150 Elgin St. sits was once part of the canal reserve land. It was therefore not a part of any of the early Bytown estates properties and was developed relatively late. After being patented in 1872 and sold several times, the undeveloped lot was purchased by Maria Grant, the wife of Dr. James Grant, in 1875. Maria and James Grant built a stately house on the site. In 1914, the house was rented (and sold in 1922) to the University Club of Ottawa. The property was expropriated by the City of Ottawa in 1960, who planned to demolish the structure on site in order to make room for the planned expressway. The building is currently used to accommodate a restaurant. 150 Elgin St., the former Grant house, is associated with the opulent development which took place along Metcalfe and Elgin Sts. during the 1870s. At this time, parts of Centretown and Uppertown became popular as their location was within walking distance from the newly opened Parliament buildings and the commercial core of the city along Wellington and Sparks Sts..

**PERSONS/INSTITUTIONS**

The building is associated with Dr. James Grant, one of Canada's most prominent doctors of the late-nineteenth century. Dr. Grant is noted for his appointment as physician to the Governors General until 1905, and his election as president of organizations including the Medical Council of Ontario, the Canadian Medical Association, the Royal Society of Canada. He served as an M.P. for Ottawa from 1893 to 1896 and was knighted by Queen Victoria in 1887. The building is also associated with the University Club of Ottawa.

**SUMMARY/COMMENTS ON HISTORICAL SIGNIFICANCE**

150 Elgin St. is a prominent example of the opulent development along Elgin and Metcalfe Sts. from the 1870s. It is associated with its first owners, Dr. James Grant and his wife, Maria. It is also associated with a later owner, the University Club of Ottawa.

**HISTORICAL SOURCES**

C.J. Taylor. C.I.H.B. Historical Building Report, January 1975.

**PREPARED BY**  
VA

**PREPARATION DATE**  
9710--

## Architecture

**ARCHITECTURAL DESIGN (PLANS, MATERIALS, ETC.)**

Two-and-one-half storey, residence. Square plan with projecting centre (entrance) bay and one-and-one-half storey rear extension. Solid brick construction on exposed stone foundation walls. Prominent entrance with original double doors and painted and stained glass side lights and transom. Iron balconet on second storey of entrance bay. Modified (flat-topped) ogee-arched windows on ground level and round-headed windows with label mouldings above, all with stone sills. Slate mansard roof with bracketed eaves, pierced by gable dormers and chimneys (mansard also



appears on rear extension). Decorative trim includes the use of brick string courses, a secondary cornice above ground level and the use of elaborate wood moulding and/or frames around the windows.

**ARCHITECTURAL STYLE**

Second Empire. Characteristic features of the Second Empire style include the use of mansard roofs, Classical composition, and richly detailed decoration, all evident on 150 Elgin St.

**DESIGNER/BUILDER/ARCHITECT(S)**

Attributed to Braddish Billings.

**ARCHITECTURAL INTEGRITY**

The building at 150 Elgin remains largely unaltered from the time of construction. Original windows and front entrance. Much of the original interior remains intact.

**OTHER (STRUCTURE, INTERIOR, BUILDING TYPE, ETC.)****SUMMARY/COMMENTS ON ARCHITECTURAL SIGNIFICANCE**

Rare and well-crafted, large-scale residential example of the Second Empire style. The building retains most of its original features.

**PREPARED BY**

VA

**PREPARATION DATE**

9710--

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## Environment

**PLANNING AREA**

Central Area West

**COMPATIBILITY WITH HERITAGE ENVIRONS**

This is a fragment of the former neighbourhood, maintaining a small sense of the former context in a radically altered environment. Once a modest high-style residence in a mixed residential/institutional locale, it now punctuates and contrasts with all around, except the adjacent church. It contrasts with the monumental ambitions of the new structures opposite and the axis up to Confederation Square.

**COMMUNITY CONTEXT**

The early residential and social functions of the place were associated with the educational institutions nearby; its current and relatively long-standing "public" restaurant/tavern functions may be thought of as continuations of that role in the neighbourhood.

**LANDMARK STATUS**

A small-scale but quite distinctive visual landmark in its locale, isolated by roads and parking areas from its immediate surroundings and conspicuous as a rare relic. It recalls the traditional low scale of the street (together with the Teachers College opposite), and now stands out from its larger surroundings.

**SUMMARY/COMMENTS ON ENVIRONMENT**

The general context of 150 Elgin has evolved from a low scale residential/institutional neighbourhood to a higher-scale governmental/office zone, and from a modest neighbourhood to part of a ceremonial/symbolic axis.

**PREPARED BY**

MF

**PREPARATION DATE**

971110

# APPENDIX “C”

DRAFT 150 ELGIN HERITAGE EASEMENT

Heritage Easement Agreement Provisions of Agreement of Purchase and Sale - 150 Elgin

12. The Purchaser acknowledges that the building at 150 Elgin Street, known as the Grant House, (the "Heritage Building") is designated under By-law Number 21-82 of the former Corporation of the City of Ottawa as being of historic and architectural value or interest under Part IV of the Ontario Heritage Act, R.S.O. 1990, c.O.18, as amended. The Purchaser agrees that any connection to, or alteration of, the Heritage Building required by the Development Plan will require an approval to alter the property in accordance with the provisions of the Ontario Heritage Act and in accordance with the Heritage Easement described in Paragraph 13 hereof. The Vendor and the Purchaser acknowledge that a portion of the proposed new development shown on the Concept Plan will be located on the portion of Real Property designated under By-law Number 21-82 and the Purchaser agrees and the Vendor acknowledges that this portion of the new development will require an approval to alter the property in accordance with the provisions of the Ontario Heritage Act and in accordance with the Heritage Easement described in Paragraph 13 hereof.
13. The Purchaser agrees to enter into a heritage easement agreement with the Vendor, pursuant to Section 37 of the Ontario Heritage Act, (the "Heritage Easement") with respect to the Heritage Building based on terms and conditions as set out in Schedule "E" attached hereto. The Purchaser further agrees that the area of the Real Property that will be subject to the Heritage Easement, and on which the Heritage Easement will be registered on Closing, shall be established by the Vendor based on the Protective Measures prescribed by the Heritage Consultant as set out in Schedule "E" attached hereto. Provided, that, in no event shall the area of the Heritage Easement be less than, horizontally, the perimeter of the Heritage Building as formed by the outside of the exterior walls, and, vertically, on a stratified basis from immediately below the bottom of the basement floor to the top of the roof and any appurtenances that protrude beyond the roof including chimneys and such area shall not be more than the area designated by By-law Number 21-82.

**SCHEDULE "E" - THE HERITAGE EASEMENT AGREEMENT PROVISIONS**

The Heritage Easement Agreement (the "Heritage Easement") as provided for in Paragraph 12 of this Agreement shall be based on, but not necessarily limited to, terms and conditions as follows:

1.0 PRESERVATION AND REPAIR

- 1.1 The Purchaser agrees to preserve and maintain, or cause to be maintained, at all times, the interior and exterior of the building known as the Grant House located at 150 Elgin Street in the City of Ottawa, (the "Heritage

Building”) more particularly described in Schedule “A” attached to City of Ottawa By-law Number 21-82.

- 1.2 The Purchaser agrees to maintain, or cause to be maintained, the Heritage Building in as good and sound state of repair as a prudent owner would normally do, so that no deterioration in the present condition and appearance of the interior and exterior of the Heritage Building shall take place.
- 1.3 The Purchaser agrees not to alter, remove, change in any manner, or do any act to the Heritage Building which detracts from or is inconsistent with any provision for the Heritage Easement or the Statement of Reason for Designation attached as Schedule “B” to City of Ottawa By-law Number 21-82, without first making application to Council pursuant to the Ontario Heritage Act and obtaining the prior written consent of Council.
- 1.4 The Purchaser shall utilize the services of a consultant(s), such as an architect, engineer, or contractor with demonstrated expertise in the preservation and restoration of heritage buildings, (the “Heritage Consultant”) in preparing the plans and specifications for any work on, or adjacent to, the Heritage Building that will from part of any application for consent from Council.
- 1.5 The Purchaser agrees that the Heritage Consultant shall set out the requirements and scope for all special provisions and works necessary to protect the Heritage Building and adjacent heritage building at 140 Laurier Avenue West (the “First Baptist Church”) during and after construction of the Purchaser’s proposed development (the “Protective Measures”)
- 1.6 The Vendor shall have the right to request the Purchaser to obtain, solely at the Purchaser’s cost, a “Certified Construction Estimate” from the Heritage Consultant to confirm the cost of the Protective Measures.
- 1.7 The Purchaser shall, immediately prior to the registration of the Heritage Easement, provide the Vendor with an irrevocable letter of credit, in a form satisfactory to the Vendor, for an amount equal to the amount of the Construction Cost Estimate. In the event that the Purchaser fails to undertake or complete any of the Protective Measures, the Purchaser hereby agrees that the Vendor shall have the right to undertake or complete such Protective Measures and draw upon the letter of credit accordingly.
- 1.8 The Purchaser agrees not to proceed with any demolition of, or construction to, the Heritage Building without prior written consent of Council.

## 2.0 INSURANCE

- 2.1 The Purchaser shall, while the Heritage Easement is in place, provide and maintain, or cause to be maintained, adequate All Risk Property insurance coverage to a limit which will effect the replacement and restoration of the Heritage Building. Such insurance coverage shall include an acknowledgement that the municipality may, at its option, repeal or enact a new heritage designation by-law in the event of a loss.
- 2.2 Evidence of All Risk Property insurance, in the form of a Certificate of Insurance, shall be provided to the Vendor prior to the signing of the Heritage Easement Agreement. If requested by the Vendor, a certified copy of the insurance policy must be provided. The Purchaser shall notify the Vendor, as soon as possible, if the policy or policies are cancelled or changed.
- 2.3 The Vendor may request the Purchaser to obtain a "Certified Building Appraisal" to confirm the replacement cost of the Heritage Building, excluding land. The cost of the appraisal shall be the responsibility of the Purchaser and must be performed by a competent certified appraiser or the Heritage Consultant.
- 2.4 The Purchaser agrees that all proceeds receivable by the Purchaser under the insurance policy, described in paragraph 2.1, must be applied to the replacement, rebuilding, restoration or repair of the Building in a manner consistent with the heritage aspects of the Heritage Building and the Statement of Reasons for Designation attached as Schedule "B" to City of Ottawa By-law 21-82, unless written approval to the contrary has been received from Council pursuant to the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18. Replacement, rebuilding, restoration or repair shall not be undertaken without the prior written consent of the Council of the Vendor.

## 3.0 RECTIFICATION OF BREACH

- 3.1 The parties agree that in the event of a breach of the provisions herein contained, the aggrieved party(ies) shall give written notice of the breach to the party(ies) committing the breach, requesting rectification thereof within a reasonable period of time, and, in default of rectification, the aggrieved party(ies) may proceed to enforce compliance with the provisions in any manner it may deem appropriate in accordance with the law, at the cost and expense of the defaulting party(ies).

## 4.0 NON-LIABILITY OF VENDOR

- 4.1 The Vendor shall not be held liable for any damage to the Building that may result from the operation of the Heritage Easement save and except for any such liabilities or claims for or in respect of any act or deed done by the Vendor, its agents or servants pursuant to Paragraph 3.1 of the Heritage Easement.

5.0 GENERAL PROVISIONS

- 5.1 The parties agree that where there is a conflict between the provisions of the Heritage Easement and any provision of the Ontario Heritage Act, R.S.O. 1990, Chapter 0.18, or any amendment or statute substituted therefor, the provisions of the Heritage Easement shall prevail.
- 5.2 The Heritage Easement shall apply to and be binding upon the Real Property.
- 5.3 The Purchaser agrees that the Heritage Easement will be registered immediately before closing against the Real Property, as notice to prospective purchasers, transferees or assigns of the Heritage Easement obligations described therein.
- 5.4 This agreement shall not merge on the transfer of the Real Property to the Purchaser but shall survive the closing.
- 5.5 The Agreement and every provision herein contained shall be to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.0 USE OF THE REAL PROPERTY

The Purchaser expressly reserves for itself, its successors and assigns, the right to continue use of the Real Property for all purposes, provided such use is a legally permitted use and is in accordance with the Development Agreement referred to in Schedule "D" of this Agreement of Purchase and Sale, and provided that such use is not inconsistent with the provisions of the Heritage Easement.

# APPENDIX “D”

150 ELGIN STATEMENT OF REASON FOR DESIGNATION  
(SCHEDULE B)

SCHEDULE "B"

The building at 150 Elgin Street is recommended for designation as being of architectural and historical value. Built in 1875, the building was originally owned and occupied by Sir James Grant; a prominent physician and a member of Parliament. The social standing of Sir James Grant is reflected in the large ground floor rooms, the fine marble fireplaces and the well proportioned stairway with its Victorian newel post.

Built as a two and one-half storey brick structure with a mansard roof, to a design attributed to Braddish Billings III, the building is an excellent example of the homes built on Elgin Street in the 1870's. Of particular interest is the projecting frontispiece with its fine front door, the stone window surrounds of the ground floor, the semi-circular arched opening of the second floor and the dormers of the mansard roof.