

HERITAGE CONSERVATION EASEMENT AGREEMENT

This Agreement made this _____ day of _____, 201__.

B E T W E E N:

CITY OF OTTAWA
(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 Ottawa comprising part of the multi-purpose sports, entertainment, civic and recreational complex known as Lansdowne Park having the municipal address of 1015 Bank Street and having the legal description set out in Schedule “**A1**” attached hereto (the “**Property**”).
- B. Located within Lansdowne Park are the two heritage buildings known as the Aberdeen Pavilion and Horticulture Building (the “**Buildings**”) as shown on the site plan attached as Schedule “**A2**”.
- C. 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.
- D. 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.
- E. The City of Ottawa and the Trust (then the Ontario Heritage Foundation) entered into a Heritage Easement Agreement dated January 15, 1996, registered in the Land Registry Office in Ottawa on April 22, 1996 as Instrument No. N739845 (the “**1996 Agreement**”) in order to conserve the aesthetic and scenic character and condition of that part of Lansdowne Park described as Parts 1 and 2 on Plan 4R-11612 (“**Parts 1 and 2**”) and the historical, architectural, aesthetic and scenic character and condition of the exterior and interior of the Aberdeen Pavilion. The Aberdeen Pavilion is located on the Part 1 lands. The Part 2 lands include certain lands that affect various views of the Aberdeen Pavilion.
- F. This Agreement is intended to supersede and replace the 1996 Agreement which will be released, such release being subject to approval pursuant to subsection 10(2) of the Act if applicable thereto, upon the registration of this Agreement.
- G. The Owner is proceeding with a redevelopment of Lansdowne Park (the “**Redevelopment Plan**”) that requires, in part, certain approvals of the Trust pursuant to the 1996 Agreement. The Redevelopment Plan is defined and described in detail in Schedule “**C1**”.
- H. On February 6, 2012 the Trust granted a conditional approval to the Owner, under the terms of the 1996 Agreement, to permit the erection of Block H, which is proposed to be partially located on the Part 1 easement lands (i.e north side of the Bank Street Corridor).
- I. One of the conditions of the approval granted by the Trust to permit the Owner to erect Block H is that the Owner and the Trust execute and register on title a new and enhanced Heritage Conservation Easement Agreement that extends the protection of the heritage features of Lansdowne Park beyond that covered by the 1996 Agreement.
- J. Pursuant to the 1996 Agreement the City has consulted with the Trust prior to City Council giving approval pursuant to the *Ontario Heritage Act* for the Horticulture Building to be relocated onto the Property in a general location and resulting building footprint shown in the plan attached hereto as Schedule “**C2**”.

- K. The Owner and the Trust recognize that the provincial cultural heritage value of the Property lies in:
- a) The lands that surround the Buildings and create the immediate setting (the **“Setting Lands”**);
 - b) The lands associated with significant views of the Aberdeen Pavilion (the **“Views”**)
 - c) The lands that provide lateral foreground frames of the Views (the **“Framing Lands”**).
 - d) The exteriors of the Buildings;
 - e) The entire interior of the Aberdeen Pavilion and select interiors of the Horticulture Building;
 - f) The archaeological value;
- And is set out in detail in the Statement of Cultural Heritage Value attached hereto as Schedule **“B1”**.
- L. The Setting Lands, the Views, and the Framing Lands are legally described, respectively, as [Parts 1 and 9 on Plan 4R-●], [Parts 3 and 6 on Plan 4R-●], and [Parts 2, 4, 5, 7 and 8 on Plan 4R-●], and for greater clarity are shown on the site plan attached hereto as Schedule **“B2”**.
- M. The character-defining features of the exterior of the Buildings, the interior of Aberdeen Pavilion and select interiors of the Horticulture Building (the **“Heritage Features”**) are described in Schedule **“B3”** and the location of the interior Heritage Features are shown on the floor plans in Schedule **“B4”**.
- N. The archaeological resources that encompass the archaeological value of the property (the **“Archaeological Resources”**) are summarized in Schedule **“B5”** and described in detail in the licensed archaeological reports filed with Ministry of Tourism, Culture, and Sport for this Property (Borden reference BiFw-103 - Lansdowne Park Site).
- O. The Owner and the Trust have the common purpose of preserving the provincial heritage value of the Property through the protection and conservation of the Setting Lands, the Views, the Framing Lands, the Heritage Features, and the Archaeological Resources.
- P. 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, the Setting Lands, the Views, the Framing Lands and the Archaeological Resources 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 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 Buildings, Heritage Features, Setting Lands, Views, Framing Lands, and Archaeological Resources unless the context otherwise requires.

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 Buildings, Heritage Features, Setting Lands, Views, Framing Lands, and Archaeological Resources comprise the attributes 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

In consultation with the Owner, upon completion of the implementation of the Redevelopment Plan the Trust will complete a report depicting and describing the appearance, condition and construction of the Buildings (including the Heritage Features), the Setting Lands, the Views and the Framing Lands 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 “D”. When the Baseline Documentation Report has been completed the Owner and the Trust agree 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 Buildings (including the Heritage Features), the Setting Lands, the Views, the Framing Lands. 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 and submitted to the Owner, 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, STANDARDS AND GUIDELINES**

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*”, prepared under the auspices of Canada’s Historic Places, as revised from time to time (the “**Standards and Guidelines**”), and 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 are attached for information purposes only as Schedule “E”. Reference to the complete text of the Standards and Guidelines shall be made in applying the Standards and Guidelines.

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 Buildings 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 datum for this condition and appearance shall be recorded and approved by the Trust and the Owner in the Baseline Documentation Report. The Owner’s obligation to maintain the Buildings shall require that the Owner undertake such preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Buildings in substantially the same physical condition and state of repair recorded in the approved Baseline Documentation Report and to take all reasonable measures to secure and protect the Buildings 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, removal, construction, reconstruction, renovation, restoration, alteration, remodelling of the Buildings, 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 Buildings 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. In considering alterations under this agreement the datum for determining the condition, appearance and construction of the Buildings shall be recorded and approved by the Trust and the

Owner in the Baseline Documentation Report.

4.3 Emergency Measures

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

4.4 Signs and Fixtures

The Owner shall not place or affix on the Buildings 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.

4.5 Regulated Activities on the Setting Lands

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

- (a) grant any easement or right of way, or enter into any other agreement that allows or grants rights to any party to undertake any activities described in section 4.5 (b) through 4.5 (i) inclusive;
- (b) sever or subdivide the Owner's fee simple interest in the Setting Lands, it being acknowledged that the severances and subdivisions requiring approval of the Trust under this subsection shall not exclude any severances or subdivisions by reason of their being specifically exempted from statutory subdivision control pursuant to Subsection 50(3) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended;
- (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 or temporary event tents or structures, including any tents or structures for the Farmer's market, seasonal outdoor patios and other temporary programming;
- (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 except as may be required for maintenance including maintenance of the below grade works including the parking structure and infrastructure for which the Trust will be consulted prior to such works commencing;
- (g) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetics of the Buildings or the Property, or (ii) causing any damage to the Buildings;
- (h) excavate or permit the excavation of any Archaeological Resources located on the

Setting Lands; or

- (i) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control or soil conservation.

4.6 Regulated Activities in the Views

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

- (a) erect or permit the erection of any building, free-standing sign, fence, or other structure of any type whatsoever except temporary fencing required during construction or temporary event tents or structures including any tents or structures for the Farmer's market, seasonal outdoor patios and other temporary programming;
- (b) 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;
- (c) allow the planting of trees, shrubs or other vegetation that has a mature height for the respective species of more than 4.0 metres above grade; or
- (d) excavate or permit the excavation of any Archaeological Resources located on the Views.

4.7 Regulated Activities in the Framing Lands

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

- (a) erect or permit the erection of any building, free-standing sign, fence, or other structure of any type whatsoever except temporary fencing required during construction or temporary event tents or structures that is more than 6.0 metres above grade
- (b) excavate or permit the excavation of any Archaeological Resources located on the Framing Lands.
- (c) Allow the planting of trees, shrubs or other vegetation that have a mature height of for the respective species of more than 6.0 m above grade

4.8 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.

4.9 Trust Approval Not Required

a) In the event that a conservation plan for the Property (hereafter called the "**Plan**") has been completed and has been jointly approved by the Trust and the Owner with reference to this section of the Agreement, then any and all demolition, removal, construction, reconstruction, renovation, restoration, alterations, and remodelling of the Setting Lands, the Views, the Framing Lands, the Buildings, and the Archaeological Resources described in the Plan shall be deemed approved by the Trust under sections 4.2, 4.5, 4.6, 4.7 and 4.8.

b) Any and all demolition, excavation, removal, construction, reconstruction, renovation, restoration, alterations, and remodelling of the Setting Lands, the Views, the Framing Lands, the Buildings, Heritage Features, and the Archaeological Resources described in the Redevelopment Plan shall be deemed approved by the Trust under sections 4.2, 4.5, 4.6, 4.7, and 4.8. Moreover, "Information to be Provided" to the Trust by the Owner related to section 6.1 shall not apply to works that are defined in the Redevelopment Plan. Any free standing signs or wayfinding signs that are proposed for the Setting Lands, the Views and

the Framing Lands and conform with the *Lansdowne Signage and Wayfinding Plan* (June 1, 2012) shall be deemed approved by the Trust.

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 , and not expressly prohibited by, this Agreement and which do not materially adversely affect, directly or indirectly, the Heritage Features, Setting Lands, Views, Framing Lands, or the Archaeological Resources.

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, Setting Lands, Views, Framing Lands and Archaeological Resources.

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, Setting Lands, Views, Framing Lands, and Archaeological Resources.

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, , at its own cost and expense, with insurers having a secure A.M. Best rating of B + or greater, or the equivalent, and otherwise 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:
 - a. Cross-Liability;
 - b. 30 day notice of cancellation, termination or material change;
 - c. Contractual liability coverage;
 - d. Employers liability coverage;
 - e. Tenants legal liability coverage; and
 - f. Owner’s and contractors protective liability
- (b) Property insurance to a limit commensurate to the full replacement cost value of the Buildings 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 named insured and thirty (30) days written notice of cancellation.

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 Property 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 Buildings to the fullest extent possible having regard to the particular nature of the Buildings and the cost of such work. The Owner’s financial liability to replace, rebuild, restore or repair the Buildings if it has been damaged or destroyed shall not exceed the proceeds receivable by the Owner under the Property Insurance. In the event that the Property Insurance proceeds receivable by the Owner are insufficient to effect a partial or complete restoration of the Buildings, 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 Buildings the Owner shall notify the Trust in writing of such damage or destruction to the Buildings 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 Buildings which has been damaged or destroyed is impractical because of the financial costs involved or because of the particular nature of the Buildings, 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 Buildings. In the event that the Trust approves or is deemed to approve the demolition of the Buildings, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the Buildings and to demolish the Buildings.

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 Buildings to the limit of any proceeds receivable under the aforementioned insurance policy or policies on the Buildings and of any additional monies contributed by the Trust towards the replacement, rebuilding, restoration or repair of the Buildings 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 Buildings. 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 Buildings 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 Buildings 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 Buildings.

- 8.4.2 The Owner grants to the Trust the right and licence to enter and occupy the Property and the Buildings 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 Buildings.

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 and the interior of the Aberdeen upon giving at least seventy-two (72) hours prior written notice to the Owner.

9.2 Public Viewing

- 9.2.1 The Owner shall ensure that reasonable public access is available to the Property and the Buildings 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 Aberdeen Pavilion and select interiors of the Horticulture Building as the Owner may require for business, privacy or security reasons.

- 9.2.2 The Owner shall, in addition to the requirements of subsection 9.2.1, at the request of the Trust, arrange for the Property and the Buildings, including the interior of the Aberdeen Pavilion and select interiors of the Horticulture Building, to be accessible for special event public viewing on at least two (2) occasions during each calendar year and that reasonable prior notice of such special event public viewing be given to the Trust.

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. If the Owner is the City of Ottawa, then the Owner shall have ninety (90) 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. If the owner is not the City of Ottawa then 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:

110 Laurier Avenue West
Ottawa, Ontario
K1P 1J1
Attention: City Clerk
Fax: 613-580-2416

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 public marker on the Property and / or the Buildings, 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 explanation of the provincial heritage value in its publications, educational materials, website and research databases.

12.2 The Owner agrees to allow the Trust, to erect a public plaque or commemorative display (such as but not limited to an Ontario Heritage Trust Provincial Plaque) in the Setting Lands for the purpose of explaining the provincial heritage value of the Property in such a location as the Trust and the Owner may mutually determine.

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 and all of the documents and agreements referenced herein constitutes 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 Buildings, including without limitation into any subsequent deed or other legal instrument by which the Owner transfers its title or interest so as to create a joint tenancy or tenancy in common therein, provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Buildings, 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 Buildings, including without limitation any such transfer of the Owner's title or interest so as to create a joint tenancy or tenancy in common therein, provided that such notice shall not be required where the Owner, in leasing and licensing premises in the Buildings, 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 or undertake regulated activities in the Setting Lands, the Views or the Framing Lands.

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: _____
Director, Heritage Programs and Operations

We have authority to bind the Trust.

CITY OF OTTAWA

Per: _____
Kent Kirkpatrick, City Manager

I have authority to bind the Corporation.

SCHEDULE "A1"

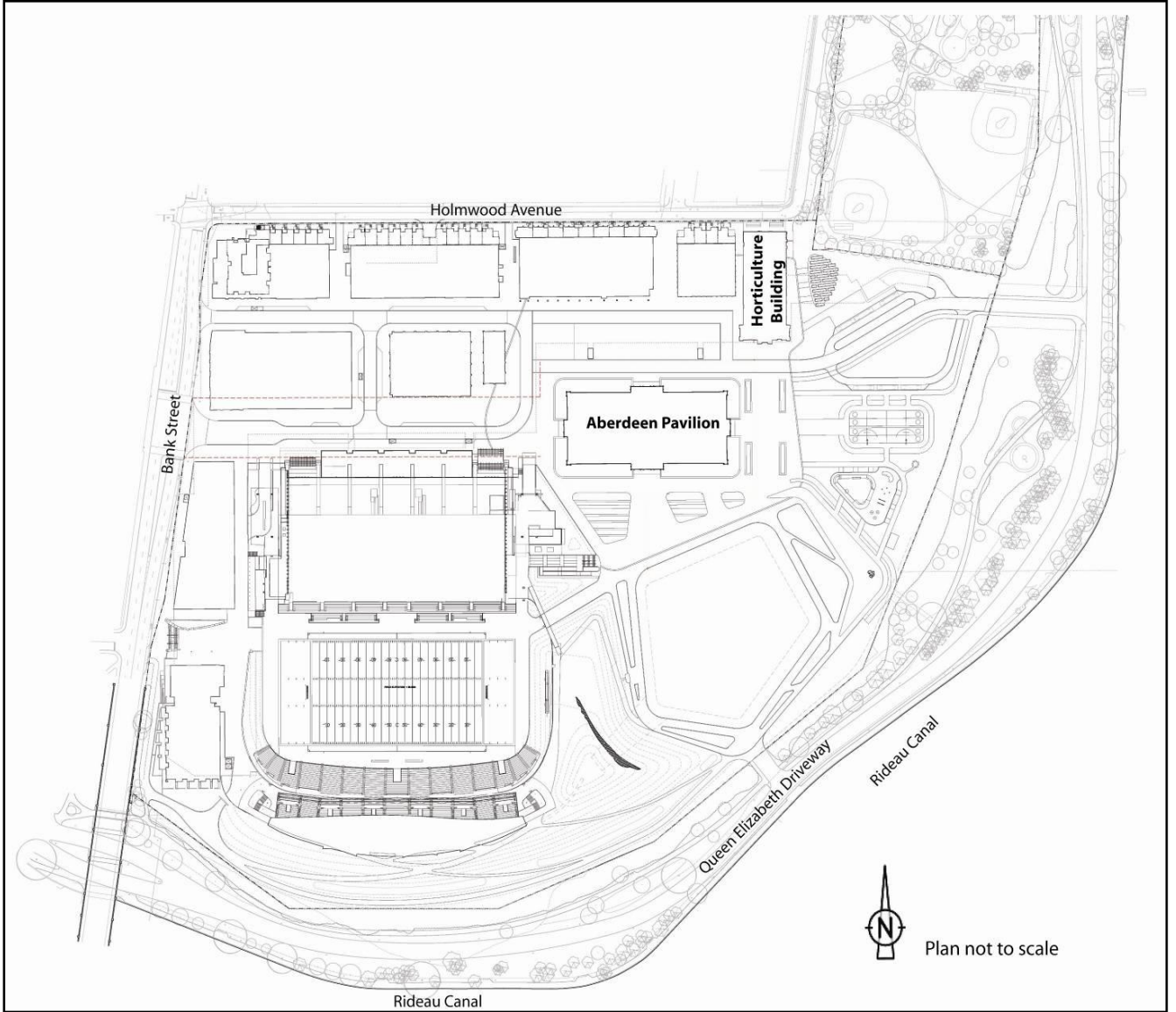
DESCRIPTION OF THE PROPERTY

PIN 04139-0263 (LT)

**Lots 18 and 23, Part of Lots 17 and 24 (Block 5) Part of Lots 19, 20, 21 and 22 (Block 6)
Part of Lot 29 (Block 7), Part of Holmwood Avenue (formerly Centre Street) closed by
Judge's Order LT1245216, Part of O'Connor Street (formerly Mary Street) closed by
Judge's Order LT1245216 on Plan 26085 and Part of Lots 44 to 50 on Plan 30307, Lots 1
to 62, Lansdowne Avenue and Alexandria Lane both closed by Judge's Order LT1245216
on Plan 35722, Part of Lots I and K Concession C Rideau Front Nepean, all being Parts 2
and 3 on Plan 4R-15305; City of Ottawa.**

SCHEDULE "A2"

LOCATION PLAN FOR BUILDINGS



SCHEDULE "B1"

STATEMENT OF CULTURAL HERITAGE VALUE

DESCRIPTION OF HISTORIC PLACE:

Lansdowne Park is located in the Glebe neighbourhood in the City of Ottawa and is bordered by Bank Street to the west, Queen Elizabeth Driveway to the east and south and Holmwood Avenue to the north. Within the park are the Aberdeen Pavilion, Horticulture Building and associated open space. Aberdeen Pavilion - a structural steel and pressed metal late-Victorian exhibition hall – was designed by architect Moses C. Edey and constructed in 1898. It is designated a National Historic Site and is also designated by the City of Ottawa under Section 29 of the *Ontario Heritage Act* (Bylaw No. 22-84). The Prairie-style two-storey brick Horticulture Building opened in 1914 and its design is attributed to architects Francis C. Sullivan (1882-1929) and Allan Keefer (1883-1952).

STATEMENT OF PROVINCIAL SIGNIFICANCE:

The Property has been evaluated against the criteria contained in Ontario Regulation 10/06 - criteria for determining cultural heritage value or interest of provincial significance. Lansdowne Park was determined to be of provincial significance under four of the eight criteria contained within *Ontario Heritage Act* Regulation 10/6.

Criterion 1: The property represents or demonstrates a theme or pattern in Ontario's history.

Lansdowne Park is provincially significant within the provincial themes of recreation, education and technological advancement. The Central Canada Exhibition (CCE) was held on this site from 1888 until 2010 and as the only two remaining exhibition buildings at Lansdowne Park, the Aberdeen Pavilion and Horticulture Building demonstrate the significance of the agriculture exhibition to the history of the province. Agricultural fairs provided education to farmers, a venue for the promotion of technological advancements in agriculture and a recreational and social destination for the general public. The government began to support fairs financially by organizing an annual, traveling provincial exhibition. This exhibition was held three times on the grounds of Lansdowne Park. In 1888, a permanent annual exhibition, the Central Canada Exhibition, was created. It was held at Ottawa's Lansdowne Park for the next 122 years. In Ontario, it was second only to Toronto's Canadian National Exhibition in size.

Criterion 3: The property demonstrates an uncommon, rare or unique aspect of Ontario's cultural heritage.

Lansdowne Park is provincially significant as both the Aberdeen Pavilion and the Horticulture Building are unique in the province. Aberdeen Pavilion is the only large-scale exhibition building to survive from the 19th century in Ontario. It was among the last of the elaborate steel and glass exhibition buildings constructed and modeled loosely after London's Crystal Palace. Buildings such as the Aberdeen Pavilion were meant to capture the festive mood of the fair and were therefore often quite extravagant in their architectural details. The Aberdeen Pavilion is also unique as the best-preserved example of a pressed metal-clad building in the province. To date the only examples of complete pressed metal façades known to survive in Ontario are the Head Office of the Metallic Roofing Company in Toronto (dismantled and relocated) and the Acton Free Press Office in Acton (a much smaller and simpler building). The Horticulture Building is unique as no other Prairie-style exhibition building is known to have been built in the province. An early expression of modernism, many characteristics of the Prairie-style are intact on the two-storey frontispiece of the Horticulture Building including the building's rectilinear massing, flat roof, illusion of truncated second floor, unsupported wood eaves and windows with geometric glazing patterns.

Criterion 4: The property is of aesthetic, visual or contextual importance to the province.

Aberdeen Pavilion is a landmark in the province. As the main building at Lansdowne Park, it is recognizable and has meaning to many people in Eastern Ontario who visited the Central Canada Exhibition every year. In addition, the Aberdeen Pavilion is a key feature in its immediate context. The massive dome of the pavilion can be seen from many locations within Lansdowne Park and from the surrounding neighbourhoods of the Glebe, Ottawa East and Ottawa South. There are significant views towards Lansdowne Park in each of these areas and the focal point of these views is the Aberdeen Pavilion. The context of the Horticulture Building and Aberdeen Pavilion is significant with the Rideau Canal World Heritage Site wrapping around the eastern and southern boundaries of the property. The scenic Queen Elizabeth Driveway, an example of city beautification and one of the first projects of the Ottawa Improvement Commission (now the National Capital Commission) follows the Canal and wraps around the southern and eastern edges of the Park.

Criterion 5: The property demonstrates a high degree of excellence or creative, technical or scientific achievement at a provincial level in a given period. Lansdowne Park is provincially significant as the Aberdeen Pavilion demonstrates a high degree of excellence - specifically in its pressed metal-clad exterior and the metal truss system that allowed for the exhibition

pavilion's unobstructed open space. The Horticulture Building is innovative for the use of a style that was rarely used in Canada. With its Prairie-style façade, minimal decorative treatment and lack of historical architectural references, the Horticulture Building stands in architectural contrast to the Aberdeen Pavilion building, although built only 16 years later. This innovative design is an early example of modernism and a departure from the elaborate designs of the late-Victorian period seen in the Aberdeen Pavilion.

HERITAGE VALUE:

Historic Value:

The first recorded agricultural fair in what is now Ontario took place in Niagara-on-the-Lake before 1800. Many towns soon began hosting their own annual fairs. In 1846, the provincial government organized an annual provincial exhibition that would rotate between different host communities. Ottawa hosted the traveling provincial exhibition at Lansdowne Park in 1875, 1879 and 1887 in a collection of temporary barn-like structures built for the event. In 1888, Ottawa created its own fair called the Central Canada Exhibition. The Aberdeen Pavilion which opened in 1898 for the 10th anniversary of the exhibition was named in honour of the seventh Governor General of Canada, the Earl of Aberdeen, who had a well-known interest in agricultural development. The Aberdeen Pavilion was designed by Moses Chamberlain Edey (1845-1919). Edey was a successful architect in Ottawa and the Ottawa River Valley area, designing a number of schools, residences, and public buildings. The Aberdeen Pavilion replaced older structures at Lansdowne Park in order to create a larger and more elaborate exhibition space. During the exhibition, the Aberdeen Pavilion was used as a venue for the display of advancements in agriculture, livestock and manufactured goods.

The Horticulture Building, one of several permanent structures built on site to host the exhibition, was officially opened in 1914 by The Hon. Martin Burrell, Dominion Minister of Agriculture. The plans for the building were signed by architect Allan Keefer, but the building has long been attributed to Ottawa architect Francis C. Sullivan who is credited with bringing the Prairie style of architecture to Canada. Sullivan may have been involved in the preparation of the working drawings for the structure.

More than just exhibition grounds, Lansdowne Park was used as a gathering place for important historical events in the City of Ottawa. In the winter months it became one of Ottawa's earliest skating and hockey rinks. The 1904 Stanley Cup final was played at Aberdeen Pavilion and won by the Ottawa Hockey Club known as the Silver Seven. Curling rinks were introduced at the Horticulture Building in 1914. During the Boer War, and the First and Second World Wars, Lansdowne Park, like many fairgrounds across Canada, was used by the Department of National Defence as a staging ground for thousands of troops being sent overseas. It has also served as a gathering place for political events, royal visits, international conferences and concerts.

Architectural Value:

Aberdeen Pavilion is architecturally significant as a rare surviving example of a specialized late-Victorian building type - the large scale exhibition hall. Constructed of a structural steel frame, the whole building is clad and decorated in prefabricated pressed metal. The metal cladding on the walls is pressed to look like stone masonry, and the decorative elements are pressed with classical details such as garlands, dentils and Corinthian capitals. Medallions shaped like cattle heads appear over the entrances and allude to the agricultural origins of the Central Canada Exhibition.

The building has ornately decorated slightly projecting entrances on all four sides. On the east and west elevations, the double doors are topped with a semi-circular multi-paned transom, and flanked by windows and two pilasters on each side and capped with a triangular pediment. The entrances on the north and south elevations are similar, but larger and more elaborate with tripartite rounded-arched windows separated with pilasters, lion's head keystone and slightly projecting end piers decorated with quoins, wreaths and pediments topped with a small cupola. A band of large multi-paned windows separated by slender pressed metal pilasters runs along all four sides of the building on the ground level. The slightly rounded roof has clerestory windows covered by a low sloped gable roof. The pavilion is topped with a large dome decorated with dentiled moulding and eight lion's heads. The dome is visible from a distance and is the defining feature that makes the Aberdeen Pavilion a visible landmark in the Glebe, Ottawa East and Ottawa South neighbourhoods.

The column-free interior of the building exposes a system of steel trusses, manufactured by the Dominion Bridge Company of Montreal. This created open space with a high vaulted ceiling, suitable for large crowds and a variety of exhibits. The rectangular floor plan measures 94 metres by 39 metres (310 feet by 130 feet). The simplicity of the plan is masked by its exterior design, which features an eclectic blend of classical detail.

The Horticulture Building is an excellent example of the Prairie style in Canada. Several of the style's elements remain on the two-storey frontispiece. The building's rectilinear massing, horizontal proportions, flat roof, illusion of truncated second floor, wide projecting wood eaves without brackets, bands of windows with geometric glazing pattern and the limited use of ornamentation are all characteristics of the style. Simple decoration of the frontispiece includes horizontal banding on the second storey that runs the length of the façade, cast stone decorative floral motifs on the door surround, "HORTICULTURE" text recessed into artificial cast stone above the entrance in Frank Lloyd Wright-inspired font, cast stone ornamental pilaster capitals and recessed stucco spandrel panels. The two-storey frontispiece has a slightly projecting central bay, which contains the main double entrance doors. The fenestration pattern, the wood windows with Prairie-style muntin pattern and the clerestory windows on the east and west side of the second floor banquet hall are significant features of the projecting frontispiece. The rear exhibition hall section of the building is a simple rectangular room enclosed by a truncated gable roof. The side walls and frontispiece are composed of red clay brick laid in common bond. Each bay is separated with a brick pilaster and features a large multi-paned metal frame window with three equal 15-paned sections and a central pivoting sash

The interior of the Horticulture Building is influenced by previous generations of free span exhibition halls, such as the adjacent Aberdeen Pavilion and London's Crystal Palace. Although more modest in scale, the Horticulture Building's large open exhibition hall with open steel truss roof allowed for a range of activities. The second floor has a large central room referred to as the banquet hall. Original decorative treatment in the banquet hall includes the plaster wall and ceiling finishes, plaster cornice, wood trimmed windows and doors, four-panel wood doors and hardwood strip flooring. A slightly projecting gallery with a paneled wood viewing screen overlooks the exhibition hall. A dog-leg timber stair providing access to the ground floor is ornamented with geometric cut-outs, wide board balusters and moulded handrail.

Archaeological Value:

There is one registered archaeological site on the property - BiFw-103 (Lansdowne Park Site). In November 2011 a Stage 2 Archaeological Assessment was completed by Golder Associates. It was submitted to the Ministry of Tourism, Culture and Sport and has been accepted (March 2012). In the assessment, a number of late 19th and early 20th century artifacts were found. They can provide information about late 19th century life in the City of Ottawa. Wood cribbing from the canal inlet, filled in sometime around 1890, is of interest as it is associated with the adjacent Rideau Canal World Heritage Site.

Heritage Value of the Setting Lands:

Within the Setting Lands, the visually-connected Aberdeen Pavilion and relocated Horticulture Building convey the historic use of Lansdowne Park as the grounds of the Central Canadian Exhibition. The Setting Lands consist of three significant views of the Aberdeen Pavilion and the Horticulture Building and include a view from Bank Street looking east to the west elevation (main façade) of the Aberdeen Pavilion, a view of the dome and north entrance of the Aberdeen Pavilion from Adelaide Street and a view of the west elevation of the Horticulture Building.

Heritage Value of the Views:

Significant views of the Aberdeen Pavilion include a view from the south of the Property looking north at the south elevation of the Aberdeen Pavilion, a view looking northwest towards the east and south elevations of the Aberdeen Pavilion from the southeast of the Property, a view looking west towards the east elevation of the Aberdeen Pavilion from the east of the Property, and a view looking southwest toward the east and north elevation (up to and including the Portico) of the Aberdeen Pavilion from the northeast of the Property..

Heritage Value of the Framing Lands:

The Framing Lands are visually and physically linked with the Aberdeen Pavilion and Horticulture Building; these lands provide the lateral context (i.e. built form and landscape) to the Views. The value, quality and visual impact of the Views are associated with the open space, and lack of tall buildings and large structures. The Framing Lands are also associated with the dynamic view of the upper portions of the Aberdeen Pavilion that is experienced along the southern and south-eastern edges of the Property from the scenic Queen Elizabeth Driveway. At the east and north east side of the property the Framing Lands frame two distinct views of the Aberdeen Pavilion, but are not part of the dynamic view.

Contextual Value:

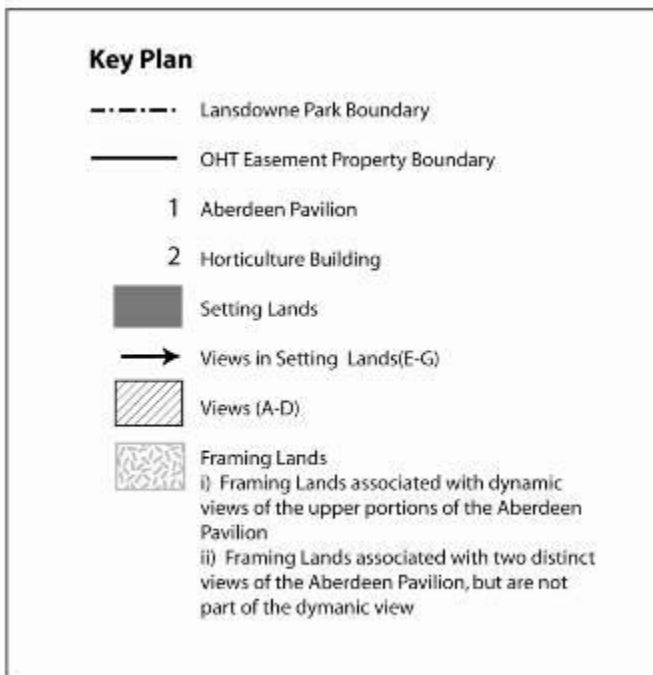
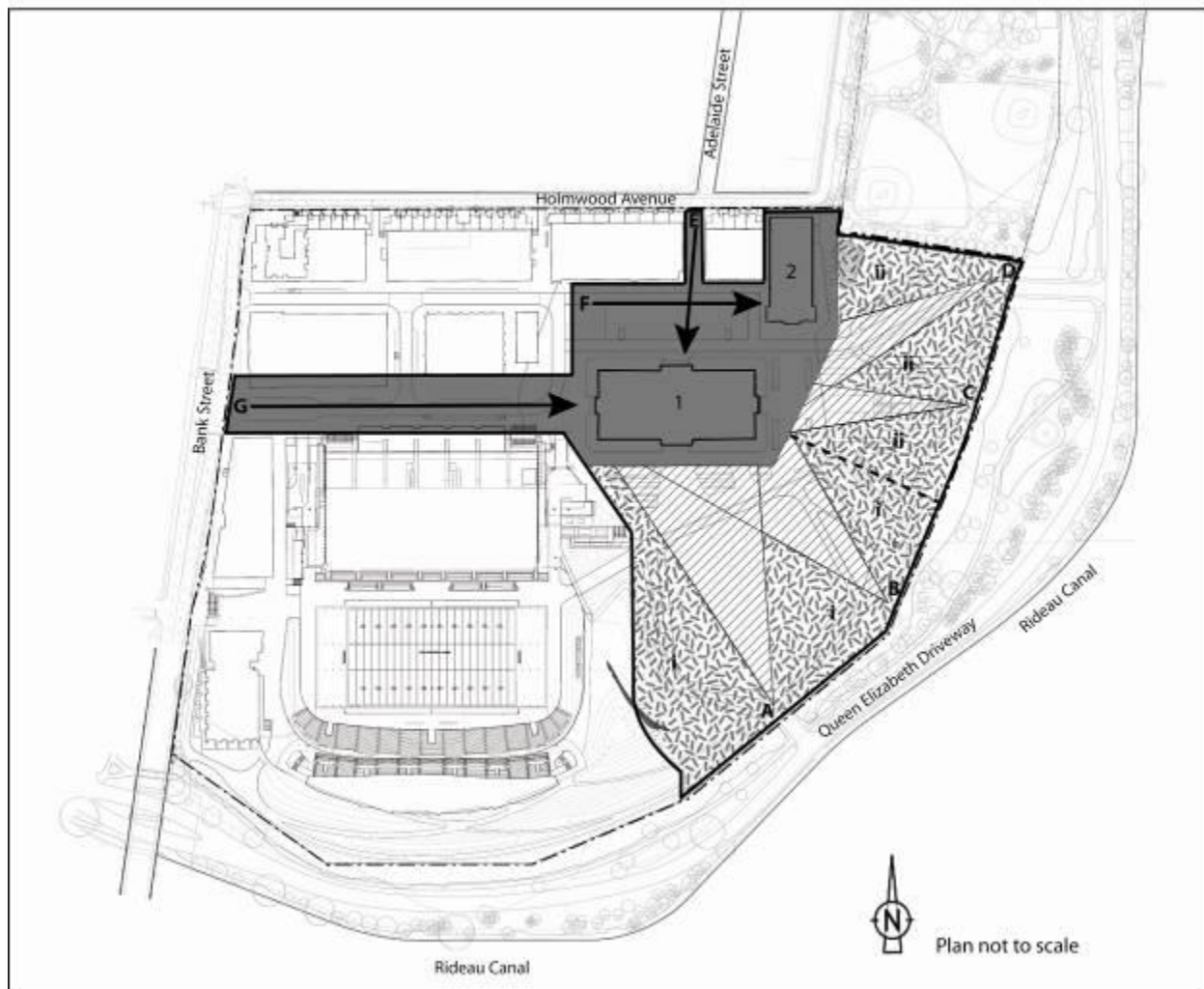
The Horticulture Building, the Aberdeen Pavilion and the open space of the easement are located on the former Central Canada Exhibition grounds at Lansdowne Park. Other buildings at Lansdowne Park include the Frank Clair Stadium, used as exhibition space, for sporting events and conferences. The Queen Elizabeth Driveway, which follows the edge of the Rideau Canal, is a scenic thoroughfare built by the predecessor of the National Capital Commission and wraps around the east and south of Lansdowne Park. The Rideau Canal, a UNESCO World heritage Site, was completed in 1832 and originally used for military purposes is now used as a recreational waterway. It also wraps around the south and east of the Park. The Rideau Canal is

historically linked to Lansdowne Park; paddlewheel steamers dropped patrons off at wharves located at the exhibition grounds. Additionally, the exhibition grounds are located in the Glebe, This former suburb of Ottawa was annexed by the City in 1889. The Aberdeen Pavilion is a key building in the Glebe and its dome is visible from the neighbourhood - specifically from the banks of the Rideau Canal.

SF: September 21, 2012

SCHEDULE "B2"

PLAN OF SETTING LANDS, VIEWS, AND FRAMING LANDS



SCHEDULE "B3"

HERITAGE FEATURES

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

- (a) the exterior of the Buildings; and
- (b) the interior areas of the Aberdeen Pavilion and select interior areas of the Horticulture Building shown shaded on the floor plans attached as Schedule "B4".

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 Aberdeen Pavilion:

- Clad and decorated in prefabricated pressed metal, pressed to look like stone masonry
- Decorative elements pressed with classical details such as garlands, dentils, and Corinthian capitals
- Medallions shaped like cattle heads
- Ornately decorated slightly projecting entrances on all four sides
 - East and west entrances: double doors topped with a semi-circular multi-paned transom, flanked by windows and two pilasters on each side capped with a triangular pediment
 - North and south entrances: with tripartite rounded-arched windows separated with pilasters, lion's head keystone, wreaths and pediments topped with a small cupola.
- Slightly projecting end piers are decorated with quoins, wreaths and pediments topped with a small cupola
- Band of large multi-paned windows that runs along all four sides of the building on the ground level separated by slender pressed metal pilasters
- Clerestory windows
- Slightly rounded metal-clad roof
- Slender gable roofline
- Large metal-clad domed cupola decorated with dentiled moulding and eight lion's heads

Entire Interior of the Aberdeen Pavilion:

- Exposed system of steel trusses
- Column-free open space with a high, clear span vaulted ceiling
- Rectangular plan measuring 94.5 metres by 39.6 metres (310 feet by 30 feet)

Exterior of the Horticulture Building:

- Prairie-style elements of the slightly projecting two-storey frontispiece:
 - Rectilinear massing
 - Low and broad proportions of 12 metres by 33 metres (39 feet by 108 feet)
 - Flat roof on the entrance pavilion
 - Broad projecting horizontal eaves
 - Heightened ground floor with illusion of truncated second floor
 - Symmetrical south façade
 - Cast stone or terracotta ornamental pilaster capitals, recessed stucco spandrel panels between the ground and second floor window groupings on the front and side elevations
 - Simple horizontal banding on the second storey that runs the length of the façade
 - Cast stone decorative floral motifs on the door surround
 - "HORTICULTURE" text recessed into artificial cast stone above the entrance
 - Clerestory windows on the second floor with a Prairie-style muntin pattern
 - The bank of three windows on the ground floor side walls with a Prairie style muntin pattern
 - Tripartite windows on the ground floor with fixed wood sash with a Prairie-style muntin pattern
 - Double and triple wood-sash casement windows on the second floor of the frontispiece also have a Prairie-style muntin pattern
- Side walls and frontispiece composed of red clay brick laid in common bond
- Long, rectangular hall of the rear exhibition portion of the building
- Truncated gable roof covering the exhibition hall
- Brick pilasters separating the bays each with a multi-paned metal frame window with three equal 15 paned sections and a central pivoting sash

Select Interiors of the Horticulture Building:

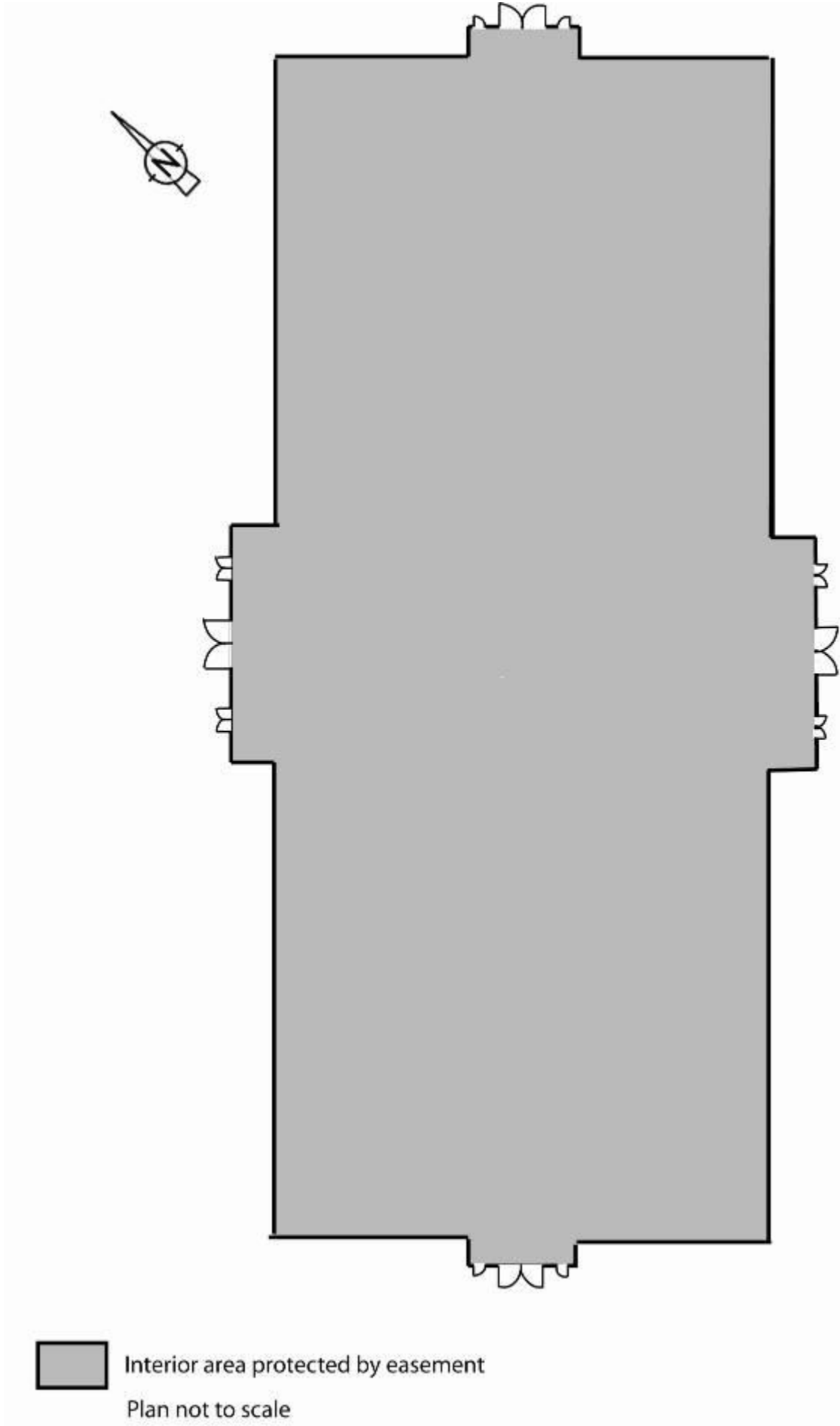
- Exposed system of steel trusses in the exhibition hall

- The exhibition hall's column-free open space with a high vaulted ceiling
- Dog-leg timber stairway from ground floor to second floor ornamented with geometric cut-outs, wide board balusters and moulded handrail (see note below).
- The second floor banquet hall's clerestory windows (located upper east and west side) and tripartite arranged windows with Prairie-style muntin pattern
- The second floor banquet hall's original decorative treatment: the plain plaster wall and ceiling finishes, plaster cornice, wood trimmed windows and doors, four-panelled wood doors and hardwood strip flooring
- Projecting gallery on second floor with paneled wood viewing screen overlooking the exhibition hall
- View from the second floor gallery overlooking the main floor exhibition hall

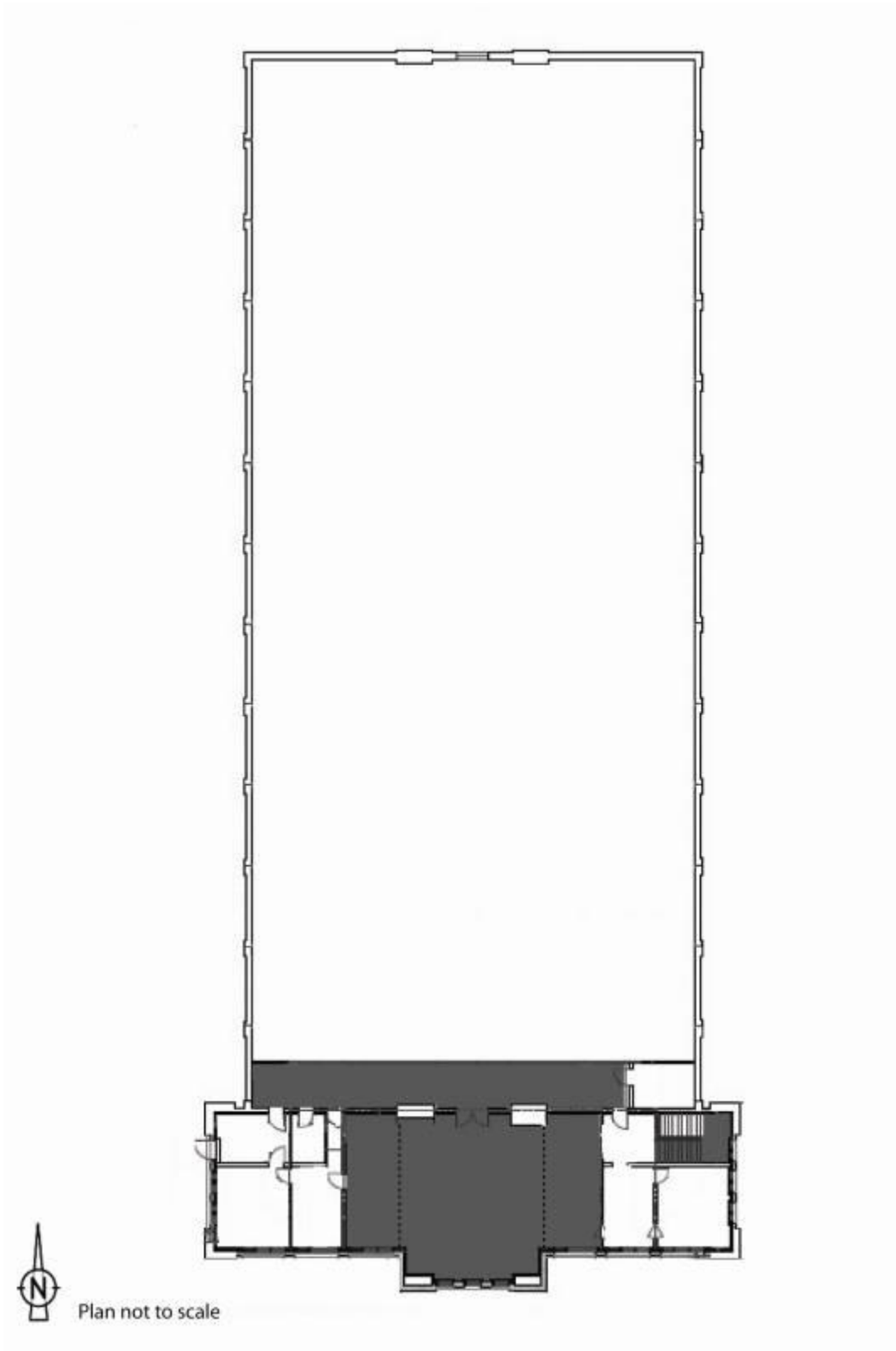
Note: The cultural heritage value of the Dog-leg stair is primarily as an artefact of a rare style and decorative type more than as a stair or architectural feature in the circulation plan of the building. If the stairway and its elements can not be preserved *in situ* it shall be appropriate to relocate and reuse the Prairie style features of these stairs elsewhere in a public location within the Horticulture Building. The features will need to be documented, labelled and carefully dismantled in order to conserve their value prior to relocation.

:SF Sept 21, 2012

SCHEDULE "B4"
ABERDEEN PAVILION INTERIOR FLOOR PLAN



SCHEDULE "B4"
HORTICULTURE BUILDING INTERIOR FLOOR PLANS

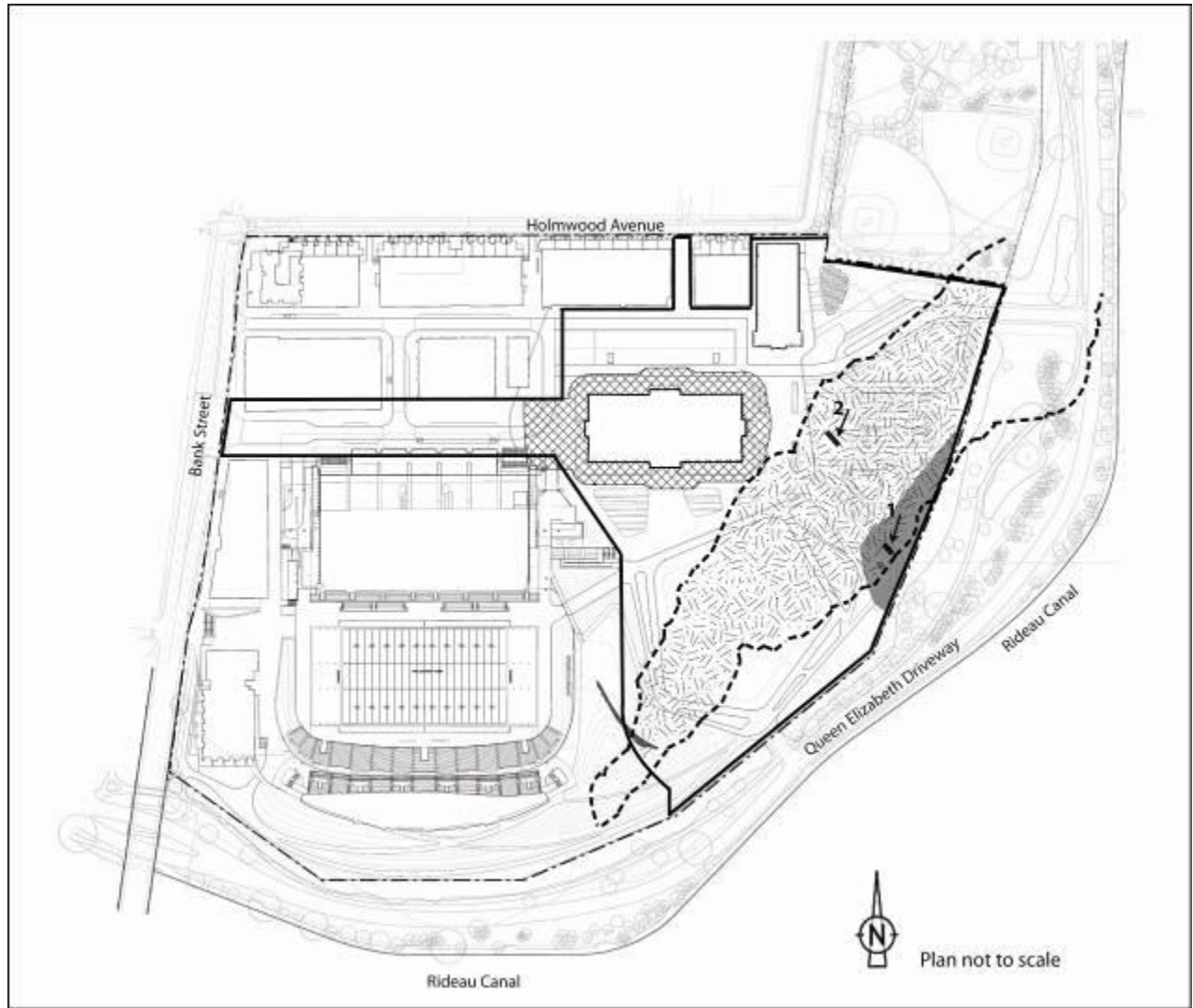





Legend

 Interior area protected by easement

SCHEDULE "B5"
ARCHAEOLOGICAL RESOURCES

This site plan was prepared by the Trust based on Figure 18 from the Golder & Associates Stage 2 Archaeological Assessment of Lansdowne park Lots I & K, Concession C Geographic Township of Nepean, Ottawa, Ontario (PIF P332-009-2010) dated November, 2011



Key Plan	
--- · · · · ·	Lansdowne Park Boundary
—————	OHT Easement Property Boundary
- - - - -	Approximate 1848 shoreline (inlet) and approximate location of cribbing
	Archaeological monitoring required within 1848 inlet
	Archaeological monitoring required around perimeter of Aberdeen Pavilion
	Archaeological monitoring required and Stage 4 assessment recommended
1 ———	Sub-operation 2C (location of in-situ wood cribbing of the canal inlet)
2 ———	Sub-operation 2J (location of in-situ wood cribbing of the canal inlet)

SCHEDULE "C1"

REDEVELOPMENT PLAN

The Lansdowne Park Redevelopment Plan is a public-private partnership to revitalize the Lansdowne Park fairgrounds, create a large multi-use urban public park, and develop commercial mixed use at the north and west portions of the site. The Plan includes an enhancement and rebuilding of part of Frank Clair Stadium, low rise commercial pavilions to the north of the Stadium and west of Bank Street, two high rise apartments and a mid rise office building with lower floor retail along the Bank Street frontage, and low-rise residential units facing north, along Holmwood Avenue. The Aberdeen Pavilion is to be preserved and the Horticulture building is to be relocated to the east

The demolition, excavation, removal, construction, reconstruction, renovation, restoration, alterations, and remodelling of the Setting Lands, the Views, the Framing Lands, the Buildings, Heritage Features, and the Archaeological Resources associated with the Redevelopment Plan is described in the following documents:

- All drawings, studies and reports submitted for Site Plan Control (stage 1) as approved by the Ottawa City Council, November 22, 2010.
- All drawings, studies and reports submitted for Site Plan Control (stage 2) as approved by General Manager Planning and Growth Management for City of Ottawa January 16, 2012.
- *Lansdowne Park Design Manuel (V. 05) Integrated Site Plan Implementation* and dated June 2011 approved as part of the Stage 2 Site Plan approval.
- Public Realm Design Plan and Detail as approved by Lansdowne Design Review Panel (LDRP) approved June 2012.
- MOU with the Ottawa Farmer's market and E-mail from Phil Powell, dated April 13, 2012 confirming the OFM approval for the Market Layout at Lansdowne as reflected in the attachment to the e-mail prepared by PFS dated March 29, 2012
- *Lansdowne Park Sustainability Plan* submitted to and approved by the Lansdowne Design Review Panel (LDRP) and dated June 2012.
- *Ventilation Shafts Memo* prepared by OSEG (Ottawa Sports and Entertainment Group) dated March 12, 2012 82740.02-1270(3).
- The *Lansdowne Heritage and Algonquin Interpretation and Public Art Implementation Plan* dated June 2012 approved by Ottawa City Council on July 3, 2012.

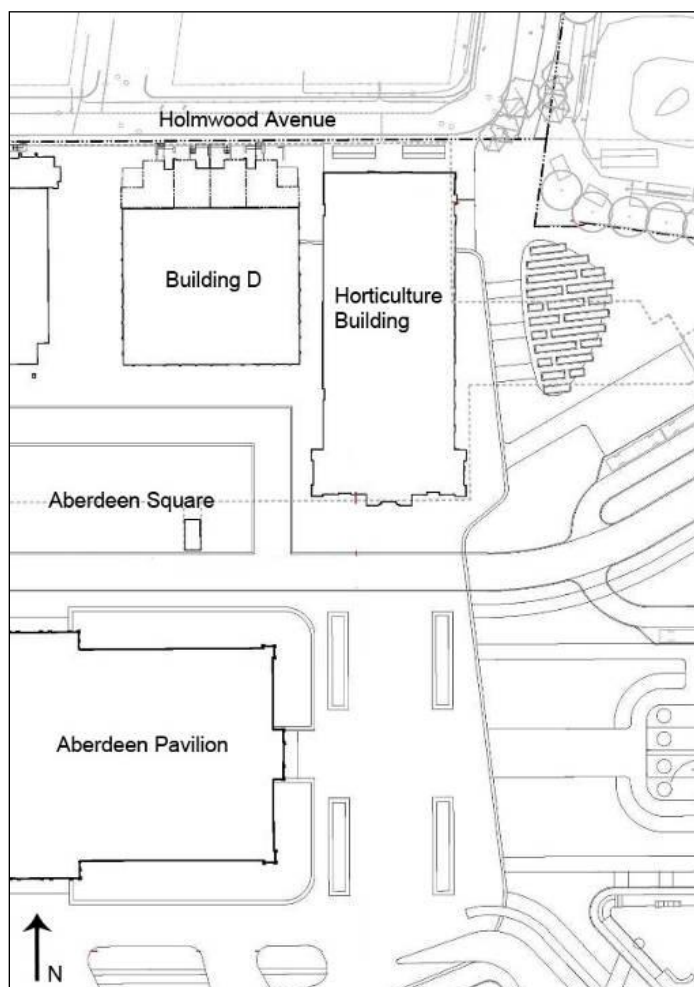
SCHEDULE "C2"

HORTICULTURE BUILDING SITE PLAN

The Trust acknowledges that the City, plans to relocate the Horticulture Building and to reduce the length of the 13- bay north auditorium wing of the Horticulture Building by three (3) structural bays (approximately 14 metres / 48 feet) prior to relocating the Horticulture Building approximately 140 metres (460 feet) to the east of its current location. Once the Horticulture Building has been moved to its new location (as depicted in the image below) two (2) of the removed bays will be rebuilt at the north end to match the existing architecture, but using new construction. The details of the approvals and planning for the partial demolition, building relocation, and associated interior and exterior alterations are described in the following documents:

- By-law 2012-84, a by-law of the City of Ottawa to repeal by-law number 8-94 designating the Horticulture Building, 957 Bank Street to be of cultural heritage value or interest enacted by City Council at its meeting of March 28, 2012.
- *Horticulture Building Conservation Plan, Lansdowne Park, Ottawa, Ontario* prepared by Commonwealth Historic Management Limited as approved on March 19, 2012.
- Plans for the Works to provide for the relocation of the Horticulture building and adaptive re-use prepared by Julian Smith Architects (PPT Presentation Approved by the LDRP February 2 2012
- Staff Report dealing with the Lansdowne Park Programming including describing the modified Horticulture Relocation and adaptive re-use plans for the Horticulture Building as approved by City Council on February 22, 2012
- *Horticulture Building Move at Lansdowne Park* (15 drawings in set) prepared by A. Dangenais and Associates Inc. Consulting Engineers and Architect dated July 2012.
- *CDS Building Movers Sequence plan for Horticulture Building relocation approved on April 2012.*

In its new location (depicted below) the Horticulture Building will be covered by this Agreement.



SCHEDULE "D"

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. 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 “E”

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’