

Report to Community Advisory Committee on Planning

To: Chair and Members
Community Advisory Committee on Planning
From: Britt O’Hagan, RPP, MCIP Manager,
Community Planning, Urban Design and Heritage
Subject: Heritage Easement Agreement, 1656 Hyde Park Road
Date: January 11, 2023

Recommendation

Approval of the attached Heritage Easement Agreement (Appendix “B”) between the Corporation of the City of London and the property owner of 1656 Hyde Park Road, otherwise known as the “Routledge Farmhouse” is being recommended. The attached proposed by-law (Appendix “A”) is being recommended to be introduced at a Municipal Council meeting to be held on February 14, 2023 to approve the Heritage Easement Agreement and authorize the Mayor and City Clerk to sign the agreement.

Executive Summary

The Routledge Farmhouse, located at 1656 Hyde Park Road is a significant cultural heritage resource, designated pursuant to Part IV of the *Ontario Heritage Act* by By-Law No. L.S.P.-3455-204. A Zoning By-Law Amendment (Z-9301) for the property, and adjacent properties includes the relocation, conservation, and adaptive re-use of the existing Routledge Farmhouse as a part of an 8-storey (29 metre) development. As a condition of the Zoning By-Law Amendment, the owner will enter into a Heritage Easement Agreement with the City of London. A Heritage Easement Agreement will ensure that the cultural heritage value of the property will be conserved throughout the process of relocating the Routledge Farmhouse, as well ensuring the short- and long-term conservation of this significant cultural heritage resource. The property owner has reviewed and agreed to the Heritage Easement Agreement for the Routledge Farmhouse.

Analysis

1.0 Background Information

1.1 Property Location

The property at 1656 Hyde Park Road, known as the Routledge Farmhouse, is located on the west side of Hyde Park Road between North Routledge Park and Gainsborough Road.

1.2 Cultural Heritage Status

The property at 1656 Hyde Park Road is designated pursuant to Part IV of the *Ontario Heritage Act*. By-law No. L.S.P.-3455-204 came into force and effect in 2016.

1.3 Property Description

Thomas Routledge (1763-1844) and his family arrived in London Township as “Talbot Settlers” – the earliest organized colonial settlements in the former London Township. He received the Crown grant for the south parts of Lots 25-26, Concession IV in the former London Township in 1836, and his family named the area “Hyde Park”.

Robert Routledge (1824-1904), grandson of Thomas Routledge acquired his grandfather’s property by 1875, and had the property surveyed, subdivided, and registered a Plan of Subdivision in 1886. Lot 14 of Registered Plan 416 was one of the lots retained by Robert Routledge, and the lot contains the building located at 1656 Hyde Park Road, locally known as the Routledge Farmhouse. He owned the property until his death in 1904.

The Routledge Farmhouse is a two-storey brick building built in the vernacular Italianate farmhouse style circa 1880. The brick used to construct the house is likely local, as it demonstrates characteristic buff colouring, and slight inconsistencies in the firing of the brick suggests a relatively early origin. The building's T-plan, hipped roof, wood detailing, porch, and fenestration all contribute to its cultural heritage value as a vernacular Italianate farmhouse.

The property at 1656 Hyde Park Road is important in maintaining the village character of Hyde Park as a historic settlement area.

2.0 Discussion and Considerations

2.1 Legislative and Policy Framework

Cultural heritage resources are to be conserved and impacts assessed as per the fundamental policies in the *Provincial Policy Statement (2020)*, the *Ontario Heritage Act*, and *The London Plan*.

2.1.1 Provincial Policy Statement

Heritage Conservation is a matter of provincial interest (Section 2.d, *Planning Act*). The *Provincial Policy Statement (2020)* promotes the wise use and management of cultural heritage resources and directs that "significant built heritage resources and significant cultural heritage landscapes shall be conserved" (Policy 2.6.1, *Provincial Policy Statement 2020*).

"Significant" is defined in the *Provincial Policy Statement (2020)* as, "resources that have been determined to have cultural heritage value or interest." Further, "processes and criteria for determining cultural heritage value or interest are established by the Province under the authority of the *Ontario Heritage Act*."

Additionally, "conserved" means, "the identification, protection, management and use of built heritage resources, cultural heritage landscapes and archaeological resources in a manner that ensures their cultural heritage value or interest is retained."

2.1.2 Ontario Heritage Act

The *Ontario Heritage Act* enables municipalities to protect properties of cultural heritage value or interest. Properties of cultural heritage value can be protected individually, pursuant to Section 29 of the *Ontario Heritage Act*, or where groups of properties have cultural heritage value together, pursuant to Section 41 of the *Ontario Heritage Act* as a Heritage Conservation District (HCD). Designations pursuant to the *Ontario Heritage Act* are based on real property, not just buildings.

2.1.2.1 Heritage Easement Agreement

The *Ontario Heritage Act* also enables other tools to protect and conserve cultural heritage resources, including Heritage Easement Agreements.

Section 37 of the *Ontario Heritage Act* states,

37(1) Despite subsection 36(1), after consultation with its municipal heritage committee, if one is established, the council of a municipality may pass by-laws providing for the entering into of easements or covenants with owners of real property or interests in real property, for the conservation of property of cultural heritage value or interest. 2002, c. 18, Sched. F, s. 2 (19).

(2) Any easement or covenant entered into by a council of a municipality may be registered, against the real property affected, in the proper land registry office. R. S. O. 1990, c. O. 18, s. 37 (2).

(3) Where an easement or covenant is registered against real property under subsection (2), each easement or covenant shall run with the real property and the council of the municipality may enforce such easement or covenant, whether positive or negative in nature, against the owner or any subsequent owners of

the real property, and the council of the municipality may enforce such easement or covenant even where it owns no other land which would be accommodated or benefitted by such easement or covenant. R. S.O. 1990, c. O. 18, s. 37 (3).

(4) Any assignment or covenant entered into by the council of the municipality under subsection (2) may be assigned to any person and such easement or covenant shall continue to run with the real property and the assignee may enforce the easement or covenant as if it were the council of the municipality and it owned no other land which would be accommodated or benefitted by such easement or covenant. R. S.O. 1990, c. O. 18, s. 37 (4).

(5) Where there is conflict between an easement or covenant entered into by a council of a municipality under subsection (1) and section 33 or 34, the easement or covenant shall prevail. R. S.O. 1990, c. O. 18, s. 37 (5).

2.1.3 The London Plan

The London Plan is the City of London's Official Plan. The policies of *The London Plan* found in the Key Directions and Cultural Heritage chapter support the conservation of London's cultural heritage resources.

Policy 570_5 of *The London Plan* states:

For the purposes of cultural heritage protection and conservation, City Council may adopt a number of specific strategies and programs, including: heritage easements.

Policy 583_ of *The London Plan* states,

To ensure a greater degree of protection to designated properties of cultural heritage value or interest, City Council may enter into agreements with property owners or may attempt to secure conservation easements in order to protect those featured deemed to have heritage value. Council may also consider the application of zoning that includes regulations to further protect the property.

3.0 Financial Impact/Considerations

None

4.0 Key Issues and Considerations

4.1. Heritage Easement Agreements in London

There are nine properties in London which are protected through a heritage easement agreement. Four heritage easement agreements are held by the Ontario Heritage Trust (formerly the Ontario Heritage Foundation); five heritage easement agreements are held by the City of London.

Municipal Heritage Easement Agreements

- Chestnut Hill, 55 Centre Street
- 229-231 Dundas Street, London Mechanics' Institute
- Elise Perrin Williams Memorial London Public Library and Art Gallery and Museum, 305 Queens Avenue
- Thornwood, 329 St. George Street and 335 St. George Street
- Carfrae Cottage, 39 Carfrae Street

Ontario Heritage Trust Easement Agreements

- London District Court House, 399 Ridout Street North
- Eldon House, 481 Ridout Street North
- Normal School, 165 Elmwood Avenue East
- London Psychiatric Hospital, 850 Highbury Avenue North

Heritage easement agreements can be an important tool in the protection of significant cultural heritage resources. Heritage easement agreements are commonly required as

part of development applications for other municipalities including Kingston, Markham, Oakville, Toronto, and Brampton.

4.2 Requirement to Enter into a Heritage Easement Agreement

The purpose of a heritage easement agreement is for the conservation of a property of cultural heritage value or interest (Section 37(1), *Ontario Heritage Act*). A property must be of cultural heritage value or interest to enter into a heritage easement agreement, however there is no provincially mandated criteria for a municipality to enter into a heritage easement agreement. As demonstrated by its existing designation pursuant to Section 29 of the *Ontario Heritage Act*, the Routledge Farmhouse (1656 Hyde Park Road) is of significant cultural heritage value or interest.

Consultation with a municipal heritage committee, the Community Advisory Committee on Planning (CACP), is required before a municipality can enter into a heritage easement agreement with a property owner pursuant to Section 37(1) of the *Ontario Heritage Act*. The CACP is being consulted on this Heritage Easement Agreement at their meeting held on January 11, 2023.

As demonstrated by Policy 570_5 and Policy 583_ of *The London Plan*, there are sufficient enabling policies for Municipal Council to enter into a heritage easement agreement.

4.3 Heritage Easement Agreement vs. Heritage Designating By-law

Heritage easement agreements provide the highest level of protection, pursuant to the *Ontario Heritage Act*, to protect significant cultural heritage resources for future generations. It is a legal document, like a heritage designating by-law, which is registered on the title of the property. A heritage easement agreement remains applicable to the specific property if the property is sold.

Where a heritage designation pursuant to Section 29 or Section 41 of the *Ontario Heritage Act* may be imposed on a property (with appeal opportunities availed to the property owner), the agreement between the municipality and property owner is required to enter into a heritage easement agreement. Heritage easement agreements, and decisions pursuant to heritage easement agreements, are not appealable to the Ontario Land Tribunal (OLT).

Of particular benefit for a significant cultural heritage resource that will be subject to a relocation and adaptive re-use as a part of a development project, a heritage easement agreement can ensure that the recommendations of a Conservation Plan be implemented to ensure the conservation of cultural heritage resource. Specific to the Routledge Farmhouse, a Conservation Plan was prepared for the property to ensure that the heritage attributes of the property will be conserved as a part of the short- and long-term construction and maintenance for the property.

Heritage easement agreements establish requirements for maintaining a property, or specific features or attributes of a property. In addition to the requirement to obtain approval from a municipality prior to making alterations to the property, like a heritage designated property, other requirements, such as insurance, can be included within a heritage easement agreement.

Pursuant to Section 37(5) of the *Ontario Heritage Act*, in the event of a conflict between a heritage easement agreement and a heritage designating by-law, a heritage easement agreement will prevail.

4.4 Agreement with Property Owner

As noted, entering into a heritage easement agreement requires the agreement of the property owner and municipality.

A Zoning By-Law Amendment (Z-9301) for the property, and adjacent properties includes the relocation, conservation, and adaptive re-use of the existing Routledge Farmhouse as a part of an 8-storey (29 metre) development. As a condition of the

Zoning By-Law Amendment, the owner will enter into a Heritage Easement Agreement with the City of London. The property owner has reviewed and agreed to the Heritage Easement Agreement in Appendix B for the Routledge Farmhouse.

The Heritage Easement Agreement will be registered on the title of the property.

Conclusion

The Routledge Farmhouse located at 1656 Hyde Park Road is a significant cultural heritage resource. It is protected by its designation pursuant to Part IV of the *Ontario Heritage Act*. A heritage easement agreement will help to ensure that the cultural heritage value of the property will be conserved throughout the process of relocating the Routledge Farmhouse. The Heritage Easement Agreement will also implement the recommendations included within the Conservation Plan for the Routledge Farmhouse to ensure its long-term conservation for Londoners.

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Urban Design and Heritage

CC Sachit Tatavarti, Solicitor

Appendix A Authorizing By-law
Appendix B Heritage Easement Agreement – 1656 Hyde Park Road

Appendix A – Authorizing By-law

Bill No.
2023

By-law No.

A by-law to enact a Heritage Easement Agreement for the property at 1656 Hyde Park Road, pursuant to the provision of the *Ontario Heritage Act*

WHEREAS Section 5(3) of the *Municipal Act*, 2001, S. P. 2001, c. 25, as amended, provides that a municipal power shall be exercised by by-law;

WHEREAS Section 9 of the *Municipal Act*, 2001, provides that a municipality has the capacity, rights, powers, and privileges of a natural person for the purposes of exercising its authority under that or any other Act;

AND WHEREAS the Owner is the registered owner of certain lands and premises situated in the City of London, in the County of Middlesex and Province of Ontario (hereinafter called the “Property” or “1656 Hyde Park Road” being composed of E ½ LT 14 PL416 LONDON TWP AS IN 789849; EXCEPT PT 1 ER936569, PT 1 33R19406; London and known municipally as 1656 Hyde Park Road, London and designated to be of historic and architectural value by By-law No. L.S.P.-3455-204;

AND WHEREAS the purpose of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS in accordance with Section 37(1) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, the City is entitled to enter into agreements, covenants, and easements with owners of real property or interests therein, for the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Sections 37(2) and 37(3) of the *Ontario Heritage Act*, R. S. O. 1990, c. O.18, such covenants and easements may be entered into by the City, when registered in the property 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 City or its assignees against any subsequent owners of the real property even where the City owns no other lands which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and the City desire to conserve the cultural heritage value and interest of the Property as described hereto in a manner which will ensure its preservation for future generations;

AND WHEREAS it is appropriate to authorize the Mayor and City Clerk to execute the Heritage Easement Agreement on behalf of the City;

AND THEREFORE the Municipal Council of The Corporation of the City of London enacts as follows:

1. The Agreement attached as Schedule “A” to this By-law, being a heritage easement agreement related to 1656 Hyde Park Road, London, is hereby authorized and approved.
2. The Mayor and the City Clerk are hereby authorized to execute the Agreement authorized and approved under Section 1 above, substantially in the form of agreement attached and to the satisfaction of the City Solicitor.

3. This by-law shall come into force and effect on the day it is passed.

PASSED in Open Council February 14, 2023.

Josh Morgan
Mayor

Michael Schulthess
City Clerk

First Reading – February 14, 2023
Second Reading – February 14, 2023
Third Reading – February 14, 2023

Appendix B – Heritage Easement Agreement – 1656 Hyde Park Road

THIS AGREEMENT made this XX day of XXXX 2023 between:
XXXX
(the “Owner”)

and
the Corporation of the City of London
(the “City”)

WHEREAS the Owner is the owner of certain lands and premises situated in the City of London in the County of Middlesex and Province of Ontario, and municipally known as 1656 Hyde Park Road (hereinafter called the “Property”), and more particularly described in Schedule “A” attached hereto and which there is a dwelling (hereinafter called the “Building”);

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R. S. O., 1990, c. O.18, is to support, encourage, and facilitate the conservation, protection, and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the City is entitled to enter into easements or covenants with owners of real property, or interests therein, for the conservation of property of cultural heritage value or interest;

AND WHEREAS in accordance with Subsection 37(1) of the *Ontario Heritage Act*, the City has passed by-law No. XXXX authorizing this Agreement, a copy of which is attached as Schedule “B” to this Agreement;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such covenants and easements entered into by the City 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 City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements;

AND WHEREAS the Owner and City desire to conserve the cultural heritage value or interest of the property set out in the “Cultural Heritage Value” attached as Schedule “C” and as may be depicted in the Photographs attached as Schedule “D” and according to the Conservation Plan attached as Schedule “E” to this agreement;

AND WHEREAS to this end, the Owner and the City agree to enter into this heritage easement agreement (hereinafter called the “Agreement”);

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

1.0 Purpose

It is the purpose of this Agreement to ensure that the cultural heritage value of the Property will be conserved throughout the process of relocating the Building on the Property, as well as in the short term and long term so that it will remain in perpetuity as part of the cultural heritage of the City of London. To achieve this purpose, the Owner and the City agree that the Heritage Attributes will be retained, maintained, and conserved by the Owner through the application of recognised heritage conservation principles and practices including but not limited to the Eight Guiding Principles for the Conservation of Historic Properties and that no change shall be made to the Heritage

Attributes that will adversely affect the cultural heritage value of the Property as set out in the Statement of Cultural Heritage Value or Interest attached as Schedule “C”.

2.0 Cultural Heritage Value or Interest

2.1 Statement of Cultural Heritage Value or Interest

The Owner and the City agree that for the purposes of this Agreement the Statement (hereinafter called the “Cultural Heritage Value or Interest”) attached as Schedule “C” to this Agreement sets out the reasons why the Property has been identified by the City as having cultural heritage value or interest.

2.2 Photographs Relevant to the Duties of the Owner

The Owner acknowledges that a set of dated photographs, hereinafter referred to collectively as “the Photographs” and attached as Schedule “D”, document the state of the Property as of the date of execution of this Agreement. The original photographs, dated August 26, 2022, will be kept on file at the City’s offices or such other locations as the City may determine, and may be examined at any time upon reasonable notice to the City. The Photographs generally depict certain heritage attributes of the appearance or the construction of the Building and Property. The Cultural Heritage Value or Interest and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 3.1 and/or 3.5, the Owner shall within ninety (90) days of completion of such alterations and at the Owner’s expense, provide to the City new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be dated and filed with the City by email correspondence. Upon receipt of the photographs, prepared to the satisfaction of the City, the City will issue a notice of receipt by email to confirm the photograph will be used for the purposes of this Agreement. The City shall number the said photographs which shall supersede the original Photographs and all references in this Agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.3 Reports Relevant to the Duties of the Owner

The Owner and the City acknowledge that recommendations included within the reports below prepared in support of the Zoning By-law Amendment under the *Planning Act* application Z-9301 in the City of London shall be implemented in accordance with this Agreement. The relevant reports that document the state of the Property and recommend mitigation and conservation measures to be implemented include:

- (a) Heritage Impact Assessment (a+LiNK Architecture Inc., revised January 27, 2021);
- (b) Building Condition Assessment Report (a+LiNK Architecture Inc., revised January 27, 2021);
- (c) Conservation Plan (a+LiNK Architecture Inc., revised, January 27, 2021);
- (d) Associated drawings depicting proposal (17|21 Architects)

The reports noted above are associated with the application submission for Z-9301.

2.4 Conservation Principles, Standards and Guidelines

The Owner and the City 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 Ontario Ministry of Tourism, Culture, and Sport’s *Eight Guiding Principles in the Conservation of Historic Properties* as revised from time to time, the present edition of which is attached as Schedule “F” and recognised heritage conservation best practices (hereinafter called the “Conservation Principles and Practices”).

3.0 Duties of Owner

3.1 Normal Repairs and Alterations

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

thing or act which would may be likely to affect the heritage attributes, features or the appearance or construction of the Building as set out in the Cultural Heritage Value or Interest and as may be depicted in the copies of the Photographs on file or drawings or other documents attached hereto. The approval required to be obtained from the City herein shall be deemed to have been given upon the failure of the City to respond in writing to a written request for it within ninety (90) days of receiving such request at its address as set out in paragraph 6.1 of this Agreement. If the approval of the City is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling, or other thing or act so approved of, shall use materials approved by the City.

3.2 Permitted Relocation

The Owner may relocate the Building from its current location approximately 3.3 metres to the east and 4.2 metres to the south as described in Section 7 of the Conservation Plan attached in Schedule "E". The relocation of the Building and the details of the glass link connecting the Building to the future develop will be completed in accordance with the Conservation Plan, and will be permitted through the approval of a Heritage Alteration Permit processed pursuant to Section 34 of the *Ontario Heritage Act*. Any additional permits or approval, including but not limited to, Building Permits or Demolition Permits will be required, as necessary.

The Owner shall ensure the following with respect to the relocation of the Building:

- (a) the relocation is undertaken by a qualified building moving contractor experienced in the relocation of heritage buildings with at least 10 years demonstrated experience;
- (b) the relocation is monitored by an architect or engineer with qualifications and expertise in heritage matters acceptable to the City;
- (c) as least forty-eight (48) hours notice shall be provided to the City prior to the relocation;
- (d) the relocation and restoration of the building is performed in accordance with the methodology outlined in the Conservation Plan and recommended by the qualified building moving contractor to avoid potential damage to the Building;
- (e) A financial security be taken to ensure conditions (a), (b), (c), and (d) are implemented.

To ensure due performance of all matters required by this Agreement, the Owner shall deposit with the City security, satisfactory to the City, in the amount of \$XXXX, as attached in Schedule "G". The release of any or all security shall be subject to the completion of work required herein to the specifications and satisfaction of the City.

3.3 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building. Upon execution of this agreement, the Owner shall deliver to the City a letter or certificate, in a form and from an insurance company, agent, or broker acceptable to the City, which letter or certificate shall state as follows:

"This will confirm that (name of insurer) has insured to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Building."

The Owner further agrees to provide written evidence of the renewal of such policy at least three (3) weeks prior to the expiration date of the policy, in a form satisfactory to the City. If the Owner fails to so insure the Building, or in any such insurance on the Building is cancelled, the City may effect such insurance as the City deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the City, or if not shall be a debt due and owing to the City and recoverable from the Owner by action in

a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the City, be applied to replacement, rebuilding, restoration, or repair of the Building to the fullest extent possible having regard for the Cultural Heritage Value or Interest, the particular nature of the Building and the cost of such work.

3.4 Damage or Destruction

The Owner shall notify the City of any damage or destruction to the Building within ten (10) days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuild, restoration, or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of such notice of such damage or destruction, request written approval by the City to demolish the Building, in accordance with paragraph 2.1. If the approval of the City is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the building.

3.5 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 3.4. or if the City does not give the approval to demolish referred to in paragraph 3.4, the Owner shall replace, rebuilding, restore, or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration, or repair of the Building to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style, or any other grounds including, but not limited to, aesthetic grounds, and the determination of the City shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the City of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the City may stipulate. Such approval shall be deemed to have been received upon failure of the City to respond in writing to a written request for it within ninety (90) days of receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration, and repair work on the Building to be commenced within thirty (30) of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, or timing otherwise agreed to the City, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the City.

3.6 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 3.4 and the Owner fails to submit plans and specifications pursuant to paragraph 3.5 which are acceptable to the City within one hundred and thirty-five (135) days of the damage or destruction to the Building being reported to the City, the City may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the City in writing that they intend to replace, rebuild, restore, or repair the Building in accordance with those plans and specifications.

If the Owner does not so notify the City within the said thirty (30) days, the City may enter onto the property and proceed with replacing, rebuilding, restoring, or repairing the building so as to affect the complete restoration of the building. The Owner shall reimburse the City for all expenses incurred by the City in carrying out such work.

3.7 Maintenance of the Building

The Owner shall at all time maintain the Building in as good and as sound of a state of repair as a prudent owner would normally do so, so that no deterioration in the Building's condition and appearance shall take place, including, without limiting the

generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire, and damage from inclement weather.

3.8 Signs, Etc.

The Owner shall not erect or permit the erection on the Building of any signs, awnings, television aerials, or other objects of similar nature without the prior written approval of the City provided, however, the approval of the City shall not be unreasonably withheld, having regard to the Owner's use of the Building, the Cultural Heritage Value or Interest, and the Photographs.

3.9 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In particular, the Owner shall not, except with the prior written approval of the City:

- (a) Grant any easement or right-of-way which would adversely affect the easement hereby granted;
- (b) Allow the dumping of soil, rubbish, ashes, garbage, waste, or other unsightly, hazardous, or offensive materials of any type or description;
- (c) Except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands that would negatively affect the Building or its Cultural Heritage Value or Interest, 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, sand, or other materials;
- (d) Allow any activities, actions, or uses detrimental or adverse to water conservation, erosion control, and soil conservation;
- (e) Allow the planting of trees, shrubs, or other vegetation which would cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest; and,
- (f) Erect or remove or permit the erection or removal of any building, fence, or structure of any type whatsoever on the Property provided, however, that the approval of the City shall not be unreasonably withheld if such erection or removal would not cause any damage or a real likelihood of damage to the Building or otherwise negatively affect it or its Cultural Heritage Value or Interest.

3.10 Breach of Owner's Obligations

If the City, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the City's estimated costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the City for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for all expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed to the City and may be enforced by any remedy authorized or permitted by this Agreement or by law, and no such remedy shall be exclusive of or dependent on any other remedy. If necessary, the City may recover costs from existing securities still held by the City, or may recover costs by adding to the tax roll, pursuant to the *Municipal Act*.

3.11 Waiver

The failure of the City at any time to require performance by the Owner of any obligations under this Agreement shall in no way affect its right thereafter to enforce

such obligations, nor shall the waiver by the City of the performance of any obligations 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.

3.12 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 both the Owner and the City, 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.

3.13 Emergencies

Notwithstanding the provisions of paragraph 3.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Building as are:

- (a) In keeping with the intentions of this Agreement;
- (b) Consistent with the conservation of the Building; and,
- (c) Reasonably necessary to deal with an emergency which puts the security or integrity of the Building or occupants of the Building at risk of damage.

Provided that the *Building Code Act, 1992*, S. O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the City's Heritage Planner is consulted.

4.0 Use of Property

The Owner expressly reserves for itself, its representatives, heirs, successors, and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

5.0 Inspection by City

The City or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

6.0 Notice of Easement

6.1 Plaque

The Owner agrees to allow the City to erect a plaque on the Building or Property, in a tasteful manner and at the City's expense, indicating that the City holds a conservation easement on the Property.

6.2 Publicity

The Owner agrees to allow the City to publicise the existence of the easement.

7.0 Notice

7.1 Address of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

Owner

1630 HP Inc
1656 Hyde Park Road
London, Ontario
N6H 5L7

City

The Corporation of the City of London
300 Dufferin Avenue
P.O. Box 5035
London, Ontario
N6A 4L9

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above. The Owner also agrees to notify the City if the property is sold or the ownership is transferred to a new owner.

7.2 Method of Notice

Any notices, certificates or other communications and deliveries required by this Agreement or desired to be given to or made by any party shall be in writing and may be delivered personally, made by mailing the same in a sealed envelope, by registered mail, postage prepaid, return receipt requested, addressed to each part at the address set forth in 6.1 or such other address as the parties shall designate by notice, given in accordance herewith. Personal delivery shall be effective on the day of delivery and delivery by mail shall be effective five (5) days after mailing.

8.0 Indemnity

8.1 No work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement, shall give rise to any action, claim, counter-claim or demand by the Owner, or the Owner's heirs, executors, administrators, successors or assigns, for damages or compensation of any kind because of such work, act, matter or thing done or omitted to be done by the City, its officers, employees or agents or Municipal Council, pursuant to or in connection with this Agreement.

8.2 Unless caused by the negligence or wilful misconduct of the City, the Owner agrees to indemnify and forever save harmless the City, its officers, employees, and agents and Municipal Council, from any claim, suit, demand, action, costs or causes of action against the City by the Owner or those for whom the Owner is responsible in law arising out of or in connection with a breach of this Agreement or any work, act, matter, or thing done or omitted to be done by the Owner or those for whom the Owner is responsible in law pursuant to or in connection with this Agreement.

9.0 Entire Agreement

Except as set out herein, this written Agreement embodies the entire agreement of the parties regarding the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

10.0 Severability

The Owner and the City agree that all covenants, easements, and restrictions contained in this Agreement shall be severable, and that should any covenant, easement, or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements, and restrictions shall not terminate thereby.

11.0 Binding on Successors

11.1 The covenants, easements, and restrictions set out in this Agreement shall run with the Property and shall ensure to the benefit and be binding upon the parties and their respective heirs, executors, administrators, successors, and assigns as the case may be, in accordance with Section 37 of the *Ontario Heritage Act*, as amended. "Owner" wherever used in this Agreement, is intended and shall be construed to include such subsequent owners, successors and assigns.

11.2 Without in any way affecting or intending to affect the binding nature of the covenants, easements and restrictions herein contained, in any and every conveyance, sale, charge, mortgage, lease, assignment, license, disposition or other dealing whatsoever with the Property and any part thereof, the Owner shall deliver to every grantee, transferee, buyer, mortgagee, lessee, assignee, licensee or other interested person thereunder written notice of this Agreement and obtain from every such party thereof a covenant to observe, perform and comply with the covenants, easements and restrictions herein contained.

11.3 The Owner shall notify the City within ten (10) days of divesting themselves of any legal or beneficial interest in the Property or the Building.

12.0 Termination

Notwithstanding any other provision of this Agreement, this Agreement shall terminate and all covenants, easements and restrictions contained herein shall be released immediately upon the City providing approval to demolish the Building pursuant to paragraph 3.4.

13.0 General

13.1 The Owner hereby agrees to procure and provide to the City any postponement agreements which the City Solicitor considers necessary to ensure that this Agreement shall have a priority over any other any other interests in the Property.

13.2 The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for the convenience of reference only.

13.3 This Agreement shall be construed with all changes in number and gender as may be required by the context.

13.4 This Agreement shall be governed in accordance with the laws of the Province of Ontario.

13.5 The following schedule attached hereto shall be deemed to form a part of this Agreement:

- (a) Schedule "A" – Legal Description of the Lands
- (b) Schedule "B" – Authorizing By-Law
- (c) Schedule "C" – Cultural Heritage Value or Interest
- (d) Schedule "D" – Photographs
- (e) Schedule "E" – Conservation Plan
- (f) Schedule "F" – Eight Guiding Principles in the Conservation of Historical Properties
- (g) Schedule "G" – Financial Securities

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals attested by their respective proper signing officers in that behalf duly authorized.

SCHEDULE "A" – Legal Description of the Property

Legal Description: E 1/2 LT 14 PL416 LONDON TWP AS IN 789849; EXCEPT PT 1 ER936569, PT 1 33R19406

PIN: 08137-0409 (LT)

LRO No.: 33 (Middlesex County)

Municipal Address: 1656 Hyde Park Road, London, Ontario

SCHEDULE "B" – Authorizing By-law
Copy of Authorizing By-law to be inserted

SCHEDULE “C” – Cultural Heritage Value or Interest

Description

1656 Hyde Park Road is located at the southwest corner of Hyde Park Road and North Routledge Park.

Statement of Cultural Heritage Value or Interest

1656 Hyde Park Road is of cultural heritage value or interest because of its physical or design value, its historical or associative values, and its contextual values.

Physical/Design Values

The building located at 1656 Hyde Park Road, is a two storey, brick building in the vernacular Italianate farmhouse style circa 1880. Brick used to construct the building is likely local, as it demonstrates characteristic buff colouring and slight inconsistencies in the firing of the brick suggesting a relatively early origin. Brick is laid in a common bond pattern with radiating voussoirs above the windows. The T-plan of the building has a projecting front bay and a porch across the ground storey of the recessed bay. A shallow, hipped roof with deep eaves in a typical Italianate style covers the building and is architecturally supported by paired brackets with relief scrollwork and pendant finials. The soffit is wood.

The porch is supported by chamfered posts with capitals, which are engaged at the building. The post at the northeast corner of the porch appears to have been replaced. Pierced fret work adorns the spandrels of the porch. The original porch deck appears to have been replaced.

Two-over-two wood windows are located in segmental arched voids on the three facades of the building. Aluminum storm windows have been installed in front of the wood windows. Most of the windows have green louvered shutters, which appears to be functional but fixed. The front entry door appears to have been replaced. A wooden door is located at the south-end of the porch with a wooden screen door.

Historical/Associative Values

The property located at 1656 Hyde Park Road is associated within the Routledge family who are significant to the history and development of Hyde Park. Thomas Routledge (1763-1844) and his family arrived as “Talbot Settlers” in 1818 – the earliest organized colonial settlement in the former London Township. He received the Crown grant for the south parts of Lots 25-26, Concession IV in the former London Township on June 20, 1836. His family named the district “Hyde Park”. Thomas Routledge was the first pound keeper of London Township in 1819 and served as Warden of London Township in 1820-1822, a commitment to civic duty he passed on to his children.

Robert Routledge (1824-1904), grandson of Thomas Routledge, appears to have acquired his grandfather’s property at south part Lot 25, Concession IV, in the former London Township by 1875 (perhaps after the death of Thomas Routledge in 1844). Robert Routledge had his property surveyed and subdivided, and registered a Plan of Subdivision on October 23, 1886.

Lot 14 of Registered Plan 416 was one of the lots retained by Robert Routledge, while other lots were sold. Lot 14 contains the building located at 1656 Hyde Park Road and is believed to be associated with the Routledge family. The property appears to have remained in the ownership of Robert Routledge until his death in 1904.

The Routledge family were respected members of the community, and they played a significant role in the early development of Hyde Park. Routledge Street (now North Routledge Park) was named after Hyde Park’s founding family.

Contextual Values

The property at 1656 Hyde Park Road is of contextual value because of its important role in maintaining the village character of Hyde Park as a historic settlement area. The building located at property at 1656 Hyde Park Road is historically linked to the history

and development of Hyde Park. As a former farmhouse, is reflective of the rural village past of Hyde Park and is a physical link to the founding family of Hyde Park.

Heritage Attributes

Heritage attributes which support and contribute to the cultural heritage value or interest of this property include:

- Historical associations with the Routledge family, the founding family of Hyde Park, particularly Thomas Routledge and Robert Routledge;
- Form, scale, massing, and plan of the two-storey, buff brick building located on the property;
- Demonstration of the vernacular Italianate farmhouse style;
- Shallow, hipped roof with deep eaves, wood soffit, and paired brackets with relief scrollwork and pendant finials;
- Porch with chamfered wooden posts with capitals, fret work in the spandrels of the porch;
- Two-over-two wooden windows in segmental arched voids on the façade with brick voussoirs;
- Wooden louvered shutters with hardware flanking the windows; and,
- Wooden door and wooden screen door on the south entry off the porch.

SCHEDULE "D" – Photographs
Photographs



Image 1: View of the property at 1656 Hyde Park Road, looking west to the front (east) facade of the Routledge Farmhouse, August 26, 2022.



Image 2: View of the Routledge Farmhouse, showing the front (east) façade including verandah, August 26, 2022.



Image 3: View showing the existing double-hung wood windows, with wood shutters, as well as the deep eaves and paired brackets on the Routledge Farmhouse, August 26, 2022.



Image 4: View showing the chamfered posts with capitals and fretwork on the existing porch on the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 5: Photograph showing front entry door on the front (east) façade of the Routledge Farmhouse, August 26, 2022.



Image 6: Photograph showing the wooden door located at the south end of the porch entry door on of the Routledge Farmhouse, August 26, 2022.



Image 7: Detail showing the chamfered posts, capitals, and fretwork found on the porch on the Routledge Farmhouse, August 26, 2022.



Image 8: Photograph showing the front porch on the Routledge Farmhouse, August 26, 2022.



Image 9: Photograph looking north-west showing the south façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 10: Photograph looking north showing the south façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 11: Detail showing buff brick and existing wood sills on the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 12: Photograph looking north east showing the rear (west) façade at left and south façade at right, August 26, 2022.



Image 13: Detail showing deep eaves, wood soffit and paired brackets with relief scrollwork and pendant finials, on the Routledge Farmhouse, August 26, 2022.



Image 14: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 15: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 16: Photograph showing the rear (west) façade of the Routledge Farmhouse at 1656 Hyde Park Road, August 26, 2022.



Image 17: Photograph looking south showing the north façade of the Routledge Farmhouse, August 26, 2022.



Image 18: Photograph looking south showing the north façade of the Routledge Farmhouse, August 26, 2022.

SCHEDULE "E" – Conservation Plan
Copy of Conservation Plan to be inserted.

SCHEDULE “F” – Eight Guiding Principles in the Conservation of Historic Properties

The following guiding principles, prepared by the Ministry of Tourism, Culture, and Sport (MTCS), are statements in the conservation of historical properties and are based on international charters that have been established over the past century. These principles provide the basis for all decisions concerning good practice in heritage conservation around the world. Principles explain the “why” of every conservation activity and apply to all heritage properties and their surroundings.

1. Respect for documentary evidence

Do not base restoration on conjecture. Conservation work should be based on historical documentation, such as historical photographs, drawings and physical evidence.

2. Respect for the original location

Do not move buildings unless there is no other means to save them. Site is an integral component of a building. Any change in site diminishes heritage value considerably.

3. Respect for historical material

Repair or conserve rather than replace building materials and finishes, except where absolutely necessary. Minimal intervention maintains the historical content of the resource.

4. Respect for original fabric

Repair with like materials to return the resource to its prior condition without altering its integrity.

5. Respect for the buildings history

Do not restore to one period at the expense of another. Do not destroy later additions to a house solely to restore to a single period of time.

6. Reversibility

Alterations should be able to be returned to original conditions. This conserves earlier building design and technique. For instance, when a new door opening is put in a stone wall, the original stone are numbered, removed and stored, allowing for future restoration.

7. Legibility

New work should be distinguishable from old. Building should be recognized as products of their own time, and new additions should not blur the distinction between old and new.

8. Maintenance

With continuous care, future restoration will not be necessary. With regular upkeep, major conservation projects and their high costs can be avoided.

SCHEDULE "G" – Financial Securities
Details for Financial Securities to be inserted.