

Heritage Conservation Easement Agreement

This Agreement made this _____ day of _____ 2022.

BETWEEN:

[Insert Owner name here]

(the "Owner")

-and-

The Corporation of the City of Ottawa

(the "City")

WHEREAS:

- A. The Owner is the registered owner of certain lands and premises municipally known as 50 The Driveway, Ottawa, Ontario, as legally described in Schedule "A" attached (the "**Property**");
- B. The City of Ottawa Official Plan and Zoning By-law have been amended in respect of the Property by By-laws 2022-68 and 2022-69 (**the "OP Amendment and ZB Amendment"**) to permit the redevelopment of the Property with a nine storey mid rise residential building, which will integrate portions of the existing CNA House building into the new construction (the "**Project**");
 - A. By the adoption of staff reports at its meetings of March 23, 2022 and October 5, 2022 (collectively the "**Council Decision**") City Council approved in principle, the proposed alterations to the Property, in connection with the Project, subject to a number of conditions, and authorized the entering into of a heritage easement;
 - B. The Owner has entered into a Section 37 Agreement under the *Planning Act* with City, securing certain community benefits, contemporaneously with entering into this Agreement;
 - C. One of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 (the "**Act**"), is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;
 - D. In accordance with Section 37 (1) of the *Ontario Heritage Act*, R.S.O, 1990, c.O.18 (the "**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;
 - E. Pursuant to Section 37(2) and 37 (3) of the *Ontario Heritage Act*, such

easements or covenants entered into by the City, when registered in the property Land Registry Office against the real property affected by them, run with the real property and may be enforced by the City against the owner or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such easements or covenants;

- F. The Owner and the City desire to conserve the cultural heritage value and heritage attributes on the property, as described in Schedule “B” attached, in accordance with the terms and conditions of this Agreement.

THE PARTIES AGREE that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the City 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 City agree to abide by the following covenants, easements and restrictions which shall run with the Property in perpetuity.

1.0 Schedules

1.1 The following Schedules are attached to and form part of this Agreement:

- 1) Schedule “A”- Legal Description of the Property
- 2) Schedule “B”- Statement of Cultural Heritage Value
- 3) Schedule “C”- Cultural Heritage Impact Statement and Heritage Façade Report
- 4) Schedule “D”- Conservation and Rehabilitation Works
- 5) Schedule “E”- Plans and Drawings

2.0 Purpose

2.1 It is the purpose of this Agreement to ensure that the cultural heritage value of the Property will be conserved in perpetuity as part of the heritage of the City of Ottawa. To achieve this purpose, the Owner and the City agree that the heritage attributes of the Property identified in Schedule “B” (the “**Heritage Attributes**”) will be retained, maintained and conserved by the Owner through the application of recognized heritage conservation principles and practices and that no changes to those attributes, subject to Section 5.0, will adversely affect the heritage value of the Property, as set out in the Statement of Cultural Heritage Value, attached as Schedule “B”.

3.0 Statement of Cultural Heritage Value

3.1 The Owner and the City agree that the Statement of Cultural Heritage Value attached as Schedule “B” explains the cultural heritage value of the Property and identifies the Heritage Attributes.

4.0 Conservation Principles, Standards and Guidelines

4.1 Both the Owner and the City in carrying out their respective responsibilities

and duties under this Agreement shall, where applicable, be guided by and apply recognized heritage conservation principles and practices, including, but not limited to, the Ministry of Tourism, Culture and Sport's *Eight Guiding Principles in the Conservation of Built Heritage Properties* and Parks Canada's *Standards and Guidelines for the Conservation of Historic Places in Canada* (the "**Heritage Conservation Principles and Practices**").

5.0 Duties of Owner

5.1 Maintenance

The Owner shall, at all times, maintain the Property in as good and sound state of repair as a prudent owner would normally do, so that the Heritage Attributes are conserved. The Owner's obligation to maintain the Property shall require the Owner undertake preventative maintenance, repair, stabilization and replacement whenever necessary to preserve the Heritage Attributes and to take all reasonable measures to secure and protect the Heritage Attributes from vandalism, fire, damage from inclement weather.

5.2 Conservation and Rehabilitation Works

The Owner shall complete the conservation and rehabilitation works set out in Schedule "D" attached (the "Conservation and Rehabilitation Works") at its sole cost, in a good and workmanlike manner, in accordance with:

- a. the Cultural Heritage Impact Statement (the "**CHIS**") and Conservation Strategy (Section 8 of the CHIS) prepared by Bray Heritage, final revisions dated June 2022 and the Heritage Façade Report prepared by Cleland Jardine, dated May 2022, attached as Schedule "C" to this agreement;
- b. the plans and drawings prepared by Hobin Architecture, dated **xxxx, 2022** (the "**Plans and Drawings**"), attached as Schedule "E" to this Agreement;
- c. all applicable laws and regulations, including, without limitation, all municipal by-laws; and
- d. the Heritage Conservation Principles and Practices.

5.3 The City shall have the right, from time to time, upon prior notice to the Owner, to enter upon the Property to inspect completion of the Conservation and Rehabilitation Works, or that any of the Conservation and Rehabilitation works have not been completed in accordance with the terms of this Agreement, the Owner shall promptly rectify the deficiency or breach to the City's satisfaction, at its sole cost.

5.4 Permitted Alterations

The alterations and construction approved in accordance with the Council Decision to allow for the construction of the Project, are to be carried out in accordance with the requirements of this Agreement and substantially in accordance with Plans and Drawings, CHIS and Conservation Strategy (the

“Permitted Alterations”). Final materials must be reviewed and approved by the General Manager of Planning, Real Estate and Economic Development Department, prior to the issuance of the Building Permit.

5.5 Minor Changes to Permitted Alterations

Minor changes required to the permitted alterations to allow for the construction of the Project, may be approved at the discretion of the General Manager of Planning, Real Estate and Economic Development Department provided they are in accordance with the Council Decision, to be determined by the City. The Owner shall notify the City in advance of making necessary changes.

5.6 Damage or Destruction During Construction: Costs

In the event of damage or destruction to the Heritage Attributes during the deconstruction, storage or reconstruction process, the Owner agrees to replace, rebuild, restore or repair the Heritage Attributes to the fullest extent possible at their cost, having regard to the particular nature of the Property, and the cost of such work. Should damage or destruction occur as a result of a catastrophic event or extraordinary circumstance during this period and the Owner is unable to cover the cost in its entirety, the City 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 Attributes.

5.7 Interpretation Plan

The Owner agrees to work with the City and other stakeholder/interest groups to develop and implement an Interpretation Plan, to be informed by the Recommended Interpretation Strategy outlined Section 8.3 of the CHIS, to the satisfaction of the General Manager of Planning, Real Estate and Economic Development Department. The Interpretation Plan implementation will be a condition of the Final Site Plan approval.

6.0 Approvals

6.1 Alterations

Notwithstanding Section 5.0, the Owner shall not, without prior written approval of the City, undertake or permit any demolition, removal, construction, reconstruction, renovation, restoration, alteration, remodelling of the Property, or any other thing or act which would materially affect the condition, appearance or construction of the Heritage Attributes as outlined in the Statement of Cultural Heritage Value, Schedule “B”. The Owner acknowledges that approval of proposed demolition, removal, construction, reconstruction, renovation, restoration, alteration, remodelling of the Property may require Council approval if the authority to approve the said changes is not clearly delegated to City staff.

6.2 Information to be Provided

In requesting any approval under this Agreement, the Owner shall at its expense, provide to the City such information in such detail as the City may reasonably require in order to consider and assess the Owner's request, 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 reasonable required for the City to appropriately assess the impact of the proposed work on the Heritage Attributes.

6.3 Matters to be Considered

Where any request for the approval required under this Agreement is submitted to the City, the determination of the City 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 City's approval shall not be unreasonably withheld, unless otherwise specifically provided for in this Agreement. In giving its approval, the City may specify such conditions of approval as the City considers necessary or appropriate in the circumstances to ensure the conservation of Heritage Attributes.

6.4 Effect of Approval

Any approval given by the City under this Agreement shall have application only to 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.

6.5 Review under the *Ontario Building Code*

The Owner acknowledges and agrees not to apply for, nor shall the City issue, building permits with respect to the alteration or demolition of the Property prior to the Owner obtaining approval of the City in accordance with this Agreement.

7.0 Indemnity

7.1 Indemnity

The Owner shall hold the City and its employees, officers, agents, elected officials, contractors and representatives harmless against and from any and all liabilities, suits, actions, proceedings, claims, causes, damages, judgements 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 liabilities and claims for or in respect of any act, deed, matter, or thing made or done by the City and its employees, officers, agents, contractors, and representatives pursuant to Section 8.4, 9.2, and 10.1 of this Agreement

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 Property the Owner shall notify the City in writing of such damage or destruction to the Property 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 Property which has been damaged or destroyed is impractical because of the financial costs involved or because of the particular nature of the Property, the Owner shall, in writing, within forty (40) days of giving the City notice under Section 8.1, request the City's approval to demolish the Property. In the event that the City approves the demolition of the Property, the Owner shall be entitled to retain any insurance proceeds payable to it as a result of the damage to or destruction of the Property.

8.3 Rebuilding by Owner

In the event that either the Owner does not request or the City does not give approval referred to in Section 8.2, the Owner shall replace, rebuild, restore or repair the Property, including the Heritage Attributes, to the limit of any proceeds receivable under an insurance policy or policies on the Property and of any additional monies contributed by the City towards the replacement, rebuilding, restoration or repair of the Property to effect a partial or complete restoration of the Heritage Attributes (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 Property. The Owner shall not commence or cause the Work to be commenced before receiving the written approval of the City of the plan, designs, and specification 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 City may stipulate. The Owner shall cause the Work to be commenced within thirty (30) days of its approval by the City 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 City

- a. In the event that the Owner does not submit a request to demolish the Property or the request to demolish is refused by the City 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 City then the City may at its option prepare its own plans, drawings and specifications for the Work (herein the **City's Plans**) and shall deliver a set of the City's Plans to the Owner. The Owner shall have thirty (30) days from receiving the City's Plans to notify the City in writing that it intends to undertake the Work in accordance with the City's Plans. If the Owner does not so notify the City within the said thirty (30) days, the City may (but shall not be obligated to) undertake the Work up to the value of any insurance proceed receivable by the Owner in respect of the Property and of any additional amount that the City is prepared to contribute to effect a partial or complete restoration of the Heritage Attributes. The Owner shall reimburse the City for any expenses incurred by the City 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 property.
- b. In the event that the City does not submit to the Owner the City's Plans or does not proceed with the Work within sixty (60) days after it becomes so entitled, except where it is prevented from doing so 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 city'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 Property.

9.0 Remedies of the City

9.1 Notice of Default

If the City, 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 City may, in addition to any of its other legal or equitable remedies, give the Owner written notice setting out particularly

of the Owner's default and the actions required to remedy the default. The Owner shall have thirty (30) days from receipt of such notice to remedy the default in the manner specified by the City or to make other arrangements satisfactory to the City for remedying the default within such period of time as the City may specify.

9.2 City may Rectify Default

If the Owner has not remedied the default or made other arrangements satisfactory to the City for remedying the default within the time specified in Section 9.1, or if the Owner does not carry out the arrangements to remedy the default within the period of time specified by the City, the City may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the City for any expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owner, be a debt owed by the Owner to the City and recoverable by the City by action in a court of law.

9.3 Other Remedies

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

- a) Compensation to the City 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 City in the circumstances; and
- b) In addition and without limiting the scope of the other enforcement rights available to the City under this Agreement, City 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.

9.4 Waiver

The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect the City's rights to enforce such obligation, nor shall the waiver by the City of the performance of any obligation under this Agreement be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

10.0 General

10.1 Inspection

The City or its representatives shall be permitted at all reasonable times during normal business hours to enter upon and inspect the Property upon giving at least seventy-two (72) hours' prior written notice to the Owner.

10.2 Notices

- a. Any notices to be given under this Agreement shall be in writing

and be delivered by personal delivery or by facsimile transmission to the parties as follows:

THE OWNER

THE CITY

The City of Ottawa
110 Laurier Ave W,
4th Floor East
Ottawa, ON, K1P 1J1

Attention: Program Manager, Heritage Planning

- b. Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day and delivery is made prior to 4:30 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.
- c. Notice by mail shall be deemed to have been received on the third (3rd) business day after the date of mailing, and notice by personal delivery or electronic transmission shall be deemed to have been received at the time of delivery or transmission. In the event of an interruption in postal service, notice shall be given by personal delivery or electronic transmission.

10.3 Publicity

The Owner agrees to allow the City to publicize the existence of this Agreement.

10.4 Extension of Time

Time shall be of the essence with this Agreement. Any time limits specified in this Agreement may be extended with the written consent 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. Time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit.

10.5 Registration on Title

This Agreement shall be registered on title to the Property.

10.6 Agreement to Run with the Property

This Agreement shall be registered on title to the Property by the City, at its expense, and the covenants, easements and restrictions set out herein shall run with the property and ensure 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.

10.7 Subsequent Instruments

Notice of this Agreement shall be inserted by the Owner in any agreement of purchase and sale, sublease or other legal instrument by which it divests either of its interests in the Property, in whole or in part.

10.8 Notification of Transfer of Title or Possession

The Owner shall immediately notify the City in the event that it transfer either the fee simple title to or its possessory interest in the whole or any part of the Property, 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 there the Owner, in leasing and licensing premises at the Property, retains responsibility for the alterations of any Heritage Attributes forming part of the licensed or leased premises, and the tenant or licensee has no authority to alter such Heritage Attributes.

10.9 Amendments to this Agreement

Should the Owner and the City agree that amendments or modifications to this Agreement are required, approval of such amendments will typically rest with City Council following the review by the Built Heritage Sub-committee. Minor amendments may, at the discretion of the City, be undertaken by the General Manager, Planning, Real Estate and Economic Development or their delegate. Such amendments may include:

- i. corrections to clerical errors;
- ii. updates to "Plans and Drawings" (Schedule "E") to reflect minor changes to the Permitted Alterations as the Project proceeds through the development process, provided that they are in accordance with the terms of this Agreement and substantially in accordance with the Council Decision, CHIS and Conservation Strategy;
- iii. minor amendments to the terms of this Agreement necessary to undertake the required Conservation and Rehabilitation Work, provided they are in accordance with the Council Decision; and
- iv. future amendments to the "Plans and Drawings" (Schedule "E") to reflect more substantive alterations to areas of the new building that do not impact the identified heritage attributes.

10.10 Entire Agreement

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.

10.11 Headings

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

10.12 Costs

In the event that a dispute arises between either of the parties hereto because of this Agreement, each part shall be responsible for its own legal fees, court costs and all other similar type expenses which may result from any such dispute.

10.13 Unavoidable Delay

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 City and the Owner including strike, lock out or any other action arising from a labour dispute, fire, flood, act of God, war, pandemic, riot or other civil insurrection, lawful act of public authority, or delay or default cause by a common carrier which cannot be reasonably foreseen or provided against.

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

Signed, Sealed And Delivered

) **The Owner**

)

) **Name:**

) **Title:**

)

) I have the authority to bind the corporation.

)

) **THE CORPORATION OF THE CITY OF OTTAWA**

)

) Mayor

)

) City Clerk

) We have the authority to bind the corporation.

DRAFT

SCHEDULE "A"
LEGAL DESCRIPTION OF PROPERTY

LT 1 & PT LTS 2 & 3, PL 15324 , S/S LEWIS ST (FORMERLY GEORGE ALMOND ST)
PL 15324 ; PT LT E, CON D RF, NEPEAN , BEING PT OF THE OLD BY-WASH OR
BACKWATER OF THE RIDEAU CANAL AKA NEVILLES CREEK ; ALL BEING AS IN
CR492238 ; PT LT E, CON D RF, NEPEAN ; PT BLK NEVILLE'S BLK, PL 15713 ; ALL
BEING PT 1 5R8677 EXCEPT PT 2 4R11199 ; OTTAWA

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**SCHEDULE “B”
STATEMENT OF CULTURAL HERITAGE VALUE**

CNA House, 50 The Driveway

Description of Property

Canadian Nurses’ Association (CNA) House, 50 The Driveway, is a three storey, red brick and concrete building constructed in 1965-1966, located at the intersection of The Driveway and Lewis Street.

Statement of Cultural Heritage Value or Interest

CNA House has cultural heritage value for its historical association with the Canadian Nurses’ Association and renowned Ottawa architect James Strutt, design value as an excellent example of a Modern office building influenced by the Brutalist style, and contextual value for its location in Centretown, a neighbourhood where many national headquarters, embassies and consulates are located, reinforcing Ottawa’s role as the nation’s capital.

CNA House has design value as an excellent example of a Modern style office building influenced by Brutalist style. The Modern style was used extensively in Canada in the post war period and represented a complete break from the more decorative architectural styles that came before it. CNA House embodies Modernism through its rectilinear composition and restrained façades. The building is significantly influenced by the Brutalist style, which first appeared in the 1960s, often in large scale civic complexes, and is characterized by weighty, monolithic, masonry forms. The Brutalist elements of CNA House include its irregular plan and imposing design, use of brick and concrete, the sculptural shape of the lantern, and expanses of masonry walls with long narrow window openings.

CNA House has historical value for its association with the Canadian Nurses Association and with Modernist architect James Strutt. The CNA House was constructed in 1965 as the headquarters of the Canadian Nurses Association, the largest nursing body in Canada. The CNA, originally known as the Canadian National Association of Trained Nurses, formed in 1908 with a focus on the securing labour rights for nurses. The building is a symbol of the success and modernization of the Canadian Nurses’ Association.

The building is an excellent and rare example of a Modern office building designed by renowned Ottawa architect James Strutt. Strutt, both in partnership with William Gilleland and on his own, was an influential architect in Ottawa in the mid-20th century designing innovative buildings including Bell’s Corners United Church, the Kitchissippi Pavilions, private residences and the 1960 Ottawa airport (since demolished).

CNA House has contextual value for its location in Ottawa, which reflects its role as a national headquarters. Centretown, given its proximity to Parliament Hill, is associated with the clustering of national headquarters, embassies and consulates, reinforcing the role of Ottawa as the nation's capital. It is physically, functionally and historically linked to its surroundings as a headquarters for the CNA for over fifty years.

Description of Heritage Attributes

The following attributes reflect the heritage value of the CNA House as an excellent example of a Modern office building influenced by the Brutalist style:

- Three-storey massing
- Flat roof (as part of a new podium with a flat roof)
- Irregular plan (as shown in the irregular massing of the façade)
- Lack of ornamentation
- Masonry walls constructed of brick and concrete
- Evenly spaced brick pilasters punctuated by narrow recessed windows with concrete spandrels on the northeast section of the facade
- Evenly spaced, stepped back brick pilasters punctuated by strips of rectangular window openings and concrete spandrel panels and capped by floating concrete cubes
- Entrance covered by a floating cube and accessed by a solid concrete staircase, trapezoidal in shape
- The concrete and glass lantern, known as the Tower of Light, that has become a symbol of the Canadian Nurses' Association

The contextual value of the CNA House is embodied in its location in Centretown at the intersection of The Driveway and Lewis Street.

DRAFT September 19, 2022

SCHEDULE "C"
CULTURAL HERITAGE IMPACT STATEMENT & HERITAGE FAÇADE REPORT

DRAFT

SCHEDULE “D” CONSERVATION AND REHABILITATION WORKS

The Owner shall complete the Conservation and Rehabilitation Works described below in accordance with the terms of this Agreement. The Owner agrees that the Conservation and Rehabilitation Works will be guided by recognized Heritage Conservation Principles and Practices, and as outlined by the Cultural Heritage Impact Statement, the Conservation Strategy (Section 8 of the CHIS) and the Heritage Façade Report.

The Owner and the City agree that the following describes the planned Conservation and Rehabilitation Works to be undertaken as part of the overall development:

- 1) The conservation objective is to retain and reintegrate the Canal-facing portion of the CNA House as the two and three storey base of the south-east section of the new nine-storey residential building, with the reconstructed concrete lantern at its roof level. This approach will maintain and conserve important elements that reflect the building’s Modern and Brutalist influences, as well as the original design intentions of prominent Modernist architect James Strutt. The reconstruction of the lantern in particular allows for a continued visual reminder of the story and contributions of the Canadian Nurses Association in Centretown.
- 2) The existing materials and form, including the two and three storey sections of the CNA House, the brick and concrete details, fenestration pattern, trapezoidal stair and entrance, and other existing elements will be conserved through careful deconstruction, reconstruction and material salvage. Where any replica or new elements are necessary, they will replicate the originals or existing elements in-kind as closely as possible in terms of material and design. Specifically, the proposed conservation works include:
 - a. Three-storey portion: the single brick veneer of the existing double wythe wall construction proposed to be taken apart by hand with scaffolding (e.g. brick by brick, removing mortar from each brick) and stored off-site prior to re-installation in the reconstructed façade.
 - b. Two-storey portion: existing wall section is a single brick veneer proposed to be detached from the backing wall and taken apart by hand with scaffolding (as above), salvaged brick to be stored off-site and re-used for the reconstructed façade.
 - c. Precast concrete caps and spandrels: existing components to be dismantled and salvaged, stored off-site and re-used for the reconstructed façade.
 - d. Face brick: surplus existing components to be salvaged, stored off-site and re-used for the reconstructed façade.
 - e. Window units: existing units to be salvaged and re-installed if possible (updated to meet current requirements) or replicated in-kind with new units.

- f. Brick pilasters: existing to be removed and replicated with salvaged brick, as above.
 - g. The original concrete and metal railing for the stairs is to be recreated according to the original drawings. The original was removed and replaced with a simple metal railing and no longer exists.
- 3) Some minor alterations to the appearance of reconstructed portion of the CNA building will be necessary in order to facilitate its successful integration into the new development. The intent of the rehabilitation works is to conserve the design and physical elements of the building, while also making any alterations compatible with, and sensitive to the original design of the building. Specifically, the rehabilitation works include:
- a. The entrance stairway is to be removed and replaced with a new poured in place concrete replica structure. The landing will be repurposed as a private terrace for the building. A glass guard rail is also planned at the landing in order to meet *Ontario Building Code* requirements. The floating precast concrete cube above entrance will need to be re-created to be slightly shorter in order to accommodate the new dimensions of the opening once relocated.
 - b. The existing terrace area and retaining wall at the base of the stair will be replaced with a new, low retaining wall. A new glass door and glass Juliette railing will be added to the previous terrace door opening once the three storey section is reconstructed; the window above will be enlarged to create a new glazed double door with a glass railing to match the door below. A new window opening is also proposed in the ground floor brick façade at the base of the stair; this new window will replicate the window open above it.
- 4) The concrete lantern will be taken apart in sections (removing the glazing, wood paneling and plaster roof), stored off-site and reinstalled on a new steel ring foundation at the roof level.
- 5) Once the salvaged material and sections have been taken down and stored, the remaining structure of the CNA House will be demolished and removed from the site. Bricks, concrete caps, and spandrels from the other elevations will be salvaged in the event that elements to be reconstructed are damaged during the deconstruction process. Other salvaged bricks that are surplus to the reconstruction process are intended to be re-used if possible on other elevations of the new structure, especially at the pedestrian level along Lewis Street. Components of the interior suitable for salvage and reuse will identified and removed offsite for potential reuse in the proposed development or resale.
- 6) Any lighting of the lantern will be informed by the original design intentions for

how it was historically lit.

- 7) In addition to the values associated with the CNA building itself, the site has rich interpretative potential to speak to a number of themes associated with the building, the site and its context, as well as its connections with past and current users. An interpretation strategy is intended to be developed as a way of telling the various histories associated with 50 The Driveway.
- 8) Prior to demolition and deconstruction, the building will be documented for archival purposes for deposit at the City of Ottawa Archives. City staff will be given access for documentation of interior elements as needed. Documentation will be in the form of digital photographs, dimensioned drawings and laser scans.

<p>REVISIONS</p> <table border="1"> <thead> <tr> <th>NO.</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>2</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>3</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>4</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>5</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>6</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>7</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>8</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>9</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>10</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>11</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>12</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>13</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>14</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>15</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>16</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>17</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>18</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>19</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> <tr> <td>20</td> <td>09/19/22</td> <td>Issue for design development</td> </tr> </tbody> </table>		NO.	DATE	DESCRIPTION	1	09/19/22	Issue for design development	2	09/19/22	Issue for design development	3	09/19/22	Issue for design development	4	09/19/22	Issue for design development	5	09/19/22	Issue for design development	6	09/19/22	Issue for design development	7	09/19/22	Issue for design development	8	09/19/22	Issue for design development	9	09/19/22	Issue for design development	10	09/19/22	Issue for design development	11	09/19/22	Issue for design development	12	09/19/22	Issue for design development	13	09/19/22	Issue for design development	14	09/19/22	Issue for design development	15	09/19/22	Issue for design development	16	09/19/22	Issue for design development	17	09/19/22	Issue for design development	18	09/19/22	Issue for design development	19	09/19/22	Issue for design development	20	09/19/22	Issue for design development	<p>PROJECT INFORMATION</p> <p>PROJECT NO. A3-01</p> <p>DATE: 09/19/22</p> <p>SCALE: 1:200</p> <p>PROJECT: 2022</p> <p>PERSONNEL:</p>
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1 EAST ELEVATION
A3.01 / Scale: 1: 200



2 SOUTH ELEVATION
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REGISTERED ARCHITECT

2022

A3-01

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