

LRO # 20 Notice

Received as HR1518674 on 2018 01 17 at 10:27

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

yyyy mm dd Page 1 of 1

Properties

PIN 07194 - 0069 LT

☒ Affects Part of PropDescription PT LT 4 , CON 2 , DESIGNATED AS PART 1, PLAN 20R18235, BURLINGTON/E FLAM
TWP

Address BURLINGTON

Consideration

Consideration \$ 0.00

Applicant(s)

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

Name THE CORPORATION OF THE CITY OF BURLINGTON

Address for Service 426 Brant Street
Burlington, ON
L7R 3Z6

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

This document is being authorized by a municipal corporation Cam Jackson, Mayor, and Kim Phillips, City Clerk.

Statements

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

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Rena Mary Goff

426 Brant Street
Burlington
L7R 3Z6acting for
Applicant(s)

Signed 2018 01 17

Tel 905-335-7600

Fax 905-335-7842

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

Submitted By

THE CITY OF BURLINGTON

426 Brant Street
Burlington
L7R 3Z6

2018 01 17

Tel 905-335-7600

Fax 905-335-7842

Fees/Taxes/Payment

Statutory Registration Fee \$63.65

Total Paid \$63.65

File Number

Applicant Client File Number :

501-06

HERITAGE CONSERVATION EASEMENT AGREEMENT

THIS AGREEMENT made in quadruplicate this 29th day of April, 2009

BETWEEN:

Emshih Developments Inc.

(hereafter called the "Owners")

- And -

THE CORPORATION OF THE CITY OF BURLINGTON

(hereafter called the "City")

WHEREAS the Owners are the owners of certain lands and premises situated in the City of Burlington in the Province of Ontario, and municipally known as 398 Mountain Brow Road East (hereafter called the "Property"), and more particularly described in the Legal Description attached hereto as Schedule "A" and on which there is a building known as the Adam Fergusson House (hereafter called the "Building"), as well as an Icehouse and more particularly described in the Baseline Documentation Report attached hereto as Schedule "B";

AND WHEREAS one of the purposes of the Ontario Heritage Act, R.S.O. 1990, c.0.18, is to support, encourage and facilitate the conservation, protection and preservation of the cultural heritage of Ontario;

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

AND WHEREAS by Section 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 benefited by such covenants and easements;

AND WHEREAS the owners intend to make an application to the Niagara Escarpment Commission to construct a second dwelling at 398 Mountain Brow Road East;

AND WHEREAS the owners and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and condition of the Building on the Property as set out in the Statement of Significance attached hereto as "Schedule C";

AND WHEREAS to this end, the Owners and the City agree to enter into this Heritage Conservation Easement Agreement (hereafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO (\$2.00) DOLLARS 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 mutual covenants and restrictions hereafter set forth, the Owners and the City agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 PURPOSE

1.1 It is the purpose of this Agreement to ensure that the cultural heritage value of the Property will be preserved in perpetuity as part of the cultural heritage of the City. To achieve this purpose, the Owners and the City agree that the Heritage Attributes will be retained, maintained and conserved by the Owners through the application of recognized heritage conservation principles and practices 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 Significance attached as Schedule "C".

1.2 Any reference in this Agreement to the Property includes the Building.

2.0 Cultural Heritage Value

2.1 Statement of Significance

The Owners and City agree that the Statement of Significance attached as Schedule "C" explains the cultural heritage value of the Property and that the Heritage Attributes comprise the features of the Property that are to be conserved under this Agreement in order to preserve and protect the cultural heritage value of the Property.

2.2 Baseline Documentation Report

The Owner and the City agree that the photographs, plans, sketches and text comprising the Baseline Documentation Report attached hereto as Schedule "B", the originals or facsimiles of which are on file and may be examined at City Hall, accurately depict and describe the appearance, condition and construction of the Building and its surrounding grounds as of the date of this Agreement.

3.0 CONSERVATION PRINCIPLES, STANDARDS AND GUIDELINES

3.1 Both the Owners 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 Culture's *Eight Guiding Principles in the Conservation of Historic Properties* as revised from time to time, the present edition of which are attached as Schedule "D" and recognized heritage conservation best practices.

4.0 DUTIES OF OWNER

4.1 Maintenance

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

4.2 Alterations

Except as provided for in this Agreement, the Owners shall not, except as hereafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodeling, or any other thing or act that would materially affect the Heritage Attributes of the appearance or construction of the Building as set out in the Statement of Significance attached as Schedule "C" and as may be depicted in the copies of the Photographs contained in Schedule "B".

4.3 Deemed Approval

The approval required to be obtained from the City under paragraph 4.2 shall be deemed to have been given upon the failure of the City to respond in writing to a written request for approval within ninety (90) days of receiving such a request at the address as set out in paragraph 11.0 of this Agreement.

4.4 Use of Material and Techniques

If the approval of the City is given under paragraph 4.2 or deemed to be given under paragraph 4.3, the Owner shall use materials and techniques satisfactory to the City in undertaking or permitting the approved construction, alteration, remodeling or other thing or act so approved of.

4.5 Emergencies

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

1. In keeping with the purpose of the Agreement;
2. In keeping with the designation by-law registered on the Property;
3. Consistent with the conservation of the Heritage Attributes;
4. The requirements of the *Building Code Act 1992*, c. 23, as amended or re-enacted from time to time, are complied with; and

5. Where time permits, the City is consulted before any such measures are undertaken.

4.6 Signs and Fixtures

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

4.7 Prohibited Activities

The Owners shall not in respect of the Property, except with the prior written approval of the City:

- a) Grant any easement or right of way;
- b) Erect or remove or permit the erection or removal of any building, sign, fence, or other structure of any type whatsoever except temporary fencing required during construction;
- c) Allow the dumping of soil, rubbish, ashes, garbage, waster or other unsightly, hazardous or offensive materials of any type or description;
- d) Except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock or other materials;
- e) Allow the removal, destruction or cutting of trees, shrubs or other vegetation except as may be necessary for:
 - i. Their prevention or treatment of disease, or
 - ii. Other good husbandry practices, or
 - iii. Any construction on the Property for which the Owners have received all of the required approvals from the City.
- f) Allow the planting of trees, shrubs or other vegetation which would have the effect of:
 - i. Causing any damage to the Building

5.0 Approvals

5.1 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:

1. Plans, specifications and design for any proposed work;
2. Material samples;
3. A work schedule;
4. The report of a qualified heritage conservation engineer, architect or consultant; and
5. Such other reports, studies or tests as may in the circumstances be reasonably required for the City to appropriately assess the impact of the proposed work on the Heritage Attributes.

5.2 Conditions of Approval

If the approval of the City is given under this the Agreement the Owners, in undertaking or permitting the construction, alteration or remodeling, or other thing or act so approved of, shall comply with all of the conditions of approval specified by the City in its approval including the use of materials and methods specified by the City in its approval.

6.0 Indemnity and Insurance

6.1 Indemnity

The Owners shall hold the City and its employees, officer, agents, contractors and representatives harmless against and from any and all liabilities, suits, actions, proceedings, claims, damages, judgments or costs whatsoever (including all costs of defending such claims) arising out of, incidental to, or in connection with any injury or damage to person or property of every nature and kind (including death resulting therefrom), occasioned by any act or omission of the Owners related to this Agreement.

6.2 Insurance

The Owners agree to put in effect and maintain or cause to be put in effect and maintained, at all times, with insurers acceptable to the City, the following insurance:

1. Insurance in respect of the Building against claims for personal injury, death or property damage or loss, indemnifying and protecting the City and the Owners, their respective employees, agents, tenants, contractors and invitees, to the inclusive limit of not less than \$1 million Dollars. Such insurance shall specifically state by its wording or by endorsement that:

- a. The City is added as an additional insured under the "Additional Insureds" section of policy as follows:

Corporation of the City of Burlington

- b. The policy contains a cross-liability clause which shall have the effect of insuring each person, firm or corporation named in the policy as insured in the same manner and to the same extent as if a separate policy had been issued to each.
 2. Property insurance coverage in such amounts as required to adequately insure the Building, including loss or damage to the Building. The policy shall name the City in the Schedule of interested parties as the City's interest may appear and shall contain a waiver of rights of subrogation against the City, including its elected officials, officers, employees, agents and contractors.
 3. Such policies shall not be terminated, cancelled or materially altered unless written notice of such termination, cancellation or material is given by the insurers to the City of at least thirty (30) clear days before the effective date thereof.
 4. Upon execution of this Agreement and on each and every anniversary date, the Owners shall deliver evidence of the insurance required under this Agreement, including confirmation of the endorsements described in paragraphs 6.2.1.1(i) and (ii) and 6.2.1.2, to the City's Finance Department.
- 6.3 If the Owners fail to obtain the Insurance or if the Insurance is cancelled, the City may effect such Insurance and the premium and any other amount paid in so doing shall forthwith be paid by the Owner to the City, or if not, shall be a debt owing to the City and recoverable from the Owners by action or application in a court of law.
- 6.4 All proceeds receivable by the Owners under the Property Insurance 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 to the particular nature of the Building and the cost of such work. In the event that the Property Insurance proceeds receivable by the Owner are insufficient to the effect a partial or complete restoration of the Building, 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.

7.0 Inspection of the Property

The City or its representatives shall upon prior written notice to the Owners of at least forty-eight (48) hours be permitted at a reasonable time to enter upon and inspect the Property and the Building.

8.0 Plaque and Publication

- 8.1 The Owners agree to allow the City to design and erect a plaque on the Building, in a tasteful manner and at the City's expense, indicating that the City holds a heritage conservation easement on the Property.

8.2 The Owners agree to allow the City to publicize the existence of the heritage conservation easement.

9.0 Subsequent Instruments

9.1 Where required by the City Solicitor in the future, notice of these covenants, easements and restrictions shall be inserted by the Owners in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Building.

9.2 The Owners shall notify the City in writing within fifteen (15) days in the event they divest themselves of the fee simple title to or of their possessory interest in the Property or the Building.

10.0 Remedies of the City

10.1 Notice of Default

If the City, in its sole discretion, is of the opinion that the Owners have 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, given the Owner written notice setting out particulars of the Owners' default and the actions required to remedy the default. The Owners 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.

10.2 City may Rectify Default

If the Owners have not remedied the default or made other arrangements satisfactory to the City for remedying the default within the time specified in section 10.1, or if the Owners do 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 Owners shall reimburse the City for any expenses incurred thereby. Such expenses incurred by the City shall, until paid to it by the Owners, be a debt owed by the Owners to the City and recoverable by the City by action or application in a Court of Law.

11.0 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, or by facsimile transmission, addressed to each party at the address below set forth or such other address as the parties shall designate by notice, given in accordance herewith;

To the Owners: Emshih Developments, Inc.

895 Brant Street, Suite 7
Burlington, ON L7R 2J6
Telephone: 905-639-9006, Facsimile: 905-632-3337

With a copy to O'Connor MacLeod Hanna LLP
its Solicitors: 700 Kerr Street
 Oakville, ON L6K 3W5
 Attention: Blair S. Taylor
 Telephone: 905-842-8030; Facsimile: 905-842-2460

To the City: The Corporation of the City of Burlington
 426 Brant Street, P.O. Box 5013
 Burlington, ON L7R 3Z6
 Attention: Director of Planning
 Telephone: 905-335-7642, Facsimile: 905-335-7880

With a copy to Legal Services
its Solicitor The Corporation of the City of Burlington
 426 Brant Street, P.O. Box 5013
 Burlington, ON L7R 3Z6
 Attention: Director of Legal Services
 Telephone: 905-335-7600, Facsimile: 905-335-7842

12.0 General

12.1 Headings

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

12.2 Waiver

The failure of the City at any time to require performance by the Owners of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other

obligation hereunder at any later time. Any waiver must be in writing and signed by the City.

12.3 Severability and Covenants

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

12.4 Costs

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

12.5 Entirety

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

12.6 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 enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns, as the case may be.

12.7 Conflict

In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any Site Plan Agreement, the provisions of this Agreement shall prevail.

12.8 Gender, Number and Joint and Several

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

13.0 Postponement Agreement

The Owners agree to provide, at no cost to the City, any postponements of any interests which the City Solicitor, in her sole discretion, considers necessary to ensure that this Agreement, when registered, shall have priority over any other interest in the property.

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

SIGNED, SEALED AND DELIVERED)

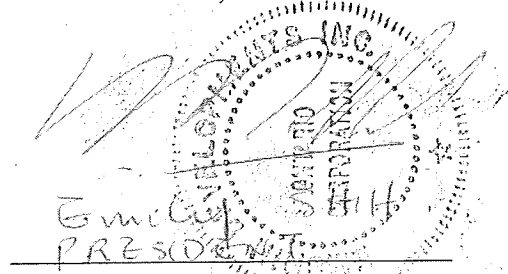
In the presence of)

)

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)

)


Emily St. H.
PRESIDENT

Signature of Witness:

Print Name:

I have authority to bind the corporation

SIGNED, SEALED AND DELIVERED)

In the presence of)

)

)

)

)

Signature of Witness:

Print Name:

THE CORPORATION OF THE CITY OF BURLINGTON

PER: Cam Jackson

NAME: Cam Jackson

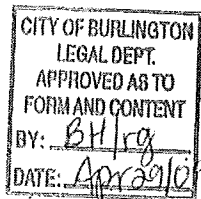
TITLE: Mayor

Cam Jackson

PER: 10/2/08

NAME: Kim Phillips

TITLE: City Clerk



Authorized through By-law No. 127-2008
CD-174-08

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROPERTY

PIN: Part of PIN# 07194-0069

LEGAL DESCRIPTION:

Part 1 on Plan 20R-_____

SCHEDULE "B"

BASELINE DOCUMENTATION REPORT

SCHEDULE "B"
BASELINE DOCUMENTATION REPORT

Fergusson Residence
398 Mountainbrow Road
Site visit, August, 2008

Woodhill is a stone farmhouse in an L shaped plan. The ground floor is approximately 278.5 sq. m. or 2997 sq. ft. and the second floor is 212 sq. m. or 2281 sq. ft. There have been two major additions to the original structure as well as more recent modifications to the northern end of the building resulting in the current footprint.

The stone icehouse remains largely intact and physically close to the residence. The upper wooden portion of the structure and roof are not original.

The south façade of the house is symmetrical, with two windows located either side of a central door. A fan transom light is located above the door which was the original entrance to the building. The roof is similarly symmetrical with a chimney located on either end of the southern portion of the building and a dormer situated directly above the door on the lower floor. Cut stone window and door trims along with the cut stone front corners of the house, which gave an additional level of finish to the stonework, are visually hidden by the white paint which blends these features into the stucco finish.

The stucco is cracked and failing in numerous places on the exterior facades, in particular it can be seen to be deteriorating around the windows and doors and along the edge of the wall and the roof soffit particularly on the west and south façades of the house. Historical photographs illustrate that this has been a long term problem and, there is stucco damage to a lesser degree on the other façades as well. Overgrown plants obscure most of the exterior facade. The roof is in poor condition due to the deterioration of the later asphalt shingles. The paint is peeling on the chimneys and in some places deterioration of the bricks can be seen.

All sections of the house have been updated by the addition of aluminum storm doors, storm windows, aluminum eaves, aluminum soffits and fascias and aluminum siding.

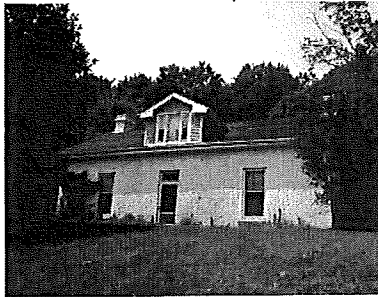
Roof drains are attached to an underground system and should drain to grade. In addition the planting has grown mature close to the stucco walls, grading around the house has been built up to the point that positive drainage away from the house has been lost. This has resulted in water penetration into the basement and foundation wall as well as damage to the lower portions of the stucco wall.

The stone walls require repointing as well as the foundation walls. Voids may have developed in the foundation walls. There is no record that the exterior was ever parged, waterproofed or was protected by weeping tile. Moisture has and is currently penetrating through the foundation wall below grade. There are a number of poorly patched cracks visible.

Given the location of the house and the ice house immediately adjacent, a major drop in the escarpment from the wooded table land above, the foundations and basement of the house are susceptible to the flow of surface and ground water down the escarpment.

Dormers were added to the house in the 1940's. The 8 dormers on the northern addition are small and cut into the roof creating a shallow section immediately in front of the window. The dormers clad in aluminum have added light and space to the second floor bedrooms; however, they have also been the source of water penetration due to their design.

South elevation and former main entrance to Woodhill. This southern portion of the building is the oldest and not significantly altered except for the dormer windows and porch.



East elevation of the southern portion of the house; most likely the original façade was stone, the current stucco was applied later.



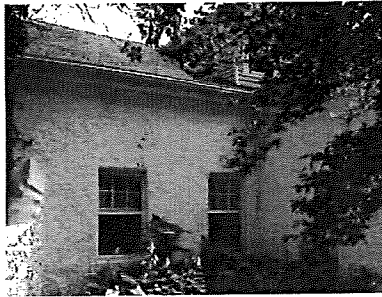
West elevation, the dormers are not original to the design.



The east elevation of the house has become obscured by overgrown plants, removal or relocation can remedy the issue.

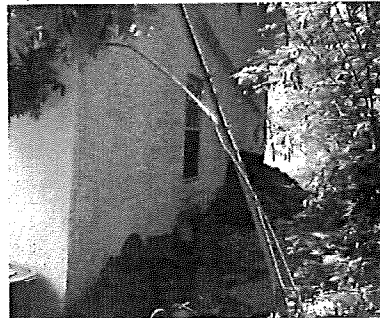
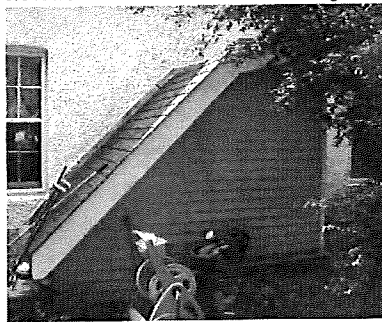


The east elevation of the kitchen entrance. This currently serves as the public east side entrance to the house. This portion of the house has seen the most modification.

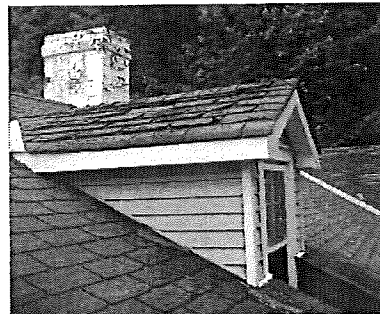
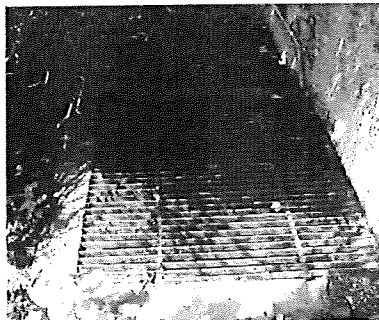


The stairs housed in the structure in this picture connect the basement to the exterior. The stairs are located on the east side of the building.

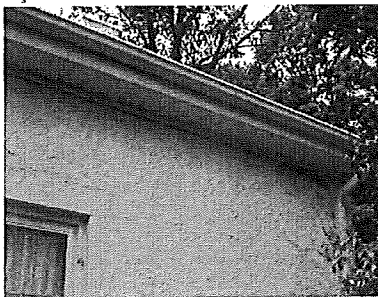
Hay bales and debris have been stacked against the wall of the north façade. Trees and plants shelter the space trapping moisture. Deterioration of the stucco has occurred along the lower portion behind the stack of debris and hay.



Roofing in poor condition. The dormers are not original to the design of the building, they were put in by John McColl under the advice of architect Arthur Wallace. Paint is peeling and brick is deteriorating on the chimneys but is most prevalent on the central chimney



Aluminum soffit and eaves troughs have been added. The stucco is failing where the wall meets the roof, such damage is common on all façades.



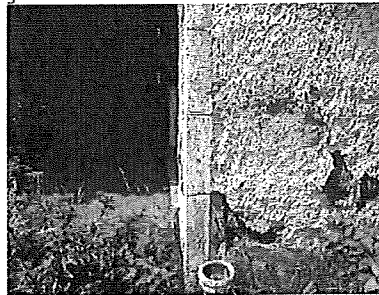
Filler pipes for furnace added to front elevation.



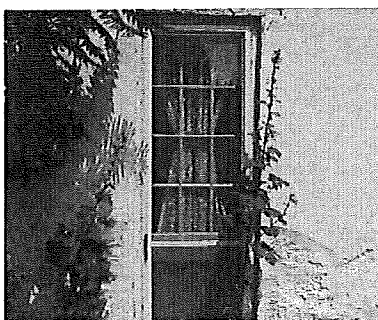
The stone façade and stone sill with the windows are visible due to the deterioration of the stucco. Modern aluminum storms have been installed over the wood windows.



Stone detailing is still visible along the corners of the original front portion of the house. Typical damage to the lower portions of the stucco near grade.



The following photographs are of the west façade where the most severe damage to the stucco and stone walls has occurred.



The exterior façade has weathered and suffered damage over the years, the stucco is cracked and failed in numerous locations.



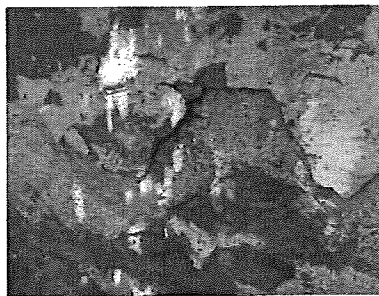
Poorly patched crack in exterior wall at the northwest corner, similar situations can be found in other locations on the façades.



Stucco is deteriorating and the foundation is exposed. This situation is most prevalent on the west façade and is present to a lesser degree on others.



The mortar is deteriorating and breaking up. Damage is most prevalent on the west facade but occurs to a lesser extent on the other façades.



SCHEDULE "C"
STATEMENT OF SIGNIFICANCE

398 Mountain Brow Road East, Burlington, Ontario
"Woodhill", 1833

Statement of Significance

Pursuant to subsection 33(1) of the Ontario Heritage Act, no owner of property designated under the Act shall alter or permit the alteration of the property if the alteration is likely to affect the property's Heritage Attributes. An application for a heritage permit is required for any proposed alterations to the property subject to heritage designation by-law.

Description of Historic Place

"Woodhill", situated on the edge of the Niagara Escarpment, is located east of Waterdown Road, on Mountain Brow Road in North Aldershot. As the property's name implies, the site of "Woodhill" is a wooded hill. The landscape is rural and has sweeping views of the Burlington Bay/Hamilton Harbour. The access drive from Mountain Brow Road East, down to the plateau upon which the buildings sit, is a curving forested trail. The property supports a one and one-half storey, stucco-clad stone farmhouse built in the Regency style as well as several outbuildings associated with past farm use as well as improvements such as a tennis court, swimming pool and cabana. The house was built for Adam Fergusson, advocate, statesman and agriculturalist, in 1833. Some of the original design elements and context remain. A stone icehouse, built into the Escarpment, remains.

Cultural Heritage Value

The property at 398 Mountain Brow Road East is recommended for designation pursuant to Part IV of the Ontario Heritage Act based on its historical associative value; its contextual value; and its design value.

Historical Associative Value:

The property is particularly significant for its association with Adam Fergusson, advocate, statesman and agriculturalist and its association with his son, Adam Johnson Fergusson Blair, advocate and statesman.

Born in 1783 at Woodhill, Perthshire, Scotland, Adam Fergusson, established himself early in life as a learned gentleman-advocate. A founding director of the Highland Agricultural Society as well as a founder of the first Scottish Veterinary School at Edinburgh, Fergusson first visited Upper Canada in 1831. The purpose of his visit was to investigate, on behalf of the Highland Agricultural Society, the state of agriculture in Upper Canada and the potential for emigration for Scottish farmers and crofters.

Fergusson's findings were published in 1832 and reprinted in 1833 as an appendix to his own work, *Practical notes made during a tour in Canada, and a portion of the United States*. A reform-minded individual, Fergusson was impressed with the opportunities for immigrants, and at the age of 50 brought his second wife, Jessie Tower, his seven sons and one daughter, a manservant and tutor to Upper Canada in the summer of 1833. The Fergusson family settled on 122 acres near the village of Waterdown in East Flamborough Township where he built his home, "Woodhill". During the same year, Fergusson and James Webster purchased 7,367 acres in Nichol Township on part of which they established the Town of Fergus. The pair established grist and saw mills, the management of which was transferred to Fergusson's son George. Fergusson, however, maintained his principal residence at "Woodhill".

A staunch supporter of Britain, Fergusson commanded the Gore Regiment during the Rebellion of 1837. Fergusson is credited with having had a moderating effect on William Lyon Mackenzie and his rebellion against the Family Compact. In 1839, Fergusson was appointed for life to the Legislative Council of Upper Canada (and later the Legislative Council for United Canada). Fergusson further demonstrated his loyalty to the British crown when he opposed annexation to the United States in 1850. Fergusson was chairman of the Reform conventions of 1857 and 1859 and together, with George Brown, William McDougall, and others, Fergusson prepared the resolutions for the 1859 convention which condemned the union as a failure and advocated constitutional changes leading to confederation.

A farmer by avocation, Fergusson's commitment to improving the conditions and quality of Upper Canadian agriculture by encouraging selective livestock breeding, the development of new feeds, crop rotation, soil analysis, and improved drainage techniques did not wane. He was one of the first to import pure-bred, short-horned cattle from Britain. As early as 1843 he advocated a central agricultural society for Canada West and served as the first president of the Agricultural Association of Upper Canada organized in 1846. From its inception in 1850 until his death in 1862, Fergusson was a leading member of the Board of Agriculture of Upper Canada. It was through this organization that an annual exhibition was developed: the forerunner to the Canadian National Exhibition. In 1852, an Act of Parliament established the Bureau of Agriculture with Fergusson as the inaugural chair (official predecessor of the Minister of Agriculture).

A senator of the University of Toronto from 1856 until his death, Fergusson encouraged the establishment of a chair of agriculture at the university and was credited with bringing Dr Andrew Smith from Scotland to found the veterinary school at Guelph which opened in 1863.

Fergusson died at "Woodhill" in 1862. The family burial plot is located at St. Luke's Anglican Church in Burlington.

Fergusson's second son, Adam Johnson Fergusson Blair, was born in Perthshire in 1815. Following the emigration of his family to Upper Canada, Fergusson Blair was called to the Canadian Bar in 1839. Not unlike his father, Fergusson Blair established himself

early in life as a statesman. Appointed in 1842 as the first judge of the County of Wellington, he later ran successfully as a Reform candidate for the District of Waterloo (unseating his father's former business partner, James Webster). He served in this position until 1854. From 1860 until his death in 1867, Fergusson Blair served as Legislative Councillor, Brock division. It was in 1862, following the death of his father, that Fergusson Blair returned to Woodhill to take up residence. A vocal supporter of the Great Coalition between George Brown and John A. MacDonald, Fergusson Blair was rewarded for his support of Confederation by John A. MacDonald with appointment to the first Senate of the Dominion of Canada in 1867. It was later that year, at the age of 52, that Fergusson Blair died. Fergusson Blair is buried in the family plot at St. Luke's Anglican Church in Burlington.

Given the important role that both men played in the North American experiment that later became the Dominion of Canada, it is not surprising that "Woodhill" itself is reputed as having been a "busy spot":

Woodhill was a busy spot... After the Union of Upper and Lower Canada in 1841, Woodhill became part of Canada West in the Province of Canada. Many meetings were held there and high ranking dignitaries were entertained including Premier Robt. Baldwin, Wm. Blake, and W.L. MacKenzie (Dyer, Laird of Woodhill, p. 69).

Contextual Value:

The geographic context of "Woodhill" is the brow of the Niagara Escarpment. The extant buildings of "Woodhill" have siting reflective of its pioneer farm past. Oriented to the south, the house has views (save the maturing vegetation) of gently rolling hills, Burlington Bay and Hamilton Harbour, as well as the property's grazing lands. These elements provide the visual context of "Woodhill". As a large rural parcel, the property is reflective of the rural character of North Aldershot.

Design Value:

Unlike his affluent contemporaries, Adam Fergusson did not retain an architect to design and construct his family's residence at "Woodhill". Rather, Fergusson retained Charles Allan, a Scottish builder, also from Perthshire. Allan constructed a relatively unadorned and simple one and one-half storey, gable-roofed stone building to which two separate 19th century additions were subsequently constructed, expanding the total floor area of the building to approximately 5000 square feet. The design of the residence was principled on simple Scottish masonry.

The foundation and walls are of stone construction with an interior finishing of plaster and exterior rendering (painted stucco). Woodhill is thought to have been built in three phases progressing from the southernmost mass northward. Rough hewn heavy timber joists, a wide plank subfloor and stone cistern remain in the basement.

The southernmost mass is a symmetrical three bay elevation. At some point (pre-1880/1920) a dormer window was inserted in the half-storey above. The door and

window surrounds are dressed stone: the windows have painted wrought iron hinge clasps. Shutters have been removed. The corners of this mass are also dressed stone. A four-panel heavy wood door remains with a radial fanlight transom above. On the west elevation of the southernmost mass, the stone window sills have tooled margins. Most of the wooden sash windows (6 over 6 remain).

Early photographs depict an open verandah with extensive trellis work on the southern exposure of the southernmost mass. As well, a glass-enclosed conservatory was added to the southwest corner of the southernmost mass. This mass, including the verandah, constituted the "served" portion of the house (e.g. library, drawing room, dining room, master bedroom) with the longer perpendicular north-south running mass as the "serving" portion (e.g. kitchen, circulation corridor, servants' staircase and quarters). Early photographs also depict a shed roof kitchen addition on the east elevation of the northernmost mass, believed to have housed a stove and bake oven. This area has since been altered with the removal of the shed roof addition and the insertion of a gable end (occurred prior to 1946). Today, this east elevation is the functional "front" of the building.

In all three gable ends (two at the east elevation, one at the west elevation) there are paired upper floor windows centred approximately on the bisecting vertical line of the sloped roofs. On the ground floor of each gable end a single window sits in the approximate of the end with an eccentrically placed door opening. In all three gable ends this door opening is located at the far south side of each gable end. The chimneys on the southern most mass are also centred on the gable end. The north gable (east elevation) is clad in aluminum siding with newer windows within the gable, and the north gable is not a character defining element / heritage attribute. At the south gable on the east elevation, one opening appears to have been closed and re-stuccoed (perhaps at the time that the northerly gable was added to the east elevation).

Original wooden soffits and fascia board have been replaced with aluminum. A series of 5 dormers was added to the west elevation in 1945, designed by architect Arthur Wallace.

Very little change to the ground level floor plan has been made since Fergusson's time. However there have been a number of renovations and alterations made over time as shown on Appendix 'A'. There are two stairways. The family's stairs in the "served" portion are larger and better lighted. The secondary or servants' stairway within the circulation corridor is narrow and winding. A set of servants' bells (non functional) remain in the circulation corridor (each bell corresponding to a separate room within the served portion of the house). An interior transom with "eared" moulding at the entrance to the servants' stairway and quarters remains. Interior window shutters also remain throughout the ground level. Plank flooring within the southernmost mass remains as does 12" - 14" high baseboard moulding. There are three fireplaces within the southernmost mass; one is covered with an intricately stamped iron cover reputed to have been wrought by the same ironworker who crafted the fireplace covers at Dundurn Castle. Plaster ceiling mouldings remain within the served portion, notably within the

formal entryway and the drawing room (room at southeast corner of the southernmost mass).

Part II

Heritage Attributes:

Exterior Heritage Attributes Important to the Preservation of Woodhill are:

- Siting of the residence and icehouse on a plateau allowing vistas of Lake Ontario, the grazing lands, the pond, the forested lands, and the escarpment
- The scale of the house and its division into formal (head of the building) and informal (tail) portions
- The morphological relationship between the formal front volume (southern-most mass) and the extended tail of the building
- South exposure of formal front elevation
- The scale of the northern portion of the building, including its length, volume and mass
- The symmetry of the southern-most mass including window openings, chimneys and centerlines
- The masonry detailing on the southern-most mass including the tooled ashlar corner stones, the tooled ashlar door and window surrounds, the tooled stone sills, the chimneys, the wrought-iron shutter mounting hardware, and the fanlight over the front (south-facing) door

SCHEDULE "D"

EIGHT GUIDING PRINCIPLES IN THE CONSERVATION OF HISTORIC PROPERTIES

The following guiding principles are ministry statements in the conservation of built heritage properties and are based on international charters which have been established over the 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 historic documentation such as historic 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 or structure. Change in site diminishes cultural heritage value considerably.

3. RESPECT FOR HISTORIC MATERIAL:

Repair/conservé - rather than replace building materials and finishes, except where absolutely necessary.

Minimal intervention maintains the heritage content of the built resource.

4. RESPECT FOR ORIGINAL FABRIC:

Repair with like materials.

Repair to return the resource to its prior condition, without altering its integrity.

5. RESPECT FOR THE BUILDING'S HISTORY:

Do not restore to one period at the expense of another period.

Do not destroy later additions to a building or structure solely to restore to a single time period.

6. REVERSIBILITY:

Alterations should be able to be returned to original conditions. This conserves earlier building design and technique.

e.g. When a new door opening is put into a stone wall, the original stones are numbered, removed and stored, allowing for future restoration.

7. LEGIBILITY:

New work should be distinguishable from old.

Buildings or structures 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.