



FORMERLY FGMDA

REPORT

## CAMH Asylum Wall Phase 1C: Heritage Conservation Report

CAMH  
1001 QUEEN STREET WEST  
TORONTO, ONTARIO

PROJECT NO. EVOQ: 9193-17

REVISION 2  
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## HISTORY AND HERITAGE VALUE

The condition assessment is based on the *CAMH Redevelopment Phase 1C* prepared by ERA and dated October 14, 2015. EVOQ have reviewed their report and recommendations. The following report supplements that conservation plan and is further informed by a site visit conducted on May 17, 2017.

This report is limited to Segments 11 and 10 of the Asylum Wall. They were designated as part of the larger designation of that includes all the remaining sections of the wall. The *CAMH Redevelopment Phase 1C* (p 4.) describes the existing heritage recognition as follows:

*The property was designated by City of Toronto by-law no. 1997-0085, describing a 1 meter wide strip of land on the west, south and east sides of 1001 Queen Street, on which the surviving parts of the wall remain. Of the numerous structures built on the original Toronto Asylum Grounds, only portions of the boundary wall remain.*

*The Centre for Addiction and Mental Health entered into a Heritage Easement Agreement with the City of Toronto on October 25, 2006. (Registered as Instrument No. AT1289220, see Appendix 1). The easement contains a “Reasons for Identification,” which outlines its heritage value and features, references the Conservation Strategy Report, dated May 19, 2004 including Addendum No. 1 dated July 27, 2004 and provides a framework for the submission of Conservation Plans in association with the redevelopment of specific adjacent parcels of the CAMH site.*

The Heritage Easement Agreement has been included in the Appendix.



Figure 1: Site plan of CAMH campus showing Asylum Wall segments.

## UNDERSTANDING AND CONDITION REVIEW

The wall is constructed of 3 wythes of common bond bricks with three-brick high projecting plinth courses, a foundation of rubble masonry and a stone or concrete coping. The east side of the wall is divided into bays by brick piers with sloping coping stone and ashlar masonry foundations. Every alternate brick pier course is tied into the main wall.



Figure 2: General view of the east elevation – Segment 10.



Figure 3: General view of the west elevation.

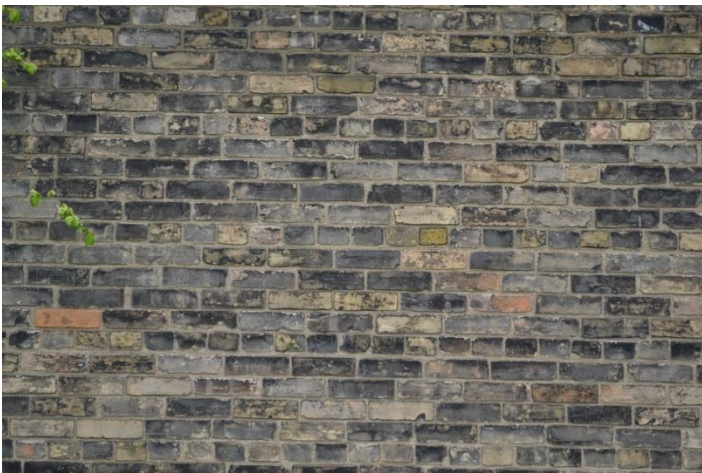


Figure 4: Typical common bond brick pattern.



Figure 5: Typical ashlar stone pier and rubble wall foundations on east elevation.



Figure 6: Typical rubble stone wall foundations on west elevation.

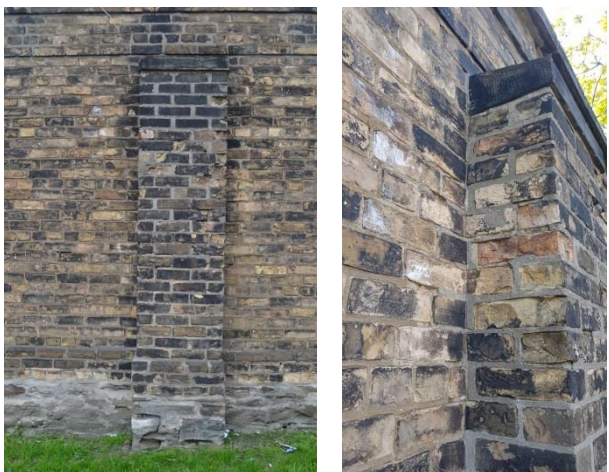


Figure 7: Typical brick pier on east elevation, with alternate courses tied into wall.

The Asylum Wall is currently built at two different heights. Segment 11 runs from bay 43 to 28 and Segment 10 is limited to two bays 26 and 27 (using the numbering in the ERA report). The wall from bays 43 to 33 is lower than the remaining bays to their south including those of Segment 10. These lower sections are also marked with a concrete coping with metal flashing. At bay 32, the wall steps up and is capped with stone. It is likely that the whole wall was initially at the higher elevation. At the taller coping stone of bay 32, a possible Lewis hole is exposed indicating that this end face was not intended to be exposed as the end stone of the wall section; the brick at this end wall also seem to have been more recently installed and repointed. The difference may also be accounted by the lack of available materials when the wall was reconstructed in 1889. Bay 32 also includes a bricked in doorway. The taller wall has two projecting corbelled courses above the piers.

It is likely that the original grade of the land was higher than the present variable grade, which would have limited the extent of exposed rough masonry foundation.



Figure 8: General view of east elevation showing change in height at Bay 32.



Figure 9: Close-up of end wall showing Lewis hole and newer bricks.



Figure 10: Joint between concrete coping with flashing and stone coping.



Figure 11: Bricked-in doorway in Bay 32.



Figure 12: Brick corbels on higher portion of the wall.



Figure 13: Exposed rough masonry foundations and raised sill of doorway.

### Typical Deteriorations

The bricks and stone exhibit a range of deterioration that will require different treatments depending on the conservation treatment. The clay bricks range in colour from yellow to salmon pink reflecting their artisanal manufacturing. They are quite “soft”; while the foundation stones are a mix of stone types and qualities. The original mortar shows evidence of undigested lime. Testing will be required to determine whether it is a hydraulic or hydrated mortar mix.



Figure 14: Colour range of clay bricks.



Figure 15: Close-up of mortar.

The concrete copings and open joints in the masonry ones have increased the water and moisture accumulation in the wall below which has resulted in considerable damage from freeze thaw cycles including severe loss of surface, spalling and erosion at the three top courses with localized deterioration in the courses below. The hard pointing mortar has further aggravated the deteriorations as the moisture egress (and subsequent freeze-thaw action) has been concentrated in the bricks rather than the joints. The bricks have acted sacrificially to the joints rather than the other way around.

## *Typical Brick Deteriorations*

**Spalled brick and incipient spalls:** Partial surface loss.



*Figure 16: Example of a spalled brick.*

**Eroded brick:** Surface loss resulting from water runoff



*Figure 17: Example of an eroded brick.*



*Figure 18: Example of surface loss due to erosion.*

**Loss of face:** Bricks where the complete fire face is missing



*Figure 19: Loss of face of bricks.*



*Figure 20: Loss of face of bricks.*



**Missing chamfered ledge of plinth course:** Chamfered edge of the plinth course is missing and replaced with mortar



Figure 21: Missing ledge of plinth course with mortar patch.



Figure 22: Missing ledge of plinth course with mortar patch.

**Cracked brick:** Crack through the body of the brick



Figure 23: Close-up of a cracked brick.

**Hard mortar:** Most of the joints have been repointed with a hard mortar that is accelerating the deterioration of the bricks.



Figure 24: Hard mortar causing deterioration of bricks.



Figure 25: Hard mortar causing deterioration of bricks.

**Marks and traces from ivy:** traces and small gouges in the surface of the bricks indicate are the remaining scars of ivy.



Figure 26: Small gouges from ivy left in surface of bricks.



Figure 27: Small gouges from ivy left in surface of bricks.

### *Typical Brick Soiling*

**Atmospheric soiling:** general black soiling over the surface of the bricks.



Figure 28: General atmospheric soiling on bricks.



Figure 29: General atmospheric soiling on bricks.

**Graffiti:** graffiti marks on the wall include spray paint and marker traces.



Figure 30: Graffiti marks on the wall.



Figure 31: Graffiti marks on the wall.

**Scratch graffiti:** marks left by a sharp object gouged and scratching the surface of the bricks – some of these marking were created by the patients at the institution.



Figure 32: Scratch graffiti on the surface of the bricks.



Figure 33: Scratch graffiti on the surface of the bricks.

**Efflorescence:** marks left by salts evaporated from the wall – sources and patterns of efflorescence need to be investigated further.



Figure 34: Efflorescence of the bricks.



Figure 35: Efflorescence of the bricks.

**Rust and copper staining:** marks left by iron or copper objects anchored to wall.



Figure 36: Traces of copper staining on the bricks and mortar.

## *Typical Stone Deteriorations*

**Deterioration on the bedding plane:** opening along the bedding planes



*Figure 37: Deterioration of stone foundations along bedding planes.*

**Shale:** splitting of the stone along the shale planes.



*Figure 38: Splitting of stone along shale planes.*

**Surface loss:** loss of the face of the stones due of the erosion, spalling, cracks and hard parging



*Figure 39: Erosion and surface loss of foundation stones.*



*Figure 40: Erosion and surface loss of foundation stones.*

## APPLICABLE STANDARDS

Given its designation under Part IV of the Ontario Heritage Act, the recommended Conservation Strategy for Asylum Wall must necessarily follow the *Standards and Guidelines for the Conservation of Historic Places in Canada*. The primary conservation treatment has been identified as “preservation”, with secondary treatments of “rehabilitation”.

**Preservation:** the action or process of protecting, maintaining, and/or stabilizing the existing materials, form, and integrity of an *historic place*, or of an individual component, while protecting its heritage value.

**Rehabilitation:** the action or process of making possible a continuing or compatible contemporary use of an *historic place*, or an individual component, while protecting its *heritage value*.

Preservation is the foundational treatment as it defines the measures required to protect and stabilize the Asylum Wall with the objective of addressing and arresting further deterioration; however, the condition of the wall in certain areas requires more extensive interventions that will be informed by the “rehabilitation” standards.

These are reprinted below, with annotations by EVOQ.

### Standards and Guidelines for the Conservation of Historic Places in Canada (2010):

#### *General Standards for Preservation, Rehabilitation and Restoration*

1. *Conserve the heritage value of an historic place. Do not remove, replace or substantially alter its intact or repairable character defining elements. Do not move a part of an historic place if its current location is a character-defining element.*

EVOQ: This standard is applicable.

2. *Conserve changes to an historic place that, over time, have become character-defining elements in their own right.*

EVOQ: This standard is applicable, with the caveat that any intervention posterior to the end of the 19<sup>th</sup> century should be evaluated for its positive contribution to the heritage values of the place.

3. *Conserve heritage value by adopting an approach calling for minimal intervention.*

EVOQ: This standard is applicable. One of the principle interventions therefore becomes one of stabilization - defined as the means using the least intrusive methods to ensure that the building / component can keep performing (structurally, as an envelope or aesthetically) and will retain its heritage value. Partial reconstruction (ideally using the original materials) may be the appropriate method if no other, less intrusive, means will achieve these goals.

In determining the extent of possible reconstruction, the question of authenticity needs to be addressed. The authenticity of the original wall if entirely rebuilt would be lost rendering it a new reconstruction albeit with original materials. Reconstruction should therefore only be considered if the structure is in danger of collapse and no other means to stabilize it can be found.

4. *Recognize each historic place as a physical record of its time, place and use. Do not create a false sense of historical development by adding elements from other historic places or other properties, or by combining features of the same property that never coexisted.*

EVOQ: This standard is applicable.

5. *Find a use for an historic place that requires minimal or no change to its character-defining elements.*

EVOQ: This standard is applicable. The Asylum Wall will continue to serve its present function as a barrier at the east end of the property. No other function is proposed.

6. *Protect and, if necessary, stabilize an historic place until any subsequent intervention is undertaken. Protect and preserve archaeological resources in place. Where there is potential for disturbing archaeological resources, take mitigation measures to limit damage and loss of information.*

EVOQ: This standard is applicable. Although the project is limited to the Asylum Wall, there is inevitably work that takes place in the landscape around the foundations.

7. *Evaluate the existing condition of character-defining elements to determine the appropriate intervention needed. Use the gentlest means possible for any intervention. Respect heritage value when undertaking an intervention.*

EVOQ: This standard is applicable.

8. *Maintain character-defining elements on an ongoing basis. Repair character-defining elements by reinforcing their materials using recognized conservation methods. Replace in kind any extensively deteriorated or missing parts of character-defining elements, where there are surviving prototypes.*

EVOQ: This standard is applicable. The wall is in varying conditions, but there are sufficient areas where the original detailing and design intent remain discernable and can guide the preservation repairs.

9. *Make any intervention needed to preserve character-defining elements physically and visually compatible with the historic place and identifiable on close inspection. Document any intervention for future reference.*

EVOQ: This standard is applicable.

### **Additional Standards Relating to Rehabilitation**

10. *Repair rather than replace character-defining elements. Where character-defining elements are too severely deteriorated to repair, and where sufficient physical evidence exists, replace them with new elements that match the forms, materials and detailing of sound versions of the same elements. Where there is insufficient physical evidence, make the form, material and detailing of the new elements compatible with the character of the historic place.*

EVOQ: This standard is applicable.

11. *Conserve the heritage value and character-defining elements when creating any new additions to an historic place or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.*

EVOQ: This standard is applicable, since any project involves new work, at some scale. The *Conservation Guidelines* gives guidance on how new work should be conceptualized including the current scope which is limited to masonry restoration.

12. *Create any new additions or related new construction so that the essential form and integrity of an historic place will not be impaired if the new work is removed in the future.*

EVOQ: This standard is not applicable.

## APPLICABLE GUIDELINES: CONSERVATION STRATEGY TABLES

Using the *Standards and Guidelines*, the team will break down the work plan with specific reference to the appropriate project-specific guideline. Generally, these relate to a building component. Each section will be updated throughout the project life, as new findings are made, and the surveys and investigations completed. Thus, the relationship between each reference guideline and details of its application within the project will remain clear (and trackable) from beginning to end. The wall is not part of a building envelope.

### General Guidelines for Preservation, Rehabilitation and Restoration Exterior Walls

Standards and Guidelines for the Conservation of Historic Places in Canada – 2010		
	Guideline	
1	Understanding the exterior walls and how they contribute to the heritage value of the historic building.	The Asylum Wall forms part of the former enclosure of the Lunatic Asylum. Built in 1889 of salvaged materials from an earlier wall, it forms one of the few remaining structures of the Asylum.
2	Understanding the properties and characteristics of the exterior walls as well as changes and previous maintenance practices.	The <i>CAMH Redevelopment Phase 1C</i> report was reviewed and a site visit was conducted. Further research will be completed in the next phase.
3	Documenting the composition, form, materials, details, dimensions and condition of exterior wall assemblies before undertaking an intervention. This includes geometry, scale, proportions, openings, form and supporting frames or	The condition and composition of the existing walls were reviewed through a site survey and detailed photographs. Further assessments including exploratory work will follow at the next phase.
4	Assessing the condition of wall assemblies and their materials early in the planning process so that the scope of work is based on current conditions.	A masonry survey was completed and the resulting scope is reflected in the 100% DD drawings found in the Appendix. The development of the final scope of work will require mock-ups and limited exploratory investigations to determine the condition of the foundations and the inner wall.
5	Determining the cause of distress, damage or deterioration of exterior walls through investigation, monitoring and minimally invasive or non-destructive testing techniques.	Site investigation will be analyzed to develop a more detailed understanding of deterioration mechanisms. The patterns of deterioration at the top of the wall indicate that the bricks have acted sacrificially to the concrete coping stone and to the areas where hard pointing mortar was used.
6	Protecting and maintaining exterior walls by cleaning and repairing damaged materials, and checking exterior wall assemblies for moisture penetration and insect infestation, taking corrective action, as necessary and as soon as possible.	The different repair techniques will be developed based on the condition of the wall. The extent of the cleaning will be determined through a further evaluation of the impact of the cleaning techniques on the masonry. This will be completed through a mock-up process.

## Standards and Guidelines for the Conservation of Historic Places in Canada – 2010

	Guideline	
7	Retaining sound or deteriorated exterior wall assemblies that can be repaired.	The principle of minimal intervention will inform the proposed work. The original material has a high heritage value and the objective of maximum retention will be applied.
8	Stabilizing deteriorated exterior walls by using structural reinforcement, weather protection, or correcting unsafe conditions, as required, until repair work is undertaken.	The work plan will be developed to ensure that the wall is protected during the construction phase particularly when the coping stones are removed, and any dismantling is completed.
9	Repairing parts of exterior walls by patching, piecing-in, consolidating, or otherwise reinforcing, using recognized conservation methods. Repair may also include the limited replacement in kind, or with a compatible substitute material, of extensively deteriorated or missing parts of the exterior wall assembly. Repairs should match the	The objective will be to reutilize the bricks from the bays being dismantled to replace the bricks in the main wall. An assessment of bricks will be completed on an individual basis to evaluate which require replacement. It may be possible to remove some bricks and
10	Protecting adjacent character-defining elements from accidental damage or exposure to damaging materials during maintenance or repair work.	Protective measures will be put in place as required.
11	Replacing in kind extensively deteriorated or missing parts of exterior wall assemblies where there are surviving prototypes.	Severely deteriorated stones and bricks will be replaced. Tooling details will be reproduced based on surviving examples.
12	Testing proposed interventions to establish appropriate replacement materials, quality of workmanship and methodology. This can include reviewing samples, testing products, methods or assemblies, or creating a mock-up. Testing should be carried out under the same conditions as the proposed intervention.	The first phase of work will assess different restoration techniques.
13	Documenting all interventions that affect the exterior walls, and ensuring that the documentation is available to those responsible for future interventions.	A detailed survey and contract documents will record the work completed on the wall.



## Standards and Guidelines for the Conservation of Historic Places in Canada – 2010

	Guideline	
14	Repairing an exterior wall assembly, including its functional and decorative elements, by using a minimal intervention approach. Such repairs might include the limited replacement in kind, or replacement using an appropriate substitute material of irreparable or missing elements, based on documentary or physical evidence. Repairs might also include dismantling and rebuilding a masonry or wood wall, if an evaluation of its overall condition determines that a more than limited repair or replacement in kind is required.	A minimal intervention approach will inform the development of the overall restorations strategy. Materials will be replaced in-kind using salvaged brick and stone. Mortar testing will determine the original mortar type and ensure compatibility of the new mortar with the brick. The dismantling of Segment 10 will provide further detailed information on the condition of the other bays and inform the conservation repair details and contract documents.
15	Improving the drying ability of exterior wall assemblies through suitable heating and/or ventilation measures.	Not applicable.
16	Accommodating the thermal expansion and contraction of masonry, concrete and curtain wall assemblies, by introducing expansion or control joints, and incorporating those joints into existing crack patterns, where feasible, to minimize impact on character-defining elements.	Not applicable.
17	Replacing in kind an irreparable exterior wall assembly, based on documentary and physical evidence. If using the same kind of material is not environmentally sound, or technically or economically feasible, then a compatible substitute material may be considered.	Severely deteriorated stones and bricks will be replaced in kind.
18	Replacing missing historic features by designing and constructing a new portion of the exterior wall assembly, based on physical and documentary evidence, or one that is compatible in size, scale, material, style and colour.	Not applicable.

Guidelines 19 to 27 do not apply to this project.

## CONSERVATION TREATMENT

The Project Agreement Schedule 15 – Output Specifications, Section 1.2.11 Heritage have defined a conservation scope of work for the Asylum Wall (Segment 10-11) as follows – specific commentary has been added by EVOQ.

- 2.10.1 Dismantle and salvage sound material of selective portions of the Asylum Wall, including foundations of previously dismantled portions of the wall along the Shaw Street side of the CAMH site. The removal of these portions of the Wall is required to allow for new roadway access into the site. Catalogue and document brick having patient markings, to be reused in wall repairs.

EVOQ: A detailed photo documentation of the walls will be required prior to dismantling. Bricks with specific markings will be numbered and inventoried to ensure that they are tracked and re-used.

- 2.10.2 Preservation of the exterior brick and fieldstone wall, including repointing, resetting of displaced stones, replacement of damaged/missing bricks, removal of cementitious material, installation of new flashings and stone copings, and below grade foundation repair in the road allowance along Shaw Street.

EVOQ: Preservation should include the interior bricks as well to ensure that the wall maintains its historic hygrothermal performance. Interior bricks can also be used for the replacement bricks in the upper courses of the Segment 11.

And further defines the typical condition and requirements as:

- 3.1.1 These Requirements apply to all segments

- 3.1.2 Below grade foundation repair work will not be undertaken in Tree Protection Zones.

EVOQ: Tree protection Zones will be marked out and work will be completed with an arborist.

- 3.1.3 Expose stone foundation to depth of 2'0" below grade to review condition.

EVOQ: Deeper excavation may be required locally depending on the condition of the masonry. The base of the wall should be examined locally to assess it. A test pit will be conducted as part of the later investigations.

- 3.1.4 Remove all cement-based parging and pointing from the full extent of the stone foundation. Reset and/or replace any loose or missing stones. Deep repoint the joints using a soft lime-based mortar. (Note: Additional grouting of core structure may be required for some sections.)

EVOQ: Stone replacement will also be required for severely deteriorated stones. A new parging with a lime based parging is also recommended. The existing parging is scoped to be removed.



Figure 41: Stone foundations are recommended for rehabilitation.



Figure 42: Stone foundations are recommended for rehabilitation.

- 3.1.5 Ensure grade is at a relatively equal level, on each side of the wall. This may require the grade to be built up or lowered on one side, to ensure the maximum difference in grade is equal to the thickness of the foundation, +/- 400 mm (+/-16"). This work can only proceed in conjunction with foundation repair, grouting and the installation of a drainage layer.

EVOQ: Ensure that the grade slopes away from the wall. Coordinate with the arborist to address any grade changes that may impact the roots.



Figure 43: Changes to grade must slope away from wall.

- 3.1.6 Excavate to 2'0" below final grade at all accessible locations of the wall. Clean, deep repoint and grout if voids are encountered. Parge smooth to grade and install drainage layer prior to back fill.

EVOQ: Refer to section 3.1.4. Review whether a French drain will be required.

- 3.1.7 Remove all signs, ferrous metal, fastener and outlets from the wall and repair damage to the brickwork.

EVOQ: Additional staining and graffiti should also be removed, including the trace of efflorescence around the piers. Investigations should be undertaken to determine the source of the repetitive efflorescence at the piers. The gentlest cleaning methods will be used to ensure that the cleaning does not impact the patina and fire coat of the bricks. The objective of the cleaning is to address scarring on the wall (such as graffiti and efflorescence). The cleaning products and methods will be tested by mock-ups which will include Prosoco Graffiti Wipe and Prosoco Efflorescence cleaner.

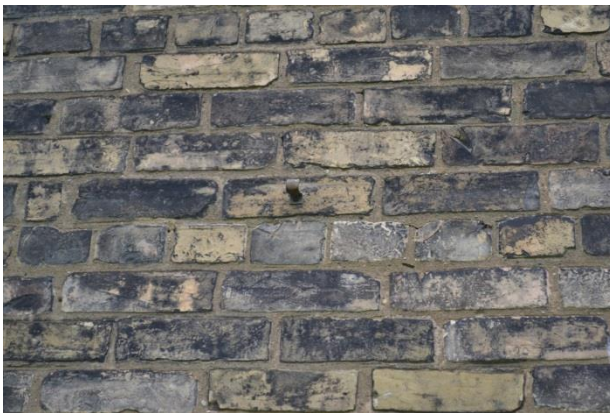


Figure 44: Remove metal hooks from the wall.

3.1.8 Selectively remove trees and tree roots as identified by Arborist.

EVOQ: Location to be coordinated with Arborist at the next phase.

3.1.9 Spalling: Reset and/or replace any loose or missing bricks and stones. Deep repoint the joints using a soft-lime based mortar. Provide mortar fillet to top of water table where sloped bricks are missing to ensure positive drainage.

EVOQ: Replace plinth course bricks that are missing the chamfered bricks salvaged from Segment 10.



Figure 45: Damaged plinth course to be replaced with salvaged bricks.



Figure 46: Damaged plinth course to be replaced with salvaged bricks.

3.1.10 Stone Cap Mortar Joints: Replace localized spalling of brick below existing stone caps. Install lead coated copper through wall flashing on top of wall below caps. Reinstall caps with pin connections and new lime based mortar joints.

EVOQ: Review the use of leaded copper based on performance. Replace concrete copings with masonry copings and install lead T-caps in the skyward facing joints.

3.1.11 Pier Cap Stones: Replace deteriorated bricks and repoint brick joints in piers where damage is minor. Where major damage to brick pier exists, rebuild missing sections of brickwork and fully repoint pier. Install new metal drip edge below pier stone cap and reinstall stone cap, increasing the drip projection by minimum one inch.

EVOQ: A drip edge will be incorporated into the pier coping stone rather than introducing a new metal flashing in the joint.



Figure 47: Recommended to cut new drip edge in pier coping stones.

And more specifically for Asylum Wall Segment 10 and 11:

3.7 Asylum Wall Segment 10

3.7.1 To be demolished as part of road access widening

3.7.2 C-27 Dismantle Bay 26 and part Bay 27 to provide repair material and provide clearance from new road allowance.

EVOQ: Salvage all materials including face bricks, plinth bricks, foundation stones, and coping stones. Document all masonry prior to dismantling. Triage all pieces that will be reused for repairs on the remaining sections.

3.8 Asylum Wall Segment 11

3.8.3 Replace spalled bricks and fully repoint brick courses below cap on both sides of wall. Replace cement caps in Bays 33-36 with salvaged stone caps that have been stockpiled on-site and replace remaining cement caps in Bays 36-43 with additional new stone cap to match existing as required. Install metal through wall flashing on top of wall below caps. Install caps with pin connections and new mortar joints. Please note that typical Conditions and Requirements previously itemized are part of the scope of work for Segment 11.

3.8.4 Repair the bricked-in opening at bay 32.

EVOQ: The use of through flashing through the wall will be replaced with the lead T-caps in the skyward facing joint. A new drip edge will be cut into the existing coping stone so as to eliminate the need for additional metal flashing. The bricked-in opening at bay 32 will remain brick-in. Salvaged stone and brick from Segment 10 will be used for the repairs to Segment 11. Additional cap stones and brick will need to be sourced to complete the repairs.

## RECOMMENDATIONS

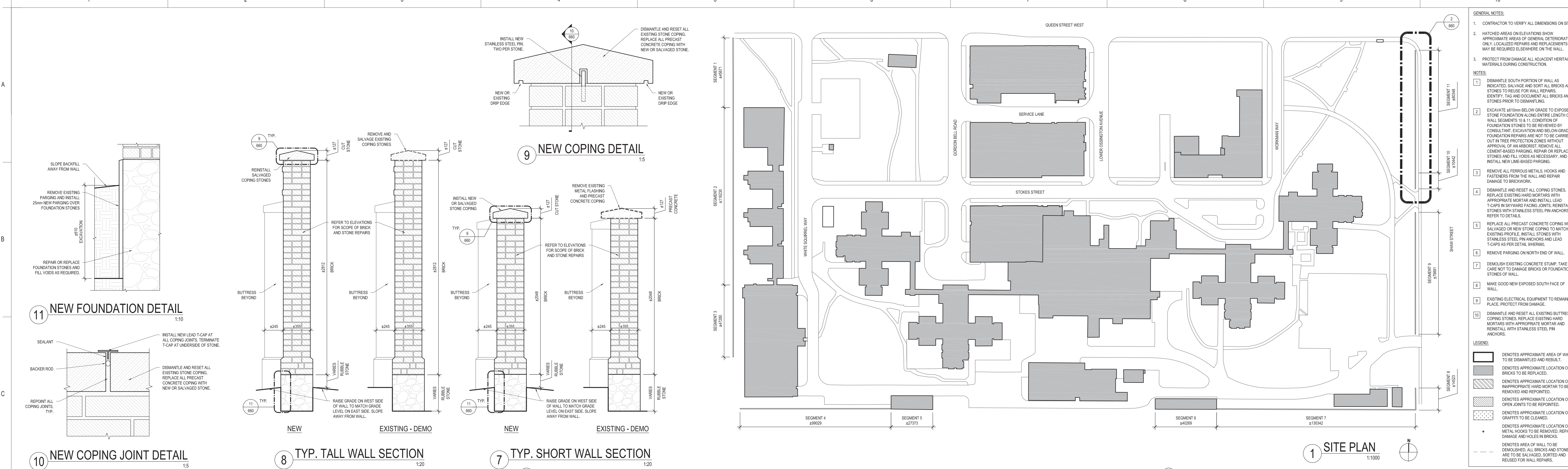
The general scope of work as defined in the PSOS complies with the *Parks Canada Standards and Guidelines for the Conservation of Historic Places in Canada*. The detailed survey and documentation of the wall was completed to assess its condition, create a hierarchy of interventions, and determine the quantity of salvaged materials that can be used for repairs. The scope of work from this survey is reflected in the 100% DD drawings in the Appendix. Mortar testing is also recommended to determine the most appropriate mortar for the repairs, reconstruction and repointing.

Repair strategies will include replacing bricks with salvaged bricks, flipping bricks with exterior spalled faced, cutting out and repointing the wall with softer lime based mortars. The concrete coping will be replaced. Lead T-caps and cutting new reglets into the coping stones will be done to allow the wall to maintain its original appearance while protecting the skyward facing joints and wall below.

Localized cleaning will need to be considered to address the efflorescence, graffiti and iron staining. The general atmospheric staining will be conserved. The products and cleaning methods will be determined through mock-ups to ensure that they do not damage the bricks and remove their fire coat and patina.

At the foundations, the conditions of the footings should be reviewed where possible; the parging removed; the joints repointed; and deteriorated masonry replaced. A more compatible parging should be reinstated with a drainage mat and the grade sloped away from the wall on both sides. A test pit at the foundation wall will be required to confirm the condition of the wall below grade.

# Appendix



- GENERAL NOTES:**
- CONTRACTOR TO VERIFY ALL DIMENSIONS ON SITE.
  - HATCHED AREAS ON ELEVATIONS SHOW APPROXIMATE AREA OF GENERAL DETERIORATION ONLY. LOCALIZED REPAIRS AND REPLACEMENTS MAY BE REQUIRED ELSEWHERE ON THE WALL.
  - PROTECT FROM DAMAGE ALL ADJACENT HERITAGE MATERIALS DURING CONSTRUCTION.
- NOTES:**
- DISMANTLE SOUTH PORTION OF WALL AS INDICATED. SALVAGE AND SORT ALL BRICKS AND STONES PRIOR TO DISMANTLING.
  - EXCAVATE 450MM BELOW GRADE TO EXPOSE STONE FOUNDATION ALONG THE LENGTH OF WALL SEGMENTS 10 & 11. CONDITION OF FOUNDATION STONES TO BE REVIEWED BY CONSULTANT. EXCAVATION AND BELOW-GRADE FOUNDATION REPAIRS ARE NOT TO BE CARRIED OUT IN TREE PROTECTION ZONES WITHOUT APPROVAL OF AN ARBORIST. REPAIR ALL CEMENT-BASED PARKING, REPAIR OR REPLACE STONES AND FILL Voids AS NECESSARY, AND INSTALL NEW LIMB-GASED PARKING.
  - REMOVE ALL FERROUS METALS, HOOKS AND FASTENERS FROM THE WALL AND REPAIR DAMAGE TO BRICKWORK.
  - DISMANTLE AND RESET ALL COPING STONES. REPAIR EXISTING HARD MORTARS WITH APPROPRIATE MORTAR AND INSTALL LEAD T-CAPS AS PER DETAIL. REINSTALL RENEWAL STONES WITH STAINLESS STEEL PIN ANCHORS. REFER TO DETAILS.
  - INSTALL ALL PRECAST CONCRETE COPING WITH SALVAGED OR NEW STONE COPING TO MATCH EXISTING PROFILE. METAL STONES WITH STAINLESS STEEL PIN ANCHORS AND LEAD T-CAPS AS PER DETAIL. REINSTALL RENEWAL STONES WITH STAINLESS STEEL PIN ANCHORS. REFER TO DETAILS.
  - REMOVE COPING ON NORTH END OF WALL.
  - SEND SH EXISTING CONCRETE STAIR. TAKE CARE NOT TO DAMAGE BRICKS OR FOUNDATION STONES OF WALL.
  - MAKE GOOD NEW EXPOSED SOUTH FACE OF WALL.
  - EXISTING ELECTRICAL EQUIPMENT TO REMAIN IN PLACE. PROTECT FROM DAMAGE.
  - DISMANTLE AND RESET ALL EXISTING BUTTRESS COPING STONES. REPAIR EXISTING HARD MORTARS WITH APPROPRIATE MORTAR AND RENEWAL WITH STAINLESS STEEL PIN ANCHORS.
- LEGEND:**
- IDENTIFIES APPROXIMATE AREA OF WALL TO BE DISMANTLED AND RESET.
  - IDENTIFIES APPROXIMATE LOCATION OF BRICKS TO BE REPLACED.
  - IDENTIFIES APPROXIMATE LOCATION OF COPING STONES TO BE REPLACED AND REPOINTED.
  - IDENTIFIES APPROXIMATE LOCATION OF OPEN JOINTS TO BE REPOINTED.
  - IDENTIFIES APPROXIMATE LOCATION OF GRAPPLY TO BE CLEANED.
  - IDENTIFIES APPROXIMATE LOCATION OF METAL HOOKS TO BE REMOVED. REPAIR DAMAGE AND HOLES IN BRICKS.
  - IDENTIFIES AREA OF WALL TO BE DEMOLISHED. ALL BRICKS AND STONES ARE TO BE SALVAGED, SORTED AND REUSED FOR WALL REPAIRS.

Proponent  
**Plenary Health**  
 Sponsors  
**CAMH Infrastructure Ontario**

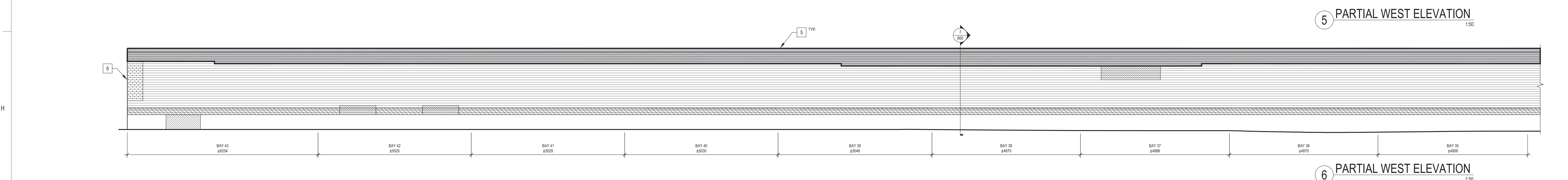
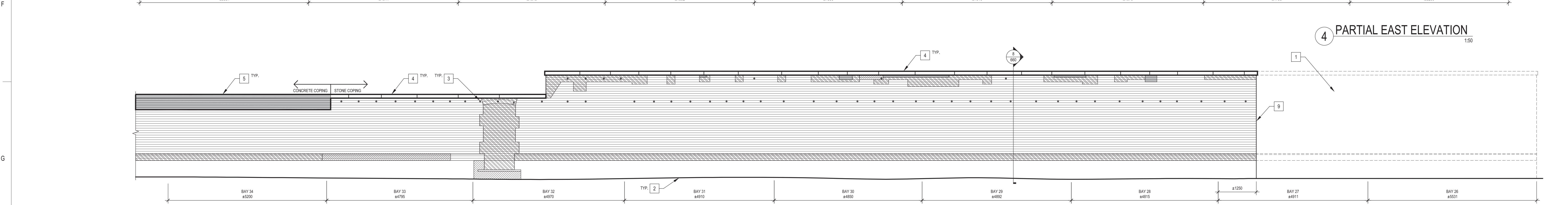
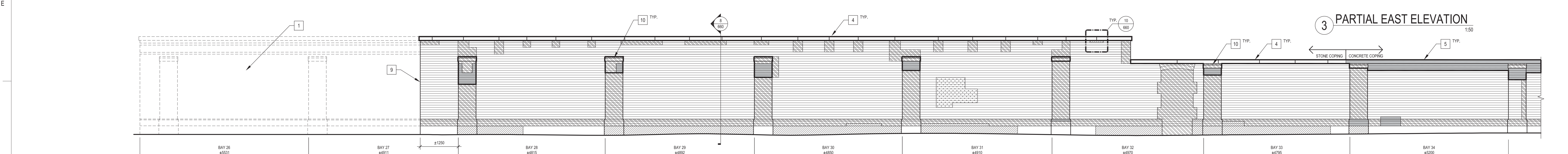
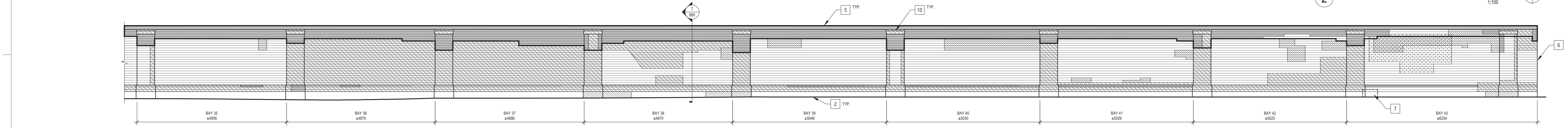
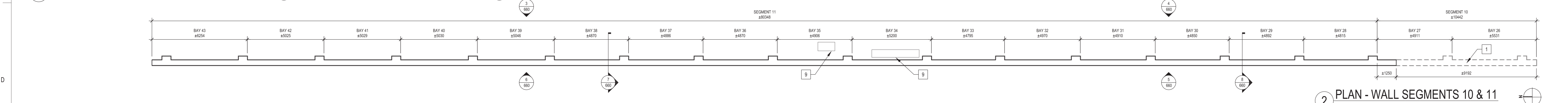
**EVOO**  
 366 ADELAIDE STREET EAST, SUITE 225  
 TORONTO (ONTARIO) M5A 3G9  
 T: 416-723-2020 info@evooarchitecture.com

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Design developed to approximately 50% CD only and is not yet complete or fully coordinated. Not all systems/ components/ details are shown. Information shown is subject to change as design is further developed and comments are received. Any party using this design is solely responsible for the impact on its work because of, and will include allowances to cover, subsequent design changes.

Legend/Notes  
 D1 C1 B1  
 C2 B2

**KEY PLAN**



TRUE NORTH  
 PROJECT NORTH

D	ISSUED FOR 50% CONTRACT DOCUMENT REVIEW	2018-04-02
C	ISSUED FOR REVISION CONSTRUCTION PLAN	2017-12-14
B	ISSUED FOR 100% DESIGN DEVELOPMENT REVIEW	2017-11-10
A	RE-ISSUED FOR 50% DESIGN DEVELOPMENT REVIEW	2017-09-28

Permit-Seal

**PRELIMINARY  
NOT FOR CONSTRUCTION**

Not for permits, pricing or other official purposes. This document has not been completed or checked and is for general information or comment only.

**CENTRE FOR ADDICTION AND MENTAL HEALTH PHASE 1 REDEVELOPMENT PROJECT**  
 999/1051 QUEEN STREET WEST, TORONTO, ONTARIO

Title  
 ASYLUM WALL REHABILITATION PLANS, ELEVATIONS, SECTIONS & DETAILS

Project No. 140018004  
 Scale AS NOTED

Revision Drawing No.  
**HER660**

Sheet of



HEA

FOR OFFICE USE ONLY

AT 1289220

RECEIPT OF RECEIPT  
RÉCEPISSÉ  
TORONTO (66)

2006-10-25

@12:21

(1) Registry  Land Titles  (2) Page 1 of 35 pages

(3) Property Identifier(s) Block 21298 - Property 0357 (LT) Additional: See Schedule

(4) Nature of Document  
**Application to Register Notice of Agreement (Section 71(1) of the Land Titles Act)**

(5) Consideration  
Dollars \$

(6) Description  
**Part Block 3, Plan Ordnance Reserve Toronto, designated as Parts 2, 3, 7, 8, 10 to 21 inclusive, Plan 66R-22560; S/T easement over Parts 1 to 7 on Plan 66R-22478, in favour of Rogers Cable Inc., as set out in Instrument No. AT29865; City of Toronto.**

New Property Identifiers Additional: See Schedule

Executions Additional: See Schedule

(7) This Document Contains: (a) Redescription New Easement Plan/Sketch  (b) Schedule for: Description  Additional Parties  Other

(8) This Document provides as follows:  
**CENTRE FOR ADDICTION AND MENTAL HEALTH, the registered owner of the lands described in Box (6) above, hereby applies under Section 71(1) of the Land Titles Act for entry of a Heritage Easement Agreement dated October 1, 2006, pursuant to Section 37(1) of the Ontario Heritage Act, R.S.O. 1990, c.18, on the register for the said lands.**

**CENTRE FOR ADDICTION AND MENTAL HEALTH hereby authorizes the land registrar to delete the entry of this Notice from the parcel register without notice or application with the consent of the parties shown below.**

**This notice will be effective for an indeterminate time.**

**Address for service of the Applicant is 1001 Queen Street West, Toronto ON M6J 1H4**

**CENTRE FOR ADDICTION AND MENTAL HEALTH by its Solicitors, McCarthy Tétrault LLP**

Per: Godyne N.L. Sibay

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
CENTRE FOR ADDICTION AND MENTAL HEALTH	Per: <u>Godyne N.L. Sibay</u>	2006 10 25
by its Solicitors, McCarthy Tétrault LLP		

(11) Address for Service: **1001 Queen Street West, Toronto, ON M6J 1H4**

(12) Party(ies) (Set out Status or Interest)	Signature(s)	Date of Signature
Name(s)		Y M D
CITY OF TORONTO		

(13) Address for Service: **55 John Street, Metro Hall, 26th Floor, Toronto ON M5V 3C6**

(14) Municipal Address of Property  
**1001 Queen Street West  
Toronto, ON M6J 1H4**

(15) Document Prepared by:  
**Donna Dimeski  
McCarthy Tétrault LLP  
Box 48, Suite 4700  
Toronto Dominion Bank Tower  
Toronto, Ontario  
M5K 1E6**

Fees and Tax	
Registration Fee	
<b>Total</b>	

**THIS EASEMENT AGREEMENT** made this 1st day of October, 2006.

**B E T W E E N:**

**CENTRE FOR ADDICTION AND MENTAL HEALTH**

(hereinafter called the "Owner")

OF THE FIRST PART;

- and -

**CITY OF TORONTO**

(hereinafter called the "City")

OF THE SECOND PART;

WHEREAS the Owner is the owner of certain lands and premises situated in the City of Toronto in the Province of Ontario, and municipally known as 1001 Queen Street West, (the "CAMH Lands") a portion of which is more particularly described in Schedule "A1" (hereinafter called the "Property"), attached hereto and on which there are two buildings and walls of heritage value (hereinafter called the "West Storage Building", the "East Storage Building" and "Walls" collectively, known as the "Heritage Features", each of which are located on the portions of land described in Schedule "A2");

AND WHEREAS one of the purposes of the Ontario Heritage Act, R.S.O. 1990, c.18, as amended, is to support, encourage and facilitate the conservation, protection and preservation of the 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, or interests therein, for the conservation of buildings of historic or architectural 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 Owner and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Heritage Features on the Property as set out in the "Reasons for Identification" attached hereto as Schedule "C" and as may be depicted in Schedule "B" attached hereto;

AND WHEREAS to this end, the Owner and the City agree to enter into this Easement Agreement (hereinafter 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 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 forever.

**1.0 Reasons for Identification**

Statement of Reasons

1.1 The Owner and the City agree that for the purposes of this Agreement the statement attached hereto as Schedule "C" (hereinafter called the "Reasons for Identification") sets out the reasons why the Heritage Features have been identified by the City as having cultural heritage value or interest.

Photographs Relevant to Duties of the Owner

1.2 The Owner and the City agree that the photographs contained in Schedule "B" attached hereto generally depict certain significant features of the appearance or the construction of the Heritage Features.

1.3 The Reasons for Identification attached hereto as Schedule "C" and the aforesaid photographs shall be referred to in determining the duties of the Owner under this Agreement.

1.4 The Owner, when alterations are made to either the Heritage Features, pursuant to paragraphs 2.1 to 2.4, shall within ninety (90) days of a request by the City and at the Owner's expense, provide photographs to the City to the satisfaction of the City's Chief Planner and Executive Director (the "Chief Planner"), taken from the same vantage point and identifying the same features of the appearance or construction as the photographs contained in Schedule "B". Upon acceptance in writing by the City, the new photographs shall be deemed to be incorporated immediately in Schedule "B" without further agreement by the Owner and shall replace the photographs contained in Schedule "B". After such amendments are made, all references in this agreement to the photographs contained in Schedule "B" shall be taken to be references to such replacement photographs. Both parties agree that there shall be no requirement to register an amendment respecting these replacement photographs on title to the Property.

**2.0 Duties of Owner**

Normal Repairs and Alterations

2.1 The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, construction, alteration, remodelling, or any other thing or act which would materially affect the exterior features of the appearance or construction of the Heritage Features as set out in the "Reasons for Identification" attached hereto as Schedule "C" and as may be depicted in the copies of the photographs contained in Schedule "B".

2.2 The approval required to be obtained from the City under paragraph 2.1 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 7.1 of this Agreement.

2.3 If the approval of the City is given or deemed to be given under paragraph 2.1, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials and techniques satisfactory to the City.

Permitted and Required Alterations

2.4 Notwithstanding paragraphs 2.1 to 2.3:

- (1) future construction, alteration, remodelling and demolition of the Heritage Features may be carried out in accordance with the following:
  - (a) The Asylum Wall, Condition Assessment and Conservation Strategy as prepared by E.R.A. Architects Inc., May 19, 2004 ("Conservation Strategy") a copy of which is on file with the Manager of Heritage Preservation Services; and
  - (b) an approved Conservation Plan and Landscape Plan as required in accordance with paragraphs 2.4(2), 2.4(3) and 2.4(4) of this Agreement;
  - (c) a Stage 2 archaeological assessment to be undertaken prior to any subsurface soil disturbance to the satisfaction of the Manager, Heritage Preservation Services and the Ministry of Culture, Heritage Operations Unit (the City and the Owner acknowledge that this condition has been satisfied with the submission of the Stage 1 & 2 Archaeological Assessment of the Proposed Redevelopment of 1001 Queen Street West, prepared by Archaeological Services Inc., dated July 2003);
  - (d) should deeply buried archaeological remains be encountered during construction activities, the Owner shall contact the Heritage Operations Units of the Ministry of Culture immediately; and

- (e) in the event that human remains are encountered during construction, the Owner shall immediately contact both the Ministry of Culture and the Registrar or Deputy Registrar of Cemeteries at the Policy and Consumer Protection Services Division of the Ministry of Consumer and Business Services;
- (2) prior to the approval of a site plan application which includes a Development Phase which is identified on Schedule "D", the Owner shall provide the following plans and documents to the satisfaction of the Chief Planner:
  - (a) a Conservation Plan for the Heritage Features within or related to the Development Phase as identified on Schedule "D"; and
  - (b) the portion of the proposed Landscape Plan which impacts the Heritage Features within or related to the Development Phase as identified on Schedule "D";
- (3) construction, alteration, remodelling and demolition of the Heritage Features may also be permitted in accordance with a Conservation Plan provided to the satisfaction of the Chief Planner in advance of a Development Phase ("Stand Alone Work"); and
- (4) the demolition of portions of the Walls which are located on lands described as Parts 16, 17 and 19, on Reference Plan No. 66R-22560 and any other portions of the Walls as may be necessary, is permitted when provided for in a Conservation Plan which is provided in accordance with paragraph 2.4(2) or 2.4(3).

2.5 The construction, alteration, remodelling and demolition (the "Work") permitted under paragraph 2.4 shall be completed within 4 years of the date of the issuance of a building permit in the case of a Development Phase or Stand Alone Work or as otherwise determined in the applicable Conservation Plan.

Insurance

2.6 The Owner shall at all times during the currency of this Agreement keep the Heritage Features insured against normal perils that are coverable by fire and extended coverage insurance in an amount equal to the replacement cost of the Heritage Features. The Owner shall deposit with the City's Chief Financial Officer and City Treasurer (the "Treasurer"), within three (3) weeks of the execution of this Agreement, a certified copy of the insurance policy referred to above with limits and in a company that is acceptable to the said Treasurer, and thereafter evidence satisfactory to the City of the renewal of insurance shall be delivered to the City at least three (3) clear days before the termination thereof. The City shall be a named insured in the said insurance policy. If the Owner fails to so insure the Heritage Features, or if any such insurance on the Heritage Features 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 Heritage Features shall, on the written demand and in accordance with the requirements of the City, be applied to the replacement, rebuilding, restoration or repair of the Heritage Features to the fullest extent possible having regard to the Reasons for Identification attached hereto as Schedule "C", the particular nature of the Heritage Features and the cost of such work.

Letter of Credit

2.7 The Owner covenants and agrees that upon execution of this Agreement, the Owner shall deliver to the City on a phased basis for each stage of Work as set out in the Conservation Plan an unconditional and irrevocable Letter of Credit in an amount satisfactory to the Chief Planner for the Work related to Heritage Features prior to any building permit including a permit for demolition, excavation and shoring for each Development Phase or Stand Alone Work, as the case may be in a form and from a Canadian Chartered Bank satisfactory to the Treasurer, for the purpose of securing the Owner's obligations under paragraph 2.5.

2.8 The Letter of Credit shall remain in the possession of the City until the Owner has completed the Work related to the Heritage Features contemplated in paragraph 2.5 to the

satisfaction of the Chief Planner. In the event the Chief Planner, acting reasonably, determines that the Owner has failed to use full diligence to complete such Work, the City shall have the right to draw on the Letter of Credit and apply such money to the completion of the Work secured thereby. The City shall also have the right to draw on the Letter of Credit to restore any unauthorized alteration or damage to the Heritage Features as set out in the "Reasons for Identification" attached hereto as Schedule "C" or in the photographs attached as Schedule "B".

2.9 If, in the opinion of the Treasurer, in consultation with the Chief Planner, acting reasonably, the amount of the Letter of Credit should be reduced to reflect the partial completion of the Work, the Owner may substitute a Letter of Credit in the reduced amount and the City will return the earlier issued Letter of Credit in its possession to the Owner. The Letter of Credit and any monies drawn thereon and held by the City, including interest earned thereon, but not applied by the City to the completion of the Work, shall be returned to the Owner upon the satisfactory completion of the Work secured by the Letter of Credit.

#### Damage or Destruction

2.10 The Owner shall notify the City of significant damage or destruction (not including deterioration) to the Heritage Features within ten (10) days of such damage or destruction occurring. In the event that any of the Heritage Features are damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Heritage Features, the Owner may, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval of the City to demolish the subject portion or all of the Heritage Features as the case may be, pursuant to paragraphs 2.1 to 2.3. 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 subject portion or all of the Heritage Features as the case may be.

#### Reconstruction by Owner

2.11 If the Owner has not requested the approval to demolish referred to in paragraph 2.10, or if the City does not give the approval to demolish referred to in paragraph 2.10, the Owner shall replace, rebuild, restore or repair the subject Heritage Features in accordance with the Conservation Strategy. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the subject Heritage Features to the City for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the subject Heritage Features. A refusal by the City to approve any plans and specifications may be based upon choice of materials, appearance, architectural style, or any other ground or grounds, including but not limited to purely 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 the receipt of such request by the City. The Owner shall cause all replacement, rebuilding, restoration and repair work on the subject Heritage Features to be commenced within thirty (30) days of the approval by the City of the plans and specifications for it and to be completed within nine (9) months of commencement, 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.

#### Failure of the Owner to Reconstruct

2.12 If the Owner fails to submit plans and specifications pursuant to paragraph 2.11 which are acceptable 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 it intends to replace, rebuild, restore or repair the subject Heritage Features in accordance with those plans and specifications, failing which the City may proceed with the replacement, rebuilding, restoration or repair of the subject Heritage Features up to the value of any insurance proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies and any additional amount that the City is prepared to contribute to the cost of such work. The Owner shall reimburse the City, on demand, for any expenses

incurred by the City thereby to an amount not exceeding the insurance proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies.

#### Maintenance of the Heritage Features

2.13 The Owner shall maintain the Heritage Features in accordance with the Conservation Strategy.

#### Signs, Structures, Etc.

2.14 The Owner shall not erect or permit the erection on the Property or on the Heritage Features of any signs, awnings, television aerials or other objects of a similar nature 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, provided that with respect to signage to identify the occupant(s) of the Property from time to time, the approval of the City shall not be unreasonably withheld, having regard to its use of the Property, the Reasons for Identification attached hereto as Schedule "C" and the photographs contained in Schedule "B" attached hereto.

#### No Act of Waste

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

- (1) grant any easement or right of way which would adversely affect the easement hereby granted;
- (2) erect or remove or permit the erection or removal of any building, sign, fence, or other structure of any type whatsoever;
- (3) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (4) except for the maintenance of existing improvements, and/or as provided for in a Landscape Plan and/or Conservation Plan in accordance with paragraph 2.4 of this Agreement, 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, sand or other materials;
- (5) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Heritage Features or the Property or (ii) causing any damage to the Heritage Features or unless it is in accordance with a Landscape Plan, as provided in paragraph 2.4(2) of this Agreement;
- (6) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
- (7) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be permitted under the City of Toronto Municipal Code and is necessary for (i) the prevention or treatment of disease, or (ii) other good husbandry practices.

#### Breach of Owner's Obligations

2.16 If the City is of the opinion that the Owner has neglected or refused to perform any of its 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 maximum 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.

2.17 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 in 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 any expenses incurred thereby, up to the estimated

maximum costs of remedying the breach set out in the aforesaid notice. 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 any means at its discretion, including forfeiture of letters of credit.

#### Waiver

2.18 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 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.

#### Extension of Time

2.19 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.

#### Force Majeure

2.20 Notwithstanding anything in this Agreement to the contrary, if the Owner and the City are bona fide delayed in or prevented from performing any obligations arising under this Agreement by reasons of strikes or other labour disturbances, civil disturbance, material or labour shortage, restrictive government laws, including but not limited to issuance of required permits, regulations or directives, acts of public enemy, war, terrorism, riots, sabotage, crime lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.

2.21 Nothing in Section 2.20 of this Agreement shall operate to excuse the Owner from prompt payment of cash or the delivery of a Letter of Credit to the City in accordance with the terms of this Agreement.

#### Emergencies

2.22 Notwithstanding the provisions of paragraphs 2.1 to 2.3, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Heritage Features as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Heritage Features; and
- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Heritage Features or occupants of the Property at risk of injury or damage, provided that the Building Code Act, 1992, as amended or re-enacted from time to time, is complied with and, where time permits, the staff of the City is consulted.

### **3.0 Use of Property**

3.1 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.

### **4.0 Inspection of the Property**

#### Inspection by City at All Reasonable Times

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

**5.0 Notice of Easement**

Plaque

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

Publicity

5.2 The Owner agrees to allow the City to publicize the existence of the easement.

**6.0 Severability of Covenants**

Proper Covenants Not to Terminate

6.1 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.

**7.0 Notice**

Addresses of the Parties

7.1 Any notices to be given under this Agreement shall be in writing and be delivered personally or by prepaid registered mail to the parties at their respective addresses:

THE OWNER

Centre for Addiction and Mental Health  
1001 Queen Street West  
Toronto, ON M6J 1H4  
Attention: President and Chief Executive Officer

THE CITY

City of Toronto  
Station 1260  
26th Floor, Metro Hall  
55 John Street  
Toronto, ON, M5V 3C6  
Attention: City Solicitor

Any notice that is personally delivered shall be deemed to have been given on the date of delivery if such date is a business day and delivery is made prior to 4:00 p.m. (Toronto time) and otherwise on the next business day. Any notice sent by registered mail shall be deemed to have been given on the second clear day after the day of mailing. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

**8.0 Entirety**

No Extraneous Agreements Between the Parties

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

8.2 The Schedules attached hereto form part of and are incorporated into this Agreement.

**9.0 Subsequent Instruments**

Subsequent Instruments to Contain These Provisions

9.1 Notice of these covenants, easements and restrictions shall be inserted by the Owner 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 Heritage Features.



Notice to City

9.2 The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Heritage Features.

**10.0 Interpretation**

10.1 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.

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

**11.0 Enurement**

Covenants to Run With the Property

11.1 The covenants, easements and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns as the case may be.

**12.0 Postponement Agreements**

12.1 The Owner agrees to provide to the City, prior to the registration of this Agreement on title to the Property and at no cost to the City, any postponements which the City Solicitor considers necessary to ensure that this Agreement, when registered, will have priority over any other interest in the Property, other than the Owner's fee simple interest.

12.2 The Owner agrees that it will provide to the City, concurrent with the delivery of any postponements that may be necessary pursuant to paragraph 12.1, a solicitor's title opinion, satisfactory to the City Solicitor, confirming that this Agreement, when registered, will have priority over any other interest in the Property, other than the Owner's fee simple interest.

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


**CENTRE FOR ADDICTION AND MENTAL HEALTH**


Per:   
Name: Dev Chopra  
Title: EVP, Corporate Services

Per: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

I/We have authority to bind the corporation.

**CITY OF TORONTO**

Per:   
Name: C. Weidon for  
Title: Joseph P. Pennachetti  
Title: Deputy City Manager and Chief Financial Officer

Per:   
Name: Rosemary Mackenzie  
Title: Jilli S. Watkiss  
Title: City Clerk

*RK*

Authorized by Clause No. 5 of  
Report No. 4 of Toronto South  
Community Council, adopted by  
City Council at its meeting held on  
May 18, 19 and 20, 2004. *R. Mackenzie*

**Rosemary Mackenzie**

for Ulli S. Watkiss, City Clerk

APPROVED AS TO FORM

*[Handwritten Signature]*

For Anna Kinastowski  
City Secar

//

**SCHEDULE "A1"**

**LEGAL DESCRIPTION**

**Portion of the CAMH Lands Subject to Heritage Easement Agreement**

part of PIN 21298-0357 (LT) being part of Block 3, Ordnance Reserve, designated as Parts 2, 3, 7, 8 and 10 to 21 inclusive on Reference Plan 66R-22560

**SCHEDULE "A2"**

**Location of West Storage Building**

part of PIN 21298-0357 (LT), being part of Block 3, Ordnance Reserve, designated as Part 12 on Plan 66R-22560; City of Toronto

**Location of East Storage Building**

part of PIN 21298-0357 (LT), being part of Block 3, Ordnance Reserve, designated as Part 15 on Plan 66R-22560; City of Toronto

**Location of Walls**

part of PIN 21298-0357 (LT), being part of Block 3, Ordnance Reserve, designated as Parts 2, 3, 7, 8, 10, 11, 12 and 15 to 21 inclusive on Plan 66R-22560; City of Toronto

13

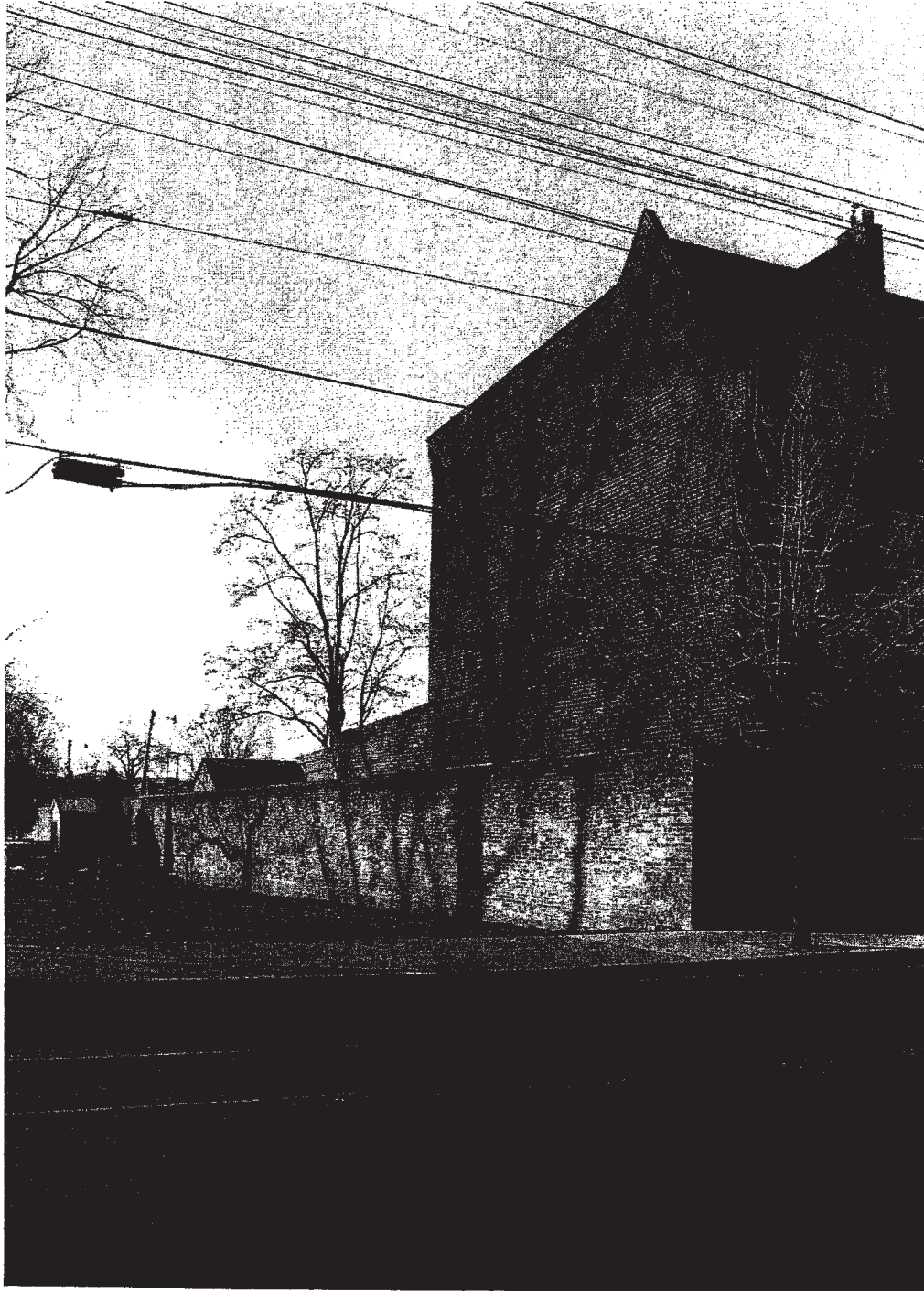
**SCHEDULE "B"**  
**PHOTOGRAPHS**

-B1-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #1



View of the west part of the wall, looking south from Queen Street West and showing the expanse of the wall, its height, and the brick construction on a rubblestone foundation.

-B2-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #2



View of the west section of the wall, looking north toward Queen Street West and showing the east face.

-B3-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #3



View of the west portion of the wall, looking south from Queen Street West and showing the expanse along this end of the property.



-B4-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #4



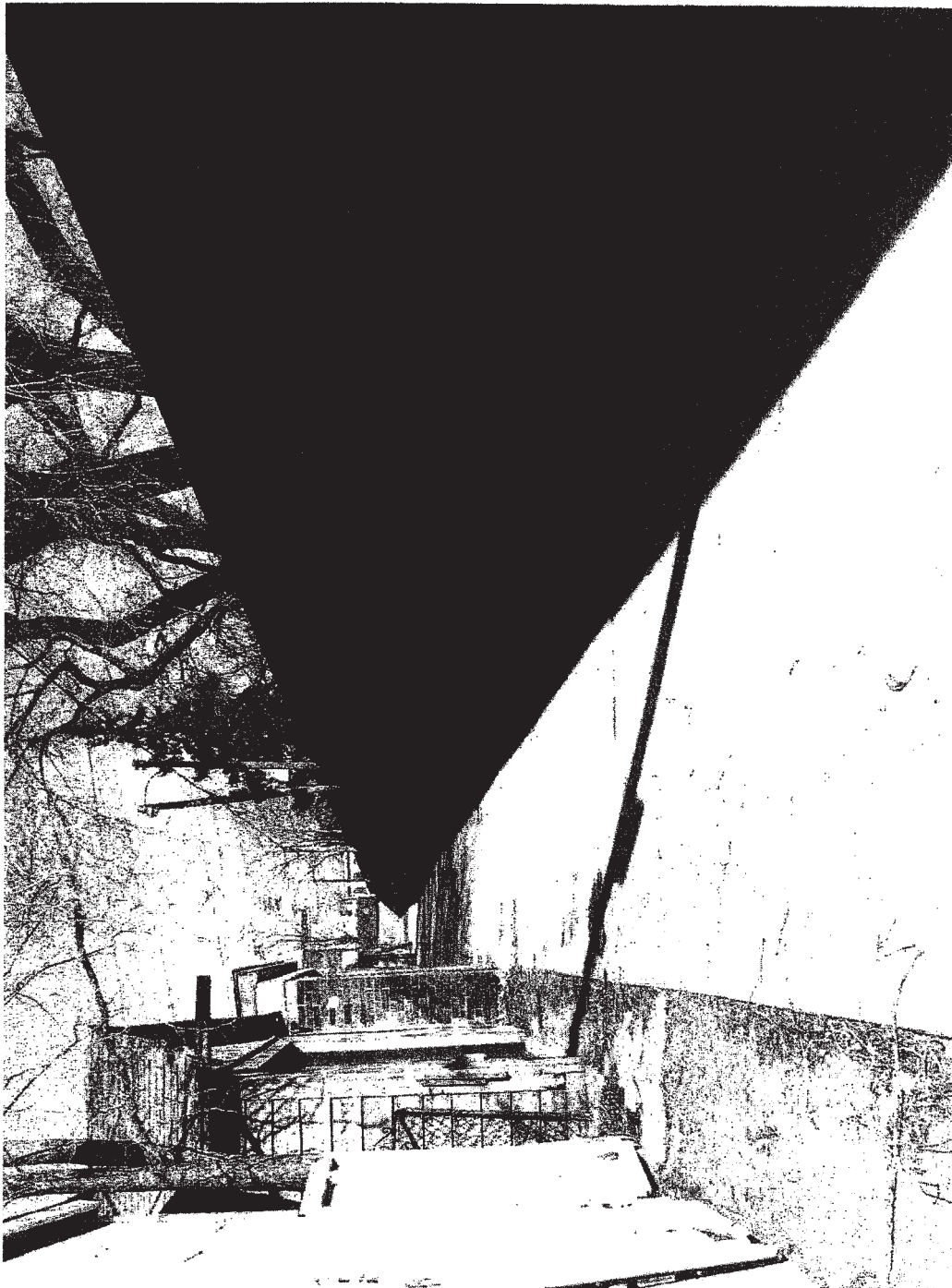
View of the west part of the wall, showing where it terminates near the south end of the property.

-B5-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #5



View of the west section of the wall, looking north toward Queen Street West and showing the west face along a lane parallel to Dovercourt Road.

-B6-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #6



View of the south portion of the wall, looking west and showing the north face with its brick piers.

-B7-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #7



View of the south part of the wall, looking east and showing the brick piers supporting the north face.

-B8-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #8



View of the west workshop that abuts the south section of the wall, and showing the brick construction, the steeply pitched gable roof, and the pattern of the segmental-arched door and window openings.

-B9-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #9



View of the south portion of the wall, showing the rubblestone foundation that survives between the two outbuildings (the west storage building is shown on the left or west).

-B10-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #10



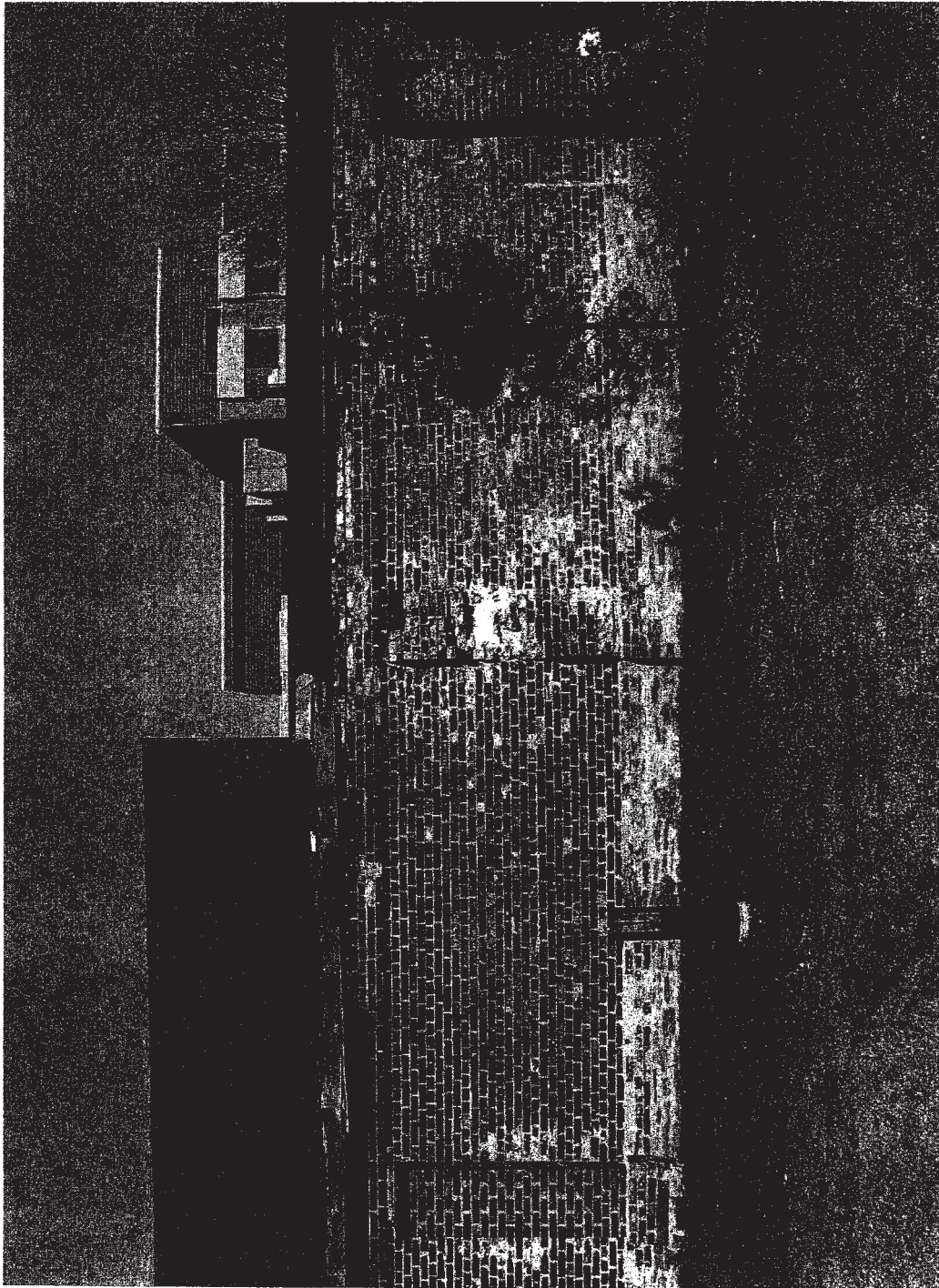
View of the east workshop that abuts the south portion of the wall, and showing the brick construction beneath a gable roof, and the organization of the door and window openings (many of the openings have been altered).

-B11-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #11



View of the south section of the wall, showing the south face with the brick piers and two of the bricked-in openings.

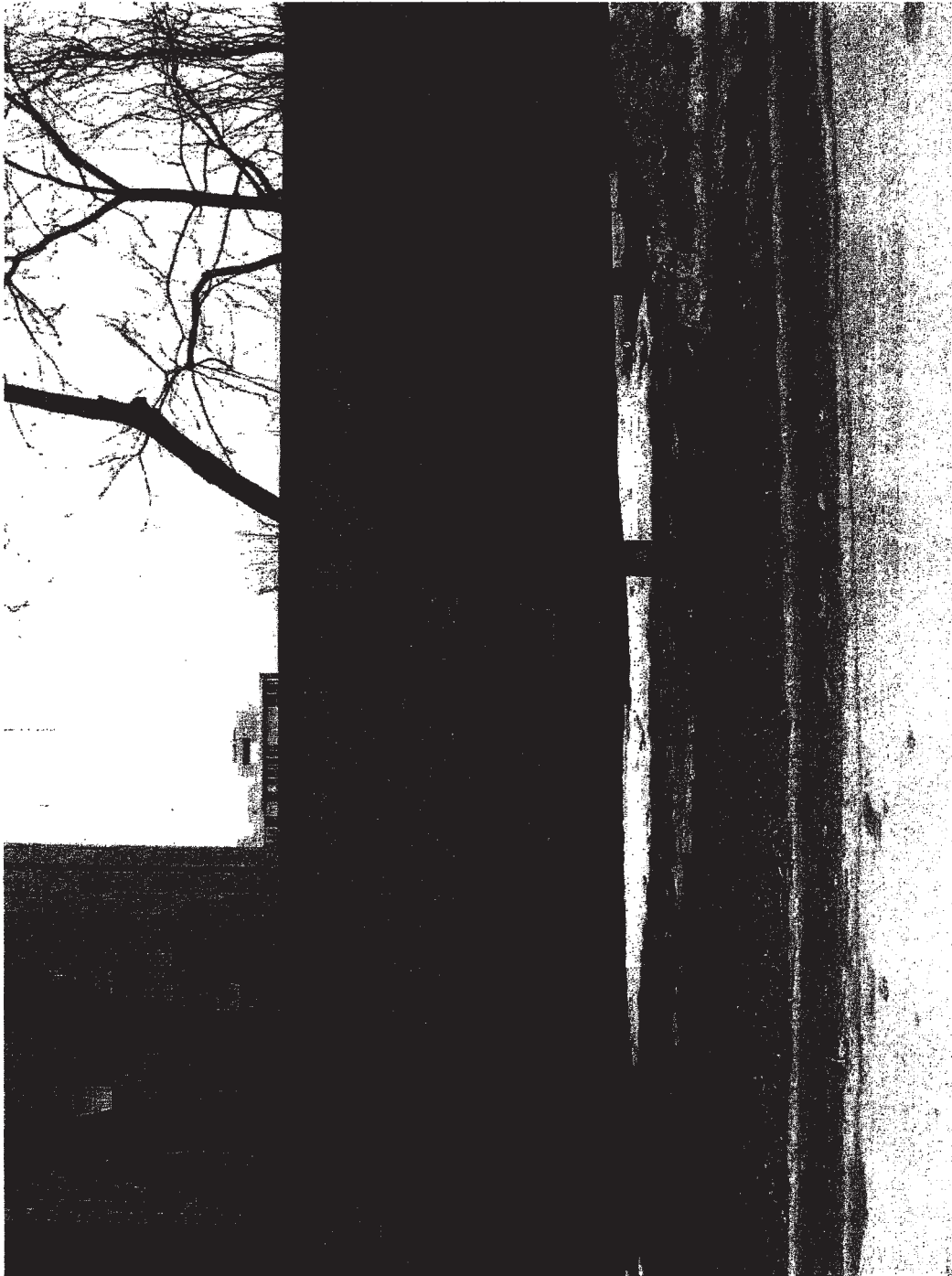


-B12-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #12



View of the south portion of the wall, showing the north face with the brick piers and one of the bricked-in window openings.

-B13-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #13



View of the intersection of the south (right) and east (left) parts of the wall at the southeast corner of the site.

-B15-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #15



View of the east part of the wall, showing the west face with the brick construction with stone trim, the change in height, and one of the bricked-in openings.

-B16-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #16



View of the east section of the wall, showing the west face with the change in height and, toward the south end, one of the two oversized openings in the wall.

-B17-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #17



View of the east part of the wall, showing the west face with the brick construction and the reduced height of this section.

-B18-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #18



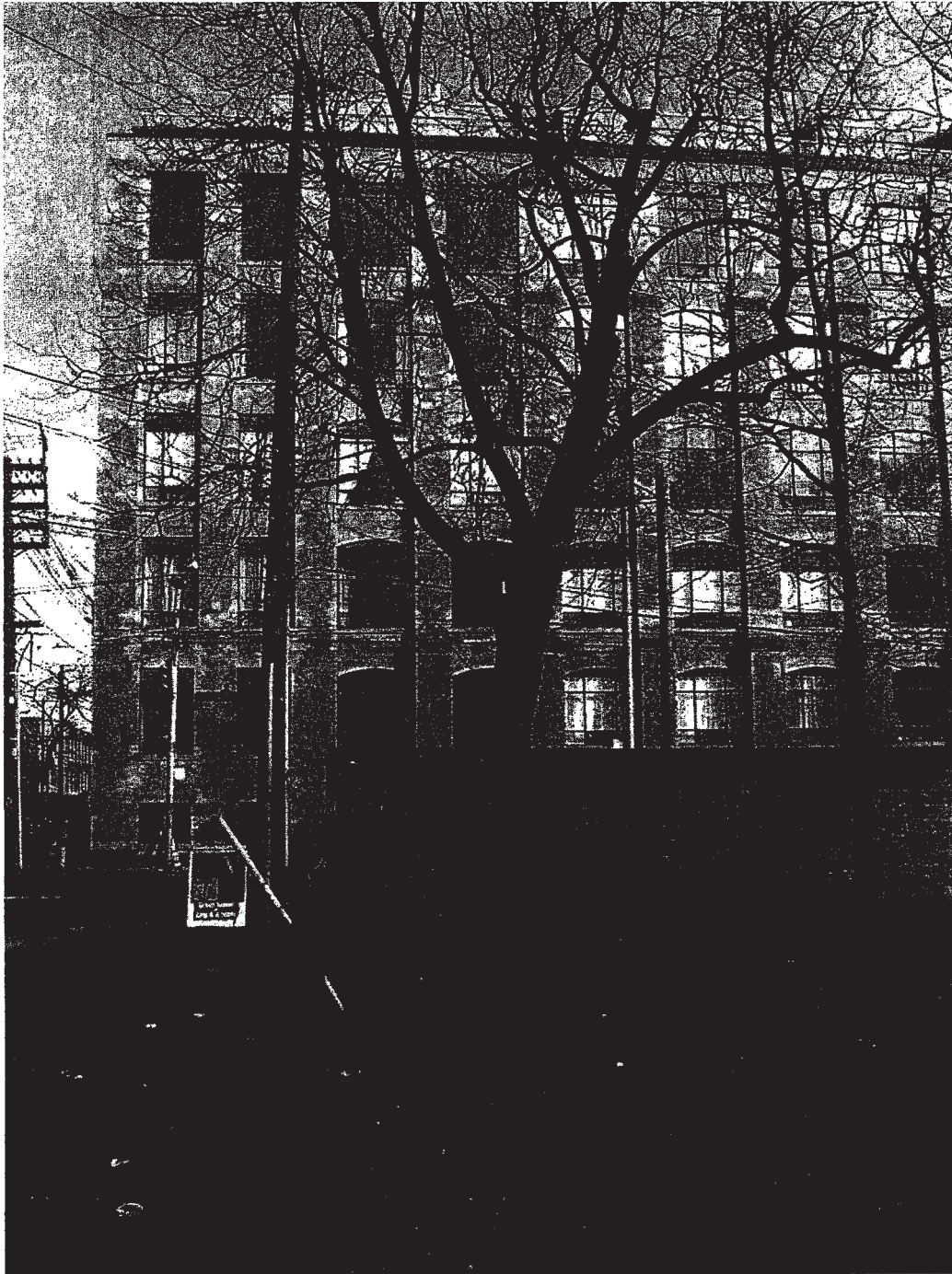
View of the east section of the wall, showing the east face along Shaw Street near its intersection with Queen Street West (right).

-B19-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #19



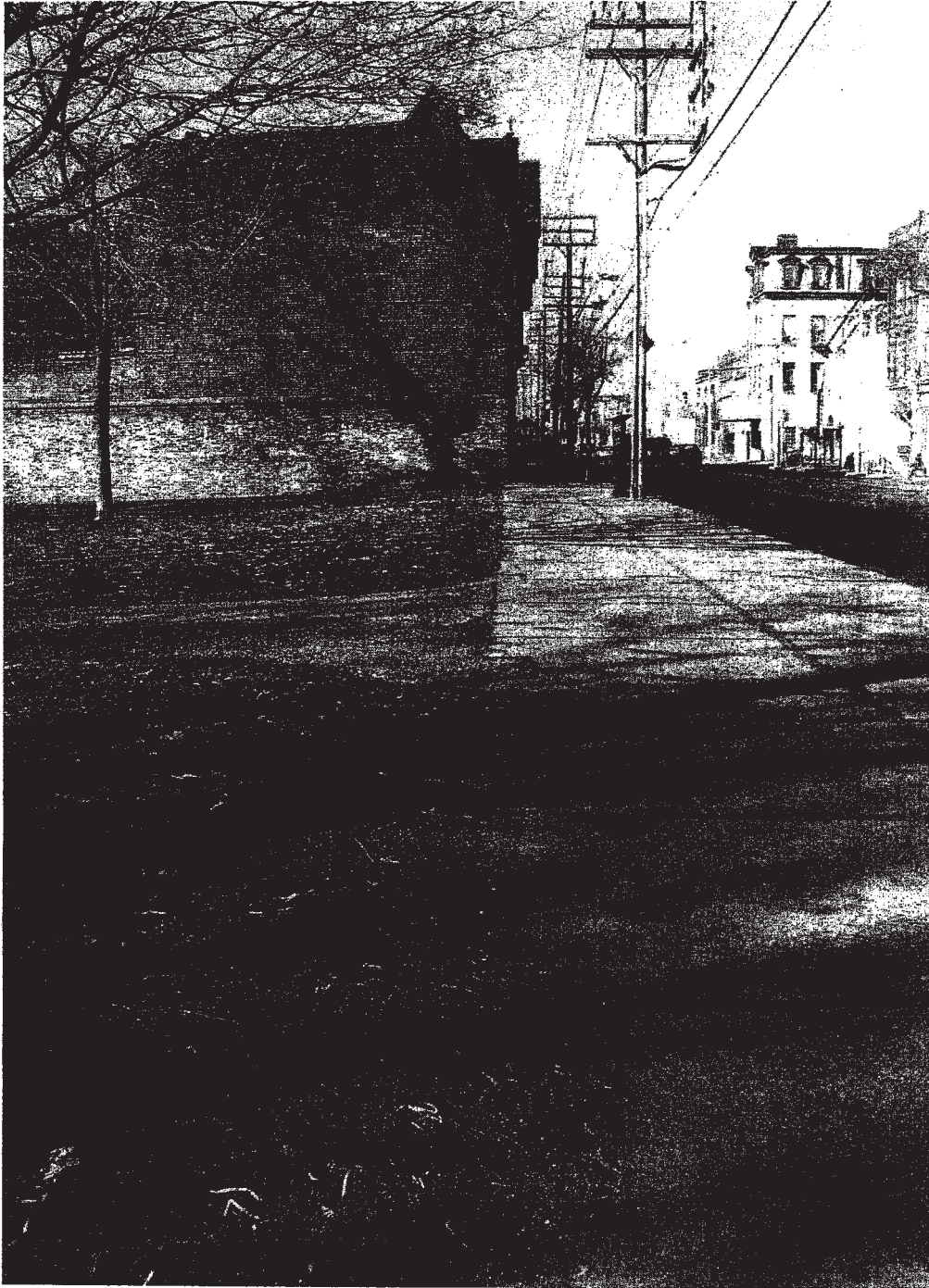
Contextual view, looking east and showing the location of the east part of the wall near the corner of Queen Street West and Shaw Street.

-B20-

SCHEDULE "B"

1001 Queen Street West  
Toronto, Ontario

Photograph #20



Contextual view, looking west and showing the location of the west section of the wall near Queen Street West.



**SCHEDULE "C"****REASONS FOR IDENTIFICATION**

The property at 1001 Queen Street West is identified for its cultural resource value or interest. The wall that delineates the west, south and east ends of the property is the surviving 19<sup>th</sup> century element from the Provincial Lunatic Asylum. Opening in 1850, the original Asylum building was designed by architect John Howard, with entrance gates added by architects Cumberland and Ridout in 1851 (the latter structures have been demolished). The Asylum Wall dates to 1861 when it was constructed according to the designs of Kivas Tully, architect for the Province of Ontario. In 1888-1889, after the Asylum property was reduced in size, portions of the wall along the east and west boundaries were rebuilt in their present locations flanking Shaw Street on the east and a laneway parallel to, and east of, Dovercourt Road on the west. On the south, the wall extends along a line north of Sudbury Street and incorporates two outbuildings, one dating to 1888 and the other added thereafter. The Asylum Wall is architecturally and historically significant as the last original feature from the Provincial Lunatic Asylum.

The heritage attributes of the property consist of the Asylum Wall that marks the west, south and east edges of the present site. The north end of the wall is cut back from Queen Street West at Shaw Street as the result of road widening. Supported on a rubblestone foundation, a brick plinth forms the base for the wall, with the white (buff) brickwork laid in common bond. Brick piers with limestone caps rise three-quarters the height of the wall and are spaced at intervals of 4.88 metres (16 feet). The piers are found on the west face of the west wall, the north and south sides of the south wall, and the east face of the east wall.

Along the west end of the site, the wall rises to a maximum height of 4.27 metres (14 feet). This section of the wall originally had limestone caps, with brick caps along the northernmost end (the current caps are cement and are not included in the Reasons for Identification). The wall does not extend to the south property line because this area was breached for a railway spur before 1881. A break in the wall, made for a farm gate, is currently bricked in.

The wall along the south edge of the site is in its original location and retains its limestone caps. It extends to 4.27 metres (14 feet), apart from the centre section. Here, only the foundation survives at a height of .092 metres (or three feet). On the south section of the wall, seven original segmental-arched openings with brick voussoirs are now bricked in. One opening retains its original wood sill. The wall incorporates two storage buildings, with the wall itself creating the south elevation of each structure. Under a tall, steeply pitched gable roof, the Carpenter's Shop is now known as the west storage building. It has buff brick cladding, door and window openings on its east and north faces, and windows only on the west elevation. The openings display brick voussoirs and stone sills. The east storage building, identified by its low-pitched gable roof, has been extensively altered with new door and window openings and changes to the original ones (the east additions to this building are not included in the Reasons for Identification).

At the southeast corner of the property, the south and east sections of the wall are joined at right angles. The east portion flanks Shaw Street and rises three metres (10 feet) at the south end with limestone caps. The north end has been reduced in height to 2.3 metres (7.5 feet) and the original stone trim has been removed. In this area, one of the currently bricked-in openings retains its brick voussoirs and stone sill. Two large openings were added to the east segment in the 1970s for vehicular access, and the wall in-between displays finished brick returns.

## SCHEDULE "D"

HERITAGE FEATURES TO BE RETAINED

<b>Heritage Feature</b>	<b>Location on Reference Plan 66R-22560</b>	<b>Development Phase (Blocks shown on draft M Plan as attached to this agreement as Schedule "E")</b>
Wall Section	Part 2	Block 1
Wall Section	Part 3	Block 2
Wall Section	Parts 7, 8, and 10	Block 11
Wall Section	Part 11	Block 34
Wall Section and West Storage Building	Part 12	Block 16
Wall Section and East Storage Building	Part 15	The later of Block 18 or 20
Wall Section	Northerly portion of Part 18	Northerly portion of Block 7 as identified on a future application for site plan approval
Wall Section	Southerly portion of Part 18	Southerly portion of Block 7 as identified on a future application for site plan approval
Wall Section	Part 20	Block 6
Wall Section	Part 21	Block 41

