

1621 Major Mackenzie Drive East
Richmond Hill, ON
CULTURAL HERITAGE IMPACT ASSESSMENT

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Project # 21-071-01
Prepared by PE/SL/EC/ZC/CH

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Undated photograph of the north and west elevation of the David Hislop House (c.1877), mill pond and dam associated with the Headford Mills (City of Richmond Hill).



Looking towards the east and north elevation of the David Hislop House. The Site is unoccupied and the former Headford Mills and barn structures have since been demolished. The David Hislop House is currently sitting on a structural platform (ERA, 2021).

EXECUTIVE SUMMARY

Background

This report has been prepared by ERA Architects Inc. (“ERA”) to provide a Cultural Heritage Impact Assessment (“CHIA”) for the proposed redevelopment of the property municipally known as 1621 Major Mackenzie Drive East (the “Site”). The development application is being submitted subsequent to a Ministerial Zoning Order (“MZO”), granted on December 2, 2020 to permit additional uses on the Site.

The Site is currently occupied by a 1 ½ storey vacant dwelling built for David Hislop in 1877 (the “David Hislop House”) and open space, including the Rouge River.

In 2013, City Council authorized the Mayor and City Clerk to execute a Heritage Restoration Agreement, dated December 20, 2013 which pertains to the “careful relocation, restoration and rehabilitation of the designated David Hislop House to the approved new location within the property”. The dwelling remains in its general original location, raised on a structural platform with its later east addition removed.

A structural assessment prepared by Socia Engineers Ltd., dated May 18, 2021 concluded that the David Hislop House is now structurally unsound.

Heritage Status

The David Hislop House is designated under Part IV of the *Ontario Heritage Act* by By-law 143-97, amended by By-law 68-06. The ‘Reasons for Designation’ recognize the dwelling as “an important link with Headford Mills and their significance to the early development of the community of Headford”. The ancillary buildings associated with the Headford Mills are no longer extant.

The Site is considered adjacent to 9853 Leslie Street, the Patrick Kelly House, which is listed on the City’s Heritage Register.

Proposed Development

The proposed master plan for Mackenzie Commons, designed by Malone Given Parsons, removes the David Hislop House and introduces a plan of subdivision with a mix of uses and housing tenures to the Site. The existing open space on the western edge will be maintained in the redevelopment.

Impact Assessment

The David Hislop House will be removed. The Site will be infilled with a mix of uses in accordance with the December 2020 MZO.

Conservation & Mitigation

Robust heritage interpretation will communicate the Site’s cultural heritage value and mitigate the loss of the David Hislop House, as well as the other no longer extant buildings associated with Headford Mills. Historical themes relating to Headford Mills (1832-1916) and the Rouge River Watershed will be communicated through a variety of multi-media interpretation strategies. Opportunities for material conservation are currently being explored.

Conclusion

The report finds that the proposed heritage interpretation program at 1621 Major Mackenzie Drive East appropriately mitigates impacts to the Site and adjacent property’s cultural heritage value.

1 INTRODUCTION

1.1 Report Scope

ERA Architects Inc. (“ERA”) has been retained by Treasure Hill Homes to provide a Cultural Heritage Impact Assessment (“CHIA”) for the proposed redevelopment of the property municipally known as 1621 Major Mackenzie Drive East (the “Site”) in Richmond Hill. The proposed development application is being submitted subsequent to a MZO (O. Reg. 698.20), granted on December 2, 2020 to permit a long-term care facility, residential and additional commercial uses on the Site. This report considers the impact of the proposed development on recognized heritage resources on and adjacent to the Site.

The purpose of an CHIA, as per the Cultural Heritage Impact Assessment Terms of Reference for the City of Richmond Hill, is to evaluate the proposed development in relation to cultural heritage resources and recommend an overall approach to the conservation of the heritage value of these resources.

This report was prepared with reference to the following:

- Parks Canada Standards and Guidelines (2010);
- Provincial Policy Statement (2020);
- Ontario Regulation 9/06 Criteria for Determining Cultural Heritage Value;
- Ontario Heritage Toolkit;
- City of Richmond Hill Official Plan (consolidated 2020); and
- City of Richmond Hill Terms of Reference for Cultural Heritage Impact Assessments (2018).

Heritage Decision History

In 2008, a CHIA was prepared by Unterman McPhail Associates for a proposed commercial redevelopment of the Site. The report recommended retention of the David Hislop House, cultural heritage landscape features, and mill and farm structures. As a result, City Council authorized the Mayor and City clerk to execute a Heritage Restoration Agreement, dated December 20, 2013 which pertains to the *“careful relocation, restoration and rehabilitation of the designated David Hislop House to the approved new location within the property”*. The Heritage Restoration Agreement is included in Appendix A of this report.

1.2 Site Description and Context

The Site is located on the south of Major Mackenzie Drive East, east of Leslie Street in Richmond Hill. The Site is currently occupied by the 1 ½ storey David Hislop House and open space. The Rouge River runs through the western edge of the Site.

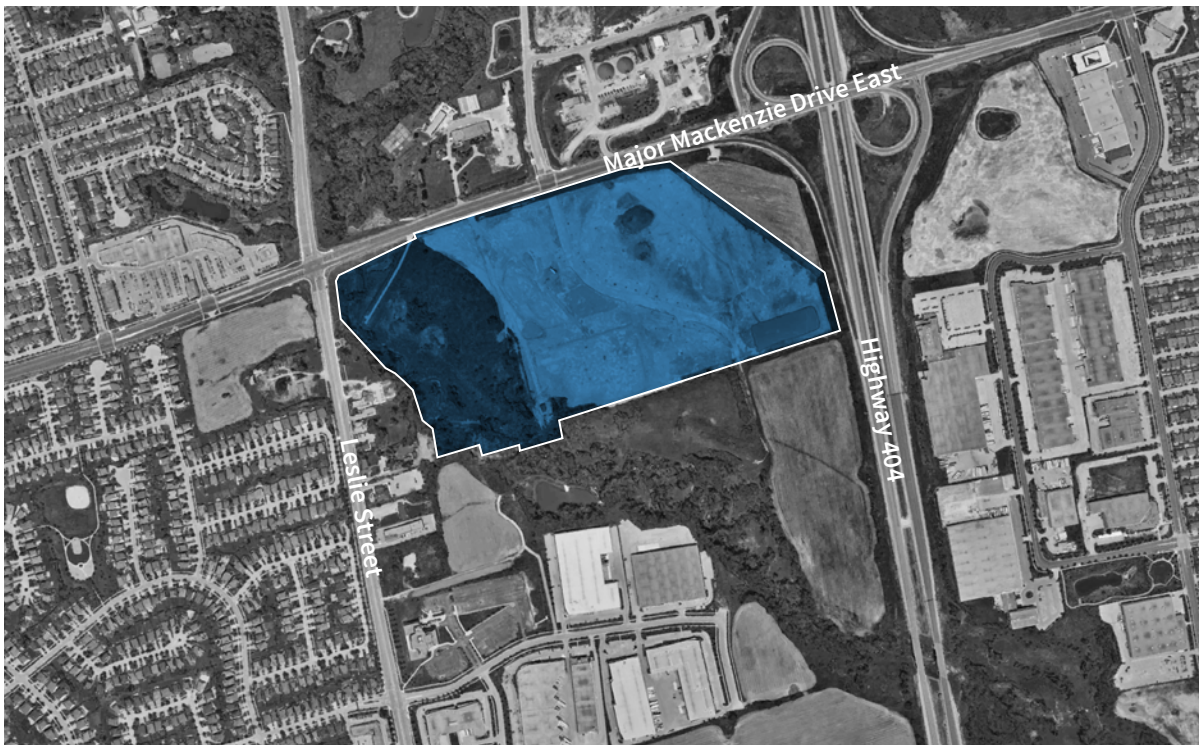
The Site's context is broadly characterized by a mix of employment, commercial and residential uses ranging in density and style:

To the north: Continuation of the Rouge River and low-rise commercial and industrial block.

To the east: Highway 404 and open space.

To the south: Open space including Mill Pond and low-rise buildings as part of a business park.

To the west: The Hamlet of Headford, which is broadly characterized by historic buildings adapted for contemporary uses, infill residential and commercial development.



Aerial image of the Site, highlighted in blue (Google Earth, 2021; annotated by ERA).

1.3 Site and Context Photographs



Looking towards the Site from Major Mackenzie Drive East. The David Hislop House is located to the rear of the Site (ERA, 2021).



Looking towards the Site from Leslie Street. The Rouge River runs through the Site (ERA, 2021).



North elevation of the David Hislop House. The structure is currently raised on cribbing (ERA, 2021).



East and north elevation of the David Hislop House. A later addition to the east elevation has been removed (ERA, 2021).



Low-rise residential and commercial developments are located directly west of the Site (ERA, 2021).



To the north of the Site is a low-rise commercial complex containing the Liuna 506 Training Facility and the Adam Henricks House, a 1 ½ storey frame dwelling constructed in 1885 (ERA, 2021).



The Hamlet of Headford (Google, 2020).



The Headford Business Park is south of the Site, and contains a trail that leads towards the Rouge River. The Business Park is occupied by low-rise office and industrial buildings (ERA, 2021).

1.4 Heritage Status

On-Site Heritage Resources

The Site is designated under Part IV of the Ontario Heritage Act (“OHA”) by By-law 143-97, amended by By-law 68-06. The heritage status is further discussed in Section 3 of this report.

Adjacent Heritage Resources

The Site is considered adjacent to 9853 Leslie Street, Patrick Kelly House, which listed on the City’s Heritage Register:

“Brick; patterned red/buff, buff on rear wall; 1 ½ storeys; c1875 (v); L-shaped; Gothic Revival; transomed entry; Gothic window with tre-foil sash, in front gable; 2 storey canted front bay window; segmental windows; Patrick Kelly, mason. Frame 1 storey side addition.”

Adjacent: for the purposes of policy 2.6.3, those lands contiguous to a protected heritage property or as otherwise defined in the municipal official plan (Provincial Policy Statement, 2020).

Note: the PPS definition above is used in the absence of an alternative definition from the City of Richmond Hill Official Plan



Adjacent Heritage Resources to the Site. The Site is outlined in blue, the location of the David Hislop House is shaded in blue and the Patrick Kelly House (listed) in yellow (York Region, 2021; annotated by ERA).



The Patrick Kelly House at 9853 Leslie Street is currently occupied by the Rahmat Centre Mosque (ERA, 2021).

2 HISTORY AND EVOLUTION

2.1 Historical Context

Section 2.1 of this report was written from a non-Indigenous perspective, based on written and archaeological records. It does not reflect or represent the entirety of the rich history of Indigenous peoples in this area.

Indigenous Territory

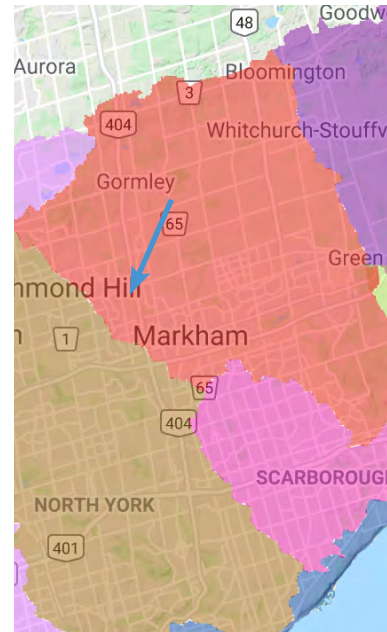
For millennia, the Site has formed part of the traditional territory of diverse Indigenous peoples, including the Huron Wendat, Haudenosaunee and the Anishinaabe. The Site is situated within the Rouge River watershed and west of the Rouge River Carrying Place Trail, a historic Indigenous portage route that connected Toronto with the Upper Great Lakes. For each of these groups, Toronto's regional watershed has been used for trade, transportation, fishing, and adjacent settlement and agriculture.

The Rouge Tract Claim

After the British conquest of New France in 1763, the Crown issued a royal proclamation, which established guidelines for the colonization of Indigenous territories in North America. The proclamation stated that Indigenous peoples held title to their territory until it was ceded by a treaty.

In 1788, the British entered into the Gunshot Treaty with the Mississaugas at the Bay of Quinte, encompassing the land between the Bay of Quinte and the eastern boundary of the 1787 "Toronto Purchase". The deed was later found blank, leading the Crown to question the validity of the Treaty. In 1923, the Williams Treaties were signed between seven Anishinaabe First Nations and the Crown, addressing lands that had not previously been "surrendered" by a Treaty. The Mississaugas of the Credit were not included in the negotiations and were not a signatory to the Williams Treaties.

In 2015, the Mississaugas of the Credit submitted the Rouge Tract Claim, which included a claim to unextinguish title of the Site and its surroundings. The Claim sought return of the lands, and at the time of writing this report, is awaiting approval for negotiation.



Map of Toronto's regional watershed. The Site (indicated by a blue arrow) is located within the Rouge River Watershed (highlighted in red) (Toronto and Region Conservation Authority, n.d.)

The Berczy Settlement in Markham Township

With European contact, the Rouge Carrying Place Trail remained a key trade and travel route for early settlers and trappers. Due to increasing colonial conflict overseas, there became a need for an internal passageway between the Township of York to Lake Simcoe in order to facilitate safe movement. By 1793, John Graves Simcoe, Lieutenant Governor of Upper Canada surveyed a “bush road”, which forms present-day Yonge Street (the name referred to the wild nature of the path). The road would become a catalyst for trade and settlement patterns.

William Berczy, an artist and developer, led approximately sixty-four German families to settlement in Upper Canada. In 1794, Simcoe and Berczy negotiated for 64,000 acres of land in Markham Township for help in constructing Yonge Street between Lot 29 (present-day Royal Orchard Boulevard) to the Holland River.

As a result, Abraham Iredell surveyed Markham Township within the same year for the Berczy settlers. With the exception of the lots laid out on either side of Yonge Street, 200-acre lots were established with 100 acre parcels referenced as the east and west half. The Site historically formed the west half of Lot 20 in the 3rd concession of Markham Township. The 100-acre lot was granted to Peter Holtz, a Berczy settler, in 1808 who resided on the Site until 1826.

The harsh winters and crop failures that followed drove many of Berczy’s settlers to York, forcing William Berczy to withdraw from the construction of Yonge Street. Those who remained had inhabited the lots along the second (Bayview Avenue) and third (Leslie Street) concessions. Yonge Street was considered less favourable due to the imposed settlement conditions, which included constructing a dwelling within 12 months of a land grant.

Early Markham Township was characterized by agricultural crossroad communities, served by mills powered by the Rouge River. Larger settlements included Berczy’s German Mill (Lot 4, Con. 3), Victoria Square (Lots 25 and 26, Con. 3 and 4), and the Headford Mill located on the Site.



C.W. Jeffreys illustration of a survey party in Upper Canada (1793).

NOTICE is hereby given to all persons settled, or about to settle on *YONGE-STREET*, and whose locations have not yet been confirmed by order of the *PRESIDENT* in council, that before such locations can be confirmed it will be expected that the following *CONDITIONS* be complied with :

First. That within *twelve months* from the time they are permitted to occupy their respective lots, they do cause to be erected thereon a good and sufficient dwelling house, of at least 16 feet by 20 in the clear, and do occupy the same in *Person*, or by a substantial *Tenant*.

Second, THAT within the same period of time, they do clear and fence *five* acres, of their respective lots, in a substantial manner.

Third, THAT within the same period of time, they do open as much of the *Yonge-Street* road as lies between the front of their lots and the middle of the road according to one

Duties to be performed by Yonge Street settlers (Archives of Ontario, 1798).



1860 map of the hamlets in Markham, Vaughan, Whitchurch and King Township. The approximate location of the Site is indicated by a blue arrow (Griffin; annotated by ERA).

Headford Mills (1832-1912)

The Headford Mills was established on the Site by John Clever Burr, a farmer in 1832. John had built a small grist mill and dam (the “Mill Complex”) adjacent to the Rouge River within the same year. He would operate the mill for a brief period before his brother, Rowland Burr, purchased 20-acres containing the Mill complex to the extent of the Leslie Street frontage (1838).

Rowland was a carpenter and owned three prosperous mills in the Village of Burrwick (present-day Woodbridge). Under his ownership of the Site, he constructed a larger dam and enlarged the grist mill. Subdivision of half to 1-acre parcels was completed along Leslie Street to establish the Hamlet of Headford (1841). At this time, Rowland lived elsewhere in Burrwick while John and his son, Stephen, continued to farm the remaining 80-acres on the Site.

Between 1848 to 1874, the Mill complex was acquired by a series of owners and tenant millers. Improvements to the Site included the addition of woolen mill during John Eyer’s tenure in 1861. The woolen mill was in operation until at least 1875.

In 1878, the Mill Complex was acquired by the Hislop family, and later consolidated with the farmed portion by 1897. A 2-storey picturesque brick building located directly adjacent to the Mill Complex was built in 1877 for David Hislop, a farmer and miller. The grist mill’s continued success led the Hislops to modernize the Mill with the replacement of the stone grinder to a roller in 1889.

Milling activity slowed down in the early 20th century. The grist mill on the Site had been converted to a chopping mill and was powered by gasoline after the dam broke in 1912. By 1916, the mill building was dismantled for construction material. David Hislop farmed and remained on the Site until his death in 1924.

Hamlet of Headford (1841)

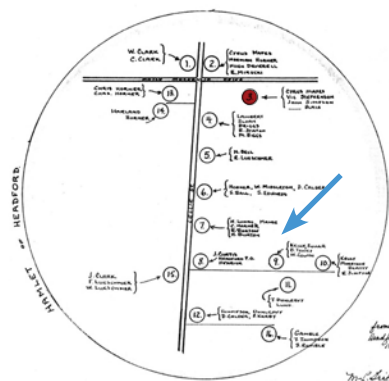
Headford’s growth coincided with the success of the Mill Complex. By 1857, the hamlet had a total population of 75 and boasted a general store, postal office, and a Methodist Episcopal Church. Its residents were tradespeople, and included Cyrus Mapes, a carpenter and cabinet-maker, who resided in a 1 ½ storey tradesman cottage (c.1861) on the Site’s Major Mackenzie Drive East frontage.



1860 York County Map. The approximate location of the Site is highlighted in blue.



John Eyer added a woolen mill to the Mill Complex in 1861 (York Herald, 1869. p.2)



c.1860 map of the Hamlet of Headford surrounding the intersection of Leslie Street and Major Mackenzie Drive East. The approximate location of the Mill Complex is indicated by a blue arrow and the Cyrus Mapes House is highlighted in red (Griffin, 1985).



The Mill Complex was powered by the Rouge River and located adjacent to its mill pond. At the centre of the photograph is the dam, to the right are mill buildings (Richmond Hill Library, n.d.).



c. 1900 photograph of the west elevation of the David Hislop House, located directly adjacent to the Mill Complex (Champion).

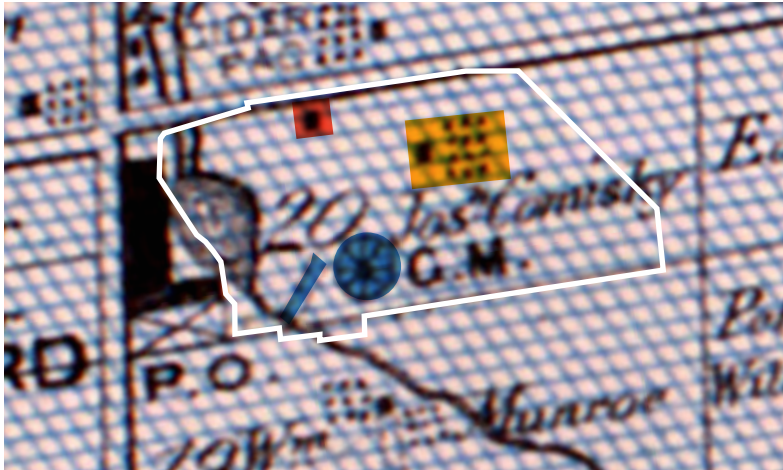
2.2 Site Evolution

Throughout the 19th-century, the Site's milling, farming and trade supported the growth of Hamlet of Headford, an agricultural-crossroad community.



1958 aerial photograph (York Maps; annotated by ERA)

- | | | |
|--|---|---|
| <p>A The Cyrus Mapes House (c.1861), since relocated to the west-side of Leslie Street in 1996.</p> | <p>C1 The David Hislop House (c. 1877)</p> | <p>C3 Remnants of the dam (c.1832)</p> |
| <p>B Barn Complex including two barns and silo (early 20th-century), since demolished in 2012.</p> | <p>C2 Grist Mill (c.1832)</p> | |



1878 York County Map

The Mill complex was operated by the Hislops and John Burr's farmstead was acquired by Joseph Comisky (1877).

The Hamlet of Headford is located directly west of the Site.



1914 Topographic Map

By 1914, the Comisky farmhouse no longer occupied the Site, but the Mill Complex and Cyrus Mapes House remained.

At this time, David Hislop had consolidated the Mill Complex with the agricultural lands. Hislop farmed the Site and operated the gasoline-powered chopping mill.



Cyrus Mapes House (c.1861)

A 1 ½ storey tradesmen cottage was constructed after Cyrus Mapes purchased ¼ parcel along Major Mackenzie from John Burr in 1860. Historically, a cabinet shop was adjoined to the dwelling.

Mapes was primarily a carpenter and cabinet maker. The dwelling remained under the ownership of the Mapes family until 1945.

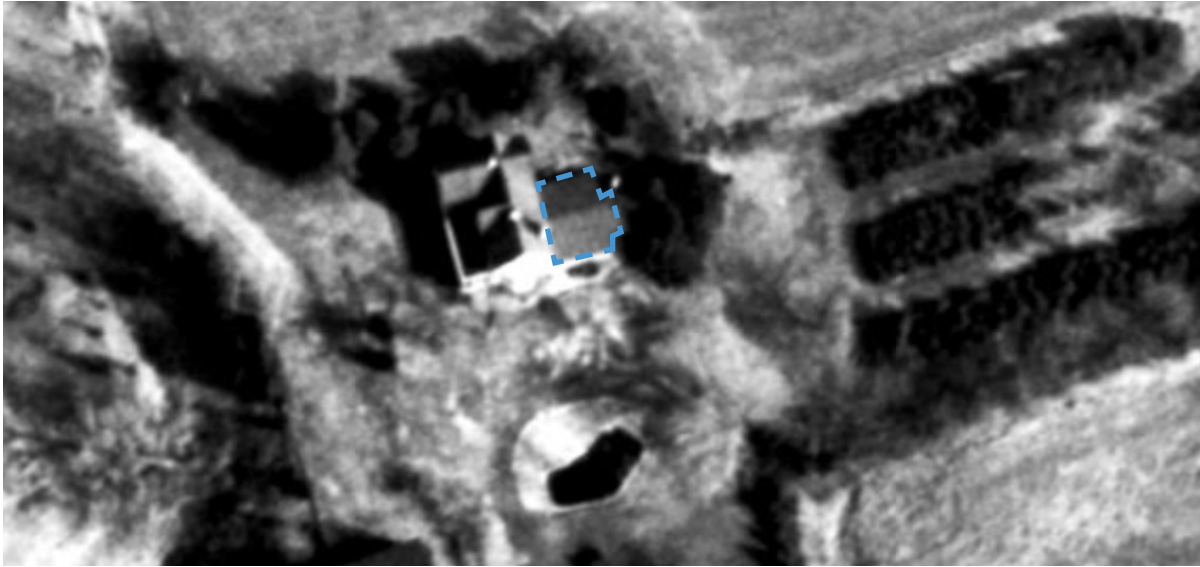
In 1996, the dwelling was restored to its original appearance and relocated to 9920 Leslie Street, west of the Site, and incorporated with a residential development (ERA, 2021).



c.1900

A farm complex containing a barn, drive shed and silo was constructed on the Site in the early 20th century, after the milling operation ceased (Markham Museum).

The David Hislop House (c. 1877)



1970 aerial photograph

A later addition projecting from the east elevation (outlined in blue) was constructed by 1958. The Site was continued to be farmed and an orchard is visible to the east of the dwelling (York Maps).



2020 aerial photograph

Since 2013, the David Hislop remains on a structural platform and the later addition removed. The Site is vacant and awaiting redevelopment (York Maps).

3 CULTURAL HERITAGE VALUE

The David Hislop House is designated under Part IV of the Ontario Heritage Act by By-law 143-97, amended by By-law 86-06.

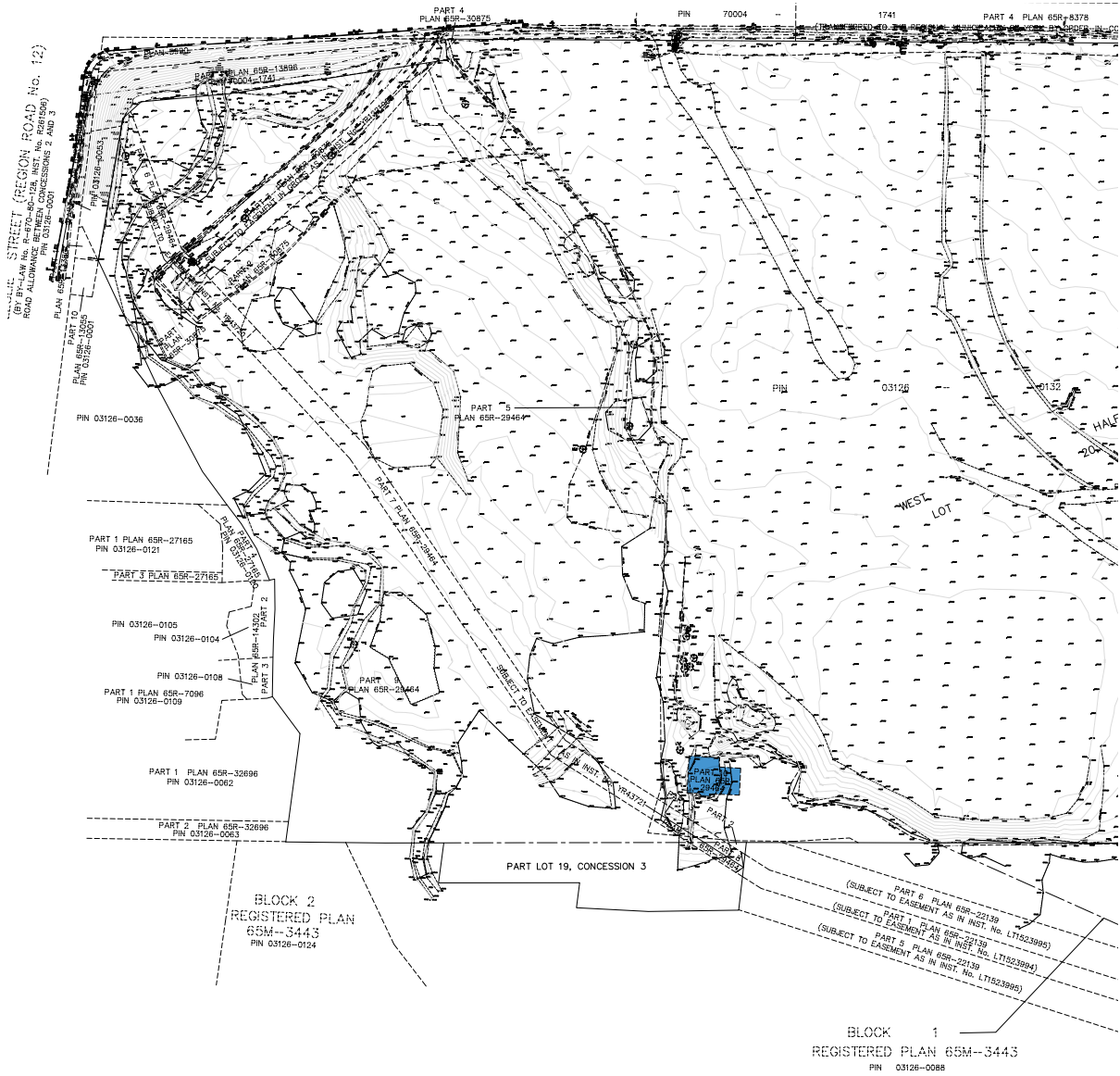
The Designation By-law for the property predates the Provincial requirement to explicitly identify a list of heritage attributes (per the OHA updates of 2005, Section 27(8) subsection 2). Nevertheless, key features are included in the body of the by-law's 'Reasons for Designation' pertaining to the property's "historical and architectural" value. The full Reasons for Designation is included in Appendix B of this report.

These features can be reasonably understood, in the context of this impact analysis, as those heritage attributes deemed significant by the City (selectively excerpted verbatim from designation by-law, below):

- *L-shaped main block*
- *Steeply pitched cross-gable roof*
- *Segmentally headed one-over-one oak windows*
- *Canted bay window with a metal-clad mansard roof*
- *4-panelled front door*
- *Segmentally headed transom lite*
- *White (buff-coloured) brick with decorative tuckpointing*
- *Millstone motif worked into the brick of the gables*

In addition, the 'Reasons for Designation' recognizes the David Hislop House as "*an important link with Headford Mills and their significance to the early development of the community of Headford*".

The designation By-law (143-97) was partially repealed and amended by By-law 86-06 on May 8, 2006. The applicability of the designation is now limited to the footprint of the David Hislop House. Refer to the survey on the following page.



2020 survey of the Site. The area subject to Designation By-law 143-97 (as amended by By-law 86-06) contains the David Hislop House and is highlighted in blue (Schaeffer Dzaldov Bennett Ltd.; annotated by ERA).

4 CONDITION ASSESSMENT

The David Hislop House is proposed to be removed. ERA visited the site on July 25, 2021. However, based on the findings of the *Building Condition Assessment Report* by Soscia Engineers Ltd., dated May 18, 2021, ERA did not approach or enter the building.

ERA observed that the David Hislop House dwelling remains in its general original location, raised on a structural platform with its later east addition removed. The ancillary buildings, including the mill and farm structures have since been removed.

Soscia's report, attached here as Appendix C, concluded that *"[the] building is not habitable [and] does not meet the minimum acceptable standards for public health and public safety [and] structural sufficiency[...]"* Additionally, the report had the following assessment of the building's condition:

- Significant deterioration
- Visible water damage, mold, rot and corrosion
- Cracking of the exterior load bearing wall
- Generally, the envelope is in very poor condition

5 HERITAGE POLICY REVIEW

The following policy documents were reviewed for the purpose of this Cultural Heritage Impact Assessment:

- Parks Canada Standards and Guidelines for the Conservation of Historic Places in Canada;
- The Ontario Heritage Act (R.S.O. 1990);
- The Province of Ontario's 2020 Provincial Policy Statement for the Regulation of Development and Land Use (the "PPS");
- Growth Plan for the Greater Golden Horseshoe, 2020;
- Region of York Official Plan, consolidated 2019 (the "Regional Official Plan");
- City of Richmond Hill Official Plan, consolidated 2020 (the "Official Plan"); and
- Headford Business Park Urban Design Guidelines, 2007.

Provincial Policy Statement, 2020

The PPS guides the creation and implementation of planning policy across Ontario municipalities, and provides a framework for the conservation of heritage resources, including the following relevant policies:

2.6.1 *Significant* built heritage resources* and significant cultural heritage landscapes shall be conserved*.*

2.6.3 *Planning authorities shall not permit development and site alteration on adjacent lands to protected heritage property except where the proposed development and site alteration has been evaluated and it has been demonstrated that the heritage attributes of the protected heritage property will be conserved**

Growth Plan for the Greater Golden Horseshoe, 2020

The Growth Plan offers a framework for implementing the Government of Ontario's vision for building stronger, prosperous communities by better managing growth in the region.

Section 4.2.7 of the Growth Plan addresses cultural heritage, and states:

Cultural heritage resources will be conserved in order to foster a sense of place and benefit communities, particularly in strategic growth areas.

Built heritage resource: a building, structure, monument, installation or any manufactured or constructed part or remnant that contributes to a property's cultural heritage value or interest as identified by a community, including an Indigenous community. Built heritage resources are located on property designated under Parts IV or V of the Ontario Heritage Act, or that may be included on local, provincial, federal and/or international registers (PPS, 2020).

Significant: e) in regard to cultural heritage and archaeology, resources that have been determined to have cultural heritage value or interest. Processes and criteria for determining cultural heritage value or interest are established by the Province under the authority of the Ontario Heritage Act (PPS, 2020).

Conserved: the identification, protection, management and use of built heritage resources, cultural heritage landscapes and archaeological resources in a manner that ensures their cultural heritage value or interest is retained. This may be achieved by the implementation of recommendations set out in a conservation plan, archaeological assessment, and/or heritage impact assessment that has been approved, accepted or adopted by the relevant planning authority and/or decision-maker. Mitigative measures and/or alternative development approaches can be included in these plans and assessments (PPS, 2020).

Region of York Official Plan, 2010

The primary objectives of 3.4 *Cultural Heritage* of the Regional Official Plan are:

To recognize, conserve and promote cultural heritage and its value and benefit to the community.

Policies under Section 5.5 identify the importance of preserving “Local Centres” and existing heritage streetscape. There is an emphasis on urban design guidelines as a measure to ensure that the form and scale of new development complements the existing character of surrounding communities.

City of Richmond Hill Official Plan, 2010

Policies within Section 3.4.2 of the Official Plan guide the conservation of heritage resources in the City of Richmond Hill. Cultural heritage resources are recognized to be an integral part of the City’s identity. The Section includes the following relevant heritage policies:

Adjacent: means for the purposes of policy 3.4.2.5, those lands contiguous to a protected heritage property or otherwise defined in the municipal official plan (PPS 2020).

- 3.4.2.4 *Development shall be designed so as to conserve designated cultural heritage resources including cultural heritage landscapes.*
- 3.4.2.5 *Development and site alteration adjacent* to a property with a protected heritage resource shall ensure that the heritage attributes of that property are conserved*
- 3.4.2.6 *Development shall be encouraged to retain, rehabilitate and adaptively re-use cultural heritage resources identified on the Register as an integral part of the development in order to maintain and enhance the identity and character of the Town.*
- 3.4.2.14.g *Public awareness and enjoyment of Richmond Hill’s cultural heritage shall be promoted. To enhance opportunities for conserving cultural heritage, the Town will: encourage lost historical sites to be documented and commemorated through the development process or through public works projects.*

In addition, Section 3.4.4.24.f guides park design and encourages New Community Parks and Neighbourhood Parks to *incorporate natural or cultural heritage features and resources, as appropriate.*

Headford Business Park Urban Design Guidelines, 2007

The Headford Business Park Urban Design Guidelines provide guidelines to ensure that the employment area is comprehensive, connected, consistent and compatible through phased development. The MZO (O. Reg. 698.20) granted on December 2, 2020 permits a long-term care facility, and residential and additional commercial uses on the Site. While the guidelines were approved prior to the MZO, the document contains the following relevant heritage policy:

- 3.1.2 *The Henricks-Brodie House and the David Hislop House are the historical buildings in the area, and as such, should be preserved. Although modest in overall architectural qualities, the subject buildings should not be adversely impacted by adjacent development.*



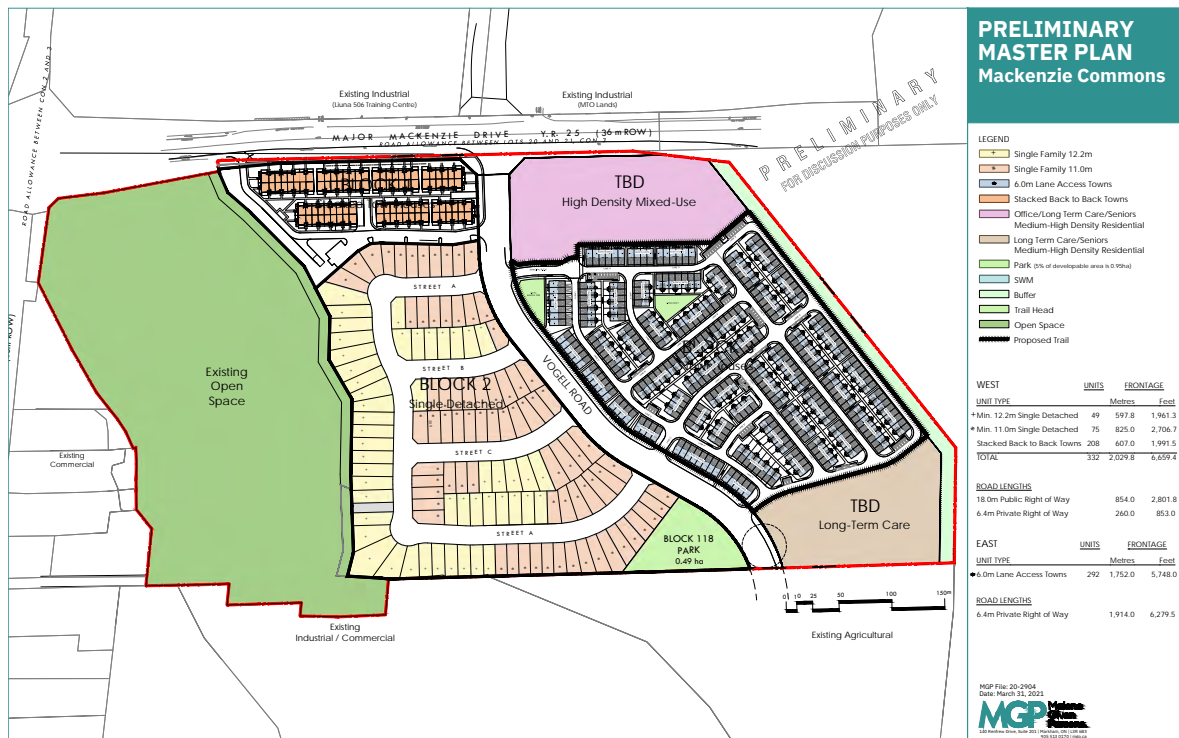
The Headford Business Park Area (hatched). The Site is indicated by a blue arrow (City of Richmond Hill, 2007; annotated by ERA).

6 DESCRIPTION OF PROPOSED DEVELOPMENT

The redevelopment of the Site, known as Mackenzie Commons, was designed by Malone Given Parsons. The proposed master plan for Mackenzie Commons introduces a mix of uses and housing tenures are proposed, including:

- Stacked townhouses in Block 1, fronting Major Mackenzie Drive;
- Single detached houses in Block 2, at the interior of the Site;
- Townhouses in Block 3;
- A high-density mixed use block along Major Mackenzie Drive;
- A long-term care block at the southeast corner of the Site; and
- An extension of Vogell Road.

An existing open space block is maintained at the western edge of the Site. Per the recommendations contained in the Building Condition Assessment Report by Soscia Engineers Ltd, the David Hislop House will be demolished. Further details on the high-density mixed use block and long-term care block will be provided a future design stage.



Preliminary Master Plan (MGP, 2021).

7 ASSESSMENT OF PROPOSED DEVELOPMENT

7.1 Impact Assessment

The David Hislop House is proposed to be removed, consequently removing all heritage attributes described in Section 3.1. The direction of the Heritage Restoration Agreement, pertaining to the “careful relocation, restoration and rehabilitation of the designated David Hislop House”, will not be fulfilled.

Negative impact on a cultural heritage resource include, but are not limited to:

Destruction of any, or part of any, significant heritage attributes or features;

Alteration that is not sympathetic, or is incompatible, with the historic fabric and appearance;

Shadows created that alter the appearance of a heritage attribute or change the viability of a natural feature or plantings, such as a garden;

Isolation of a heritage attribute from its surrounding environment, context or a significant relationship;

Direct or indirect obstruction of significant views or vistas within, from, or of built and natural features;

A change in land use such as rezoning a battlefield from open space to residential use, allowing new development or site alteration to fill in the formerly open spaces;

Land disturbances such as a change in grade that alters soils, and drainage patterns that adversely affect an archaeological resource.

(Ontario Heritage Toolkit).

8 CONSERVATION & MITIGATION

8.1 Conservation Approach

The intent of the Heritage Restoration Agreement was to conserve the cultural heritage value of the property. Given that the original conservation approach (relocation and rehabilitation of the David Hislop House) is no longer viable, alternative approaches to conserve and communicate that value and mitigate the loss of the building must be considered.

A robust interpretation strategy focused on the thematic history of the Site and its association with Headford Mills and the Rouge River Watershed will be incorporated into the proposal for Mackenzie Commons.

- **Theme 1: Headford Mills (1838-1916)**
 - 1832: Burr family constructed grist mill and dam.
 - c. 1856: Hamlet of Headford established.
 - 1861-1872: Series of owners and tenants expanded the grist mill and dam, and added a woollen mill.
 - 1877: Hislop House constructed for David Hislop & family. Hislop converted mill's stone construction to a roller construction.
 - 1916: The mill complex closes.
- **Theme 2: The Rouge River Watershed**
 - 10,000+ years ago- present: First Nations share and care for the watershed, part of the Dish with One Spoon wampum belt, engaging in a rich history of cultural ecology.
 - 1794: Berczy settlement begins European settlement of Markham Township, concentrated around rivers, streams and mills.

Interpretation refers to the full range of potential activities intended to heighten public awareness and enhance understanding of cultural heritage site. These can include print and electronic publications, public lectures, on-site and directly related off-site installations, educational programmes, community activities, and ongoing research, training, and evaluation of the interpretation process itself

-The ICOMOS Charter for the Interpretation and Presentation of Cultural Heritage Sites (2008)

Preliminary heritage interpretation strategies contemplated for the Site are outlined on the following pages. These strategies will be further investigated and developed in a forthcoming Heritage Interpretation Plan, to be submitted to the City of Richmond Hill for review and approval. The final Interpretation Plan may include the implementation of one or a combination of the following strategies.

Conceptual Interpretation Options

Interactive Display

An interactive art piece or display could be used to accessibly depict the historical themes of the Site. This could include an illustrative display of mill technologies, or maps of historic mills and portage routes along the Rouge River watershed.

Landscape Design

Interpretive plantings could be introduced within the public realm, to convey the Site's pre- and post-settlement ecological and agricultural history. Grasses and other meadow and riparian species may be considered along key public spaces and streetscapes.

Interpretation of Millstone Motif

The circular millstone motif found in the gables of the Hislop house could form the basis of a subtle and far-reaching design strategy for the Site's public realm.

Limited material conservation, including salvage and reuse of the masonry millstone motif in the gables is being considered. The feasibility of this scope will be determined through future on-site investigation. If pursued, this material conservation would be subject to a Conservation Plan submitted to the City for review and approval.

In the addition to the potential for salvage and reuse of this masonry detail, opportunities exist to reference and interpret this symbol in a variety of Site design contexts, such as within pavers, plantings and wayfinding signage.



Precedent interactive display: Rail Deck Park, Philadelphia.



Precedent interpretive landscape design.



Typical millstone motif in the house's gable (Unterman McPhail Associates, 2008).



Precedent circular paving motif.

Water Feature

Due to the Site’s strong relationship to the Rouge River and its surrounding natural buffer, an interpretive water feature or similar artistic intervention may be appropriate within the public realm on the Site. Any such feature should be accompanied by an interpretive plaque that explains the central role the Rouge River played in Indigenous settlements and the later establishment of the former Headford Mill and surrounding hamlet following colonial settlement.

Building Footprint Marker

Though the Hislop House is proposed for demolition, and the Mill building has been demolished, it may be appropriate to commemorate the buildings’ physical presence on the Site by outlining their original footprints. This strategy, when accompanied by an explanatory plaque, would serve to tangibly communicate the Site’s built heritage to a broad audience.

Plaques

Heritage plaques are recommended to clearly communicate key historical events, persons, and structures associated with the Site. These informational panels would complement and serve to explain other, more conceptual forms of heritage interpretation being contemplated for the Site. Key information to convey may include the Hislop’s contributions to the mill and the Site, including their homestead.

These preliminary strategies will be further refined in a forthcoming Heritage Interpretation Plan, to be submitted for review by City Staff.



Precedent water feature.



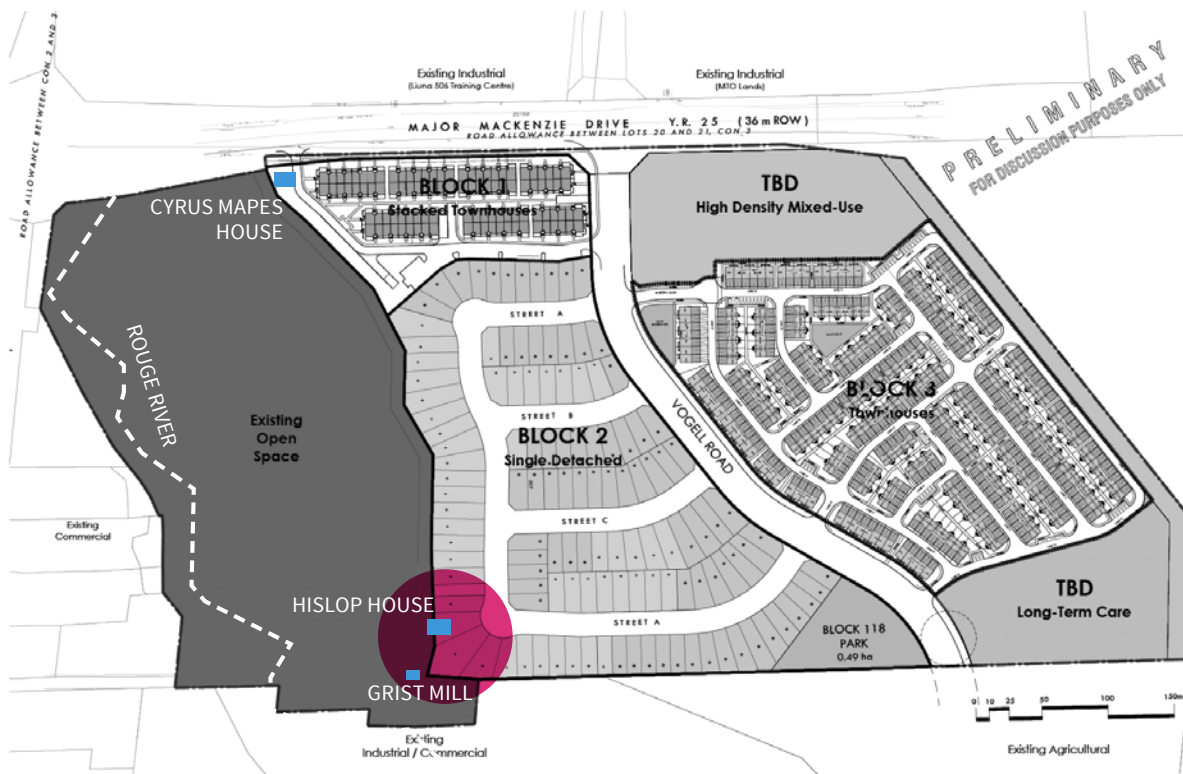
Precedent building footprint commemoration. Top: President’s House, Philadelphia. Bottom: 200 George Street, Sydney Australia.



Precedent plaque.

Conceptual Interpretation Locations

A high-level preferred heritage interpretation location map is included below and is subject to a detailed design phase and ongoing discussion with the City. Any future trail network at the west of the Site will be considered in the final interpretation location plan.



Conceptual preferred location map, depicting the original Cyrus Mapes House, the David Hislop House and Grist Mill locations in blue, and the preferred area of interpretation shaded in pink (MGP, 2021. Annotated by ERA).

9 CONCLUSION

The proposed master plan for Mackenzie Commons removes the David Hislop House from the Site and introduces a mix of uses and housing tenures to the Site. The cultural heritage value of the Site is proposed to be conserved and communicated through a robust on-site heritage interpretation plan. Additional opportunities for material conservation, such as salvage and reuse are currently being explored.

10 PROJECT PERSONNEL

Philip Evans

Philip Evans is a registered architect with the OAA, principal of ERA Architects and the founder of small. In the course of his career, he has led a range of conservation, adaptive reuse, design, and feasibility planning projects. Philip is a professional member of CAHP and RAIC.

Shelley Ludman

Shelley Ludman is an architect and associate at ERA Architects. She received her Master of Architecture and Bachelor of Science in Architecture from McGill University.

Emily Collins

Emily Collins is a planner and project manager with ERA Architects. She is a Registered Professional Planner (RPP) and a Member of the Canadian Institute of Planners (MCIP). She received her Bachelor of Environmental Studies with a major in Honours Planning from the University of Waterloo.

Zoe Chapin

Zoe Chapin is a planner with ERA Architects. She holds a Master of Urban Planning from McGill University, where she also completed a Bachelor of Arts in Urban Systems.

Catherine Huynh

Catherine Huynh is a planner with ERA Architects. She holds a Bachelor of Urban and Regional Planning (BURPI) from Ryerson University.

11 REFERENCES

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12 APPENDICES

Appendix A: Heritage Restoration Agreement

EXTRACT FROM COUNCIL MEETING *Agenda Item* 2
C#41-13 HELD DECEMBER 9, 2013
CONFIRMATORY BY-LAW NO. 133-13

9.0 1577 – 1621 Major Mackenzie Drive – Heritage Restoration Agreement – File Nos. D12-07322, D12-07323 and D06-12116 – (SRPRS.13.217)

That the Mayor and Clerk be authorized to execute the Hislop Heritage Restoration Agreement between the Town of Richmond Hill and DDR Major Mac Richmond Gp Inc. municipal address 1577-1621 Major Mackenzie Drive East, pertaining to (D12-07322 and D12-07323) careful relocation, restoration and rehabilitation of the designated David Hislop House to the approved new location within the property, upon the written recommendation of the Commissioner of Planning and Regulatory Services.

D12-07322

HERITAGE RESTORATION AGREEMENT

THIS AGREEMENT dated this 20th day of December, 2013.

B E T W E E N:

DDR MAJOR MAC RICHMOND GP INC.

(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF RICHMOND HILL

(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Owner owns the lands described in Section 2 hereto (the "Subject Lands") and proposes to develop those lands in accordance with a proposed draft plan of subdivision 19T-11004 (hereinafter referred to as the "Draft Plan of Subdivision");

AND WHEREAS there is located on part of the lands described in Section 2 a building known as the "David Hislop House" (the "Building") which has been designated under the Ontario Heritage Act, R.S.O. 1990, c. O.18, (the "Act") to be of cultural heritage value or interest;

AND WHEREAS the Owner and the Town desire to conserve the Building for its heritage characteristics;

AND WHEREAS the Owner has requested permission from the Town to relocate the Building to another location on the lands described in Section 2 hereto as provided for in this Agreement;

AND WHEREAS the Town has consented to the relocation of the Building subject to terms and conditions of this agreement entered into pursuant to section 37(2) of the Act;

NOW THEREFORE this Agreement witnesseth that, in consideration of other good and valuable consideration and the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Town to the Owner (the receipt and sufficiency of which is hereby acknowledged), the Owner hereby covenants and agrees with the Town as follows:

Definitions

1. In this Agreement, the following terms shall have the meanings set out below:
 - (a) "Act" means the *Ontario Heritage Act*, R.S.O. 1990, c. O.18;
 - (b) "Agreement" means this agreement including Schedules "A", "B", "C" and "D" and every properly executed instrument which by its terms amends, modifies or supplements this Agreement;

Richmond Hill

- (c) **"Building"** means the building known as the "David Hislop House" which has been designated by the Heritage By-law to be of cultural heritage value or interest;
- (d) **"Business Day"** means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in the Town of Richmond Hill are not open for business;
- (e) **"Commissioner"** means the person from time to time holding the position of Commissioner of Planning and Regulatory Services for the Town or such other person as the Town may designate from time to time;
- (f) **"Conservation Plan Implementation"** has the meaning ascribed to in subsection 3(b) of this Agreement;
- (g) **"Draft Approved Plan"** means the approved draft plan of subdivision 19T-11004 for the Subject Lands;
- (h) **"Force majeure"** means any act, occurrence, condition, or event beyond the control of a party that materially affects the performance of that party's obligations under this agreement that could not reasonably have been foreseen or provided against, including strikes, riots, insurrections, wars, terrorism, military or national emergencies, acts of governmental authority, catastrophes, natural disasters, power outages and interruptions, brownouts, and fire, but does not include general economic or other conditions affecting financial markets generally;
- (i) **"Heritage By-law"** means By Law No. 143-97 of the Town passed pursuant to Section 29 of the Act, as amended by By-law No. 68-06 of the Town;
- (j) **"Interior Renovation"** has the meaning ascribed to it in subsection 3(c) of this Agreement;
- (k) **"Letter of Credit"** means an irrevocable, unconditional demand letter of credit issued by a Canadian chartered bank and in a form and substance acceptable to the Commissioner of Corporate and Financial Services, such letter of credit to provide that it shall be automatically renewed unless notice is given to the Town at least 30 days prior to its expiry date;
- (l) **"Non-preserved Attributes"** means the existing front porch and addition shown on the existing ground floor plan in Appendix 3 of Part C of the Plan;
- (m) **"Plan"** means the Documentation & Conservation Plan for the Building prepared by McGillivray Architect dated August 21, 2013;
- (n) **"Planning Act"** means the *Planning Act*, R.S.O. 1990, c. P.13;
- (o) **"Relocation"** has the meaning ascribed to it in subsection 3(a) of this Agreement;
- (p) **"Site Plan Agreement"** means an agreement pursuant to Section 41 of the *Planning Act*;
- (q) **"Subject Lands"** means those lands described in Section 2 of this Agreement;
- (r) **"Town"** means the Corporation of the Town of Richmond Hill; and
- (s) **"Work"** means the work set out in Sections 3 and 4 of this Agreement.

The Lands

2. The lands affected by this Agreement are in the Town of Richmond Hill, in the Regional Municipality of York, being:

Part of Lot 19 and part of the west half of Lot 20, Concession 3 (Markham), designated as Parts 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10, Plan 65R-29464 (hereinafter referred to as "Subject Lands").

The Work - General

3. Upon execution of this Agreement by the Town, the Owner shall undertake, at its sole cost and expense, the following Work to the satisfaction of the Commissioner:
- (a) the relocation of the existing Building onto a new foundation in accordance with the Plan and at the location described in the Plan under the heading "New Site and Orientation" (the "Relocation");
 - (b) implementation of Part C (Conservation Plan) of the Plan, including the reconstruction of the Non-preserved Attributes (the "Conservation Plan Implementation"); and
 - (c) approval of the renovation of the interior of the Building to substantially preserve its existing interior condition (the "Interior Renovation");

as further set out in this Agreement.

The Work – Specific Requirements

4. In undertaking the Relocation, the Owner shall ensure that the existing condition of the Building, including all the attributes set out in the Heritage By-law, save and except the Non-preserved Attributes, are preserved and protected as set out in the Plan and to the satisfaction of the Commissioner. Without limiting the generality of the foregoing, the Owner shall implement those items set out under Part A (Documentation and Current Conditions) and Part B (Short Term Move and Temporary Storage) of the Plan.
5. The Relocation shall be performed by a building mover with demonstrated prior experience in moving heritage structures retained by the Owner, at its sole expense, which building mover shall be satisfactory to the Commissioner. Prior to retaining any building mover for this purpose, the Owner shall obtain the Commissioner's written approval of such building mover.
6. Prior to the completion of the Relocation, the Owner shall enter into a Site Plan Agreement with the Town. The Owner shall deliver to, and obtain the approval from, the Commissioner of the following plans:
- (a) a plan for the foundation of the relocated Building;
 - (b) a grading plan for the new site of the Building; and
 - (c) any plans, drawings or specifications required by the Commissioner in connection with the Conservation Plan Implementation;

and such plans, drawings and/or specifications shall be incorporated into the Site Plan Agreement.

7. The Conservation Plan Implementation shall be completed in accordance with the Plan and with such additional required drawings, plans and specifications approved by the Commissioner.
8. Without limiting any other requirement set out in the Plan or this Agreement, the Owner shall reconstruct the existing porch and addition in accordance with the schematics set out in Appendix 3 of Part C of the Plan and all exterior components, including all materials, finishes, and glazing, and all designs and elevations, shall be approved by the Commissioner prior to commencement of the Conservation Plan Implementation.
9. The Owner shall obtain the Commissioner's approval of such drawings, plans and specifications required by the Commissioner for the Interior Renovations of the Buildings. Such Interior Renovations, when implemented, shall substantially preserve the existing condition of the Building.
10. All Work shall be constructed in a good and workmanlike manner in accordance with specifications of the Town. Any contract made in connection with the Work shall provide that the Commissioner or her representative may personally inspect the installation of the Work and shall have the power to stop any Work in the event that in her opinion the Work is being performed in a manner which is not satisfactory to the Town. The Owner, at its expense shall repair any damage to streets, curbs, boulevards or other public works, where damage has resulted from works on the site. The Owner shall also be responsible for removing dirt or debris from public streets where same is a result of works on the site.
11. The Owner shall, at its expense, obtain all necessary approvals and permits in connection with the Work, including, but not limited to, site plan approval and building permits. The Owner shall not apply for a building permit which does not comply with the provisions of this Agreement.
12. The Owner shall complete the Work no later than eighteen (18) months after the issuance of the first building permit on the Subject Lands.
13. Except as provided for in this Agreement, the Owner shall not undertake or permit any demolition, construction, alteration, remodeling, or any other thing or act that will materially affect the heritage features or the appearance or construction of the Building as set out in the Heritage By-law and the Plan without obtaining the prior written approval of the Town.

Maintenance of the Building

14. The Owner shall at all times maintain the Building in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Building's condition and appearance shall take place, including without limiting the generality of the foregoing taking all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

Damage or Destruction to the Building and Reconstruction

15. The Owner shall notify the Town of any damage or destruction to the Building as soon as possible and in any event no later than within forty-eighty (48) hours of the damage or destruction occurring. In the event that the Building is 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 Building, the Owner may give notice, in writing, within sixty (60) days of the giving of notice by the Owner of such damage or destruction, and may request the Town's written approval to demolish the Building within 180 days of receipt thereof. If the approval of the Town is given or deemed to be given, the Owner

shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Building.

16. If the Owner has not requested the approval to demolish referred to in Section 15 of this Agreement; or if the Town does not give the approval to demolish referred to in Section 15 of this Agreement; the Owner shall replace, rebuild, restore or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, and within ninety (90) days of the damage or destruction occurring to the Building, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Building for written approval by the Commissioner. The Commissioner may refuse to approve any plans and specifications based upon the choice of materials, appearance, architectural style, or any other grounds, including but not limited to purely aesthetic grounds, and the determination of the Commissioner shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the Commissioner's written approval of the plans and specifications and such restorative work shall be performed upon such terms and conditions as the Commissioner may stipulate. Approval by the Town shall be deemed to have been received upon failure of the Town to respond in writing to a written request for approval within one hundred and eighty (180) days of the receipt of such a request by the Town. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Building to be commenced within one hundred and eighty (180) days of the written approval by the Town of the plans and specifications 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. All work shall conform to the approved plans and specifications and any terms and conditions stipulated by the Town.
17. If the Owner fails to submit plans and specifications pursuant to Section 16 of this Agreement which are acceptable to the Town, the Town may prepare its own set of plans and specifications. The Owner shall have sixty (60) days from receiving a copy of such plans and specifications to notify the Town in writing that it intends to replace, rebuild, restore or repair the Building in accordance with those plans and specifications, failing which the Town may proceed with the replacement, rebuilding, restoration or repair of the Building up to the value of any insurance proceeds receivable by the Owner under the insurance policy and any additional amount that the Town may be prepared to contribute to the cost of such work. The Owner shall reimburse the Town, on demand, for any expenses incurred by the Town thereby to an amount not exceeding the insurance proceeds receivable by the Owner under the insurance policy taken out pursuant to this Agreement.

Letter of Credit

18. Upon execution of this Agreement and prior to the commencement of any of the Work, the Owner shall file with the Town one or more Letter(s) of Credit in the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000.00) to guarantee the proper completion of the Work and compliance with all other obligations referred to in this Agreement.
19. In addition to any other remedy the Town may have, in the event that the Owner fails to submit and/or obtain the approval of the Commissioner to any drawings, plans and specifications for the Relocation, Conservation Plan implementation or the Interior Renovations or fails to complete any or all of the Work as and when required by the Commissioner and; without limiting the generality of the foregoing, in accordance with this Agreement, or having commenced the Work, fails or neglects to proceed with reasonable speed or if the Work is not being completed pursuant to the requirements of the Town and this Agreement, in addition to any other remedy the Town may have, upon the Commissioner giving forty-eight (48) hours written notice by prepaid registered mail to the Owner, the

Plaque

26. The Owners agree to allow the Town to erect a plaque on the Building in a tasteful manner and at the Town's expense recognizing the heritage significance of the Building and its surroundings, the contents of which shall be at the sole and absolute discretion of the Commissioner.

Future Designation By-law

27. The Owner acknowledges and agrees that the Town intends to pass a by-law pursuant to Section 29 of the Act in order to re-designate the Building (and the lands upon which it will be situated) as a property of cultural heritage value or interest once it is relocated. The Owner further agrees not to object to the passage of such a designation by-law, which may include a revised and/or expanded description of the heritage attributes of the Building.

Fees and Charges

28. Upon execution of this Agreement, the Owner shall pay to the Town those amounts set out in Schedule "A" and Schedule "B" under the headings "Payments" and "Securities".

Notice

29. To be effective, a notice must be in writing and delivered (a) personally, either to the individual designated below for that party, or to an individual having apparent authority to accept deliveries on behalf of that individual at its address set out below; (b) by fax; or (c) by registered mail to the address set out under the party's name below or to any other address for a party as that party from time to time designates to the other parties in the same manner:

To the Owner at:

DDR Major Mac Richmond GP Inc.
c/o 15 Gormley Industrial Avenue
Gormley, ON L0H 1G0

Attention: Michael Rice, President
Tel: 905-888-1277
Fax: 905-888-1440
e-mail: michael.rice@ricegroup.ca

To the Town at:

The Corporation of the Town of Richmond Hill
225 East Beaver Creek Road
Richmond Hill, ON L4B 3P4

Attention: Ana Bassios, Commissioner of Planning and Regulatory Services
Tel: 905-771-9900, ext. 2417
Fax: 905-771-2404
e-mail: ana.bassios@richmondhill.ca

Any notice is effective (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was delivered before 4:00 p.m. local time in the place of delivery or receipt; and otherwise on the next Business Day, (ii) if sent by fax, on the day of transmission if that day is a Business Day and the fax transmission was made before 4:00 p.m. local time in the place of

delivery or receipt, and otherwise on the next Business Day, or (iii) if by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service, Notice must be given by means other than mail.

Further Assurances

30. Each party, upon request by another party, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to the transactions contemplated by this Agreement.

Intention of the Parties

31. Notwithstanding any other provisions of this Agreement, the Parties hereto agree with each other that none of the provisions of this Agreement (including a provision stating the parties' intention) is intended to operate, nor shall have the effect of operating in any way to fetter either the Council of the Town which authorized the execution of this Agreement or any of its successors in the exercise of any of Council's discretionary powers.
32. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind Official Plan Amendments and to approve or withhold approval to permit any demolition, relocation, construction, alteration, remodeling or any other things or act which may materially affect any building, structure, or part thereof that is the subject of an agreement.

Governing Law

33. The laws of Ontario and the laws of Canada applicable in Ontario, excluding any rule or principle of conflicts of law that may provide otherwise, govern this Agreement.

Time of the Essence

34. Time is of the essence in this Agreement.

Registration of the Agreement

35. The parties hereby consent to the registration of this Agreement against the title to the Subject Lands.

Binding Effect; Assignment

36. This Agreement ensures to the benefit of and binds the parties' respective successors and assigns. This Agreement may not be assigned without the prior written consent of each party.

Force Majeure

37. Notwithstanding anything in this Agreement to the contrary, and subject to Section 38, neither party to this agreement is responsible for damages caused by delay or the failure to perform any of its obligations under this Agreement as a result of Force Majeure.

38. If a party contends that any of its obligations is suspended by reason of Force Majeure, that party shall give notice to the other parties, providing all necessary details. That party shall give a similar notice as promptly as reasonably practicable when Force Majeure has ended.

Effective Date

39. This Agreement is effective as of the date shown at the top of the first page, even if any signatures are made after that date.

Interpretation

40. The recitals and schedules referred to in this Agreement form part of this Agreement and are binding.
41. The headings in the body of this Agreement have been inserted for convenience of reference only and do not form part of the Agreement.
42. This Agreement shall be construed by substituting the plural for the singular, and vice versa, as may be required by the context.
43. Reference to a statute in this Agreement is deemed to include a reference to the statute as amended or replaced from time to time.
44. If for any reason whatsoever any term, covenant or condition of this Agreement, or the application thereof to any person or circumstance, if to any extent held or rendered invalid, unenforceable or illegal, then such term, covenant or condition is deemed to be independent of the remainder of the Agreement and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality does not affect, impair or invalidate the remainder of the Agreement or any part thereof and it continues to be applicable to and enforceable to the fullest extent permitted by law against any person and circumstances other than those as to which it has been held or rendered invalid, unenforceable or illegal.
45. The parties will not call into question, directly or indirectly, in any proceeding or action in court, or before any administrative tribunal, the parties' right to enter into and enforce this Agreement. The law of contract applies to this Agreement and the parties are entitled to all remedies arising from it. The parties agree that adequate consideration has flowed from each party to the other and that they are not severable. This provision may be pleaded by either party in any action or proceeding as an estoppel of any denial of such right.

Schedules

46. The following Schedules attached hereto shall form part of this Agreement:
- Schedule "A" – Payments
 - Schedule "B" – Securities
 - Schedule "C" – Draft Site Plan
 - Schedule "D" – Draft Plan of Subdivision

Appendix B: Designating By-law No. 143-97: Reasons for Designation

SCHEDULE "A"

REASONS FOR DESIGNATION

David Hislop House (Old Mill Farm)
W1/2 Lots 19 and 20, Concession 3 EYS
1621 Major Mackenzie Drive East
1877

The David Hislop House is recommended for designation for historical and architectural reasons.

The hamlet of Headford grew up around a grist mill on the Rouge River built by John Cleaver Burr in 1832. By the time the property was purchased by David Hislop, the son of Scottish immigrants, in 1874, the mill had seen many owners and numerous improvements. The milling operation obviously prospered, enabling Hislop to replace the earlier mill owner's house with a prestigious brick residence in 1877. The contractors were Law and Grant of Richmond Hill.

The new house was built in the Picturesque style, with an L-shaped main block, steeply pitched cross-gabled roof, segmentally-headed one-over-one oak windows, and a canted bay window with a metal-clad mansard roof. The exceptionally wide 4 panelled front door is surmounted with a segmentally-headed transom light. Walls are of white (buff coloured) brick with decorative tuckpointing in red. A millstone motif is worked into the brick of the gables, signifying the association with the milling operation.

In 1897, the property was enlarged with the purchase of the surrounding farm from Joseph Comisky. The farm had originally been part of John C. Burr's 1832 holdings, but was separated from the mill property when John Burr sold his interest in the mill to his brother Roland, the noted millwright and builder.

After many decades of prosperity, Markham Township's grist milling industry went into decline when the Canadian West was opened up for settlement and agriculture. The Headford Mills were converted to a chopping mill in the early 20th century, and continued to operate under water power until the dam was washed out in the spring of 1912. A gasoline engine was installed in the mill and the business continued until 1916, after which most of the building was sold for lumber and dismantled.

The David Hislop House remains as an important link with the Headford Mills and their significance to the early development of the community of Headford.

Appendix C: Building Condition Assessment Report

Appendix D: Mackenzie Commons Master Plan

