

THE CITY OF EDMONTON

BYLAW 20573

**BYLAW TO DESIGNATE THE WILLIAM BUSTER RESIDENCE
AS A MUNICIPAL HISTORIC RESOURCE
AMENDMENT No. 1**

WHEREAS the *Historical Resources Act*, R.S.A. 2000, c. H-9, as amended, permits the municipal council of a municipality to designate any historic resource within the municipality whose preservation it considers to be in the public interest together with any specified land in or on which it is located, as a Municipal Historic Resource; and

WHEREAS the building located at 10950 - 81 Avenue NW known as the William Buster Residence and the land on which the building is situated were designated by Edmonton City Council on February 7, 2017 as a Municipal Historic Resource by way of Bylaw 17853; and

WHEREAS the consolidation of Bylaw 17853 by incorporating all amendments to it as set out in this Bylaw 20573 is desirable;

NOW THEREFORE Edmonton City Council, having complied with the *Historical Resources Act*, enacts:

1. Bylaw 17853, BYLAW TO DESIGNATE THE WILLIAM BUSTER RESIDENCE AS A MUNICIPAL HISTORIC RESOURCE, is amended by this bylaw.
2. Schedule "C", Rehabilitation Incentive and Maintenance Agreement, is amended by inserting the Amending Agreement attached hereto as Appendix 1 at the end of Schedule "C".
3. The amendments set out in this Bylaw are hereby incorporated into Bylaw 17853.
4. The consolidation of Bylaw 17853 comes into effect when this Bylaw comes into effect.
5. This Bylaw shall come into effect on the date on which this Bylaw is passed by Council.

Read a first time

Read a second time

Read a third time

SIGNED AND PASSED

THE CITY OF EDMONTON

MAYOR

CITY CLERK

**THIS AMENDING AGREEMENT MADE ON THE _____
of _____, 2023**

BETWEEN:

THE CITY OF EDMONTON
a municipal corporation
(the "City")

-and-

LORNE ZELYCK & KRISTIN ZELYCK
(collectively, the "Owner")

WHEREAS:

A. The City and the Owner entered into a Rehabilitation Incentive and Maintenance Agreement, dated February 8, 2017, where the Owner has agreed with the City to rehabilitate and maintain, in accordance with the Agreement and the associated Designating Bylaw (the "Agreement") the Land and Building, (as defined in the Agreement) and legally described as:

Plan I23
Block 142
Lot 15

B. The City and the Owner wish to amend the Agreement in accordance with the terms and conditions in this Amending Agreement;

NOW THEREFORE, in consideration of the sum of one Canadian dollar (\$1.00) paid to the City by the Owner, such sum being acknowledged to have been received by the City, and the mutual promises and agreements made by the City and the Owner as outlined in this Amending Agreement, the parties hereto agree as follows:

1. Section 4.1 of the Agreement is deleted in its entirety and replaced with:

“4.1. Upon the passage of the Amending Bylaw, the Owner shall commence the Rehabilitation Work as set out in the table below:

Phase	Description of City-Funded Work	Estimated Cost	Amount Allocated
1	Foundation: stabilization and repair of foundation	\$78,620	\$39,300
2	Windows: repair and restoration of exterior storm windows	\$29,760	\$14,875
3	Cladding: repair and repainting of clapboard siding, shingles and exterior trim work	\$21,262.50	\$10,125
4	Interior: repair and refinishing of wood floors, staircase, trim work and interior lattice windows	\$21,471.25	\$10,700
TOTAL		\$151,113.75	\$75,000

2. Section 4.2 of the Agreement is deleted in its entirety and replaced with:

“4.2. The Owner shall complete the Rehabilitation Work by December 31, 2025.”

3. Section 6.4 of the Agreement including the heading “*Payment in the First Year*” is deleted in its entirety and replaced with:

“6.4. On or before December 31, 2025, the City shall pay the owner the lesser of:

6.4.1. A maximum payment of \$75,000; or

6.4.2. The sums set out in the column "Amount Allocated" in the table contained in Section 4.1 of this Agreement that are attributable to the Rehabilitation Work for which the City has issued Notices of Completion on or before December 31, 2025.

If by December 31, 2025, the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the Maximum Incentive, the City shall not be obligated to pay the difference to the Owner in that year or in any future years. The Owner expressly agrees, however, that payment of any or all of the Maximum Incentive is conditional upon completion of the Rehabilitation Work strictly in accordance with this Agreement.”

4. Time is of the essence.
5. All other terms and conditions of the Agreement remain in full force and effect and are only amended as expressly stated in this Amending Agreement.
6. All terms used within this Amending Agreement which are defined in the Agreement have the same definition as is found in the Agreement, except as otherwise expressly stated in this Amending Agreement.

7. This Amending Agreement may be executed by electronic signature and in any number of counterparts, and may be delivered originally, by facsimile, or by Portable Document Format ("PDF") and each such original, facsimile copy, or PDF copy, when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
8. This Amending Agreement is conditional upon Council passing the William Buster Amending Bylaw No. 1 Bylaw 20573 by October 4, 2023 or such later date as the parties may agree to in writing. If the Amending Bylaw is not passed by October 4, 2023 and the parties have not agreed to extend the time for satisfaction of the condition precedent, this Amending Agreement shall be of no force and effect.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have signed this Amending Agreement on the day and year first above written.

A P P R O V E D

As to Form:
Employee and Legal Services Division
Legal Services

The City of Edmonton
as represented by the Deputy City
Manager, Urban Planning and Economy

Per: _____
Veronika Ferenc-Berry

Per: _____
Kim Petrin, Acting

As to Content:
Branch Manager
Planning and Environment Services

Per: _____
Kent Snyder

The Owners

Witness: _____
Name:

Per: _____
LORNE ZELYCK

Witness: _____
Name:

Per: _____
KRISTIN ZELYCK

AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF ALBERTA)
TO WIT)
)

I, _____
of the City of Edmonton,
in the Province of Alberta
MAKE OATH AND SAY:

- 1. I was personally present and did see **LORNE ZELYCK and KRISTIN ZELYCK** who are known to me to be the persons named in the within (or annexed) instrument, duly sign the instrument;

OR

I was personally present and did see **LORNE ZELYCK and KRISTIN ZELYCK** who, on the basis of the identification provided to me, I believe to be the persons named in the within (or annexed) instrument, duly sign the instrument;

- 1. The instrument was signed at _____, in the Province of Alberta and I am the subscribing witness thereto;
- 2. I believe the persons whose signature I witnessed are at least eighteen (18) years of age.

SWORN BEFORE ME at the City of)
Edmonton in the Province of Alberta)
this _____ day of _____, 2023.)

A Commissioner for Oaths in and for the Province of Alberta
Commission expires

SIGNATURE OF WITNESS