

THE CITY OF EDMONTON

BYLAW 20574

**BYLAW TO DESIGNATE THE ROSSDALE BREWERY
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 9843 - 100 Street NW known as the Rossdale Brewery and the land on which the building is situated were designated by Edmonton City Council on August 28, 2013 as a Municipal Historic Resource by way of Bylaw 16360; and

WHEREAS the consolidation of Bylaw 16360 by incorporating all amendments to it as set out in this Bylaw 20574 is desirable;

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

Edmonton City Council enacts:

1. Bylaw 16360, BYLAW TO DESIGNATE THE ROSSDALE BREWERY 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 16360.
4. The consolidation of Bylaw 16360 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

Appendix 1

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

BETWEEN:

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

-and-

FIVE OAKS INC.
(the "Owner")

WHEREAS:

A. The City and the Owner entered into a Rehabilitation Incentive and Maintenance Agreement, dated August 29, 2013, 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 Q
Block Fifteen (15)
The Most Westerly One Hundred and Fifty (150) Feet
Throughout of
Lots Twelve (12) to Fifteen (15) Inclusive

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	Roof: repair of roof and cupola	\$50,000	\$25,000
2	Window and door restoration or replication	\$100,000	\$50,000
3	Brick repair: repointing and repair of original brick and replacement where necessary	\$60,000	\$30,000
4	Foundation and envelope stabilization	\$80,000	\$40,000
5	Interior structural upgrades	\$60,000	\$30,000
TOTAL		\$350,000.00	\$175,000

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 \$175,000; 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.

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: _____
FIVE OAKS INC.
Per: Gene Dub, President

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 _____ who is known to me to be the person named in the within (or annexed) instrument, duly sign the instrument;

OR

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

2. The instrument was signed at _____, in the Province of Alberta and I am the subscribing witness thereto;

3. I believe the person whose signature I witnessed is 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

**AFFIDAVIT VERIFYING
CORPORATE SIGNING AUTHORITY**

CANADA)	I, _____
PROVINCE OF ALBERTA)	of the City of Edmonton,
TO WIT)	in the Province of Alberta
)	MAKE OATH AND SAY:

- 1. I am an officer of the Five Oaks Inc. named in the within instrument.
- 2. I am authorized by the corporation to execute this instrument without affixing a corporate seal.

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 OFFICER