

THE CITY OF EDMONTON

BYLAW 20710

**BYLAW TO DESIGNATE THE COATES 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 13068 - 115 Street NW known as the Coates Residence and the land on which the building is situated were designated by Edmonton City Council on November 17, 2015 as a Municipal Historic Resource by way of Bylaw 17419; and

WHEREAS the consolidation of Bylaw 17419 by incorporating all amendments to it as set out in this Bylaw 20710 is desirable;

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

1. Bylaw 17419, BYLAW TO DESIGNATE THE COATES 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 17419.
4. The consolidation of Bylaw 17419 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 Edmonton City Council.

| | | |
|-------------------------|--------|-------|
| Read a first time this | day of | 2024; |
| Read a second time this | day of | 2024; |
| Read a third time this | day of | 2024; |
| SIGNED and PASSED THIS | day of | 2024. |

THE CITY OF EDMONTON

MAYOR

CITY CLERK

**THIS AMENDING AGREEMENT MADE ON THE _____
of _____, 2024**

BETWEEN:

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

-and-

JESSE WATSON
(the "Owner")

WHEREAS:

- A. The City and the Owner entered into a Rehabilitation Incentive and Maintenance Agreement, dated November 19, 2015 (the "Agreement") where the Owner agreed with the City to rehabilitate and maintain, in accordance with the Agreement and Bylaw 17419, Bylaw to Designate the Coates Residence as a Municipal Historic Resource, the Land and Building, as defined in the Agreement and legally described as:

PLAN 3322KS
BLOCK 4A
LOT 29
EXCEPTING THEREOUT ALL MINES AND MINERALS

- 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 | Window repairs and replacement: re-creation and restoration of windows. | \$27,197.50 | \$13,000.00 |
| 2 | Foundation repairs: removal of existing foundation and full replacement. | \$131,670.00 | \$62,000.00 |
| TOTAL | | \$158,867.50 | \$75,000.00 |

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.

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

As to Content:
Branch Manager
Planning and Environment Services

Per: _____
Kent Snyder

The Owners

Witness: _____
Name:

Per: _____
Jesse Watson

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 _____, 2024.)

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

SIGNATURE OF WITNESS