

THE CITY OF EDMONTON

BYLAW 21147

**BYLAW TO DESIGNATE THE ERNEST W. MOREHOUSE 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 11153 - 64 Street NW known as the Ernest W. Morehouse Residence and the land on which the building is situated were designated by Edmonton City Council on July 10, 2018 as a Municipal Historic Resource by way of Bylaw 18449; and

WHEREAS the consolidation of Bylaw 18449 by incorporating all amendments to it as set out in this Bylaw 21147 is desirable;

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

1. Bylaw 18449, BYLAW TO DESIGNATE THE ERNEST W. MOREHOUSE 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 18449.
4. The consolidation of Bylaw 18449 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 2025;

Read a second time this day of 2025;

Read a third time this day of 2025;

SIGNED and PASSED THIS day of 2025.

THE CITY OF EDMONTON

MAYOR

CITY CLERK

Appendix 1

THIS AMENDING AGREEMENT MADE ON THE _____
of _____, 2025

BETWEEN:

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

-and-

MARCO SIMPATICO

-and-

ANITA L. SIMPATICO
(the "Owner")

WHEREAS:

- A. The City and the Owner entered into a Rehabilitation Incentive and Maintenance Agreement, dated July 23, 2018 (the "Agreement") where the Owner agreed with the City to rehabilitate and maintain, in accordance with the Agreement and Bylaw 18449, Bylaw to Designate the Ernest W. Morehouse Residence as a Municipal Historic Resource, the Land and Building, as defined in the Agreement and legally described as:

PLAN 4065AE
BLOCK 1
LOT 6

- 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 rehabilitation: repairs to cedar shingle roof	\$20,992.65	\$10,496.33
2	Window rehabilitation: rehabilitation of five (5) windows	\$9,103.45	\$4,551.72
3	Masonry repairs: repointing of chimneys (2) and front patio columns (4)	\$16,869.30	\$8,434.65
4	Exterior painting: painting of historic exterior	\$15,750.00	\$7,875.00
TOTAL		\$62,715.40	\$31,357.70

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, 2028.”

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, 2028, the City shall pay the owner the lesser of:

6.4.1. A maximum payment of \$31,357.70; 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, 2028.

If by December 31, 2028, 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. Section 6.5 is added as follows:

“The Parties acknowledge and agree that the City paid to the Owner the sum of \$21,659.00 which was paid pursuant to the Agreement, prior to this Amending Agreement.”

5. Time is of the essence.
6. 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.

7. 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.
8. 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

Per: _____
Veronika Ferenc-Berry

As to Content:
Branch Manager
Planning and Environment Services

Per: _____
Kent Snyder

Witness: _____
Name: _____

Witness: _____
Name: _____

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

Per: _____
Kim Petrin

The Owners

Per: _____
Marco Simpatico

Per: _____
Anita L. Simpatico

AFFIDAVIT OF EXECUTION

CANADA)	I, _____
PROVINCE OF ALBERTA)	of the City of Edmonton,
TO WIT)	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 _____, 2025.)

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

 SIGNATURE OF WITNESS