

**SCHEDULE "D"**

**THIS REHABILITATION INCENTIVE AND MAINTENANCE AGREEMENT  
AMENDING AGREEMENT**

made this \_\_\_\_\_ day of \_\_\_\_\_, 2019

BETWEEN:

**THE CITY OF EDMONTON**  
(the “City”)

- and -

**SARAH MacDONALD, JUDITH MacDONALD and DOUGLAS MacDONALD**  
(the “Owner”)

WHEREAS:

- A. The Owner is the registered owner of land municipally described as 11425 – 95A Street NW, Edmonton, Alberta and legally described as:

Plan RN43 (XLIII)  
Block 23  
Lot 8

(the “Land”) and the building known as the Barto Residence, located thereon (the “Building”).

- B. On June 13, 2017, City of Edmonton Municipal Council passed Bylaw 18011, being a bylaw to designate the Barto Residence as a Municipal Historic Resource in accordance with the *Historic Resources Act*, R.S.A. 2000, c H-9.
- C. A condition or covenant relating to the preservation or restoration of any land or building, entered into by the owner of the land and the council of a municipality, may be registered with the Registrar of Land Titles, and may be enforced whether the condition or covenant is positive or negative in nature notwithstanding that the grantee may not have an interest in any land that would be accommodated or benefited by the condition or covenant.
- D. The City and the Owner entered into an Rehabilitation Incentive and Maintenance Agreement dated June 15, 2017 (the “Agreement”) under which the Owner agreed to rehabilitate and maintain the Land and Building in accordance with the covenants and conditions in the Agreement.
- E. The parties wish to amend the Agreement to expand and amend the scope of the rehabilitation work relating to the Building, adjust the amount of financial

assistance provided by the City to the Owner for such rehabilitation work and extend the date upon which the Owner shall complete such rehabilitation work.

- F. The Owner has agreed with the City to rehabilitate and maintain the Land and Building in accordance with the covenants and conditions of the Agreement and this Amending Agreement.

NOW THEREFORE THIS AMENDING AGREEMENT WITNESSES for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Owner, the City and the Owner covenant and agree each with the other as follows:

1. All terms defined in the Agreement shall have the same meaning in this Amending Agreement, except where otherwise expressly indicated.
2. Section 4.1 is deleted and replaced with the following:
  - 4.1 Upon the passage of the Designating Bylaw, the Owner shall commence the Rehabilitation Work as set out in the table below:

<b>Phase</b>	<b>Description of City-Funded Work</b>	<b>Estimated Cost</b>	<b>Amount Allocated</b>
1	<b>Front veranda foundation:</b> Removal of concrete walkway and rail ties; installation of new concrete pilings under deck; jacking of deck to plumb and level; and miscellaneous carpentry	\$12,171.60	\$6,085.80
2	<b>Roof repair and general carpentry:</b> Relocation of main plumbing vent stack, and woodwork restoration on veranda (includes consultation, labour, and materials)	\$38,535	\$19,267.50
3	<b>Eavestrough and downpipe replacement</b>	\$4,095	\$2,047.50
4	<b>Painting and exterior cladding repair:</b> Exterior painting and cladding repairs of north, west, and south elevations	\$31,185	\$15,592.50
5	<b>Window replacement:</b> Replacement of windows on north, west, and south elevations	\$30,050.46	\$15,025.23
6	<b>Door replacement:</b> replacement of front entrance door	\$4,105.50	\$2,052.75
	<b>TOTAL</b>	<b>\$120,142.56</b>	<b>\$60,071.28</b>

3. Section 4.2 amended by deleting “December 31, 2020” and substituting “December 31, 2022”.
4. Section 6.1 is amended by deleting “\$48,343.03” and substituting “\$60,071.28”.
5. Section 6.4 is deleted and replaced with the following:

6.4 On or before December 31, 2017, the City shall pay the Owner the lesser of:

6.4.1 A maximum payment of \$60,071.28; 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 in 2017.

If by December 31, 2017, the Owner has not completed enough Rehabilitation Work (verified by Notices of Completion) to qualify for the full Maximum Incentive, the difference shall be applied to payments in 2018, 2019, 2020, 2021 or 2022.

If by December 31, 2022 or date of the Designation Bylaw plus seven years, whichever is earlier, 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. Notwithstanding the foregoing, the City may agree with the Owner in writing to carry forward some or all of the unpaid Maximum Incentive. 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.

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. This Amending Agreement constitutes the entire agreement between the parties in connection with the subject matter hereof.

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the day and year first above written.

APPROVED

As to Form:  
Corporate Services, Law Branch

per: \_\_\_\_\_  
Jessy Inkpen

As to Content:  
Chief Planner  
City Planning Branch

per: \_\_\_\_\_  
Peter Ohm

THE CITY OF EDMONTON  
as represented by the Deputy City Manager,  
Urban Form and Corporate Strategic  
Development

per: \_\_\_\_\_

per: \_\_\_\_\_  
Sarah MacDonald

per: \_\_\_\_\_  
Judith MacDonald

per: \_\_\_\_\_  
Douglas MacDonald

**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 **Sarah MacDonald, Judith MacDonald and Douglas MacDonald** 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;
2. The instrument was signed at the City of Edmonton, in the Province of Alberta, and I am the subscribing witness thereto; and
3. I believe the persons whose signatures 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 \_\_\_\_\_, 20\_\_ )  
 ) \_\_\_\_\_  
 ) SIGNATURE OF WITNESS  
 )  
 )

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