



CITY OF EDMONTON

BYLAW 13414

**BEING A BYLAW TO DESIGNATE THE RICHARD
WALLACE RESIDENCE AS A MUNICIPAL HISTORIC
RESOURCE**

(CONSOLIDATED ON DECEMBER 11, 2013)

Bylaw 13414

Being a Bylaw to Designate the Richard Wallace Residence as a Municipal Historic Resource

WHEREAS the Historical Resources Act, R.S.A. 2000, c. H-9, as amended, permits the Municipal Council of a Municipality to designate as an historic resource any building within the municipality whose preservation it considers to be in the public interest; and

WHEREAS it is deemed in the public interest to designate the building located at 10950 – 81 Street, known as the Richard Wallace Residence and the land on which the building is situated as a Municipal Historic Resource; and

NOW THEREFORE the Municipal Council of the City of Edmonton, having complied with the Historical Resources Act, and duly assembled, hereby enacts as follows:

1. BUILDING AND LANDS DESIGNATED AS A MUNICIPAL HISTORIC RESOURCE

The building known as the Richard Wallace Residence (specifically described in Schedule “A”) and the lands on which the building is located, being legally described as :

Plan 1875R

Block One (1)

The Most Southerly Forty (40) Feet in Width Throughout
of Lot Twenty (20)

Excepting Thereout All Mines and Minerals, Petroleum and Natural Gas
are hereby designated as a Municipal Historic Resource.

2. PERMITTED REPAIRS AND REHABILITATION

Subject to Section 3 hereof, the building and lands hereby designated in Section 1 as a Municipal Historic Resource shall not be removed, destroyed, disturbed, altered, rehabilitated, repaired or otherwise permanently affected, other than in accordance with the terms of Schedule "A", attached, and the General Guidelines for Rehabilitation attached as Schedule "B".

3. ADMINISTRATOR

The City Manager is hereby appointed to administer the implementation of any matters arising from the matters set out in this Bylaw, and the Schedules attached hereto which form part of this Bylaw, including, without limitation, the execution of Rehabilitation and Maintenance Agreements as set out in Schedule "C" and Schedule "D".

4. EFFECTIVE DATE

This Bylaw shall come into effect on the date in which this bylaw is passed by Council.

(NOTE: Consolidation made under Section 69 of the *Municipal Government Act*, R.S.A. 2000, c.M-26 and Bylaw 16620 Section 16, and printed under the City Manager's authority)

Bylaw 13414, passed by Council May 27, 2003

**THE IDENTIFICATION OF REGULATED PORTIONS OF THE
RICHARD WALLACE RESIDENCE (Circa 1923)**

The purpose of this Schedule is to identify by written description and photographs, those portions of the building known as the Richard Wallace Residence at 10950 – 81 Street, which shall be regulated by the “General Guidelines for Rehabilitation” (Schedule “B”) and must be preserved (“the Regulated Portion”).

The Regulated Portion of the building includes the historic exterior of the south, north, east and west facades and the roof. This includes the principal brick façades including all detailing, front entrance and windows as described below under each façade section. These features of the building shall be rehabilitated in accordance with the “Rehabilitation Work” which is part of Schedule “D”.

Non-regulated portions of the building, being all other portions of the building not specifically identified as a Regulated Portion, may be rehabilitated, altered, repaired or otherwise permanently affected in any manner provided that such rehabilitation, alteration or repair does not impact on the regulated historic features of the building. Any development or alterations considered to be non-regulated portions of the Municipal Resource however must meet the Guidelines for the Rehabilitation of Designated Historic Resources. Any development of any portion of the Land shall be undertaken in a manner that is sympathetic to the historic facades of the Richard Wallace Residence.

The following architectural elements must be retained:

EAST FACADE (81 Street)

- The 1923 south facade (photo #1).
- Open front verandah with tapered columns sitting on a solid and enclosed railing, supporting a gable roof.
- Front door is central with living room window to the left.
- The front elevation is gabled with the roof projecting out and supported by 5 triangular decorative knee brackets.
- Second floor has a centred paired wood double hung windows. The windows sit above a frieze board .
- Ground floor is clad with clapboard and the upper floor with cedar shingles. The are separated by a timber frieze /belt course.
- A timber frieze/belt course separates main floor the foundation.
- Above the frieze/belt course and below the ground floor windows is a 2 foot wide wood shingled skirting which wraps around the whole building.

NORTH FACADE

- North elevation's siding matches the front with parged basement, shingle skirting and timber siding to the roofline. Four windows sit above the skirting in varying locations.
- The side door is centrally located. Door and window trim treatment matches those on the front and is uniform around the house.
- Rafters are exposed and there are three decorative knee brackets.

WEST FACADE

- Existing wood clapboard and cedar shingles
- Rear Elevation is gabled like the front with a gabled extension.
- Second floor window off centre to the south.
- The gabled extension is not symmetrical in that the roof slope continues on the southern portion further down to cover the back door and a small porch feature.

SOUTH FACADE

- Existing wood clapboard and cedar shingles .
- Three existing windows with upper mullions.
- Upper gable dormer with four small windows with strong window treatment and continuous lintel which offsets the timber shingles.

PHOTOGRAPHIC DETAILS

Photo #1 – Front-East Elevation



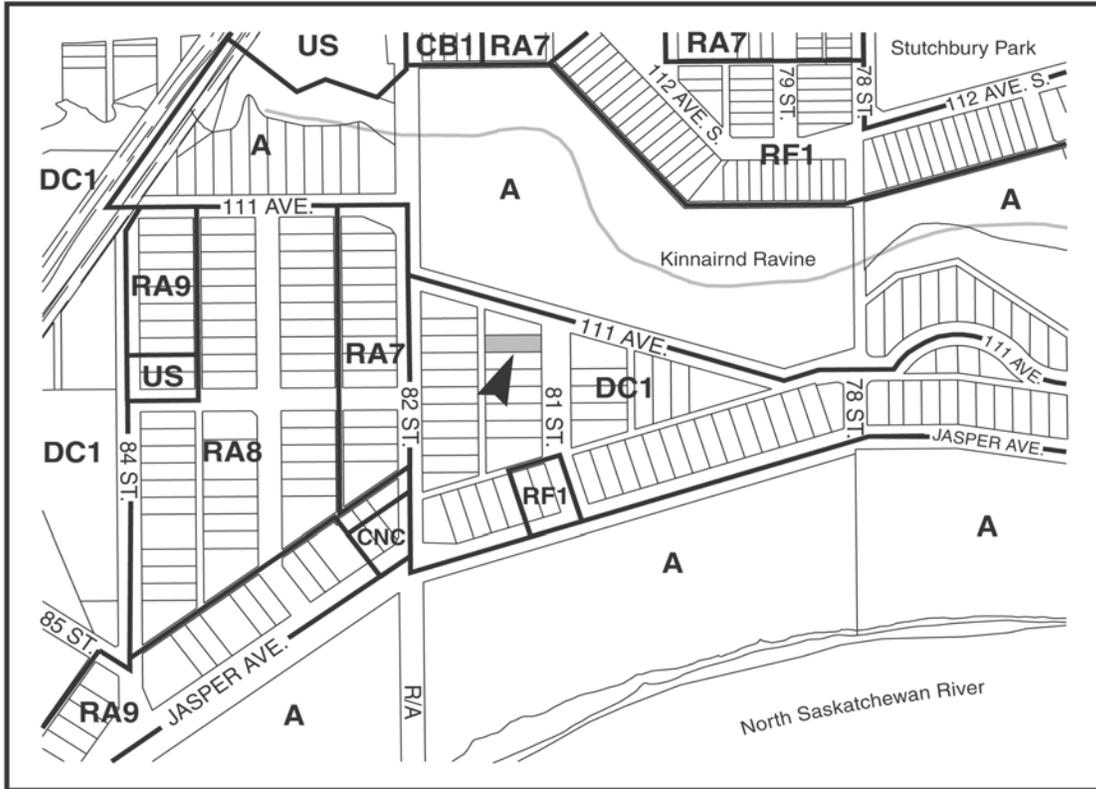
Photo #2 Side-North Elevation



Photo #3 – Rear-West Elevation



Location Map - Richard Wallace Residence



LOCATION OF THE RICHARD WALLACE RESIDENCE 10950 - 81 Street



Site Location

PLANNING AND DEVELOPMENT DEPARTMENT

GENERAL GUIDELINES FOR REHABILITATION

The General Guidelines for Rehabilitation are intended to assist in applying accepted principles and practices to the conservation of historic resources. One of the most commonly used standards are the U.S. Secretary of the Interior's Standards for Rehabilitation, of which these guidelines are derived. In a manner consistent with accepted practice, City Policy C-450 requires that the standards be used in conjunction with the guidelines to ensure that the basis for a clear and consistent interpretation of the guidelines is provided to assist owners of historic resources throughout the rehabilitation process. The following guidelines and the referenced standards shall apply to the Richard Wallace Residence (the "Municipal Historic Resource") and any rehabilitation or maintenance work undertaken with respect to the Municipal Historic Resource at any time.

1. Compatible Uses

Wherever possible, the uses proposed for a Municipal Historic Resource shall be compatible with the existing building such that only minimal changes are required to the building. The use of a Municipal Historic Resource for its original purpose is desirable.

2. Original Character

The original distinctive qualities and character of the Historic Resource shall not be destroyed. The removal or alteration of any historical materials or features shall be avoided whenever possible.

3. The Historic Period

The Municipal Historic Resource should be recognized as a product of its own time. Alterations which are not based on historical fact or which recreate an earlier or a later appearance shall be discouraged.

4. Witness to Change

Changes to the Municipal Historic Resource may have occurred over time. These alterations are evidence of the history and development of the building. Because this evolution may have acquired a significance in its own right, alterations to the original building should be recognized and respected where indicated.

5. Style and Craftsmanship

Distinctive stylistic features and examples of skilled craftsmanship of the Historic Resource shall be preserved and treated sensitively.

6. Repair and Replacement

Deteriorated architectural features shall be repaired rather than replaced whenever possible. Where replacement is necessary, the new material should match the original as to material composition, colour, texture, design, etc. The repair or replacement of architectural features shall be based on a sound knowledge of the original characteristics of the feature. Such knowledge shall be based on historical or pictorial evidence and not upon conjecture.

7. Cleaning

In all cases, surface cleaning shall be undertaken with the gentlest means available. Sandblasting and other cleaning methods that damage historic buildings shall not be undertaken without thorough testing prior to use on a building. Sandblasting is NOT recommended on brick, stone or wood. In all instances, it should be ascertained that a building exterior is really in need of cleaning prior to undertaking the work.

8. Reversibility of Intervention

When the introduction of new elements or materials are necessary to stabilise or preserve the historic resource, alterations shall be undertaken such that the new materials, should they fail, may be removed at a later date without damage to the original fabric of the Historic Resource. Where this is not possible (i.e. use of epoxy or other permanent interventions) only those methods and materials which have been thoroughly tested and found satisfactory in situ, shall be used.

9. Recording

Prior to undertaking any alterations, particularly in cases where alterations may threaten the building fabric (underpinning, moving structures), the applicant shall provide a complete and accurate record of the architectural features of the Historic Resource. Measured drawings and photographs of details may prove invaluable if major features are damaged or lost during the subsequent repair work. Any historic resource, which is the subject of an application to unsympathetically alter or demolish such resource, shall be professionally recorded.

10. Original Construction Details

In some historic structures, poor construction details or inappropriate materials resulted in rapid deterioration of certain building elements. In these instances, accurate reconstruction of the original detail will inevitably result in the failure of the element. Therefore, reconstruction should be undertaken in such a fashion as to duplicate the original appearance as closely as possible while using details based on sound construction practice.

11. Codes

At no time should the life and safety of occupants of a Municipal Historic Resource be deemed of lesser importance than the preservation of the original fabric of the Municipal Historic Resource. The required life and safety standards are those required by the

current Alberta Building Code. However, notwithstanding these Code requirements, where the essential character of the structure is threatened by changes for Code reasons, every effort shall be made to achieve an equivalent safety standard by alternate means so as to minimise the impact on the historic fabric.

12. Rehabilitation

Prior to undertaking any rehabilitation work, the scope of work and a schedule of alterations should be prepared. This schedule should include phasing of alterations where necessary due to program or budget restrictions. The type and timing of both short and long term maintenance work shall also be included.

13. Signs

As a general rule signs should be limited to signs which were originally present on the building. In instances where new uses or interpretive functions dictate the use of additional signs, these new elements should be integrated into the general design of the project. The size, typeface, graphics, and materials should be chosen to suit the period of the Municipal Historic Resource wherever possible. Avoid installing new signs such that the repair, replacement or removal of the signs damages the original fabric of the structure.

14. Alterations and Additions to Historic Resources

Contemporary design for alterations and additions to existing historic resources shall not be discouraged when such alterations and additions do not diminish the overall historic character of the resource and such design is compatible with the size, scale, colour, material and character of the resource, neighbourhood or environment.

to extend the time for satisfaction of the condition precedent, this Agreement shall be of no force and effect.

2. OWNER’S WAIVER OF RIGHTS

- 1.2. The Owner acknowledges the sufficiency of the consideration it is entitled to receive under this Agreement and waives all rights to claim additional or alternative compensation for any cause, whether arising in common law, equity or by statute, because of the City’s designation of the Lands and Building as a Municipal Historic Resource or the City’s issuance of the Notice of Intention to Designate.
- 1.3. In particular the Owner accepts, in satisfaction of any claim for compensation under the Act, the amounts payable under this Agreement, and further waives all rights dispute the sufficiency of the Notice of Intention to Designate.

3. REHABILITATION WORK

- 3.1. Upon the passage of the Designating Bylaw, the Owner shall commence the work as set out in the table below:

PHASE	DESCRIPTION OF WORK	ALLOCATED AMOUNT BY CITY
1.	Windows & Doors: Replace aluminum windows in the bedrooms with wood double hung windows with upper grills to match existing windows. Replace dining room picture window with paired wood double hung windows to match existing living room windows. Remove damaged side door and replace with similar door stored in the basement and install new wood storm door designed to match doors typical of craftsman style homes.	\$ 3637
2.	Roof: Replace asphalt shingle with taper sawn cedar shakes/ Work includes drip edging, ice and water shield and eavestroughing..	\$ 5688
3.	Foundation: Repair and waterproof foundation walls from the exterior by excavating around the perimeter of the foundation.	\$ 5675
Maximum pay out by the City on completion of identified work		\$15,000
	Note: The City will holdback 10% of the total grant amount until final completion of the whole project, including regulated and non-regulated portions.	

(the “Rehabilitation Work”).

- 3.2. The Owner shall complete the Rehabilitation Work by October 31, 2005.
- 3.3. In undertaking the Rehabilitation Work the Owner shall follow the General Guidelines for Rehabilitation in the Designating Bylaw.

4. PAYMENT OF REHABILITATION INCENTIVE

- 4.1. Upon completing any phase of the Rehabilitation Work or remedying a deficiency identified pursuant to Clause 4.2.2, the Owner shall provide the City with:
 - 4.1.1. a letter, signed and stamped by a representative of the Owner, acceptable to the City certifying that the Phase of the Rehabilitation Work has been completed;
 - 4.1.2. receipts for all materials, supplies, labour and services and relevant documentation specific to the Rehabilitation Work;
 - 4.1.3. receipts or other documents satisfactory to the City indicating that all suppliers and contractors involved in performing that Phase of the Rehabilitation Work have been paid in full for their goods or services; and
 - 4.1.4. evidence that the Owner received competitive bids or estimates before engaging any contractor or supplier.
- 4.2. Within fourteen (14) days of receiving the documents described in Clause 4.1, above, the City shall inspect the Building and either:
 - 4.2.1. issue a Notice of Completion, stating that the Phase of the Rehabilitation Work has been performed to the satisfaction of the City and that all receipts or other documents submitted pursuant to Clause 4.1 are accepted; or
 - 4.2.2. give the Owner a description of the particulars in which the Rehabilitation Work or the supporting documentation is deficient (the “Deficiency List”).
- 4.3. If the City issues a Deficiency List, the Owner may either remedy the deficiencies or submit the question of whether the receipts or documents are complete or whether the work has been properly performed to an arbitrator in accordance with the provisions of this Agreement.
- 4.4. If the City issues a Notice of Completion for any phase of the rehabilitation work and if the Owner is not in default of any of its obligations under this Agreement or

the Maintenance Agreement, the City shall, within 30 days of issuing the Notice of Completion, pay the Owner a rehabilitation incentive equal to the lower of:

- 4.4.1. The city's portion of that phase; or
 - 4.4.2. The amount allocated in the table in clause 3.1 for that phase (the "Allocated Amount by City").
- 4.5 The City will hold back 10% of each payment made pursuant to Art. 4.4 above, until the City has issued a Notice of Completion for all of the identified rehabilitation work in clause 3.1.
 - 4.6 If the amount that the City pays the Contractor under clause. 4.4 is less than the Allocated Amount, the Owner may request that the difference be applied to other identified Phases of the regulated portions that are under budgeted. The Owner must contribute a minimum of 50% to any phase and any transfers of funds to other identified phases are at the Heritage Planners discretion.
 - 4.7 In calculating the cost of performing the Rehabilitation Work, the Owner and the City shall include the cost of labour and building materials specifically associated with the Rehabilitation Work. The Owner and the City shall not include costs related to the interruption of use of the Building or the Lands or the cost of repairing damage to the Building while the Rehabilitation Work was underway.
 - 4.8 If the Parties cannot agree on the amounts payable to the Owner under Clause 4.4, above, the dispute shall be submitted to arbitration in accordance with the provisions of this Agreement.

5. MAINTENANCE

- 5.1. *General Maintenance*
Within one year of the passage of the Designating Bylaw, the Owner shall prepare and submit to the City a plan to maintain and conserve the character defining elements of the Building (a "General Maintenance Plan"). If the City and the Owner are unable to agree on the contents of a General Maintenance Plan, the matter shall be submitted to arbitration in accordance with this Agreement.
- 5.2. *Five-Year Rehabilitation*
In January of the fifth year after the issuance of the final Notice of Completion of the Rehabilitation Work, and every five years after that, the City and the Owner shall select a qualified person to conduct an inspection of the Building's exterior, including all regulated portions of the Building.
- 5.3. Within 60 days of his appointment the inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building including a proposed schedule for the work and suggestions as to methods and

materials to be used.

- 5.4. The Owner and the City shall meet within 14 days of the receipt of the report and attempt to agree on the remedial work that shall be carried out the timing for the work and the manner in which the remedial work shall be undertaken (the “Remedial Work Plan”).
- 5.5. If the City and Owner are unable to agree on the content of a maintenance plan, a Remedial Work, plan, the choice of an inspector or the sufficiency of any work performed under this Article, the matter shall be submitted to arbitration in accordance with this agreement.
- 5.6. The Owner shall promptly carry out the Remedial Work Plan and notify the City on completion.
- 5.7. On receipt of such notice the City may inspect and identify any deficiencies. The Owner may correct the deficiencies or submit the matter to arbitration in accordance with this Agreement.
- 5.8. *Disrepair that Endangers the Building*
Notwithstanding the foregoing, if at any time the Owner or the City become aware of any disrepair that may endanger the Building, the Owner and the City shall meet and attempt to agree on a plan for repairs, failing which agreement they shall arbitrate pursuant to the provisions of this Agreement.
- 5.9. *City’s Right to Inspect*
In addition to inspections pursuant to the Remedial Work Plan, the City may on reasonable notice to the Owner and no more than four times a year, inspect the Building at the City’s own expense.
- 5.10. *City’s Right to do Work*
If the Owner fails to perform any work agreed on by the Parties or ordered by an arbitrator pursuant to this Article, the City may, on 10 days notice to the Owner, perform the work or correct the deficiencies.
- 5.11. The Owner shall pay the City the reasonable costs of performing such work plus a 15% surcharge, within 30 days of receiving a written demand to do so, failing which amount payable shall be a charge on the Lands.
- 5.12. The rights of the City under this Clause shall be in addition to any other rights of the City against the Owner.
- 5.13. *Covenant Running with the Land*
Pursuant to Section 26(3)&(4) of the Act the City may have this Agreement endorsed on the Certificate of Title for the Lands.

6. DISPUTE RESOLUTION

- 6.1. If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:
 - 6.1.1. The party requesting that the matter in dispute be resolved in accordance with the provisions of this Clause 6 (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
 - 6.1.2. Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.
 - 6.1.3. The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
 - 6.1.4. The City and the Owner shall within Ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.
 - 6.1.5. Not later than Twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
 - 6.1.6. Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration.
 - 6.1.7. The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
 - 6.1.8. Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

7. NOTICE

- 7.1. Any notice given pursuant to the terms of this Agreement shall be sufficiently given:

7.1.1. in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

General Manager, Planning and Development Department

5th Floor, A.T. & T. Tower
10250 - 101 Street NW
Edmonton, AB T5J 3P4

and also to:

Corporate Services Department, Law Branch

9th Floor Chancery Hall
#3 Sir Winston Churchill Square
Edmonton, AB T5J 2C3

7.1.2. in case of notice to the Owner, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

OWNER.

Shelley McDonald
10950 – 81 Street
Edmonton, AB T5H 1L5

7.2. Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which the notice is mailed. Any notice personally delivered or sent by telecopier or other form of facsimile transmission shall be deemed to have been given on the date of actual delivery.

7.3. Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

8. GENERAL PROVISIONS

8.1. The parties shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.

8.2. If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.

- 8.3. Notwithstanding any other provisions of this Agreement, the Owner shall forthwith upon execution of the Agreement use reasonable efforts to have the Designating Bylaw placed as a registration prior to any security interest on the title to the lands. The City shall not be obligated to pay any portion of the compensation until the City is satisfied, in its sole discretion, as to the registration of the Designating Bylaw against the title to the lands.
- 8.4. No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.
- 8.5. Time is of the essence in this Agreement.

Everything herein contained shall inure to the benefit of and be binding upon the upon the parties hereto, their administrators, successors and assigns respectively.

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

A P P R O V E D

THE CITY OF EDMONTON
as represented by the General
Manager of the Planning and
Development Department



As to Form _____
Corporate Services Department, Law Branch

As to Content _____
Head of Department

Shelley McDonald
10950 – 81 Street
Edmonton, AB T5H 1L5

Witness _____

Per: _____

Per: _____

SCHEDULE "D"

1. **CONDITION PRECEDENT**

1.4. [This Section is intentionally left blank]

2. **OWNER’S WAIVER OF RIGHTS**

2.1 The Owner acknowledges the sufficiency of the consideration under this Agreement and hereby expressly waives all rights to claim additional or alternative compensation for any cause, whether arising in common law, equity or by statute, because of the City’s designation of the Lands and Building as a Municipal Historic Resource or the City’s issuance of the Notice of Intention to Designate.

2.2 In particular the Owner accepts, in satisfaction of any claim for compensation under the Act, the amounts payable under this Agreement, and further waives all rights to dispute the sufficiency of the Notice of Intention to Designate.

3. **REHABILITATION WORK**

3.1 The Owner shall complete the work as set out in the table below:

PHASE	DESCRIPTION OF WORK	ALLOCATED AMOUNT BY CITY
1.	<i>Foundation: It has been determined that the existing walls are beyond repair work and now require a complete replacement. New foundation is to have minimal impact on the existing wood structure of the house and will maintain existing height level from grade.</i>	\$ 15,000
2.	<i>Future Work on Windows and Doors: Replace aluminum windows in the bedrooms with wood double hung windows with upper grills to match existing windows. Replace dining room picture window with paired wood double hung windows to match existing living room windows. Remove damaged side door and replace with similar door stored in the basement and install new wood storm door designed to match doors typical of craftsman style homes.</i>	
3.	Future Work on Roof: Replace asphalt shingle with taper sawn cedar shakes. Work includes drip edging, ice and water shield and eavestroughing.	
Maximum pay out by the City on completion of Phase 1 work		\$ 15,000

(the “Rehabilitation Work”).

- 3.2 The Owner shall complete the Rehabilitation Work by December 31, 2016.
- 3.3 In undertaking the Rehabilitation Work the Owner shall follow the General Guidelines for Rehabilitation in the Designating Bylaw.

4. PAYMENT OF REHABILITATION INCENTIVE

- 4.1 Upon completing any phase of the Rehabilitation Work or remedying a deficiency identified pursuant to Clause 4.2.2, the Owner shall provide the City with:
 - 4.1.1 a letter, signed by the Owner or a representative of the Owner, acceptable to the City confirming that the Phase of the Rehabilitation Work has been completed;
 - 4.1.2 for Phase 1 of the Rehabilitation Work only, receipts for all materials, supplies, labour and services and relevant documentation specific to the Rehabilitation Work; and
 - 4.1.3 for Phase 1 of the Rehabilitation Work only, receipts or other documents satisfactory to the City indicating that all suppliers and contractors involved in performing that Phase of the Rehabilitation Work have been paid in full for their goods or services.
- 4.2 Within fourteen (14) days of receiving the documents described in Clause 4.1, above, the City shall inspect the Building and either:
 - 4.2.1 issue a Notice of Completion, stating that the Phase of the Rehabilitation Work has been performed to the satisfaction of the City and that all receipts or other documents submitted pursuant to Clause 4.1 are accepted; or
 - 4.2.2 give the Owner a description of the particulars in which the Rehabilitation Work or the supporting documentation is deficient (the “Deficiency List”).
- 4.3 If the City issues a Deficiency List, the Owner may either remedy the deficiencies or submit the question of whether the receipts or documents are complete or whether the work has been properly performed to an arbitrator in accordance with the provisions of this Agreement.

If the City issues a Notice of Completion for any phase of the Rehabilitation Work and if the Owner is not in default of any of its obligations under this Agreement, the City shall, within 30 days of issuing the Notice of Completion, pay the Owner a rehabilitation incentive equal to the amount allocated in the table in clause 3.1 for that phase.

5. MAINTENANCE

- 5.1 *General Maintenance*
Within one year of the passage of the Designating Bylaw, the Owner shall prepare and submit to the City a plan to maintain and conserve the character defining elements of the Building (a “General Maintenance Plan”). If the City and the Owner are unable to agree on the contents of a General Maintenance Plan, the matter shall be submitted to arbitration in accordance with this Agreement.
- 5.2 *Five-Year Rehabilitation*
In January of the fifth year after the issuance of the final Notice of Completion of the Rehabilitation Work or in January 2022, whichever comes sooner, and every five years after that, the City and the Owner shall select a qualified person to conduct an inspection of the Building’s exterior, including all regulated portions of the Building.
- 5.3 Within 60 days of his appointment the inspector shall prepare a written report setting out recommendations for remedial or maintenance work on the Building including a proposed schedule for the work and suggestions as to methods and materials to be used.
- 5.4 The Owner and the City shall meet within 14 days of the receipt of the report and attempt to agree on the remedial work that shall be carried out the timing for the work and the manner in which the remedial work shall be undertaken (the “Remedial Work Plan”).
- 5.5 If the City and Owner are unable to agree on the content of a maintenance plan, a Remedial Work, plan, the choice of an inspector or the sufficiency of any work performed under this Article, the matter shall be submitted to arbitration in accordance with this agreement.
- 5.6 The Owner shall promptly carry out the Remedial Work Plan and notify the City on completion.
- 5.7 On receipt of such notice the City may inspect and identify any deficiencies. The Owner may correct the deficiencies or submit the matter to arbitration in accordance with this Agreement.
- 5.8 *Disrepair that Endangers the Building*
Notwithstanding the foregoing, if at any time the Owner or the City become aware of any disrepair that may endanger the Building, the Owner and the City shall meet and attempt to agree on a plan for repairs, failing which agreement they shall arbitrate pursuant to the provisions of this Agreement.
- 5.9 *City’s Right to Inspect*
In addition to inspections pursuant to the Remedial Work Plan, the City may on

reasonable notice to the Owner and no more than four times a year, inspect the Building at the City's own expense.

5.10 *City's Right to do Work*

If the Owner fails to perform any work agreed on by the Parties or ordered by an arbitrator pursuant to this Article, the City may, on 10 days notice to the Owner, perform the work or correct the deficiencies.

5.11 The Owner shall pay the City the reasonable costs of performing such work plus a 15% surcharge, within 30 days of receiving a written demand to do so, failing which amount payable shall be a charge on the Lands.

5.12 The rights of the City under this Clause shall be in addition to any other rights of the City against the Owner.

5.13 *Covenant Running with the Land*

Pursuant to Section 29 of the Act the City may have this Agreement registered on the Certificate of Title for the Lands and the conditions and covenants herein shall run with the Lands and shall bind the Owner and subsequent owners and successors in title to the Owner.

6. INSTALLATION OF PLAQUES

6.1 The Owner shall permit the placement of two plaques in a visible location on or in proximity to the Building. One plaque shall be created and installed by the City at the City's sole expense to a design and specification solely within the City's discretion identifying the Building and the Lands as a Municipal Historic Resource. A second plaque shall be created and installed by the Edmonton Historic Board as an interpretive plaque, to a design and specification solely within the Board's discretion. The location of the City's and the Board's plaques shall be mutually agreed to by the Owner and the City, both parties acting reasonably. For greater clarity, the City or the Board shall have no obligation to create and install such plaques, and the decision to do so shall be solely within each of the City's and the Board's discretion. The Owner shall not permit or cause the removal, disturbance or obscuring of such plaques.

7. CANADIAN REGISTER OF HISTORIC PLACES

7.1. The Owner consents to having the property listed on the Canadian Register of Historic Places which will at minimum entail having the address, historic descriptions, statements of significance, and photographs available for public viewing, in print or electronic format.

8. DISPUTE RESOLUTION

- 8.1 If a dispute arises between the City and the Owner as to the proper interpretation or effect of any of the terms or conditions of this Agreement, such dispute shall be resolved in accordance with the following procedure:
- 8.1.1 The party requesting that the matter in dispute be resolved in accordance with the provisions of this Clause 6 (the "Disputing Party") shall notify the other party (the "Defending Party") in writing of the details of the nature and extent of the dispute (the "Arbitration Notice").
 - 8.1.2 Within seven (7) days of the receipt of the Arbitration Notice, the Defending Party shall by written notice advise the Disputing Party that it disputes all matters referred to in the Arbitration Notice except those for which the Defending Party admits responsibility and proposes to take remedial action.
 - 8.1.3 The terms of reference for arbitration shall be those areas of dispute referred to in the Arbitration Notice with respect to which the Defending Party has not admitted or proposes to take remedial action.
 - 8.1.4 The City and the Owner shall within Ten (10) days after the date of receipt by the Disputing Party of the Defending Party's notice, appoint an arbitrator who shall be acceptable to both parties (the "Arbitrator"). In the event that the parties shall fail to appoint the Arbitrator, then either party may, on written notice to the other, apply to the President of the Alberta Arbitration and Mediation Society to name the Arbitrator.
 - 8.1.5 Not later than Twenty (20) days after the appointment of the Arbitrator, the Arbitrator shall make his written decision, and shall give it to the parties immediately.
 - 8.1.6 Unless the Arbitrator orders otherwise, the City and the Owner shall equally bear the costs of the arbitration.
 - 8.1.7 The decision of the Arbitrator is final and binding on the parties and there shall be no appeal of the decision to the courts.
 - 8.1.8 Except as modified by this Agreement, the provisions of the Arbitration Act R.S.A. 2000 c. A-43, as amended, shall apply.

9. NOTICE

- 9.1 Any notice given pursuant to the terms of this Agreement shall be sufficiently given:
- 9.1.1 in case of notice to the City, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

General Manager, Sustainable Development

8th Floor, HSBC Bank Place
10250 - 101 Street NW
Edmonton, AB T5J 3P4

and also to:

Corporate Services, Law Branch

9th Floor Chancery Hall
#3 Sir Winston Churchill Square
Edmonton, AB T5J 2C3

9.1.2 in case of notice to the Owner, if such notice is sent by prepaid registered mail, or personally delivered, in an envelope addressed to:

Peter Edward Bell and Colleen Bell

10950 – 81 Street NW
Edmonton, AB T5H 1L5

9.2 Notice given as aforesaid, if posted, other than during an actual or threatened postal disruption, shall conclusively be deemed to have been given on the fifth business day following the date on which the notice is mailed. Any notice personally delivered shall be deemed to have been given on the date of actual delivery.

9.3 Either party may, at any time, give notice in writing to the other of any change of address of the party giving such notice and, from and after giving of such notice, the address therein specified shall be deemed to be the address of the party for the giving of notice hereunder.

10. GENERAL PROVISIONS

10.1 The parties shall execute and deliver to the other all such further assurances and documents which may reasonably be deemed necessary by the solicitors for either of them to give full force and effect to the Agreement. The Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, bylaws or permit conditions, which govern development or construction within the City.

10.2 If any portion of this Agreement is found to be unenforceable, the remaining portions of this Agreement shall be given full force and effect.

10.3 The City shall register the Designating Bylaw on title to the Lands. The City shall not be obligated to pay any portion of the compensation until the City is satisfied,

in its sole discretion, as to the registration of the Designating Bylaw against the title to the lands.

- 10.4 No amendments to this Agreement are valid unless they are in writing and signed by both parties to this Agreement.
- 10.5 Time is of the essence in this Agreement.
- 10.6 Everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their administrators, successors and assigns respectively.

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

THE CITY OF EDMONTON
as represented by the General
Manager, Sustainable Development

Per: _____
R. Gary Klassen

Legally reviewed and Approved as to Form:

Deborah Fisher, Law Branch, Corporate Services

Approved as to Content:

Peter Ohm, Branch Manager
Urban Planning and Environment Branch

Witness _____

Colleen Bell

Witness _____

Peter Edward Bell