

Properties

PIN 04102 - 0315 LT
 Description LOTS 1503, 1504, 1505, 1506 & 1507, PLAN 38; CITY OF OTTAWA
 Address OTTAWA

Consideration

Consideration \$1.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name CITY OF OTTAWA
 Address for Service C/O Mgr Real Estate Services
 CREO
 Mail Code 01-86
 110 Laurier Avenue
 West
 Ottawa, ON
 K1P 1J1

file:

L0101-NORM (JM)

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation Jim Watson, Mayor & Caitlin Salter-MacDonald, Deputy City Clerk.

Party To(s)

Capacity

Share

Name TAMARACK (NORMAN) CORPORATION
 Address for Service 3187 Albion Rd. S.
 Ottawa, Ontario

I, Christopher Taggart, Pres., have the authority to bind the corporation
 This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.
 This notice is for an indeterminate period
 Schedule: See Schedules

Signed By

Steven Alexander Bannister 110 Laurier Av. W., 3rd floor acting for Signed 2018 07 04
 Ottawa Applicant(s)
 K1P 1J1

Tel 613-580-2400

Fax 613-560-1383

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

CITY OF OTTAWA 110 Laurier Av. W., 3rd floor 2018 07 04
 Ottawa
 K1P 1J1

Tel 613-580-2400

Fax 613-560-1383

Fees/Taxes/Payment

Statutory Registration Fee \$63.65
 Total Paid \$63.65

THIS AGREEMENT made pursuant to subsection 41(10) of the *Planning Act*, R.S.O. 1990, c.P.13, as amended, in duplicate, on the 13th day of April, 2018.

BETWEEN:

TAMARACK (NORMAN) CORPORATION
Hereinafter called the "Owner"

OF THE FIRST PART

- and -

CITY OF OTTAWA

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS the Owner is the registered owner of the lands and premises known municipally as 93, 99, 103 and 105 Norman Street and legally described in Schedule "A" of this Agreement;

AND WHEREAS the Owner and the City have agreed to certain matters hereinafter expressed relating to the demolition of the existing six (6) residential dwelling units located on the Property municipally known as 93, 99, 103 and 105 Norman Street, pursuant to the City's Demolition Control By-law, being By-law 2012-377, as amended, and as approved by the Delegated Authority Report on April 13, 2018;

THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada paid by each party to the other, the receipt thereof is hereby acknowledged, and other good and valuable consideration, the parties hereto agree to the following terms and conditions:

1. In this Agreement:

"AGREEMENT" means this Agreement and all Schedules, which shall be deemed to be covenants as though specifically set out therein;

"APPROVAL" means April 13, 2018, being the date of demolition control approval by the General Manager, Planning, Infrastructure and Economic Development;

"CHIEF BUILDING OFFICIAL" means the senior officer of the Building Code Services Branch of the Planning, Infrastructure and Economic Development Department of the City or his/her designate;

"CITY" means the City of Ottawa and includes its successors and assigns and its officers, employees, agents, contractors and subcontractors;

"CITY SPECIFICATIONS OR STANDARDS" means the detailed description of construction materials, workmanship and standards of Works to be carried out by the Owner as prescribed by the City and its amendment from time to time by the City and which are hereby incorporated by reference to and shall form part of this Agreement as though the same were attached thereto;

"CITY TREASURER" means the General Manager and City Treasurer of the Corporate Services Department of the City or his/her designate;

"COUNCIL" means the Council of the City;

"GENERAL MANAGER, PLANNING, INFRASTRUCTURE AND ECONOMIC DEVELOPMENT" means the senior officer of the Planning, Infrastructure and Economic Development Department of the City or his/her designate;

"OWNER" includes the party of the First Part, its heirs, executors, administrators, successors and assigns and agents thereof or contractors or subcontractors carrying out the Works for or on behalf of the Owner;

"PROPERTY" means the lands and premises known municipally as 93, 99, 103 and 105 Norman Street as legally described in Schedule "A" of this Agreement;

"WORKS" includes those services, installations, structures and other operations and activities listed in and required by this Agreement.

2. **Property**

The Owner acknowledges and agrees that it is the Owner of the Property, described in Schedule "A" of this Agreement.

3. **Information To City**

The Owner acknowledges and agrees that it has provided to the City all relevant borehole logs, sample locations, test results and other similar data and reports it has in its possession or control which is required to understand the extent and nature of substances in, at, on, under and around the Property prior to the execution of this Agreement.

4. **Demolition of Building Municipally Known as 93, 99, 103 and 105 Norman Street**

The Owner acknowledges covenants and agrees that the demolition of the buildings located on the Property municipally known as 93, 99, 103 and 105 Norman Street has been approved by the City, subject to the Owner's agreement and compliance with the terms and conditions set out in this Agreement. The Owner further acknowledges, covenants and agrees that a demolition permit will not be issued by the City, and the buildings shall not be demolished, until such time that the Owner enters into this Agreement. The Owner further acknowledges, covenants and agrees that the Approval shall be considered null and void if this Agreement is not executed by October 13, 2018.

5. **Site Development**

The Owner acknowledges and agrees that until the time of construction of the replacement building referenced in paragraph 6 below, the Owner shall design, develop and maintain the Property in accordance with the following conditions:

- (a) The Owner acknowledges and agrees that it shall be responsible for the design and construction of the Property as a privately owned public space, at no cost to the City, to be built to City Standards and Specifications, including any required environmental site remediation, all which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (b) The Owner shall construct the privately owned public space on the Property in accordance with the Demolition Control Plan, referenced in Schedule "B" herein;
- (c) The Owner acknowledges, covenants and agrees it shall complete the required landscaping for the Property, in accordance with the Demolition Control Plan, referenced in Schedule "B" herein, within 12 months following the issuance date of the demolition permit.

- (d) The Owner acknowledges and agrees it shall grant to the City, its successors and assigns, at the Owner's expense, a free, uninterrupted and unobstructed easement to provide access to, in, over, along, across, and upon the Property for the unobstructed ingress and egress for the general public and other pedestrians, animals and required municipal vehicles at all times by day or by night, and such easement shall be maintained by the Transferor, all of which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.
- (e) The City acknowledges and agrees it shall release the above noted Easement referenced in 5(d) above, at the request of the Owner, at the Owner's sole expense, and once the Owner has received site plan approval and the applicable site plan agreement has been registered on title to the Property.
- (f) The Owner acknowledges and agrees that the Easement referenced in 5(d) shall remain for a period of ten (10) years from the issuance date of the demolition permit, unless the Property is redeveloped prior to this date; or, unless there is mutual agreement between the City and the Owner to extend the term of the said Easement.

6. **Replacement Building**

The Owner acknowledges, covenants and agrees that, to the discretion of the General Manager, Planning, Infrastructure and Economic Development, a replacement building shall be substantially completed to the satisfaction of the Chief Building Official within ten (10) years from the date of Approval, and that in default thereof, the City Clerk shall enter on the collector's roll the sum of Five Thousand (\$5,000.00) for each of the six (6) residential dwelling units to be demolished.

7. **Maintenance of Property**

The Owner acknowledges, covenants and agrees that, to the discretion of the General Manager, Planning, Infrastructure and Economic Development, until such time of the construction of the first replacement building, other than construction of a sales centre and any associated parking to service the said sales centre, the Owner shall continue to be responsible for the maintenance of the landscaping on the Property, which shall be to the satisfaction of the General Manager, Planning, Infrastructure and Economic Development.

8. **Property Standards By-law**

The Owner acknowledges and agrees that it will prohibit the use of the Property for other interim uses, save for the construction and operation of a sales centre and any associated surfacing parking to service the said sales centre, and will maintain the Property in accordance with the Property Standards By-law, being By-law No. 2013 - 416, as amended.

9. **Insurance**

The Owner shall maintain Commercial/General Liability Insurance on the lands set out in Schedule "A", subject to limits of not less than Five Million Dollars, inclusive, per occurrence for bodily injury, death and damage to property, including the loss of use thereof. The Commercial General Liability Insurance shall include the City as an additional named insured.

10. **Failure to Comply**

The Owner acknowledges and agrees that failure to comply with any term or condition herein may result in the City taking such action to enforce compliance, as deemed appropriate by the City.

11. **Performance of Works**

- (a) All Works required to be provided and maintained in this Agreement shall be provided and maintained by the Owner at its sole risk and expense and to the satisfaction of the City.
- (b) The Owner shall ensure that the performance of Works required as a result of this Agreement, whether by the Owner or its employees, servants or agents or its contractors or subcontractors, shall be so performed as not to constitute a nuisance or disturbance to abutting or nearby properties or the owners thereof. The Owner shall comply with and shall ensure that all of its contractors and subcontractors comply with any written instructions issued by the City concerning any such nuisance or disturbance regardless of whether such instructions require positive action or the discontinuance of action.

12. **Inspection by the City**

The Owner hereby grants to the City, its servants, agents, contractors or subcontractors, the licence to enter the Property for the purpose of inspection of the Works and to perform such Works as may be required as a result of a default.

13. **Registration of Agreement**

The Owner acknowledges and agrees to pay to the City all the costs associated with the registration and discharge of this Agreement. At such a time as a building permit is issued to redevelop the site and the replacement building is in place, this Agreement will become null and void and will be released upon the City's receipt of a written request by the Owner.

14. **Expense**

The Owner acknowledges and agrees that in this Agreement, where it states the Owner shall or the Owner will, it shall mean at the Owner's sole expense, unless otherwise stated.

15. **Subsequent Parties and Gender**

This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns, and all covenants and agreements herein contained, assumed by, or imposed upon the Owner are deemed to be covenants which run with and bind the Property and every part thereof. All covenants herein contained, shall be construed to be several as well as joint, and wherever the singular or masculine is used, it shall be construed as if the plural or the feminine or the neuter, as the case may be, had been used where the context or the party or the parties hereto so require, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.

16. **Indemnity**

The Owner, on behalf of itself, its heirs, executors, administrators and assigns, including its successors in title, covenants and agrees to indemnify and save harmless the City from all actions, causes of actions, suits, claims, orders or demands whatsoever which arise directly or by reason of this Agreement and the construction and maintenance or the improper or inadequate construction and/or maintenance of the Works.

17. **Release of Plans**

The Owner hereby releases to the City its rights to any approved drawings that form part of this Agreement or that may be required for development and/or building purposes, for the purposes of tendering the construction upon default of this Agreement. The Owner shall also ensure that appropriate releases to the City are obtained from the Owner's consultants, if required.

18. **Schedule**

The following Schedules are attached hereto and form part of this Agreement:

Schedule "A"	Description of the Property to which this Agreement Applies
Schedule "B"	Approved Demolition Control Plan

19. **Encumbrancer's Consents**

If the title to any part or all of the lands described in Schedule "A" is encumbered by mortgages, charges or other encumbrances, the Owner shall obtain the consent of such encumbrancers to this Agreement.

20. **Default of Owner**

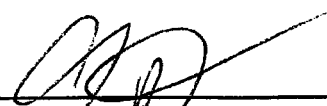
In the event of a default by the Owner or its assigns in the performance of its obligations under this Agreement including the neglect or abandonment of any of the Work prior to its completion or any unreasonable delay of the Work or construction of the subject dwelling for which the building permit was issued, the City may enter upon the Property and perform all obligations as are in default, at the expense of the Owner. "Expense of the Owner" in this paragraph shall be actual cost incurred by the City plus twenty-five per cent (25%) of such cost as a charge for overhead. The Owner shall pay any costs incurred by the City pursuant to this paragraph to the City within thirty (30) days of the mailing of an invoice by the City, addressed to the Owner at its last known address. Any costs referred to in this paragraph may be recovered by the City in like manner as municipal taxes pursuant to the provisions of Section 446(3), of the *Municipal Act 2001*, S.O. 2001, c. 25, as amended.

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21. Clause Headings


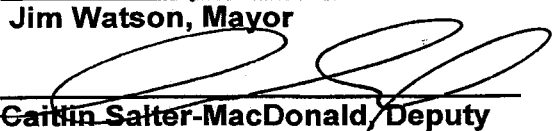
All clause headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement.

DATED AT Ottawa, this 13 day of June, 2018.

SIGNED, SEALED AND DELIVERED) TAMARACK (NORMAN)
) CORPORATION
)
) 
) _____
) Name: Christopher Taggart
) Title: President
)
) _____
) Name:
) Title:

I ~~we~~ have authority to bind the Corporation

DATED AT OTTAWA, ONTARIO, this 22 day of June, 2018.

SIGNED, SEALED AND DELIVERED) CITY OF OTTAWA
) Per: 
)
) Approved for Execution
) _____
) KM
) Jim Watson, Mayor
) City Solicitor
) _____
) 
) Carlin Salter-MacDonald, Deputy
) City Clerk

We have authority to bind the Corporation

SCHEDULE "A"

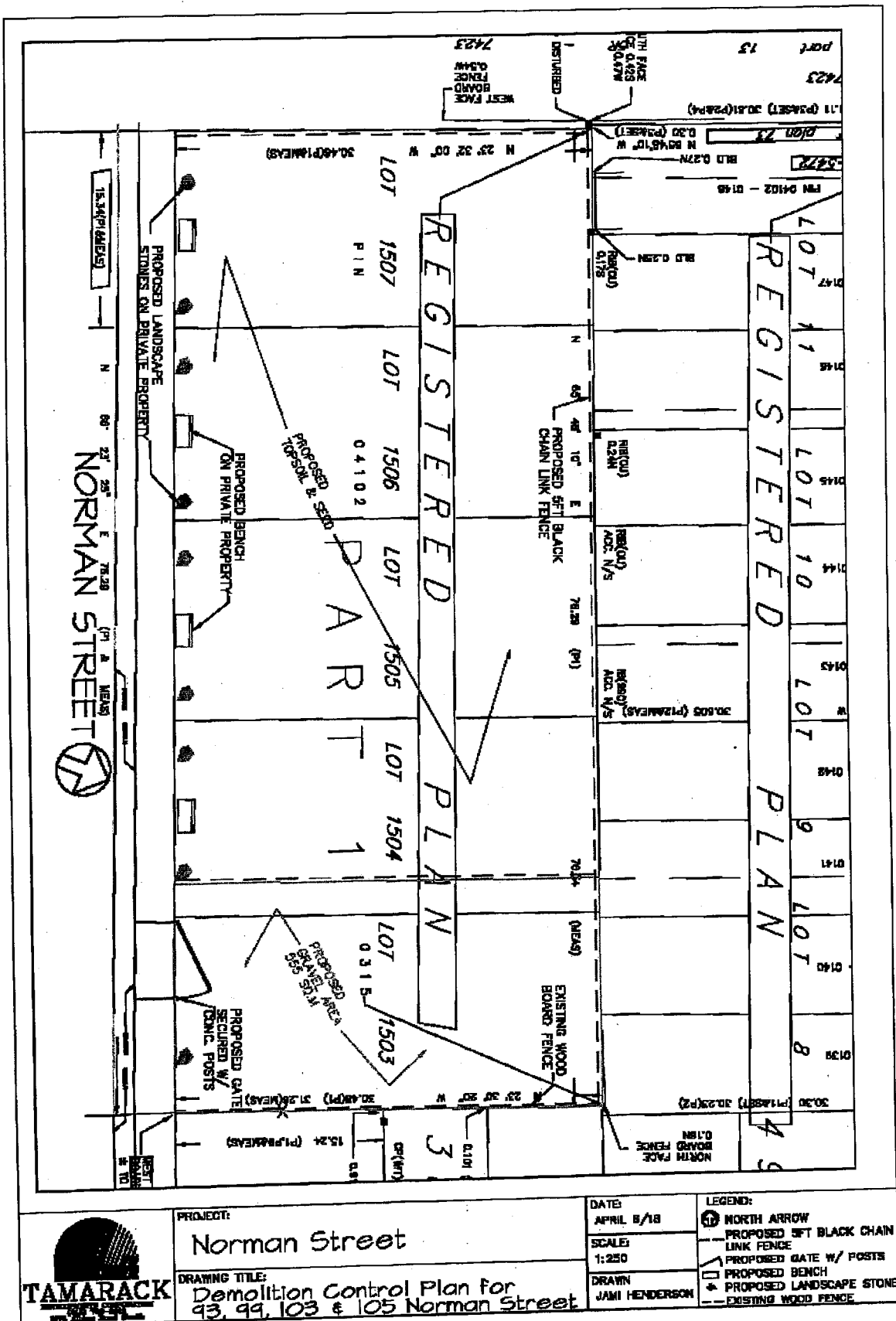
**DESCRIPTION OF PROPERTY TO WHICH THIS
AGREEMENT APPLIES**

All and singular that certain parcel or tract of land and premises situate, lying and being in the City of Ottawa, being composed of:

DESCRIPTION	P.I.N.
Lots 1503, 1504, 1505, 1506 & 1507 on Plan 38, Ottawa	04102-0315(LT)

SCHEDULE "B"

APPROVED DEMOLITION CONTROL PLAN



Original of Schedule "B" may be viewed at the City of Ottawa, Planning, Infrastructure and Economic Development Department, 110 Laurier Avenue West, 4th Floor, Ottawa, Ontario, K1P 1J1.