

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 9

**Properties**

**PIN** 04096 - 0254 LT  
**Description** FIRSTLY: PT LOT 3, PLAN 35, E CARRUTHERS AVE, AS IN NS108766;  
 OTTAWA/NEPEAN, SECONDLY: LOT 4, PLAN 35, E CARRUTHERS AVE;  
 OTTAWA/NEPEAN; 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  
 REPDO Mail Code 01-86  
 110 Laurier Avenue West  
 Ottawa, ON  
 K1P 1J1  
 file: L0101-CARR (TC)

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

This document is being authorized by a municipal corporation Jim Watson, Mayor & M. Rick O'Connor, City Clerk.

**Party To(s)***Capacity**Share*

**Name** JOHN HOWARD SOCIETY OF OTTAWA  
**Address for Service** 59 Carruthers Ave.  
 Ottawa, Ontario

I, Tina Matchett-Bianco, Dir., 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 Ottawa K1P 1J1	acting for Applicant(s)	Signed	2016 10 20
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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 Ottawa K1P 1J1	2016 10 20
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Tel 613-580-2400

Fax 613-560-1383

The applicant(s) hereby applies to the Land Registrar.

<b>Fees/Taxes/Payment</b>
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Statutory Registration Fee	\$62.85
Total Paid	\$62.85

**THIS DEMOLITION AGREEMENT** made in duplicate on the 7<sup>th</sup> day of July, 2016.

**BETWEEN:**

**JOHN HOWARD SOCIETY OF OTTAWA**

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 59 Carruthers Avenue and legally described in Schedule "A" of this Agreement (the "Property");

**AND WHEREAS** the Owner and the City have agreed to certain matters hereinafter expressed relating to the demolition of a one and a half storey single family dwelling located on the Property municipally known as 59 Carruthers Avenue, pursuant to the City's Demolition Control By-law, being By-law 2012-377, as amended, and as approved on July 5, 2016;

**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;

**"CHIEF BUILDING OFFICIAL"** means the senior officer of the Building Code Services Branch of the Planning and Infrastructure Portfolio 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 senior officer of the Financial Services Branch of the City Manager's Office of the City or his/her designate;

**"COUNCIL"** means the Council of the City;

**"GENERAL MANAGER, PLANNING AND GROWTH MANAGEMENT"** means the senior officer of the Planning and Growth Management Department of the Planning and Infrastructure Portfolio 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 59 Carruthers Avenue 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 59 Carruthers Avenue**

The Owner acknowledges, covenants and agrees that the demolition of the one and a half storey single family dwelling located on the Property 59 Carruthers Avenue has been approved by the City subject to the Owner's agreement and compliance with the terms and conditions set out in this Agreement.

5. **Site Development**

- (a) The Owner acknowledges and agrees that a replacement building must be substantially completed to the satisfaction of the Chief Building Official, within five (5) years from the date of this approval, and if the Owner is in default thereof, the City Clerk shall enter onto the collector's roll the sum of Five Thousand (\$5,000.00) Dollars for the one residential dwelling unit to be demolished.
- (b) The Owner acknowledges and agrees that in the event that the Owner fails to execute a Site Plan Agreement for 55 and 59 Carruthers Avenue as part of the application D07-12-16-0060 by December 31, 2017, the Owner shall landscape the property to the satisfaction of the General Manager, Planning and Growth Management. The Owner further acknowledges and agrees it shall prohibit the use of the Property for other interim uses and maintain the Property in accordance with the Property Standards By-law, being By-law No. 2013-416, as amended.
- (c) The Owner acknowledges and agrees that this Agreement shall be registered on title to the Property, at no cost to the City. At such time as a building permit is issued to redevelop the site, and the replacement building is constructed, this Agreement will become null and void. Upon request by the Owner, the City will release this Agreement. The Owner shall pay all costs associated with the registration of the release from this Agreement.
- (d) The Owner acknowledges and agrees that if this Agreement has not been executed by all parties by the 31<sup>st</sup> day of December, 2016 the approval shall lapse and this Agreement shall be considered null and void.

6. **Insurance**

- (a) The Owner or its contractor shall obtain, before the execution of this Agreement, and keep in force during construction of the Works, commercial general liability insurance from an insurance company licensed to do business in Ontario, providing insurance in the amount of not less than Five Million (\$5,000,000.00) Dollars per occurrence exclusive of interest and costs against loss or damage resulting from bodily injury to, or death of one or more persons and loss of or damage to property including loss of use. Such policy shall name the City as an additional insured thereunder.
- (i) Such policy shall provide coverage against claims for damage or injury including death to a person or persons, for damage to property of the City or any other public or private property resulting from or arising out of any act or omission on the part of the Owner or any of its servants or agents during the construction or installation or maintenance of any Works to be performed pursuant to this Agreement. Such policy shall be maintained in full force until final release by the City of this Agreement.
- (ii) Such policy shall further include premises, property and operations liability; blanket contractual liability; cross liability; contingent employer's liability; personal injury liability; liability with respect to non-owned licensed vehicles; broad form property damage; owners and contractor's protective coverage; occurrence property damage; products and broad form completed operations coverage; employees as Additional Insureds, severability of interest clause; and have no exclusion pertaining to shoring, blasting, excavating, underpinning, demolition, pile driving, caisson work and work below ground surface including tunneling and grading.
- (b) The Owner or its contractor shall obtain, prior to the execution of this Agreement, and keep in force during construction of the Works, pollution liability insurance acceptable to the City and subject to a single pollution incident limit of not less than One Million (\$1,000,000.00) Dollars for bodily injury, death and damage to property including loss of use thereof. Such insurance shall include owned premises clean-up costs and third party damage clean-up costs.
- (c) The Owner shall forward to the City, prior to the signing of this Agreement by the City, a certificate of liability insurance. An authorized employee of the insurance company providing the insurance shall sign this certificate of insurance. Such insurance policy shall contain an endorsement to provide the City and the Owner with not less than thirty (30) days written notice of cancellation.

7. **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.

8. **Performance of Works**

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.

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.

9. **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.

10. **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.

11. **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.

12. **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.

13. **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.

14. **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"	Location Plan

15. **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.

16. **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.

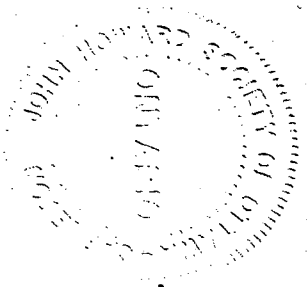
17. **Clause Headings**

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

IN WITNESS WHEREOF the Owner has hereunto affixed the corporate seal of the Company duly attested to by its proper signing officers duly authorized in that behalf.

DATED AT OTTAWA, this 12 day of July, 2016.

SIGNED, SEALED AND DELIVERED )



<sup>LCE</sup>  
THE JOHN HOWARD SOCIETY  
OF OTTAWA  
Per:  
Tina Matchett-Bianco  
Name: Tina Matchett-Bianco  
Title: Director  
Name:  
Title:  
I/We have the authority to bind the Corporation.

IN WITNESS WHEREOF the City of Ottawa has hereunto affixed its corporate seal duly attested to by its Mayor and Deputy City Clerk.

DATED AT OTTAWA, ONTARIO, this \_\_\_\_\_ day of July, 2016.

SIGNED, SEALED AND DELIVERED )

Approved for Execution  
SM/LCE  
City Solicitor

CITY OF OTTAWA  
Per: [Signature]  
Jim Watson, Mayor  
M.R.O.  
~~Deputy~~ Deputy City Clerk  
M. Rick O'Connor  
I/We have authority to bind the Corporation

M.R.O.

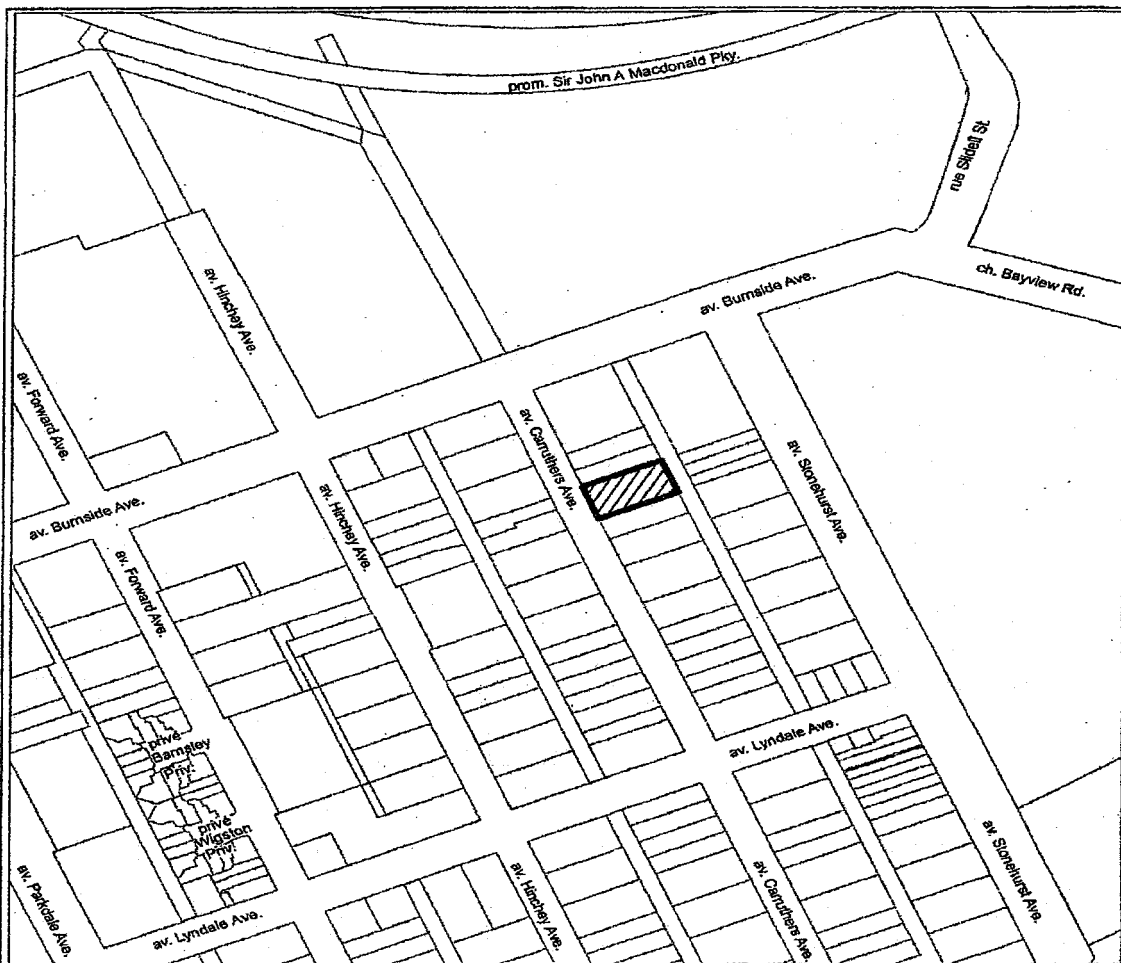
**SCHEDULE "A"****DESCRIPTION OF PROPERTY TO WHICH THIS  
AGREEMENT APPLIES**

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.
Part of Lot 3, Plan 35 east side of Carruthers Avenue as in NS108766; Ottawa/Nepean; City of Ottawa; and Lot 4, Plan 35 east side of Carruthers Avenue as in NS108766; Ottawa/Nepean; City of Ottawa	04096-0254 (LT)



**SCHEDULE "B"**  
**LOCATION PLAN**



		LOCATION MAP / PLAN DE LOCALISATION DEMOLITION CONTROL / RÉGLEMENTATION DES DÉMOLITIONS
D07-05-16-0002	16-0585-C	
I:\CO\2016\ Demolition \ Carruthers 59		
Official data is owned by Teramet Enterprises Inc. and its suppliers. All rights reserved. May not be published without permission. TOUTES LES DONNÉES SONT PROPRIÉTÉ DE TERAMET ENTREPRISES INC. ET DE SES FOURNISSEURS. TOUS DROITS RÉSERVÉS. NE PEUT ÊTRE REPRODUIT SANS AUTORISATION. CECI N'EST PAS UN PLAN D'AMÉNAGEMENT.		
REVISION / RÉVISION - 2016 / 05 / 02		

**59, av. Carruthers Ave.**