



Bylaw #2009-19

Disclaimer:

This information has been provided solely for research convenience. Official bylaws are available from the Office of the City Clerk and must be consulted for purposes of interpretation and application of the law.

BYLAW NO. 2009-19

THE WILLOUGHBY AND DUNCAN BUILDING TAX EXEMPTION BYLAW, 2009

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a tax exemption to the owners of property located at 1839 Scarth Street that qualifies under the Downtown Residential Incentives Policy (DRIP).

Authority

- 2 The authority for this Bylaw is section 262(4) of *The Cities Act*.

Scope of Exemption

- 3 The listed properties in section 4 shall receive an exemption for all property taxes imposed against the property for five years commencing January 1, 2009 and ending December 31, 2013, unless sooner ended pursuant to the provisions of the Tax Exemption Agreement for the property.
- 4 The following exemptions shall apply only if the unit is maintained as a residential dwelling:
 - (a) the property located at 201 – 1839 Scarth Street and legally described as:

Unit #6 in Condo Plan #101890739 with 329/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
 - (b) the property located at 202 – 1839 Scarth Street and legally described as:

Unit #7 in Condo Plan #101890739 with 436/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
 - (c) the property located at 203 – 1839 Scarth Street and legally described as:

Unit #8 in Condo Plan #101890739 with 578/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0

Approved as to form this _____ day of _____, 200_____.

City Solicitor

- (d) the property located at 204 – 1839 Scarth Street and legally described as:
- An undivided $\frac{1}{2}$ interest in Unit #9 in Condo Plan #101890739 with 493/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (e) the property located at 205 – 1839 Scarth Street and legally described as:
- Unit #10 in Condo Plan #101890739 with 340/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (f) the property located at 206 – 1839 Scarth Street and legally described as:
- Unit #11 in Condo Plan #101890739 with 361/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (g) the property located at 301 – 1839 Scarth Street and legally described as:
- Unit #12 in Condo Plan #101890739 with 335/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (h) the property located at 302 – 1839 Scarth Street and legally described as:
- Unit #13 in Condo Plan #101890739 with 440/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (i) the property located at 303 – 1839 Scarth Street and legally described as:
- Unit #14 in Condo Plan #101890739 with 585/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (j) the property located at 304 – 1839 Scarth Street and legally described as:
- Unit #15 in Condo Plan #101890739 with 499/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0

- (k) the property located at 305 – 1839 Scarth Street and legally described as:
Unit #16 in Condo Plan #101890739 with 348/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (l) the property located at 306 – 1839 Scarth Street and legally described as:
Unit #17 in Condo Plan #101890739 with 374/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (m) the property located at 401 – 1839 Scarth Street and legally described as:
Unit #18 in Condo Plan #101890739 with 488/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (n) the property located at 402 – 1839 Scarth Street and legally described as:
Unit #19 in Condo Plan #101890739 with 585/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (o) the property located at 403 – 1839 Scarth Street and legally described as:
Unit #20 in Condo Plan #101890739 with 500/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (p) the property located at 404 – 1839 Scarth Street and legally described as:
Unit #21 in Condo Plan #101890739 with 357/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0
- (q) the property located at 405 – 1839 Scarth Street and legally described as:
Unit #22 in Condo Plan #101890739 with 339/10000 shares of common property in Condominium Parcel #161609070
Reference Land Description: Condo Plan No. 101890739, Extension 0

Agreement

- 5 The exemptions in section 4 shall be governed by the form of Tax Exemption Agreement attached hereto as Schedule “A”.

6 The exemptions in section 4 shall apply to a subsequent owner of an exempt property if the new owners:

- (a) maintain the unit as a residential unit; and
- (b) comply with the terms of the applicable Tax Exemption Agreement.

7 The City Clerk is authorized to sign and seal the Agreements in section 4 on behalf of the City of Regina.

8 The General Manager of Planning and Development is authorized to approve any amendments to the Agreements that do not affect the amount of the exemption.

Coming Into Force

9 This Bylaw comes into force on the day of passage of the Bylaw, or on the date the Agreement is executed, whichever is later.

READ A FIRST TIME THIS 23rd DAY OF March 2009.

READ A SECOND TIME THIS 23rd DAY OF March 2009.

READ A THIRD TIME AND PASSED THIS 23rd DAY OF March 2009.

P. FIACCO
Mayor

J. SWIDNICKI
City Clerk (SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule "A"
TAX EXEMPTION AGREEMENT
"Street Address", Regina, Saskatchewan

Agreement dated _____, 2009

Between:

CITY OF REGINA
(the "City")

- and -

"Full Name of Owner"
(the "Owner")

The Parties agree as follows:

Definitions

1. In this Agreement:

"Property" means the portion of real property owned by "Full Name of Owner" being converted to residential condominium apartment dwelling unit, which property is civically known as "Street Address" and legally described as:

"Insert Legal Description"

"Manager" means the General Manager, Planning and Development Division.

"Unit" means one or more dwelling units built on behalf of the Owner in the Property.

City's Covenants

Tax Exemption

- 2.(1) Pursuant to subsection 262(4) of *The Cities Act*, and subject to the terms of this Agreement, the City exempts the Property from taxation for the years 2009 to 2013.
- 2.(2) Notwithstanding subsection (1), the tax exemption does not apply to portions of the Property used or intended to be used for non-residential purposes.

Terms and Conditions

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3. The scope of the tax exemption including the calculation of any percentage or proportion and the determination of any use or cost, shall be conclusively determined by the City Assessor, subject to any statutory right of appeal against the assessment of the Land or Improvement.
4. The amount of the assessment is subject to change in future years.
5. The tax exemption granted pursuant to this Agreement does not include special taxes, local improvement levies, utility charges, development fees or other such charges or fees properly imposed by the City or other taxing authority.
6. The tax exemption shall apply only to the real property assessed to the Owner or assessed to the subsequent individual owners of the Units if and when the Units have been registered pursuant to *The Condominium Property Act, 1993*, and actually and exclusively used by the Owner, its assigns or the individual Unit owners.

Owner's Covenants

7. The Owner shall promptly:
 - (a) notify the City of any occurrences which would, pursuant to the Agreement, discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documents requested by the City Assessor for the purpose of assessing the Property; and
 - (c) provide the Manager with any information, documentation, or access to the Land or Improvement requested by the Manager to confirm compliance with the terms of this Agreement.

Continuation

8. The tax exemption will continue only for so long as the Owner complies with the terms of this Agreement.
- 9.(1) The tax exemption will cease if the Owner:
 - (a) becomes bankrupt or insolvent or is so adjudged;
 - (b) makes a general assignment for the benefit of creditors;
 - (c) substantially changes its operations such that the Property is no longer being used for condominiums or dwelling units, unless such change has been expressly approved in writing by the City;
 - (d) ceases to operate entirely;
 - (e) does not keep the taxes current on portions of the Land or Improvement which are not exempt; or
 - (f) does not adhere to the Development Schedule.

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- 9.(2) If the tax exemption ceases by reason of an event in subsection (1) occurring after December 31, 2009, the Property will be taxable on a pro-rated basis for the portion of the year during which the tax exemption granted no longer continues.

Notices

- 10.(1) Any notice required or permitted to be given to either Party pursuant to this Agreement shall be in writing and may be delivered to the Party in person, or to its authorized agent, or by sending it by prepaid registered mail, addressed:

To the City: City Clerk
 2476 Victoria Avenue
 P.O. Box 1790
 Regina, Saskatchewan S4P 3C8

To the Owner: “Full Name of Owner”
 “Full Address of Owner”

or to such alternate address as either Party may, from time to time, by notice advise.

- 10.(2) If a notice is mailed pursuant to subsection (1), it is deemed to be given on the third business day after the date of such mailing.
- 10.(3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

Amendments

- 11.(1) The Agreement may be amended by agreement between the Parties.
- 11.(2) For the purposes of subsection (1), the Manager may authorize any amendments to the Agreement.

General

- 12.(1) This Agreement is not assignable without the prior written consent of the City.
- 12.(2) Notwithstanding subsection (1), if the Owner registers a condominium plan with respect to the Property, the Owner and the City agree that the Owner will assign this Agreement to the condominium corporation.
13. In the event that this Agreement or any part of it is found to be invalid or ultra vires of Council, then the City shall not be liable to the Owner for any amount of the tax exemption which would otherwise have been granted to the Owner.
14. The City may register this Agreement in the Land Titles Registry, Saskatchewan Land Registration District.

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15. This Agreement is effective as of January 1, 2009.

In witness whereof, the Parties have executed the Agreement on the date first written above.

CITY OF REGINA

City Clerk

Witness

“Name of Owner”

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AFFIDAVIT OF EXECUTION

CANADA)
PROVINCE OF SASKATCHEWAN)

I, "Full Name of Witness", of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see "Full Name of Owner" named in the within instrument, who are personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein;
- 2 The same was executed at Regina, Saskatchewan, on _____, 200____, and that I am the subscribing witness thereto;
- 3 I know "Full Name of Owner", and she/he is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
Regina, Saskatchewan,)
on _____ 200__ .)
)
)
)

Signature of Witness

A COMMISSIONER FOR OATHS in
and for the Province of Saskatchewan OR
Being a Solicitor.
My Commission expires _____

ABSTRACT

BYLAW NO. 2009-19

THE WILLOUGHBY AND DUNCAN BUILDING TAX EXEMPTION BYLAW,
2009

PURPOSE: To provide a tax exemption to the owners of property that qualifies under the Downtown Residential Incentives Policy (DRIP).

ABSTRACT: The Bylaw provides a tax exemption for the years 2009 to 2013 for properties located at Units 6 to 22 – 1839 Scarth Street, Regina, SK. The exemption is governed by a tax exemption agreement between the parties.

STATUTORY AUTHORITY: Section 262(4) of *The Cities Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Downtown Residential Incentives Policy, City Council Meeting, February 22, 1999, CR99-26

AMENDS/REPEALS: N/A

CLASSIFICATION: Administrative

INITIATING DIVISION: Planning and Development Division

INITIATING DEPARTMENT: Planning and Sustainability Department

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