

BYLAW NO. 2018-50

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR
HENDERSON TERRACE LOCATED AT 3038-3060 18TH AVENUE BYLAW, 2018

THE COUNCIL OF THE CITY OF REGINA ENACTS AS FOLLOWS:

Purpose

- 1 The purpose of this Bylaw is to provide a heritage property tax exemption to the owners of property located at 3038-3060 18th Avenue pursuant to the City of Regina's Heritage Building Rehabilitation Program.

Authority

- 2 The authority for this Bylaw is clause 28(a) of *The Heritage Property Act*.

Exemption

- 3 An exemption for taxation pursuant to the City of Regina's Heritage Building Rehabilitation Program is granted for the real property owned by Maureen Avril Harrison, Brenda Beckman-Long, Timothy Long, Feyawz Rojan, Elizabeth Magee, Joel Gordon Houseman, Michael David Cotcher, Brenda Irene Babey and Stephanie Rathwell (the "Owners"), located at 3038-3060 18th Avenue and legally described as:

Units 1-8
Condo Plan No. 78R58518 Ext 4
as described on Certificate of Title 01RA23994

Scope of Exemption

- 4 The City shall exempt from taxation, or provide a partial exemption for, the Property in an amount equal to the lesser of:
- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owners in completing the Conservation Plan on the Property; or
 - (b) an amount equivalent to the total property taxes on the Property payable for the years 2019 to 2028, inclusive.
- 5 Notwithstanding section 3 of the attached Agreement, the term of this Agreement may be extended until 2029 at the sole discretion of the Director where there have been unanticipated construction delays.

Agreement

- 6 The exemption in sections 3, 4 and 5 shall be governed by the attached Agreement between The City of Regina and the Owners marked as Schedule "A".

Approved as to form this _____ day of _____, 20____.

City Solicitor

- 7 The City Clerk is authorized to sign and seal the Agreements in section 6 on behalf of the City of Regina.
- 8 The Executive Director, City Planning and Development is authorized to determine whether the work done to the property is eligible for a tax exemption within the meaning of the Agreement.

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 17th DAY OF December 2018.

READ A SECOND TIME THIS 17th DAY OF December 2018.

READ A THIRD TIME AND PASSED THIS 17th DAY OF December 2018.

Mayor

City Clerk

(SEAL)

CERTIFIED A TRUE COPY

City Clerk

Schedule “A”

**HERITAGE PROPERTIES
TAX EXEMPTION AGREEMENT
3038-3060 18th Avenue – Henderson Terrace – Unit Owners of Leopold Homes
Condominium Corporation**

Agreement dated _____, 201__
(City Clerk to put in date)

Between:

THE CITY OF REGINA
(the "City")

- and -

**MAUREEN AVRIL HARRISON, BRENDA BECKMAN-LONG, TIMOTHY LONG,
FEYAWZ ROJAN, ELIZABETH MAGEE, JOEL GORDON HOUSEMAN,
MICHAEL DAVID COTCHER, BRENDA IRENE BABEY AND
STEPHANIE RATHWELL**
(the "Owners")

The Parties agree as follows:

Definitions

1 In this Agreement:

“Conservation Consultant” means a duly qualified professional architect or engineer or other person with substantial knowledge and experience in respect of the conservation of heritage buildings and structures;

“Conservation Plan” means the work on the Property as described in the Heritage Conservation Plan for Henderson Terrace attached as Schedule “A” and as determined by the Director to be eligible conservation plan items for consideration pursuant to the City’s Heritage Building Rehabilitation Program;

“Director” means the person occupying the position of Executive Director, City Planning and Development or his/her designate of the City;

“education portion of the property taxes” means the property taxes levied by the City pursuant to *The Education Property Tax Act* on behalf of the Government

of Saskatchewan for the benefit of the Board of Education of the Regina School Division No. 4 and the Board of Education of the Regina Roman Catholic Separate School Division No. 81 of Saskatchewan;

“Heritage Alteration Permit” means the permit approval given by the City to alter the Property;

“Property” means the real property located at 3038, 3040, 3044, 3048, 3052, 3054, 3056, 3060 18th Avenue, Regina, Saskatchewan and legally described as:

Units 1-8
Condo Plan No. 78R58518 Ext 4
as described on Certificate of Title 01RA23994

“Site Review Report” means a report prepared by a Conservation Consultant that includes the following:

- (a) photographs and a description of the inspected work in progress on the Property and materials delivered to the site;
- (b) confirmation that the work on the Property and materials used conform to the Conservation Plan and any related drawings and specifications.

Authority

2 The Owners represent and warrant to the City that:

- (a) they have the power, authority and capacity to enter into this Agreement and to carry out its respective obligations under this Agreement;
- (b) they have obtained all necessary approvals required to carry out the Conservation Plan with respect to the Property, including any approvals from the condominium corporation constituted with respect to the Property; and
- (c) the obligations under this Agreement do not conflict with any bylaws enacted by the condominium corporation constituted with respect to the Property or any agreements that exist between the unit owners and the condominium corporation.

Tax Exemption

3(1) Pursuant to section 28(a) of *The Heritage Property Act*, and subject to the terms of this Agreement, the City shall exempt from taxation, or provide a partial exemption to the Property in an amount equal to the lesser of:

- (a) 50 percent of the actual cost incurred by, or on behalf of, the Owners in completing the Conservation Plan on the Property; or
 - (b) an amount equivalent to the total property taxes on the Property payable for the years 2019 to 2028, inclusive.
- (1.1) Where the work to the Property is work to the common property of the condominium corporation, the City Assessor has the discretion to determine the amount of the exemption for each unit based on the proportionate share of the unit factors associated with the unit.
- (2) Notwithstanding subsection (1), where on an annual basis the exemption of the education portion of the property taxes for the parcel would be equal to \$25,000 or more, the exemption of the education portion of the property taxes is subject to the annual approval of the Government of Saskatchewan.
- (3) Where the Government of Saskatchewan does not approve of the exemption of the education portion of the property taxes or reduces the amount of the proposed exemption, the City shall reduce the exemption of the education portion of the property taxes in accordance with the Government of Saskatchewan's decision.
- (4) Where the exemption of the education portion of the property taxes is not approved or is reduced, the Owners will be required to pay the balance of the education portion of the property taxes and the City shall not be liable to the Owners for any amount of the tax exemption which would have otherwise been granted to the Owners.
- 4 Notwithstanding subsection 3(1) of this Agreement, the tax exemption may commence in 2020 and extend until 2029 at the sole discretion of the Director where there have been unanticipated construction delays.
- 5(1) If the Owners fail to commence the work in the Conservation Plan in accordance with this Agreement within two years after this Agreement is signed, this Agreement will be automatically terminated for all purposes, and the City will not be obligated to provide any tax exemption.
- (2) Notwithstanding sections 3 and 4 of this Agreement, the term of this Agreement shall not extend past December 31, 2029.

Owners' Covenants

6 The Owners agrees that:

- (a) the Property will be used in accordance with this Agreement;

- (b) the Owners, to the City's satisfaction, as soon as reasonably possible after the issuance of any required permits, will commence work on the conservation of the Property in accordance with any required permits and the Conservation Plan and thereafter will diligently carry out such work until the Property is conserved in accordance with any required permits, the Conservation Plan and this Agreement;
- (c) notwithstanding any other provision, the Owners, to the City's satisfaction will fully complete the Conservation Plan by no later than ten years after the signing of this Agreement;
- (d) the Owners will ensure that at all times during the conservation, the Property is adequately secured, supported and otherwise protected in all respects from damage or injury of any kind;
- (e) the Owners will ensure that the Conservation Plan is carried out lawfully in all respects at all times, and without limitation to the generality of the foregoing, the Owners will ensure that, prior to commencement and during the Conservation Plan it has obtained and holds valid and unexpired permits for the work done on the Property;
- (f) the Owners shall, prior to carrying out the Conservation Plan, obtain and hold a Heritage Alteration Permit. The Owners shall submit an application for a Heritage Alteration Permit within 120 days of the date of this Agreement and shall submit any schedules, reports and drawings required as part of the application.
- (g) the Owners will retain a Conservation Consultant to prepare and supervise the preparation of the Conservation Plan, including without limitation, all necessary architectural drawings for and to supervise the planning and carrying out of the Conservation Plan, and the Owners will ensure that the Conservation Plan is prepared, planned and carried out in that way;
- (h) the Owners, in carrying out the Conservation Plan, will notify the City and obtain its explicit prior written approval from the Director for any deviation from or modification to the Conservation Plan; and
- (i) on completion of the Conservation Plan, the Owners will deliver to the City a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the Conservation Plan, and upon issuance of verification by the Director that the Property has been completed to the City's satisfaction the Conservation Plan will be considered to be complete.

- 7 The Owners shall promptly:
- (a) notify the City of any occurrences which would, pursuant to this Agreement, discontinue or terminate the tax exemption;
 - (b) provide the City Assessor with any information or documentation requested by the City Assessor to complete and check the assessment of the Property;
 - (c) provide the Director with any information, documentation, or access to the Property requested by the Director to check the progress of construction for the purposes of this Agreement.
- 8 The Owners shall ensure that the Property retains its formal heritage designation as Municipal Heritage Property, in accordance with *The Heritage Property Act*.
- 9(1) Upon completion of the Conservation Plan, or in the alternative, upon completion of an item of the Conservation Plan, the Owners shall submit to the Director:
- (a) a written report, prepared, signed and certified by the Conservation Consultant, showing that the work has been completed in accordance with the Conservation Plan, and upon issuance of verification by the Director that the work has been completed to the City's satisfaction the Conservation Plan will be considered to be complete;
 - (b) the written report will be submitted by September 30 of each year and will align with itemized receipts made for actual costs incurred in the form of an itemized annual progress claim which corresponds with the work items identified in the Conservation Plan and any related drawings and or specifications; and
 - (c) a Site Review Report which corresponds with the payments outlined in clause (b) that is prepared by a Conservation Consultant to verify the receipts provided in the progress claim.
- (2) If a work item that is submitted does not qualify as a Conservation Plan item, then it shall not be included for the purposes of calculating this tax exemption.
- (3) The Director may request further documentation from the Owners and may independently gather estimates as to the Conservation Plan to confirm the authenticity of the documentation of payments made for actual costs incurred (i.e. itemized invoices and receipts).

- (4) In the event that actual costs exceed the corresponding estimates by more than 10 percent, the Owners shall provide full particulars as to the reason(s) for such overruns.
 - (5) It is understood that the City may decline to approve any cost overrun, or portion thereof, if considered not to be reasonably or necessarily incurred for the Conservation Plan.
 - (6) The tax exemption will not be granted unless and until the Director receives the documentation required by this section and has confirmed the authenticity of the same.
 - (7) The Director will conclusively determine the cost of Conservation Plan items in Schedule "A" after he or she has viewed the estimates and received information pursuant to section 9.
- 10 Upon completion of the Conservation Plan, or portion thereof, the Director:
- (a) shall review the documentation submitted pursuant to section 9;
 - (b) may inspect the Property to confirm the completion of the Conservation Plan, or portion thereof; and
 - (c) shall certify the amount of the tax exemption to be conferred pursuant to this Agreement.
- 11 Once the Director has certified the amount(s) of the exemption to be granted to the Owner, the Director shall provide the particulars of the amount(s) to the City Assessor.
- 12(1) For 2019, the tax exemption shall only be applied where the Conservation Plan items or portion thereof is completed and submitted to the City prior to September 30, 2018 and shall be limited to 50 per cent of eligible expenditures.
- (2) For tax years after 2019, the Conservation Plan items or any portion thereof completed and submitted to the City by September 30 in each year shall be eligible for an exemption in the following years and shall be limited to 50 percent of eligible expenditures.

Termination

- 13(1) The tax exemption shall continue only for so long as the Owners comply with the terms of this Agreement.

- (2) Where the Owners have not complied with a term of the Agreement, the City may terminate the Agreement by notice to the Owners.
- 14(1) The tax exemption shall cease if:
- (a) the Owners become bankrupt or insolvent or is so adjudged;
 - (b) the Owners make a general assignment for the benefit of creditors;
 - (c) the improvements on the Property do not conform to all civic and provincial laws governing the construction and use of the improvements, including any permits, zoning bylaws, *The Uniform Building and Accessibility Standards Act* and *The Planning and Development Act, 2007*; or
 - (d) there are outstanding taxes (including special taxes, local improvement levies, utility charges, and any other such charges or fees added to the taxes) owing on the Property which are not exempt.
- 15 If the City terminates the Agreement pursuant to section 13, or if the tax exemption ceases pursuant to section 14, the Property shall be taxable on a pro-rated basis for that portion of the year during which the exemption granted no longer continues.
- 16 The scope of the tax exemption, including 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 Property.
- 17 The amount of the assessment is subject to change in future years.
- 18 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.
- 19 This Agreement will be void if there are outstanding taxes owing on the Property as of the date this Agreement is signed.

Notices

- 20(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 mail, addressed:

To the City at:

City Clerk
City of Regina
2476 Victoria Avenue
P.O. Box 1790
Regina, SK S4P 3C8

To the Owners at the following addresses:

Maureen Avril Harrison
3116 College Avenue
Regina, SK
S4T 1V7

Brenda Beckman-Long and Timothy Long
3056 18th Avenue
Regina, SK
S4T 1W6

Feyawz Rojan
3054 18th Avenue
Regina, SK
S4T 1W6

Elizabeth Magee
3052 18th Avenue
Regina, SK
S4T 1W6

Joel Gordon Houseman
3048 18th Avenue
Regina, SK
S4T 1W6

Michael David Cotcher
3044 18th Avenue
Regina, SK
S4T 1W6

Brenda Irene Babey
3040 18th Avenue
Regina, SK

S4T 1W6

Stephanie Rathwell
3038 18th Avenue
Regina, SK
S4T 1W6

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

- (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.
- (3) If postal service is interrupted or substantially delayed, any notice shall be hand-delivered.

General

- 21(1) The Owners release, indemnify and save harmless the City and all City personnel, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor and own client basis:
- (a) which the City or any City personnel may suffer or incur, in the case of the indemnity contained herein; and
 - (b) which the Owners or its directors, officers, employees, contractors, agents or licensees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:
 - (i) this Agreement;
 - (ii) the City withholding any permits in respect of the Property, until the Owners have fully complied with all requirements of the City in this Agreement and otherwise applicable to the Property;
 - (iii) the issuance of any permit in respect of the Property;
 - (iv) any release of this Agreement or the loss of any of the rights granted under this Agreement; and/or
 - (v) the non-compliance, if any, of the Property with any City bylaw.

- (2) The releases and indemnities set out in subsection (1) shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement.

Waiver

- 22 The Owners acknowledge and agree that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver nor will any single or partial exercise by the City of any right under this Agreement preclude any other future exercise of any right. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City will be deemed to be in addition to and not, except as expressly stated, restrictive of the remedies of the City at law or in equity.
- 23 Time shall be of the essence in the performance of the Parties' respective obligations.

Enforcement

- 24 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

Enurement

- 25 This Agreement shall enure to the benefit of and be binding upon the Owners and its successors and trustees and this Agreement shall charge and run with the Property and shall enure to the benefit of and be binding upon the Owners' successors in title and their respective trustees and successors in title and all parties claiming through such owners.
- 26(1) This Agreement may be amended by written agreement between the Parties.
- (2) For the purposes of subsection (1), the Executive Director may authorize any amendments to the Agreement on behalf of the City.
- 27 If this Agreement or any part of it is found to be invalid or ultra vires of the Regina City Council, then the City shall not be liable to the Owners for any amount of the invalid or unlawful exemption which would otherwise have been granted to the Owners.
- 28 This Agreement shall not become effective until adopted by bylaw of City Council of the City and fully executed by the parties to the Agreement.

- 29 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered to all of the parties shall be deemed to be and shall be read as a single agreement among the parties.
- 30 The parties agree that the Agreement may be transmitted by facsimile, email or such similar device and that the reproduction of signatures by facsimile or such other device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures.

The City of Regina

Per: _____ {seal} Date: _____
The City Clerk

The Owners

Maureen Avril Harrison _____
Witness Date: _____

Brenda Beckman-Long _____
Witness Date: _____

Timothy Long _____
Witness Date: _____

Feyawz Rojan _____
Witness Date: _____

Elizabeth Magee _____
Witness Date: _____

Joel Gordon Houseman _____
Witness Date: _____

_____	_____	Date: _____
Michael David Cotcher	Witness	

_____	_____	Date: _____
Brenda Irene Babey	Witness	

_____	_____	Date: _____
Stephanie Rathwell	Witness	

SCHEDULE “A”

CONSERVATION PLAN ITEMS Units 1 – 8 Condo Plan 78R58518 – 18th Avenue – Henderson Terrace	ESTIMATED COST
<p>The conservation plan items, as described in the Heritage Conservation Plan for Henderson Terrace as attached below, consist of repair of exterior brick face and stucco and masonry repointing; repair of stucco sills, replacement and/or repair of windows; wood shake replacement on dormer walls; repair and/or replacement of south porches and reinstating original landscaping.</p> <p>Replacement window and door materials may include wood, fibreglass or metal-clad wood but not PVC. Metal-clad wood will only be considered after wood and fibreglass materials have been fully explored to the City’s satisfaction. The approved replacement design for all windows and doors will be established under the Heritage Alteration Permit and will become the standard for all windows and doors replaced within the term of this contract and beyond.</p> <p>Eligible costs will also include the cost of retaining professional architectural or engineering services.</p>	
TOTAL ESTIMATE OF ELIGIBLE COSTS	\$418,990.00

The Conservation Plan follows this page as Appendix “A”.

Affidavits from witnesses are required for each owner signing this agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **MAUREEN AVRIL HARRISON** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **MAUREEN AVRIL HARRISON**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
)
)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Maureen Avril Harrison sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **BRENDA BECKMAN-LONG** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **BRENDA BECKMAN-LONG**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Brenda Beckman-Long sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **TIMOTHY LONG** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **TIMOTHY LONG**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Timothy Long sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **FEYAWZ ROJAN** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **FEYAWZ ROJAN**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Feyawz Rojan sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **ELIZABETH MAGEE** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **ELIZABETH MAGEE**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Elizabeth Magee sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **JOEL GORDON HOUSEMAN** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **JOEL GORDON HOUSEMAN**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Joel Gordon Houseman sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **MICHAEL DAVID COTCHER** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **MICHAEL DAVID COTCHER**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Michael David Cotcher sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **BRENDA IRENE BABEY** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **BRENDA IRENE BABEY**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Brenda Irene Babey sign the tax exemption agreement.

AFFIDAVIT OF EXECUTION

CANADA)
 PROVINCE OF SASKATCHEWAN)

I, _____, of Regina, Saskatchewan, MAKE OATH AND SAY THAT:

- 1 I was personally present and did see **STEPHANIE RATHWELL** named in the within instrument, who is 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 _____ (date), and that I am the subscribing witness thereto;
- 3 I know **STEPHANIE RATHWELL**, and he/she is in my belief the full age of eighteen years.

SWORN BEFORE ME at)
 Regina, Saskatchewan, on _____)
 on _____, 201____)
 _____)
 _____)

 Signature of Witness

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

NOTE – City employees should not sign this document as either the witness or the Commissioner for Oaths

This document needs to be filled out by the person who witnesses Stephanie Rathwell sign the tax exemption agreement.

ABSTRACT

BYLAW NO. 2018-50

THE CONSERVATION OF HERITAGE PROPERTIES TAX EXEMPTION FOR HENDERSON TERRACE LOCATED AT 3038-3060 18TH AVENUE BYLAW, 2018

PURPOSE: To provide a heritage property tax exemption to the owners of property located at 3038-3060 18th Avenue, Regina, SK.

ABSTRACT: The owners of the property located at 3038-3060 18th Avenue will receive a heritage property tax exemption, which is governed by a tax exemption agreement between the parties.

**STATUTORY
AUTHORITY:** Clause 28(a) of *The Heritage Property Act*.

MINISTER'S APPROVAL: N/A

PUBLIC HEARING: N/A

PUBLIC NOTICE: N/A

REFERENCE: Finance and Administration Committee, September 4, 2018, FA18-13

AMENDS/REPEALS: N/A

CLASSIFICATION: Executory

INITIATING DIVISION: Community Planning and Development

INITIATING DEPARTMENT: Development Services

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