

**Mayor Michael Fougere and Members of Council,**

**Re: Proposed Heritage Designation 3160 Albert St. – September 24, 2019**

Good evening,

My name is Ross Keith, my wife Susan and I are the owners of Nicor Group, a local Development, Construction and Real-Estate company with extensive experience developing heritage properties here in Regina. Nicor has not been hired or paid for its multiple appearances at Council and committee meetings and has no financial interest in this property. We are here because we consider Heritage Conservation as an essential component of community identity and community revitalization.

Furthermore, we are proud that our City Council has recognized the importance of heritage conservation for many years. The recent improvements to the Heritage Holding Bylaw, including the new Thematic Framework and the Heritage Building Rehabilitation Program, have placed Regina at the leading edge in Canada for Heritage Conservation. We are also here to support the designation of 3160 Albert St. as a Heritage Property and to provide some new information, which supports the course of action the City has taken on this file.

**Structural Issues**

I engaged structural engineer Warren Gagnon (formerly of BBK) to prepare a report, with cost estimate, as to the structural condition of the Cook House (see copy attached.) The foundation is reinforced concrete which is superior to most homes of this vintage. Existing problems can be solved by underpinning the front section of the building, which can be done for an estimated \$165,000. In our opinion an “invasive” report is not necessary.

**Unconditional Offer to Purchase**

A prospective purchaser was satisfied that the Gagnon report adequately dealt with structural issues and an unconditional offer to purchase 3160 Albert St. for \$650,000. This was \$25,000 more than the objectors paid for the property. (\*Note: the unconditional offer is for a designated property. See copy of offer attached.) This offer would have taken the objectors completely out of their current predicament, but it was rejected by the objectors.

The objectors began this process without a basic level of respect for the City’s existing Heritage Holding Bylaw. They should have made their initial offer conditional on getting demolition approval from the City. They did not.

The objectors have now turned down an offer for \$25,000 more than they paid and thereby gave up a second opportunity to protect themselves financially. If the owners have some financial problems with this property, it is abundantly clear that they are the authors of their own misfortune and should not be asking the City of Regina for sympathy.

In our opinion, Option 4 might make sense based on the information which was before the Provincial Heritage Review Board. The purpose of Option 4 is to take great care to avoid any unfairness to the

owners. The fact that the objectors have turned down an unconditional offer for the designated building relieves the City of any obligation in that regard.

**Recommendation**

It is our opinion that further analysis, including thousands of dollars in tax-payer money and administrative time, is unnecessary. The heritage significance of the Cook House is evident and is clearly endorsed in the Review Board's report. The financial "burdens" claimed by the current owner could easily have been mitigated through acceptance of an unconditional offer to purchase. We are requesting that you proceed with Option 2: *"Approve Bylaw 2019-7 to Designate the Cook Residence at 3160 Albert Street as a Municipal Heritage Property as Previously Presented at the March 25, 2019 City Council Meeting."*

Thank you for your continued attention to this matter.

Ross Keith  
Nicor Group



## Saskatchewan Real Estate Commission

## RESIDENTIAL CONTRACT OF PURCHASE AND SALE

Revised 2015

1180502

www.srec.ca

Nicor Realty

Daniel Torrie

(Name of Buyer's Brokerage)

(Salesperson)

2347 Cornwall Street

Regina

S4P 2L4

(306) 525-1381

(Address) (Postal Code)

(Telephone)

Lyn Goldman

GORDON'S INCORPORATED

(Names of Buyers: herein called Buyer)

(Address)

(Postal Code)

(Names of Buyers: herein called Buyer)

(Address)

(Postal Code)

HEREBY OFFER TO PURCHASE from

Carmen Lien

(Names of Sellers: herein called Seller)

(Address)

(Postal Code)

Adriana Gourgaris

(Names of Sellers: herein called Seller)

(Address)

(Postal Code)

through

(Name of Seller's Brokerage)

(Salesperson)

(Address) (Postal Code)

(Telephone)

the following described property: L; 5 B; 631 P; AP3598

(Legal description or description of mobile home on leased land)

having the following Civic Address: 3160 Albert St.

City or

RM Regina

## 1. THE TRANSACTION:

1.1 The Buyer offers to purchase the property from the Seller subject to the reservations and exceptions appearing in the existing Certificate of Title and free and clear of all encumbrances as contemplated in Section 4.6 save and except such encumbrances as are expressly agreed to be assumed by the Buyer, for the SUM (Purchase Price) of Six Hundred Twenty-Five Thousand dollars:

1.2. (a) \$ 625,000.00

Purchase Price to be paid as follows.

(b) \$ 20,000.00

Deposit by cheque ☒, cash ☐, receipt of which by the Buyer's Brokerage is hereby acknowledged and to be deposited within two business days of acceptance, to be held in trust and: (a) to be credited on account of purchase money pending completion; or (b) other termination of this contract.

(c) \$

by new mortgage (plus mortgage insurance fee, if required) to be arranged at the Buyer's expense.

(d) \$

(approx.) by assumption of the existing mortgage or agreement for sale.

(e) \$

by other financing or other conditions:

(f) \$ 605,000.00

(approx.) balance of cash, to be paid subject to the adjustments herein provided to the Seller or the Seller's solicitor on or before the Completion Day. In closing this transaction, the Seller's solicitor and the Buyer's solicitor may by agreement between them, impose and undertake trust conditions upon each other.

Buyer acknowledges that taxes, tax credits, payments and mortgage interest rate may be subject to revision.

## 2. CONDITIONS:

2.1 For resale Condominiums, the conditions set out in the attached Schedule "C" form part of this contract.

2.2 This offer is subject to the following conditions:

(a) The Buyer obtaining approval of a mortgage on the above property in the amount as set forth in paragraph 1.2(c) on/before the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(b)

Subject to the buyer at their sole discretion approving the following condition by June 30, 2019, 5pm.

-Satisfactory renovation plan

The purchaser agrees to take title to the property subject to Designation as a Municipal Heritage Property

**3. TERMS:**

- 3.1 For resale Condominiums, the terms set out in the attached Schedule "C" form part of this contract.
- 3.2 Additional terms are ☐ are not ☒ set out in the following schedule(s): \_\_\_\_\_ to this contract.
- 3.3 Unless otherwise stated herein, if the mineral title(s) for mineral commodities is/are owned by the **Seller**, the title(s) is/are included in the Purchase Price.

**4. CLOSING:**

- 4.1 The **Buyer** agrees to pay to the **Seller** interest at the Bank of Canada Overnight Rate Target at the Completion Day plus 4% per annum, on any portion of the Purchase Price, less mortgages or other encumbrances assumed, not received by the **Seller**, his/her solicitor or his/her Brokerage as at the Completion Day, the interest to be calculated from the Completion Day, until monies are received by the **Seller** or his/her solicitor. The **Seller** shall have a lien and charge against the property for the unpaid portion of the Purchase Price (with interest as aforementioned).
- 4.2 The **Seller** shall pay all costs of discharging any existing mortgage or other encumbrances against the property, not assumed by the **Buyer**.
- 4.3 Unless otherwise agreed to in writing, this contract will be completed, the Purchase Price will be fully paid and vacant possession will be delivered by 10 a.m. on the 31 day of August, 2019 (the "Completion Day"). If the Completion Day is not a business day, then conveyancing matters and payment of the Purchase Price will be completed by 12:00 noon on the preceding business day.
- 4.4 **ADJUSTMENTS** re: taxes, rents, insurance, utilities, condominium fees, expenses and other income and outgoing, to be made as at Completion Day. All adjustable items are the **Buyer's** responsibility for the entire Completion Day.
- 4.5 If the property is rented and the **Buyer** is not assuming the tenancy, then the **Seller** is responsible for all costs related to ending the tenancy and to giving vacant possession to the **Buyer**.
- 4.6 Unless otherwise agreed to in writing, the **Seller** shall transfer title to the property to the **Buyer** free and clear of all encumbrances except:
- (a) those implied by law;
  - (b) non-financial obligations now on the title, such as easements, utility right-of-way, covenants and conditions that are normally found registered against property of this nature and which do not affect the saleability of the property;
  - (c) homeowner association caveats, encumbrances and similar registrations; and
  - (d) those items the **Buyer** agreed to assume in this contract.
- Upon transfer of title to the property into the name of the **Buyer**, subject only to the aforementioned encumbrances, the **Seller** may use the proceeds of the sale from the **Buyer** to discharge the encumbrances not assumed by the **Buyer**.
- 4.7 The **Seller** agrees to prepare and execute promptly any documents required to complete this transaction. The **Seller** shall pay for the preparation of the Transfer Authorization and all fees in connection with the discharge of any **Seller's** caveat based on this contract and any encumbrances required to be removed by the **Seller**.
- 4.8 The **Buyer** agrees to prepare and execute promptly any documents required to complete this transaction. The **Buyer** shall pay for the registration costs to transfer the title into the **Buyer's** name. The costs related to any mortgage or other financing of the Purchase Price, other than an Agreement for Sale, shall be paid by the **Buyer**. Costs of any Agreement for Sale shall be borne equally by the **Buyer** and **Seller**.
- 4.9 The **Buyer** and **Seller** agree that time shall be of the essence of this contract.
- 4.10 Each party shall pay their own legal fees.
- 4.11 For the purpose of giving or receiving any notice referred to in this contract and for acceptance or revocation of this offer to purchase or any counter offer thereto, such notice, acceptance or revocation must be in writing and delivered. Any notice, acceptance or revocation to be given by any party to the other shall be deemed to be duly given when delivered by hand to such party or when such notice, acceptance or revocation is sent by facsimile to such party and receipt thereof is confirmed. Where a **Buyer's** brokerage or a **Seller's** brokerage is listed for the **Buyer** or the **Seller**, as the case may be, such notice, acceptance or revocation shall be delivered to the **Buyer's** brokerage or the **Seller's** brokerage and is deemed to be delivered to a party when given in the manner set forth herein to the brokerage representing the party.

**5. INSURANCE:**

- 5.1 Unless otherwise stated herein:
- (a) The risk of loss or damage to the property shall lie with the **Seller** until the earlier of the Completion Day or the date possession is granted to the **Buyer**.
  - (b) The **Buyer** shall obtain insurance coverage on the property upon the earlier of the Completion Day or the date possession is granted to the **Buyer**.
- 5.2 If loss or damage to the property occurs before the **Seller** is paid the Purchase Price, then any insurance proceeds shall be held in trust for the **Buyer** and the **Seller** according to their interests in the property.

**6. WARRANTIES AND REPRESENTATIONS:**

- 6.1 Unless otherwise stated herein, the **Seller** represents to the best of his/her knowledge to the **Buyer** that:
- (a) the current use of the land complies with the existing municipal land use bylaw;
  - (b) the buildings and other improvements on the land are not placed partly or wholly on any easement or utility right-of-way and are entirely on the land and do not encroach on neighbouring lands; except where an encroachment agreement is in place; and
  - (c) the location of the buildings and other improvements on the land complies with all relevant municipal bylaws, regulations or relaxations granted by the appropriate municipality prior to the Completion Day or the buildings and other improvements on the land are "non-conforming buildings" as the term is defined in *The Planning and Development Act, 2007*.
- 6.2 Unless otherwise stated herein, the **Seller** represents and warrants to the **Buyer** that:
- (a) the **Seller** has the legal right to sell the property;
  - (b) the **Seller** is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada); and
  - (c) the attached and unattached goods included herein, are owned by the **Seller** and conveyed to the **Buyer** under this contract and are in normal working order and are free and clear of all encumbrances and shall be and remain as is at the date of acceptance of this contract until completion date. The Purchase Price shall include land, buildings and attached goods, unless otherwise stated herein, and including the following unattached goods:

the house to be purchased as is



In addition, the Purchase Price shall also include the items as indicated below:

water heater	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
water softener	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
sump pump	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
alarm system (excluding monitoring contract)	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
storage shed	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
garage door opener and control(s)	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
canister and attachments for central vacuum	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>
power nozzle for central vacuum	included <input type="checkbox"/>	not included <input checked="" type="checkbox"/>

- 6.3 All of the warranties contained in this contract and any attached schedules are made as of and will be true at the Completion Day, unless otherwise agreed to in writing.
- 6.4 The **Seller** and the **Buyer** acknowledge that, except as otherwise described in this contract, there are **no other warranties, representations or collateral agreements** made by or with the other party, the **Seller's** Brokerage and the **Buyer's** Brokerage about the property, any neighbouring lands and this transaction, including any warranty, representation or collateral agreement relating to the size/measurements of the land and buildings or the existence of any environmental condition or problem and the **Buyer** hereby agrees to purchase the above described property as it stands at the price and terms and subject to the conditions above set forth.
- 6.5 The **Seller** and **Buyer** agree that the representations, warranties and covenants contained in this contract shall not merge with and shall survive the closing of the purchase and sale and the transfer of title to the property into the name of the **Buyer** and shall be enforceable by the **Buyer** after such transfer.
- 6.6 For resale Condominiums, the **Seller** warrants and agrees that on closing, the **Seller** shall provide to the **Buyer**, at the **Seller's** expense, documentation showing any material change in the Estoppel Certificate and/or Additional Items. Any particulars disclosed in the Estoppel Certificate and Additional Items shall be deemed to have been accepted and form part of the Contract of Purchase and Sale between the **Buyer** and the **Seller**.

#### 7. REMEDIES / DISPUTES:

- 7.1 If this offer is not accepted, the entire deposit and any other monies paid, without interest, shall be returned to the **Buyer**.
- 7.2 If this offer is accepted and the conditions in paragraph 2. above have not been satisfied or waived in writing by the date set forth in paragraph 2. above, the entire deposit and any other monies paid by the **Buyer** shall be forthwith returned to the **Buyer**.
- 7.3 If this offer is accepted and all conditions have been removed in writing by the date set forth in paragraph 2. above and the **Buyer** fails to execute any required conveyance or formal documents when prepared, or fails to pay any required cash payment or comply with any of the terms in this contract, this contract shall be void at the **Seller's** option. Where the defaulting party is the **Buyer**, the deposit and any other monies shall be forthwith delivered to the **Seller's** brokerage as forfeiture to the seller.
- 7.4 The **Buyer** and the **Seller** agree that the provisions of this section are an agreement to disburse the trust funds pursuant to Section 16(a) of The Real Estate Regulations.
- 7.5 If substantial damage or change to the property occurs prior to the Completion Date, including any material change in the Estoppel Certificate and/or Additional Items for Condominiums, this contract shall be terminated and the deposit shall be forthwith returned to the **Buyer**, unless the damage is repaired and the change remedied, or otherwise agreed to by the **Buyer** and **Seller** in writing.
- 7.6 The disbursement of the deposit and other monies as agreed to above is not a prohibition from the **Buyer** or the **Seller** seeking a civil remedy for a breach of this contract.

#### 8. OFFER:

- 8.1 Unless revoked sooner, this offer is open to acceptance by the **Seller** up to 5 p.m. on the 14<sup>th</sup> day of June, 2019.
- 8.2 Upon acceptance of this offer within the time prescribed in Section 8.1, this contract shall constitute a binding Contract of Purchase and Sale and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and assigns.

SIGNED AND SEALED by the **Buyer** at 10:42 a.m. on the 31 day of May, 2019  
in the presence of:

WITNESS

WITNESS

BUYER'S SIGNATURE

BUYER'S SIGNATURE

#### 9. ACCEPTANCE:

- 9.1 The **Seller** accepts the above offer together with all its terms and conditions contained therein and covenant to carry out the sale on the terms and conditions mentioned herein. I/we do further acknowledge my/our obligation to pay commissions or forfeiture and all applicable federal and provincial taxes to the **Seller's** Brokerage pursuant to the agency agreement with respect to the property. **I/WE FURTHER HEREBY IRREVOCABLY AND UNCONDITIONALLY DIRECT AND AUTHORIZE MY/OUR SOLICITOR**, as indicated by me/us below, or any other solicitor acting on my/our behalf in this sale, to pay the aforesaid taxes and commission, less the deposit hereby accepted, from the proceeds of the sale when releasable and this shall be and constitute my/our full and sufficient authority for so doing and appoints the **Seller's** brokerage as the **Seller's** irrevocable agent to demand and receive payment thereof.

SIGNED AND SEALED by the **Seller** at \_\_\_\_\_ a.m./p.mon the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
in the presence of:

WITNESS

WITNESS

BUYER'S SOLICITOR

SELLER'S SIGNATURE

SELLER'S SIGNATURE

SELLER'S SOLICITOR

The Saskatchewan Real Estate Commission is responsible for the regulation of the real estate industry.  
They may be contacted at 1-877-700-5233 toll free or 1-306-374-5233 ([www.srec.ca](http://www.srec.ca)).



W. GAGNON ENGINEERING

June 26, 2019

19-156

Nicor Group  
*Attn: Dan Torrie*  
2347 Cornwall Street  
Reginal, SK  
S4P 2L4

**COOK RESIDENCE – STRUCTURAL ASSESSMENT**  
**3160 ALBERT STREET, REGINA, SK**

Dear Mr. Torrie,

Thank you for contacting W Gagnon Engineering to visit the home at 3160 Albert Street Regina, known as the Cook Residence. The purpose of the site visit review was to review signs of foundation movement and comment on methods to stabilize and correct. I met Ross Keith at the home to discuss.

**BACKGROUND**

The following is a general description of the structure:

- Two storey home approx. 4300sqft understood to be constructed in 1929.
- Wood framed superstructure construction with rafter roof framing
- Central steel beam at basement level and structural walls through the centre of the home support main floor second floor and roof ceiling joists through.
- Cast in place concrete foundation wall supported over strip footing foundation (bearing over soils below)
- Cast in place concrete basement slab

**OBSERVATIONS**

Foundation movement observed at the residence of concern. The following observations were made at the time of review:

**Second and Main Floor**

- West portions of the home are relatively flat and true.
- East portions of the basement main and second floor were noted sloped down towards the perimeter
  - Floor slopes vary and are understood to be approximately 3"-5" over the 15' east most span.
  - Floor slope constitutes 1.5% - 3% grade

- Door between dining room and living room is distressed and original wood finishes show signs of beam deflection and foundation movement.

**Basement**

- Basement relatively flat through west portions of the basement; expected undulations of the floor, no significant heaving.
- East portion of basement slab slopes in a similar manner as the main floor. The east portion of the basement houses a recessed pool table with an assumed concrete formed pit to house the table and hydraulics.

**Exterior**

- Exterior envelope appears to be generally performing satisfactorily. Brick to exterior main to underside of second appears in satisfactory condition (limited step cracking no bulging or signs of buckling). Stucco along second to underside of roof appears in satisfactory condition (no significant cracks of immediate concern observed).

**ANALYSIS**

In general terms the building structure appears to be in fair condition. Some cracking of lath and plaster, damages to millwork and out of square door openings. Most movement observed to front half of the home; towards Albert Street, east of central beam. The current state of the home was observed with sloped floors due to foundation movement. The slopes do not appear to be a structural concern at this time. The slope of the floor is common in many homes of this age, though admittedly slightly more pronounced than some in the area of similar age.

The main purpose of this inspection was to review and comment on ongoing foundation movement which appears to be compounded upon previous movement since construction in 1929. It should be noted that Regina's soils are categorized as plastic clay and the homes foundation bear over clay soils approximately 6'-7' below grade. Most pertinent to the foundation of concern is the expansion and contraction of the soil resulting from gain and loss of the soil's moisture content. Soils are anticipated to be shrinking along this east portion because mature trees are pulling moisture from the soil. Recent dry years may have contributed and pulled additional moisture out of the soil.

More specific to the above, footing foundations bear over soils within a 15' zone below grade which geotechnical engineers categorize as 'the volatile zone'. Generally this means moisture changes cause swelling or shrinking of the clay resulting in foundation movement similar to that noted at the residence of concern. As such deeper foundations such as augured concrete piles or steel screw piles are commonly used to support foundation walls in new construction as these are embedded 20' or more below ground level (15' min from underside of foundation wall) and are understood to be more stable as a result. One could install underpinning piles to better stabilize the residence's foundations

**RECOMMENDATIONS**

Following review and discussion I propose two options for moving forward:

Foundation movement and associated sloping floor observed at the residence of concern are a serviceability issue and do not appear to be a structural issue as observed. Sloping floors for some home owners is a higher priority than for others. In general terms limiting floor slope to 1% – 2% is an acceptable limit for most owners who expect relatively flat floors. Those who are familiar with older homes in Regina may have a higher tolerance for floor slopes where 2%-4% slope is manageable; this is more consistent with that observed at the residence. The home is at the upper limit for this tolerance and to maintain the quality and value of this historic home underpinning for stabilization or partial lift would help limit future movement and correct if possible.

The wood framed home is relatively light construction and lifting from underpinning is a viable option with recent technologies available. If corrective lifting is utilized the lift must be slow to prevent damages to finishes interior and exterior.

- Budget cost for partial underpin \$140,000
- Correction of basement slab (slab lifting) \$25,000
  - Includes demo of recessed pool table concrete and placement of new concrete through footprint
  - Includes re-establishing exterior stair as required
  - *Does not include new finishes of foundation interior wood framed walls.*

It appears that the foundation movement noted has occurred over the last 80-90 years. As such correcting the foundation movement by lifting the foundation with air bags and reinforcing the supporting soils with high density foam or pressurized grout would be the most economical option. Potential for future movement remains and capacity to lift a two level home with brick and plaster clad partition walls is questionable without exterior soil excavation, use of concrete spread footings or a tight density of airbags (36" – 48" OC).

- Budget cost lift and soil reinforcing \$95,000
- Correction of basement slab (slab lifting) \$25,000



- Includes demo of recessed pool table concrete and placement of new concrete through footprint
- Includes re-establishing exterior stair as required
- *Does not include new finishes of foundation interior wood framed walls.*

Damaged finishes such as plaster, millwork and interior doors should be adjusted where problematic following foundation work. Adjust exterior landscaping to provide positive drainage away from the home.

## CONCLUSION

The undersigned has reviewed the home at 3160 Albert Street in Regina to review ongoing foundation movement and comment on potential options moving forward. The home was observed with sloping floors down to the east (Albert Street side). Damage to finishes observed through main level include cracked plaster, damaged millwork and out of square doors. As outlined above I recommend the owner review the options of:

- 1) underpin a portion whole foundation with screw piles
  - a. Budget Price      \$140,000
- 2) lift the foundation and reinforce soils below.
  - a. Budget Price      \$95,000

Restoration of basement slab and demo of recessed pool table pit (Required for both options where lifting of foundation wall involved)  
Budget Price      \$25,000

Considering our discussion and the budget pricing noted I recommend you underpin and lift the foundation with new deep foundation steel screw piles or augured cast in place piles along east foundation wall and 15-20' of east and west foundation walls. Lifting the foundation wall with airbags and reinforcing the soils below is a viable option but one with more unknowns and potential for continued movement through the east portion of the building. Considering this, the costs of each option and the anticipated long-term stability through the underpinned portions I recommend underpinning and lifting to the extent best possible.

I trust this gives you peace of mind and options moving forward. If any clarification is required please do not hesitate to contact the undersigned.

Kind Regards,

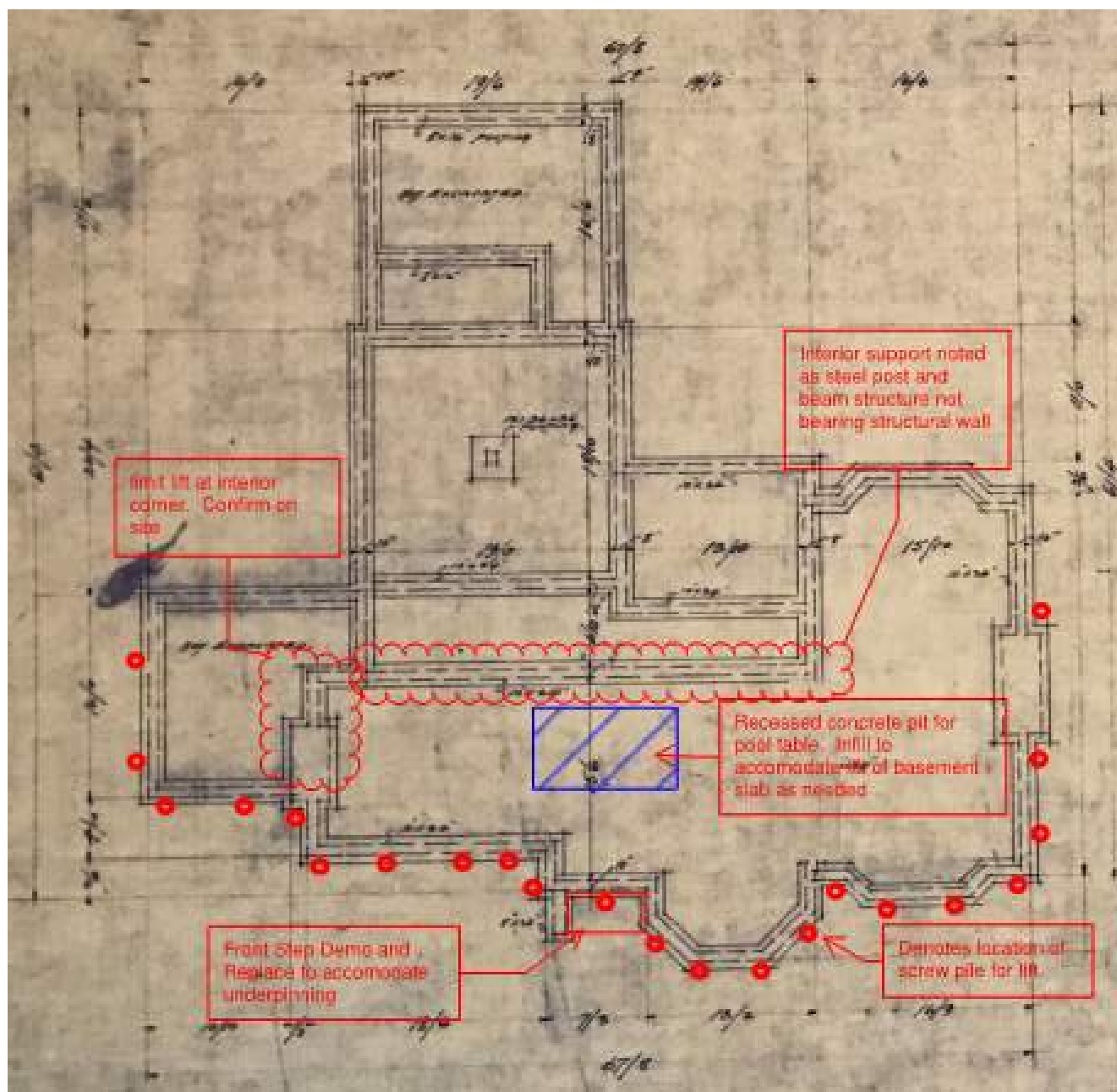
  
Warren Gagnon, P. Eng.



Pictures

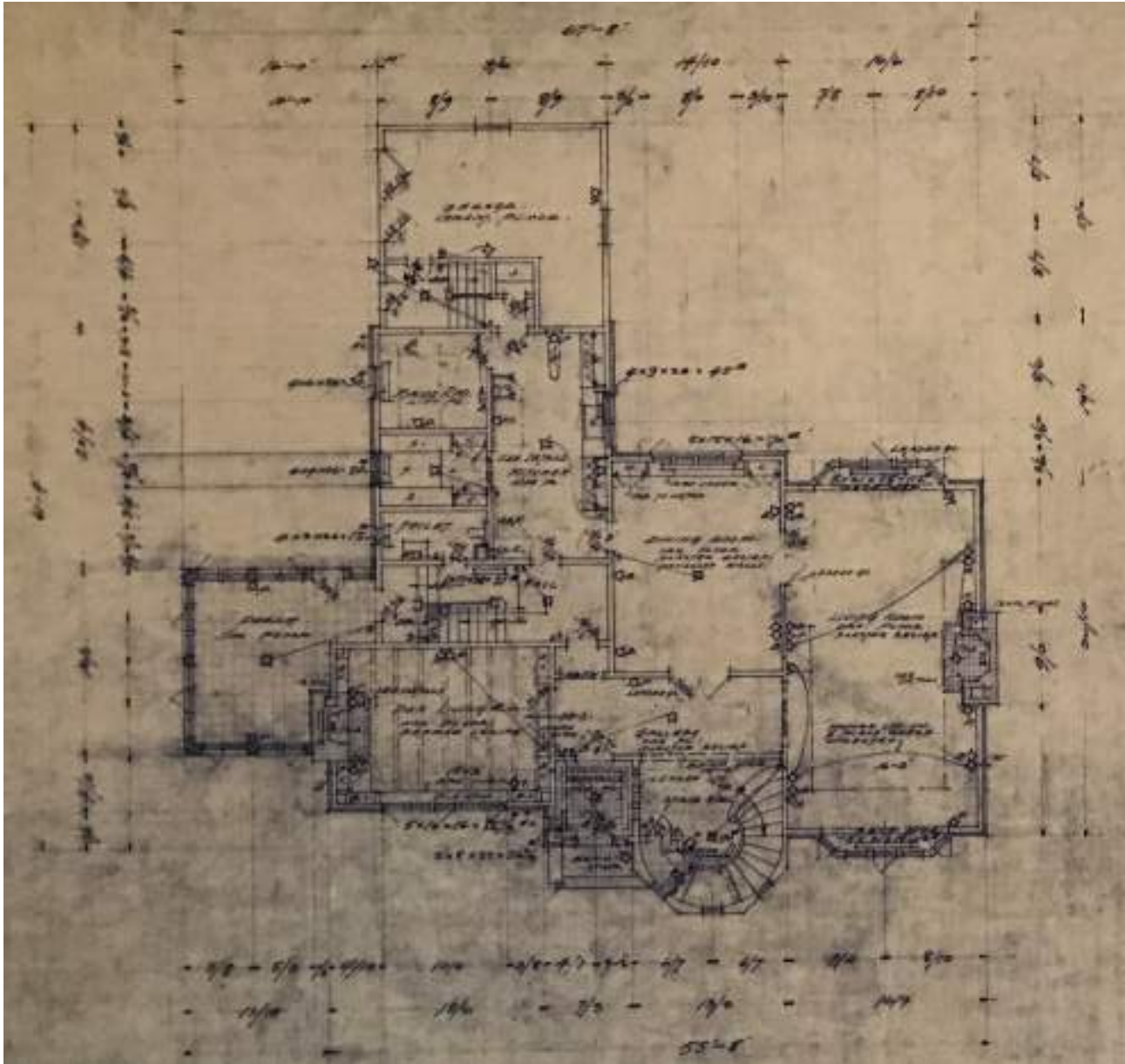


Figures



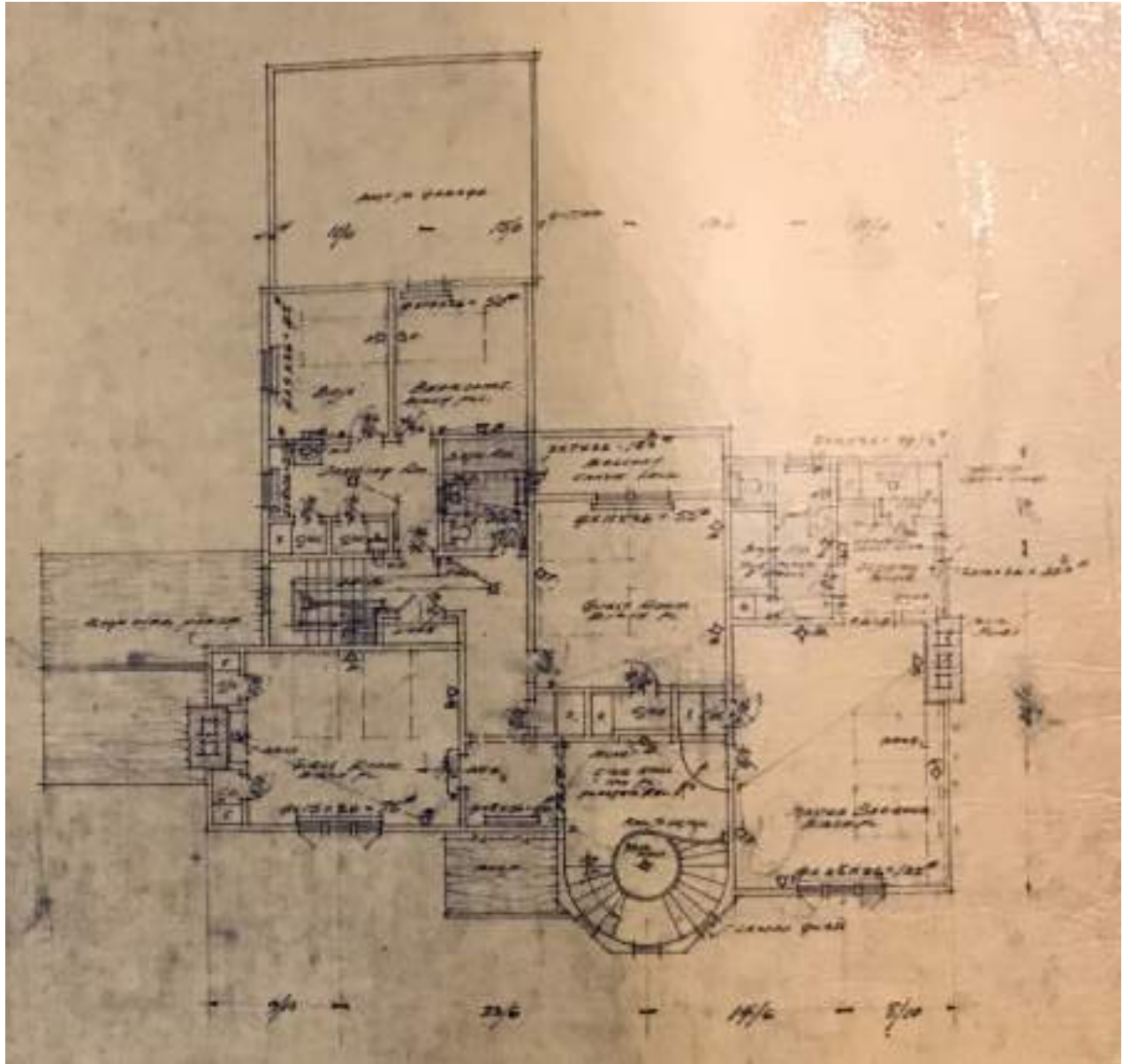
General Layout of Underpinning





Main Floor Layout for reference only





2<sup>nd</sup> level layout for reference only