

RECOMMENDATIONS:

(1) The SPC on Utilities and Corporate Services recommends that Council authorize the proposed grant of a restrictive covenant subject to the following fundamental term and conditions:

(a) PROPERTY:

Dominant Lands

PLAN A3
BLOCK 17
THOSE PORTIONS OF LOTS 1 AND 2 WHICH LIE SOUTH WEST OF
THE RAILWAY
ON PLAN RW568
EXCEPTING THEREOUT ALL MINES AND MINERALS

Municipally known as 4 NEW ST SE

Servient Lands

PORTION OF:

PLAN "A"3
BLOCK 17
LOT 1
EXCEPTING OUT OF THE SAID LOT 1
THAT PORTION WHICH LIES TO THE SOUTH WEST OF THE
RAILWAY ON
PLAN R.W. 568
EXCEPTING THEREOUT ALL MINES AND MINERALS

Comprising 108.144 sq. m. (1,164.05 sq. ft.), more or less, as shown hatched in red on Attachment 1a (the "No Build Area").

Municipally known as 6 NEW ST SE

(b) PARTIES:

Grantor: The City of Calgary
Grantee: Renee Matthews and Arshia Noori and Sarah Matthews

(c) CONSIDERATION:

\$10.00 plus all applicable GST payable on the Commencement Date.

(d) TERM AND COMMENCEMENT DATE:

The term of the restrictive covenant would be for the life of the adjacent building commencing thirty (30) days following the release of DP2020-3048.

(e) RESTRICTIONS:

No buildings, structures or improvements shall be constructed, placed or permitted in or upon the No Build Area except for:

- (a) any new or existing surface and subsurface utilities, roads, pathways, sidewalks; and
- (b) any retaining walls, or similar subsurface or at grade improvements, which would limit the spread of fire.

(f) SPECIAL TERMS AND CONDITIONS:

- (i) The Grantee, at its sole cost and expense, to prepare and register the restrictive covenant plan of survey on or before the Commencement Date.
- (ii) In the event more than 75 per cent of the adjacent building is destroyed, removed or rebuilt, the restrictive covenant would terminate and any new development will have to comply with the National Building Code – Alberta Edition.
- (iii) No additions to the offending exposure face of the building as permitted in DP2020-3048, of any nature or kind which extends the building closer to the property line will be permitted.
- (iv) No increase in the number or size of the windows on the offending exposure face of the building as permitted in DP2020-3048 will be permitted.
- (v) The Grantee shall not place or construct any improvements of any kind whatsoever in the No Build Area, including, but not limited to, landscaping, irrigation systems, fences, driveways, patios. The No Build Area must be left in its natural state or used as a public park.

- (vi) In the event the Grantee does place or construct any kind of improvement in the No Build Area, then the Grantor may give the Grantee written notice to remove all improvements within thirty (30) days, failing which the Grantor may immediately remove same. The Grantee shall pay any costs incurred by the Grantor for surveying and the removal of improvements including the cost of staff time, plus a 20 per cent administration fee.
- (vii) The restrictive covenant shall terminate if the Grantee is unable to obtain a building permit for the development proposed on the Dominant Lands contemplated in DP2020-3048.