

HOTEL AGREEMENT

CITY CLERKS

FILE NO. 28,811

LS

L

A & C ✓

INDEX

Article		Page No.
1	INTERPRETATION	2
1.1	Prior Agreements Replaced	2
1.2	Definitions	3
2	COMPENSATION FOR HISTORIC DESIGNATION	5
2.1	Density Transfer	5
2.2	Tax Abatement	6
2.3	Limited Obligation to Pass By-laws	7
2.4	Validity of Agreement	7
3	PLANNING REQUIREMENTS	7
3.1	Compliance with Plans	7
3.2	Building Constraints and Requirements	8
3.3	Undertaking to Complete Renovations	9
4	LANDSCAPING REQUIREMENTS	10
4.1	Site Landscape Plans	10
4.2	Landscape Plans for Subsequent Phases	11
4.3(a)	Soil Stability Analysis for Hotel Addition and Office Tower No. 2	11
(b)	River Valley Landscape Plans	12
4.4	Completion of Landscaping	12
4.5	Default in Landscaping by CPH	13
5	ENGINEERING AND UTILITY REQUIREMENTS	13
5.1	Modifications to Municipal Highways	13
5.2	Inspection of Existing Improvements	14
5.3	Roadway Modifications	15
5.4	Grades and Specifications	16
5.5	Hoarding & Traffic Control	16
5.6	Roadway Modification	16
5.7	Excavation Support System	17
5.8	Backfill on Municipal Highways	17
5.9	Non Standard Materials	17
5.10	Construction Completion Certificate	17
5.11	Final Acceptance Certificate	18
5.12	As-Built Drawings of Roadway Improvements	18
5.13	City Responsibility for Improvements	18
5.14	Vehicular Access to Lands	18
5.15	Inspection of Improvements During Construction	19
5.16	Clean-up of Roadways	19
5.17	Use of Cranes on Highway	19
5.18	Construction Schedule on Roadways	20

Article		Page No.
5.19	On Site Circulation	20
5.20	Transit Operations Uninterrupted	21
5.21	Pedway Access	21
5.22	Landscaped Amenity Area	21
5.23	Utility Easements	21
6	LAND AND ACCESS REQUIREMENTS	22
6.1	Roadway Lands	22
6.2	Building Encroachment Agreements	22
6.3	Excavation Encroachment	22
6.4	Discharge of Existing Encroachment Agreements	22
6.5	Survey of Encroachments	23
7	HERITAGE TRAIL	23
7.1	Temporary Heritage Trail	23
7.2	Permanent Heritage Trail	23
7.3	Heritage Trail Easement	23
7.4	Landscape Provisions Apply	24
8	ARBITRATION	24
8.1	Disputes Referred to Arbitration	24
8.2	Arbitration Procedure	24
8.3	Disputes not to Delay Project	25
8.4	Time Periods Extended	26
9	INTEREST	26
9.1	Interest on Overdue Payments	26
10	INSURANCE	26
10.1	General Liability Insurance	26
10.2	Limits Subject to Review	27
10.3	Evidence of Insurance	27
11	NOTICE	27
11.1	Address for Notices	27
11.2	Deemed Receipt of Notice	28
11.3	Change of Address	29
11.4	Notice Defined	29
12	GENERAL	29
12.1	Assignment of Agreement	29
12.2	Further Assurances	29
12.3	City Caveat	30
12.4	Existing Laws not Superseded by Agreement	30
12.5	Interpretation	30
12.6	Enurement	30
12.7	CPH Indemnity of City	30

Article	Page No.
12.8 Severability	31
12.9 Laws of Alberta Govern	31
12.10 Force Majeure	31
12.11 Waiver	31
12.12 City and CPH to Act Reasonably	31
12.13 Schedules	32

THIS HOTEL AGREEMENT made as of the 22nd day of September, 1989,

BETWEEN:

CANADIAN PACIFIC HOTELS CORPORATION,
a body corporate,
(hereinafter referred to as "CPH"),

OF THE FIRST PART

and

THE CITY OF EDMONTON, a municipal
corporation (hereinafter referred
to as "the City"),

OF THE SECOND PART

WHEREAS the Council of the City on May 24, 1983 gave third reading to by-law 6953 redistricting to DC-1 and DC-2 those lands more particularly described in the by-law relating to the Macdonald Hotel site;

AND WHEREAS in conjunction with the redistricting of the lands aforesaid, Council approved an agreement subsequently executed June 6, 1983 (the "1983 Agreement") amongst Nu-West Group Limited, Canadian National Railway Company (herein called "CN") and the City relating to the development of the said site;

AND WHEREAS Nu-West Group Limited in 1985 withdrew from the project and assigned its interest in the site to CN and the 1983 Agreement was replaced by an agreement between CN and the City dated January 14, 1985 (the "1985 Agreement");

AND WHEREAS the 1985 Agreement provides amongst other things for renovating the original Macdonald Hotel, an addition to the Macdonald Hotel and for the development of 2 office towers;

AND WHEREAS By-law 7700 of the City of Edmonton, a copy of which is annexed hereto as Schedule "K" designates the Original Macdonald Hotel (as hereafter defined) as a Municipal Historical Resource and prohibits any development upon the designated site except in accordance with said By-law;

CITY CLERKS FILE NO. 28,811	LS
	L
	A & C ✓

AND WHEREAS the original parcel owned by CN was subdivided under Plan 852-2037 and CN in fulfilment of its obligations under the 1985 Agreement transferred lot 1 within the said plan to the City such lands being subsequently redistricted to AP pursuant to By-law 8477.

AND WHEREAS development permits and building permits have been issued by the City for the renovations to the Original Macdonald Hotel, for demolition of the annex to the Macdonald Hotel and for landscaping and parking on an interim basis for the lands designated DC-1 and DC-2 by City By-law 6953;

AND WHEREAS the General Manager of the Planning and Building Department on January 13, 1987 conditionally approved the proposed exterior renovations to designated portions of the Original Macdonald Hotel as conforming to the requirements of By-law 7700;

AND WHEREAS CN assigned its interest in the said Lands and in the 1985 Agreement to CPH on the 30th day of March, 1988, with the consent of the City;

AND WHEREAS the development proposed for the said Lands by CPH is substantially in accordance with the 1985 Agreement, but CPH have requested that the existing agreement be replaced by an agreement relating to redevelopment of the Renovated Macdonald Hotel, the Hotel Addition and Office Tower No. 2 and by a second agreement relating to the development of Office Tower No. 1, and the City subject to the terms and conditions herein set forth have agreed thereto;

AND WHEREAS as an inducement to CPH to proceed with completion of the Macdonald Hotel the City Council at its meeting of June 27, 1989 approved that certain inducements be granted to CPH;

NOW THEREFORE this Agreement witnesseth that in consideration of the mutual and other covenants hereinafter set forth, the parties hereto covenant and agree each with the other as follows:

ARTICLE 1
INTERPRETATION

1.1 Prior Agreements Replaced

This Agreement is adopted in substitution for and in replacement of the 1983 Agreement and the 1985 Agreement and the 1983 Agreement and the 1985 Agreement shall have no further force or effect following the execution and delivery hereof and of the agreement of even date

herewith relating to development upon adjoining lands of Office Tower No. 1.

1.2 Definitions

For the purpose of this Agreement, the recitals hereof and the Schedules annexed hereto, or any other document, agreement, undertaking or assurance delivered in accordance with or in furtherance of the purposes and intent of this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following expressions shall have the following meanings respectively:

- (a) "Act" means the Historical Resources Act, R.S.A., 1980, c. H-8, as amended;
- (b) "City lands" means the lands described on page 1 of Schedule "A" annexed hereto as shown cross hatched on the site plan attached as page 2 of Schedule "A", excluding the Roadway Lands;
- (c) "Construction Completion Certificate" means the certificate approved and issued by the City Engineer, pursuant to which the maintenance periods set out in Article 5.11 hereof for each of the Municipal Improvements commences and which contains a statement signed and sealed by a professional engineer acting for CPH stating that such Municipal Improvement has been installed and constructed in accordance with the Servicing Standards Manual and that all other terms of the Agreement related to the construction and installation of such Municipal Improvement have been complied with;
- (d) "Downtown Area Redevelopment Plan By-law" means City of Edmonton By-law No. 6477, as amended from time to time;
- (e) "Edmonton Land Use By-law" means City of Edmonton By-law No. 5996, as amended from time to time;
- (f) "Final Acceptance Certificate" means the certificate approved and issued by the City Engineer, upon issuance of which the City shall be responsible, to the extent set out herein, for each of the said Municipal Improvements and which contains a statement signed and sealed by a professional engineer acting for CPH stating that each Municipal Improvement has been installed, constructed and maintained throughout its maintenance period as set out in Article 5.11 hereof in

accordance with this Agreement and the Servicing Standards Manual and that all other terms of this Agreement related to the construction and installation of such Municipal Improvement have been complied with;

- (g) "Heritage Trail" means the public walkway system to be developed pursuant to the Downtown Area Redevelopment Plan By-law in a temporary location on a temporary easement granted by CPH generally at the location shown on Schedule "D" and thereafter in a permanent location on the Heritage Trail Easement generally at the location shown on page 9 of Schedule "B";
- (h) "Heritage Trail Easement" means the easement referred to in Article 7 hereof, in the form annexed hereto as Schedule "C";
- (i) "Hotel Addition" means the development of an addition to the Original Macdonald Hotel and consisting of a 9 storey hotel, related facilities and necessary parking as identified in Schedule "B";
- (j) "municipal highways" means those portions of 100th Street (including the Roadway Lands) and Thornton Court adjacent to and abutting the said Lands;
- (k) "Municipal Improvements" means the municipal works to be constructed by CPH in conjunction with the development of the Renovated Macdonald Hotel, the Hotel Addition or Office Tower 2 pursuant to this Agreement, and includes, but is not limited to, sidewalks, curbs, gutters, roads and telephone ducts and lines;
- (l) "Office Tower No. 1" means that building shown on Schedule "B" annexed hereto, and identified thereon as Office Tower No. 1;
- (m) "Office Tower No. 2" means that building shown on Schedule "B" annexed hereto, and identified thereon as Office Tower No. 2;
- (n) "Original Macdonald Hotel" means the hotel structure originally constructed in or about 1915;
- (o) "Project" means that portion of the development as depicted on Schedule "B" to be constructed on the said Lands together with encroachments beyond the boundary of the said Lands on

Block B Plan 3073 A.J. by CPH as shown on the plans in Schedule "B" annexed hereto and consisting of:

- (i) the renovation of the Original Macdonald Hotel,
 - (ii) the Hotel Addition, and
 - (iii) Officer Tower No. 2,
- (p) "Renovated Macdonald Hotel" means the renovated version of the Original Macdonald Hotel to be developed in accordance with Schedule "B-1", including the temporary recreational facilities identified therein but does not include the Hotel Addition;
- (q) "Roadway Lands" means the lands designated for roadway purposes on the survey plan filed at the Land Titles Office for the North Alberta Land Registration District as instrument 852-2039 and generally as shown shaded in black on page 6 of Schedule "B";
- (r) "said Lands" means Lot 2, Plan 852 2037 containing 0.729 Hectares, more or less (R.L. 8 - Edmonton Settlement) together with Lot 3, Plan 852 2037, excepting thereout all mines and minerals;
- (s) "Servicing Standards Manual" means the edition of the manual prepared by the City of Edmonton governing the design, preparation and submission of plans and specifications for the construction of Municipal Improvements within the City, in effect at the date of approval of plans authorizing construction of the Municipal Improvements.

ARTICLE 2
COMPENSATION FOR HISTORIC DESIGNATION

2.1 Density Transfer

As part of the compensation for the municipal historic resource designation pursuant to the Act, the City, subject to the terms hereof, agrees to transfer the unused density from the said Lands and from the adjoining lands proposed for the development of Office Tower 1. It is hereby acknowledged that such unused density is 16,179 square metres of commercial floor area, and 27,846 square metres of

residential floor area which unused density, until used, is vested in the owner of Lot 2, Plan 852 2037. The calculation of unused density is reflected in Schedule "E" hereto. In the event that any future Council adopts a transfer of development rights policy, such policy may apply to the said unused density.

2.2 Tax Abatement

(a) Insofar as it is legally able to do so under s.24(4) of the Act, as compensation for the adoption of By-law 7700 the City hereby grants tax relief in the form of a cancellation or rebate of a portion of the municipal property taxes levied by the City for the Renovated Macdonald Hotel and Lot 2, Plan 852-2037 during the five year period commencing on January 1st of the year in which the Renovated Macdonald Hotel is reopened to the public and is operating as a full service hotel, in accordance with Schedule "B-1" ("the five year period"). For the purposes of this Article 2.2 "municipal property taxes" shall mean the tax amount levied by the City based on the City assessment and the mill rate established by City Council but specifically excludes the school taxes levied by the School Boards in Edmonton and the Provincial Department of Education.

(b) It is the intention of the parties to this Agreement that during each year of the five year period referred to in the preceding paragraph, CPH shall pay to the City \$35,000.00 in municipal property taxes on the Renovated Macdonald Hotel and said Lot 2. The portion of the municipal taxes which shall be cancelled or rebated each year during the five year period shall be the difference between \$35,000.00 and the municipal property taxes levied in each year of the five year period on the Renovated Macdonald Hotel and said Lot 2. PROVIDED HOWEVER, that in no event shall the City be obligated to cancel or rebate a total amount of municipal property taxes related to the Renovated Macdonald Hotel and said Lot 2 in excess of \$900,000.00 during the five year period. If the total of municipal property taxes cancelled or rebated during the five year period exceeds \$900,000.00 during the said five year period, then the City shall not be obligated to cancel or rebate any sum in excess of that amount but CPH shall be obligated to pay municipal property taxes due in excess of that amount with respect to the Renovated Macdonald Hotel and said Lot 2.

(c) CPH shall be entitled to tax cancellations or rebates forthwith upon receiving notice of the amount of municipal property taxes due for the Renovated Macdonald Hotel and said Lot 2 and due for each year of the five year period. The City shall forthwith arrange for cancellations or rebates having regard to the intent of this Article and the City shall, pursuant to the power granted in Section 24(4) of the Act, make the cancellation or rebate according to the terms of this Article 2.2. In the year that the aggregate amount of tax relief realized by CPH is \$900,000.00, CPH shall be liable to pay to the City that portion of the municipal taxes levied against the

Renovated Macdonald Hotel and said Lot 2 which, if forgiven, would result in aggregate tax relief realized by CPH upon the said Lands exceeding \$900,000.00.

2.3 Limited Obligation to Pass By-laws

Excepting only the obligation contained in Article 2.2 hereof, it is understood and agreed that nothing herein shall be construed so as to require City Council to pass any by-law or resolution related to any matter dealt with or arising from this Agreement.

2.4 Validity of Agreement

The 1985 Agreement provides that such Agreement shall remain in full force and effect unless a building permit relating to the project was not applied for within 6 months of the adoption of a by-law designating the Macdonald Hotel an historic resource, or the building permit lapsed without commencement of construction, and further provided that if a development and building permit were issued for any phase of the project (as then defined) the 1985 Agreement would remain in full force and effect until terminated in the manner prescribed by the Agreement. A building permit and development permit were applied for in relation to a phase of the project (as defined in the 1985 Agreement) within 6 months of the adoption of By-law 7700 and work commenced in accordance with such building permit. It is intended that the adoption of this Agreement in substitution for the 1985 Agreement not result in any variation of the development rights which have accrued under the 1985 Agreement and accordingly, this Agreement shall remain in full force and effect until modified or terminated by further agreement.

ARTICLE 3 PLANNING REQUIREMENTS

3.1 Compliance with Plans

(a) Subject to subparagraph (b) of this Article 3.1, when CPH proceeds with the Project, it shall construct the Project upon the said Lands substantially in accordance with the set of plans annexed hereto as Schedule "B", with the first phase of development to be undertaken in accordance with Schedule "B-1". Notwithstanding anything expressed or implied herein, if Schedule "B" or Schedule "B-1" varies in any way with a specific provision of this Agreement, the parties shall comply with the Agreement and not Schedule "B" or Schedule "B-1".

(b) No changes shall be permitted to the Plans described in Article 3.1(a) above, except:

- (i) minor revisions which may be necessary for the express purpose of complying with any existing statutes, by-laws, regulations or City policies, which would be violated by strict interpretation of the said plans;
- (ii) minor revisions which may be required by the Manager of the Building Inspection Branch of the Planning and Building Department to ensure conformity with the Alberta Uniform Building Standards Act, R.S.A. 1980, c. U-4, as amended, and regulations made thereunder;
- (iii) minor revisions requested by CPH and approved by the City's Development Officer;
- (iv) minor revisions to the parking layout, provided that the new layout conforms to the Edmonton Land Use By-law, and the location, and number of parking stalls and facilities otherwise comply with this Agreement.

(c) For the purposes of Article 3.1(b), the Development Officer, acting reasonably, shall be the sole judge of what constitutes a minor revision.

(d) Refinements to Schedule "B" depicting changes of a physical nature to the Renovated Macdonald Hotel incorporated into Schedule "B-1" are acknowledged to be minor changes. Those changes to Schedule "B" incorporated into Schedule "B-1" illustrating recreational uses at the location of the Hotel Addition and Office Tower No. 2 are permitted on an interim basis only pending development of the Hotel Addition and/or Office Tower No. 2.

3.2 Building Constraints and Requirements

Without limiting the effect of Article 3.1, the Project to be developed shall conform to the following requirements:

- (a) CPH shall incorporate built-form and landscape techniques in the design of the Project to ensure that comfortable micro-climatic conditions as recommended in the wind impact study of Morrison, Hershfield, Theakston & Rowan Limited, annexed hereto as Schedule "F" are maintained to the satisfaction of the Development Officer.

- (b) The height of the Project, (as defined in the Edmonton Land Use By-law), including construction operations, cranes, clearance lights and antennae thereon, both during and after construction, shall not exceed 489.82 feet above the height of the existing curb on the municipal highways and CPH and its contractors shall comply in all respects with Section 810 and Section 810A of the Edmonton Land Use By-law.
- (c) CPH shall establish sign criteria for commercial signs to be used within and on the Project, in accordance with the Edmonton Land Use By-law, acceptable to the Development Officer prior to the issuance of any sign permits for the Project, or any portion thereof, and all commercial signs to be erected or installed within the Project shall conform to the approved criteria.
- (d) CPH agrees to make the health club and pool facility to be located in the Project available for the use of the hotel guests and to those tenants of Office Tower No. 1 and Office Tower No. 2; Provided that CPH may be relieved of this obligation if like facilities or other amenities satisfactory to the Development Officer sufficient to meet the requirements of the Land Use By-law are provided in any Office Tower separated from the MacDonald Hotel.
- (e) CPH shall provide direct at grade access to the retail areas of Office Tower No. 2, where possible, and shall use glass windows to provide views from the exterior to the interior of the retail areas, all to the approval of the Development Officer.

3.3 Undertaking to Complete Renovations

(a) CPH acknowledges on behalf of itself and its successors in title to the said Lands that the completion of renovations to the Original Macdonald Hotel in a timely manner is in the best interest of all concerned and CPH therefore covenants and agrees to use all reasonable efforts to complete the renovations to the Original Macdonald Hotel on or before June 1, 1991. The City shall give timely consideration to all requests and applications for approvals, including modifications to the Development Permit in accordance herewith, in order to prevent delays in completion of the Project.

(b) CPH acknowledges that pursuant to the terms hereof, or pursuant to the agreement of even date herewith respecting Office Tower No. 1, the City may have incurred expenses in the nature of lost tax revenues, park maintenance expenses and expense associated with modifications to the existing Municipal Improvements required to be

paid for by the City in accordance with Article 5.1. In the event that the Macdonald Hotel is not opened for business on or before June 1, 1991, then CPH shall repay to the City the amount of such costs or expenses to such date incurred by the City including, without limitation, all usual administrative and overhead charges associated with construction or maintenance activities of the City; provided that only if CPH abandons the completion of the renovations to the Original Macdonald Hotel prior to such date will penalties be payable on the amount of the taxes which would otherwise be recoverable by the City.

(c) Any dispute as to the amount of any such cost or expense incurred by the City shall be resolved by arbitration as herein provided.

ARTICLE 4 LANDSCAPING REQUIREMENTS

4.1 Site Landscape Plans

Within 6 months of the execution and delivery hereof, CPH shall submit to the Development Officer, acting reasonably, for his approval, in consultation with the General Manager of the City Parks and Recreation Department and the City Engineer, detailed landscaping plans, specifications and design plans prepared by a professional Landscape Architect, for all outdoor areas on the said Lands as identified on Schedule "B-1", which plans and specifications shall include details as to the following:

- (a) existing and proposed grading of these areas;
- (b) the type of pavement and finish in different locations on sidewalks and pedestrian areas;
- (c) the size, species and location of all new and existing plantings, which shall have sufficient soil cover to sustain their natural growth;
- (d) the provision to be made for wheelchair ramps, where feasible;
- (e) proposed street furniture;
- (f) all access areas;

- (g) all steps and grade irregularities;
- (h) any exterior lighting proposed to be provided;
- (i) the means whereby potential wind problems created by existing and proposed surrounding developments and identified in a wind impact study and statement attached hereto as Schedule "F" conducted in accordance with the requirements of the Edmonton Land Use By-law are to be alleviated so that comfort standards, acceptable to the Development Officer, will be maintained;
- (j) fencing and other safety barriers;
- (k) signage and location of water and art features, if provided;
- (l) the means whereby access to the Heritage Trail will be provided; and

4.2 Landscape Plans for Subsequent Phases

Prior to the issuance of a development permit for the Hotel Addition or Office Tower No. 2, CPH shall comply with provisions of paragraph 4.1 to the extent that changes in the existing or approved landscaping may be required as a result of the development of such phase of the Project.

4.3(a) Soil Stability Analysis for Hotel Addition and Office Tower No. 2

Prior to the issuance of a development permit for any portion of the Hotel Addition or Office Tower No. 2, CPH shall submit soil stability information with respect to the top of the bank of the North Saskatchewan River Valley, the said Lands and the lands south of the said Lands to the satisfaction of the Development Officer, to determine what measures are reasonably required to be taken in the construction of such phase of the Project and landscaping to stabilize the lands described in this Article 4.3(a) at the sole cost and expense of CPH.

(b) River Valley Landscape Plans

Prior to the issuance of a development permit for any portion of the Hotel Addition or Office Tower No. 2, CPH shall submit to the Development Officer for his approval, in consultation with the General Manager of the City Parks and Recreational Department, the General Manager Planning and Development Department and the City Engineer, detailed landscaping plans, specifications and design plans ("River Valley Landscaping Plans") prepared by a professional landscape architect for the portion of the River Valley lying to the south of the said Lands to the extent required for the purposes of bank stabilization. The River Valley Landscaping Plans shall show the restoration of the land and vegetation cover thereon as nearly as possible to the condition it was in prior to construction of the Project, and shall provide details on measures to prevent erosion and ensure soil stability. The River Valley Landscaping Plans shall also include details as to the following:

- (i) existing and proposed grading of the said area;
- (ii) the size, species and location of all new and existing plantings, which shall have sufficient soil cover to sustain their natural growth;
- (iii) all access areas;
- (iv) all steps and grade irregularities;
- (v) fencing and other safety barriers;
- (vi) the permanent location of the Heritage Trail, if approved by the City.

4.4 Completion of Landscaping

(a) CPH shall, within 120 days of the substantial completion of the Renovated Macdonald Hotel, complete the landscaping in accordance with the plans described in Article 4.1.

(b) CPH shall, within 120 days of substantial completion of any additional phase of the Project, complete the landscaping in accordance with the plans described in Article 4.2 and Article 4.3.

(c) CPH shall for the life of the Project or any portion thereof, provide and maintain all of the landscaping upon or immediately adjacent to the said Lands in accordance with the plans, all at no cost to the City.

(d) To secure compliance with the said detailed landscaping plans and specifications, within the time limited herein for approval of such plans, CPH shall provide a letter of credit to the City, in a form and content satisfactory to the Office of the City Solicitor, in the amount of 100% of the estimated cost of completing the landscaping in accordance with such plans, and CPH shall thereafter maintain such security in force and effect for a period of 2 years following completion of the landscaping, provided that the security shall be reduced for the maintenance period to 50% of the actual cost of having installed the landscaping and no security shall be required after the maintenance period. For the purposes of this Article 4.4, the estimated cost of landscaping shall mean all costs associated with the provision and installation of all landscaping materials in accordance with such detailed plans and specifications approved pursuant to Articles 4.1, 4.2 and 4.3 based upon an estimate prepared by an independent professional agency skilled and experienced in the provision of landscaping services, which estimate shall be supplied to the Development Officer upon approval of the landscaping plans.

4.5 Default in Landscaping by CPH

In the event that CPH, in the opinion of the City, has not completed the landscaping improvements in accordance with the landscaping plans described in Articles 4.1, 4.2 and 4.3 within the time limited under Article 4.4, then the City shall give CPH written notice to remedy such default within 60 days of the date of the delivery of the notice ("the notice period"). In the event CPH does not commence work to remedy such default within the notice period then the City may realize upon the security to complete all or any portion of the landscaping, including the Heritage Trail construction, or restoring, repairing or maintaining same.

ARTICLE 5 ENGINEERING AND UTILITY REQUIREMENTS

5.1 Modifications to Municipal Highways

(a) Prior to the opening of the Renovated Macdonald Hotel scheduled to occur prior to June 1, 1991, CPH shall cause to be completed surface improvements as shown on Schedule "H" namely:

- (i) replacement of the existing curb, gutter and sidewalk along those areas adjacent to the west boundary of the said lands upon 100 Street, such sidewalk to be completed with interlocking paving stones;
 - (ii) installation of new curb, gutter and sidewalk north of the Renovated Macdonald Hotel upon or adjacent to the said Lands, north to Jasper Avenue such sidewalks to be completed with interlocking paving stones;
 - (iii) removal and replacement of existing or construction of new asphalt surface for the onsite Hotel access road;
 - (iv) installation of all new light standards and luminaires along 100 Street serviced by underground power;
 - (v) completion of curb crossings to provide for suitable access from Jasper Avenue and from 100 Street to the onsite Hotel access road.
- (b) Notwithstanding anything expressed or implied hereinbefore, upon payment by CPH to the City of the sum of \$10,000.00, the City undertakes to install light standards, luminaires and wiring to light standards along 100 Street in conduit and pole bases installed by CPH.
- (c) All work shall be completed to the standard prescribed in the Servicing Standards Manual, if applicable, provided that nothing herein shall prevent CPH at its sole cost and expense from undertaking to complete the work to a greater standard than that herein prescribed.
- (d) CPH shall cause the aforesaid surface improvements to be completed on or before June 1st, 1991. Provided such improvements are then completed, the City shall reimburse to CPH the sum of \$175,000.00. Subject to the approval of the City Engineer, progress claims for the surface improvements not exceeding \$175,000.00 and certified for payment by CPH's architect shall be reimbursed by the City to CPH within 30 days of receipt of the progress claim by the City. ✓

5.2 Inspection of Existing Improvements

Prior to commencing any construction or excavation upon the said Lands for each phase of the Project, CPH and the City Engineer, or person designated by the City Engineer, shall perform a site inspection of

the municipal highways and shall make written note of all visible defects thereon. Except as to the defects so noted, all City-owned property adjacent to the said Lands and capable of visual inspection shall be deemed to be in good condition. CPH shall make written request for this inspection at least 10 days before any excavation or construction commences on the Project.

5.3 Roadway Modifications

(a) Unless otherwise agreed to in Article 5.1 herein, CPH, at its sole cost and expense shall complete or cause to be completed:

(i) roadway restorations or modifications which, in the opinion of the City Engineer, are required by, or occur as a result of, the development of the Project upon the said Lands, including but not restricted to upgrading of existing curbs crossings, filling in of unutilized curbs crossings, provision of new curb crossings where required and the repair or replacement of sidewalks, curbs and gutters, lane paving and roadways, to City specifications; and

(ii) the relocation, repair or provision to City specifications of utility services due to construction of such phase of the Project, whether incurred by the City or by CPH.

(b) CPH shall provide and pay for, at such times as required by the City Engineer the establishment or re-establishment of grades at all access points between the municipal highways and any phase of the Project other than as referred to in Article 5.1, necessitated by such phase of the Project, to conform to the requirements of the City Engineer all to conform to the requirements of the City Engineer.

(c) Without restricting the generality of the foregoing, the costs to be paid under this Article 5.3 by CPH shall include, but shall not be limited to, all out-of-pocket expenses incurred by the City in the redesign of the curbs, sidewalks and lanes, the surveying of same and of inspections made prior to, during and after the construction of the alterations to the roadways as aforesaid.

(d) (i) For any roadway modifications required pursuant to this Article 5.3, prior to commencing such works, CPH shall provide security (the "security") in the form of an irrevocable letter of credit or other security satisfactory to the Office of the City Solicitor, for a period of not less than two years, in the amount of \$50,000.00. When a Construction Completion Certificate for the Municipal Improvements required to be restored for such phase of the Project has been issued, the security for such phase shall be reduced

to \$25,000.00, which shall be in effect until all Final Acceptance Certificates have been issued for the said work. In the event that a Final Acceptance Certificate has not been issued when the security is to expire, the security shall be renewed by CPH at least two weeks prior to its expiry to the satisfaction of the Office of the City Solicitor, acting reasonably, so that it is continually in effect until the Final Acceptance Certificates have been issued.

(ii) In the event CPH defaults on the obligations undertaken to be observed by it with respect to the requirements of this Article 5.3, including the obligation to renew this security, the security may be realized upon by the City for the purpose of completing all or any portion of the work and to restore or repair the same, or to remedy any defects in the construction thereof.

5.4 Grades and Specifications

CPH and the Transportation Department of the City shall co-ordinate grades and specifications for any modification or improvement to be carried out upon the municipal highways and each of the City or CPH shall construct, at its sole expense, any such modifications or improvements to those grades and specifications in conjunction with works to be completed by such party.

5.5 Hoarding & Traffic Control

The City Engineer shall control the use of any hoarding, municipal highways and pedestrian and traffic control during the period of construction of the Project, and CPH shall pay all hoarding fees associated with development of Project, other than roadway modifications to be completed by the City.

5.6 Roadway Modification

Except as otherwise provided herein, in the event any change, temporary or permanent, is required by CPH to the municipal highways other than in relation to the Renovated Macdonald Hotel, CPH agrees that such change shall be subject to approval of the City Engineer or City Council, as the case may be, and that the cost of any such change, including extra traffic controls, men, equipment or other devices or advertising costs, shall be borne by CPH.

5.7 Excavation Support System

Prior to the issuance of any building permit for the Hotel Addition or Office Tower No. 2, CPH shall provide a detailed plan and geotechnical assessment showing the proposed support systems for the excavation and construction of such development, to the satisfaction of the Development Officer and the City Engineer. The plan shall also identify any proposed encroachments upon any lands owned by the City. When the proposed support system has been approved by the City, CPH shall execute whatever documentation is reasonably required by the City to settle the terms of the construction of the support system upon any lands owned by the City and which is consistent with prevailing City practices.

5.8 Backfill on Municipal Highways

Wherever any backfilling is carried out by CPH upon City-owned lands or the municipal highways, CPH shall provide to the City Engineer a report of density tests carried out by an independent testing company, which tests are to be taken at a maximum of 25 feet apart along the perimeter of the building and taken at every five feet of lift. The results of such density tests shall be submitted to the City Engineer within seven days of the testing having been carried out.

5.9 Non Standard Materials

If CPH desires to use any construction materials other than those used or required to be used for sidewalk, curb, gutter and roadway construction by the City, then CPH and the City shall enter into a separate agreement to cover such items as maintenance, construction and design of the sidewalk, curb, gutter and roadway and the parties' liability therefor.

5.10 Construction Completion Certificate

Upon completion of the construction of any of the Municipal Improvements constructed by CPH, CPH shall apply for a construction completion certificate and the City shall provide CPH with a Construction Completion Certificate when all deficiencies in such construction of the Municipal Improvements have been rectified to the satisfaction of the City Engineer.

5.11 Final Acceptance Certificate

Following receipt of the Construction Completion Certificate CPH shall maintain the Municipal Improvements constructed by CPH for 2 years in accordance with the standards prescribed in the City Servicing Standards Manual, reasonable wear and tear excepted, and shall thereafter apply for a Final Acceptance Certificate. The City shall provide CPH with a Final Acceptance Certificate when all deficiencies in the construction and maintenance of the Municipal Improvements have been rectified to the satisfaction of the City Engineer.

5.12 As-Built Drawings of Roadway Improvements

CPH shall, not later than six months prior to the expiration of the maintenance period for the sidewalks, curbs, gutters and roadways or other Municipal Improvements constructed by it, provide to the City Engineer as-built drawings of the sidewalks, curbs, gutters and roadways, or other Municipal Improvements and in the event that CPH fails to provide as-built drawings as herein required, the Final Acceptance Certificates shall not be issued until six months after the date of the submission of the as-built drawings. In any event, the Final Acceptance Certificates shall not be issued prior to the expiration of the maintenance and guarantee period and as-built drawing approval, which approval shall not be unreasonably withheld.

5.13 City Responsibility for Improvements

From and after the date of issuance of the Final Acceptance Certificate(s), the City shall assume full responsibility for maintenance and repair of the sidewalks, curbs, gutters and roadways or other Municipal Improvements constructed by CPH.

5.14 Vehicular Access to Lands

All vehicular access to the said Lands shall be from the access points, as shown on Schedule "B" annexed hereto. All vehicular access to the said Lands shall be subject to the approval of the City Engineer. CPH on behalf of itself and its successors on title to the said Lands acknowledges that:

- (a) access to the said Lands for on-site parking and loading is available only from the Thornton Court;
- (b) vehicular access at grade from Jasper Avenue must cross the adjoining lands proposed for development of Office Tower 1; and

- (c) it is the responsibility of CPH to ensure that it has acquired all necessary rights to continuously maintain access between the said Lands and Thornton Court and Jasper Avenue as aforesaid.

Prior to re-opening of the Renovated Macdonald Hotel following the renovations, CPH shall provide evidence satisfactory to the Office of the City Solicitor that an easement has been granted across the adjacent lands for continuous vehicular access from Thornton Court to the loading bays of the Renovated Macdonald Hotel, and across the adjacent lands to provide at grade vehicular and pedestrian access from Jasper Avenue at the location of Macdonald Mews in accordance with Schedule "B".

5.15 Inspection of Improvements During Construction

Prior to undertaking any reconstruction of the sidewalks, curbs and gutters, or road and lane paving, on public roadways, CPH shall make arrangements for inspections by requesting such inspections at the offices of the City Engineer at least 48 hours before commencing the said construction.

5.16 Clean-up of Roadways

During and immediately after completion (as determined in the sole discretion of the City Engineer) of any construction operation contemplated by this Agreement by CPH, CPH shall be responsible for the cleaning up of any construction debris, mud, soil or garbage which may be tracked onto the municipal highways, or any other land owned by the City, by CPH, its servants, agents, employees or independent contractors. If CPH as herein required fails to clean up mud, dust or other construction debris on the municipal highways in a manner satisfactory to the City Engineer, or within a reasonable length of time, the City shall clean the municipal highways and invoice CPH for the clean-up, and CPH shall pay the City within 30 days of receiving the invoice.

5.17 Use of Cranes on Highway

A minimum of 48 hours prior to using any mobile cranes on the municipal highways during construction of the Project or for any other operation, CPH shall obtain the approval of such use from the City Engineer. In such event, no restriction on the use of any lane of traffic on a municipal highway shall be made until such approval has been given. Prior to requesting approval of the use of any mobile cranes on the municipal highways, CPH shall submit to the City Engineer the mobile crane specifications of the crane to be used,

detailing the type and size of crane, the magnitude of loads, and the location and distribution of loads to the road surface to ensure roadway capacities are not exceeded. If the crane is located near a tunnel, pedway encroachment or other underground structure, a certificate of structural adequacy must also be submitted.

5.18 Construction Schedule on Roadways

CPH shall submit to the City Engineer, at least 30 days prior to commencement of construction of any phase of the Project other than the Renovated Macdonald Hotel, a detailed construction schedule and staging plan for all work to be performed on, under, or over City-owned property and the said Lands.

5.19 On Site Circulation

(a) The on-site vehicular circulation, including, but not limited to, accesses to the Project and parking facilities therein, loading areas and on-site roadways, shall be designed and built generally in accordance with the plans annexed hereto as Schedule "B", except that the access to and from 100 Street shall be generally in accordance with the plan annexed hereto as Schedule "G", provided that the detailed design of the vehicular circulation shall be approved by the City Engineer for each phase of the Project prior to the issuance of the development permit for such phase of the Project.

(b) CPH shall provide 150 parking spaces for the Renovated Macdonald Hotel and Hotel Addition within Macdonald Place Apartments. The parking requirements for Office Tower No. 2 shall be independently assessed in conjunction with the development permit application for Office Tower No. 2. The parking spaces for the Renovated Macdonald Hotel and the Hotel Addition shall be provided in Macdonald Place with access from Thornton Court or on site at the time of substantial completion of the parking facility to the Hotel Addition or Office Tower No. 2, or at such other location as the Development Officer shall approve.

(c) Parking garages and facilities within the Hotel Addition or the Office Tower No. 2 shall be constructed so that ticket dispensers are located a minimum distance of 30.5 metres along the parking entrance ramps.

5.20 Transit Operations Uninterrupted

The Project shall be constructed in such a manner that transit operations and trolley lines are maintained without interruption throughout construction except as approved by the General Manager of the Transportation Department. In the event relocations, modifications or restoration are required to Edmonton Transit facilities as a result of construction of the Project, they shall be to the specifications of the General Manager of the Transportation Department, and performed at no cost to the City.

5.21 Pedway Access

If a pedway connection from Office Tower 1 or other immediately adjacent buildings to the Renovated Macdonald Hotel through to the pedway system proposed for Jasper Avenue is determined to be advantageous, the City subject to approval of the Development Officer, in accordance with the City's Pedway Policies, agrees to permit such connection to be made.

5.22 Landscaped Amenity Area

From and after substantial completion of the Project, CPH shall grant to the City, its servants, agents, employees and the public at large the non-exclusive right, together with all others, to access to that area of the said lands shown shaded on page 3 of Schedule "B" hereto, the landscaping for which is substantially completed (the "Landscaped Area"), for passive recreational purposes 24 hours a day, every day, for the life of the Project. CPH shall not bar access to any part of the Landscaped Area unless such is required for reasons of safety, security, or for effecting repairs to the Landscaped Area or surrounding structures, or if such persons are not using the Landscaped Area for the intended purposes. Nothing herein shall preclude the use of the Landscaped Area by CPH for outdoor cafes or like uses.

5.23 Utility Easements

CPH, at its sole expense, shall provide any easement or right-of-way through or upon the said Lands which may be required to ensure continuous services to the Project or to Office Tower No. 1.

ARTICLE 6
LAND AND ACCESS REQUIREMENTS

6.1 Roadway Lands

As soon as practicable following the execution and delivery hereof, the City shall register at the Land Titles Office for the North Alberta Land Registration District such documents as may be necessary to vest the Roadway Lands in the City. As consideration for the transfer of the Roadway Lands to the City and the prior transfer of Lot 1 Plan 852-2037, the City shall transfer to CPH the City Lands. The Roadway Lands shall be transferred subject only to the conditions and reservations expressed in the original grant thereof from the Crown and in the existing certificate of title and such easements or other interests as may appear in the Existing Certificates of Title including encroachment privileges expressed herein.

6.2 Building Encroachment Agreements

To the extent that the Project extends beyond the boundary of the said Lands into the Roadway Lands, the City shall enter into an encroachment agreement between CPH and the City in the form attached hereto as Schedule "J" permitting the encroachment of the Project into the Roadway lands ("the encroachment area"). To the extent the Project encroaches beyond the said Lands other than onto the Roadway Lands, the City and CPH shall enter into such agreement as the City shall require.

6.3 Excavation Encroachment

CPH agrees that it will execute any encroachment agreement reasonably required by the City due to CPH's encroachment, upon, over or under municipal highways by way of tie-backs, back-sloping or any other encroachments of like nature arising during the course of construction of the Project.

6.4 Discharge of Existing Encroachment Agreements

The City agrees that it shall discharge any presently existing encroachment agreements and abandoned utility easements which affect any portion of the said Lands, subject to CPH carrying out the restoration of any surface improvements abutting any part of the said Lands, to the satisfaction of the City Engineer.

6.5 Survey of Encroachments

Within six months of completion of such phase of the Project, CPH shall submit to the City a surveyor's certificate identifying the nature and area of any encroachment upon City-owned lands.

ARTICLE 7 HERITAGE TRAIL

7.1 Temporary Heritage Trail

The Heritage Trail at its temporary location shown on Schedule "D" hereto shall be constructed by CPH to the Heritage Trail Standards at their sole cost and expense as part of the Landscaping Plans to be approved by the Development Officer of the City for the Renovated Macdonald Hotel, and shall be completed concurrently with the site landscaping for the Renovated Macdonald Hotel. To the extent deemed necessary by the Development Officer, CPH shall also provide soil stability analysis and portions of the River Valley Landscaping Plans in connection with the temporary Heritage Trail, and the River Valley Landscaping shall be completed by CPH in accordance with such plans.

7.2 Permanent Heritage Trail

The Heritage Trail at its permanent location shall be constructed by CPH to the Heritage Trail Standards at its sole cost and expense generally at the location shown on page 9 of Schedule "B" hereto in accordance with plans to be approved by the Development Officer and as close as possible to the top of the Bank as determined by the Development Officer, projected to be not more than 15 feet below the top of the Bank. The Heritage Trail at its permanent location shall be completed concurrently with the site landscaping for the Hotel Addition or Office Tower No. 2. Notwithstanding anything otherwise herein provided, within 120 days of receipt of notice from the City that the City intends to commence construction of that portion of the Heritage Trail between the Convention Centre and Lot 3, Plan 852-2037 the City and CPH shall coordinate their designs and geotechnical information such that within 180 days of the City commencing construction CPH shall commence and thereafter continuously and diligently carry through to completion their construction.

7.3 Heritage Trail Easement

CPH shall grant to the City a temporary easement for the interim location of the Heritage Trail in the form of the Heritage Trail Easement. The temporary easement shall be discharged upon registration at the Land Titles Office for the North Alberta Land Registration District of the permanent easement or if no permanent easement is required, upon completion of the Heritage Trail at its location. The specific location of the Heritage Trail Easement shall be determined by survey plan prepared at the expense of CPH and acceptable to the City Engineer.

7.4 Landscape Provisions Apply

The provisions of this Agreement respecting construction and maintenance of the landscaping and security for the completion of landscaping shall apply mutatis mutandis to the landscaping completed in conjunction with Heritage Trail at either its temporary or permanent location.

ARTICLE 8 ARBITRATION

8.1 Disputes Referred to Arbitration

If a dispute arises between the parties in respect of Articles 3.3(b), 5.10, and 5.11, then such dispute shall be settled by arbitration in the manner hereafter set forth. It is agreed that only such matters listed may be arbitrated under this Agreement.

8.2 Arbitration Procedure

(a) The party (the "Applicant") desiring to refer the dispute to arbitration shall notify the other party (the "Respondent") in writing of the details and the nature and extent of the dispute.

(b) Within 15 days of receipt of such notice, the Respondent shall, by written notice, advise the Applicant of all matters referred to in the initial notice except those for which the Respondent admits responsibility and proposes to take remedial action. The Respondent shall then take such remedial action.

(c) The terms of reference for arbitration shall be those areas of dispute referred to in the initial notice with respect to which the Respondent has not admitted or proposed to take remedial action.

(d) Immediately following the identification of the terms of reference, the parties in dispute shall meet and attempt to appoint a single arbitrator, and if the parties refuse to meet, or having met, are unable to agree on a single arbitrator, then upon written demand of any party, within 15 days of such date, each party to the arbitration shall appoint one arbitrator in writing and the two arbitrators shall, within five days of their appointment, appoint a third member to the Arbitration Committee to be known as the Chairman.

(e) If either party fails to appoint an arbitrator, then the other party may apply to a Justice of the Court of Queen's Bench of Alberta to have such arbitrator appointed.

(f) If the two arbitrators fail to appoint a Chairman, then both parties, or either or them, may apply to a Court of Queen's Bench of Alberta to have the Chairman appointed.

(g) Within 15 days of the appointment of the single arbitrator or the establishment of the Arbitration Committee, or such longer period as may be agreed upon by the parties, the single arbitrator or Arbitration Committee shall resolve all matters and disputes in accordance with the terms of reference therefor.

(h) The arbitrator(s) shall have the power to obtain the assistance, advice or opinion of such engineer, surveyor, appraiser or other expert as they may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained.

(i) Each of the arbitrators shall provide a separate written decision with full reasons. The decision of the majority of the Arbitration Committee shall be the decision of the Arbitration Committee, providing that if no majority exists, then the decision of the Chairman shall be deemed to be the decision of the Arbitration Committee.

(j) The decision of the single arbitrator or the Arbitration Committee shall be final and binding upon the parties hereto.

(k) The costs of the arbitration shall be determined by the single arbitrator or Arbitration Committee, provided that any award of costs, notwithstanding the provisions of the Arbitration Act, shall not necessarily be limited to the scale of rates provided therein.

8.3 Disputes not to Delay Project

Notwithstanding that a matter has become the subject of arbitration, the parties shall, where reasonably possible, proceed with all other matters and things under this Agreement as if such matter had been settled and the dispute determined to the intent that no arbitration procedure shall delay the expeditious operation of the terms of this Agreement.

8.4 Time Periods Extended

The time taken for any Arbitration that further delays a party in the performance of any thing or act shall be added to the time of performance thereof unless the single arbitrator or Arbitration Committee finds that the delay in performance being arbitrated was not beyond the reasonable control of the party required to perform.

ARTICLE 9
INTEREST9.1 Interest on Overdue Payments

Any and all amounts owing by one party to the other shall, 30 days after the date of invoicing of any one party by the other and until the date of payment, bear interest at the rate of 1 1/2% per month or 18% per year.

ARTICLE 10
INSURANCE10.1 General Liability Insurance

Pending completion of construction activities upon the Municipal Highways required of CPH, CPH shall, unless waived by the Director of Risk Management of the City, maintain in full force and effect the following:

A comprehensive General Liability Insurance policy providing coverage of at least \$2,000,000.00 inclusive for bodily injury and/or property damage, including coverage for:

- (a) Non City-Owned Automobiles;
- (b) Independent Contractors;
- (c) Completed Operations;
- (d) Contractual Liability including this Agreement;

- (e) Excavation, collapse, shoring and pile driving; and
- (f) Broad form Property Damage Endorsement.

10.2 Limits Subject to Review

Notwithstanding Article 10.1, the insurance limits may be reviewed from time to time by the Director of Risk Management of the City and the amount of the insurance altered in accordance with the said review.

10.3 Evidence of Insurance

CPH shall provide the Director of Risk Management of the City with a Certificate of Insurance for the coverages described above upon execution of this Agreement, and proof of renewals of such policies as renewed from time to time. A certified copy of the aforesaid insurance policies shall be provided upon request to the General Manager of Finance of the City.

ARTICLE 11
NOTICE

11.1 Address for Notices

Any notice to be given pursuant to the terms of this Agreement shall be sufficiently given,

- (a) in the case of notice to the City, if such notice is sent by prepaid registered mail or personally delivered and confirmed by prepaid registered mail addressed to:

General Manager,
Planning and Development Department
2nd Floor, Boardwalk
10310 - 102 Avenue
Edmonton, Alberta
T5J 2X6

and

The Office of the City Solicitor
9th Floor, Chancery Hall
1 Sir Winston Churchill Square
Edmonton, Alberta

- (b) in the case of notice to CPH, if such notice is sent by prepaid registered mail or personally delivered and confirmed by prepaid registered mail addressed to:

Canadian Pacific Hotels Corporation
Vice President Development
Suite 1400, One University Avenue
Toronto, Ontario
M5J 2P1

Attention: L. Beare

with copies to:

Canadian Pacific Hotels Corporation
Suite 1400, One University Avenue
Toronto, Ontario
M5J 2P1

Attention: C. Sauv 

and to:

Canadian Pacific Hotels Corporation
Vice President Construction
Suite 1400, One University Avenue
Toronto, Ontario
M5J 2P1

Attention: R. Tanaka

11.2 Deemed Receipt of Notice

Notice given as aforesaid, if posted in Alberta, shall conclusively be deemed to have been given on the fifth business day following the date on which such notice is mailed. Any notice personally delivered shall be deemed to have been given on the date of personal delivery. Notices during any actual or threatened postal disruption shall be personally delivered.

11.3 Change of Address

Either party may, at any time, give notice in writing to the other of any change in address of the party giving such notice and, from and after the giving of such notice, the address therein specified shall be deemed to be the address of the said party for the giving of notice hereunder.

11.4 Notice Defined

The word "notice" in this Article 11 shall be deemed to include any requests, statements or other writing in this Agreement provided, required or permitted to be given by the City to CPH or by CPH to the City.

ARTICLE 12 GENERAL

12.1 Assignment of Agreement

(a) This Agreement may be assigned in whole as collateral to any financing of CPH without consent in writing from the City and otherwise may not be assigned without consent in writing from the City, which consent shall not be unreasonably or arbitrarily withheld.

(b) CPH covenants and agrees that it shall obtain the same covenants as are contained in this Agreement from any person to whom it may in any way, convey the said Lands or any part thereof, so that the said covenants shall be enforceable by the City.

(c) In the event that this Agreement is assigned in the form annexed hereto as Schedule "I", containing an assumption of all liability of CPH by the assignee, the City agrees to release CPH from the obligations contained herein from and after the date of execution of the assignment.

12.2 Further Assurances

The parties agree to execute all such other assurances and documents reasonably required by the solicitors for either of them to give full force and effect to this Agreement.

12.3 City Caveat

(a) CPH agrees that the City may file a caveat against the title of the said Lands to protect its interest herein. The City agrees to discharge such caveat when all conditions contained herein are satisfied and upon receiving a written request for such discharge and shall discharge caveats filed against the said Lands pursuant to any agreement preceding this Agreement upon the execution and delivery hereof.

(b) The City agrees to postpone such caveat to bona fide construction financing or long term Project financing upon receipt of written request for such postponement, written acknowledgment by the financing institution that without such postponement financing would not be approved and written acknowledgment by such institution that, in the event of foreclosure, and subsequent sale of the said Lands or development of the said Lands by the institution or its transferee, a covenant shall be granted or obtained, that the said Lands shall be developed solely in accordance with this Agreement.

12.4 Existing Laws not Superseded by Agreement

This Agreement is not intended to nullify, replace, circumvent, extend or modify any existing statutes, by-laws, permit conditions or general requirements which govern development or construction within the City.

12.5 Interpretation

Whenever the singular or neuter or masculine is used in this Agreement, it shall be construed as meaning the plural, and feminine or body corporate, where the context so requires.

12.6 Enurement

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their successors and assigns.

12.7 CPH Indemnity of City

CPH shall pay, indemnify and save harmless the City from and against any and all claims, demands, actions, suits, damages and expenses of every nature and kind, including costs that may arise directly or incidentally out of the exercise by CPH of the rights, obligations and privileges granted by this Agreement, which the City may suffer or

become liable for as a result of the exercise by CPH of its said rights, obligations and privileges excepting any such claim, demand, action, suit or damage arising from the wilful misconduct or negligence of the City, its officers, servants, agents or employees.

12.8 Severability

In the event that one or more Articles of this Agreement are declared invalid or unenforceable by a Court of competent jurisdiction, the parties agree that such Article or Articles shall be severable from the remainder of the Agreement, and that the other provisions thereof shall continue in full force and effect.

12.9 Laws of Alberta Govern

This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

12.10 Force Majeure

Neither of the parties hereto shall be deemed to be in default in respect of non-performance of any obligations under this Agreement if and so long as the non-performance is due to strikes, walkouts, fires, tempests or other Acts of God or of the Queen's enemy, or any other cause (whether similar or dissimilar to those enumerated) beyond the parties' control, but lack of finances or failure to apply for a development permit shall in no event be deemed to be a cause beyond the control of any of the parties hereto.

12.11 Waiver

A waiver by any party hereto of the strict performance of any of the other parties hereto of any covenant, condition or provision of this Agreement, shall not of itself constitute a waiver of any such subsequent covenant, condition or provision or any other covenant, condition or provision of this Agreement by such party, nor shall such waiver entitle any party to this Agreement to a similar waiver of such covenant, condition or provision or any other covenant, condition or provision of this Agreement.

12.12 City and CPH to Act Reasonably

Notwithstanding anything herein otherwise expressed or implied, it is understood and agreed that wherever any matter or thing is to be done

to the approval of, satisfactory to, acceptable to, or is subject to a similar determination, to or by the City or CPH, or their respective officers or employees, the City or CPH or their respective officers or employees shall act in a reasonable and timely manner.

12.13 Schedules

The following Schedules are annexed hereto and form part hereof:

- Schedule "A" - City Lands
- Schedule "B" - Project Plans
- Schedule "B-1" - Renovated Macdonald Hotel Plans
- Schedule "C" - Heritage Trail Easement
- Schedule "D" - Temporary Heritage Trail location
- Schedule "E" - Unused Density Calculation
- Schedule "F" - Morrison, Hershfield, Theakston & Rowan Limited Wind Study
- Schedule "G" - 100 Street Access
- Schedule "H" - Surface Improvements
- Schedule "I" - Assignment
- Schedule "J" - Encroachment Agreement
- Schedule "K" - By-law 7700 as amended

IN WITNESS WHEREOF the parties have hereunto affixed their corporate seals, attested to by their proper officers in that behalf, on the day and year first above written.

Land Development Branch
Development Coordination
Section

CANADIAN PACIFIC HOTELS CORPORATION

per: [Signature]

per: [Signature]

Financial Services Section

THE CITY OF EDMONTON

~~APPROVED~~
As to Form [Signature] City Solicitor
As to Contents [Signature] Head of Department

per: [Signature]

per: [Signature] City Clerk

SCHEDULE "A"
Page 1 of 2

Certificate of Title: 88-W-123

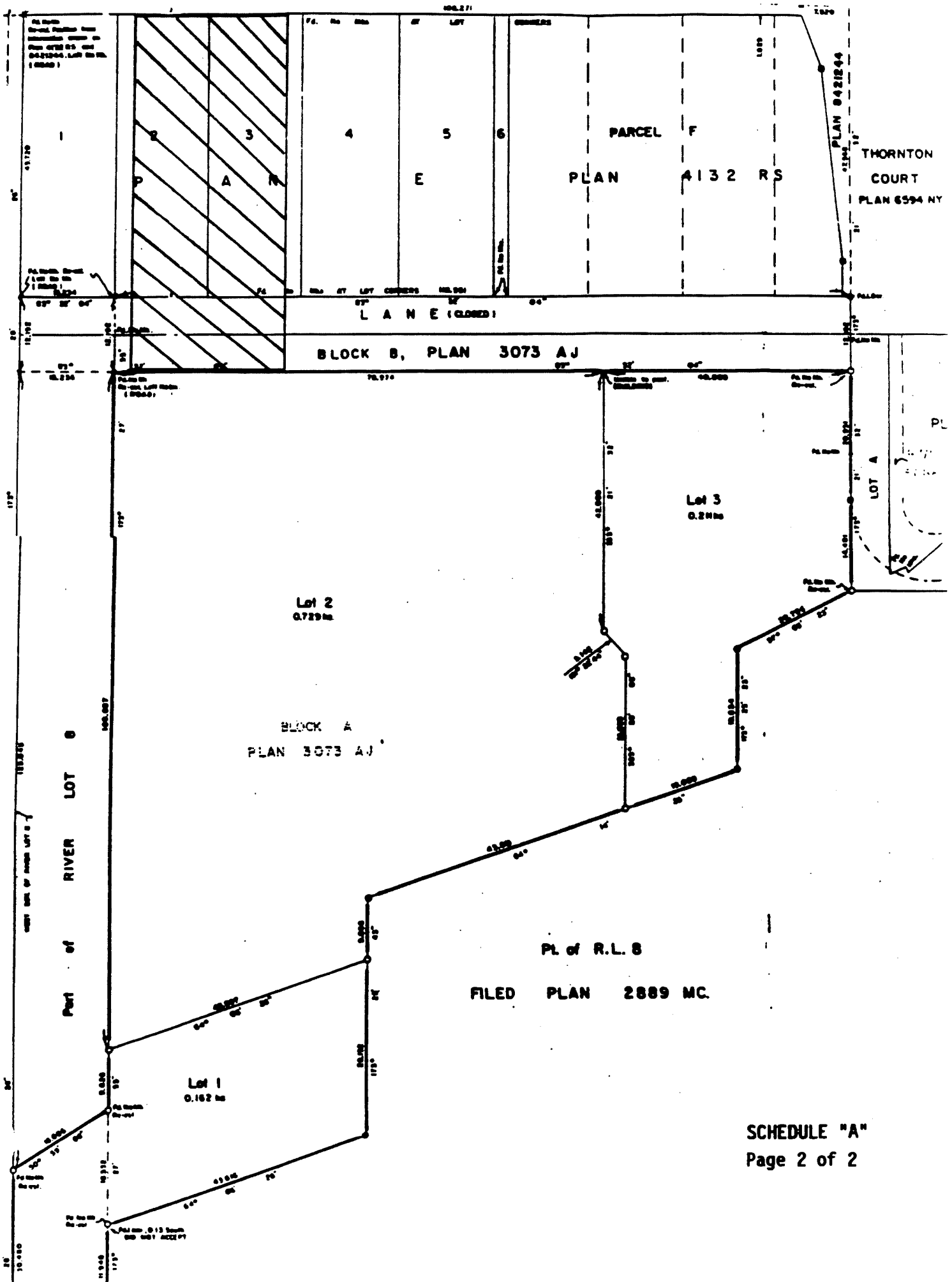
Plan (E)

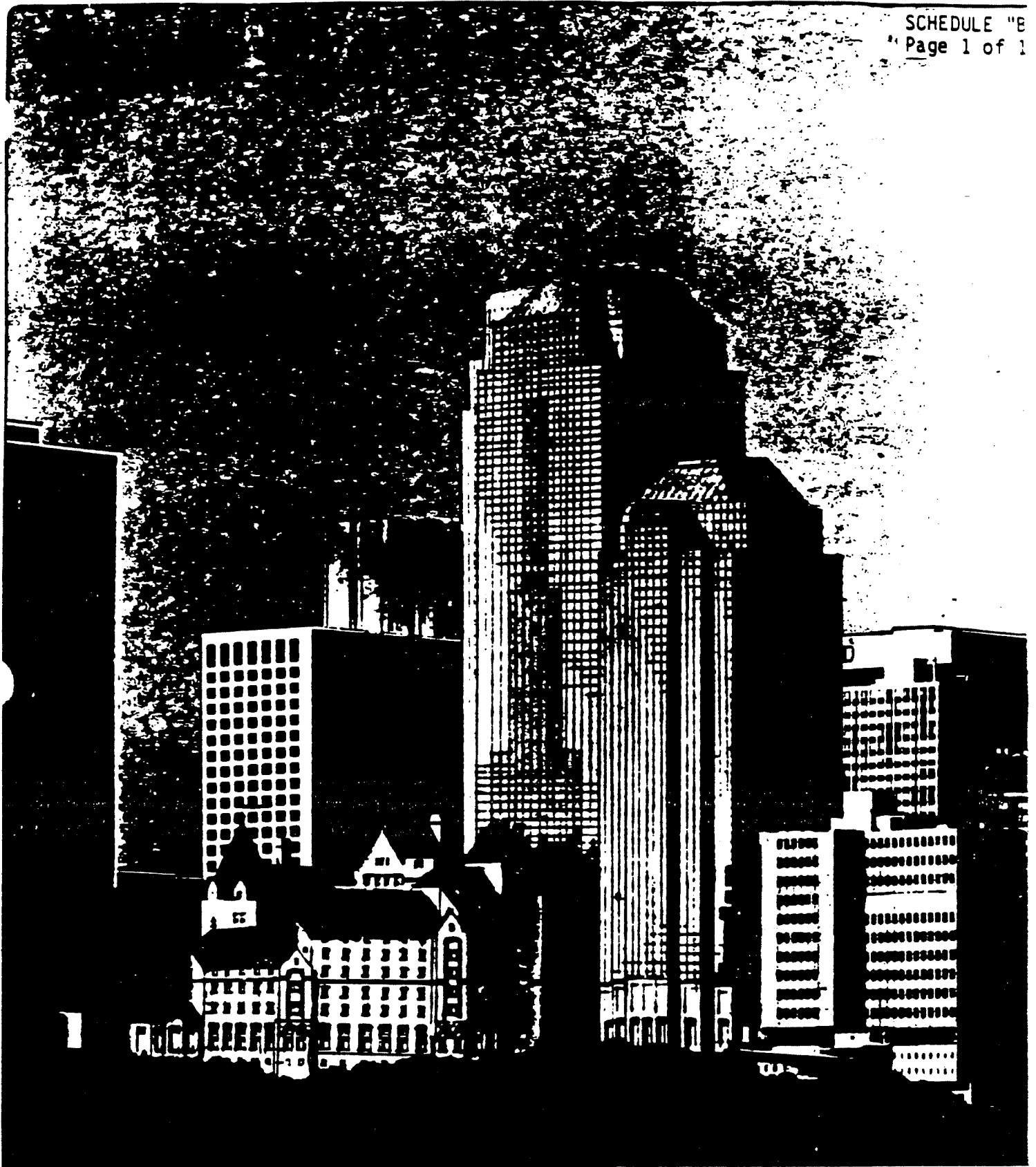
Lots Two (2) and Three (3), Excepting thereout the most easterly eight (8) feet of Lot Three (3) being surface only, Edmonton, River Lot Eight (8), excepting thereout all mines and minerals

Certificate of Title: 59-C-133

All that portion of the Twenty (20) foot lane, South of Jasper Avenue in River Lot Eight (8) in the City of Edmonton, aforesaid, as shown on Subdivision Plan (E) together with all that portion of Block (B) known as Thornton Drive in the said City of Edmonton, as shown on Subdivision Plan 3073 A.J., lying west of the production Northerly throughout the Eastern Boundary of Block (A), as shown on said Subdivision Plan 3073 A.J., and East of the Western Boundary of said Block (B), and its production Northerly throughout the said lane South of Jasper Avenue. Excepting thereout: All those portions taken for lane on said Plan E and of Block (B), Plan 3073 A.J., now known as Thornton Drive which lie between the straight production Southerly across the said lands of a line drawn West of and parallel with and Eight (8) feet perpendicularly distant from the Easterly limit of aforesaid Lot Three (3) and the straight production Northerly of the most Easterly Boundary of Block (A), as shown on said Plan 3073 A.J.

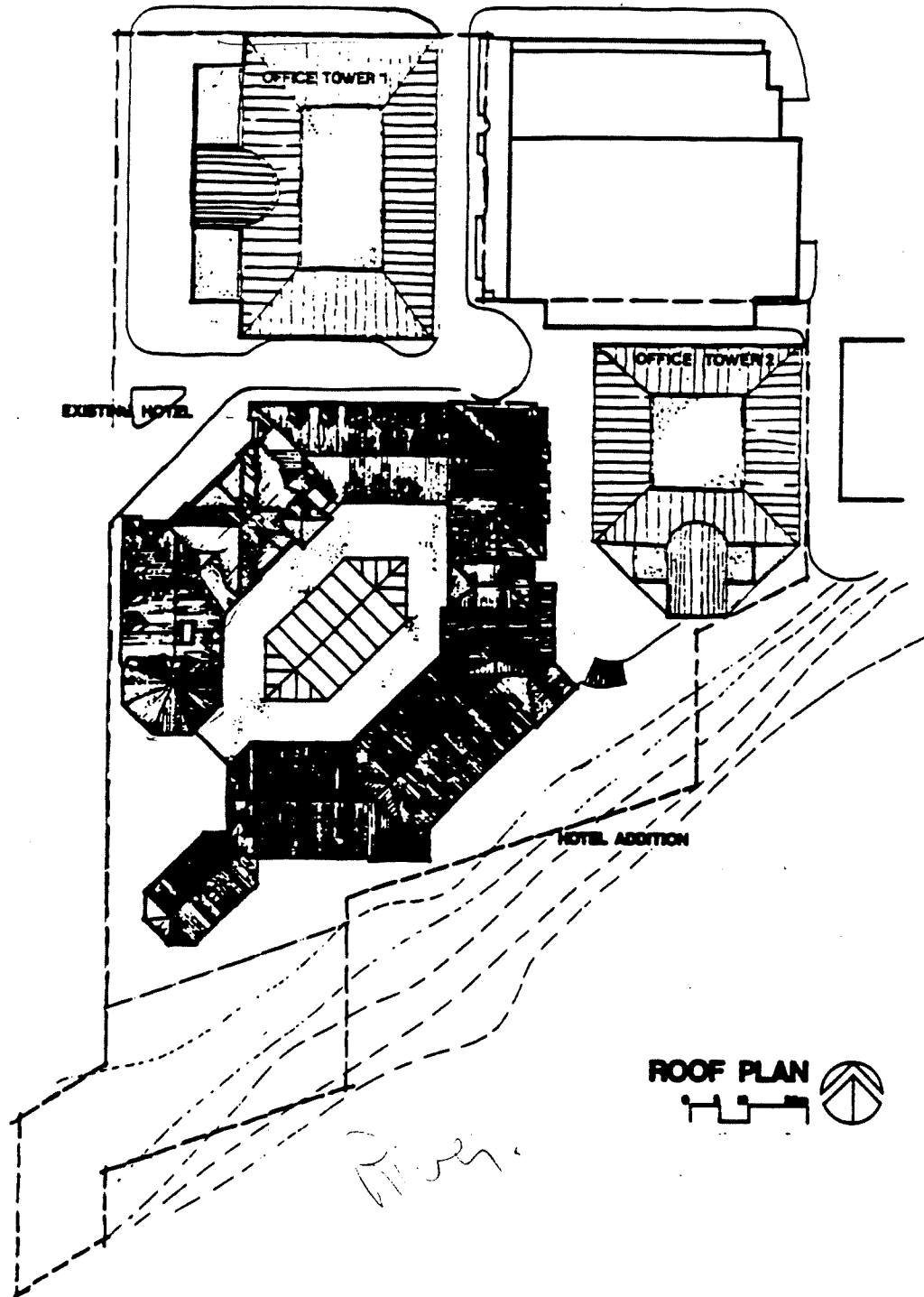
Excepting thereout all mines and minerals.





Macdonald Centre

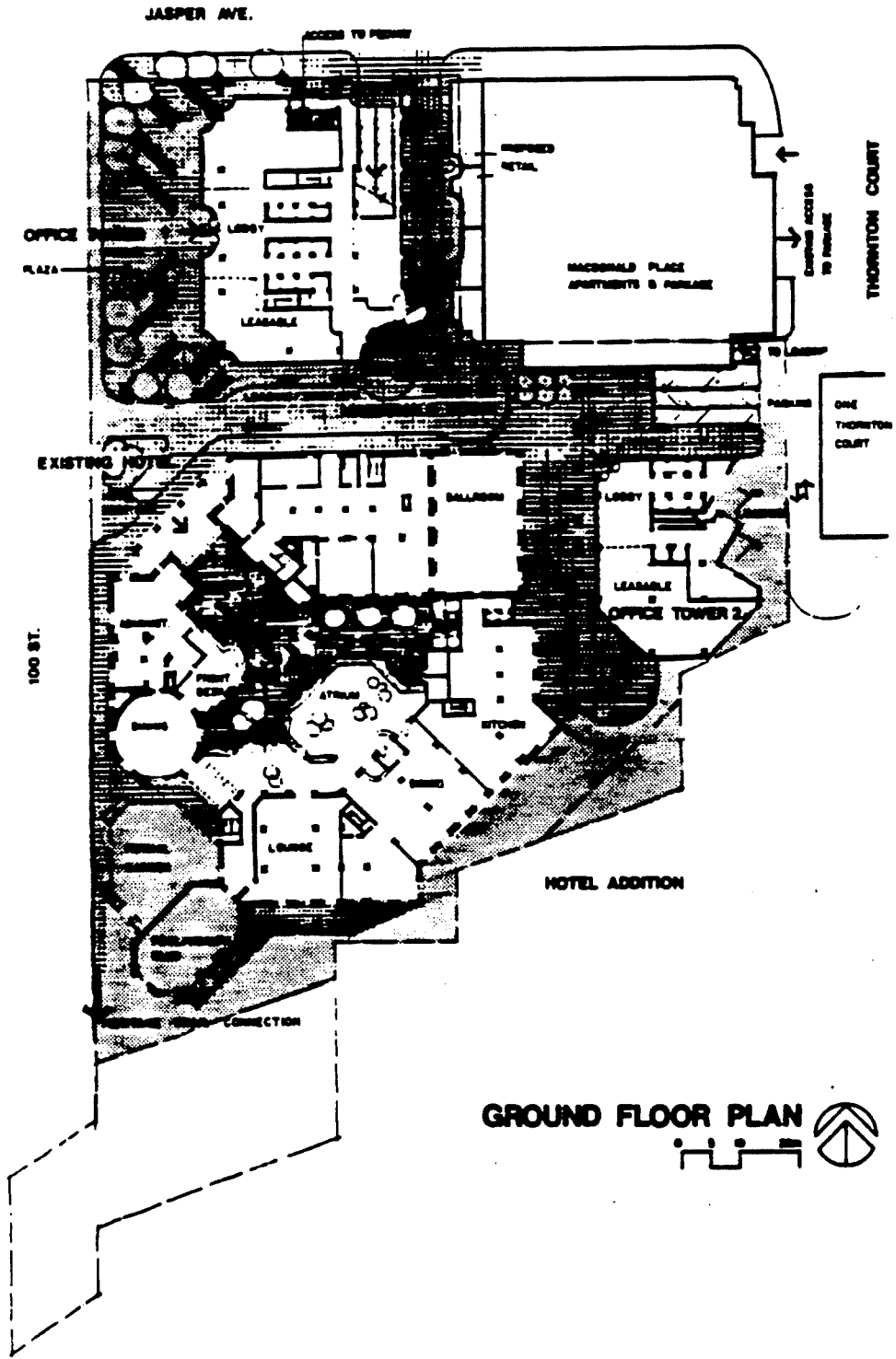
Joseph King



ROOF PLAN 

King





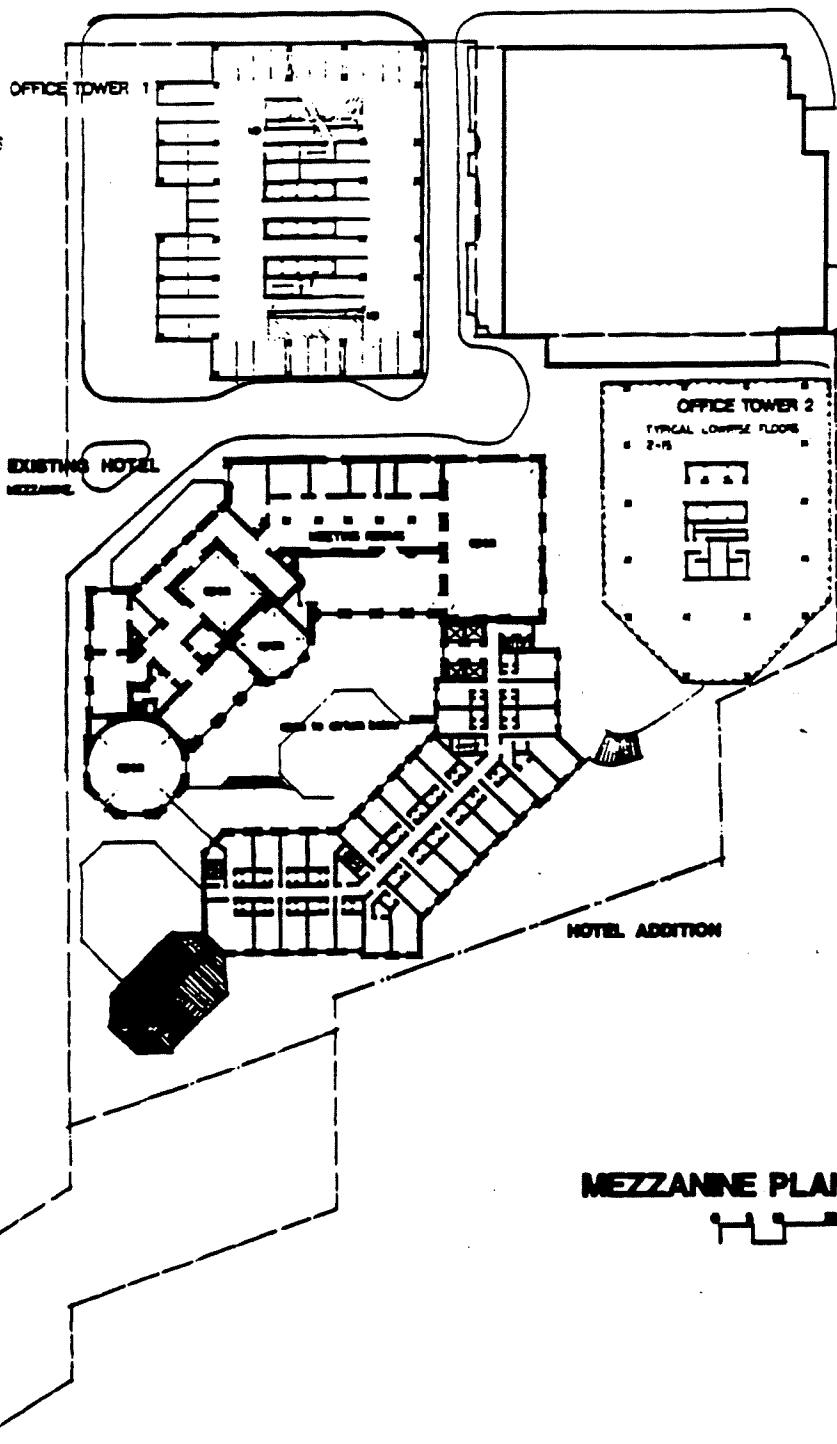
GROUND FLOOR PLAN




Macdonald Centre

by CN Real Estate and

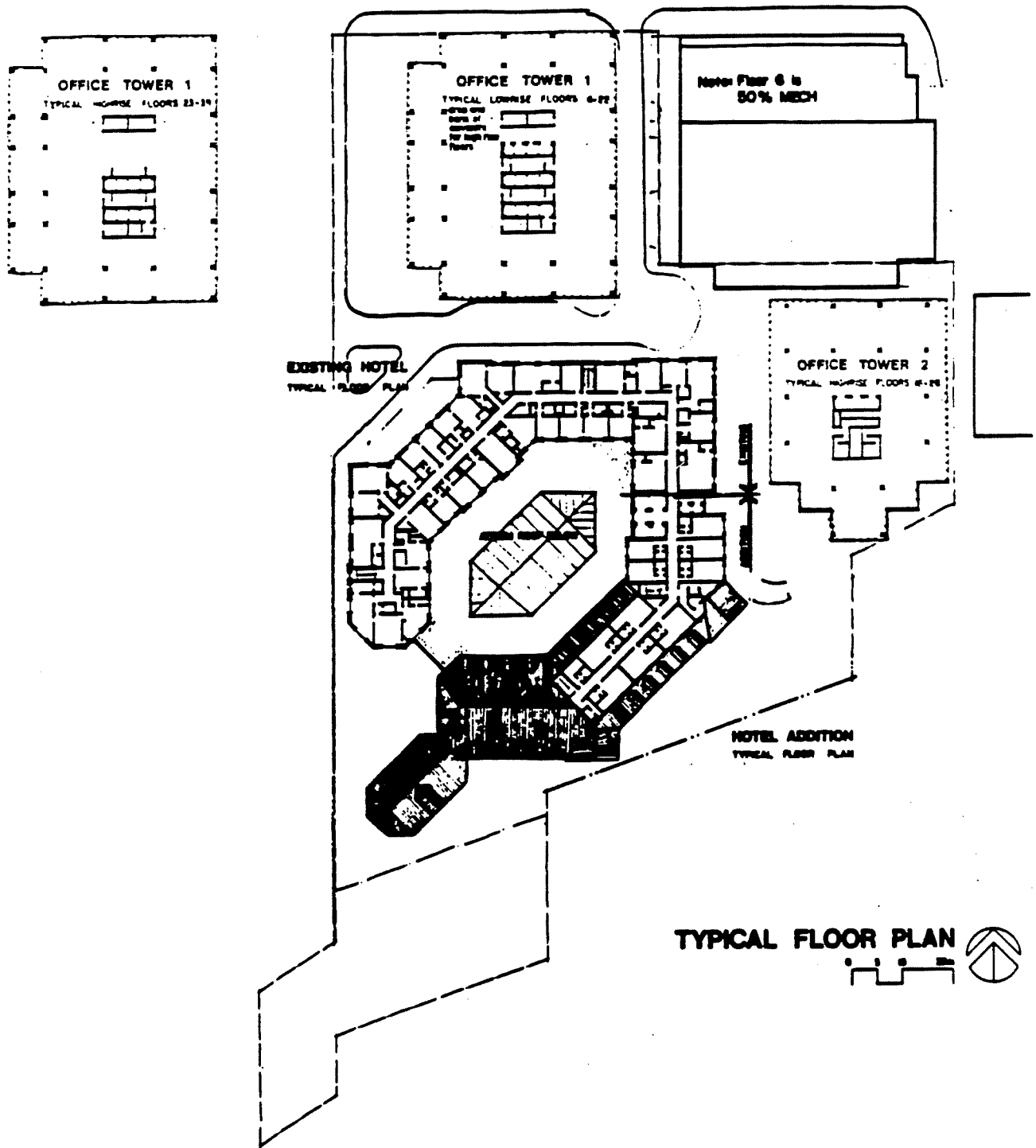
4 TYPICAL PARKING FLOORS
44 STALLS/FLOOR
(Note: Number of stalls
subject to final Structural
and Mechanical considerations)

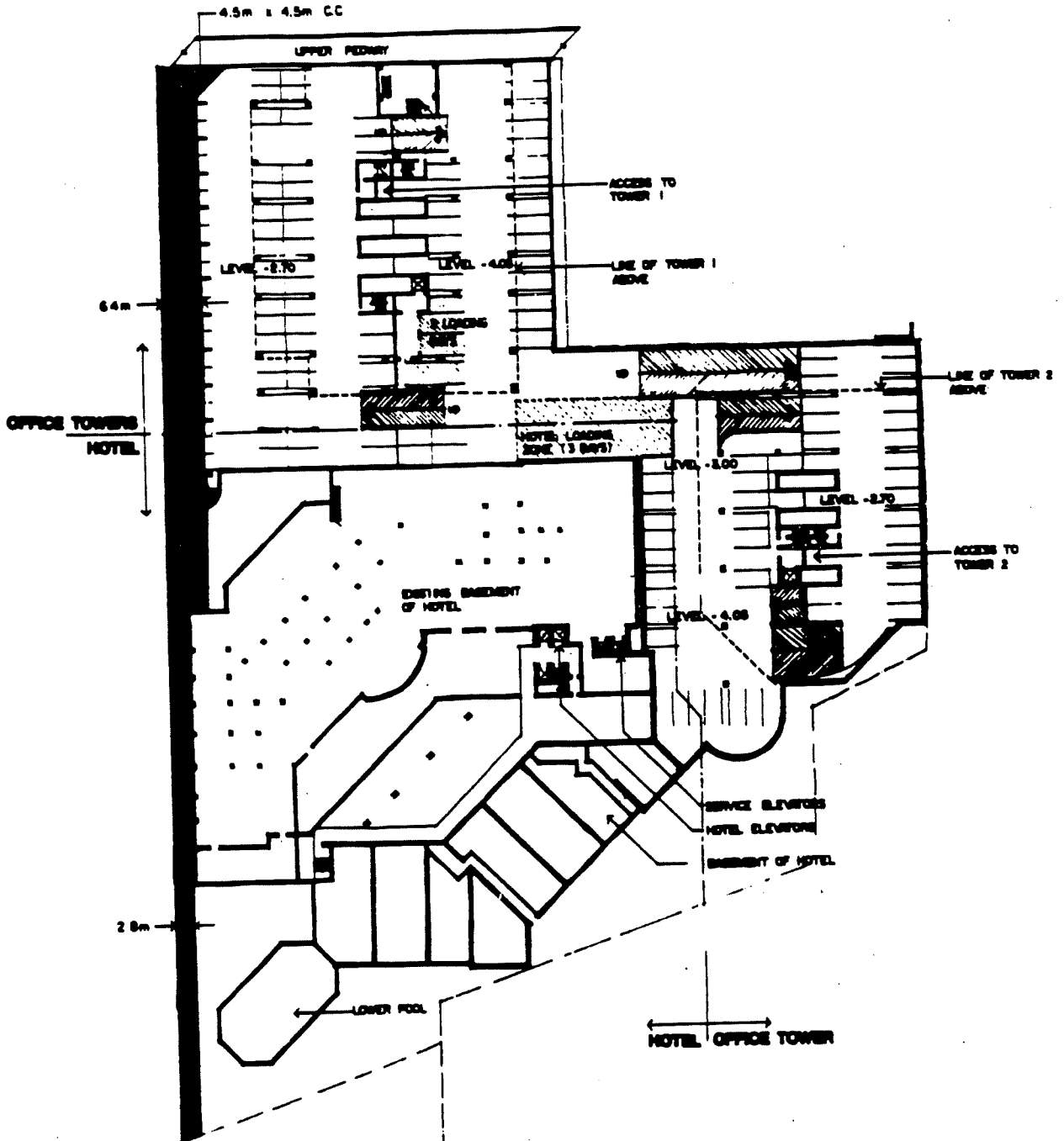


Note: Floor 15 is
50% MECH


MEZZANINE PLAN 





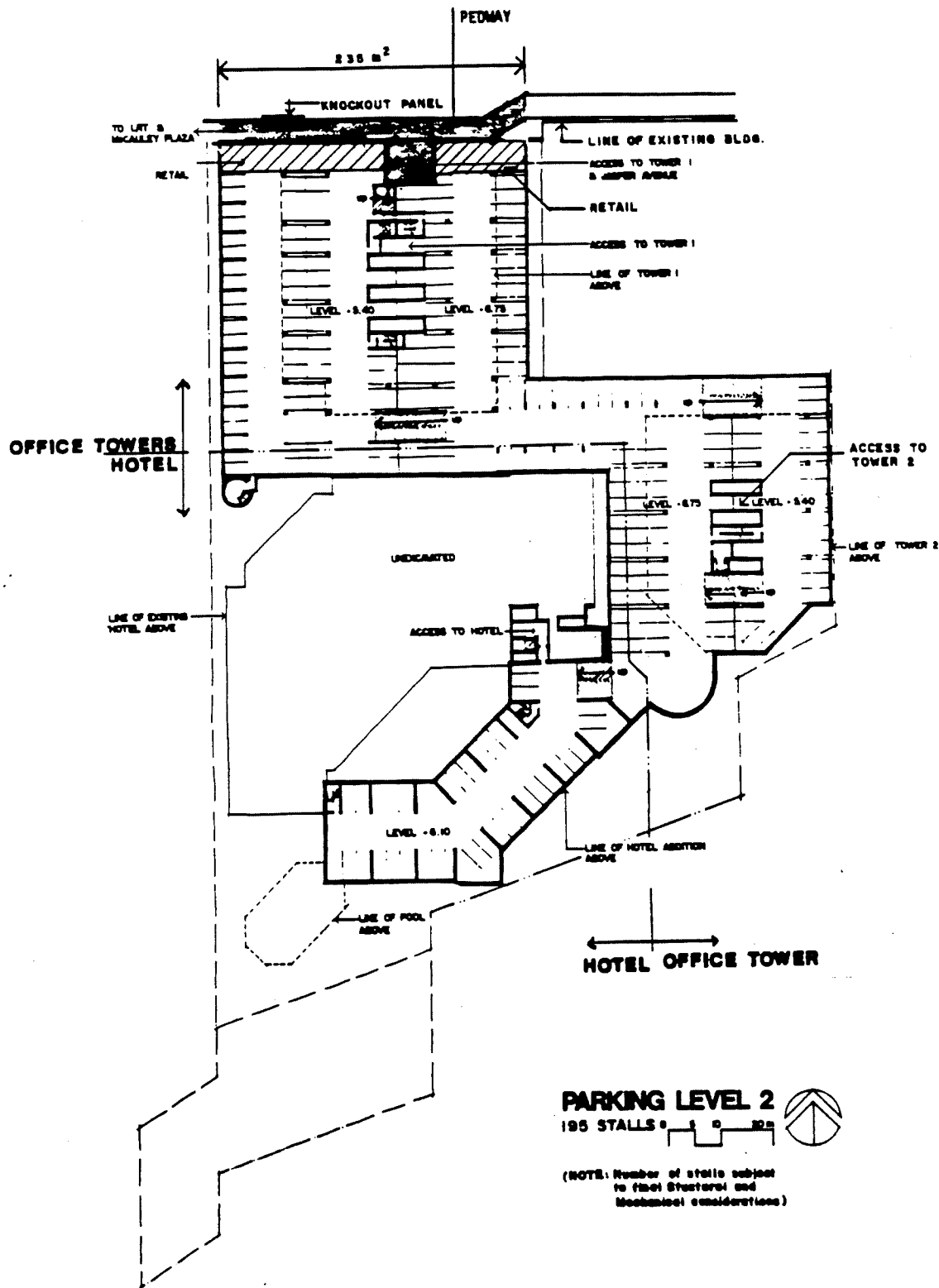


PARKING LEVEL 1
116 STALLS

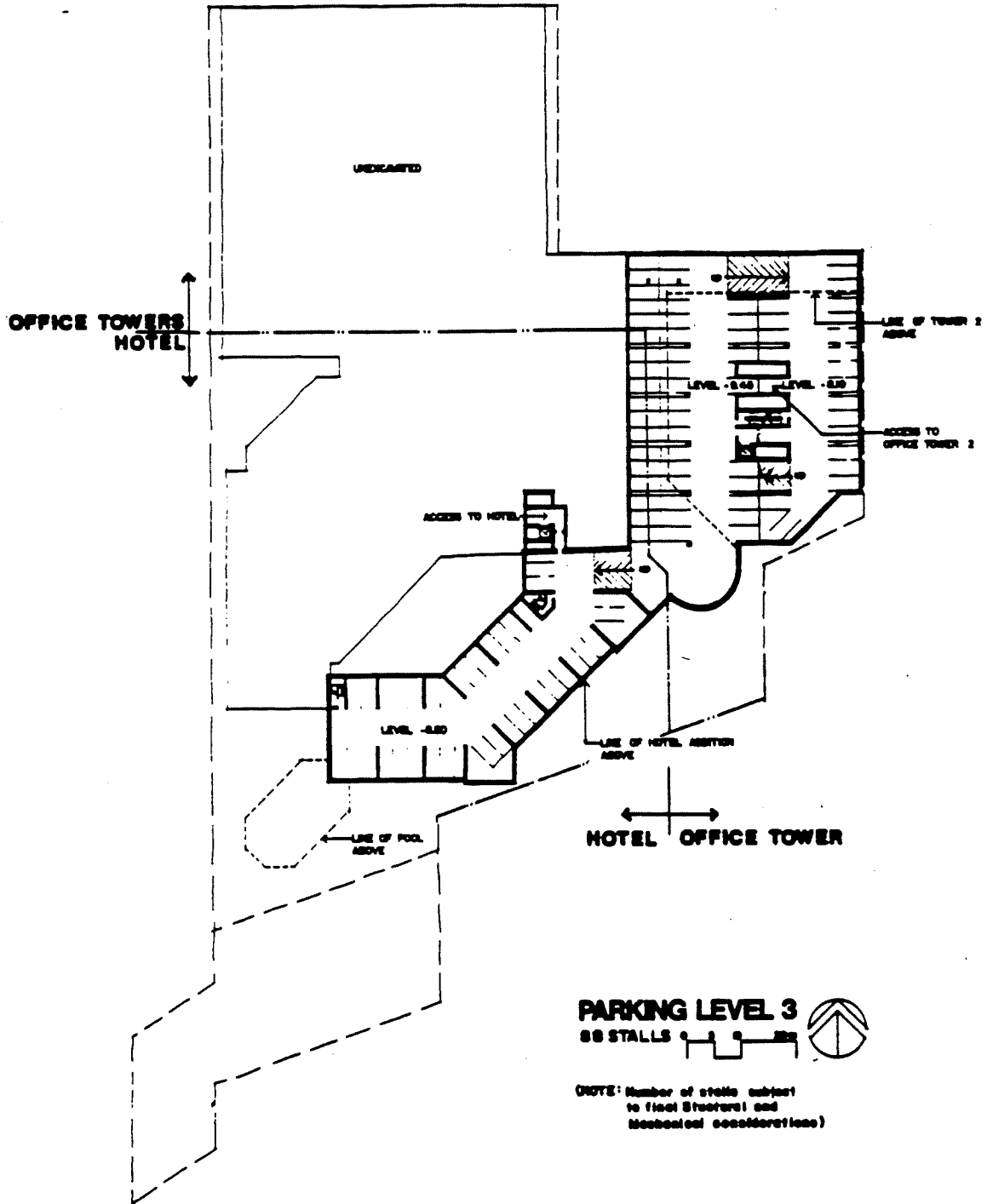


(NOTE: Number of stalls subject to final Structural and Mechanical considerations)





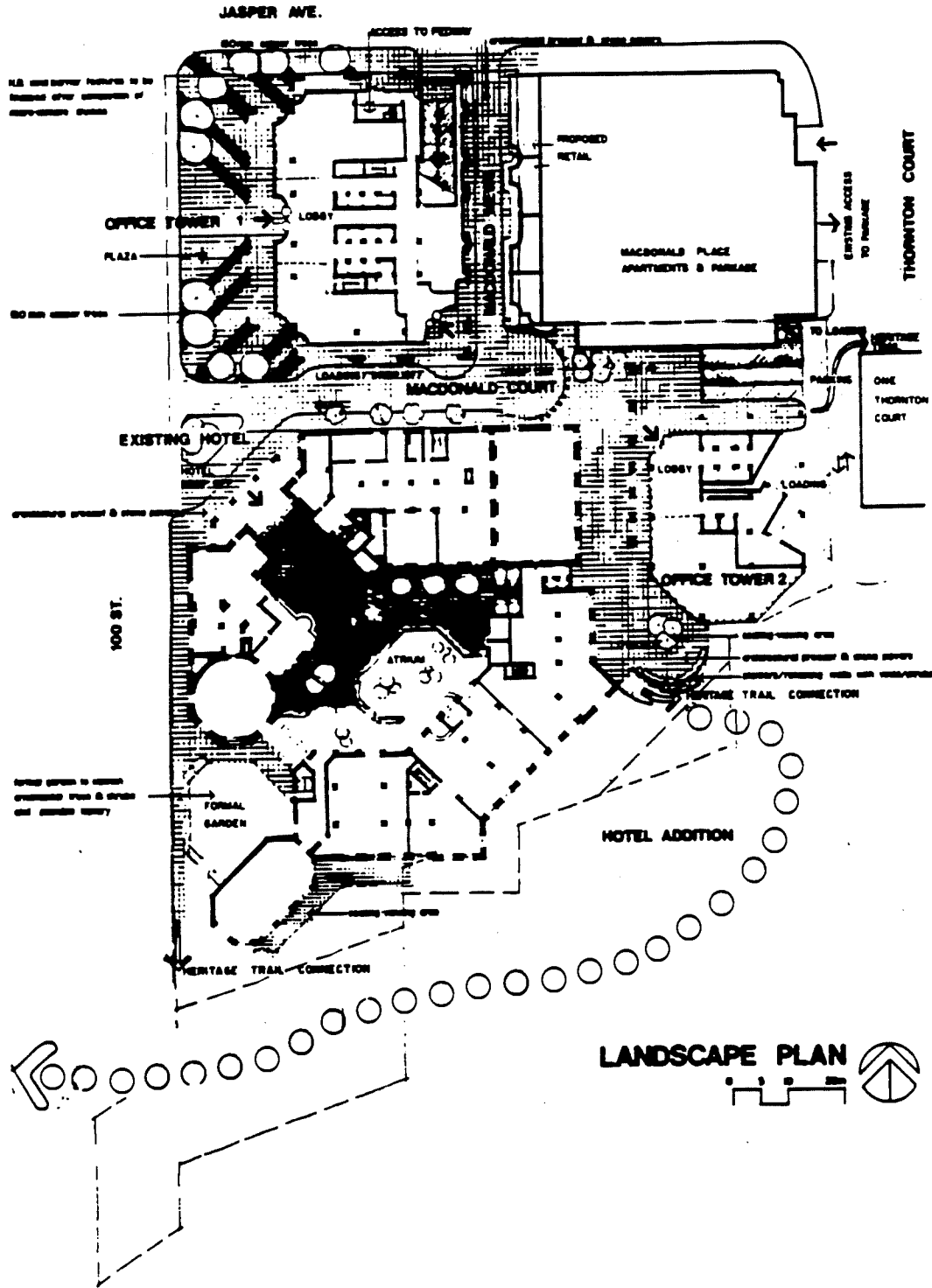
Macdonald Centre

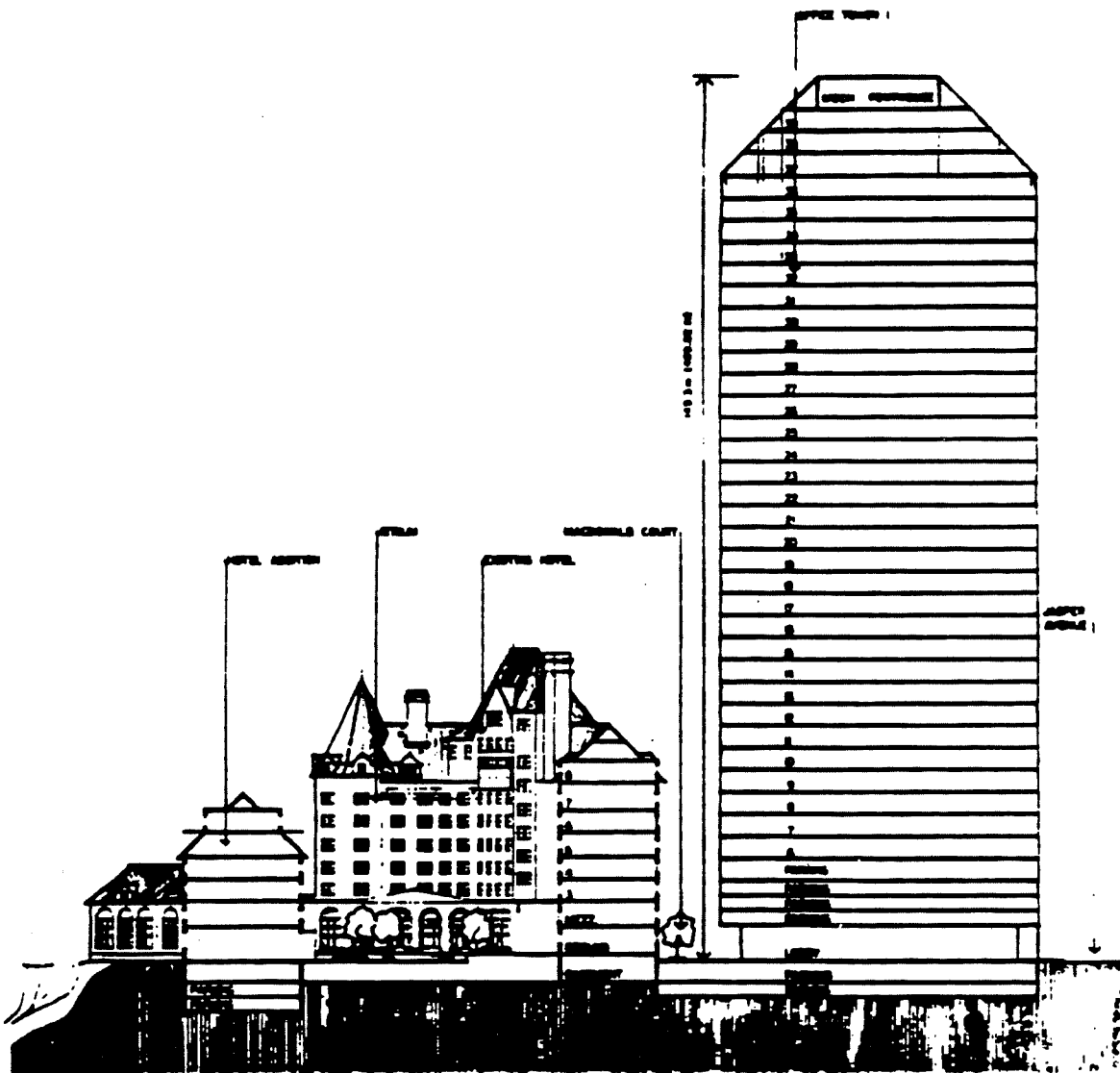


PARKING LEVEL 3
88 STALLS 

NOTE: Number of stalls subject to final Structural and Mechanical considerations)

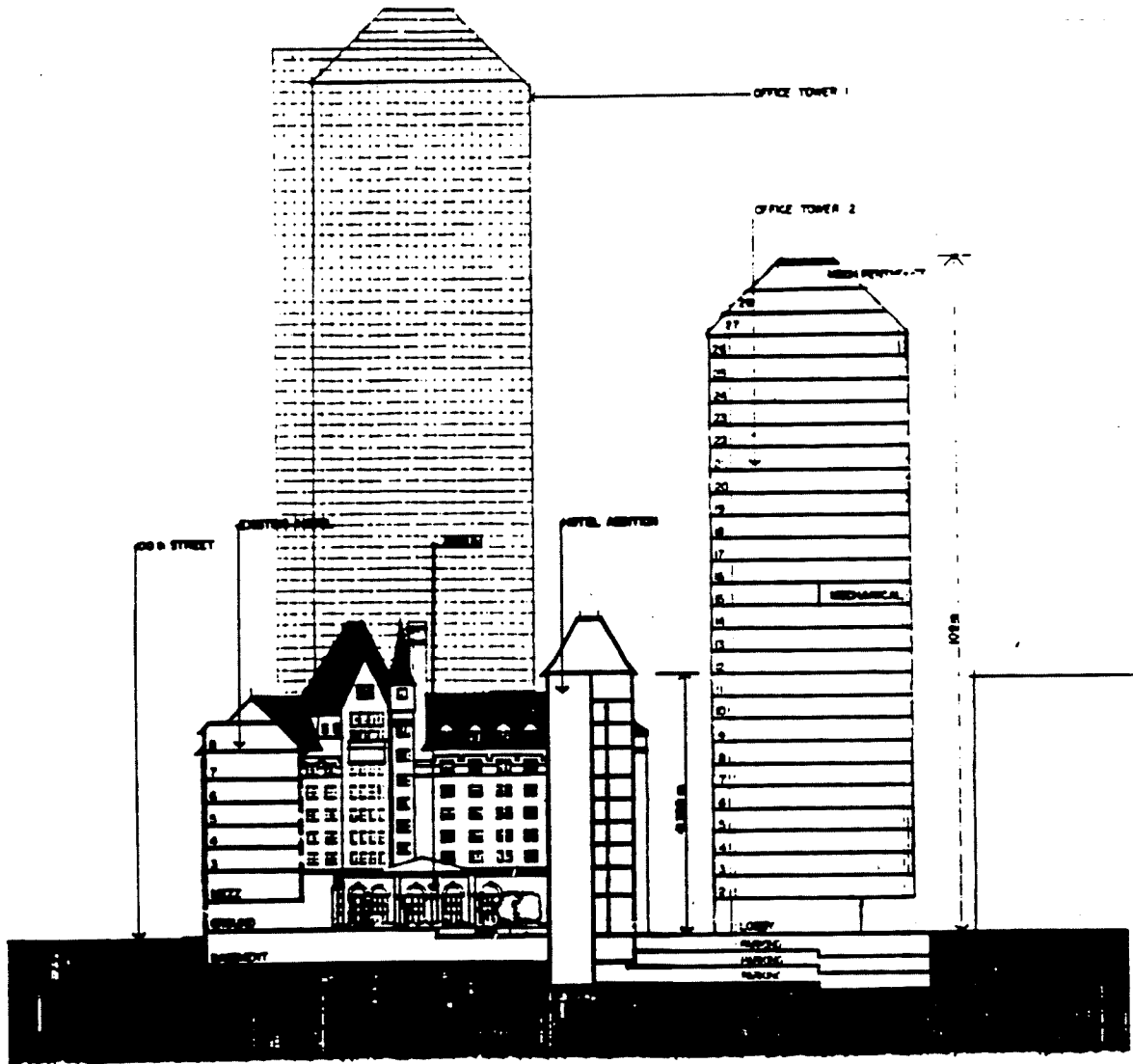






NORTH SOUTH SECTION



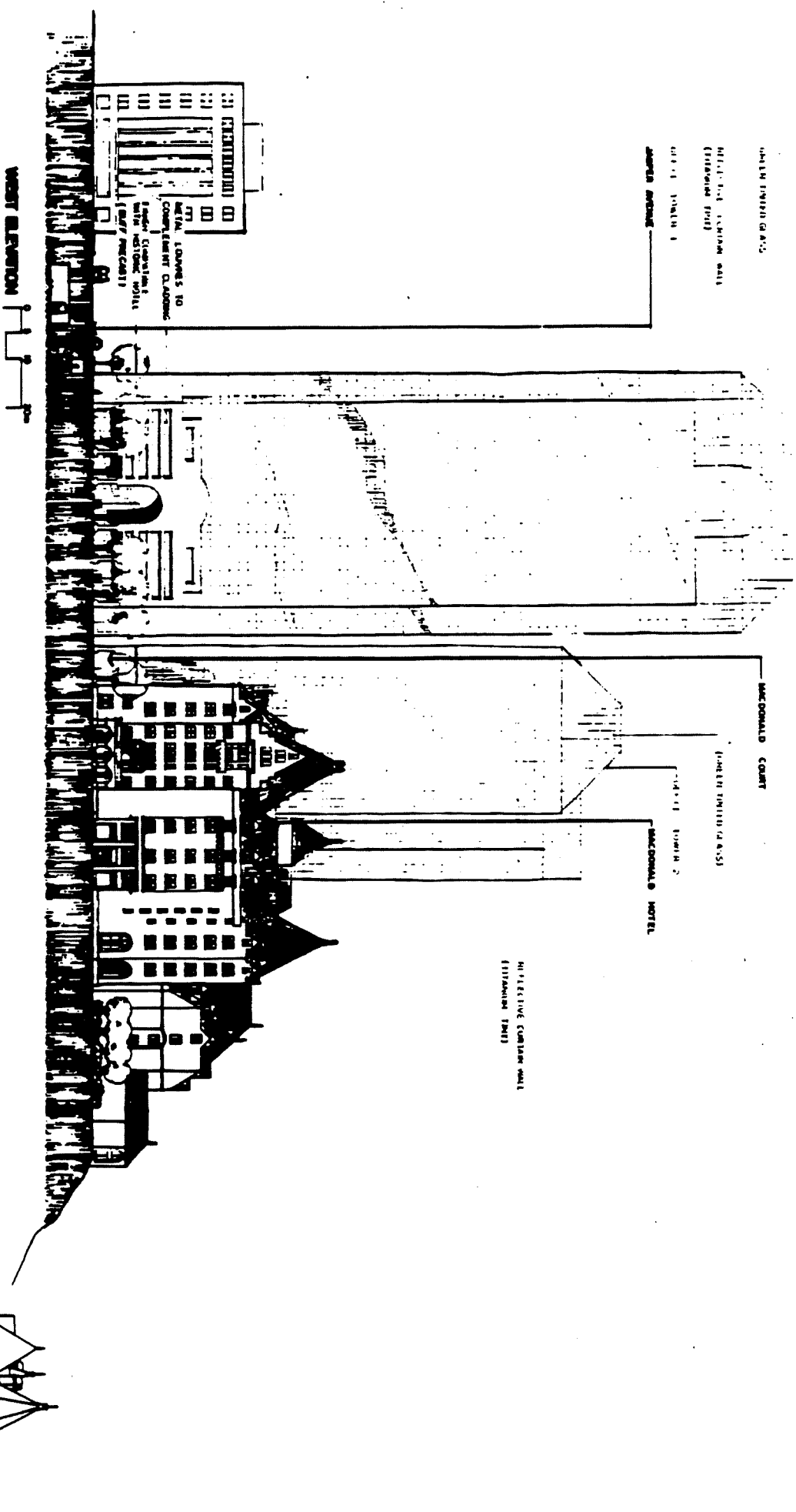


EAST WEST SECTION

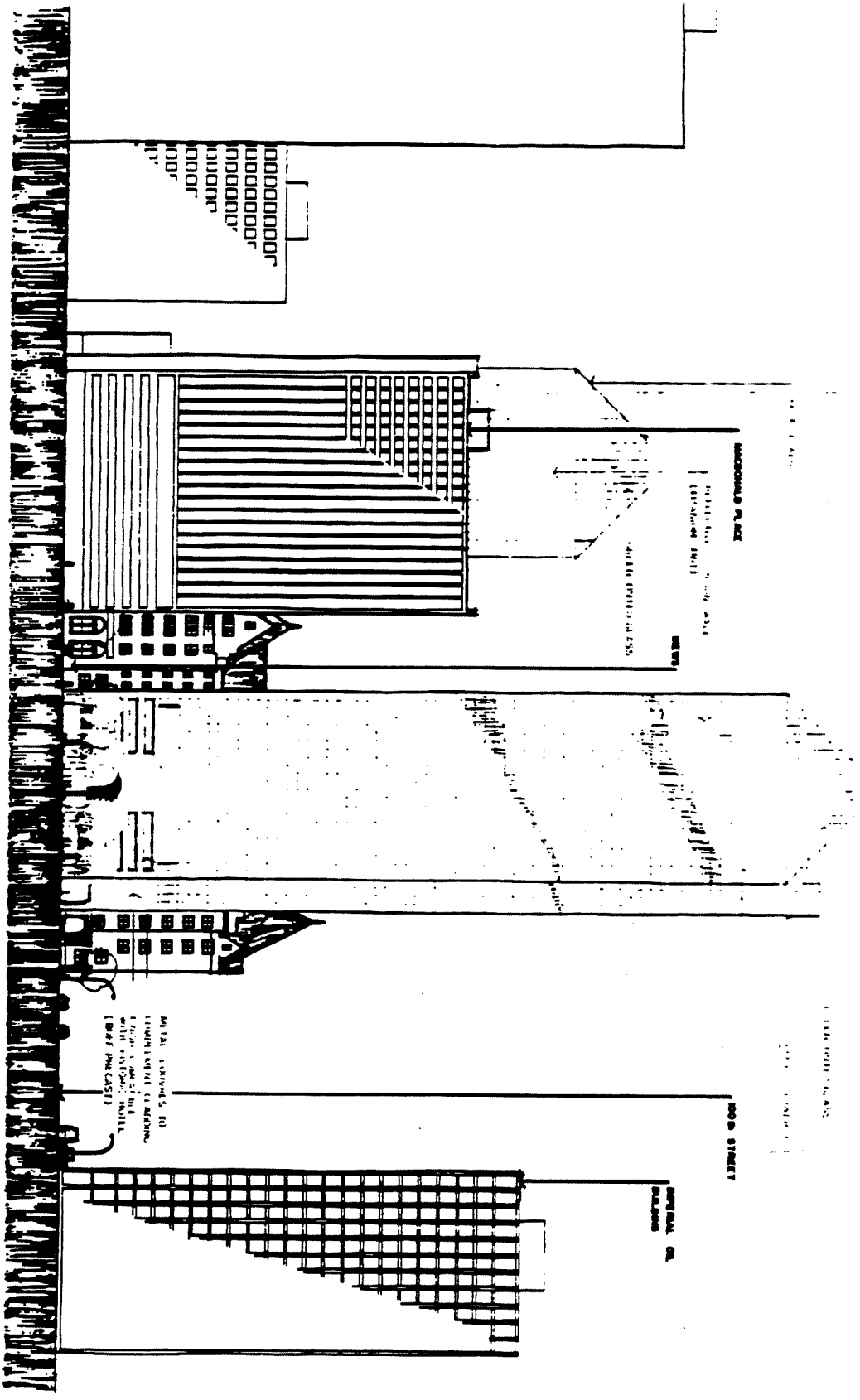


Note: Location & size of most
floors schematic only. Final
location & extent of mechanical
subject to change.

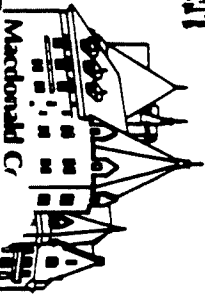




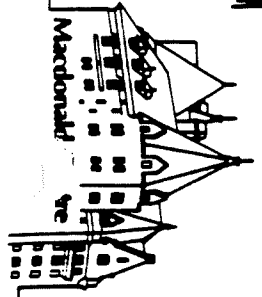
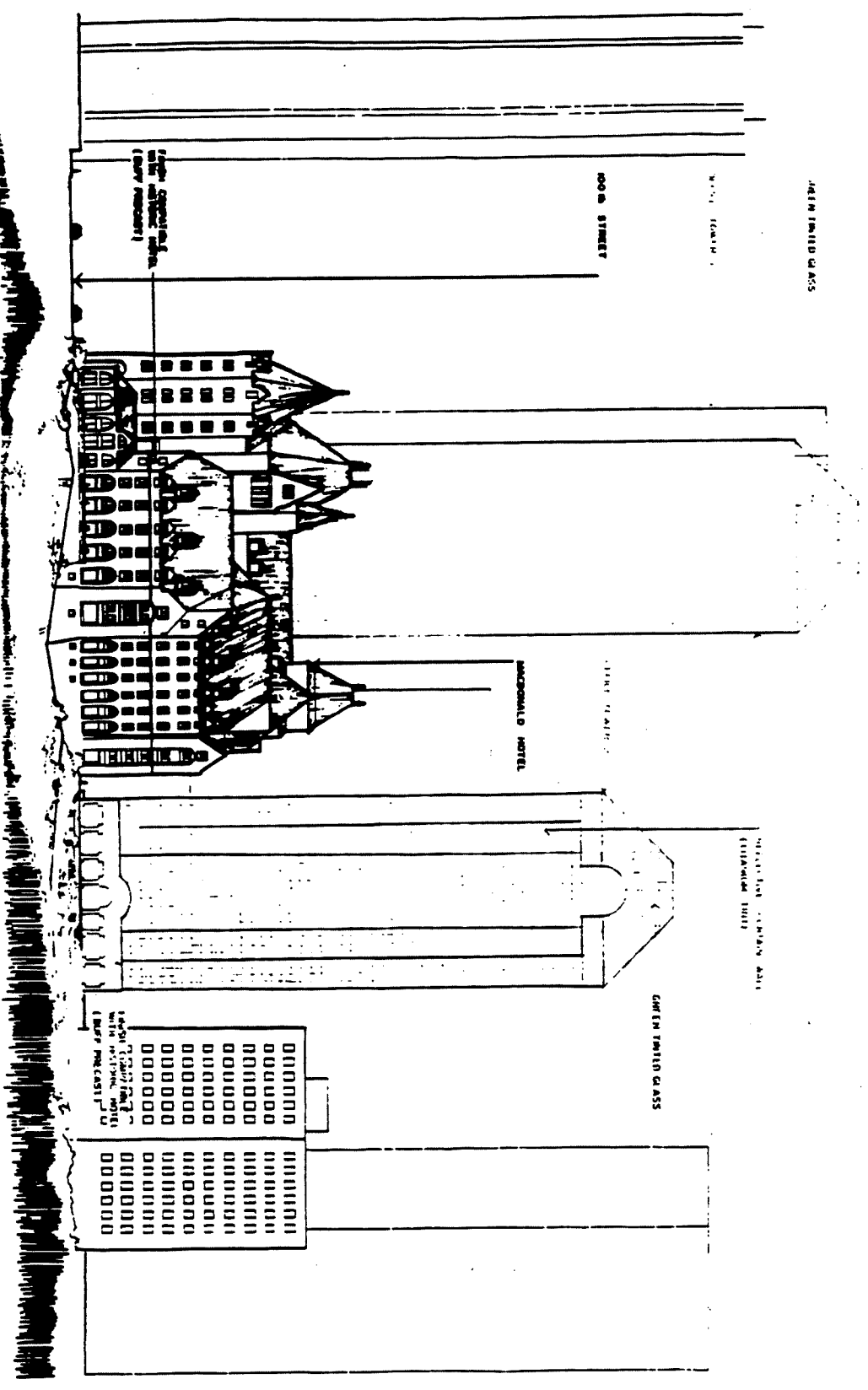
NORTH ELEVATION



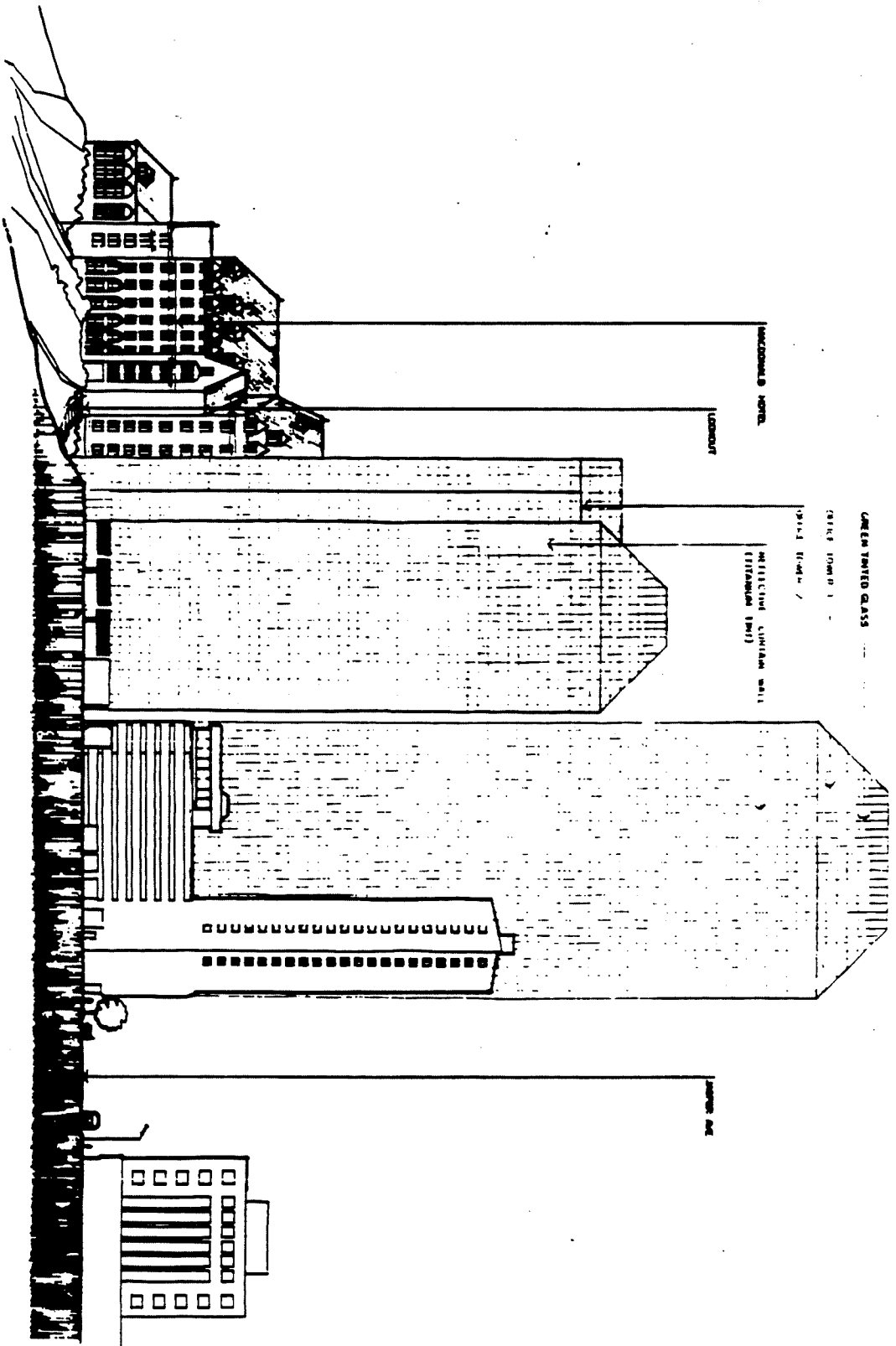
ARCHITECT: M. THOMPSON ARCHITECTS LTD
10000 HIGHWAY 101, SUITE 100
MARKHAM, ONTARIO L3R 9V7
(905) 477-1111

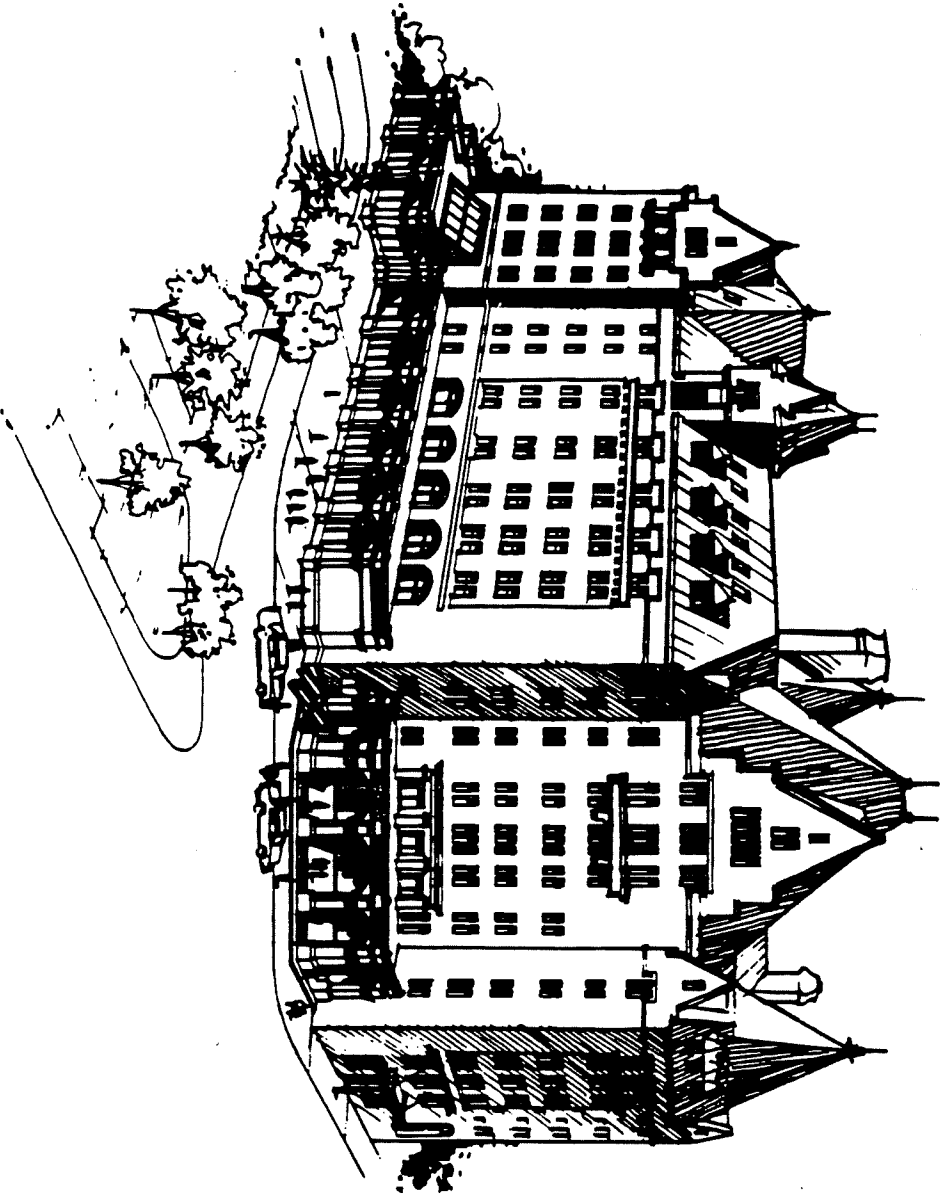


SOUTH ELEVATION



EAST ELEVATION





NO.	DATE	REVISION

STRUCTURE, MECHANICAL, ELECTRICAL, PLUMBING, AND HEATING CONTRACTORS TO BE AWARDED BY THE ARCHITECT.

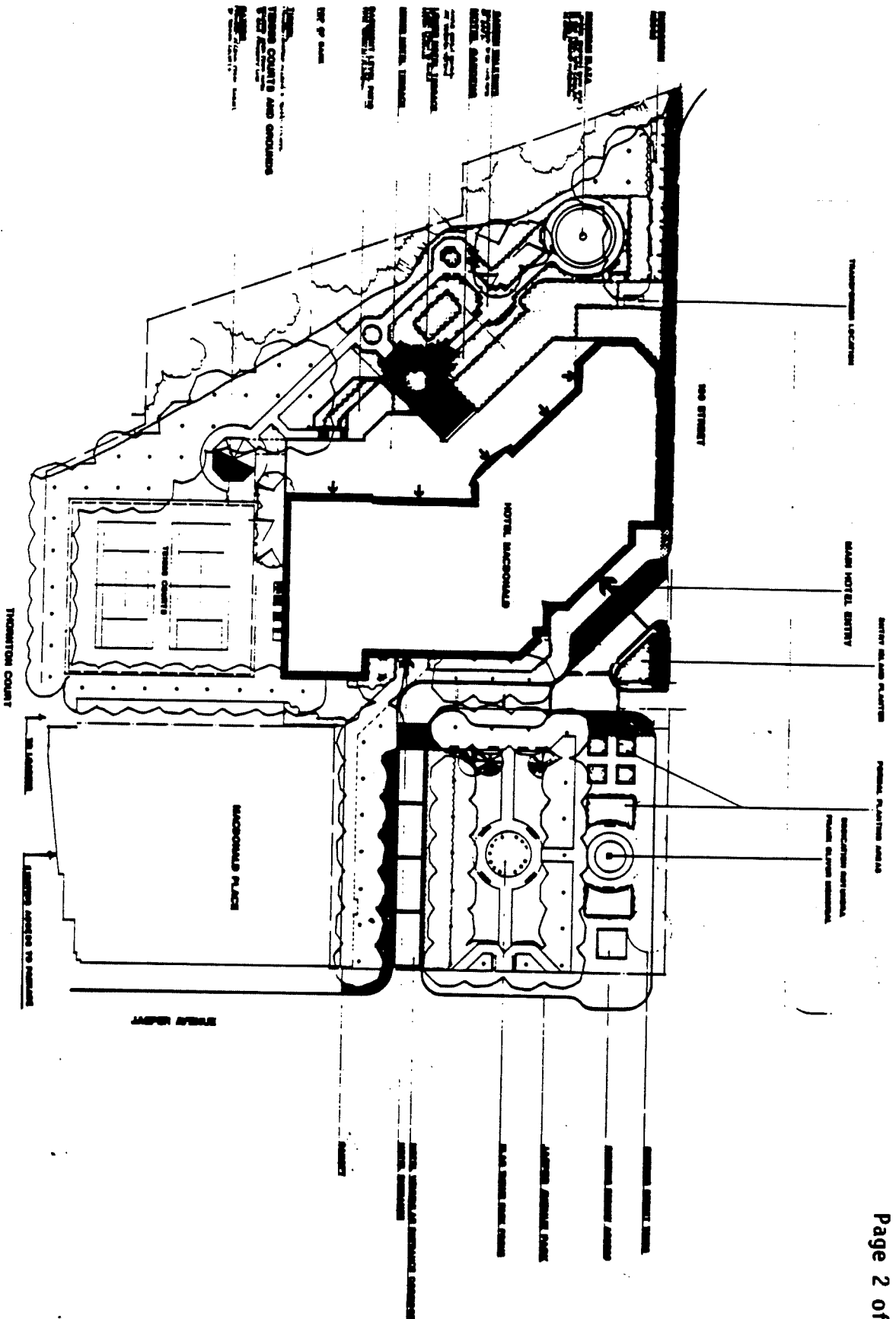
Hotel Madison

FOUNDER: THE BELL

PROGRAM

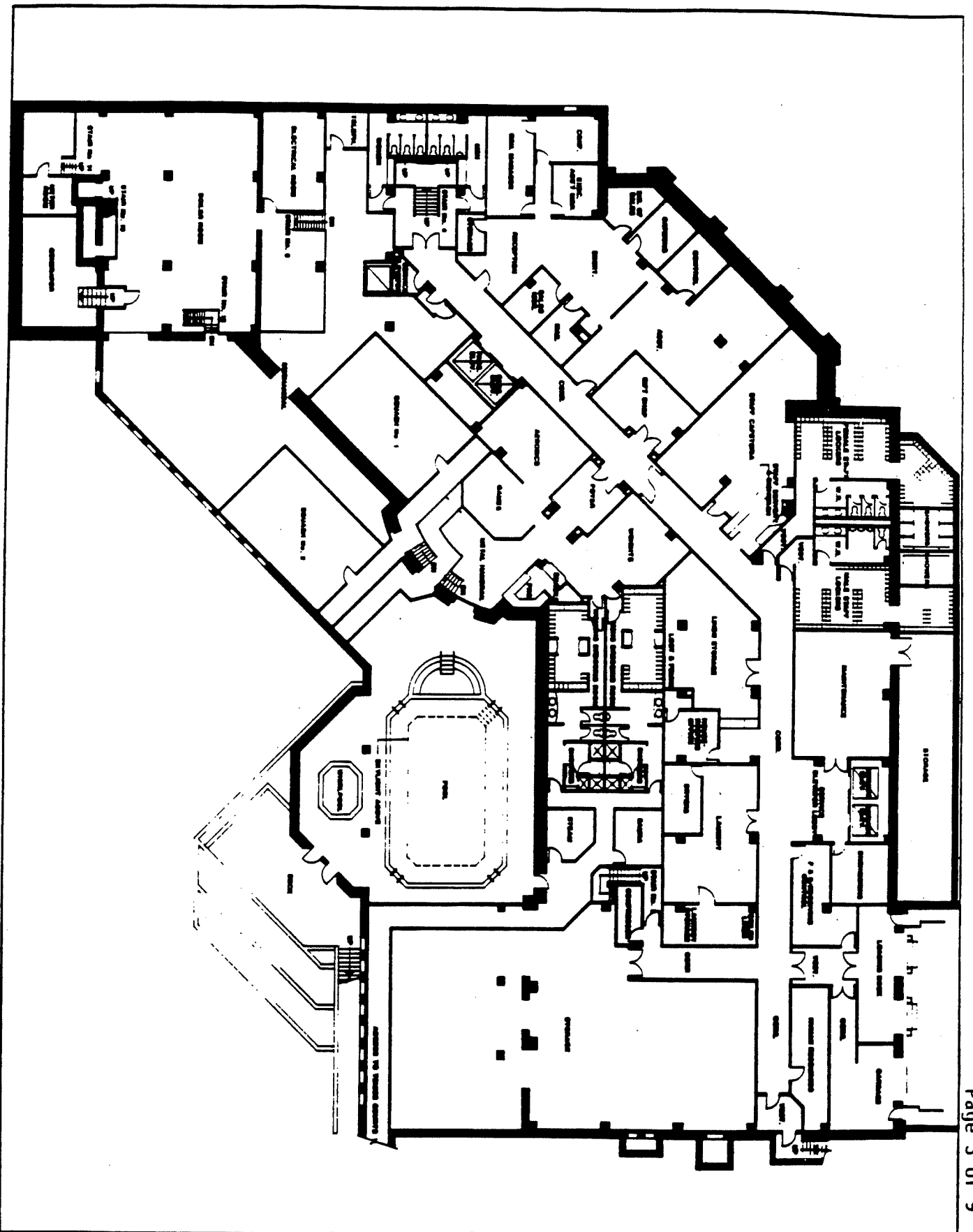
NO.	DATE	REVISION

80-878

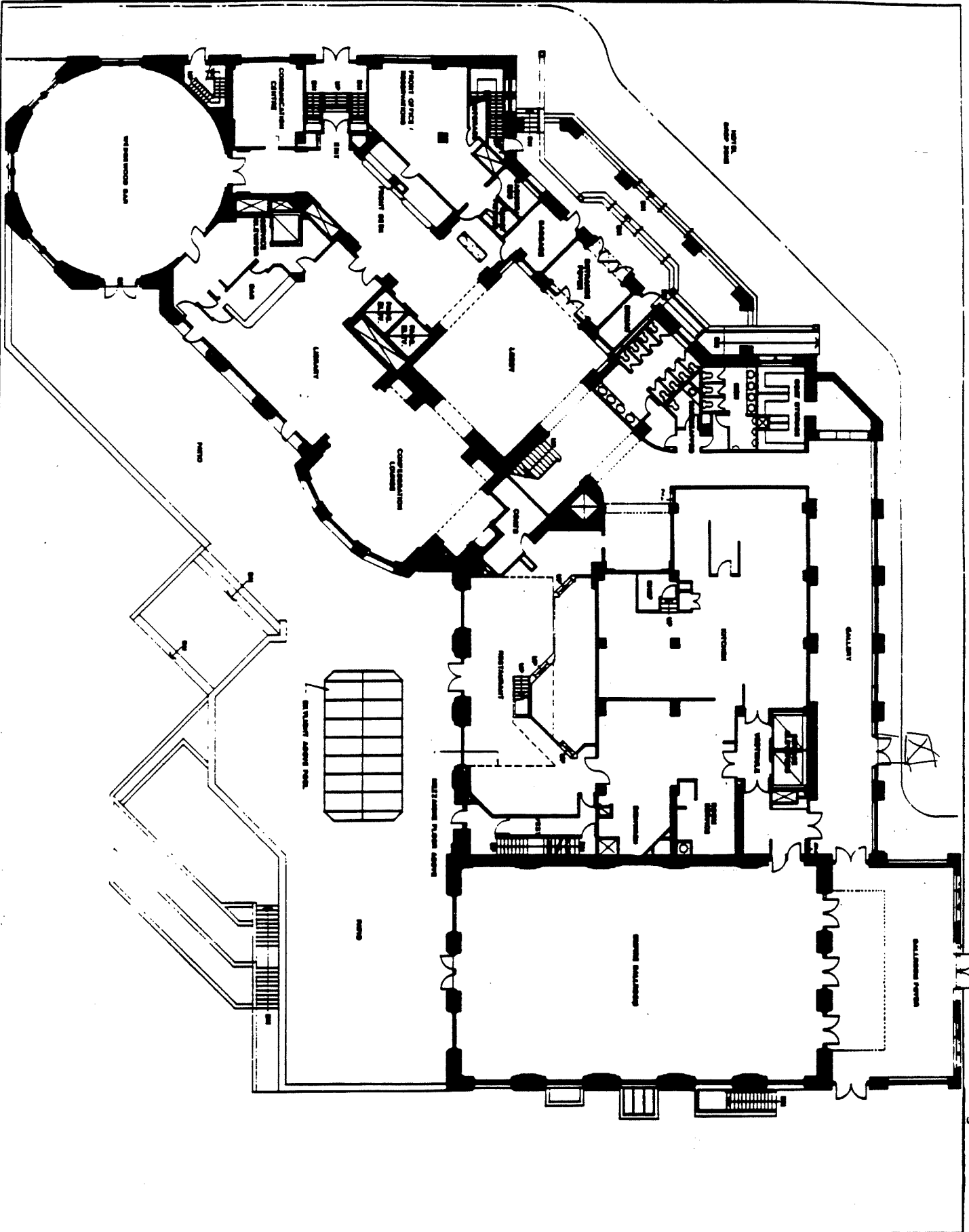


GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. REFER TO SCHEDULE "A" FOR FINISHES AND MATERIALS.
 3. REFER TO SCHEDULE "B" FOR MECHANICAL AND ELECTRICAL REQUIREMENTS.
 4. REFER TO SCHEDULE "C" FOR STRUCTURAL REQUIREMENTS.
 5. REFER TO SCHEDULE "D" FOR LANDSCAPE REQUIREMENTS.
 6. REFER TO SCHEDULE "E" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 7. REFER TO SCHEDULE "F" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 8. REFER TO SCHEDULE "G" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 9. REFER TO SCHEDULE "H" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 10. REFER TO SCHEDULE "I" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 11. REFER TO SCHEDULE "J" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 12. REFER TO SCHEDULE "K" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 13. REFER TO SCHEDULE "L" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 14. REFER TO SCHEDULE "M" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 15. REFER TO SCHEDULE "N" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 16. REFER TO SCHEDULE "O" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 17. REFER TO SCHEDULE "P" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 18. REFER TO SCHEDULE "Q" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 19. REFER TO SCHEDULE "R" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 20. REFER TO SCHEDULE "S" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 21. REFER TO SCHEDULE "T" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 22. REFER TO SCHEDULE "U" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 23. REFER TO SCHEDULE "V" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 24. REFER TO SCHEDULE "W" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 25. REFER TO SCHEDULE "X" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 26. REFER TO SCHEDULE "Y" FOR SPECIALTY CONTRACTOR REQUIREMENTS.
 27. REFER TO SCHEDULE "Z" FOR SPECIALTY CONTRACTOR REQUIREMENTS.

PROGRAM SITE/LANDSCAPE PLAN NO-6878		CLIENT Hill Woodrow		DATE 2017.10	
PROJECT Hill Woodrow		DESIGNER Hill Woodrow		SCALE 1/8" = 1'-0"	
PROJECT NO. Hill Woodrow		PROJECT NO. Hill Woodrow		PROJECT NO. Hill Woodrow	
PROJECT NO. Hill Woodrow		PROJECT NO. Hill Woodrow		PROJECT NO. Hill Woodrow	



<p> </p>	
<p> Head Architect [Name] </p>	
<p> PROGRAM Lower Floor Plan [Project Name] </p>	
<p> [Project Address] [City, State, Zip] </p>	
<p> [Date] [Revision] </p>	
<p> [Scale] [Notes] </p>	

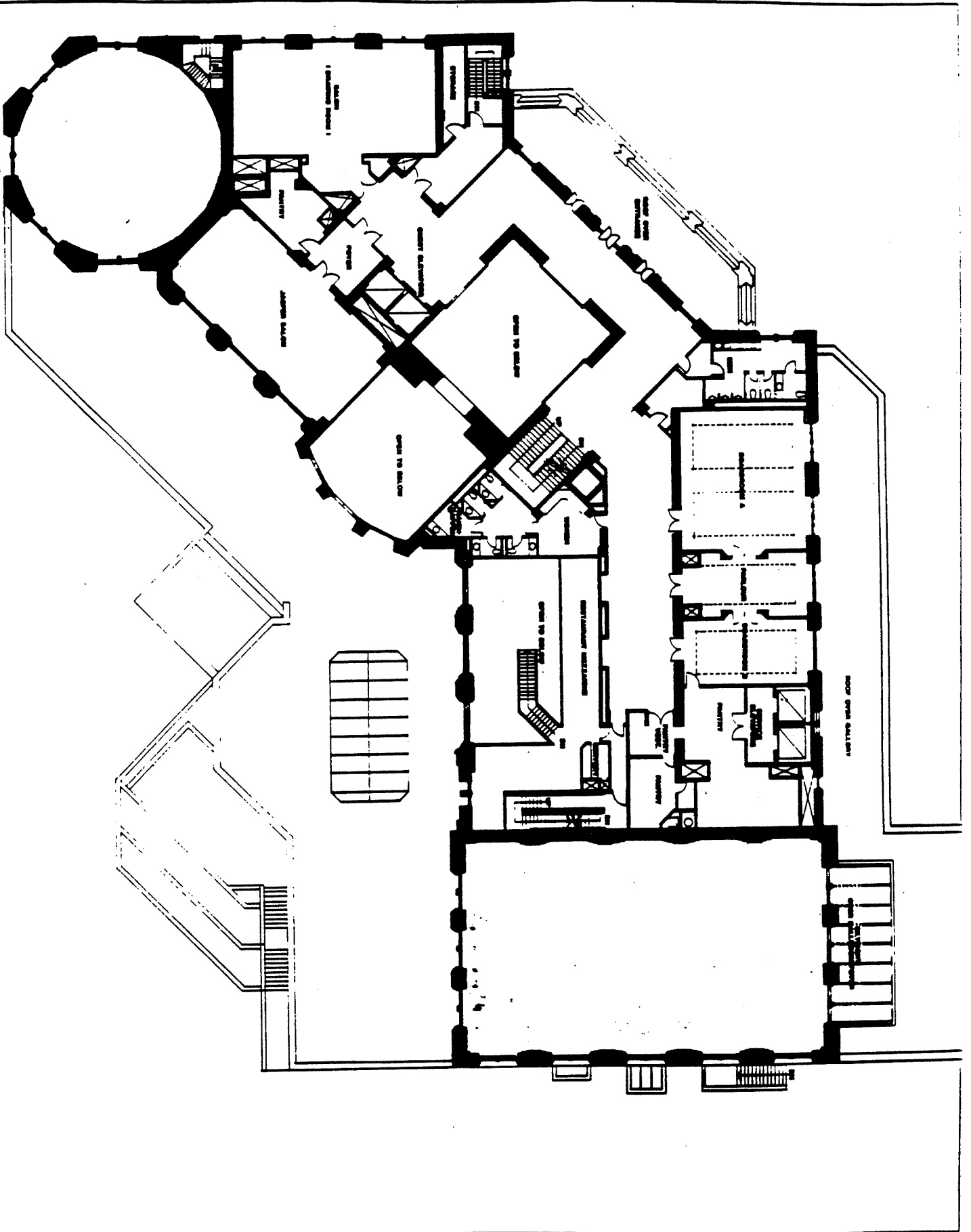


PROGRAM:
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.
NO-0870

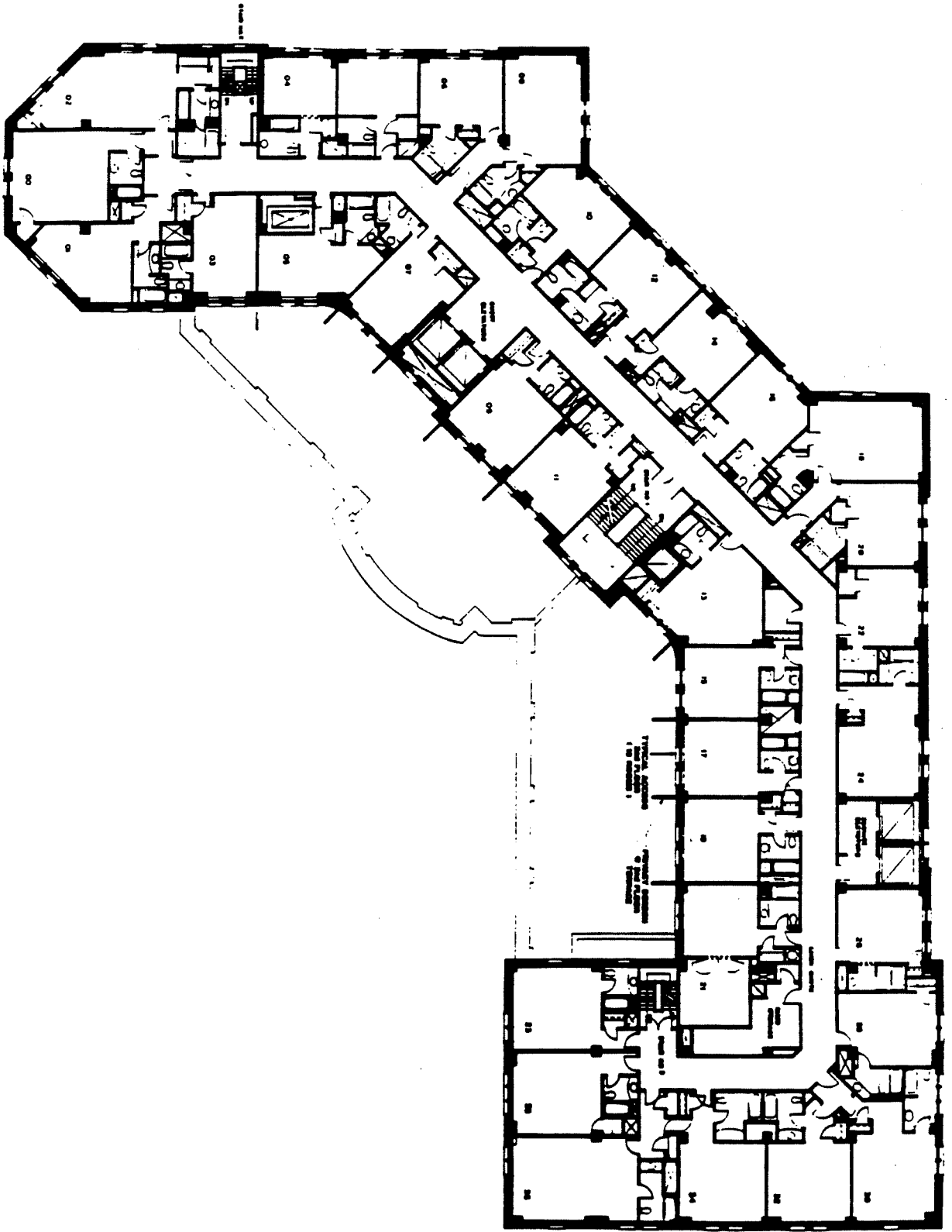
GROUND FLOOR PLAN
 Construction (B) Under S.A.
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.

Field Work
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.
 150,000 sq. ft.

150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.
150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.
150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.	150,000 sq. ft.



PROJECT: *Feld/Westwood*
ARCHITECT: *Cushman, Buckle, Hill, Fields & Lee*
DATE: *1978*
NO.: *SO-8878*
SCALE: *1/8" = 1'-0"*
DATE: *1978*
NO.: *SO-8878*



Legend
 [Symbol] [Description]
 [Symbol] [Description]
 [Symbol] [Description]
 [Symbol] [Description]

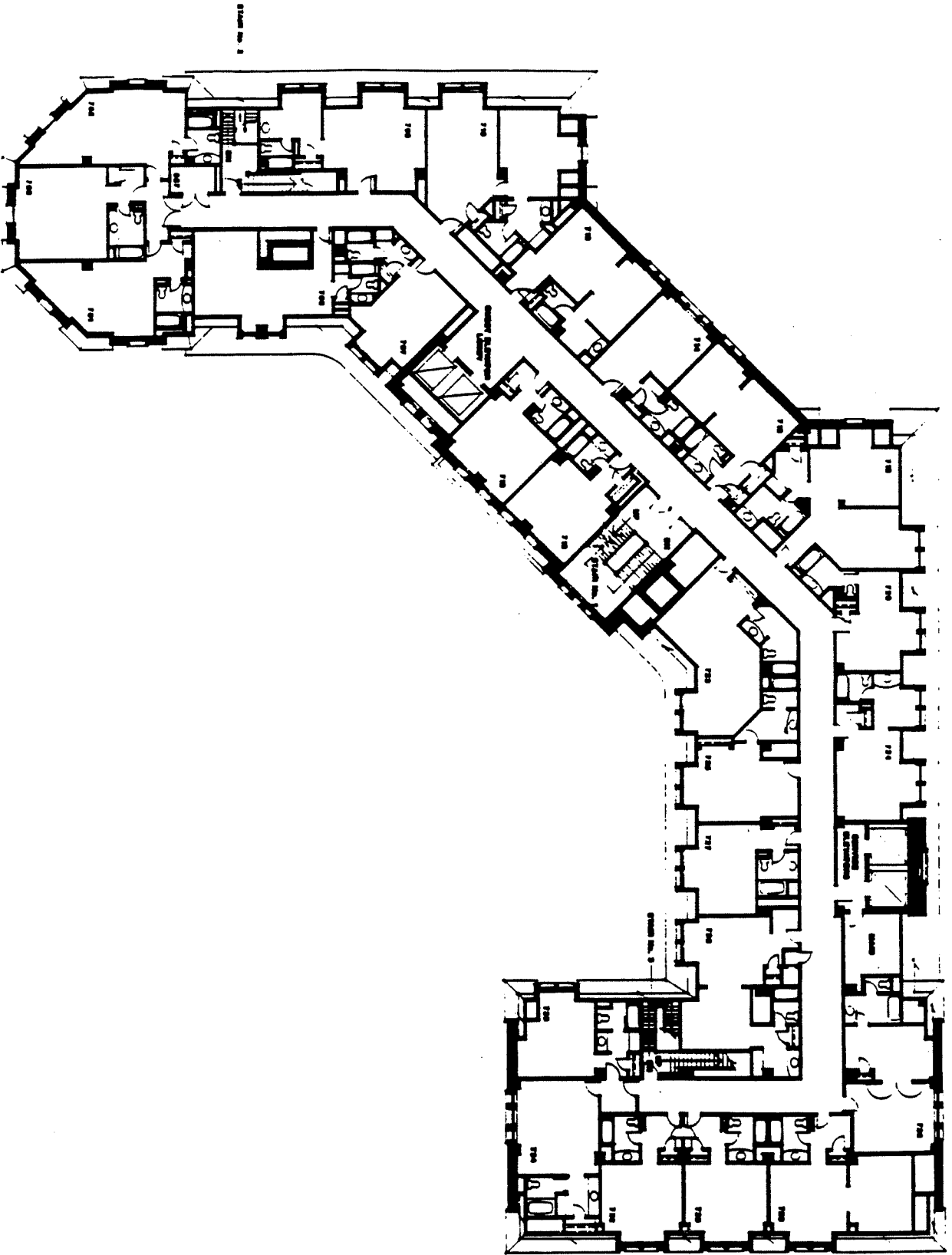
IBI
 International Building
 [Address]
 [City, State, ZIP]
 [Phone Number]

Head Architects
 [Name]
 [Address]
 [City, State, ZIP]
 [Phone Number]

Contractor: Ed Hovde & Associates
TYPICAL FLOOR PLAN
FLOORS 2-6)

PROGRAM
 [Table with columns for Room Name, Area, and Quantity]

80-9878
 [Additional project information]



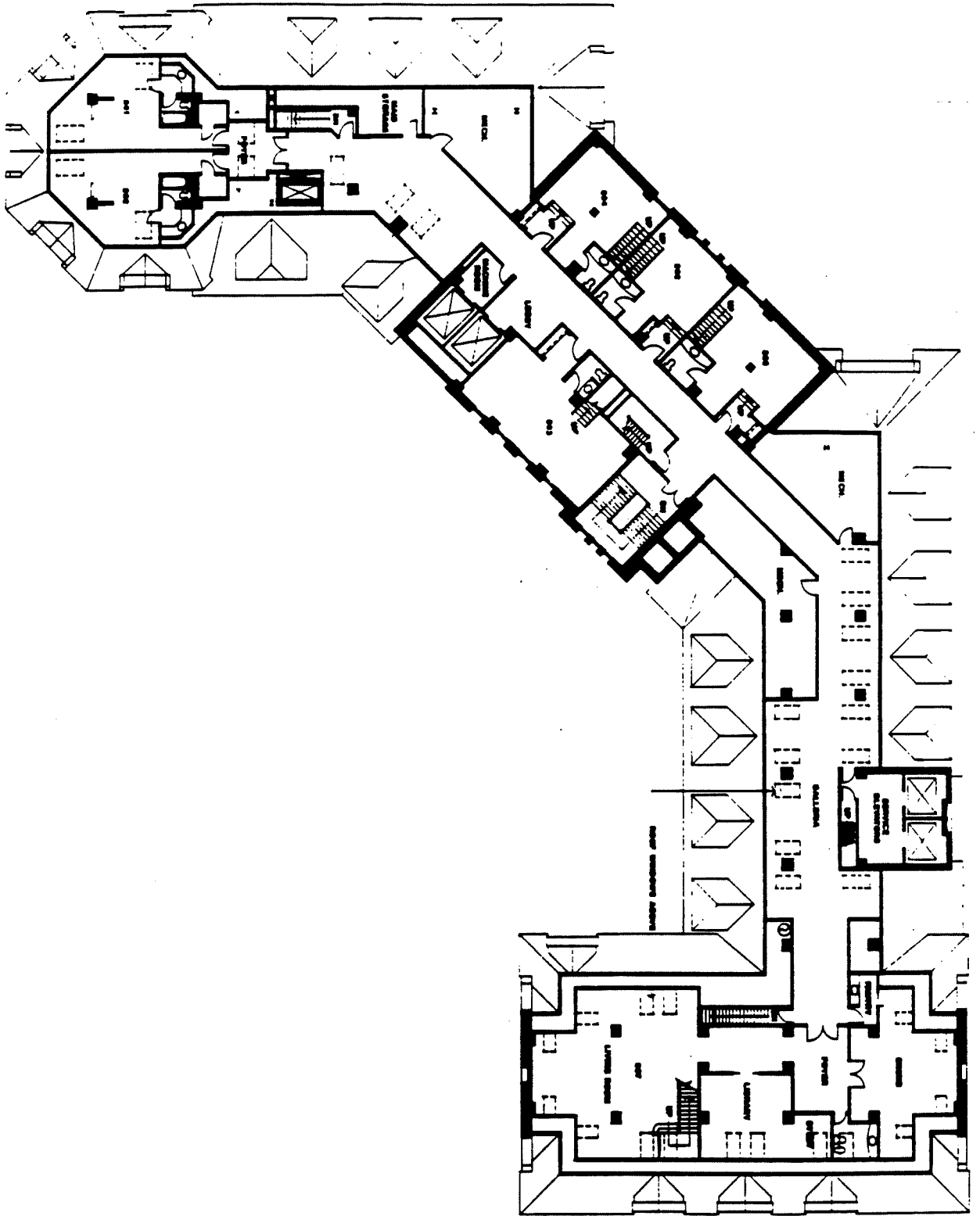
STRUCTURAL
 AND
 MECHANICAL
 DRAWINGS
 FOR
 THE
 7TH FLOOR
 OF
 THE
 BUILDING
 AT
 1111
 15TH
 AVENUE
 S.W.
 ALBUQUERQUE,
 NEW MEXICO
 87102

Hand Made

Checked By: ED 11/15
 Date: 11/15/15

PROGRAM
 7TH FLOOR

ED-0070

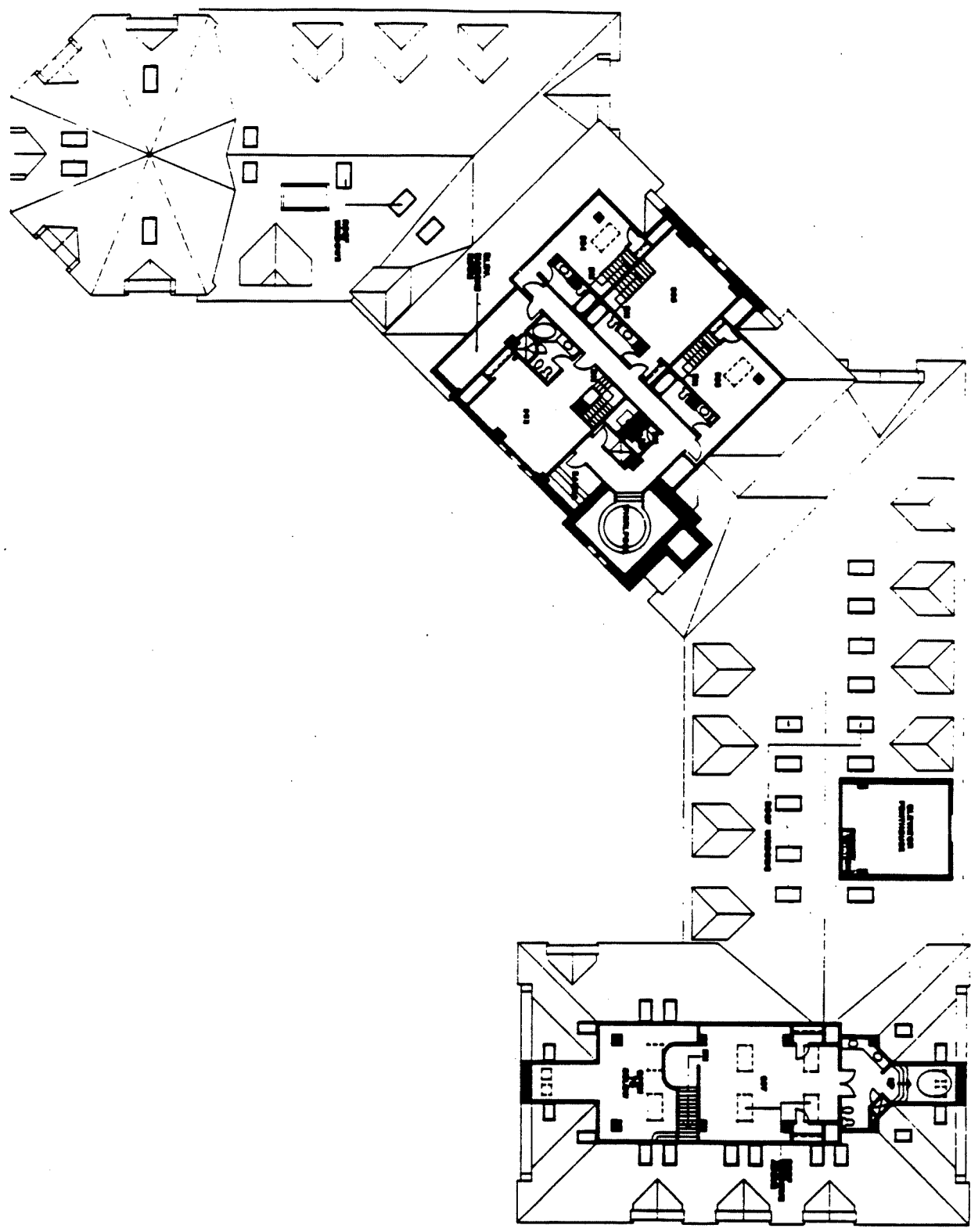


PROGRAM	
NO.	DESCRIPTION
1	...
2	...
3	...
4	...
5	...
6	...
7	...
8	...
9	...
10	...
11	...
12	...
13	...
14	...
15	...
16	...
17	...
18	...
19	...
20	...
21	...
22	...
23	...
24	...
25	...
26	...
27	...
28	...
29	...
30	...
31	...
32	...
33	...
34	...
35	...
36	...
37	...
38	...
39	...
40	...
41	...
42	...
43	...
44	...
45	...
46	...
47	...
48	...
49	...
50	...

8TH FLOOR

Field Markers

1/11



DATE	1/21/88
BY	...
CHECKED BY	...
PROJECT NO.	...
SCALE	...

OTHER TRADES:
MECHANICAL
ELECTRICAL
PLUMBING
PAINTING
CONCRETE
IRONWORK

Field Modified

Construction Notes: SEE SHEETS 9.1
9.2
9.3
9.4
9.5
9.6
9.7
9.8
9.9
9.10
9.11
9.12
9.13
9.14
9.15
9.16
9.17
9.18
9.19
9.20
9.21
9.22
9.23
9.24
9.25
9.26
9.27
9.28
9.29
9.30
9.31
9.32
9.33
9.34
9.35
9.36
9.37
9.38
9.39
9.40
9.41
9.42
9.43
9.44
9.45
9.46
9.47
9.48
9.49
9.50
9.51
9.52
9.53
9.54
9.55
9.56
9.57
9.58
9.59
9.60
9.61
9.62
9.63
9.64
9.65
9.66
9.67
9.68
9.69
9.70
9.71
9.72
9.73
9.74
9.75
9.76
9.77
9.78
9.79
9.80
9.81
9.82
9.83
9.84
9.85
9.86
9.87
9.88
9.89
9.90
9.91
9.92
9.93
9.94
9.95
9.96
9.97
9.98
9.99
9.100

PROGRAM

DATE	1/21/88
BY	...
CHECKED BY	...
PROJECT NO.	...
SCALE	...

BO-6878

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.
2. ALL MATERIALS SHALL BE APPROVED BY THE ARCHITECT.
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
4. ALL WORK SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
5. ALL WORK SHALL BE SUBJECT TO CHANGE ORDER PROCEDURE.
6. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S DISCRETION.
7. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S FINAL DECISION.
8. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S FINAL APPROVAL.
9. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S FINAL SIGNATURE.
10. ALL WORK SHALL BE SUBJECT TO THE ARCHITECT'S FINAL SEAL.

THE LAND TITLES ACT
HERITAGE TRAIL EASEMENT

(hereinafter called the "Grantor") being the registered owner of an estate in fee simple, subject however to such encumbrances, liens and interests as are notified by memorandum underwritten, in all that certain tract of land situate in the City of Edmonton, in the Province of Alberta and being:

PLAN
BLOCK
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Servient Tenement");

DOES HEREBY in consideration of the sum of One (\$1.00) Dollar now paid by the City of Edmonton a municipal corporation (hereinafter called the "Grantee"), the receipt and sufficiency of which is hereby acknowledged by the Grantor, and in consideration of the covenants and conditions herein contained, grant and transfer unto the Grantee a right-of-way and easement (hereinafter called the "Right-of-Way") in common with the Grantor and all others with a like right through and upon that portion of the Servient Tenement more particularly described as follows:

(hereinafter called the "Right-of-Way Lands") being part of the Heritage Trail to be constructed in the Right-of-Way Lands and in other lands for the purpose of passage and repassage of persons, equipment and things on and over the Right-of-Way Lands in order to gain ingress to and egress from the lands and premises adjacent to the Servient Tenement known as the Heritage Trail and standing in the Register in the name of the Grantee and being legally described as:

PLAN
BLOCK
LOT

EXCEPTING THEREOUT ALL MINES AND MINERALS

(hereinafter called the "Dominant Tenement");

- 2 -

Upon the following terms and conditions, namely:

1. The Grantor shall be permitted to do all things necessary to construct and maintain the Heritage Trail at its sole cost on the Right-of-Way Lands, including the placement signs of marking the Heritage Trail on and across the Right-of-Way Lands.
2. THE GRANTOR agrees that it will not impose any charge or fee upon the persons using those portions of the Servient Tenement being the Right-of-Way Lands in accordance with the terms of this grant of Right-of-Way and easement.
3. THE GRANTEE covenants and agrees that the Grantor shall have the right to impose on the Grantee and all persons claiming under it shall abide by any and all reasonable rules and regulations in force from time to time relating to the use and operation of the Right-of-Way.
4. THE GRANTEE shall not cause nor shall allow to be caused any nuisance to emanate from the Dominant Tenement on to the Servient Tenement and hereby indemnifies and saves harmless the Grantor, its successors, assigns and representatives from any damages, loss, actions, demands and lawsuits resulting therefrom; provided however that this clause shall not be construed as restricting any right which by law either party has against the other for the tortious conduct of that other, its tenants, invitees or licensees.
5. THE GRANTOR and THE GRANTEE agree that this grant of easement and all covenants contained herein are and shall be grants and covenants running with the lands comprising the Dominant and Servient Tenements herein.
6. THE GRANTOR shall, at its expense, at all times maintain and keep clean and tidy that portion of the Servient Tenement being the Right-of-Way Lands upon which this grant of easement is given and shall maintain the Right-of-Way Lands at a reasonable standard acceptable to the Grantee.
7. THE GRANTEE agrees to indemnify and save harmless the Grantor from and against any and all loss, delays, costs, actions, demands, law suits and damages that the Grantor may suffer in connection with, by reason of or as a result of any act, neglect or default on the part of the Grantee or any of its tenants, agents, servants, employees, workmen, invitees or licensees or any person claiming through the Grantee and exercising or purporting to exercise the grant of Right-of-Way herein.
8. THIS GRANT of easement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns and all persons claiming under or through them.
9. This Right-of-Way shall subsist for the later of the life of the Heritage Trail or 150 years from the date hereof.

10. The Grantee acknowledges that the Right-of-Way is not exclusive and that the Grantor will, together with others, use the Right-of-Way for purposes of access to other portions of the Servient Tenement.

IN WITNESS WHEREOF both the Grantor and Grantee have hereunto affixed their respective corporate seals duly attested to by their proper officers duly authorized in that behalf all on the _____ day of _____ 1983.

AS GRANTEE:

THE CITY OF EDMONTON

PER: _____
Mayor

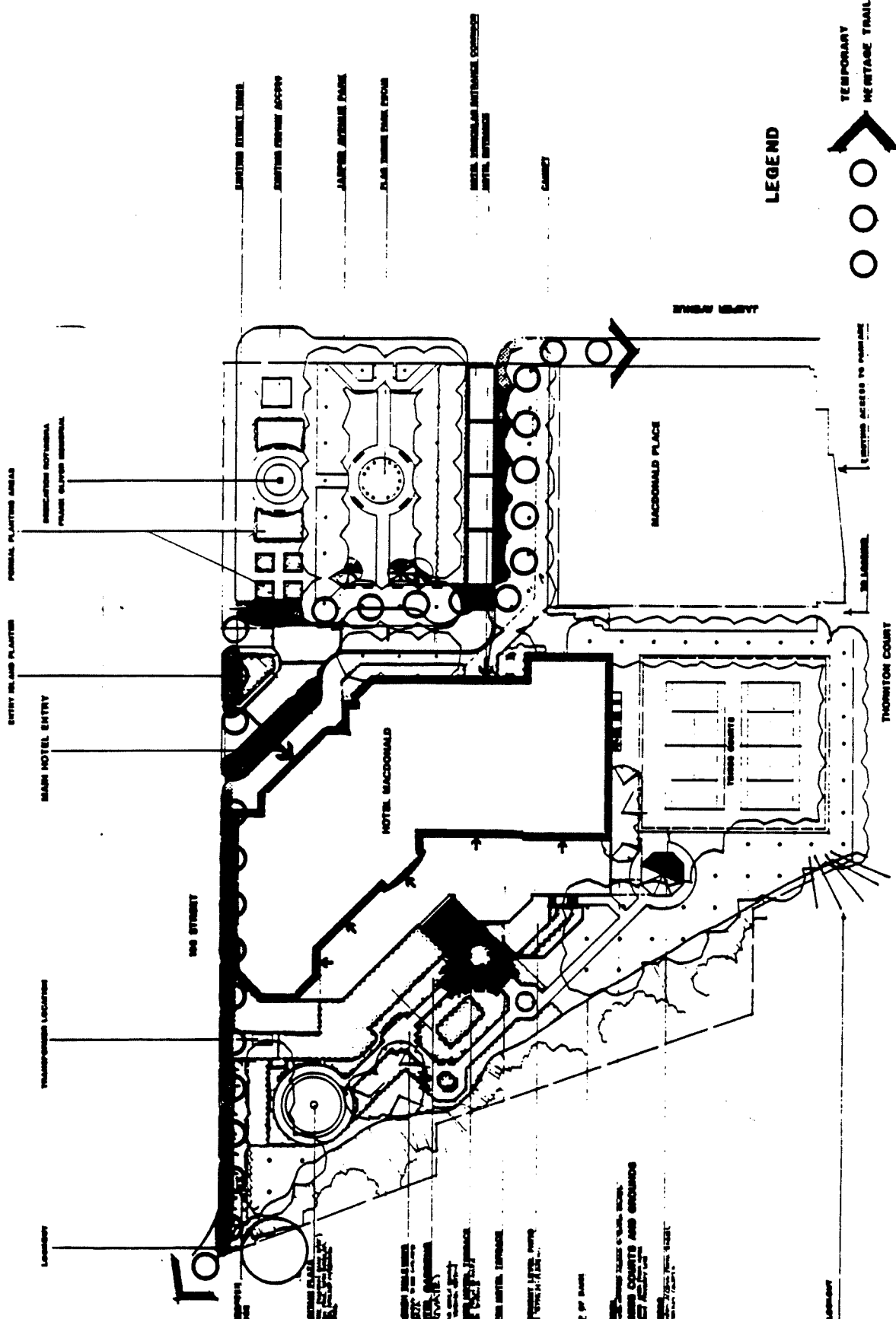
PER: _____
City Clerk

AS GRANTOR:

PER: _____

PER: _____

SCHEDULE 'D'



LEGEND



LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

LANDSCAPE ARCHITECTURE
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

FORMAL PLANTING AREAS
 ASSOCIATED INFORMAL PLANTING ELEMENTS

ENTRY ISLAND PLANTING
 MAIN HOTEL ENTRY
 100 STREET

TRANSFORMER LOCATION
 HOTEL MACDONALD
 THORNTON COURT

EXISTING STUBBLE TREES
 EXISTING SERVICE DOCKING
 JANITOR SERVICE PORCH
 PLAN SERVICE PORCH ENTRY
 HOTEL MACDONALD ENTRANCE CORRIDOR
 EXISTING SERVICE DOCKING
 GARAGE

NEW WALKWAY
 TEMPORARY HERITAGE TRAIL
 EXISTING ACCESS TO GARAGE
 IN LAMEN

IRI
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

Hotel Macdonald

Consultant: Billings & Birch
 100 STREET
 THORNTON COURT
 MACDONALD PLACE

SITE/LANDSCAPE PLAN

PROGRAM

DATE	NO.	REV.	BY	DATE

PROJECT NO. **EO-878**

DATE: 10/1/87

SCALE: 1/8" = 1'-0"

PROJECT: HOTEL MACDONALD

CLIENT: HOTEL MACDONALD

ARCHITECT: BILLINGS & BIRCH

LANDSCAPE ARCHITECT: IRI

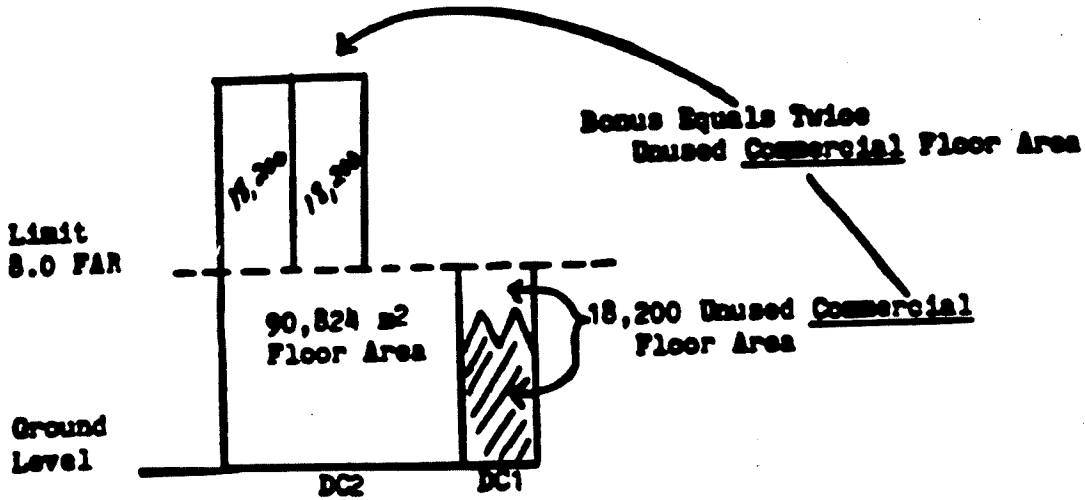
100 STREET
 THORNTON COURT
 MACDONALD PLACE

MACDONALD CENTRE: SUMMARY OF EXCESS (UNUSED) FLOOR AREA

Gross Permitted Commercial Floor Area With Bonus:	127,224 m ²
Less Proposed Commercial Floor Area in Development (DC2)	- <u>111,045 m²</u>
Unused or Excess Commercial Floor Area:	= 16,179 m ²
Gross Permitted Residential Floor Area With "Negative" Bonus	33,892 m ²
Less New Hotel Addition (DC2)	- <u>6,046 m²</u>
Unused or Excess Residential Floor Area	= 27,846 m ²
Total Unused or Excess Floor Area (Commercial <u>and</u> Residential)	+ <u>16,179 m²</u> <u>27,846 m²</u>
	44,025 m ²

• See Explanation of "Negative" Bonus on Residential Floor Area Calculation Page.

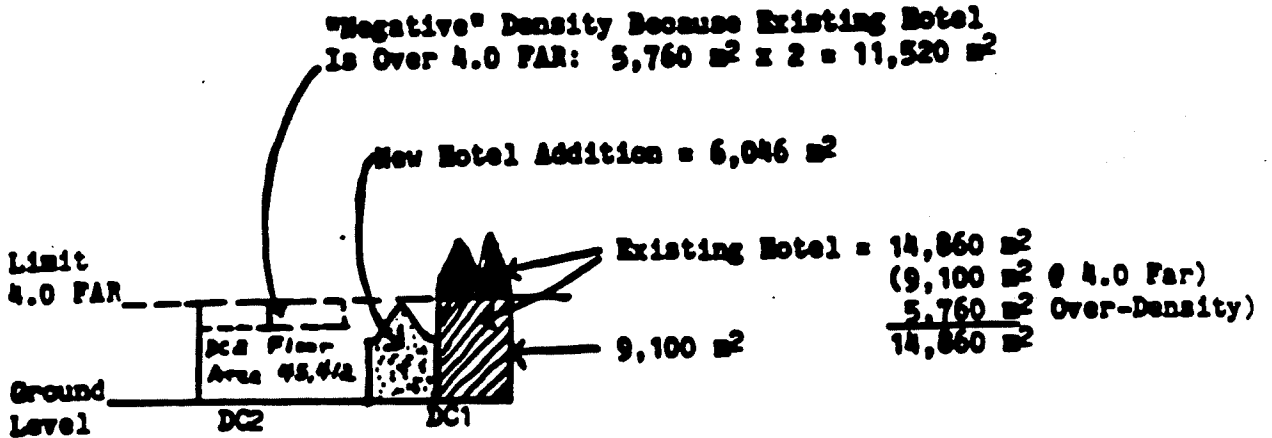
**MACDONALD CENTRE: Heritage Conservation Bonus Calculation
(Commercial Area Only)**



DC1 Ground Area =	2,275 m ² x 8.0 FAR =	18,200 m ²
DC2 Ground Area =	11,353 m ² x 8.0 FAR =	90,824 m ²
Gross Site Ground Area =	13,628 m ² x 8.0 FAR =	109,024 m ²
Gross Permitted Floor Area With Bonus:		
DC2 Floor Area		90,824 m ²
Bonus (Twice Unused Floor Area)		36,400 m ²
No Existing Commercial Building		0
TOTAL		127,224 m²
Developer Proposes to Build:		
Office Tower I		72,434 m ²
Office Tower II		38,611 m ²
(Residential Not Included in this Calculation)		
TOTAL		111,045 m²
Unbuilt Floor Area		127,224 m²
	-	111,045 m²
	=	16,179 m²

**NOTE: THE 125% CEILING ON USE OF THE BONUS IS NOT REACHED:
109,024 m² x 125% = 136,280 m²
THE GROSS PERMITTED COMMERCIAL FLOOR AREA WITH BONUS IS ONLY
127,224 m², vs. 136,280 m²**

**MACDONALD CENTRE: Heritage Conservation Bonus Calculations
(Residential Floor Area Only)**



DC1 Ground Area =	$2,275 \text{ m}^2 \times 4.0 \text{ FAR} =$	$9,100 \text{ m}^2$
DC2 Ground Area =	$11,353 \text{ m}^2 \times 4.0 \text{ FAR} =$	$45,412 \text{ m}^2$
Gross Site Ground Area =	$13,628 \text{ m}^2 \times 4.0 \text{ FAR} =$	$54,512 \text{ m}^2$

Gross Permitted Floor Area With "Negative" Bonus:

DC2 Floor Area	$45,412 \text{ m}^2$
"Negative" Bonus	$- 11,520 \text{ m}^2$
TOTAL	$33,892 \text{ m}^2$

Developer Proposes to Build:

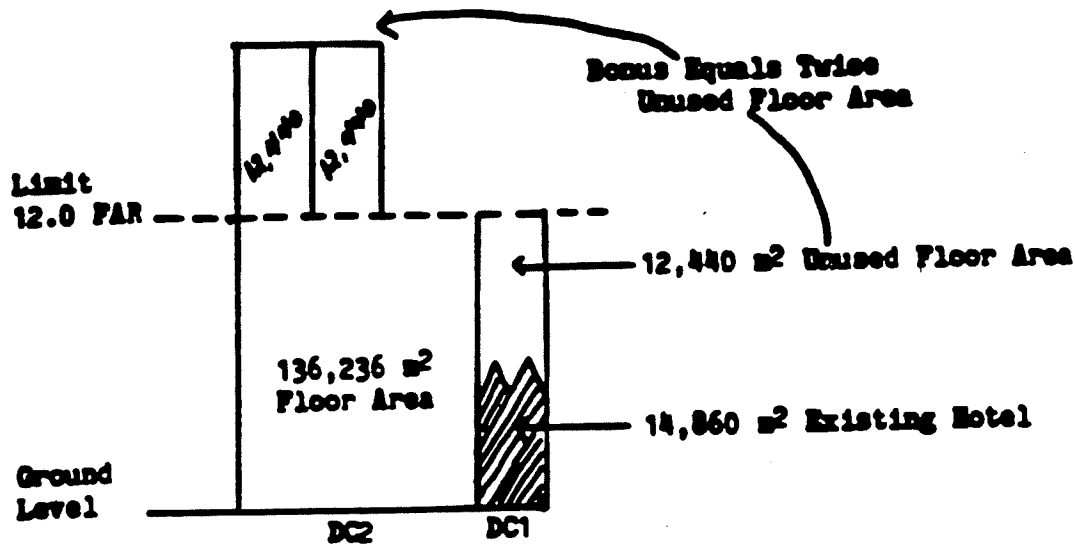
Existing Hotel (DC1)	$14,860 \text{ m}^2$
New Hotel (DC2)	$6,046 \text{ m}^2$
TOTAL	$20,906 \text{ m}^2$

Unbuilt Floor Area

- New Hotel Only (DC2)	$33,892 \text{ m}^2$
	$- 6,046 \text{ m}^2$
	$27,846 \text{ m}^2$

NOTE: THERE IS NO "POSITIVE" OR ADDITIVE BONUS FOR RESIDENTIAL FLOOR AREA BECAUSE THE EXISTING MACDONALD HOTEL IS OVER-DENSITY: 4.9 FAR VS. 4.0 PERMITTED. THIS OVER-DENSITY MUST BE DOUBLED AND SUBTRACTED FROM THE DC2 AREA AS A "NEGATIVE" BONUS.

**MACDONALD CENTRE: Heritage Conservation Bonus Calculation
(Commercial and Residential)**



DC1 Ground Area =	2,275 m ² x 12.0 FAR =	27,300 m ²
DC2 Ground Area =	11,353 m ² x 12.0 FAR =	136,236 m ²
Gross Site Ground Area =	13,628 m ² x 12.0 FAR =	163,536 m ²

Gross Permitted Floor Area With Bonus:		136,236 m ²
DC2 Floor Area		24,880 m ²
Bonus (Twice Unused Floor Area)		14,860 m ²
Existing Building (DC1)		14,860 m ²
TOTAL		175,976 m²

Developer Proposes to Build:		14,860 m ²
Existing Hotel		6,046 m ²
New Hotel		72,434 m ²
Office Tower I		38,611 m ²
Office Tower II		131,951 m ²
TOTAL		131,951 m²

Unbuilt Floor Area		175,976 m ²
	-	131,951 m ²
	=	44,025 m ²

**NOTE: THE 125% CEILING ON USE OF THE BONUS IS NOT REACHED:
163,536 m² x 125% = 204,420 m²
THE GROSS PERMITTED FLOOR AREA WITH BONUS IS ONLY
175,976 m², which is under the 204,420 m² ceiling**

SCHEDULE "F"

**MAPPING STUDY
MACDONALD HOTEL DEVELOPMENT
JASPER AVENUE AND 100TH STREET
EDMONTON, ALBERTA**

**Submitted to:
L.B.I. Group
Edmonton, Alberta**

Report 5821461

1.0 INTRODUCTION

Morrison, Hershfield, Theakston & Rowan, Limited was retained by L.B.I. Group to conduct a pedestrian level wind massing study on the proposed Macdonald Hotel Development.

The conclusions reached in this report are based on data obtained from tests conducted on a 1:500 scale model of the Macdonald Hotel Development and the surrounding structures located within a 575 m radius of the proposed site. The model of the study building was constructed according to drawings received March 23rd, 1982. An orientation plan of the study site and surrounding area can be viewed in Figure 1.

During the course of the study, a visit was made to the laboratory by Mr. David Thom and Mr. David Kraatz of L.B.I. Group, along with Mr. Mike LaBrier and Mr. Jim Jenkins of NuWest Developments on April 26th, 1982.

The objective of this study was to determine the effect of the study building on the local wind environment and, where necessary, to make recommendations for improving wind conditions.

During the study, the scale model of the Macdonald Hotel Development was placed in our open channel waterflume/wind simulator and dye was injected into the water to make visible the wind flows around the study buildings. The study provided an analysis of the wind environment surrounding the proposed development. The model was also tested in our boundary layer wind tunnel in order to verify our qualitative evaluation of the wind environment as observed in the waterflume.

The waterflume/wind simulator was also used to assess the effect of remedial solutions developed to reduce the level of wind activity within areas identified as experiencing uncomfortable pedestrian level wind conditions. Buildings included in the testing procedure, either proposed or under construction, included the Fidelity Building on Jasper Avenue at the intersection of 100A Street, and the Bowlen Carma Building on Jasper Avenue east of the proposed development. The pedestrian level wind study concentrated on the seven most prevalent wind directions in Edmonton. These directions in decreasing order of frequency are: south, west-northwest, northwest, north-northwest, south-southeast, west and north.

The following conditions were examined during the testing procedure:

- 1) Existing site conditions,
- 2) Proposed development on-site.

The results of the pedestrian level wind massing study can be summarized as follows.

2.0 TEST RESULTS

2.1 Existing Wind Environment

The Macdonald Hotel site is on the southeast corner of Jasper Avenue and 100th Street.

The existing on-site wind environment was generally found to be comfortable for pedestrian traffic during the summer. However, on-site conditions were found to be uncomfortable for pedestrian traffic at least once per week during the winter.

With the hotel in its present configuration, three areas of high pedestrian level wind activity were identified. These areas included along 100th Street from Jasper Avenue to the main entrance of the hotel, the southwest corner of the property along the river valley, and the eastern edge of the property near the One Thornton Court Building.

An uncomfortable level of wind activity along 100th Street was caused by winds which approached the site from the north-northwest. These winds were channelled along Jasper Avenue upwind of the site, and upon reaching the site met the face of the existing office tower and were forced down to street level thus creating high levels of wind activity. Prevailing winds from the south-southeast were also responsible for uncomfortable wind conditions along 100th Street. These winds approached the site from over the river valley where there is an absence of significantly tall buildings which could provide a barrier to the prevailing winds. During the winter months, uncomfortable wind conditions caused by strong winds from the northwest quadrant (north through west directions) were also found to exist around the main entrance to the Macdonald Hotel.

A high level of wind activity was also noted at the southwest corner of the property. Uncomfortable pedestrian level winds were identified when prevailing winds approached the site unobstructed from the south-southeast.

Along the eastern edge of the property, near the One Thornton Court Building, uncomfortable levels of winds were noted when the prevailing winds were from the south

or south-southeast. These winds flowed over the river valley and were then channelled between the existing parkade and the One Thornton Court Building creating a high level of wind activity.

2.2 Wind Environment with Proposed Development On-Site

The addition of two office towers to the site as well as an extension to the hotel complete with an atrium between the old and new wings of the hotel had a number of effects on the wind environment. The configuration of the proposed development can be seen in Figure 2. High levels of wind activity were noted in the proposed pedestrian mews between the 40 storey office tower and the existing parkade. The addition of the proposed development to the site increased wind activity at three locations on the site as described in the following paragraphs.

A significant wind speed increase was noted along Jasper Avenue, immediately north of the proposed 40 storey office tower. The increase in wind activity was due to winds approaching from the north through northwest directions meeting the north face of the tower and being forced to flow vertically down the face of the tower. The winds flowing in a vertical plane joined with winds flowing in a horizontal plane along Jasper Avenue making conditions uncomfortable for pedestrian traffic.

An increase in wind activity was noted between the existing hotel and the 40 storey office tower to the north. Prevailing winds from the west through northwest directions were channelled between the hotel and the office tower creating an uncomfortable pedestrian level wind environment. This area is of concern as it will support a high level of pedestrian traffic which will flow from 100th Street to the Heritage Trail Lookout at the southeast corner of the development.

Increased levels of wind activity were found to exist between the hotel addition and the proposed 35 storey tower to the east. Prevailing south-southeast winds will flow unobstructed over the river valley and be channelled between the hotel and the 35 storey tower. These winds will combine with winds from the north channelled between the 40 storey office tower and the existing parkade to create an area of uncomfortable wind activity. The southern edge of this area is the location of the Heritage Trail Lookout.

The pedestrian mews between the parkade and the 40 storey office tower to the west was subject to uncomfortable levels of wind activity during the summer and winter. Winds from the northwest through north directions were channelled between the parkade and the proposed tower creating accelerated flows and high winds.

The area south of the proposed extension to the hotel experienced lower levels of wind activity when the proposed development was on-site. The Heritage Trail was protected from the prevailing winds from the north through west directions by the presence of the 40 storey office tower and the hotel extension. The planned garden on the west side of the development also experienced comfortable levels of wind activity on a year round basis.

2.3 Effect of Remedial Solutions

During the massing study, a number of remedial solutions were examined in order to reduce the level of wind activity around the 40 storey office tower.

Minor massing changes such as increasing or decreasing the size of arcade spaces at grade level had no significant effect.

A significant improvement in the ground level wind activity was noted when the parking levels were opened to the outside by surrounding them with a porous barrier rather than solid walls. The parking garage which extends from the second level 6 m above grade to the sixth level 17 m above grade was tested with both 30% and 50% porous barriers. The porous barriers allowed the vertical downwashed flows from the faces of the tower to flow through at the parking levels before reaching pedestrian level. This reduced wind activity to the north and west of the tower. The use of a semi-porous barrier around the parking structure of the 40 storey office tower also reduced wind activity in both the pedestrian mews east of the tower and in the area south of the tower.

Both a 30% and 50% porous barrier were tested. The 50% porous barrier was effective at reducing the wind activity in most areas to acceptable levels. The 30% barrier provided some improvement, but wind activity remained high in several areas. If the 30% barrier is used, more extensive use of landscaping will be required to reduce wind activity to acceptable levels.

2.0 SUMMARY

The existing wind environment on the site was generally found to be comfortable for pedestrian activity during the summer months. A number of locations, however, were subject to uncomfortable wind conditions during the winter months.

+

The introduction of the proposed Macdonald Hotel Development to the site raised the level of wind activity at several locations on-site. An effective massing change was found to alleviate the presence of uncomfortable wind conditions around the base of the proposed 40 storey tower. The four levels of above grade parking in the 40 storey tower were exposed to the external flow by surrounding them with a 50% porous barrier. The presence of the porous barrier on the tower also reduced the level of wind activity between the proposed hotel and the 35 storey tower to the east. A 30% porous barrier was also tested, but was not as effective.

The level of wind activity to the south of the development on Heritage Trail will be low with the proposed development in place.

Local areas of high wind activity still existed with the proposed changes in place and the development should be examined with a detailed pedestrian level wind study when the design has been finalized. At that stage, ground level landscaping and minor architectural changes such as the addition of canopies would be used to further improve the wind environment.

MORRISON, HERSHFIELD, THEAKSTON & ROWAN, LIMITED

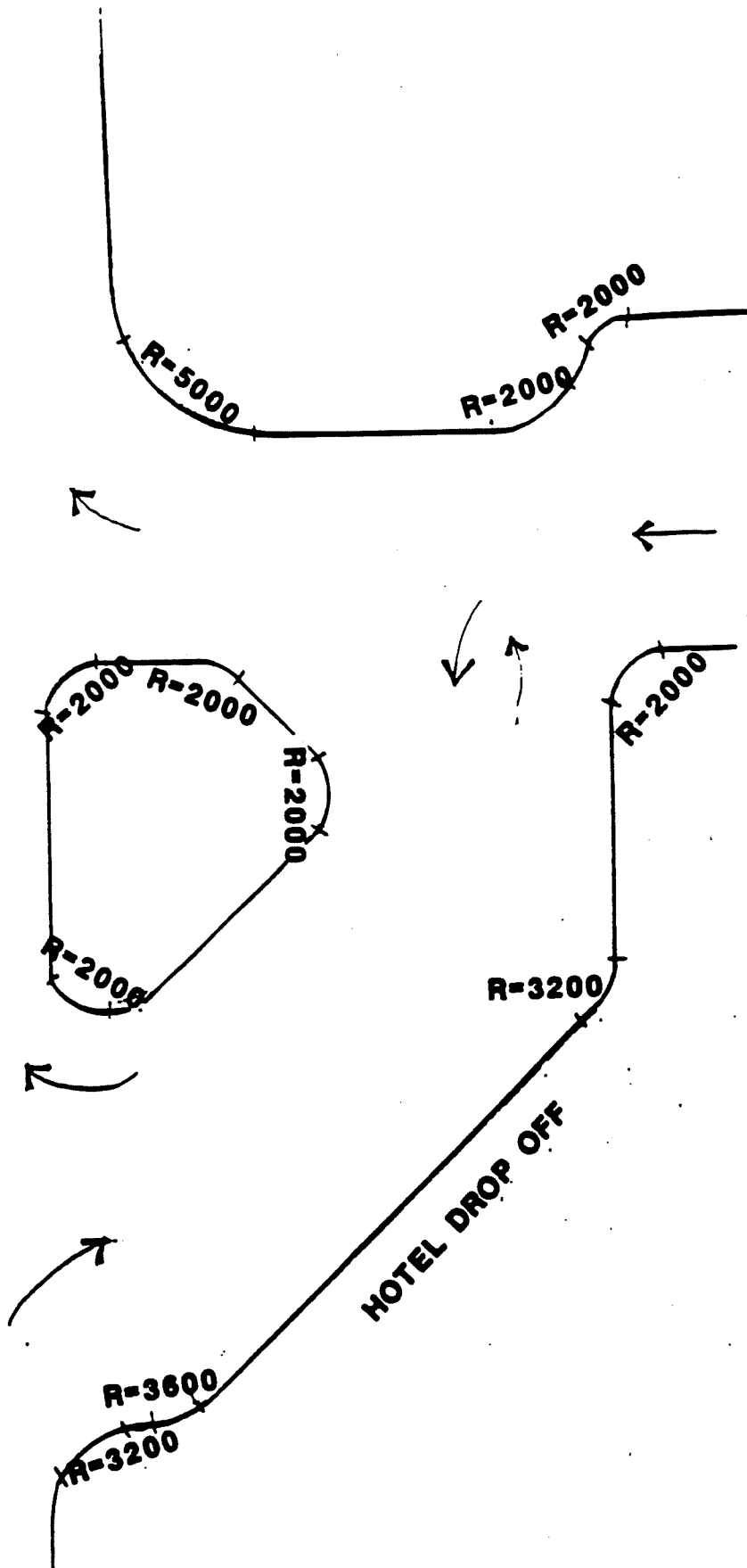
J.T. Templin, P.Eng.,
Manager of Wind Engineering

J. T. Templin

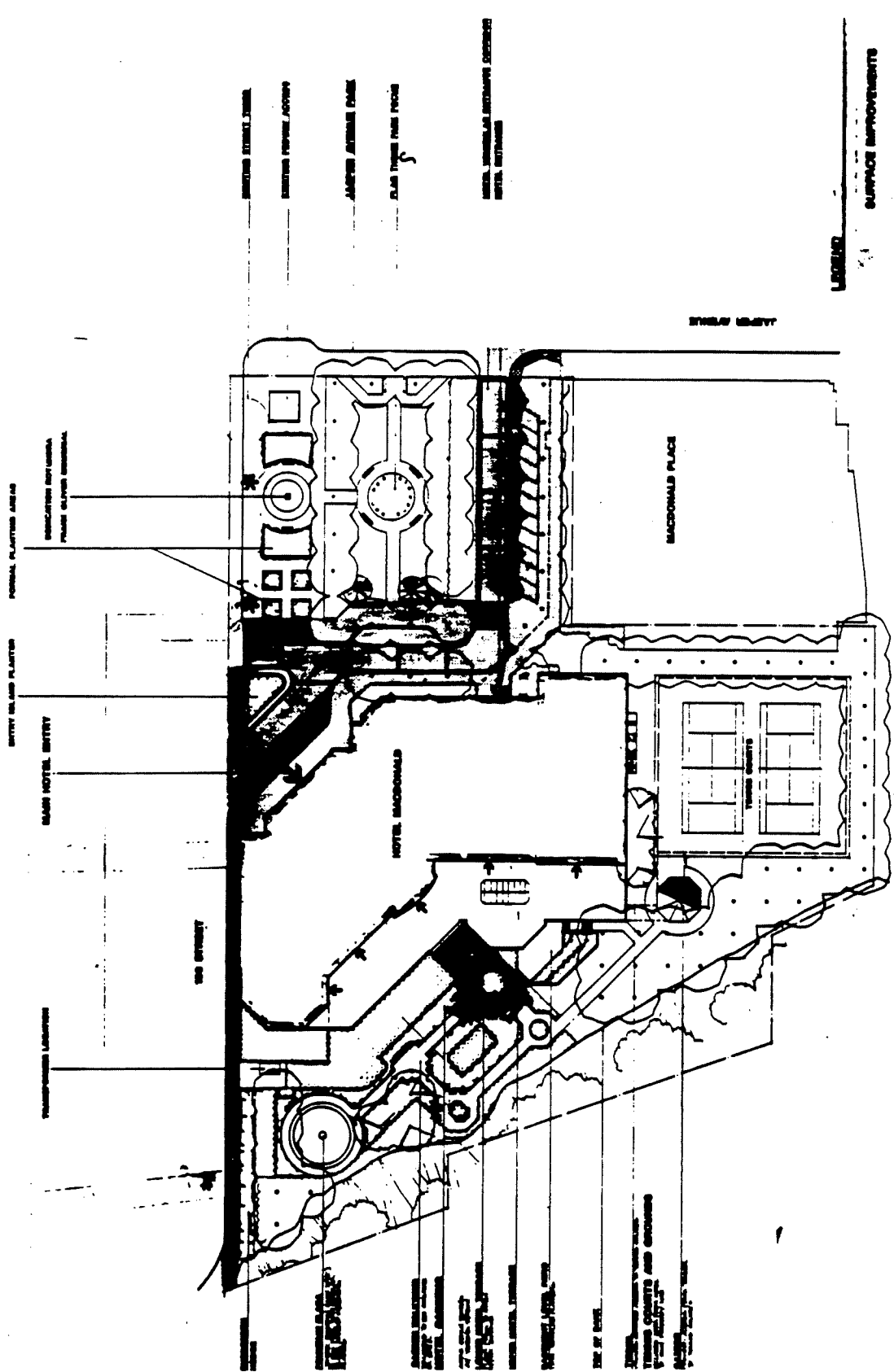
D.J. Halcrow,
Project Engineer

D. J. Halcrow

100 STREET



SCHEDULE 'H'



LEGEND

* SURFACE IMPROVEMENTS

* LIGHT STANDARDS (PART OF SURFACE IMPROVEMENTS)

<p>DATE: 1/14/54</p> <p>BY: [Signature]</p> <p>PROJECT: HOTEL MACDONALD</p> <p>OWNER: HOTEL MACDONALD</p> <p>ARCHITECT: HEDD MACDONALD</p> <p>PROJECT NO. 100-1000</p>	<p>CONTRACT NO. 100-1000</p> <p>DATE: 1/14/54</p> <p>BY: [Signature]</p> <p>PROJECT: HOTEL MACDONALD</p> <p>OWNER: HOTEL MACDONALD</p> <p>ARCHITECT: HEDD MACDONALD</p> <p>PROJECT NO. 100-1000</p>	<p>CONTRACT NO. 100-1000</p> <p>DATE: 1/14/54</p> <p>BY: [Signature]</p> <p>PROJECT: HOTEL MACDONALD</p> <p>OWNER: HOTEL MACDONALD</p> <p>ARCHITECT: HEDD MACDONALD</p> <p>PROJECT NO. 100-1000</p>
--	---	---

HEDD MACDONALD
 ARCHITECTS
 100-1000
 100-1000
 100-1000
 100-1000

CONTRACT NO. 100-1000
 DATE: 1/14/54
 BY: [Signature]
 PROJECT: HOTEL MACDONALD
 OWNER: HOTEL MACDONALD
 ARCHITECT: HEDD MACDONALD
 PROJECT NO. 100-1000

PROGRAM
 SURFACE IMPROVEMENTS
 LIGHT STANDARDS (PART OF SURFACE IMPROVEMENTS)

CONTRACT NO. 100-1000
 DATE: 1/14/54
 BY: [Signature]
 PROJECT: HOTEL MACDONALD
 OWNER: HOTEL MACDONALD
 ARCHITECT: HEDD MACDONALD
 PROJECT NO. 100-1000

SCHEDULE "I"

ASSIGNMENT

THIS AGREEMENT made as of the ____ day of _____,
19

BETWEEN:

THE CITY OF EDMONTON,
a municipal corporation
(hereinafter referred to as
"the City"),

OF THE FIRST PART

and

(hereinafter referred to as
"the Assignor"),

OF THE SECOND PART

and

(hereinafter referred to as
"the Assignee"),

OF THE THIRD PART

WHEREAS the City and the Assignor are parties to an agreement dated the 14th day of January, 1985 with respect to the construction and development of the Project as therein defined, and to a License Agreement dated the 6th day of August, 1985, (hereinafter collectively referred to as "the Agreement"); and

WHEREAS the Assignor has entered into an agreement in respect of the sale of the interest of the Assignor in the lands described in the Agreement;

WHEREAS pursuant to the Agreement the City has agreed to consent to the assignment of the Agreement and to accept the Assignee in the place and stead of the Assignor and release the Assignor of its obligations in the Agreement in accordance with these presents;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of \$10.00 paid by each of the parties hereto to the others and of the covenants of the parties contained herein (the receipt and sufficiency of which is hereby acknowledged by each of the parties);

1. The Assignor absolutely assigns, transfers and sets over unto the Assignee as, at and from the completion of the purchase and sale of the lands,

_____ , (hereinafter called the the "Closing Date"), all of the Assignor's right, title and interest in and to the Agreement, both at law and in equity, with power to enforce the performance of the covenants and matters and things contained therein in the name of the Assignee.

2. The Assignee covenants and agrees with the Assignor that from and after the Closing Date the Assignee shall perform and observe all covenants required to be performed and observed by the Assignee under or in respect of the Agreement punctually, regularly and timeously as therein set forth, and

(a) shall be liable to the Assignor for; and

(b) shall indemnify and save harmless the Assignor of and from;

all manner of actions, causes of actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (without restricting the generality of the foregoing, direct losses, costs, damages and expenses of the Assignor including costs on a solicitor-client basis) which may be brought or made against the Assignor or which the Assignor may sustain, pay or incur as a result of or in connection with any breach

3.

or non-observance by the Assignee of any covenant required to be performed or observed as aforesaid by the Assignee from and after the Closing Date under the Agreement.

3. Notwithstanding the provisions of clause 2 to the contrary, the Assignor

(i) shall be liable to the Assignee for; and

(ii) shall indemnify and save harmless the Assignee of and from;

all manners of actions, causes of actions, proceedings, claims, demands, losses, costs, damages and expenses whatsoever (without restricting the generality of the foregoing, direct losses, costs, damages and expenses of the Assignee including costs on a solicitor-client basis) which may be brought or made against the Assignee or which the Assignee may sustain, pay or incur:

(a) as a result of or in connection with any breach or non-observance, prior to the Closing Date, by the Assignor of any covenant required to be performed or observed by it under the Agreement; or

(b) as a result of any cause of action which arose under the Agreement prior to the Closing Date because of an omission of the Assignor under the Agreement prior to the Closing Date or because of any other event or occurrence prior to the Closing Date.

4. The Assignee hereby agrees with the City that from and after the Closing Date the Assignee does hereby assume each and every of the obligations, covenants and agreements of the Assignor to be observed, rendered and performed by the Assignor in the Agreement and that the Assignee will duly, regularly and timeously pay, observe, render and perform each and every of the said obligations, covenants and agreements of the Assignor as set forth in the Agreement.

4.

5. The City hereby consents to the Assignment by the Assignor of the Assignor's right, title and interest in the Agreement to the Assignee as hereinbefore set out and agrees with the Assignor that upon the Closing Date the Assignor is hereby released and discharged absolutely of its obligations under the Agreement from and after the Closing Date.

6. The Assignee and the City hereby agree that the Agreement shall continue in full force and effect between them as though the Assignee were a signatory to the Agreement from and after the Closing Date.

7. This Assignment shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8. This Assignment is made pursuant to and shall be governed in accordance with the laws of the Province of Alberta. The parties attorn to the jurisdiction of the Courts for the Province of Alberta and agree that any action that may be brought pursuant to this Agreement shall be brought in the Province of Alberta.

9. If any term, covenant or condition of this Assignment or application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Assignment or the application of such term, covenant or condition to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition shall be

5.

valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have executed this Assignment, duly attested by the hands and seals of their proper authorized officers in that behalf, as of the day and year first above written.

THE CITY OF EDMONTON

MAYOR

CITY CLERK

Per: _____

Per: _____

Per: _____

Per: _____

SCHEDULE "J"

THIS ENCROACHMENT AGREEMENT made this ____ day of _____, 1987.

BETWEEN:

THE CITY OF EDMONTON,
a municipal corporation,
(hereinafter referred to as the "City"),

OF THE FIRST PART

and

_____,
(hereinafter referred to as the "Owner"),

OF THE SECOND PART

WHEREAS the Owner is the registered owner or is entitled to become the registered owner of those lands in the City of Edmonton, in the Province of Alberta, legally described in Appendix 1 hereto (hereinafter referred to as "the Owner's Lands");

AND WHEREAS by Development Agreement made the ____ day of _____, 1987 between the City and Canadian Pacific Hotels Corporation (hereinafter referred to as "CPH"), CPH agreed to convey or surrender to the City all its interest in and to that portion of the Owner's Lands identified as roadway on the plan attached as Appendix 2 hereto (the "Roadway Lands");

AND WHEREAS the City is now the owner of the Roadway Lands together with the municipal highway adjacent to the Owner's Lands and situated in the City of Edmonton, municipally known as 100th Street (hereinafter collectively referred to as the "City Lands");

AND WHEREAS the development constructed or to be constructed upon the Owner's Lands as approved pursuant to that certain Development Agreement

aforesaid between the City and CPH provides for encroachments beyond the boundary of the Owner's Land into the Roadway Lands;

AND WHEREAS the Roadway Lands were conveyed to the City upon the express understanding that such encroachments or any similar encroachments arising upon development of the Owner's Lands below-grade or overhanging the Roadway Lands (but not at the grade of the surface of the Roadway Lands) would be authorized without obligation on behalf of the Owner to make payment therefor but subject to the terms and conditions hereinafter set forth;

AND WHEREAS pursuant to Section 176(1) of the Municipal Government Act, c. M-26, R.S.A. 1980, as amended, a Council may grant to any person owning land adjacent to a highway the privilege of erecting a structure overhanging the highway or of excavating under such highway, for such purposes and upon such terms and conditions as Council shall fix;

NOW THEREFORE THIS ENCROACHMENT AGREEMENT WITNESSETH that in consideration of the mutual and other covenants hereinafter contained, the parties hereto hereby covenant and agree as follows:

1. The City grants to the Owner the privilege of erecting and/or maintaining all those encroachments upon the Roadway Lands more particularly identified in Appendix 3 hereto (the "Encroachments") each of which shall be constructed in accordance with Appendix 3.

2. No payment shall be required to be made to the City of Edmonton by way of annual rental fee, or otherwise for the Encroachments within the Roadway Lands.

3. The Owner shall indemnify and save harmless the City from and against any and all claims, demands, actions, suits, judgments, damages and expenses of every nature and kind brought or claimed against the City by any party whatsoever which may rise directly, indirectly or incidentally by reason of the existence of the Encroachments.

3.

4. The Owner shall obtain all permits and licences required with respect to the construction and maintenance of the Encroachments.

5. Within 60 days of completing construction of the Encroachments the Owner shall provide the City with a certificate signed by an Alberta Land Surveyor identifying the precise nature and location of the Encroachments.

6. The Owner shall maintain insurance from an insurer licenced to do business in Alberta for public liability in an amount not less than \$1,000,000.00 for the term of this Agreement, and shall provide evidence satisfactory to the City that such insurance has been acquired and all premiums relating thereto have been paid as required.

7. The Encroachments in respect of the Roadway Lands shall continue to exist for so long as the Owner shall wish to exercise such privileges and may not be terminated by the City except by agreement with the Owner or by expropriation.

8. Upon termination of the encroachment privilege in accordance with Article 7 or upon abandonment of the Encroachments within the Roadway Lands, the Owner shall remove the Encroachments shown in the surveyors certificate described in Article 6 and shall restore the Roadway Lands as nearly as practicable to the condition in which they existed prior to construction of the Encroachments.

9. Neither the termination of the encroachment privilege in accordance with Article 7 nor the abandonment of the Encroachments shall affect any right of protection given to the City by the insurance carried under Article 6 herein during such time as the Encroachments remain on the Roadway Lands, during the dismantling and removing thereof, and during the restoration of the surface of the Roadway Lands where these improvements were located. The termination or abandonment aforesaid shall not affect the right of the City to collect monies owing by the Owner to the City at or prior to the date of termination of this Agreement.

4.

10. This Agreement shall enure to the benefit of and be binding upon the City and Owner, their successors and assigns respectively.

IN WITNESS WHEREOF the parties hereto have affixed thier coprorate seals by the hands of their proper officers in that behalf on the day and year first above written.

THE CITY OF EDMONTON

Per: _____

Per: _____

<>

Per: _____

Per: _____

SCHEDULE "K"

A P P R O V E D

As to Form _____
City Solicitor

As to Content _____
Head of Department

Bylaw No. 9303

Being a Bylaw to amend Bylaw No. 7700

WHEREAS Council gave third reading to Bylaw No. 7700, being a bylaw to designate certain portions of the Macdonald Hotel as a Municipal Historic Resource;

AND WHEREAS it is necessary to clarify the extent of the designation and the compensation to be granted therefor;

NOW THEREFORE the Municipal Council of the City of Edmonton hereby enacts as follows:

1. Bylaw #7700 is hereby amended by deleting Schedules "A" and "C" attached thereto and substituting Schedules "A" and "C" attached hereto.

READ a first time this	day of	A.D. 1989;
READ a second time this	day of	A.D. 1989;
READ a third time this	day of	A.D. 1989.

CITY OF EDMONTON

MAYOR

CITY CLERK

JASPER AVENUE.

SCHEDULE "A"
MUNICIPAL HISTORIC RESOURCE

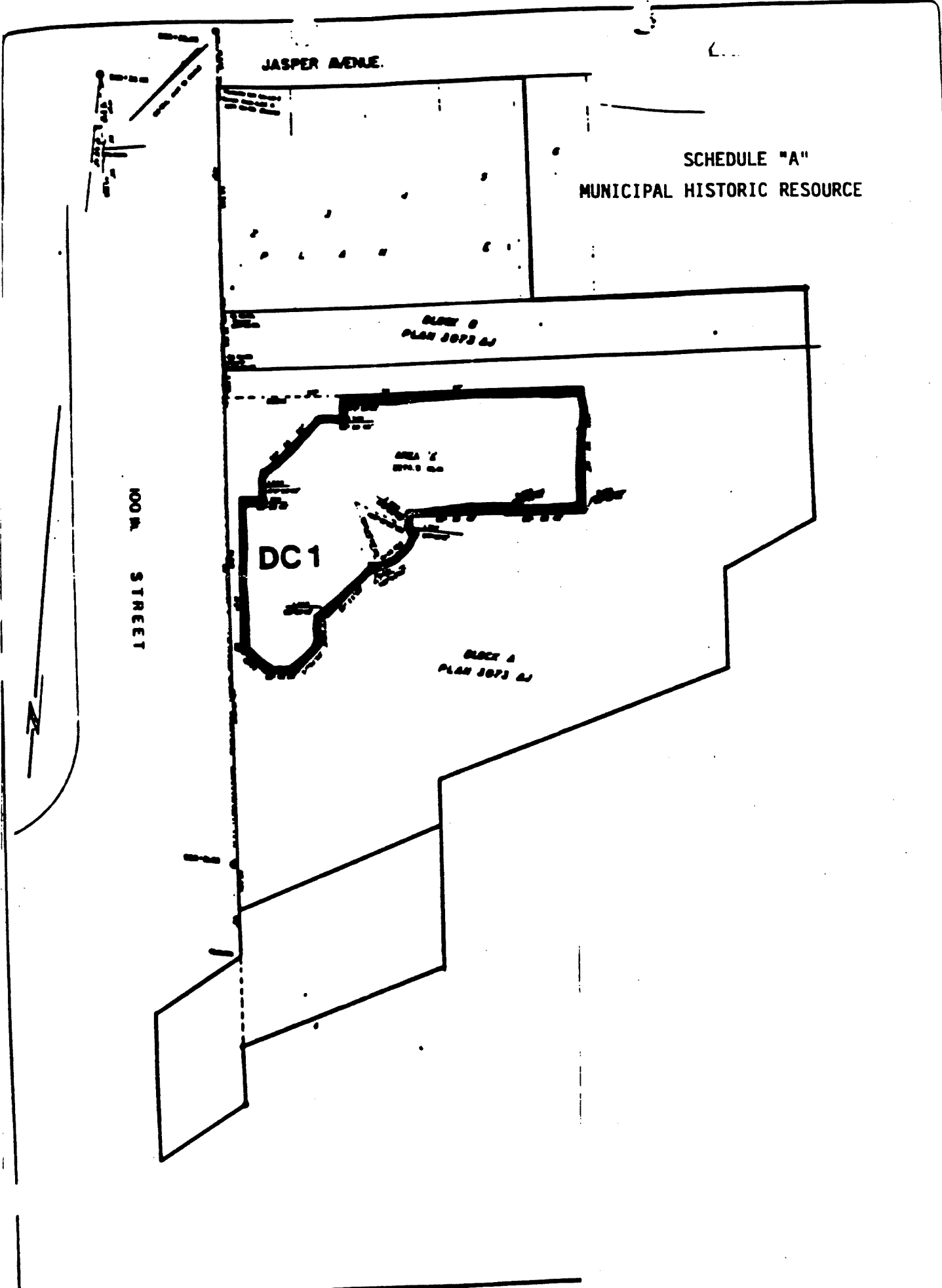
BLK 10
PLAN 3073 AJ

AREA 1
BLK 10
PLAN 3073 AJ

DC 1

BLK 11
PLAN 3073 AJ

ROOK STREET



SCHEDULE "C" to Bylaw #7700 to Designate Certain Portions of the Macdonald Hotel as a Municipal Historic Resource.

1. Terms used in this Schedule C to Bylaw #7700 shall have the meaning assigned to them in the Development Agreement between the City of Edmonton ("City") and the Canadian National Railway Company ("CN") and made as of January 14th, 1985 ("the Development Agreement"), which Agreement was assigned from CN to Canadian Pacific Hotels Corporation ("CPH") on March 30th, 1988.

2. The City is required by law to grant compensation for the designation of the Original Macdonald Hotel as a municipal historic resource pursuant to the Historical Resources Act ("the Act"). It was agreed in the Development Agreement that:

- a. the potential transfer of unused density relating to the said lands to other lands, and
- b. the granting of tax relief in the form of a rebate of a portion of the municipal taxes collected by the City with respect to the Renovated Macdonald Hotel

represent adequate compensation for such designation.

3. The City recognizes that in the event the Project on the said lands, as defined in the Development Agreement, is constructed and completed in its entirety there will be unused density related to the said lands to the extent of unbuilt commercial floor area of 16,179 square metres and unbuilt residential floor area of 27,846 square metres ("the unused density"). In the further event that City Council adopts, either by resolution or by bylaw, a policy permitting the transfer of development rights or unused density then in such event the unused density, as herein described, shall be recognized by the City in such policy and may be transferred by the then owners of the said lands to other lands in the City of Edmonton.

4.
 - a. Insofar as it is legally able to do so under s.24(4) of the Act, as compensation for the adoption of Bylaw 7700 the City hereby grants tax relief in the form of a cancellation or rebate of a portion of the municipal property taxes levied by the City for the Renovated Macdonald Hotel and Lot 2, Plan 852 2037 during the five year period commencing on January 1st of the year in which the Renovated Macdonald Hotel is reopened to the public and is operating as a full service hotel ("the five year period"). "Municipal property taxes" shall mean the tax amount levied by the City based on the City assessment and the mill rate established by City Council but specifically excludes the school taxes levied by the School Boards in Edmonton and the Provincial Department of Education.
 - b. It is the intention of the parties that during each year of the five year period referred to in the preceding paragraph, CPH shall pay to the City \$35,000.00 in municipal property

taxes on the Renovated Macdonald Hotel and Lot 2, Plan 852 2037. The portion of the municipal taxes which shall be cancelled or rebated each year during the five year period shall be the difference between \$35,000.00 and the municipal property taxes levied in each year of the five year period on the Renovated Macdonald Hotel and said Lot 2. PROVIDED HOWEVER, that in no event shall the City be obligated to cancel or rebate a total amount of municipal property taxes related to the Renovated Macdonald Hotel and said Lot 2 in excess of \$900,000.00 during the five year period. If the total of municipal property taxes cancelled or rebated during the five year period exceeds \$900,000.00 during the said five year period, then the City shall not be obligated to cancel or rebate any sum in excess of that amount but CPH shall be obligated to pay municipal property taxes due in excess of that amount with respect to the Renovated Macdonald Hotel and said Lot 2.

- c. CPH shall be entitled to tax cancellations or rebates forthwith upon receiving notice of the amount of municipal property taxes due for the Renovated Macdonald Hotel and said Lot 2 and due for each year of the five year period. The City shall forthwith arrange for cancellations or rebates having regard to the intent herein and the City shall, pursuant to the power granted in Section 24(4) of the Act, make the cancellation or rebate according to the terms herein. In the year that the aggregate amount of tax relief realized by CPH is \$900,000.00, CPH shall be liable to pay to the City that portion of the municipal taxes levied against the Renovated Macdonald Hotel and said Lot 2 which, if forgiven, would result in aggregate tax relief realized by CPH upon the said Lands exceeding \$900,000.00.

SCHEDULE "K"

APPROVED

As to Form


CITY SOLICITOR

As to Contents


HEAD OF DEPARTMENT

As to
Principle


ACTING CITY MANAGER

Bylaw 7700

Being a Bylaw to Designate Certain Portions of the
Macdonald Hotel as a Municipal Historic Resource.

WHEREAS the Historical Resources Act permits the Municipal Council of a municipality to designate any historic resource within the municipality whose preservation it considers to be in the public interest together with any land on which it is located as a municipal historic resource upon giving notice to the owner of the resource in accordance with the Act; and

WHEREAS it is deemed in the public interest to designate certain portions of the building located in the City of Edmonton known as the Macdonald Hotel and the land on which it is situated as a municipal historic resource and the owners of the Hotel have agreed thereto; and

WHEREAS on the first day of October, A.D. 1984, the registered owners of the Macdonald Hotel were notified that the Municipal Council of the City of Edmonton intends to pass a bylaw designating certain portions of the Macdonald Hotel and the land on which it is situated as a municipal historic resource; and

WHEREAS Council and owners have agreed that the designation of certain portions of the Hotel and the land on which it is situated as a municipal historic resource will decrease the economic value of the said building, and Council has agreed to pay to the owners certain compensation; and

WHEREAS Council and the owners have agreed to the form and amount of such compensation;

NOW THEREFORE the Municipal Council of the City of Edmonton, having complied with the Historical Resources Act, and duly assembled, hereby enacts as follows:

1. The portions of the Macdonald Hotel constructed in or about 1915, located at 10065 - 100th Street, and situated on the site legally described as Block A, Plan 3073 A.D., River Lot 8, Edmonton, shown outlined on the sketch annexed hereto as Schedule "A" are hereby designated as a Municipal Historic Resource.

2. Subject to section 3 hereof, those portions of the exterior and interior of the portions of the Macdonald Hotel hereby designated as a Municipal Historic Resource shall not be removed, destroyed, disturbed, altered, restored, repaired or otherwise permanently affected, other than in accordance with the list annexed hereto as Schedule "B".

3. The General Manager of the Planning Department is hereby appointed to administer the implementation of or any matters arising therefrom the matters set out in Schedule "B" hereto.

4. The compensation for the historic designation of the aforementioned portions of the Macdonald Hotel shall be as set out in Schedule "C" annexed hereto.

READ a first time this

READ a second time this

READ a third time and duly passed this

27th

27th

08

day of November, A.D. 1984

day of November, A.D. 1984

day of January, A.D. 1985

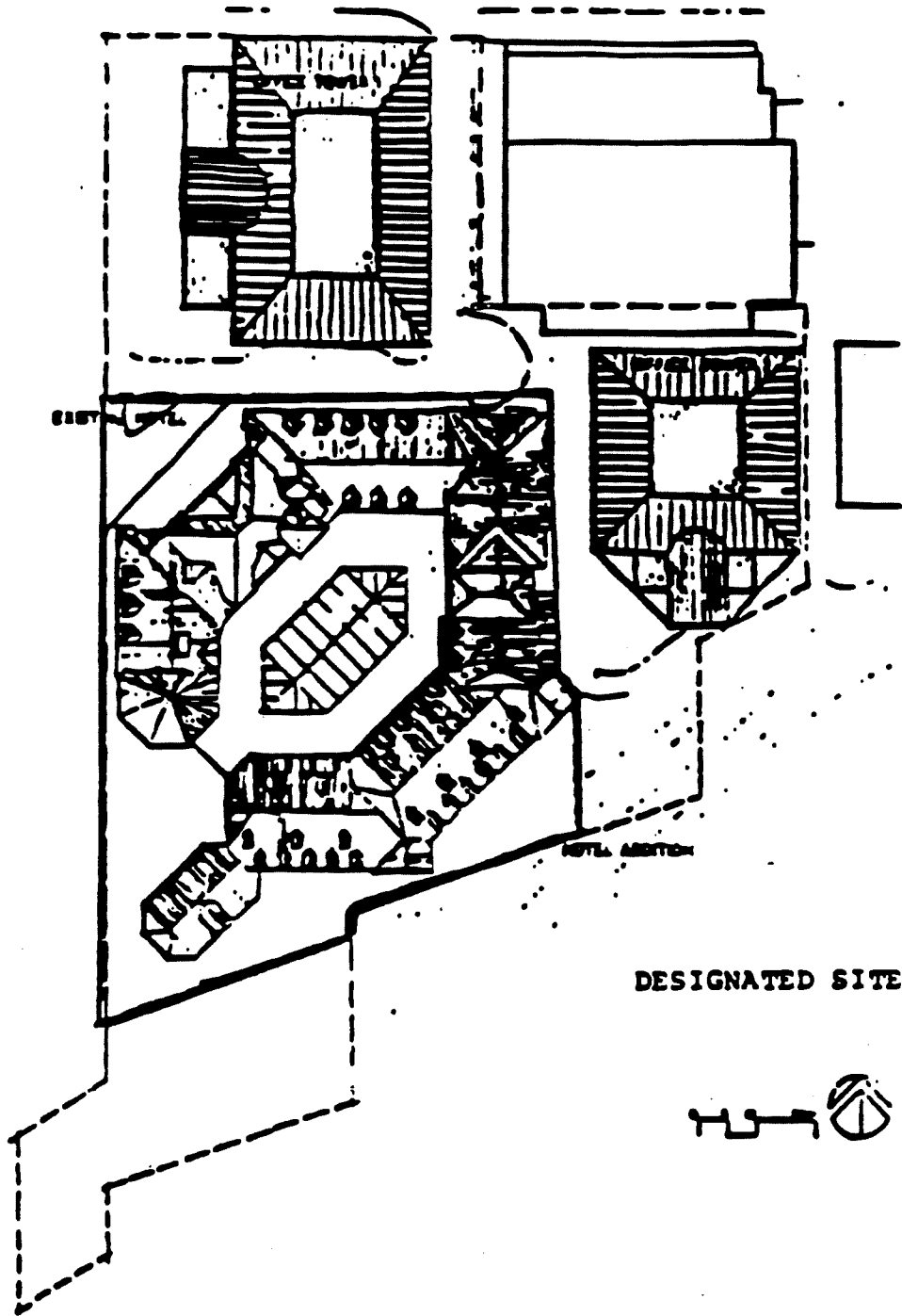
THE CITY OF EDMONTON

"Deane-L"

MAYOR

"C. J. McGonigle"
CITY CLERK

SCHEDULE "A"



DESIGNATED SITE PLAN



"SCHEDULE B" to Bylaw #7790 to Designate Certain Portions of the Macdonald Hotel as a Municipal Historic Resource.

I

GENERAL PRINCIPLES FOR HISTORIC CONSERVATION OF THE MACDONALD HOTEL

The intent of this Schedule is to set out the mechanisms for preserving and conserving the portions of the Macdonald Hotel to be designated as a Municipal Historic Resource, and determine the elements to be preserved, conserved, retained or restored. However, because the owners and redevelopers of the hotel and the City desire to have a viable hotel operation upon completion of the renovation, reconstruction and redevelopment, the following principles form the basis of these guidelines, and all following items must be read in light of them. In view of these principles, it is recognized that, as plans are developed, the sections that follow may have to be altered in accordance with these principles and for this reason, a mechanism for compromise has been set out below.

(a) Life Safety

Because of the age of the hotel, the entire life safety system of the building must be upgraded, including the mechanical and exiting systems. Numerous additional exits are required to the exterior, as are stair enclosures. It is the intention of the City and the owners and redevelopers that the historical integrity of the building be maintained as much as possible. Where it is not possible and where for example fire doors are required, both parties intend to detail these additions in such a manner as to be compatible with the historical character of the building.

(b) Technical Requirements

It is recognized by both parties that restoring the building to the same condition as it existed in 1915, using original materials

and procedures, is not always technically feasible. For example, duplicating the limestone finish of the old building using limestone may not be possible as limestone acquires a patina over the years which cannot be duplicated without the required aging. The parties therefore intend to use various alternate materials which are closer to replicating the old appearance of the hotel. Mechanical apertures, for example, for grilles and sprinkler heads, are necessary even though in some instances they will puncture historic ceilings. The owners and redevelopers will thus attempt to integrate such devices into the architectural detailing in a manner that does not detract from the historical character to be achieved.

(c) Hotel Operation

A viable first class hotel requires more than an aesthetic appearance. The owners and redevelopers thus intend to develop an operations plan and a physical plan which will make a hotel viable. In some instances this will require portions of the building to be modified to allow the desired level of service to be achieved. For this reason it may be necessary to lower the entranceway ceiling of the hotel, as space for a kitchen ceiling is required for the second floor meeting rooms, although it would be preferable to retain the ceiling height as it presently exists.

(d) Cost

It is recognized that the owners and redevelopers are working with a project that is economically marginal but that in spite of this every reasonable effort will be made to create a first class hotel that incorporates the historic grandeur of the old building. To this end, an intensive ongoing value analysis is being carried out for each component of the building as the design progresses, a key criterion of which is the preservation of the character of

the building, as this is essential to meet the public objectives of the City but also the marketing objectives of the hotel owners and redevelopers. To this end, some compromises are required. The windows, for example, are to have fixed glazing yet retain their historic look. Thus, it is intended to retain the vertical mullion which divides the windows but eliminate the smaller, less-prominent mid-window, horizontal mullion, which are prohibitively expensive.

II EXTERIOR

The exterior facade of the original 1915 Hotel Macdonald shall be left unaltered except as otherwise indicated herein, and maintained by the owner, at his expense.

The exterior facade shall be defined as consisting of the following seven (7) elevations, shown on Diagram I.

II.1 Facades

II.1.1 Northwest Facade (See Photo #I.1.1).

The following architectural elements shall be retained:

- (a) Portico - Which consists of four pillars (Photos #I.1.1.a & b), two pilasters (all of which have decorative motifs of gargoyles, heads and provincial shields (Photo #I.1.1.c), a balustrade running the complete length of the portico (Photo #I.1.1.d), and five arches, simply fluted (Photo #I.1.1.e), and two chandeliers (Photos # I.1.1.a & e).
- (b) Six Pilasters With Cornice - (Photo #I.1.1.f)

- (c) One Balconette - Located between the sixth and seventh floors consisting of a platform projecting from the wall enclosed by a railing and having 10 brackets (Photo #I.1.1.g).
- (d) Three Decorative Mouldings - Consisting of three bands of stone the total length of which runs the full width of the facade located between the seventh and ninth floors (Photo #I.1.1.h).
- (e) Three Dormers - Two single window dormers which flank either side of a large dormer. (Photo #I.1.1.i) The large dormer contains one single, one pair and one triplet of windows. (Photo #I.1.1.j).
- (f) All windows and door openings, except where altered for reasons of Building Code compliance (i.e. exiting).

II.1.2 West Facade (Photo #I.1.2).

The following architectural elements shall be retained:

- (a) Overhang - Which extends out over the sidewalk to protect doorway (Photo #I.1.2.a); may be moved and retained in accordance with the principles set forth herein, in a manner compatible with the historic character of the building.
- (b) Three Blind Arcades - Located on the second floor and each consisting of a pair of windows and three panels (Photo # I.1.2.b).
- (c) One Moulding - Which runs widthwise across the facade between the second and third floors (Photo #I.1.2.c).
- (d) Brackets and Decorative Cornice - Which runs widthwise across the facade located between the sixth and seventh floors (Photo I.1.2.d).
- (e) One Cornice - Which runs the total width of the facade located between the seventh floor and the roof line (Photo #I.1.2.e).

- (f) All windows, sills and door openings, except where altered for reasons of Building Code compliance (i.e. exiting).

II.1.3 South West Facade (Photo #I.1.3).

The following architectural elements shall be retained:

- (a) Five Arched Windows - Located on the first floor, two of which will become internal openings into the addition and may be altered in accordance with the principles set forth herein, so as to be compatible with the historic character of the building.
- (b) All window openings and sills.

II.1.4 South Facade (Photo #I.1.4)

The following architectural elements shall be retained:

- (a) First floor facade (Photo #I.1.4.a) which is stepped out from the main facade and consists of:
- i) Nine arched windows each having decorative mouldings and key stones and large leaded glass transoms (Photo #I.1.4.b). The glazing may be altered or removed as required in accordance with the principles set out herein so as to be compatible with the historic character of the building.
 - ii) Twelve pilasters each having a simple base, blind panels and decorative capitals with a gargoyle head and Corinthian leaves (Photo #I.1.4.c). Eight pilasters run from the base to the bottom of the balustrade (Photo #I.1.4.d).
 - iii) A cornice which runs the total width of the first floor facade between the top of the arched windows and below the balustrade (Photo #I.1.4.e).

- iv) The balustrade which runs the total width of the first floor facade, and which consists of blind panels and decorative balusters (Photo #I.1.4.f), may be moved and incorporated in whole or part within the addition or other site development, where appropriate so as to be compatible with the historic character of the building.
 - v) All window openings and sills.
- (b) The remaining portion of the South Facade (Photo #I.1.4.g) which extends from the First Floor Facade up to the lower edge of the roof line and consists of:
- 1) All window openings and sills.
 - ii) One balconette complete with five pairs of brackets all of which is located between the sixth and seventh floors (Photo #I.1.4.h).
 - iii) Two large decorative cornices both of which flank the balconette and consist of small rectangular brackets (Photo #I.1.4.i).
 - iv) One simply decorated cornice the majority of which runs the total width of the remaining portion of the south facade and which is located just below the roof line (Photo #I.1.4.j).

II.1.5 South East Facade (Photo #I.1.5)

As portions of the South East Facade will become an internal wall as a result of the redevelopment of the Hotel, the following elements shall be retained and incorporated into the redevelopment, where possible, in accordance with the principles set forth herein, in a manner compatible with the historic character of the building.

- (a) Three arched windows and transoms on the first floor (Photo #I.1.5.a).
- (b) Two large balconettes complete with brackets, one of which exists between the first and second floors, the other between the fifth and sixth floors (Photo #I.1.5.b).
- (c) One decorative cornice directly above the upper balconette which runs the full width of the balconette (Photo #I.1.5.c), and two large cornices both of which flank the decorative cornice, and which are located directly beneath the roof line (Photo #I.1.5.d).
- (d) Two dormers (Photo #I.1.5.e).
- (e) All window openings and sills.

II.1.6 East Facade (Photo #I.1.6)

The following architectural elements shall be retained:

- (a) Four arched windows with transoms located on the first floor (Photo #I.1.6.a).
- (b) Two large window sills located between the first and second floors and the fifth and sixth floors directly beneath three pairs of windows (Photo #I.1.6.b).
- (c) One large cornice located directly above the sixth floor and beneath the roof line (Photo #I.1.6.c).
- (d) Three dormer windows (Photo #I.1.6.d).
- (e) All window openings and sills.

II.1.7 North Facade (Photo #I.1.7)

The North Facade will be restored in accordance with the principles set forth herein so that it is compatible with the historic character of the building, and may, where possible, incorporate elements from the South East Facade, in such a way that the original appearance of the North Facade is restored.

II.2 Building Materials and Fixtures

II.2.1 Masonry

Masonry is defined as brick, stone, terra cotta, concrete, and mortar of the original 1915 hotel.

- (a) Any repointing will be done with mortar which duplicates original mortar in composition, colour and texture. *& profile*
- (b) Any cleaning of masonry will be undertaken only when absolutely necessary to halt deterioration, and sandblasting will not be permitted. *- use gentlest means*
- test first
- (c) Any repairing or replacing of deteriorated masonry shall be done with new material that duplicates the old as closely as possible.

II.2.2 Architectural Metals

Architectural metals are defined as cast iron, steel and pressed tin. These metals usually exist in the form of cornices, bracketing, and decorative eavestroughs. *brass*
brass
white metal

- (a) All original architectural metals will be maintained whenever possible.
- (b) Cleaning of architectural metals will be done using the appropriate method.

II.2.3 Roof (Photos #I.2.3.a. and b)

- (a) All sections of the roof which are deteriorated will be replaced with new material that matches the old in composition, size, shape, colour and texture. *copy*
- (b) All architectural features which give the roof its essential character, such as dormer windows, cornices, chimneys, and weather vanes, will be preserved or replaced (Photos #I.2.3.c), where necessary if possible. *?*
- (c) Roof may be altered to resolve ice damming problems in accordance with the principles set forth herein, in a manner compatible with the historic character of the building.

II.2.4 Exterior Windows and Doors

- (a) All windows and door openings will remain similar in size, appearance and proportion to the originals.
- (b) Original doors and door hardware will be retained wherever possible in accordance with the principles set forth herein in such a way that the original appearance of the building is retained.

III INTERIOR

The interior shall be defined as consisting of the following items:

- III.1.1 The original octagonal-shaped Palm Room, currently called the Wedgewood Room, has a groined ceiling with the dome decorated in a Wedgewood design. The ceiling and chandelier will be incorporated in the renovation (Photos #II.1.1.a,b,c,d).

III.1.2 The original ceilings, windows and doors of the Empire Dining Room, which currently contains the Quiet Bar and Inglenook Room, will be retained wherever possible (Photos #II.1.2.a,b,c). The decorative ceiling with pastoral design shall be preserved together with the fan-shaped transom mouldings on the wall.

III.1.3 The original lounge with fireplace and oil painting depicting the Fathers of Confederation shall be retained (Photos #II.1.3.a,b,c,d,e).

III.1.4 The original main staircase, including the cast-iron balusters and marble runners shall be maintained (Photos #II.1.4.a,b,c) if possible, in accordance with the principles set out herein.

III.1.5 The ceiling of original main entrance hall, (Photos #II.1.5.a,b,c) may be lowered, but will be reincorporated into the ceiling at the first floor level.

III.2. The following general clauses relate to the preservation of existing fixtures and the treatment of building services:

III.2.1 (a) The character of original material, architectural features, and hardware in the interior such as stairs, hand rails, balusters, ornamental columns, cornices, baseboards, doors, doorways, windows, mantle pieces, paneling, lighting fixtures, parquet or mosaic flooring, and decorative plaster work, shall be retained wherever possible.

(b) New material that duplicates the old as closely as possible in terms of material, size, scale, colour and texture shall be used in replacing any material that is deteriorating.

(c) Building services and fire prevention equipment in the interior shall be installed in areas and spaces that will require the least possible alteration to the plan, materials, and appearance of the original interior.

IV

SETTLEMENT RESOLUTION

If the City and the owners and redevelopers cannot agree on a course of action in respect of any matter arising out of this Schedule, then a compromise to the dispute shall be determined according to the procedure hereinafter set forth:

- (a) The party desiring to refer the dispute for settlement shall notify the other party in writing of the details and the nature and extent of the dispute.
- (b) Within fifteen (15) days of receipt of such notice, the opposite party shall, by written notice, advise the disputing party of all matters referred to in the initial notice except those for which the party proposes to accept the suggested course of action proposed by the disputing party.
- (c) Immediately following the identification of the issues in dispute, the parties shall meet and attempt to appoint a single referee, and if the parties refuse to meet, or having met, are unable to agree on a single arbitrator, then upon written demand of any party, within 15 days of such date, each party to the settlement resolution shall appoint one referee in writing and the two (2) referees shall, within five (5) days of their appointment, appoint a third member to be known as the Chairman.
- (d) Within fifteen (15) days of the appointment of the single referee or the establishment of such period as may be agreed upon by the parties, the Settlement Resolution Committee shall resolve all matters and disputes in accordance with the terms of reference therefor.
- (e) The referee who shall be an architect trained and experienced in heritage conservation in redevelopment projects, shall have the power to obtain the assistance, advice or opinion of such engineer,

surveyor, appraiser, or other expert as they may think fit and shall have the discretion to act upon any assistance, advice or opinion so obtained.

- (f) The City and owners and redevelopers agree that the decision of the Settlement Resolution Committee shall be binding upon them.
- (g) Each of the City and the owners and redevelopers shall pay their Settlement Resolution and shall equally share the costs of the third referee if one is appointed.
- (h) Notwithstanding that a matter has become the subject of Settlement Resolution, the owners and redevelopers and the City shall, where reasonably possible, proceed with all other matters and things dealing with the redevelopment of the Macdonald Hotel as if such matter had been settled and the dispute determined.

GLOSSARY OF TERMS FOR THE MACDONALD HOTEL

- BALCONETTE** - A platform projecting from a wall, enclosed by a railing or balustrade, supported on brackets, columns or cantilevered out.
- BALUSTRADE** - A row of balusters with rail used on a terrace or balcony.
- BALUSTERS** - A short post or pillar in a series supporting a rail and thus forming a balustrade.
- BLIND ARCADE** - A line of arches or rectangles projecting or recessed slightly from a solid wall.
- BRACKET** - An angular support at eaves, doors and sills.
- CORNICE** - Ornamental molding that projects along the top of a wall, pillar, or building, usually of wood or plaster around the walls of a room, just below the ceiling.
- DORMER** - A window in a sloping roof.
- FACADE** - The face of a building.
- FLUTING** - A type of decoration consisting of long, round grooves - vertical channelling of the shaft of a column.
- GARGOYLE** - A decoration usually in the shape of a human or animal head.
- GROINED** - A highly decorative ceiling.
- MOTIF** - An artistic composition.
- MOULDING** - A decorative band or strip of material used in cornices and as a trim around window and door openings.
- PANELS** - An area of material within a frame or structure.
- PORTICO** - Porch with pillars or columns.
- PILASTER** - A vertical, rectangular fake column projecting slightly from a wall.
- RESTORATION** - Accurately recovering and replacing the form and details of a structure together with its setting, as it appeared at a particular period of time.
- SILL** - The lower horizontal part of a window frame.
- TRANSOM** - The horizontal opening between the top of a window or door and structural opening.

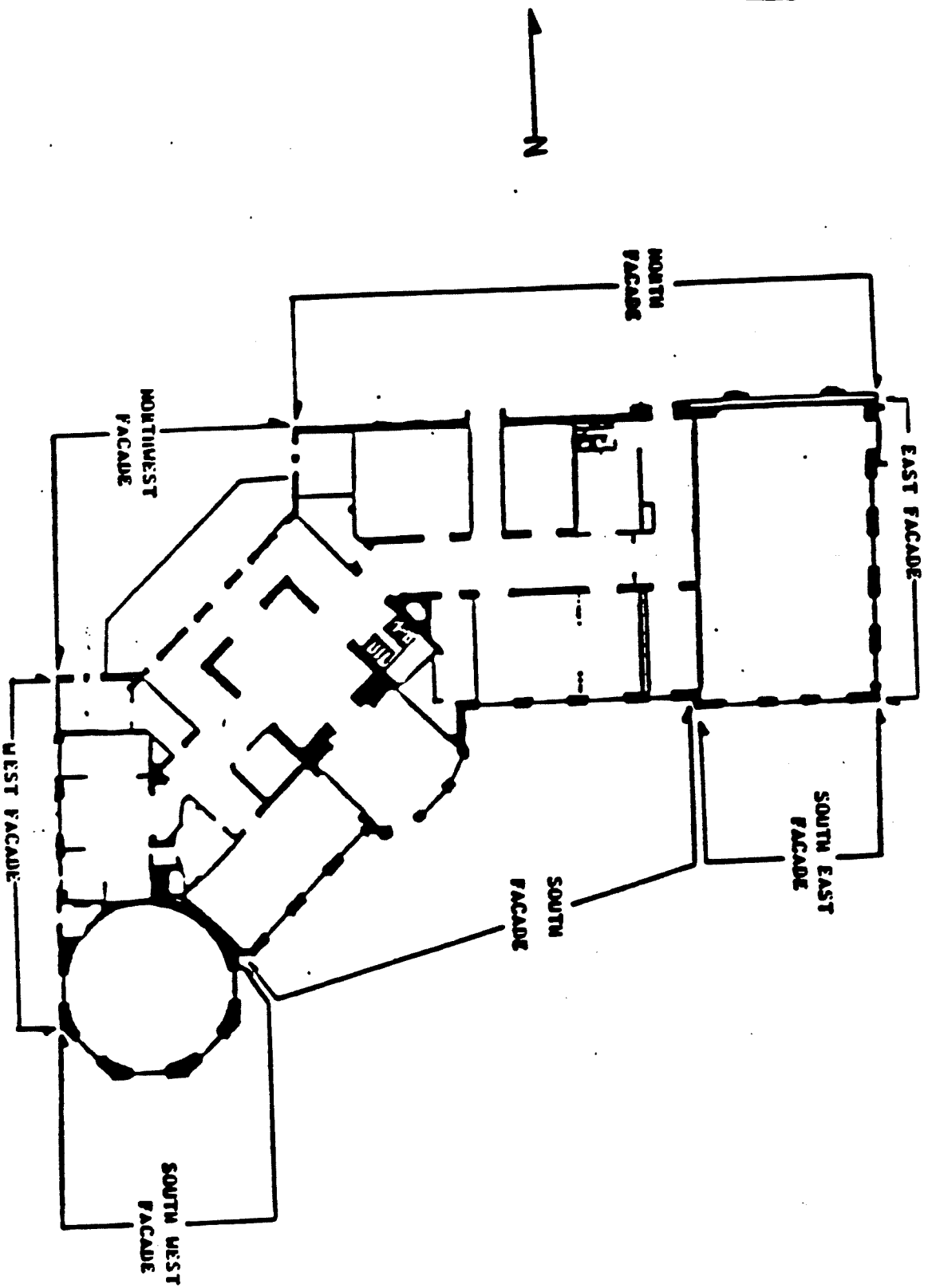


DIAGRAM 1
 EXTERIOR
 HOTEL MACDONALD

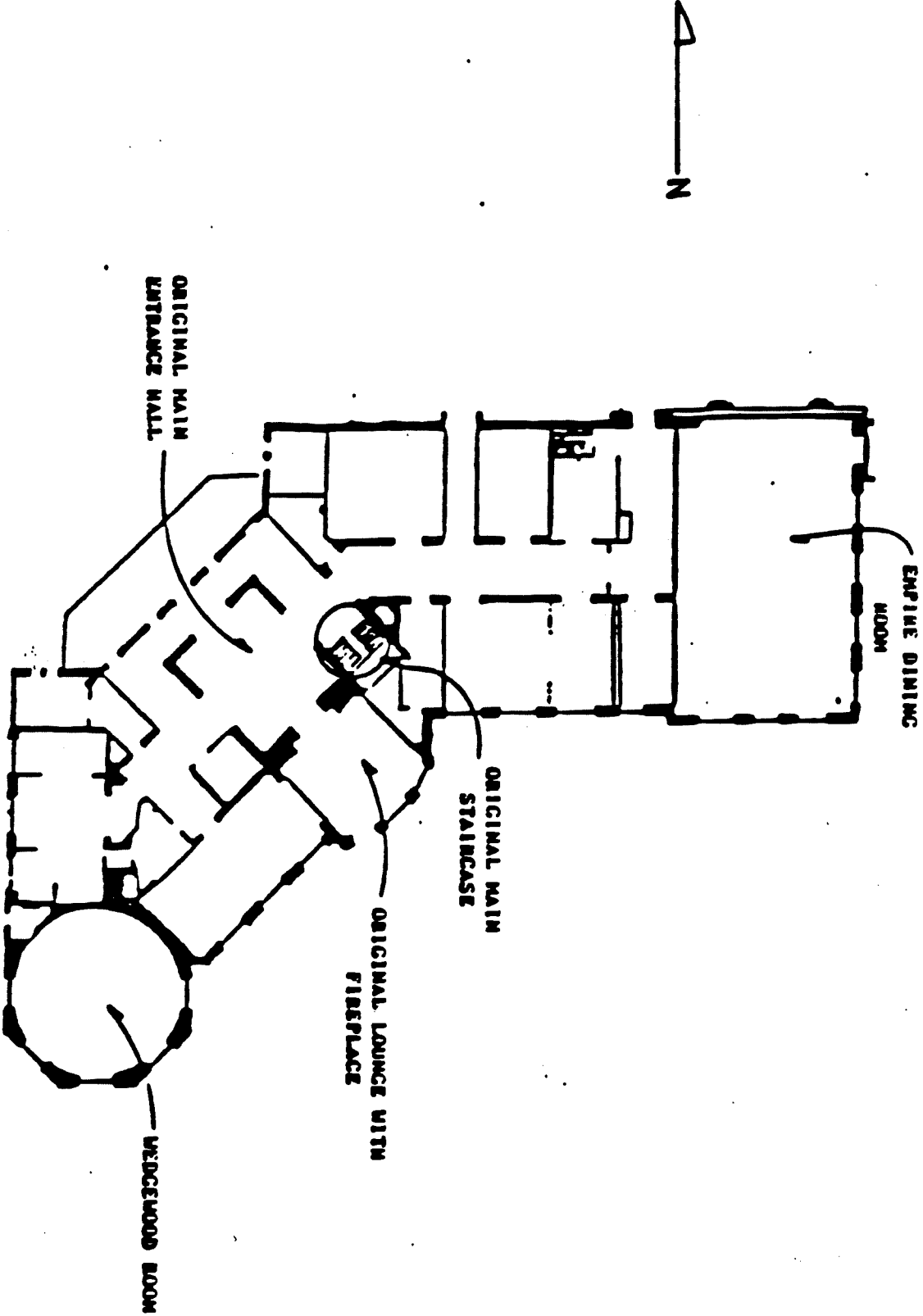
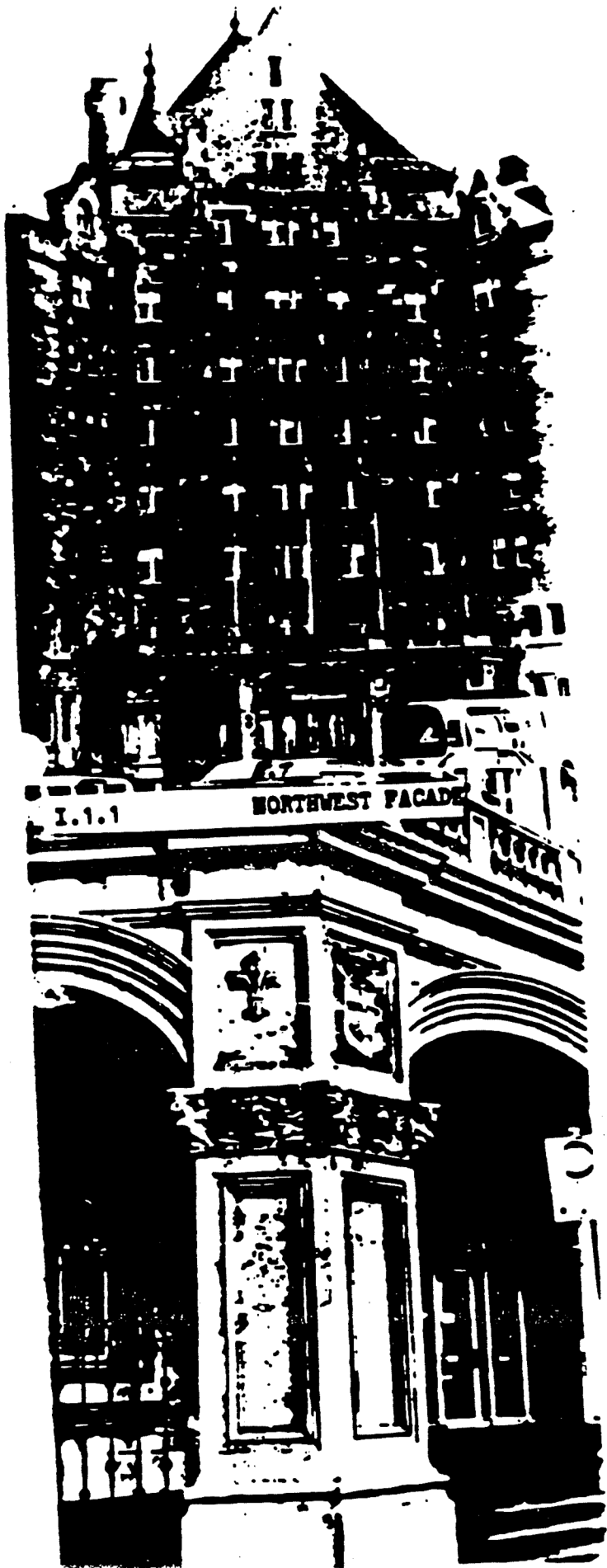


DIAGRAM 11
 INTERIOR
 HOTEL MACDONALD

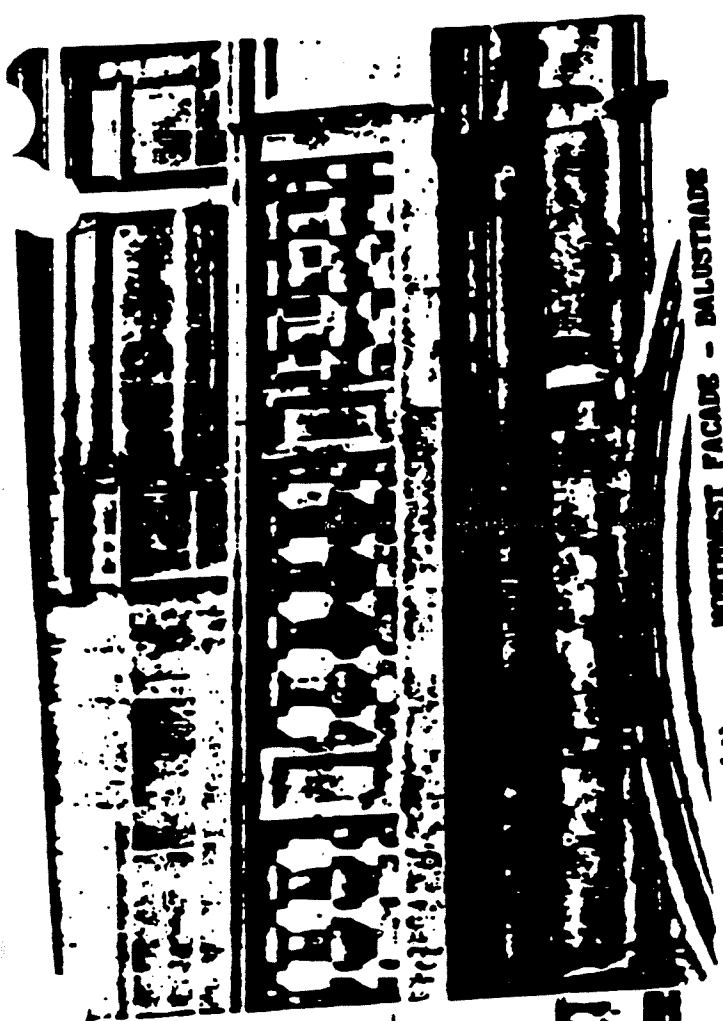


PORTICO



NORTHWEST FACADE - SIX PILASTERS WITH CORNICE

I.1.1.(f)

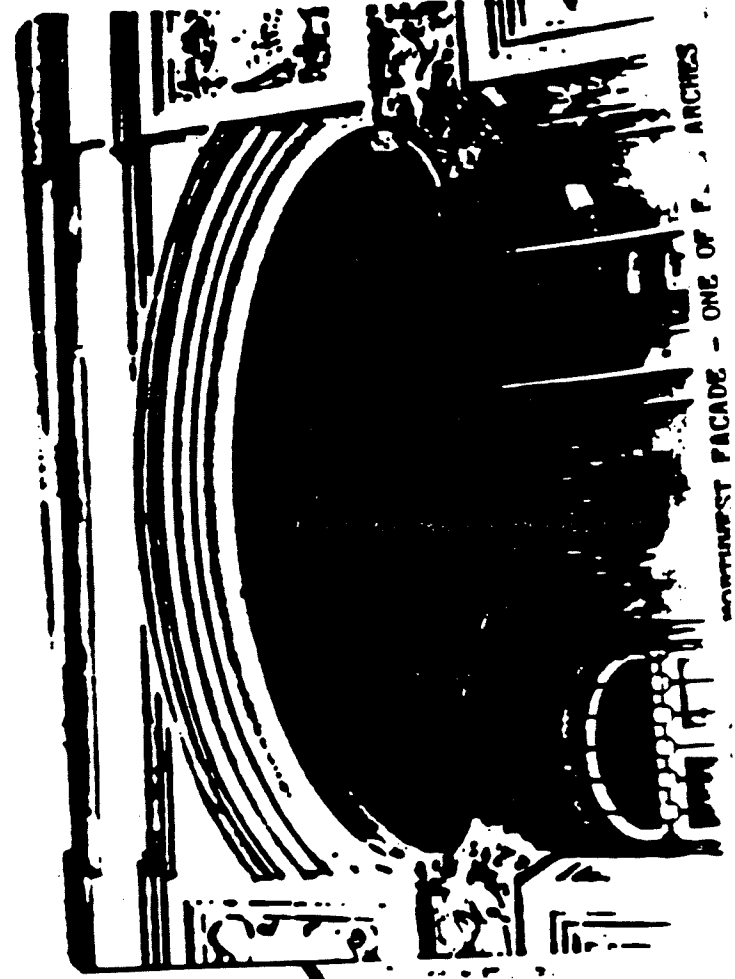


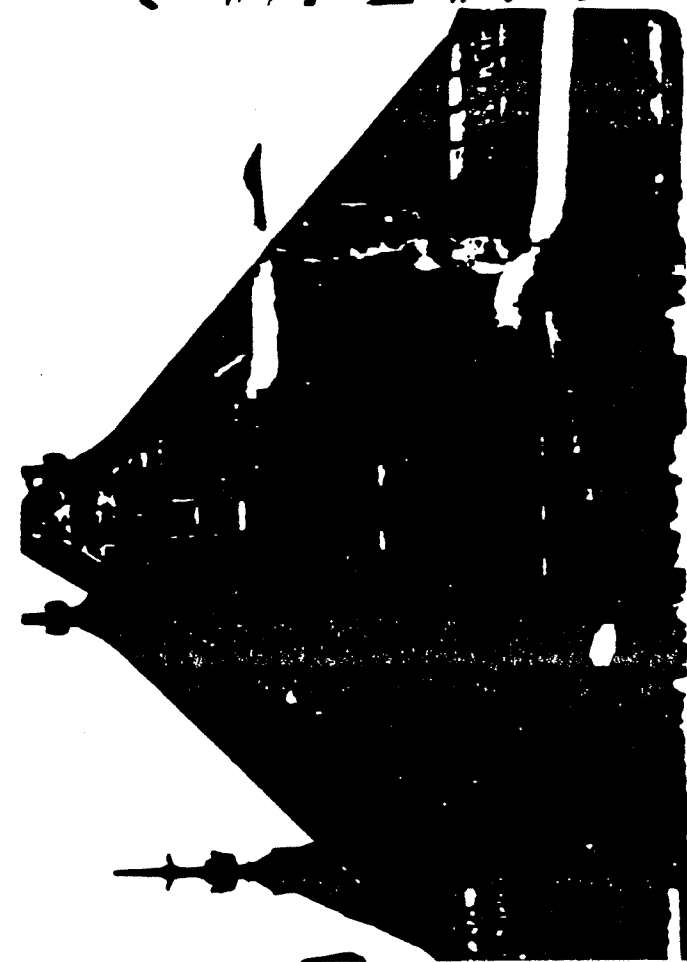
NORTHWEST FACADE - BALUSTRADE

I.1.1.(d)



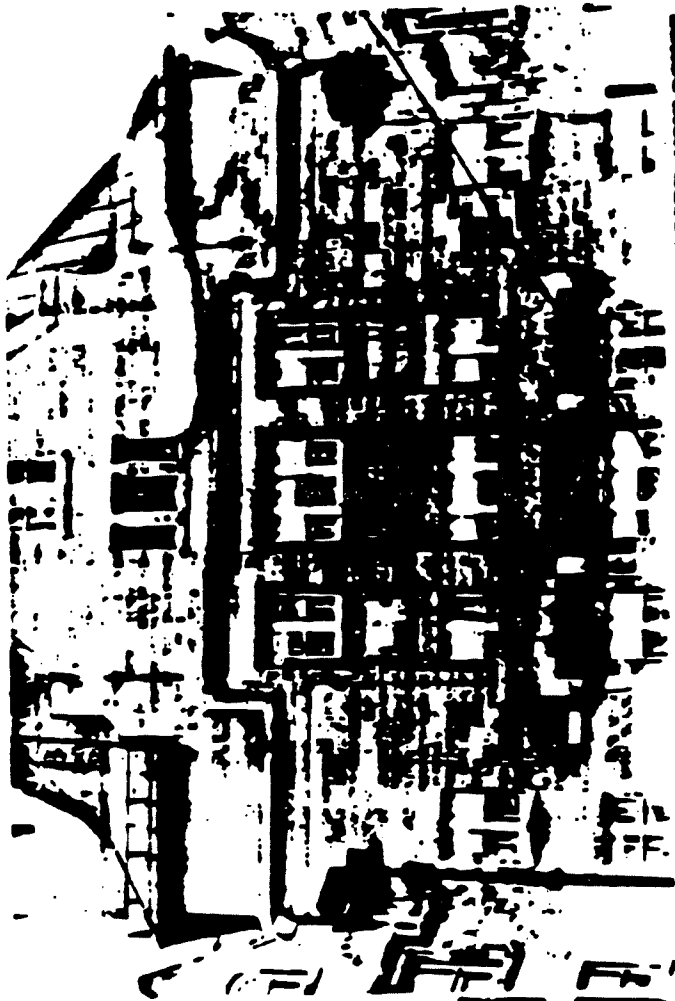
NORTHWEST FACADE - ONE OF FOUR ARCHES





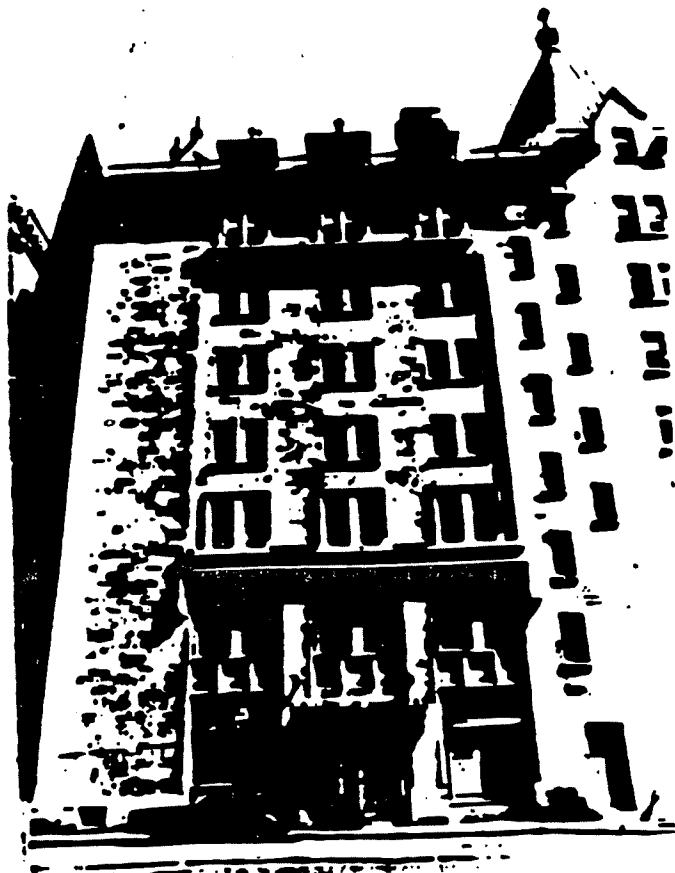
I.1.1.(J)

NORTHWEST FACADE - LARGE DORMER



I.1.1.(h)

NORTHWEST FACADE - THREE DECORATIVE MOLDINGS



I.1.1.(i)

NORTHWEST FACADE - ONE OF TWO SINGLE WINDOW DORMERS





I.1.2.(a) WEST FACADE - OVERHEAD



I.1.2.(o) WEST FACADE - MOULDED

THURM W. LTD ARCHTCS



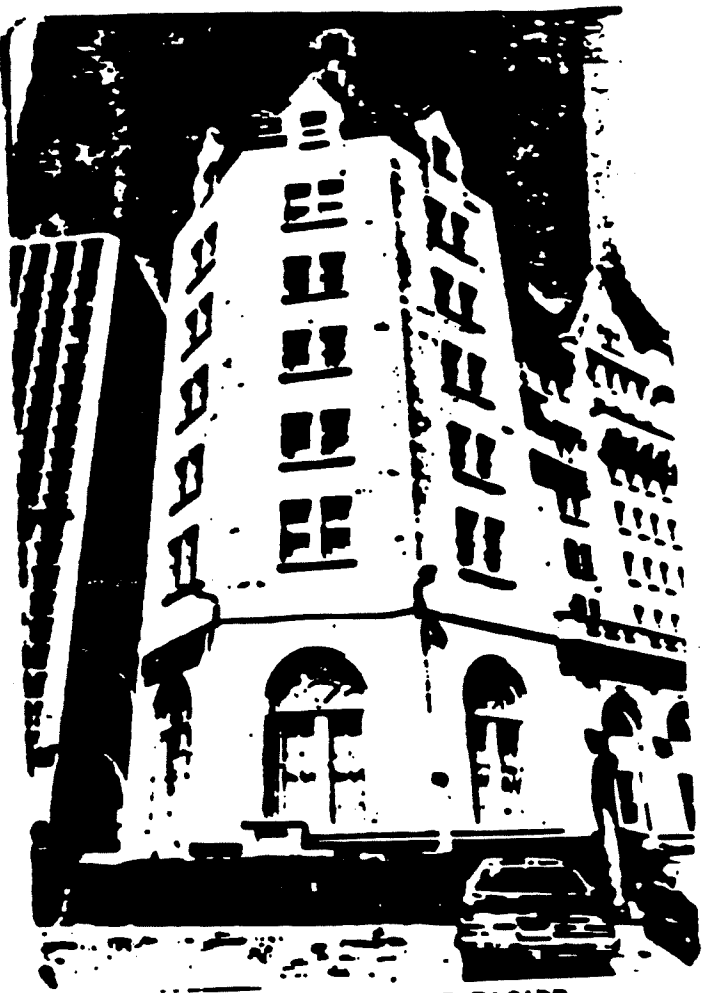
I.1.1 SOUTH FACADE



I.1.2.(e) WEST FACADE - CORNICHE



I.1.3 SOUTH FACADE - SHOWING FIRST FLOOR COMPONENT



I.1.3 SOUTHWEST FACADE



I.1.4.(b)

SOUTH FACADE - ONE OF NINE ARCHED WINDOWS

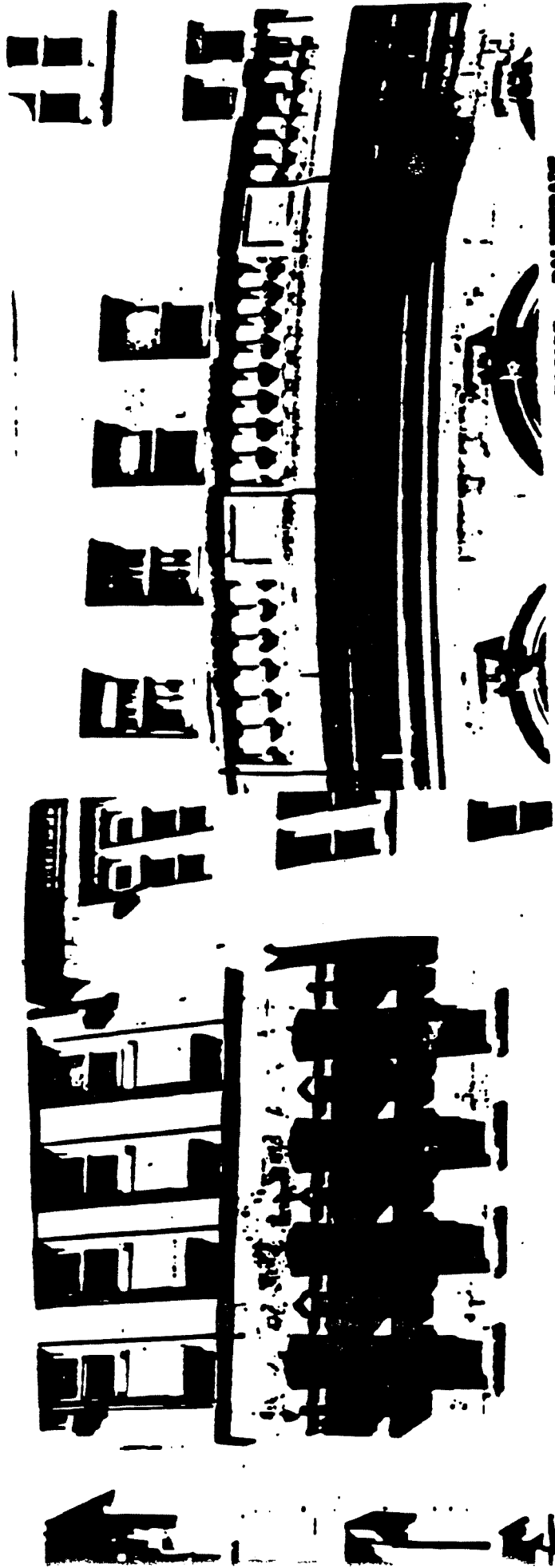


I.1.4.(c)

SOUTH FACADE - ONE OF FOUR PILASTERS



I.1.4.(d) SOUTH FACADE - CORNICE



I.1.4.(h) SOUTH FACADE - BALCONETTES AND BRACKETS



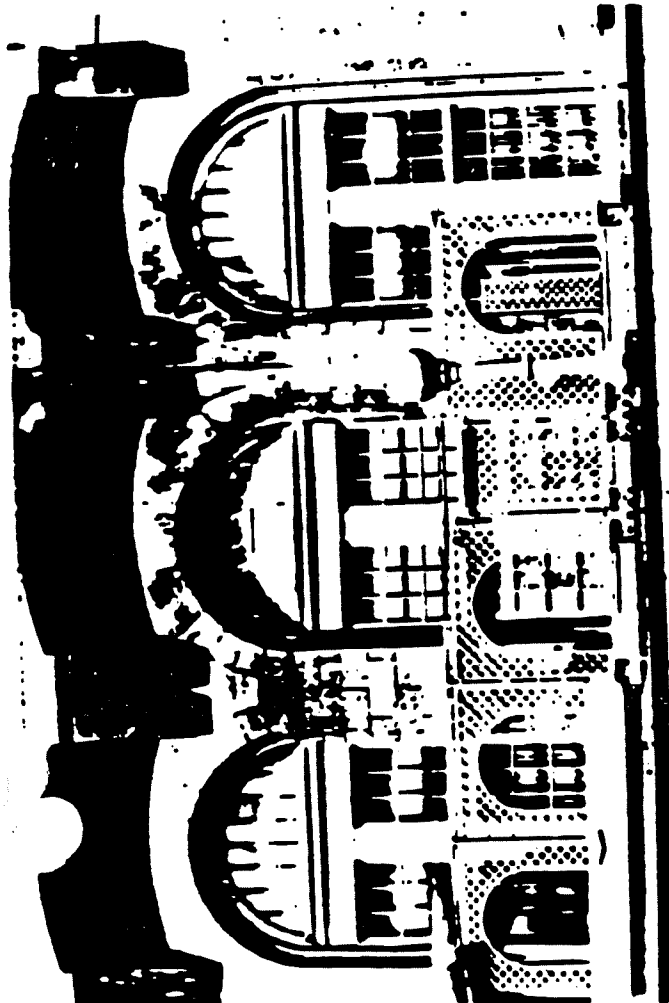
I.1.4.(f) SOUTH FACADE - BALUSTRADE



I.1.4.(g) REMAINING PORTION OF FACADE



I.1.4.(J) SOUTH FACADE - SIMPLY DECORATED CORNICE



I.1.5.(a) SOUTHEAST FACADE - THREE ARCHED WINDOWS

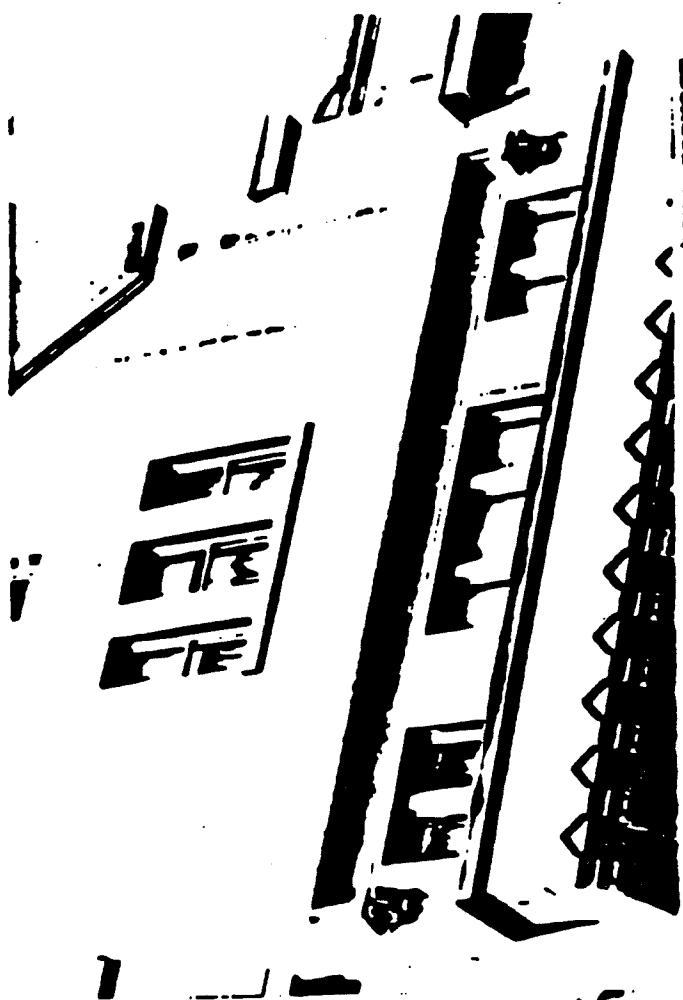


I.1.5 SOUTH EAST FACADE

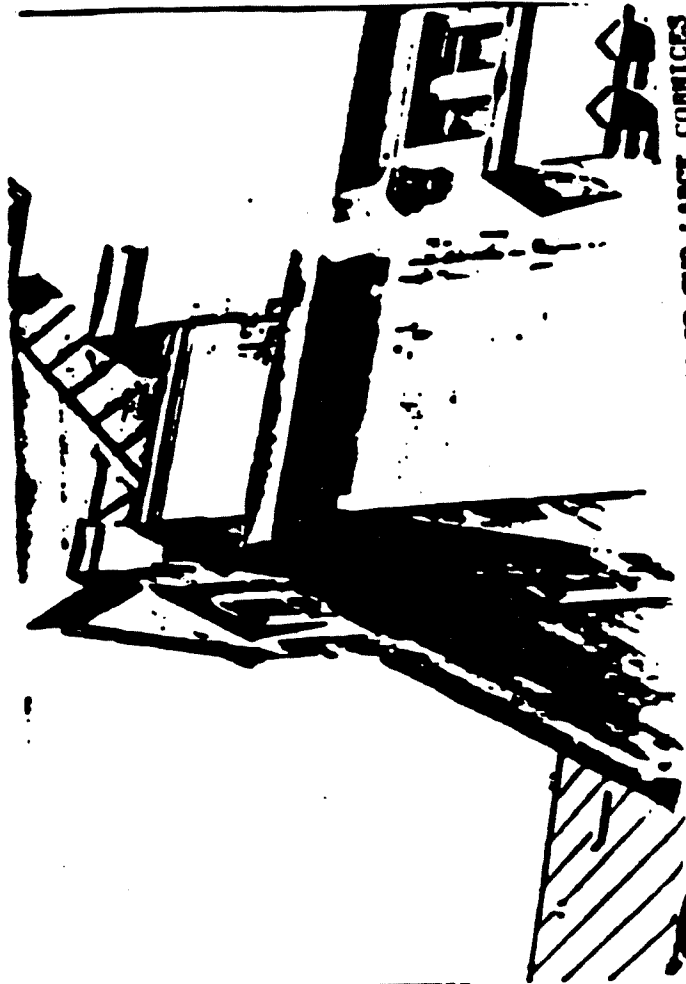


I.1.5.(b)

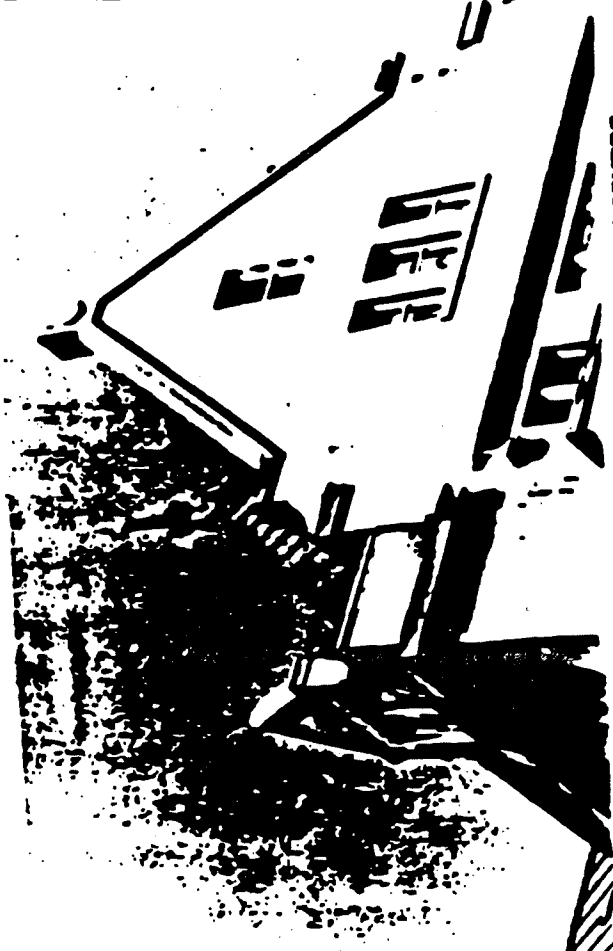
SOUTHEAST FACADE - TWO LARGE BALCONETTES



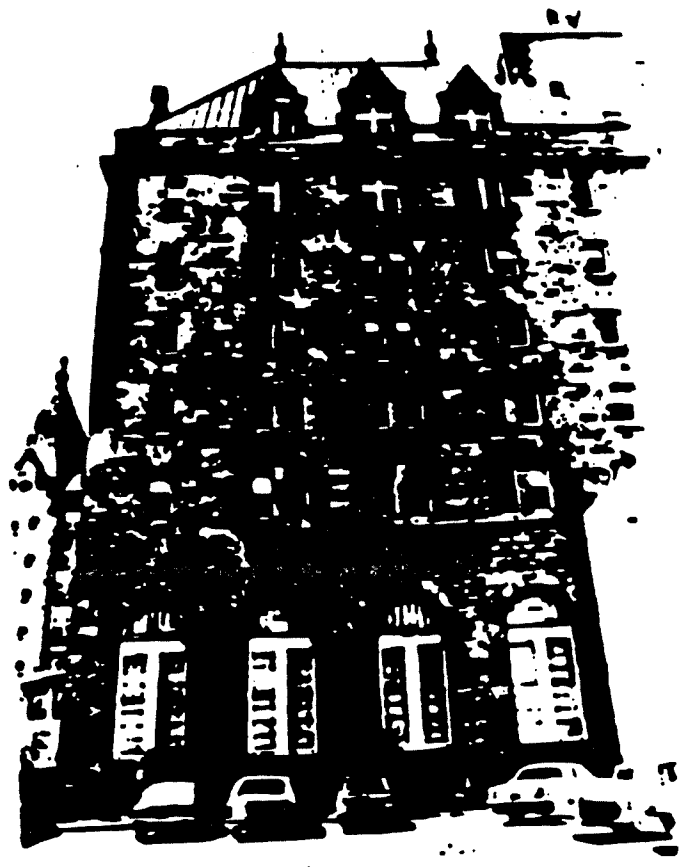
I.1.5.(c) SOUTHEAST FACADE - ONE DECORATIVE CORNICE



I.1.5.(d) SOUTHEAST FACADE - ONE OF TWO LARGE CORNICES



I.1.5.(e) SOUTHEAST FACADE - TWO DORMERS



I.1.5.(f) SOUTHEAST FACADE - TWO DORMERS AND STREET SCENE

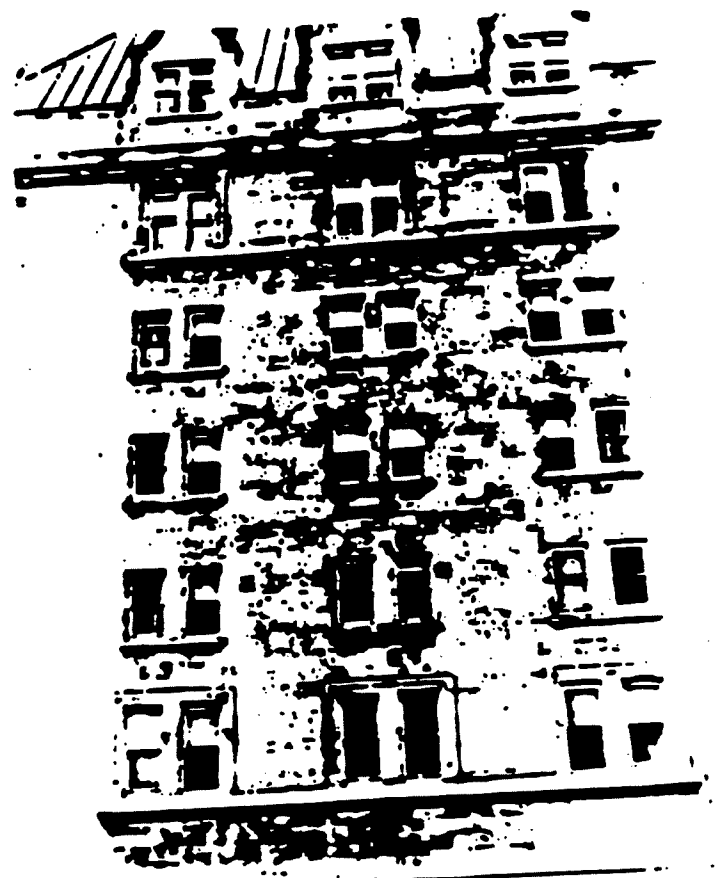


EAST FACADE - FOUR ARCHED WINDOWS WITH TRANSOMS

I.1.6.(a)

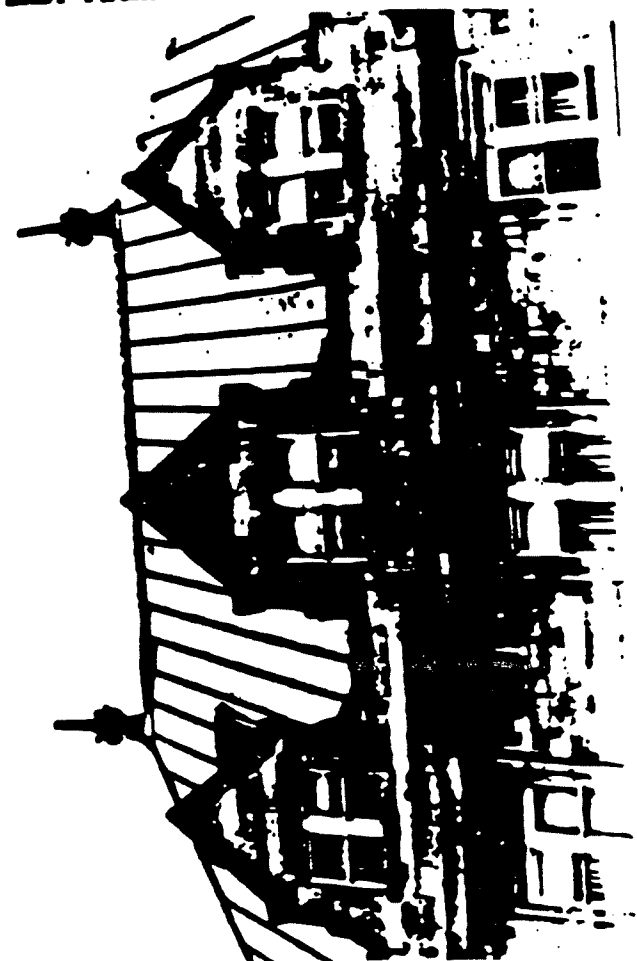
EAST FACADE - ONE LARGE CORNICE

I.1.6.(c)



EAST FACADE - TWO LARGE WINDOW SILLS

I.1.6.(b)





I.1.7

NORTH FACADE

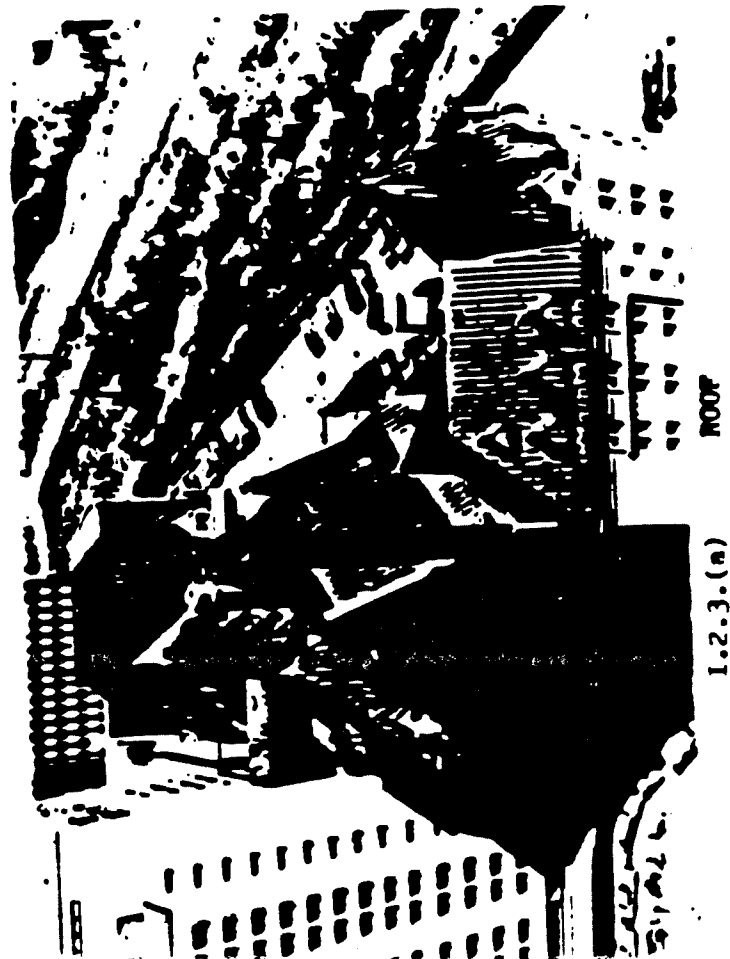


I.1.7.(a)

NORTH FACADE - EXISTING ELEMENTS



(b)



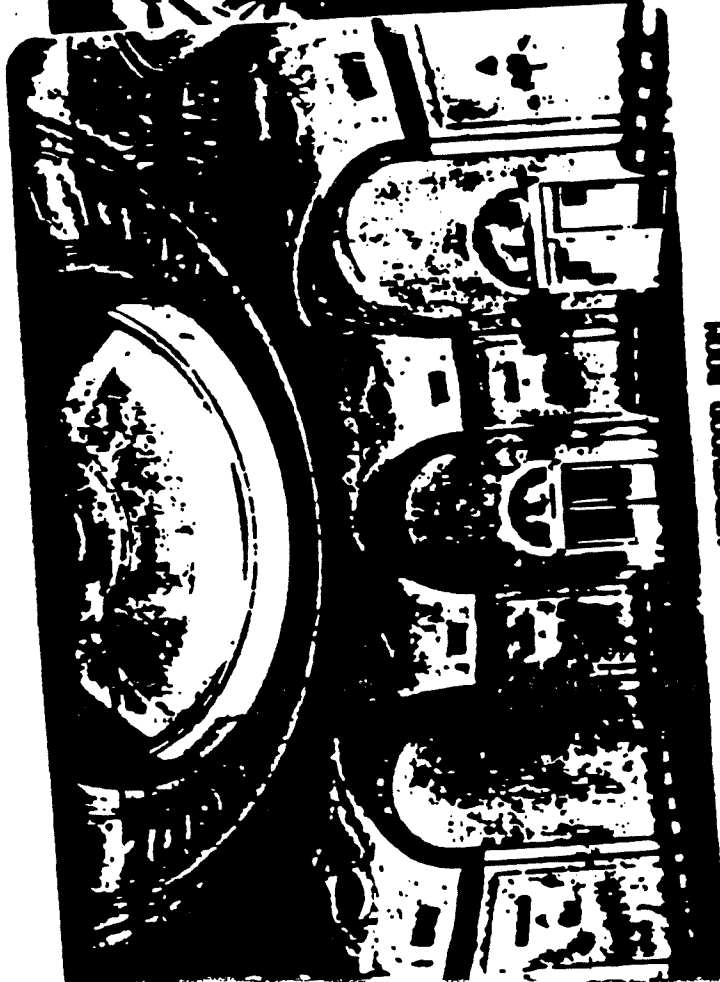
ROOF

I.2.3.(a)



ROOF - DETAIL

I.2.3.(b)

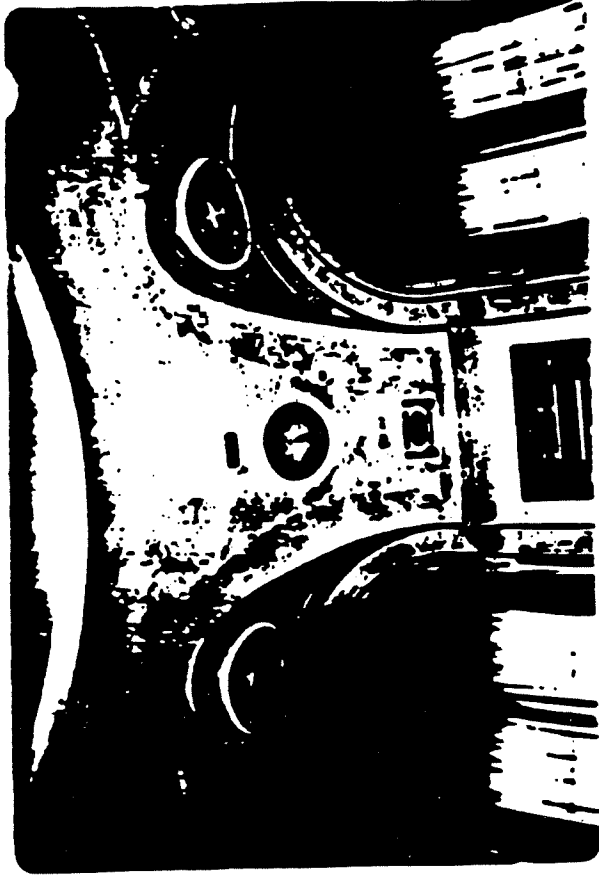


WEDGEWOOD ROOF

II.1.1.(a)



ARCHITECTURAL FEATURES



II.1.1.(c) WEDGEWOOD ROOM - DETAIL



II.1.1.(d) WEDGEWOOD ROOM - DETAIL



EMPIRE DINING ROOM - CIRCA 1930

II.1.2.(a)



II.1.2.(b)



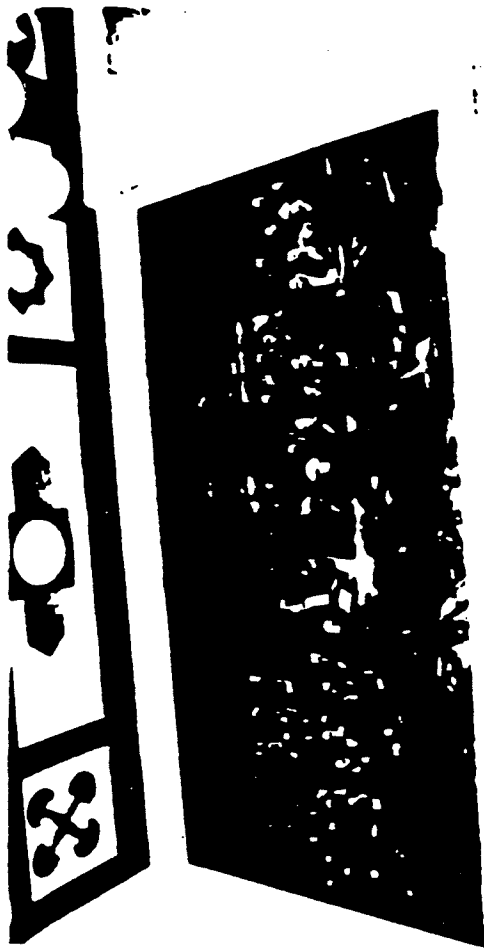
II.1.2.(c) EMPIRE DINING ROOM - CIRCA 1930



II.1.3.(a) ORIGINAL LOUNGE - CIRCA 1915



II.1.3.(c)



II.1.3.(d) ORIGINAL LOUNGE - PATTERNS OF CONFEDERATION PAINTING



II.1.3.(e)
ORIGINAL LOUNGE - CEILING



II.1.4.(b)

"Schedule C" to Bylaw # 7700 to Designate Certain Portions of the Macdonald Hotel and the Designated Site as a Municipal Historic Resource

1. Terms used in this Schedule C to Bylaw # 7700 shall have the meaning assigned to them in the Development Agreement between the City of Edmonton ("City") and the Canadian National Railway Company ("CN") and made as of JANUARY 14, 1985 ("the Development Agreement").

2. The City is required by law to grant compensation for the designation of the Original Macdonald Hotel and the Designated Site as a municipal historic resource pursuant to the Historical Resources Act ("the Act"). The City and CN have agreed in the Development Agreement that

- (a) the potential transfer of unused density relating to the said lands to other lands, and
- (b) the granting of tax relief in the form of a rebate of a portion of the municipal taxes collected by the City with respect to the Renovated Macdonald Hotel

represent adequate compensation for such designation.

3. The City recognizes that in the event the Project on the said lands, as defined in the Development Agreement is constructed and completed in its entirety there will be unused density related to the said lands to the extent of unbuilt commercial floor area of 16,179 square metres and unbuilt residential floor area of 27,846 square metres ("the unused density"). In the further event that City Council adopts, either by resolution or by bylaw, a policy permitting the transfer of development rights or unused density then in such event the unused density, as herein described, shall be recognized by the City in such policy and may be transferred by the then owners of the said lands to other lands in the City of Edmonton.

4. The City intends to grant and hereby grants:

- (a) insofar as it is legally able to do so under Sec. 24(4) of the said Act as part of the compensation for such designation, tax relief in the form of a cancellation or