

**CITY OF REVELSTOKE  
BYLAW NO. 2276**

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**Being a Bylaw to Authorize the City of Revelstoke to Enter into a Housing Agreement**

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**WHEREAS** the Council of the City of Revelstoke may, by bylaw, under section 483 of the *Local Government Act* enter into a Housing Agreement which may include terms and conditions agreed to by the Municipality and the Owner regarding the occupancy of housing units identified in the Agreement;

**AND WHEREAS** Council has rezoned the property located at 1738 Grizzly Lane, 1836 Hay Road & 1794 Hay Road to a new Comprehensive Development Zone to enable the development of 59 primary residential units: 26 single-family dwellings; 14 two family units and 19 rowhome units. Of the 19 rowhome units, 10 units are to be developed as affordable rental housing units;

**AND WHEREAS** the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

**Applicant:** 717133 BC Ltd.

**Location:** 1794 Hay Road, 1836 Hay Road & 1738 Grizzly Lane

**NOW THEREFORE** the Municipal Council of the City of Revelstoke, Province of British Columbia, in open meeting assembled **ENACTS AS FOLLOWS:**

1. **THAT** this Bylaw may be cited for all purposes as the “*City of Revelstoke Housing Agreement Bylaw No. 2276*”.
2. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedule “A” with respect to the land located in the City of Revelstoke known as 1794 Hay Road, 1836 Hay Road and 1738 Grizzly Lane and being more particularly known and described as:

**Lot A Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP21406 (1794 Hay Road);**  
**Portion of Lot 1 Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP8445 (1836 Hay Road); and**  
**Portion of Lot 1 Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP9206 except part included in Plans 12689 and NEP21406 (1738 Grizzly Lane)**

as shown hatched on the map attached to this bylaw as Appendix “A”.
3. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreement on behalf of the Municipality.

**READ A FIRST TIME THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**READ A SECOND TIME THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**READ A THIRD TIME THE \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

**ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.**

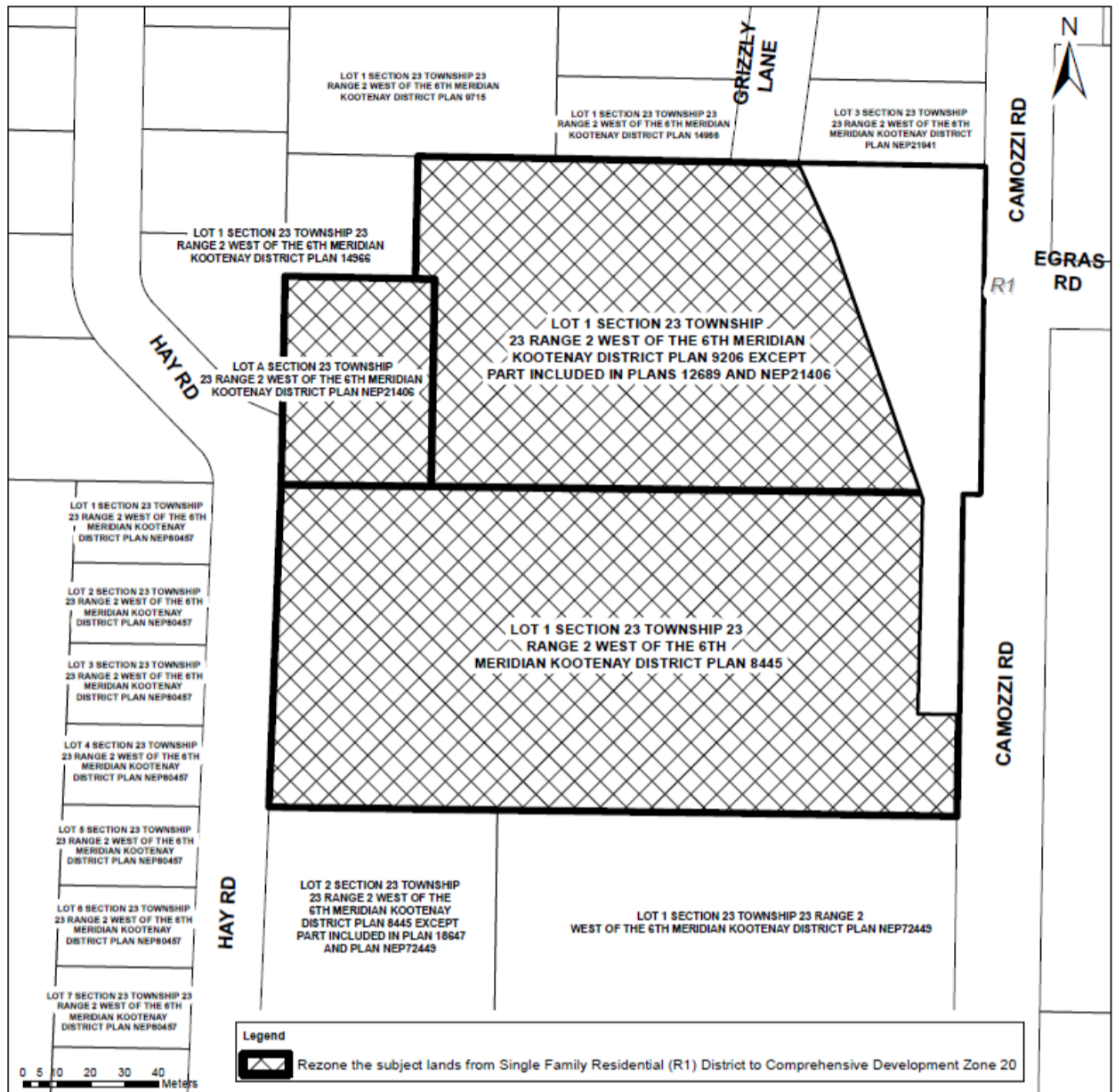
\_\_\_\_\_  
Director of Corporate Administration

\_\_\_\_\_  
Mayor

*Certified a true copy, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.*

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Appendix "A"



Property Subject to Bylaw No. 2276:

- Lot A Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP21406 (1794 Hay Road);
- Portion of Lot 1 Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP8445 (1836 Hay Road); and
- Portion of Lot 1 Section 23 Township 23 Range 2 West of the 6th Meridian Kootenay District Plan NEP9206 except part included in Plans 12689 and NEP21406 (1738 Grizzly Lane)

Schedule "A"  
Market Rental Housing Agreement

DRAFT

**TERMS OF INSTRUMENT – PART 2**

**MARKET RENTAL HOUSING**

**THIS AGREEMENT is dated for reference the \_\_\_\_ day of \_\_\_\_, 20\_\_,**

**BETWEEN:**

0717133 B.C. Ltd.  
616 Third St W  
PO Box 1660  
Revelstoke, B.C.  
V0E 2S0

(the “**Owner**”)

**AND:**

(the “**City**”)

**WHEREAS:**

- A. Section 483 of the *Local Government Act* permits the City to enter into and note on title to the lands, housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent which may be charged for housing units;
- B. Section 219 of the *Land Title Act* (as hereinafter defined) permits the registration of a covenant of a negative or positive nature in favour of the City (as hereinafter defined) in respect of the use of land or construction on land;
- C. The Owner (as hereinafter defined) is the registered owner of the Lands (as hereinafter defined);
- D. The City will consider adoption of Housing Agreement Bylaw No. 2276, authorizing the City to enter into this Agreement on the terms and conditions contained herein;
- E. The Owner intends to construct a three-phase development consisting of 59 residential dwelling units.
- F. The Owner and the City wish to enter into this Agreement to restrict the use of and construction on, the Lands on the terms and conditions of this agreement, to have effect

as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

In consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree as follows:

## ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following words have the following meanings:

- (a) **“Agreement”** means this market rental housing agreement together with the General Instrument and all schedules attached hereto;
- (b) **“Buildings”** means collectively the building(s) to be built on the Lands, which Building(s) will contain the Rowhouse Rental Housing Units as contemplated by the Development Authorization, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the Term, and required for the purposes of, any construction contemplated by the Development Authorization;
- (c) **“City”** and **“City of Revelstoke”**, being the Transferee described in Item 6 of the General Instrument, means the City of Revelstoke and is called the “City” when referring to the corporate entity and “City of Revelstoke” when referring to the geographic location;
- (d) **“Development Authorization”** means the development authorization form issued by the City authorizing development of the Lands, or any portion thereof;
- (e) **“Dwelling Unit”** means each of the fifty-nine (59) residential dwelling units located, or to be located in the Building including, where the context permits, a Rental Housing Unit;
- (f) **“General Instrument”** means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Lands;
- (g) **“Interpretation Act”** means the *Interpretation Act*, R.S.B.C. 1996, Chapter 238, together with all amendments thereto and replacements thereof;
- (h) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, Chapter 250, together with all amendments thereto and replacements thereof;

- (i) **“Lands”** means the land described in Item 2 of the General Instrument and any part, including the Buildings or any portion of the Buildings, into which the Lands are Subdivided;
- (j) **“Local Government Act”** means the *Local Government Act*, R.S.B.C. 2015, Chapter 1, together with all amendments thereto and replacements thereof;
- (k) **“LTO”** means the Nelson Land Title Office or its successor;
- (l) **“Owner”** means 0717133 B.C. Ltd., being the Transferor described in Item 5 of the General Instrument, and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is a registered owner in fee simple of the Rental Housing Units from time to time;
- (m) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, Chapter 41, together with all amendments thereto and replacements thereof;
- (n) **“Related Person”** means, where the registered or beneficial Owner of the Rental Housing Units, is:
  - (i) a corporation (as such term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - (A) an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (o) **“Rental Housing”** means a Dwelling Unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, *Residential Tenancy Act* and human rights legislation in British Columbia;
- (p) **“Rental Housing Units”** and **“Rental Housing Unit”** means the Ten (10) Dwelling Units to be constructed on the Lands in Phases 1 and 2, as set out in Schedule “A” of this Agreement and designated by the Owner as Rental Housing Units, as set out in Schedule “B”, of this Agreement and used solely for the purpose of Rental Housing in accordance with this Agreement;

- (q) **“Rent”**- means the maximum rent of \$2,375, that can be charged for a Rental Housing Unit, which Rent is based upon the Dillion Report prepared for the City of Revelstoke dated August 2018 targeting moderate to above moderate household income as defined in Table 25 of the Housing Needs and Demands Assessment and increased in accordance with this Agreement;
- (r) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, together with all amendments thereto and replacements thereof;
- (s) **“Strata Property Act”** means *Strata Property Act* S.B.C. 1998, Chapter 43 together with all amendments thereto and replacements thereof;
- (t) **“Subdivide”** means to divide, apportion, consolidate, or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions, or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative interests” or “shared interest in land” as defined in the *Real Estate Development Marketing Act*;
- (u) **“Tenancy Agreement”** means a tenancy agreement, lease, licence, or other agreement granting rights to occupy a Rental Housing Unit;
- (v) **“Tenant”** means an occupant of a Rental Housing Unit by way of a Tenancy Agreement; and
- (w) **“Term”** means the term of this Agreement being Twelve years (12) from the date of an occupancy permit being issued for the Building or Buildings that contains a Rental Housing Unit.

1.2 In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
- (d) reference to any enactment includes any regulations, orders, or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;

- (f) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators, and receivers;
- (j) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (k) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”.

## **ARTICLE 2**

### **USE OF LANDS AND CONSTRUCTION OF RENTAL HOUSING UNITS**

- 2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and any Dwelling Unit on, or to be constructed on, the Lands that:
- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) during the Term, it will not allow any Rental Housing Unit to be used, except as Rental Housing pursuant to a Tenancy Agreement;
  - (c) it hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement;
  - (d) the Rental Housing Units must be designed and constructed to the same standard, in terms of workmanship, and materials, as the balance of the Dwelling Units in the Buildings on the Lands;
  - (e) parking stalls will be constructed and assigned to each of the Rental Housing Units in accordance with the Comprehensive Development Zone; and
  - (f) it will keep and maintain or cause to be kept and maintained, the Building and the Rental Housing Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Rental Housing Units to the full replacement cost, or such lower threshold as is permitted under the *Strata Property Act*, against perils normally insured against by strata corporations and owners of similar property in



the City of Revelstoke by reasonable and prudent owners of similar residential units, buildings, and lands.

2.2 The Owner covenants and agrees with the City that the Owner will not:

- (a) be issued with a Development Authorization unless the Development Authorization includes the Rental Housing Units;
- (b) permit occupancy of, or apply for an Occupancy Permit from the City for more than eighteen (18) Dwelling Units to be constructed on the Lands, unless a minimum of 5 Rental Housing Units, shown in Schedule "A" in Phase 1 have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (c) permit occupancy of, or apply for an Occupancy Permit from the City for more than the thirty-eighth (38) Dwelling Unit constructed on the Lands, unless the remainder of the Rental Housing Units, shown in Schedule "A" in Phase 2 have first been constructed and approved for occupancy, as evidenced by the issuance of an Occupancy Permit by the City;
- (d) occupy, nor permit any person to occupy any Rental Housing Units, in part or in whole, constructed on the Lands and the City will not be obligated to permit occupancy of any Rental Housing Units constructed in the Building until all of the following conditions are satisfied:
  - (i) the Rental Housing Units have been constructed in accordance with the issued Development Permit, Building Permits and subdivision plan;
  - (ii) the Rental Housing Units have received final building permit inspection granting occupancy; and
  - (iii) the Owner is not strictly in breach of any of its obligations under this Agreement or any other agreement between the City and the Owner in connection with the construction of the Rental Housing Units.

2.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Rental Housing Unit except to a Tenant and except in accordance with the following additional conditions:

- (a) the Rental Housing Unit will be used or occupied only pursuant to a Tenancy Agreement;
- (b) no Rentable Housing Unit shall be rented on less than a thirty (30) days rental period, whatsoever; and

- (c) Rent for the Rental Housing Unit shall not exceed \$2,375 per month, provided that Rent may be increased by the Owner each year by the maximum allowable rent increase permitted under the Residential Tenancy Act.
- 2.4 The Owner will not demolish any Rental Housing Unit unless the Owner first obtains a demolition permit from the City. The City shall provide a demolition to the Owner in the following circumstances:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Rental Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or
  - (b) the Building in which a Rental Housing Unit is located is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion.
- 2.5 Should a demolition permit be issued in accordance with section 2.4, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than ten (10) replacement Rental Housing Units.
- 2.6 If a strata corporation is established, the Owner will:
- (a) ensure that all Tenants shall be permitted access to all common property and other common areas, facilities, and indoor and outdoor amenities, regardless of whether the Lands are Subdivided or stratified; and
  - (b) not require the Tenants to pay any strata fees, strata property contingency reserve fees, or any extra charges or fees charged by the strata corporation for use of any common property, limited common property, or other common areas, facilities, or amenities.

**ARTICLE 3**  
**STRATA CORPORATION BYLAWS**

- 3.1 This Agreement will be binding upon all strata corporations ("Strata Corporations") created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands.
- 3.2 Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Rental Housing Units as Rental Housing will have no force and effect.
- 3.3 No Strata Corporation shall pass any bylaws preventing, restricting, or abridging the use of the Rental Housing Units as Rental Housing.

- 3.4 No Strata Corporation shall pass any bylaw or approve any levies which would result in only a Tenant of a Rental Housing Unit paying any extra charges or fees for the use of any common property, limited common property, or other common areas, facilities, or indoor or outdoor amenities of the strata corporation.
- 3.5 No Strata Corporation shall pass any bylaw which purports to restrict access to Tenants to all common property, or other common areas, facilities, and indoor and outdoor amenities, regardless of whether the Lands are Subdivided or stratified.

#### **ARTICLE 4 MISCELLANEOUS**

4.1 Housing Covenant/Section 219 Covenant

The Owner covenants and agrees with the City that:

- (a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;
- (b) the Owner may not, without the prior written consent of the City, acting in its sole discretion, sell or transfer less than ten (10) Rental Housing Units in a single or related series of transactions with the result that when the purchaser or transferee of the Rental Housing Units becomes the owner, the purchaser or transferee will be the legal and beneficial owner of not less than ten (10) Rental Housing Units;
  - (i) for clarity, the Owner is permitted at anytime, after construction of the Rental Housing Units, to transfer ownership of any or all of the Rental Housing Units to a separate company (for which they are the owner of) for the purposes of operating and maintaining these units in accordance with this agreement;
- (c) Subject to Section 2.2(b) and Section 2.2(c):
  - (i) as this Agreement will be filed in the LTO as a notice under section 483 of the *Local Government Act* and registered as a Land Title Act section 219 covenant prior to the Lands being Subdivided to create the separate legal parcels; and
  - (ii) once the Lands are Subdivided and the Rental Housing Units have been constructed and received an Occupancy Permit, it is the intention that this Agreement is to charge and secure only the legal parcels which contain the Rental Housing Unit(s);

then the City shall at the Owner's request, without further City council approval, authorization, or bylaw, partially discharge this Agreement against title to the Dwelling Units in Phase 1 or Phase 2, as the case may be, other than the Rental Housing Units. Notwithstanding any failure or delay by the City to deliver the

partial discharge of this Agreement from the legal parcels which are not designated as Rental Housing Units on Schedule B hereto, this Agreement is deemed to be discharged from all legal parcels that are not designated as Rental Housing Units in Phase 1 or Phase 2, as the case may be, provided that the Owner acknowledges and agrees that in the event that the Rental Housing Units are in a strata corporation, this Agreement shall remain noted on the index of the common property of the strata corporation stored in the LTO. The Owner acknowledges and agrees that notwithstanding a partial discharge of this Agreement, this Agreement shall be and remain in full force and effect and, but for the partial discharge, otherwise unamended.

4.2 The Owner agrees, pursuant to section 219 of the *Land Title Act*, that:

- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use of the Lands and any Rental Housing Units on or to be constructed on the Lands and annexed to and running with the Lands and that the Lands shall only be used in accordance with the terms of this Agreement; and
- (b) the City may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the *Land Title Act*.

4.3 Management and Long-Term Maintenance

The Owner covenants and agrees that throughout the Term, in order to ensure the long-term maintenance of the Rental Housing Units, they will furnish good and efficient management of the Rental Housing Units. The City acknowledges and agrees that the Rental Housing Units need not be managed by the same manager and the manager or managers of any Dwelling Units which are not Rental Housing Units.

4.4 Indemnity

The Owner will indemnify and save harmless the City and each of its elected officials, officers, employees, directors, and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) the use or occupancy of any Rental Housing Unit;
- (b) any negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (c) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands as a result of contravention of City bylaws, policies, or applicable legislation;

- (d) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Rental Housing Unit or the enforcement of any Tenancy Agreement; and
- (e) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

This indemnity is an integral part of the *Land Title Act* section 219 covenant hereby granted by the Owner to the City.

#### 4.5 Release

The Owner hereby releases and forever discharges the City and each of its elected officials, officers, employees, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of or which would or could not occur but for the:

- (a) construction, maintenance, repair, ownership, lease, license, operation, or management of the Lands or any Rental Housing Unit under this Agreement;
- (b) the City refusing to issue a Development Authorization or building permit, or refusing to permit occupancy of any building, or any portion thereof, constructed on the Lands as a result of contravention of City bylaws, policies, or applicable legislation; or
- (c) the exercise by the City of any of its rights under this Agreement or an enactment.

#### 4.6 Survival

The obligations of the Owner set out in sections 4.4 and 4.5 of this Agreement will survive termination or discharge of this Agreement.

#### 4.7 Priority

The Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement, if required by the City, will be registered against title to the Lands in priority to all financial charges and encumbrances which may have been registered or are pending registration against title to the Lands save and except those in favour of the City or specifically approved in advance in writing by the City's solicitor or senior planner, and that a notice under section 483(5) of the *Local Government Act* will be filed on title to the Lands.

#### 4.8 City's Powers Unaffected

This Agreement does not:

- (a) affect, fetter, or limit the discretion, rights, duties, or powers of the City or the council of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the City any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

4.9 Agreement for Benefit of City Only

The Owner and the City agree that:

- (a) this Agreement is entered into only for the benefit of the City;
- (b) this Agreement is not intended to protect the interests of the Owner, any Tenant, or any future owner, lessee, occupier, or user of the Lands or the building or any portion thereof, including any Rental Housing Unit; and
- (c) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.

4.10 No Public Law Duty

Where the City is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the City is under no public law duty of fairness or natural justice in that regard and agrees that the City may do any of those things in the same manner as if it were a private party and not a public body.

4.11 Notice

Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the City addressed:

To:                   The City of Revelstoke, at the address first set out above.

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery.

4.12 Enuring Effect

This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

4.13 Severability

If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

4.14 Waiver

All remedies of the City will be cumulative and may be exercised by the City in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach.

4.15 Sole Agreement

This Agreement, and any documents signed by the Owners contemplated by this Agreement, represents the whole agreement between the City and the Owner respecting the use and occupation of the Rental Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the City, except as set forth in this Agreement.

4.16 Further Assurance

Upon request by the City, the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

4.17 Covenant Runs with the Lands

This Agreement burdens and runs with the Lands and every parcel into which it is Subdivided containing the Rental Housing Units for the Term. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors, and assigns, and all persons who after the date of this Agreement, acquire an interest in the Lands.

4.18 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands or the Building, as the case may be, provided however that notwithstanding that the Owner is no longer the registered owner of the Lands or the Building, as the case may be, the Owner will remain liable for breaches of this Agreement that occurred while the Owner was the registered owner of the Lands.

4.19 Equitable Remedies

The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

4.20 No Joint Venture

Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

4.21 Applicable Law

Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.

4.22 Deed and Contract

By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

4.23 Joint and Several

If the Owner is composed of more than one person, firm, or body corporate, then the covenants, agreements, and obligations of the Owner shall be joint and several.

## ARTICLE 5

### DEFAULT AND REMEDIES

5.1 Notice of Default

The City may give to the Owner written notice to cure a default under this Agreement within thirty (30) days of receipt of notice or such longer period as reasonably required if such default cannot be cured within thirty (30) days by the Owner acting diligently. The notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

5.2 Costs

The Owner will pay to the City on demand by the City all the City's costs of exercising its rights or remedies under this Agreement, on a full indemnity basis.

5.3 Specific Performance

The Owner agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement, the City is entitled to obtain an order for specific performance of this agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Rental Housing Units to be occupied by Tenants and restricting occupancy of the Lands in accordance with this Agreement.

5.4 No Penalty or Forfeiture

The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Rental Housing Units for Tenants, and that the City's



rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the City's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

5.5 Cumulative Remedies

No reference to nor exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit, or preclude that party from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right to remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.






**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the General Instrument – Part 1, which is a part hereof.

DRAFT

# SCHEDULE A PHASING PLAN

## PHASING PLAN

### LEGEND



-  Property Boundary
-  Phase 01
-  Phase 02
-  Phase 03
-  Existing Parcels



**PHASE 03**  
Spring 2023  
16 UNITS  
10 SF Dwellings  
6 Duplexes

**PHASE 02**  
Spring 2022  
15 UNITS  
3 SF Dwellings  
4 Duplexes  
7 Row Houses  
2 Pkts

**PHASE 01**  
Summer 2021  
28 UNITS  
13 SF Dwellings  
4 Duplexes  
12 Row Houses

	<b>STOKED LIVING</b>		
	<b>STOKED LIVING NEIGHBOURHOOD</b>		<b>REVELSTOCK, BC</b>
<b>03</b>	<b>03</b>	<b>03</b>	<b>03</b>
CLIENT: STOKED LIVING LTD. PROJECT NO: 2023-01-001 DATE: 11/15/23 DRAWN BY: J. SMITH CHECKED BY: J. SMITH SCALE: 1:500 DATE: 11/15/23	PROJECT NO: 2023-01-001 SHEET NO: 03 DATE: 11/15/23	PROJECT NO: 2023-01-001 SHEET NO: 03 DATE: 11/15/23	PROJECT NO: 2023-01-001 SHEET NO: 03 DATE: 11/15/23

**SCHEDULE B**

**RENTAL HOUSING UNITS**

Ten (10) Rental Housing Units shall be constructed on the lands. The development will consist of separate Row House Dwelling Unit buildings that will achieve 10 Rental Housing Units in total, which consists of three-bedroom units.

DRAFT

# SCHEDULE C

## LOCATION OF RENTAL HOUSING UNITS

The Ten (10) rental units are to be constructed in Subzone C Row housing in Phase 1 and 2. This will consist of separate Row House Dwelling Units buildings that hold ten units for rental housing

### PROPOSED ZONING

#### LEGEND

- Property Boundary
- R1 Zone
- Subzone A
- Subzone B
- Subzone C
- Park / Open Space
- Paved Road
- Gravel Road / Shoulder
- Pedestrian Crossing
- Sidewalk / Trail
- Road Right-of-Way Stormwater/Swale
- Retaining Wall
- Existing Parcels

#### DEVELOPMENT CONCEPT INFORMATION

Total Area (Site):	3.77 ha.
Subzone A:	25 Units
Subzone B:	16 Units
Subzone C:	19 Units
R1:	1 Unit
Rowal:	10 Units
Total:	60 Units
Park Area:	1,401 m2
Open Space:	490 m2
Total Park Area:	1,891 m2 (5.0%)
Surplus Parking (incl. Driveways):	50 Spaces



**STOKED LIVING**

DEVELOPER

BY: 6077 DANCE LTD.  
10000 100 ST  
VANCOUVER, BC V6P 1G1

DATE: 10/15/2023

PROJECT CODE: R1-00000001

PROJECT NAME: STOKED LIVING NEIGHBOURHOOD

REVISOR: BC

**01**

This schedule is a conceptual illustration of the proposed development and is not intended to be used for construction purposes. It is subject to change without notice. The developer is responsible for ensuring that the proposed development complies with all applicable laws, regulations, and standards. © Selkirk Planning & Design



## PRIORITY AGREEMENT

THE BANK OF \_\_\_\_\_ (the “**Chargeholder**”) is the holder of a Mortgage and Assignment of Rents encumbering the Lands which Mortgage and Assignment of Rents were registered in the Lower Mainland LTO under numbers, respectively (the “**Bank Charges**”).

The Chargeholder, being the holder of the Bank Charges, by signing the Form C General Instrument attached hereto as Part I, in consideration of the payment of Ten Dollars (\$10.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder) hereby consents to the granting of this Section 483 Housing Agreement and Section 219 Covenant and hereby covenants that this Section 483 Housing Agreement and Section 219 Covenant shall bind the Bank Charges in the Lands and shall rank in priority upon the Lands over the Bank Charges as if the Section 483 Housing Agreement and Section 219 Covenant had been registered prior to the Bank Charges and prior to the advance of any monies pursuant to the Bank Charges. The grant of priority is irrevocable, unqualified, and without reservation or limitation.

**END OF DOCUMENT**