



## REVISED AGENDA - VICTORIA CITY COUNCIL

Thursday, June 25, 2020

COUNCIL CHAMBERS - 1 CENTENNIAL SQUARE, VICTORIA BC

To be held immediately following the Committee of the Whole Meeting

The City of Victoria is located on the homelands of the Songhees and Esquimalt People

Due to the COVID-19 Pandemic, public access to City Hall is not permitted. This meeting may be viewed on the City's webcast at [www.victoria.ca](http://www.victoria.ca)

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## F. BYLAWS

### F.1 Bylaws for 359-369 Tyee Road (Dockside Green): Development Permit Application No. 000550 9

A report recommending:

- **1st, 2nd, and 3rd readings of:**
  - Housing Agreement (359, 363, & 369 Tyee Road) Bylaw (2020) No. 20-045
  - Housing Agreement (359, 363, & 369 Tyee Road) Bylaw (2020) No. 20-046

The purpose of the bylaws is to authorize an agreement for rental housing and an agreement to ensure that future strata bylaws cannot prohibit the rental of units.

### F.2 Bylaw for 1302 Finlayson Street: Rezoning Application No. 00687 and Development Permit with Variances Application No. 000546 35

A report recommending:

- **1st and 2nd readings of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1224) No. 20-051

The application is ready to proceed to Public Hearing and proposes to subdivide the property, retain the existing residential/commercial building and construct a new small lot house on the northern portion of the site.

### F.3 Bylaw for 1023 Tolmie Avenue: Rezoning Application No. 00672 and Development Permit with Variances Application No. 00097 40

A report recommending:

- **1st and 2nd readings of:**
  - Zoning Regulation Bylaw, Amendment Bylaw (No. 1227) No. 20-064

The application is ready to proceed to Public Hearing and proposes to subdivide the lot into two small lots and construct a new small lot house on the

southern portion of the lot.

**\*F.4 WITHDRAWN - Bylaws for 2649-2659 Douglas Street and 735 Hillside Avenue: Rezoning Application No. 00664, Development Permit Application No. 000123, and Heritage Designation Application No. 00180**

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**WITHDRAWN BY APPLICANT**

A report recommending:-

- ~~1st and 2nd readings of:-~~
  - ~~Zoning Regulation Bylaw, Amendment Bylaw (No. 1222) No. 20-047~~
  - ~~Heritage Designation (2659 Douglas Street) Bylaw No. 20-049~~
- ~~1st, 2nd, and 3rd readings of:-~~
  - ~~Housing Agreement (2649, 2651, 2655, 2657 And 2659 Douglas Street And 735 Hillside Avenue) Bylaw (2020) No. 20-048~~

~~The application is ready to proceed to Public Hearing and proposes to increase the density in order to construct an approximately six-storey, multi-unit residential building, as well as heritage designate, renovate and add an additional storey to the existing building and convert the upper storeys to residential.~~

**G. CLOSED MEETING**

**MOTION TO CLOSE THE JUNE 25 2020 COUNCIL MEETING TO THE PUBLIC**

That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

*Section 90(1)(a) personal information about an identifiable individual who holds or is being considered for a position as an officer, employee or agent of the municipality or another position appointed by the municipality;*

*Section 90(1)(c) labour relations or other employee relations;*

*Section 90(1)(e) the acquisition, disposition or expropriation of land or improvements, if the council considers that disclosure could reasonably be expected to harm the interests of the municipality;*

*Section 90(1)(g) litigation or potential litigation affecting the municipality;*

*Section 90(1)(i) the receipt of advice that is subject to solicitor-client privilege, including*

*communications necessary for that purpose;*

H. APPROVAL OF CLOSED AGENDA

I. READING OF CLOSED MINUTES

J. UNFINISHED BUSINESS

K. CORRESPONDENCE

L. NEW BUSINESS

L.1 Litigation / Legal Advice - Community Charter Section 90(1)(g)&(i)

L.2 Appointments - Community Charter Section 90(1)(a)

L.3 Appointments - Community Charter Section 90(1)(a)

L.4 Appointments - Community Charter Section 90(1)(a)

L.5 Land - Community Charter Section 90(1)(e)

L.6 Legal Advice - Community Charter Section 90(1)(i)

L.7 Land - Community Charter Section 90(1)(e)

L.8 Employee Relations - Community Charter Section 90(1)(c)

M. CONSIDERATION TO RISE & REPORT

N. ADJOURNMENT



## MINUTES - VICTORIA CITY COUNCIL

May 21, 2020, 2:49 p.m.

Council Chambers, City Hall, 1 Centennial Square. 1 Centennial Square, Victoria, BC  
The City of Victoria is located on the homelands of the Songhees and Esquimalt People

PRESENT: Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Isitt, Councillor Loveday, Councillor Thornton-Joe, Councillor Young

PRESENT ELECTRONICALLY: Councillor Potts

STAFF PRESENT: J. Jenkyns - City Manager, C. Coates - City Clerk, S. Thompson - Deputy City Manager / Director of Finance, F. Work - Director of Engineering & Public Works, T. Soulliere - Director of Parks, Recreation & Facilities, B. Eisenhauer - Head of Engagement, C. Havelka - Deputy City Clerk, C. Mycroft - Manager of Executive Operations, T. Zworski - City Solicitor, K. Hoese - Director of Sustainable Planning and Community Development, A. James - Head of Strategic Operations, M. Heiser - Committee Secretary

A. **CONVENE COUNCIL MEETING**

B. **APPROVAL OF AGENDA**

**Moved By** Councillor Dubow  
**Seconded By** Councillor Alto

That the agenda be approved.

**Amendment:**

**Moved By** Councillor Dubow  
**Seconded By** Councillor Alto

That the agenda of the May 21, 2020 Council meeting be amended as follows:

C. **REPORTS OF COMMITTEES**

C.1 **Committee of the Whole**

C.1.a **Report from the May 21, 2020 Committee of the Whole**

C.1.a.a **Council Member Motion: Sheltering-in-place**

**CARRIED UNANIMOUSLY**

**On the main motion as amended:  
CARRIED UNANIMOUSLY**

**C. REPORTS OF COMMITTEES**

**C.1 Committee of the Whole**

**C.1.a Report from the May 21, 2020 Committee of the Whole**

**C.1.a.a Council Member Motion: Sheltering-in-place**

**Moved By** Councillor Isitt

**Seconded By** Councillor Potts

1. That Council reaffirms the existing direction, consistent with advice of Public Health Officials to reduce the risk of transmission of Covid-19, of sheltering-in-place through deferred enforcement of the 7 am – 7 pm bylaw provision in locations where overnight sheltering is permitted (outside of Topaz and Pandora) until June 25, 2020.
2. That Council adopts the following Policy relating to regulation of sheltering-in-place in locations where overnight sheltering is permitted during the public health emergency until June 25, 2020:
  - a. That Council directs staff not to remove shelters and belongings that are abandoned or unoccupied until 72 hours after they have been tagged by a Bylaw Officer, and ensure that any notices are consistent with this policy.
  - b. That Council directs staff to store impounded items in a secure facility, for retrieval by the owner for up to thirty (30) days, to the extent that this policy is consistent with workplace safety requirements and the advice of local public health authorities, and ensure that any notices are consistent with this policy.
3. Maintain and improve dialogue between the City of Victoria Bylaw Division, people living outside and the people who work with them regarding sheltering-in-place in locations where overnight sheltering is permitted, under the purview of the City Bylaw division, to mitigate unintended harms of City bylaws to those who are living outside.
4. That staff report to Council on June 25 with an update on sheltering in parks as well as a report from partners on opportunities for indoor sheltering options.

**FOR (7):** Mayor Helps, Councillor Alto, Councillor Dubow, Councillor Isitt, Councillor Loveday, Councillor Potts, Councillor Thornton-Joe

**OPPOSED (1):** Councillor Young

**CARRIED (7 to 1)**

**D. CLOSED MEETING**

**Moved By** Councillor Alto  
**Seconded By** Councillor Dubow

MOTION TO CLOSE THE MAY 21, 2020 COUNCIL MEETING TO THE PUBLIC  
That Council convene a closed meeting that excludes the public under Section 90 of the *Community Charter* for the reason that the following agenda items deal with matters specified in Sections 90(1) and/or (2) of the *Community Charter*, namely:

Section 90(1) A part of a council meeting may be closed to the public if the subject matter being considered relates to or is one or more of the following:

- *Section 90(1)(c) labour relations or other employee relations;*
- Section 90(1)(m) a matter that, under another enactment, is such that the public may be excluded from the meeting.

**CARRIED UNANIMOUSLY**

**I. NEW BUSINESS**

**I.1 Matter Under Another Enactment – Community Charter Section 90(1)(m)**

Council discussed a matter closed under another enactment.

The conversation was recorded and kept confidential.

*All staff except the City Manager withdrew from the meeting at 2:58 p.m.*

**I.2 Employee Relations – Community Charter Section 90(1)(c)**

Council discussed an employee relations matter.

**K. ADJOURNMENT**

**Moved By** Councillor Alto  
**Seconded By** Councillor Loveday

That the Closed Council Meeting be adjourned at 3:12 p.m.

**CARRIED UNANIMOUSLY**

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CITY CLERK

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MAYOR

**“PRIDE WEEK”**

**WHEREAS** *the gay, lesbian, bisexual, transgender and questioning (LGBTQ2S+) community; there friends and allies of are integral and important contributing members of Victoria; and*

**WHEREAS** *the City of Victoria recognizes and values the rights and freedoms of these and all Canadian citizens to love whom they choose and to establish for themselves a healthy vital family unit defined by that love; and*

**WHEREAS** *the citizens of the City of Victoria come together annually at “Pride Week” to celebrate the achievements of this freedom and to recognize those worldwide who have yet to establish these same rights.*

**NOW, THEREFORE** *I do hereby proclaim June 28<sup>th</sup> – July 5<sup>th</sup>, 2020 as “PRIDE WEEK” on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT PEOPLE in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA.*

**IN WITNESS WHEREOF**, *I hereunto set my hand this June 25<sup>th</sup>, Two Thousand and Twenty.*

\_\_\_\_\_  
**LISA HELPS**  
**MAYOR**  
**CITY OF VICTORIA**  
**BRITISH COLUMBIA**

**Sponsored by:**  
*David Tillson*  
*Victoria Pride Society*  
*Victoria, BC*



**“PARACHUTE NATIONAL INJURY PREVENTION DAY“**

**WHEREAS** *July 6, 2020 will mark Parachute's 4<sup>th</sup> annual National Injury Prevention Day (NIPD): a day to raise awareness around the importance of injury prevention and help Canadians to live long lives to the fullest through education and advocacy; and*

**WHEREAS** *Parachute is Canada's national charity dedicated to reducing the devastating impact of preventable injuries; and*

**WHEREAS** *Injury is the No. 1 killer of Canadians aged 1 to 34 and costs the Canadian economy \$27 billion a year; and*

**WHEREAS** *most injuries are predictable and preventable, and Parachute hopes to raise awareness on preventing injuries on the road, at home, and at play; and*

**WHEREAS** *providing the necessary information and tools, Parachute continues to work diligently to ensure that one day Canada will be free of serious injuries.*

**NOW, THEREFORE** *I do hereby proclaim Monday, July 6<sup>th</sup> 2020 as “PARACHUTE NATIONAL INJURY PREVENTION DAY on the HOMELANDS of the Lekwungen speaking SONGHEES AND ESQUIMALT FIRST NATIONS in the CITY OF VICTORIA, CAPITAL CITY of the PROVINCE of BRITISH COLUMBIA.*

**IN WITNESS WHEREOF,** *I hereunto set my hand this 25<sup>th</sup> day of June, Two Thousand and Twenty.*

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**LISA HELPS  
MAYOR  
CITY OF VICTORIA  
BRITISH COLUMBIA**

**SPONSORED BY:  
Dave Wilson  
Parachute Canada**

**COMMITTEE OF THE WHOLE REPORT**  
**FROM THE MEETING HELD JUNE 18, 2020**

For the Council meeting of June 25, 2020, the Committee recommends the following:

**E.1 580 and 582 Niagara Street: Rezoning Application No. 00721 (James Bay)**

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No.00721 for 580-582 Niagara Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and execution on the property's title to secure:
  - a. a Statutory Right of Way, to the satisfaction of the Director of Engineering; and
  - b. a Housing Agreement to secure two of the four units as rental in perpetuity.

**E.2 324/328 Cook Street and 1044, 1048 and 1052/1054 Pendergast Street: Rezoning Application No. 00634 and DPV No. 000527 - Advance for Consideration after Signage Replaced (Fairfield)**

Rezoning Application No. 00634

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00634 for 324/328 Cook Street and 1044, 1048 and 1052/1054 Pendergast Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and execution of the following legal agreements:
  - a. Statutory Right-of-Way securing 1.38 metres of the site adjacent to Pendergast Street, to the satisfaction of the Director of Engineering and Public Works.
  - b. Housing Agreement ensuring that future strata bylaws cannot restrict the rental of units to non-owners, to the satisfaction of the Director of Sustainable Planning and Community Development.
  - c. Section 219 Covenant securing an amenity contribution in the amount of \$136,163.47 toward the Local Amenities Reserve Fund, to the satisfaction of the Director of Sustainable Planning and Community Development.
  - d. Section 219 Covenant to secure the construction of the following public realm improvements, to the satisfaction of the Director of Engineering and Public Works:
    - i. raingardens along Pendergast Street;
    - ii. enhanced boulevard planting and low seating walls; and
    - iii. permeable and impermeable concrete sidewalk pavers.
  - e. Section 219 Covenant to secure the maintenance of the proposed rain gardens and boulevard planting for a period of one year to the satisfaction of the Director of Parks, Recreation and Facilities.
  - f. Section 219 Covenant securing an amenity contribution in the amount of \$161,356.80 toward the Victoria Housing Reserve Fund, to the satisfaction of the Director of Sustainable Planning and Community Development.
2. Update report to Council on the potential acquisition of the commercial strata unit located at 380 Cook Street at 25% below market value.

Development Permit with Variance No. 000527

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council and after the Public Hearing for Rezoning Application No. 00634, if it is approved, consider the following motion:

“That Council authorize the issuance of Development Permit with Variance Application No. 00527 for 324/328 Cook Street and 1044, 1048, 1052/1054 Pendergast Street, in accordance with:

1. Receipt of final plans, generally in accordance with the plans date stamped October 9, 2019, with refinement of the artwork panels and to the satisfaction of the Director of Sustainable Planning and Community Development.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variance:
  - i. increase the building height from 13.5m to 16.2m (to the projecting portions of the roof).
3. The Development Permit lapsing two years from the date of this resolution.”

**F.2 Electric Vehicle Ready Requirements for New Construction**

That Council:

1. Direct staff to forward Zoning Amendment Bylaw Nos. 20-001 and 20-075 to require that Electric Vehicle (EV) readiness be provided for all new residential development and five percent of new institutional, commercial and industrial development to the July 9th Council meeting for introductory readings.
2. Direct staff to monitor EV demand and the use of charging infrastructure in institutional, commercial and industrial land uses and bring forward recommended amendments to the requirement levels as deemed necessary.

**H.2 Council Member Motion: Alternative Response**

1. A) That Council direct staff to report back on how to develop a framework for an accessible, culturally safe, and appropriate Alternative Response model in time for consideration as part of Council’s 2021 budget deliberations, and that this process include research to review and consider other municipalities’ approaches to alternative response models including the Cahoots model, and consideration of what community wellness and safety means to communities in Victoria.  
B) That the first public dialogue of what community wellness and safety means to communities in Victoria be achieved via a virtual community town hall (due to social distancing requirements) and an information gathering period, ensuring a range of opportunities for individuals and communities to engage, and strong representation of those disproportionately harmed within the current system namely black, Indigenous, and POC communities, TNB2s people, persons with lived and living experience (PWLLE) of poverty, homelessness, mental health challenges, or substance use. This engagement will help inform the development of an Alternative Response and other actions that support community wellness and safety. Funding to be drawn from the unused engagement budget of Councillor Potts or remaining Community Wellness Task Force budget.
2. That Council appoints one or more council liaisons to attend the community partner meetings and engagement sessions that are held in the development of the Alternative Response model.
3. That Council endorse the three overarching statements of the Community Wellness Task Force.

4. That funding for this initial project development work be drawn from the remaining research budget in the Community Wellness Task Force budget and the 2020 contingency if needed.



## Council Report For the Meeting of June 25, 2020

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**To:** Council **Date:** June 18, 2020  
**From:** C. Coates, City Clerk  
**Subject:** 359, 363, & 369 Tyee Road: Development Permit Application No. 00550

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### RECOMMENDATION

That the following bylaws be given first, second, and third readings:

1. Housing Agreement (359, 363 & 369 Tyee Road) Bylaw (2020) No. 20-045
2. Housing Agreement (359, 363 & 369 Tyee Road) Bylaw (2020) No. 20-046

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaws No. 20-045 and No. 20-046.

The issue came before Council on February 27, 2020 where the following resolution was approved:

#### **359, 363, & 369 Tyee Road: Development Permit Application No. 00550**

That Council authorize the issuance of Development Permit Application No. 000550 for 359-369 Tyee Road, in accordance with:

1. Plans date stamped January 29, 2020.
2. Development meeting all *Zoning Regulation Bylaw*
3. The terms of the Master Development Agreement registered on title to the property, including:
  - i. Registration of Section 219 Covenant on the on the property's title requiring that noise reduction measures are incorporated into the design of the buildings and that the owner, or future owners, are prohibited from removing any noise reduction building components; and
  - ii. Registration of an easement over the proposed interim condition areas to ensure that the owner of the adjacent property has the legal right and authority to enter the land to complete any unfinished public amenities.
4. Preparation and execution of the appropriate legal agreements, in a form to the satisfaction of staff, in order to secure the following:
  - i. That future strata corporations cannot pass bylaws that would prohibit or restrict the rental of units to non-owners; and
  - ii. That all of the dwelling units in the proposed rental tower will be rental tenure only for a period of not less than 25 years.
5. The Development Permit lapsing two years from the date of this resolution.

Respectfully submitted,



Chris Coates  
City Clerk



**Report accepted and recommended by the City Manager:** \_\_\_\_\_

**Date:** June 18, 2020

**List of Attachments:**

- Bylaw No. 20-045
- Bylaw No. 20-046

**HOUSING AGREEMENT (359, 363 & 369 TYEE ROAD) BYLAW**  
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement for rental housing for the lands known as 359, 363 & 369 Tyee Road, Victoria, BC.

Under its statutory powers, including section 483 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting enacts the following provisions:

**Title**

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (359, 363 & 369 TYEE ROAD) BYLAW (2020)".

**Agreement authorized**

- 2 The Director of Sustainable Planning and Community Development is authorized to execute the Housing Agreement:
- (a) substantially in the form attached to this Bylaw as Schedule A;
  - (b) between the City and Bosa Development (Dockside Holdings) Ltd., Inc. No. BC1141408 or other registered owners from time to time of the lands described in subsection (c); and
  - (c) that applies to the lands known as 359, 363 & 369, Victoria, BC, legally described as:  
PID: NPA  
Lot 1, District Lot 119, Esquimalt District, Plan EPP 96817

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 on the	day of	2020

CITY CLERK

MAYOR

**HOUSING AGREEMENT**  
(Pursuant to section 483 of the *Local Government Act*)

**BETWEEN:****THE CORPORATION OF THE CITY OF VICTORIA**

#1 Centennial Square  
Victoria, B.C. V8W 1P6

(the "City")

**AND:****BOSA DEVELOPMENT (DOCKSIDE HOLDINGS) LTD.** (Inc. No. BC1141408)

1300 - 2025 Willingdon Avenue  
Burnaby, BC  
V5C 0J3

(the "Owner")

**AND:****ROYAL BANK OF CANADA**

200 Bay Street, 12th Floor South Tower  
Toronto, Ontario  
M5J 2W7

(the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. Under section 483 of the *Local Government Act* (British Columbia) (the "**Local Government Act**") the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, legally described as:

Parcel Identifier: NPA  
Lot 1  
District Lot 119  
Esquimalt District  
Plan EPP96817

(the "Lands").

{251506-503018-01324009;7}



- D. The Owner has applied for the issuance of Development Permit Application No. 00550 in order to re-develop the Lands;
- E. The Owner intends to construct a purpose build rental building on the Rental Parcel; and
- F. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

## 1.0 DEFINITIONS

### 1.1 In this Agreement:

- (a) "**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;
- (b) "**Development**" means the proposed residential development to be constructed on the Rental Parcel, which is anticipated to include approximately 144 Dwelling Units;
- (c) "**Director**" has the meaning ascribed to the term in section 4.1;
- (d) "**Discharge**" has the meaning ascribed to the term in section 8.2;
- (e) "**Dwelling Units**" means any or all, as the context may require, of the self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" has a corresponding meaning;
- (f) "**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;
- (g) "**Land Title Office**" means the Land Title Office located in the City of Victoria;
- (h) "**Non-owner**" means a person other than a Related Person or the Owner;
- (i) "**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development, including a strata lot if the Lands or any portion thereof are subdivided by a Strata Plan, and is thereby bound by this Agreement, as referred to in section 8.3;
- (j) "**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:
  - i. a corporation or society:

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- ii. an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society; or
  - iii. an Immediate Family of a person to whom paragraph 1.1(k) applies, or
  - iv. an individual, an Immediate Family of the registered or beneficial owner;
- (k) **"Rental Parcel"** means the parcel or parcels to be formed upon the subdivision of those portions of the Lands located approximately within the area shown as "A1-3" on the site plan attached as Schedule A hereto;
- (l) **"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act* (British Columbia), a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation.
- (m) **"Strata Plan"** means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43;
- (n) **"Subdivided Parcel"** has the meaning ascribed to such term in section 8.1; and
- (o) **"Tenancy Agreement"** means a tenancy agreement made pursuant to, or regulated by, the *Residential Tenancy Act* (British Columbia) or any successor legislation.

## 2.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing for a period of twenty-five (25) years commencing on the date the first occupancy permit for the Development is issued, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## 3.0 NO RESTRICTIONS ON RENTALS

- 3.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2 Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of the Lands or a building on the Lands if the strata bylaws of the Strata Corporation prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.3 For greater certainty and notwithstanding anything contained herein to the contrary, the parties agree that the Owner may take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, including, without limitation, passing a bylaw

{251506-503018-01324009;7}

applicable to a Strata Corporation formed in respect of the Lands, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit for any type of short-term or hotel-type commercial accommodation or any other similar commercial use.

#### **4.0 REPORTING**

**4.1** The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development (the "**Director**"), within thirty (30) days of the Director's written request, a report in writing confirming that:

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be reasonably requested by the Director from time to time.

**4.2** The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.

**4.3** The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

#### **5.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE**

**5.1** Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

#### **6.0 LIABILITY**

**6.1** The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

**6.2** The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

## 7.0 SUBDIVISION

**7.1 Subdivision Generally.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, a Strata Plan, or similar plan as the case may be, subject to sections 7.2 and 7.3:

- (a) the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas so created; and
- (b) the burdens, obligations, agreements and covenants contained in this Agreement will continue to be noted on each of the new parcels, lots or other subdivided parcels and areas so created.

**7.2 Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a Strata Plan:

- (a) the existence of this Agreement and the City bylaw authorizing and enacting it will be noted on the title of each individual strata lot and noted on the common property sheet;
- (b) the Owner will cause the strata corporation or the strata corporations created by the deposit of a Strata Plan to be obliged to perform and observe the Owner's applicable covenants in this Agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the Strata Plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by Strata Plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore each strata lot owner and/or the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

**7.3 Release of Notice.** For certainty, if the Lands are subdivided and any parcel or parcels created as a result of such subdivision do not contain the Development (collectively, the "**Subdivided Parcel**"), the owner of such Subdivided Parcel may apply to the City to release the Notice (as defined in section 5.1) from title to the Subdivided Parcel. The City agrees to execute and deliver a release of the Notice from title to the Subdivided Parcel, provided however that: (a) the City will have no obligation to execute any such release until a written request therefor from the owner of the Subdivided Parcel has been received by the City, which request will include the form of release in registerable form; (b) the cost of preparation of such release and the cost of registration of same in the Land Title Office will be paid by the Owner; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner for registration. Following the release of the Notice from title to the Subdivided Parcel, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to those portions of the Lands containing the Development and the obligations and restrictions contained herein will be deemed not to apply to any other portions of the Lands

## 8.0 PRIORITY AGREEMENT

**8.1** The Existing Chargeholder, as the registered holder of a charge by way of a Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office, under numbers CA6516264 and CA6516265, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the Local Government Act, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## 9.0 GENERAL PROVISIONS

**9.1 NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile (if a fax number is provided) or email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

Bosa Development (Dockside Holdings) Ltd.  
 1300 - 2025 Willingdon Avenue  
 Burnaby, BC  
 V5C 0J3

Attention: Dan Diebolt  
 Email: [DDiebolt@thinkbosa.com](mailto:DDiebolt@thinkbosa.com)

or upon registration of a Strata Plan, to the Strata Corporation and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

- 9.2 TIME.** Time is of the essence of this Agreement.
- 9.3 BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.
- 9.4 WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 9.5 HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 9.6 LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 9.7 LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 9.8 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
- 9.9 CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 9.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 9.11 FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 9.12 AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.

{251506-503018-01324009;7}

- 9.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 9.14 NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 9.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 9.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 9.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 9.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

*[Signature page follows.]*

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF )  
 VICTORIA by its authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 MAYOR Lisa Helps )  
 )  
 \_\_\_\_\_ )  
 CITY CLERK Chris Coates )  
 )  
 Date signed: \_\_\_\_\_ )

BOSA DEVELOPMENT (DOCKSIDE )  
 HOLDINGS) LTD. )  
 by its authorized signatory(ies): )  
 )  
 )  
 \_\_\_\_\_ )  
 Print Name: RYAN BOSA )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 Date signed: \_\_\_\_\_ )

ROYAL BANK OF CANADA )  
 by its authorized signatory(ies): )  
 )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 Date signed: \_\_\_\_\_ )

{251506-503018-01324009;7}



**IN WITNESS WHEREOF** the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF VICTORIA** by its authorized signatories:

\_\_\_\_\_  
MAYOR Lisa Helps

\_\_\_\_\_  
CITY CLERK Chris Coates

Date signed: \_\_\_\_\_

**BOSA DEVELOPMENT (DOCKSIDE HOLDINGS) LTD.** by its authorized signatory(ies):

\_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_

**ROYAL BANK OF CANADA** by its authorized signatory(ies):

  
\_\_\_\_\_  
Print Name: \_\_\_\_\_

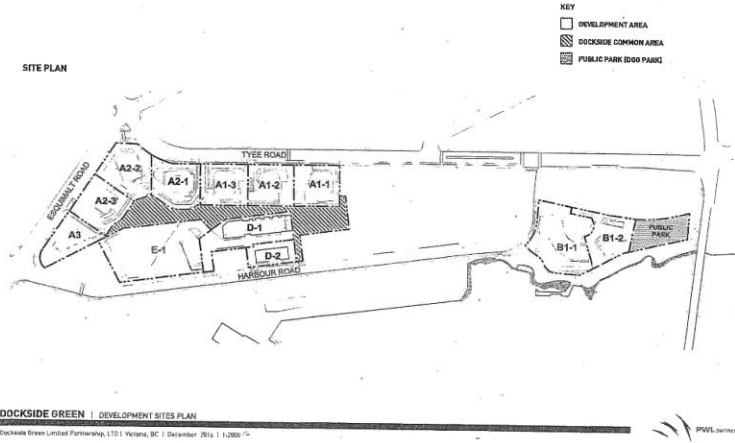
WARREN DA SILVA  
Associate Director

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date signed: \_\_\_\_\_

{251506-503018-01324009;7}

(251506-503018-0132400977)



44

**HOUSING AGREEMENT (359, 363 & 369 TYEE ROAD) BYLAW**  
A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement to ensure that future strata bylaws cannot prohibit the rental of units for the lands known as 359, 363 & 369 Tyee Road, Victoria, BC.

Under its statutory powers, including section 483 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting enacts the following provisions:

**Title**

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (359, 363 & 369 TYEE ROAD) BYLAW (2020)".

**Agreement authorized**

- 2 The Director of Sustainable Planning and Community Development is authorized to execute the Housing Agreement:
- (a) substantially in the form attached to this Bylaw as Schedule A;
  - (b) between the City and Bosa Development (Dockside Holdings) Ltd., Inc. No. BC1141408 or other registered owners from time to time of the lands described in subsection (c); and
  - (c) that applies to the lands known as 359, 363 & 369, Victoria, BC, legally described as:  
PID: NPA  
Lot 1, District Lot 119, Esquimalt District, Plan EPP 96817

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 on the	day of	2020

CITY CLERK

MAYOR

**HOUSING AGREEMENT**(Pursuant to section 483 of the *Local Government Act*)**BETWEEN:****THE CORPORATION OF THE CITY OF VICTORIA**

#1 Centennial Square

Victoria, B.C.

V8W 1P6

(the "**City**")**AND:****BOSA DEVELOPMENT (DOCKSIDE HOLDINGS) LTD.** (Inc. No. BC1141408)

1300 - 2025 Willingdon Avenue

Burnaby, BC

V5C 0J3

(the "**Owner**")**AND:****ROYAL BANK OF CANADA**

200 Bay Street, 12th Floor South Tower

Toronto, Ontario

M5J 2W7

(the "**Existing Chargeholder**")**WHEREAS**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. Under section 483 of the *Local Government Act* (British Columbia) (the "**Local Government Act**") the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- C. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, legally described as:

Parcel Identifier: NPA

Lot 1

District Lot 119

Esquimalt District

Plan EPP96817

(the "**Lands**").

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- D. The Owner has applied for the issuance of Development Permit Application No. 00550 in order to re-develop the Lands;
- E. Certain of the buildings to be constructed upon portions of the Market Parcel may be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation(s) formed upon such stratification, but the intent of this housing agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied units) and
- F. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to establish the terms and conditions regarding the occupancy of the residential units identified in this housing agreement.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

#### **1.0 Definitions**

##### **1.1 In this Agreement:**

- a. "**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;
- b. "**Development**" means the proposed residential development to be constructed on the Market Parcel, which is anticipated to include approximately 221 Dwelling Units;
- c. "**Director**" has the meaning ascribed to the term in section 3.1;
- d. "**Dwelling Units**" means any or all, as the context may require, of the self-contained residential dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" has a corresponding meaning;
- e. "**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;
- f. "**Land Title Office**" means the Land Title Office located in the City of Victoria;
- g. "**Market Parcel**" means the parcel or parcels to be formed upon the subdivision of those portions of the Lands located approximately within the areas shown as "A1-1" and "A1-2" on the site plan attached as Schedule A hereto;
- h. "**Non-owner**" means a person other than a Related Person or the Owner;
- i. "**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development, including a strata lot if the Lands or any portion thereof are subdivided by a Strata Plan, and is thereby bound by this Agreement;

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- j. **"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:
  - (i) a corporation or society;
  - (ii) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society;
  - (iii) an Immediate Family of a person to whom paragraph 1.1(k) applies, or
  - (iv) an individual, an Immediate Family of the registered or beneficial owner;
- k. **"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act* (British Columbia), a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation;
- l. **"Strata Plan"** means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act*, S.B.C. 1998, c. 43;
- m. **"Subdivided Parcel"** has the meaning ascribed to such term in section 7.1; and
- n. **"Tenancy Agreement"** means a tenancy agreement made pursuant to, or regulated by, the *Residential Tenancy Act* (British Columbia) or any successor legislation.

## 2.0 No Restrictions on Rentals

- 2.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 2.2 Without limiting the generality of section 2.1, the Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of the Lands or a building on the Lands if the strata bylaws of the Strata Corporation prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 2.3 For greater certainty and notwithstanding anything contained herein to the contrary, the parties agree that the Owner may take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, including, without limitation, passing a bylaw applicable to a Strata Corporation formed in respect of the Lands, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit for any type of short-term or hotel-type commercial accommodation or any other similar commercial use.

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2.4 For certainty, if the Lands or the Development on the Lands are subdivided under the *Strata Property Act*, the Dwelling Units within the Development may be occupied by the Owners of the strata lots.

### 3.0 Reporting

3.1 The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development (the "**Director**"), within thirty (30) days of the Director's written request, a report in writing confirming:

- (a) the number, type and location by suite or strata lot number, of Dwelling Units that are being rented to Non-owners; and
- (b) any changes or proposed changes to the Strata Corporation's bylaws that may affect the terms of this Agreement.

3.2 The Owner covenants and agrees:

- (a) to exercise its voting rights in the Strata Corporation against the passage of any bylaws that would restrict the availability for rental of any Dwelling Unit under the terms of a Tenancy Agreement unless this Agreement is amended; and
- (b) to notify the City of any proposed amendments to its strata bylaws.

3.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications to this Agreement and that such consent may be withheld for any reason.

### 4.0 Notice to be Registered in Land Title Office

4.1 Notice of this Agreement (the "**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

### 5.0 Liability

5.1 The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.

5.2 The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

{251506-503018-01324011;7}

## 6.0 Subdivision

**6.1 Subdivision Generally.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, or under other similar legislation enacted from time to time, then upon the deposit of a plan of subdivision, a Strata Plan, or similar plan as the case may be, subject to sections 6.2 and 6.3:

- (a) the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots or other subdivided parcels and areas so created; and
- (b) the burdens, obligations, agreements and covenants contained in this Agreement will continue to be noted on each of the new parcels, lots or other subdivided parcels and areas so created.

**6.2 Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a Strata Plan:

- (a) the existence of this Agreement and the City bylaw authorizing and enacting it will be noted on the title of each individual strata lot and noted on the common property sheet;
- (b) the Owner will cause the strata corporation or the strata corporations created by the deposit of a Strata Plan to be obliged to perform and observe the Owner's applicable covenants in this Agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the Strata Plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by Strata Plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore each strata lot owner and/or the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

**6.3 Release of Notice.** For certainty, if the Lands are subdivided and any parcel or parcels created as a result of such subdivision do not contain the Development (collectively, the "**Subdivided Parcel**"), the owner of such Subdivided Parcel may apply to the City to release the Notice (as defined in section 4.0) from title to the Subdivided Parcel. The City agrees to execute and deliver a release of the Notice from title to the Subdivided Parcel, provided however that: (a) the City will have no obligation to execute any such release until a written request therefor from the owner of the Subdivided Parcel has been received by the City, which request will include the form of release in registerable form; (b) the cost of preparation of such release and the cost of registration of same in the Land Title Office will be paid by the Owner; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner for registration. Following the release of the Notice from title to the Subdivided Parcel, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to those portions of the Lands containing the Development and the obligations and restrictions

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contained herein will be deemed not to apply to any other portions of the Lands

## **8.0 Priority Agreement**

- 8.1 The Existing Chargeholder, as the registered holder of a charge by way of a Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office, under numbers CA6516264 and CA6516265, respectively, for and in consideration of the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the Local Government Act, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## **9.0 General Provisions**

- 9.1 **Notice.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by facsimile (if a fax number is provided) or email with no notice of failure to deliver being received back by the sender, and
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in the case of the City, addressed to:

City of Victoria  
 #1 Centennial Square  
 Victoria, BC V8W 1P6

Attention: Director of Sustainable Planning and  
 Community Development  
 Fax: 250-361-0386  
 Email: [khoese@victoria.ca](mailto:khoese@victoria.ca)

and in the case of the Owner, addressed to:

Bosa Development (Dockside Holdings) Ltd.  
 1300 - 2025 Willingdon Avenue  
 Burnaby, BC  
 V5C 0J3

Attention: Dan Diebolt  
 Email: [DDiebolt@thinkbosa.com](mailto:DDiebolt@thinkbosa.com)

or upon registration of a Strata Plan, to the applicable Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

**9.2 Time.** Time is of the essence of this Agreement.

**9.3 Binding Effect.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.

**9.4 Waiver.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

**9.5 Headings.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.

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**9.7 Legislation.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

**9.8 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.

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**9.10 Entire Agreement.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.

**9.11 Further Assurances.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.

- 9.12 Amendment.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 9.13 Law Applicable.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 9.14 No Derogation From Statutory Authority.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or
  - (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.
- 9.15 Severability.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 9.16 Joint and Several.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 9.17 Counterparts.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 9.18 Effective Date.** This Agreement is effective as of the date of the signature of the last party to sign.

*[Signature page follows.]*

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF )  
VICTORIA by its authorized signatories: )

\_\_\_\_\_)  
MAYOR \_\_\_\_\_ )

\_\_\_\_\_)  
CITY CLERK \_\_\_\_\_ )

\_\_\_\_\_)  
Date signed: \_\_\_\_\_ )

BOSA DEVELOPMENT (DOCKSIDE )  
HOLDINGS) LTD. )  
by its authorized signatory(ies): )

\_\_\_\_\_)  
Print Name: Ryan Bosa )

\_\_\_\_\_)  
Print Name: \_\_\_\_\_ )

\_\_\_\_\_)  
Date signed: \_\_\_\_\_ )

ROYAL BANK OF CANADA )  
by its authorized signatory(ies): )

\_\_\_\_\_)  
Print Name: \_\_\_\_\_ )

\_\_\_\_\_)  
Print Name: \_\_\_\_\_ )

\_\_\_\_\_)  
Date signed: \_\_\_\_\_ )

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

**THE CORPORATION OF THE CITY OF** )  
**VICTORIA** by its authorized signatories: )  
 )  
 )  
 \_\_\_\_\_ )  
 MAYOR \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 CITY CLERK \_\_\_\_\_ )  
 )  
 Date signed: \_\_\_\_\_ )

**BOSA DEVELOPMENT (DOCKSIDE**  
**HOLDINGS) LTD.** )  
 by its authorized signatory(ies): )  
 )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 Date signed: \_\_\_\_\_ )

**ROYAL BANK OF CANADA** )  
 by its authorized signatory(ies): )  
 )  
 )  
 \_\_\_\_\_ )  
 Print Name: \_\_\_\_\_ )  
 )  
 \_\_\_\_\_ )  
 Print Name: **WARREN DA SILVA** )  
                   Associate Director )  
 )  
 Date signed: \_\_\_\_\_ )

{251506-503018-01324011;7}





## Council Report For the Meeting of June 25, 2020

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**To:** Council **Date:** June 18, 2020  
**From:** C. Coates, City Clerk  
**Subject:** 1302 Finlayson Street: Rezoning Application No. 00687 and Development Permit with Variances Application No. 000546

---

### RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1224) No. 20-051

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 20-051.

The issue came before Council on November 28, 2019 where the following resolution was approved:

#### **1302 Finlayson Street: Rezoning Application No. 00687 and Development Permit with Variances Application No. 000546**

##### Rezoning Application No. 00687 for 1302 Finlayson Street

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00687 for 1302 Finlayson Street, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and execution of a Statutory Right-of-Way of 2.50m on the Finlayson Street frontage, to the satisfaction of the City Solicitor
2. An opportunity for City Council to consider heritage recognition or designation of the building based on a motion from the Heritage Advisory Panel.

##### Development Permit with Variances Application No. 000546 for 1302 Finlayson Street

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00687, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variances Application No. 000546 for 1302 Finlayson Street, in accordance with:

1. Plans date stamped May 3, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. reduce the front yard setback from 6.0m to 2.0m (Lot A)

- ii. reduce the rear yard setback from 6.0m to 4.63m to the building and to 3.43m to the steps (Lot A)
  - iii. reduce the side yard setback on Finlayson Street from 6.0m to 0.51 m (Lot B)
  - iv. increase the site coverage from 40% to 47.99% (Lot B).
3. Revised plans, to the satisfaction of the Director of Sustainable Planning and Community Development, that address the asymmetry of the second-floor north facade windows and the width of the exterior railing supports.
  4. The Development Permit lapsing two years from the date of this resolution."

Respectfully submitted,



Chris Coates  
City Clerk



**Report accepted and recommended by the City Manager:** \_\_\_\_\_

**Date:** June 18, 2020

**List of Attachments:**

- Bylaw No. 20-051



A BYLAW OF THE CITY OF VICTORIA

The purposes of this Bylaw are to amend the Zoning Regulation Bylaw by creating the R1-S17, Finlayson Small Lot (Two Storey) District, and to rezone land known as 1302 Finlayson Street from the R1-B Zone, Single Family Dwelling District, to the R1-S17, Finlayson Small Lot (Two Storey) District on the south lot, and to the R1-S2 Zone, Restricted Small Lot (Two Storey) District on the north lot.

The Council of The Corporation of the City of Victoria enacts the following provisions:

- 1 This Bylaw may be cited as the “ZONING REGULATION BYLAW, AMENDMENT BYLAW (NO. 1224)”.
- 2 Bylaw No. 80-159, the *Zoning Regulation Bylaw*, is amended in the Table of Contents of Schedule “B” under the caption PART 1 – DETACHED DWELLING ZONES by adding the following words:  

“1.148 R1-S17            Finlayson Small Lot (Two Storey)”
- 3 The *Zoning Regulation Bylaw* is also amended by adding to Schedule B after Part 1.147 the provisions contained in Schedule 1 of this Bylaw.
- 4 That portion of the land known as 1302 Finlayson Street (legally described as PID: 004-786-378, Lot 15, Block 3, Section 4, Victoria District, Plan 1200) that is shown cross hatched on the attached map, is removed from the R1-B Zone, Single Family Dwelling District, and placed in the R1-S2 Zone, Restricted Small Lot (Two Storey) District.
- 5 That portion of the land known as 1302 Finlayson Street (legally described as PID: 004-786-378, Lot 15, Block 3, Section 4, Victoria District, Plan 1200) that is shown diagonally hatched on the attached map, is removed from the R1-B Zone, Single Family Dwelling District, and placed in the R1-S17, Finlayson Small Lot (Two Storey) District.

READ A FIRST TIME the	day of	2020
READ A SECOND TIME the	day of	2020
Public hearing held on the	day of	2020
READ A THIRD TIME the	day of	2020
ADOPTED on the	day of	2020

CITY CLERK

MAYOR

**PART 1.148 – R1-S17 ZONE, FINLAYSON SMALL LOT (TWO STOREY) DISTRICT**

**1.148.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. Uses permitted in the R1-S2 Zone, Restricted Small Lot (Two Storey) District, subject to the regulations set out in Part 1.23 of the Zoning Regulation Bylaw
- b. Commercial-residential, subject to the regulations set out in Part 1.23 of the Zoning Regulation Bylaw, unless otherwise set out within this Part 1.148.

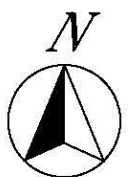
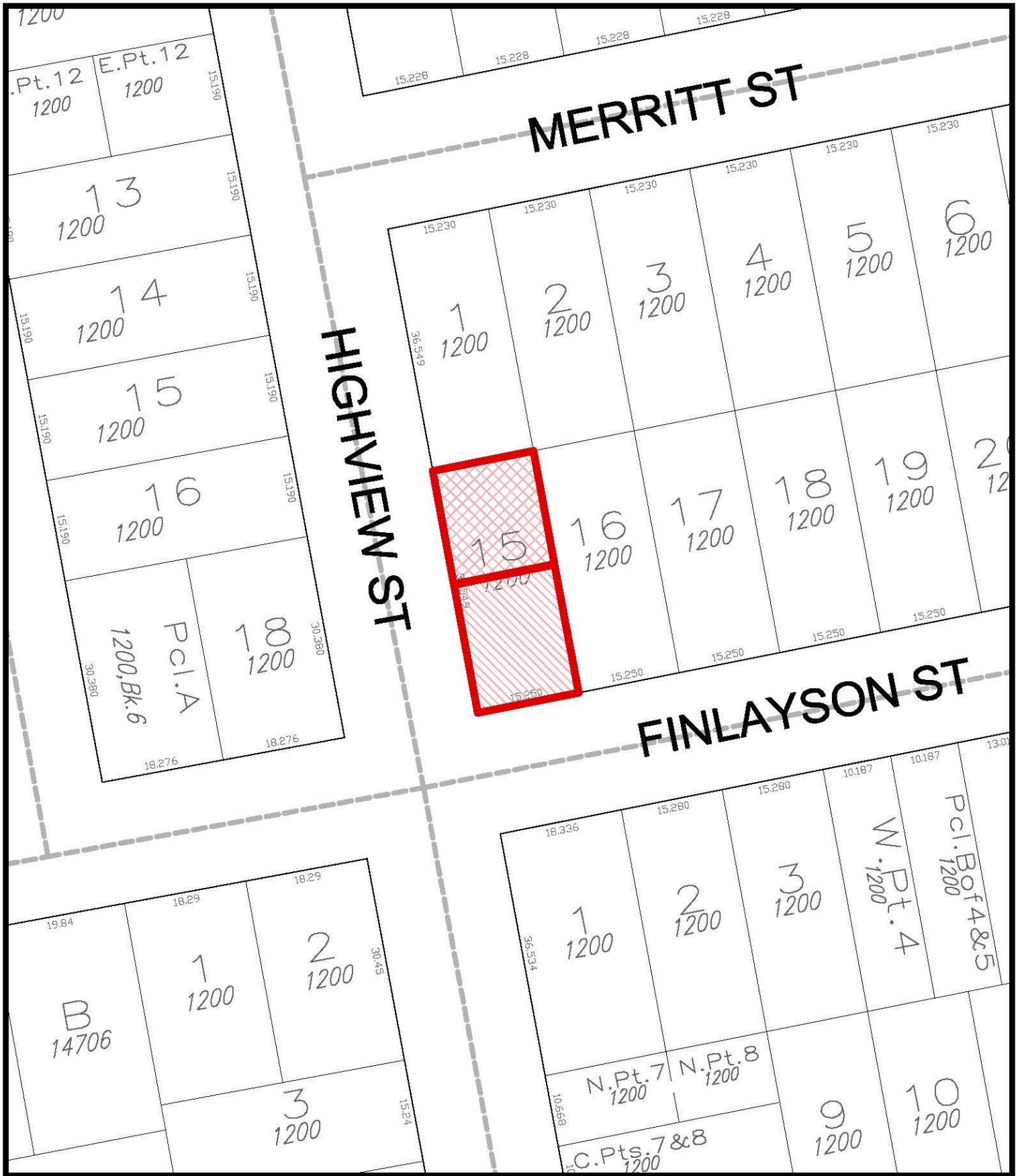
**1.148.2 Location and Siting for Commercial-Residential Use**

For commercial-residential uses:

- a. The first storey must be used or intended to be used exclusively for the purpose of carrying on a retail use, and
- b. All storeys above the first storey must be used or intended to be used exclusively for the purpose of residential use.

**1.148.2 Floor Area and Floor Space Ratio for Commercial-Residential Use**

- a. Total floor area (maximum) 212m<sup>2</sup>
- b. Floor space ratio (maximum) 0.75:1



1302 Finlayson Street  
Rezoning No.00687





## Council Report For the Meeting of June 25, 2020

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**To:** Council **Date:** June 18, 2020  
**From:** C. Coates, City Clerk  
**Subject:** 1023 Tolmie Avenue: Rezoning Application No. 00672 and Development Permit with Variances Application No. 00097

---

### RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1227) No. 20-064

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaw No. 20-064.

The issue came before Council on May 14, 2020 where the following resolution was approved:

#### **1023 Tolmie Avenue: Rezoning Application No. 00672 and Development Permit with Variances Application No. 00097**

##### Rezoning Application No. 00672

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00672 for 1023 Tolmie Avenue, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set.

##### Development Permit with Variance Application No. 00097

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00097, if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit with Variance Application No. 00097 for 1023 Tolmie Avenue, in accordance with:

1. Plans date stamped April 6, 2020.
2. Development meeting all Zoning Regulation Bylaw requirements, except for the following variances:
  - i. reduce the front yard setback on the south lot from 6.0m to 4.2m to the building and 3.0m to the deck;
  - ii. reduce the rear yard setback on the south lot from 6.0m to 3.5m;
  - iii. reduce the south side yard setback on the south lot from 2.4m to 1.5m for any portion of a dwelling used for habitable space and which has a habitable window; and

- iv. reduce the south side yard setback on the north lot from 2.4m to 1.73m for any portion of a dwelling used for habitable space and which has a habitable window.
3. The Development Permit lapsing two years from the date of this resolution."

Respectfully submitted,



Chris Coates  
City Clerk



**Report accepted and recommended by the City Manager:** \_\_\_\_\_

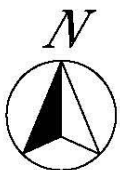
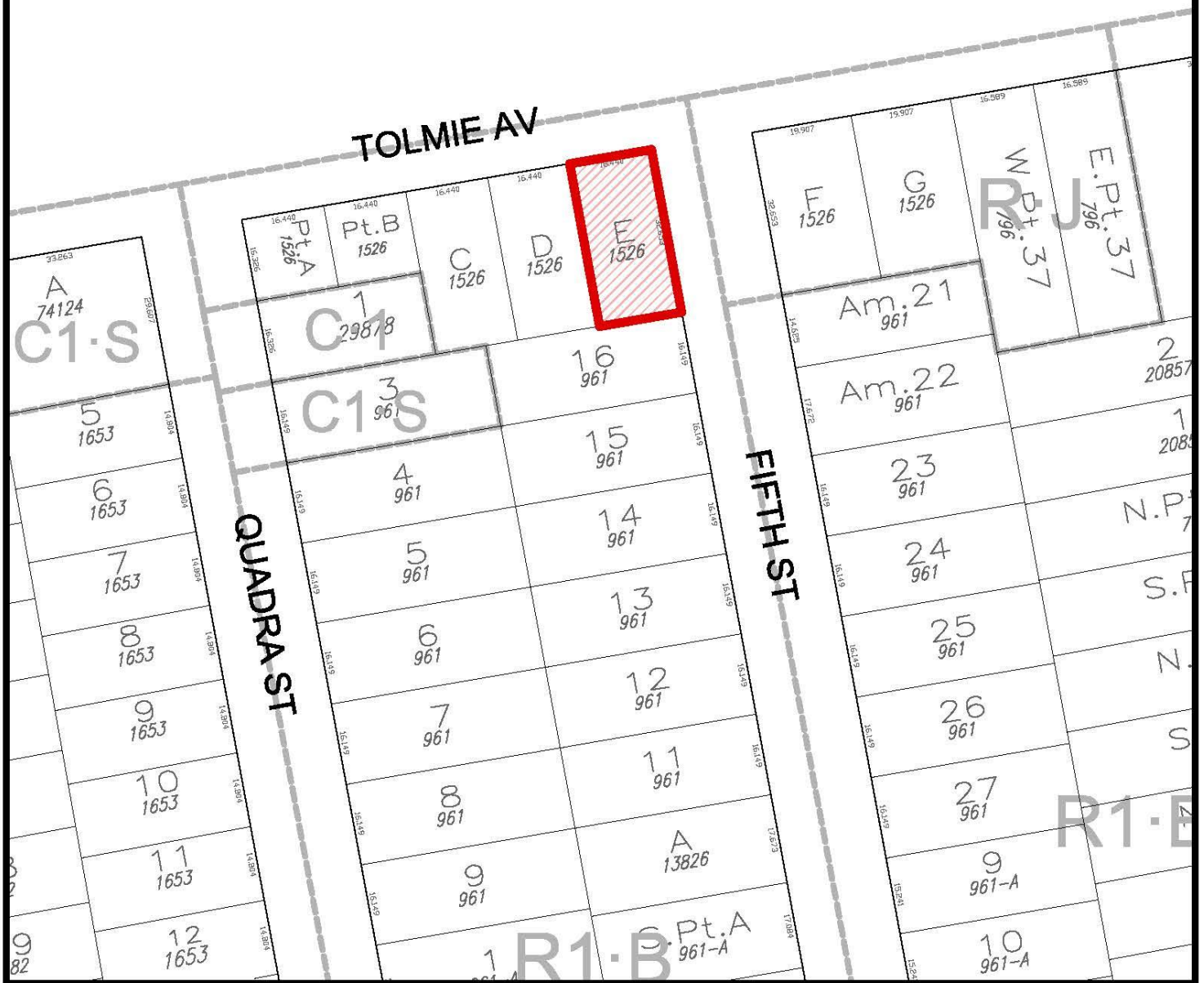
**Date:** June 18, 2020

**List of Attachments:**

- Bylaw No. 20-064



# MUNICIPALITY OF SAANICH



1023 Tolmie Avenue  
Rezoning No.00672





## Council Report For the Meeting of June 25, 2020

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**To:** Council **Date:** June 18, 2020  
**From:** C. Coates, City Clerk  
**Subject:** 2649-2659 Douglas Street and 735 Hillside Avenue: Rezoning Application No. 00664, Development Permit Application No. 000123, and Heritage Designation Application No. 00180

---

### RECOMMENDATION

That the following bylaw be given first and second readings:

1. Zoning Regulation Bylaw, Amendment Bylaw (No. 1222) No. 20-047
2. Heritage Designation (2659 Douglas Street) Bylaw No. 20-049

And that the following bylaw be given first, second, and third readings;

1. Housing Agreement (2649, 2651, 2655, 2657 And 2659 Douglas Street And 735 Hillside Avenue) Bylaw (2020) No. 20-048

### BACKGROUND

Attached for Council's initial consideration is a copy of the proposed Bylaws No. 20-047, No. 20-048, and No. 20-049.

The issue came before Council on December 12, 2019 where the following resolution was approved:

**2649-2659 Douglas Street and 735 Hillside Avenue: Rezoning Application No. 00664, Development Permit Application No. 000123, and Heritage Designation Application No. 00180**

Rezoning Application No. 00664

That Council instruct staff to prepare the necessary Zoning Regulation Bylaw Amendment that would authorize the proposed development outlined in Rezoning Application No. 00664 for 2649-2659 Douglas Street and 735 Hillside Avenue, that first and second reading of the Zoning Regulation Bylaw Amendment be considered by Council and a Public Hearing date be set once the following conditions are met:

1. Preparation and execution of the appropriate legal agreements in order to secure the following:
  - a. All dwelling units remain rental in perpetuity.
  - b. A Statutory Right-of-Way of 3.57m on Hillside Avenue to the satisfaction of the Director of Engineering and Public Works.
  - c. Provide a bus shelter on Hillside Avenue in accordance with the site plans dated November 4, 2019, and to the satisfaction of the Director of Engineering and Public Works.



- d. Provide two car share vehicles; two assigned car share parking spaces on-site; 151 car share memberships (one for each dwelling unit); a \$100 of driving credits for each resident; and 40 electric bicycle charging stations (11 OV wall outlets) in the underground parkade, to the satisfaction of the Director of Sustainable Planning and Community Development.
  - e. Purchase 100 transit passes through BC Transit's EcoPass program to the satisfaction of the Director of Sustainable Planning and Community Development.
2. Council authorizing street-level projecting canopies and cornices over the City Right-of-Way on 2649-2659 Douglas Street and 735 Hillside Avenue, provided that the applicant enters into an Encroachment Agreement in a form satisfactory to the City Solicitor and the Director of Engineering and Public Works.

Development Permit Application No. 00123

That Council, after giving notice and allowing an opportunity for public comment at a meeting of Council, and after the Public Hearing for Rezoning Application No. 00123 if it is approved, consider the following motion:

"That Council authorize the issuance of Development Permit Application No. 00123 for 2649- 2659 Douglas Street and 735 Hillside Avenue, in accordance with:

1. Plans date stamped November 4, 2019.
2. Development meeting all Zoning Regulation Bylaw requirements.
3. The Development Permit lapsing two years from the date of this resolution."

Heritage Designation Application No. 000180

That concurrent with Rezoning Application No. 00664, if it is approved, Council approve the designation of the property located at 2659 Douglas Street as a Municipal Heritage Site, consistent with plans dated November 4, 2019 and pursuant to Section 611 of the Local Government Act.

Respectfully submitted,



Chris Coates  
City Clerk

**Report accepted and recommended by the City Manager:**



**Date:** June 18, 2020

**List of Attachments:**

- Bylaw No. 20-047
- Bylaw No. 20-048
- Bylaw No. 20-049





**PART 4.101 – CR-DH ZONE, DOUGLAS-HILLSIDE DISTRICT****4.101.1 Permitted Uses in this Zone**

The following uses are the only uses permitted in this Zone:

- a. bakery
- b. club
- c. financial service
- d. high tech
- e. home occupation subject to the regulations in Schedule “D”
- f. multiple dwelling
- g. office, including medical and dental services
- h. personal service
- i. restaurant
- j. retail.

**4.101.2 Community Amenity**

As a condition of additional density pursuant to Part 4.101.4, the following community amenity must be provided:

- a. all dwelling units within a multiple dwelling must be secured through a legal agreement as rental in perpetuity.

**4.101.3 Lot Area**

<u>Lot area</u> (minimum)	4800m <sup>2</sup>
---------------------------	--------------------

**4.101.4 Floor Space Ratio**

- |   |       |
|---|-------|
| a. <u>Floor space ratio</u> (maximum)   | 2:1   |
| b. <u>Floor space ratio</u> , where the amenities have been provided pursuant to Part 4.101.2 (maximum) | 2.5:1 |

**4.101.5 Height**

Principal <u>building height</u> (maximum)	19.5m
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**PART 4.101 – CR-DH ZONE, DOUGLAS-HILLSIDE DISTRICT****4.101.6 Setbacks**

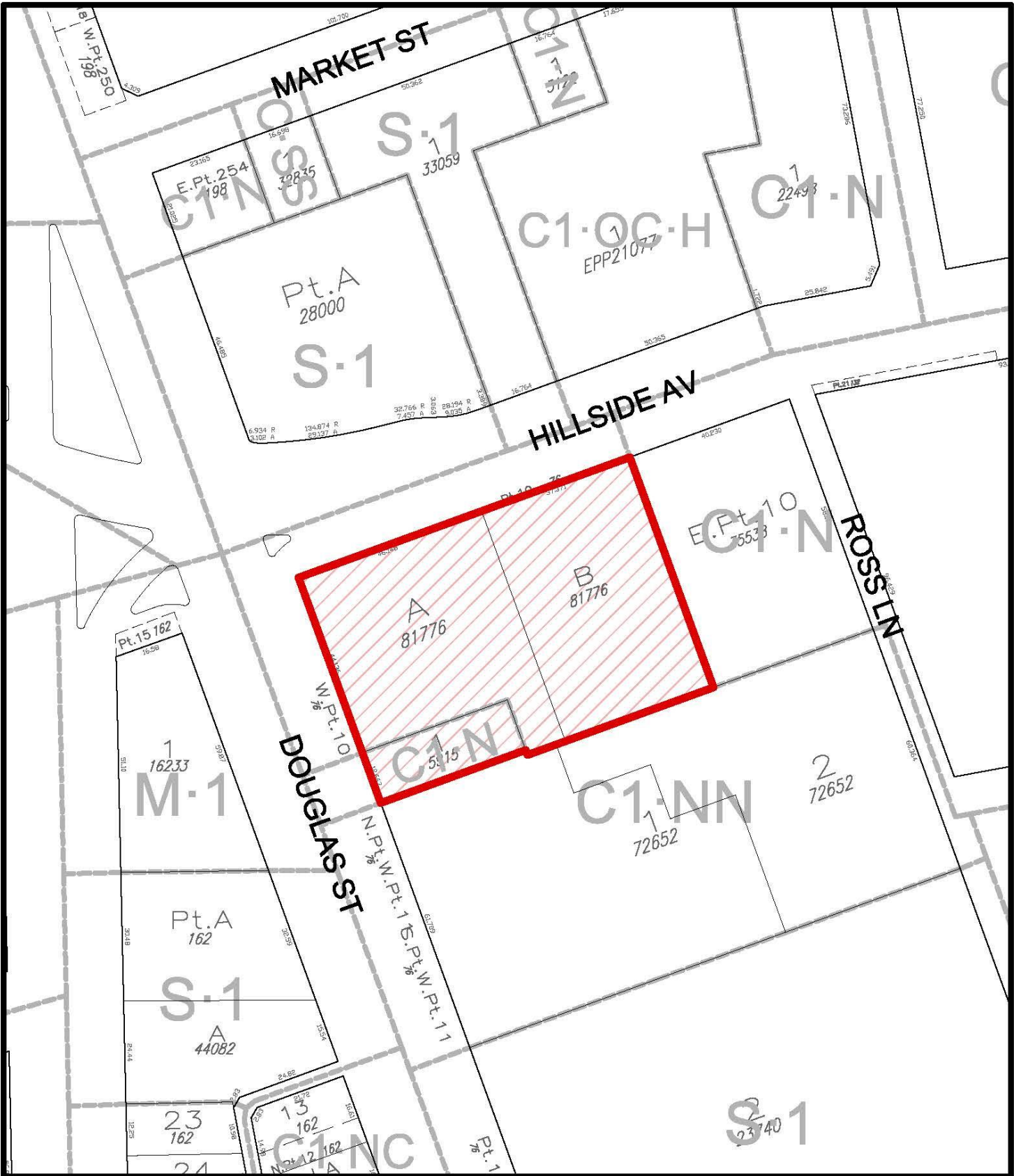
- |   |       |
|---|-------|
| a. Douglas Street <u>setback</u> (minimum)  | 0m    |
| b. Hillside Avenue <u>setback</u> (minimum)   | 0m    |
| c. Interior <u>lot</u> line (east) (minimum)  | 5.25m |
| d. Southerly <u>lot</u> line (minimum)  | 5m    |
| Except for the following:   |       |
| i. that portion of the principal <u>building</u> within 39m of Douglas Street (minimum) | 3m    |

**4.101.7 Site Coverage, Open Site Space**

- |                                     |     |
|-------------------------------------|-----|
| a. <u>Site Coverage</u> (maximum)   | 62% |
| b. <u>Open site space</u> (minimum) | 27% |

**4.101.8 Vehicle and Bicycle Parking**

- |                                  |  |
|----------------------------------|--|
| a. Vehicle parking (minimum)     | Subject to the regulations in Schedule “C” except as otherwise specified by the regulations in this Part |
| b. Residential parking (minimum) | 53 parking spaces  |
| c. Commercial parking (minimum)  | 25 parking spaces  |
| d. Visitor parking (minimum)     | 10 parking spaces  |
| e. Bicycle parking (minimum)     | Subject to the regulations in Schedule “C”   |



2649 to 2659 Douglas Street  
and 735 Hillside Avenue  
Rezoning No.00664



**HOUSING AGREEMENT (2649, 2651, 2655, 2657 AND 2659 DOUGLAS STREET AND 735 HILLSIDE AVENUE) BYLAW**

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize an agreement to secure rental housing in perpetuity for the lands known as 2649, 2651, 2655, 2657 and 2659 Douglas Street and 735 Hillside Avenue, Victoria, BC.

Under its statutory powers, including section 483 of the *Local Government Act*, the Council of The Corporation of the City of Victoria in an open meeting enacts the following provisions:

**Title**

- 1 This Bylaw may be cited as the "HOUSING AGREEMENT (2649, 2651, 2655, 2657 AND 2659 DOUGLAS STREET AND 735 HILLSIDE AVENUE) BYLAW (2020)".

**Agreement authorized**

- 2 The Director of Sustainable Planning and Community Development is authorized to execute the Housing Agreement:
  - (a) substantially in the form attached to this Bylaw as Schedule A;
  - (b) between the City and 2659 Douglas Street Holdings Ltd., Inc. No. BC0703174 or other registered owners from time to time of the lands described in subsection (c); and
  - (c) that applies to the lands known as 2649, 2651, 2655, 2657 and 2659 Douglas Street and 735 Hillside Avenue, Victoria, BC, legally described as:
    - PID: 005-942-748 Lot 1, Section 4, Victoria District Plan 5915
    - PID: 026-816-415 Lot A, Section 4, Victoria District Plan VIP81776
    - PID: 026-816-423 Lot B, Section 4, Victoria District Plan VIP81776.

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 on the	day of	2020

CITY CLERK

MAYOR

**HOUSING AGREEMENT**(Pursuant to section 483 of the *Local Government Act*)

BETWEEN:

**THE CORPORATION OF THE CITY OF VICTORIA**  
 #1 Centennial Square  
 Victoria, B.C. V8W 1P6  
 (the "City")

AND:

**2659 DOUGLAS STREET HOLDINGS LTD.** (Inc. No.  
 BC0703174)  
 #200 – 1785 West 4<sup>th</sup> Avenue  
 Vancouver, B.C. V6E 2M6  
 (the "Owner")

AND:

**CANADIAN WESTERN BANK**  
 2200 – 666 Burrard Street  
 Vancouver, B.C. V6C 2X8  
 (the "Existing Chargeholder")

**WHEREAS:**

- A. Capitalized terms used herein will have the respective meanings ascribed to them in section 1.1 of this Agreement, unless the context otherwise clearly requires or they are elsewhere defined herein;
- B. Under section 483 of the *Local Government Act* (British Columbia), the City may, by bylaw, enter into a housing agreement with an owner regarding the occupancy of the housing units identified in the agreement, including but not limited to terms and conditions referred to in section 483(2) of the *Local Government Act*;
- C. The Owner is the registered owner in fee simple of the lands and premises located in the City of Victoria, Province of British Columbia, with the following civic addresses and legal descriptions:
- (a) 2655, 2657 & 2659 Douglas Street, Victoria, B.C. and legally described as: Parcel Identifier: 026-816-415 Lot A Section 4 Victoria District Plan VIP81776;
  - (b) 735 Hillside Avenue, Victoria, B.C. and legally described as: Parcel Identifier: 026-816-423, Lot B Section 4 Victoria District Plan VIP81776; and
  - (c) 2649 & 2651 Douglas Street, Victoria, B.C. and legally described as: 005-942-748, Lot 1 Section 4 Victoria District Plan 5915,
- (collectively, the "Lands");

{251488-503734-01283157,4}



- D. The Owner has applied to the City to rezone and redevelop the Lands, which redevelopment will include:
- (a) the revitalization of the Scott Building will include residential rental housing units with commercial uses on the ground floor; and
  - (b) the construction of the New Building, which will contain rental housing units;
- E. The City and the Owner wish to enter into this Agreement, as a housing agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner that all Dwelling Units within the Development on the Lands will be used and held only as rental housing.

**NOW THIS AGREEMENT WITNESSES** that pursuant to section 483 of the *Local Government Act*, and in consideration of the premises and covenants contained in this agreement (the "**Agreement**"), the parties agree each with the other as follows:

**1. DEFINITIONS**

1.1 In this Agreement:

- (a) "**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;
- (b) "**Development**" means the New Building and the Scott Building, consisting of the Dwelling Units and related facilities thereon, to be located on the Lands;
- (c) "**Director**" has the meaning ascribed to the term in section 4.1;
- (d) "**Dwelling Units**" means any or all, as the context may require, of the approximately one hundred and fifty-one (151) self-contained residential rental dwelling units within the Development and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "**Dwelling Unit**" means any of such residential dwelling units located on the Lands;
- (e) "**Immediate Family**" includes a person's spouse, child, grandchild, parent, grandparent, sibling, niece and nephew, and includes the Immediate Family of the person's spouse;
- (f) "**Land Title Office**" means the Land Title Office located in the City of Victoria;
- (g) "**New Building**" means the proposed residential rental housing building to be constructed immediately east of the Scott Building on the Lands, as more particularly described in Recital D;
- (h) "**Non-owner**" means a person other than a Related Person or the Owner;
- (i) "**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands or the Development and is thereby bound by this Agreement, as referred to in section 8.3;

{251488-503734-01283157;4}

- (j) **"Related Person"** includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:
  - (i) a corporation or society;
  - (ii) an officer, director, shareholder, or member of such corporation or society, or of another entity which is a shareholder or member of such corporation or society;
  - (iii) an Immediate Family of a person to whom paragraph (ii) applies, or
  - (iv) an individual, an Immediate Family of the registered or beneficial owner;
- (k) **"Scott Building"** means the existing mixed use building located on the Lands which is proposed to be revitalized to include a residential addition and extension, as more particularly described in Recital D;
- (l) **"Strata Corporation"** means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act* (British Columbia), a strata corporation as defined in that Act, including the Owner while in control of the strata corporation and subsequently the individual strata lot owners collectively acting as the strata corporation;
- (m) **"Strata Plan"** means a strata plan filed in respect of the Lands or any subdivided portion thereof pursuant to the *Strata Property Act*; and
- (n) **"Tenancy Agreement"** means a tenancy agreement pursuant to the Residential *Tenancy Act* that is regulated by that Act.

## 2. DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

- 2.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing in perpetuity, and for that purpose shall only be occupied by a Non-owner under the terms of a Tenancy Agreement between the Owner and the Non-owner who occupies the Dwelling Unit.

## 3. NO RESTRICTIONS ON RENTALS

- 3.1 The Owner covenants and agrees that the Owner shall not take any steps, or enter into any agreements, or impose any rules or regulations whatsoever, the effect of which would be to prevent or restrict the Owner of a Dwelling Unit from renting that Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.
- 3.2 Without limiting the generality of section 3.1, the Owner covenants and agrees that it will not make application to deposit a Strata Plan for or in respect of the Lands or a building on the Lands unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

## 4. REPORTING

- 4.1 The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Development (the "**Director**"), within thirty (30) days of the Director's written request, a report in writing confirming that:

{251488-503734-01283157;4}

- (a) all Dwelling Units are being rented to Non-owners or are vacant, and
- (b) all other requirements of this Agreement are being complied with by the Owner and the Development,

along with such other information as may be requested by the Director from time to time.

- 4.2 The Owner hereby authorizes the City to make such inquiries as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 4.3 The Owner acknowledges that it is within the City's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.

#### 5. NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

- 5.1 Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after registration of the Notice.

#### 6. LIABILITY

- 6.1 The Owner agrees to indemnify and saves harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of failure of the Owner to comply with the terms and conditions of this Agreement, or otherwise that would not have arisen "but for" this Agreement.
- 6.2 The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss, costs and liabilities which the Owner now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement, or otherwise that would not have arisen "but for" this Agreement.

#### 7. PRIORITY AGREEMENT

- 7.1 The Existing Chargeholder, as the registered holder of a charge by way of a mortgage and an assignment of rents against the lands legally described:
  - (a) Parcel Identifier: 026-816-415 Lot A Section 4 Victoria District Plan VIP81776; and
  - (b) Parcel Identifier: 026-816-423, Lot B Section 4 Victoria District Plan VIP81776,
 (together, the "Charged Lands"),

which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA6440282 and CA6440283, respectively, for and in consideration of

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the sum of One Dollar (\$1.00) paid by the City (the receipt whereof is hereby acknowledged), agrees with the City that upon filing of a Notice with the Land Title Office that the Lands are subject to this Agreement, pursuant to section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Charged Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

## 8. GENERAL PROVISIONS

8.1 **NOTICE.** If sent as follows, notice under this Agreement is considered to be received:

- (a) upon confirmation of delivery by Canada Post if sent by registered mail,
- (b) on the next Business Day if sent by email with no notice of failure to deliver being received back by the sender, and
- (c) on the date of delivery if hand-delivered, and

in the case of the City, addressed to:

City of Victoria  
#1 Centennial Square  
Victoria, B.C. V8W 1P6

Attention: Director of Sustainable Planning and Community Development  
Fax: 250-361-0386  
Email:

and in the case of the Owner, addressed to:

2659 Douglas Street Holdings Ltd.  
#200 – 1785 West 4th Avenue  
Vancouver, B.C. V6E 2M6

Attention: Andrew Rennison  
Email: andrewrennison@primexinvestments.com

or upon registration of a Strata Plan, to the Strata Corporation, and to the Owner of any Dwelling Unit that is subject to the restrictions under section 2.1.

If a party identifies alternate contact information in writing to another party, notice is to be given to that alternate address.

If normal mail, email or facsimile service is interrupted by strike, work slowdown, force majeure, or other cause,

- (d) notice sent by the impaired service is considered to be received on the date of delivery, and
- (e) the sending party must use its best efforts to ensure prompt receipt of a notice by using other uninterrupted services, or by hand-delivering the notice.

8.2 **TIME.** Time is of the essence of this Agreement.

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- 8.3 **BINDING EFFECT.** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees. In accordance with section 483(6) of the *Local Government Act*, this Agreement and all obligations hereunder is binding on all who acquire an interest in the Lands, and the Owner only during the Owner's ownership of any interest in the Lands, and with respect only to that portion of the Lands of which the Owner has an interest.
- 8.4 **WAIVER.** The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 8.5 **HEADINGS.** The division of this Agreement into articles and sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- 8.6 **LANGUAGE.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 8.7 **LEGISLATION.** Reference to any enactment includes any regulations, orders or directives made under the authority of that enactment, and is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.
- 8.8 **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.
- 8.9 **CUMULATIVE REMEDIES.** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 8.10 **ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 8.11 **FURTHER ASSURANCES.** Each of the parties will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 8.12 **AMENDMENT.** This Agreement may be amended from time to time, by consent of the Owner and a bylaw duly passed by the Council of the City and thereafter if it is signed by the City and the Owner.
- 8.13 **LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 8.14 **NO DEROGATION FROM STATUTORY AUTHORITY.** Nothing in this Agreement shall:
- (a) limit, impair, fetter or derogate from the statutory powers of the City all of which powers may be exercised by the City from time to time and at any time to the

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fullest extent that the City is enabled and no permissive bylaw enacted by the City, or permit, licence or approval, granted, made or issued thereunder, or pursuant to statute, by the City shall estop, limit or impair the City from relying upon and enforcing this Agreement; or

- (b) relieve the Owner from complying with any enactment, including the City's bylaws, or any obligation of the Owner under any other agreement with the City.

- 8.15 SEVERABILITY.** If any section, term or provision of this Agreement is found to be partially or wholly illegal or unenforceable, then such sections or parts will be considered to be separate and severable from this Agreement and the remaining sections or parts of this Agreement, as the case may be, will be unaffected thereby and will remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.
- 8.16 JOINT AND SEVERAL.** The Owner, if more than one, are jointly and severally obligated to perform and observe each and every of the covenants, warranties and agreements herein contained by the Owner to be observed and performed.
- 8.17 COUNTERPARTS.** This Agreement may be executed in counterparts and delivered by emailed PDF file, each of which will have the same effect as if all parties had signed the same document. Each counterpart shall be deemed to be an original. All counterparts shall be construed together and shall constitute one and the same Agreement.
- 8.18 EFFECTIVE DATE.** This Agreement is effective as of the date of the signature of the last party to sign.

*[Remainder of page intentionally left blank. Signature page follows.]*

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatory: )

\_\_\_\_\_ )

Karen Hoese, Director of Sustainable Planning and Community Development )

Date signed: \_\_\_\_\_, 2020 )

2659 DOUGLAS STREET HOLDINGS LTD. by its authorized signatory(ies): )

 )

Print Name: E. Le Remison )

Print Name: \_\_\_\_\_ )

Date signed: June 12, 2020 )

CANADIAN WESTERN BANK )

by its authorized signatory(ies): )

\_\_\_\_\_ )

Print Name: \_\_\_\_\_ )

\_\_\_\_\_ )

Print Name: \_\_\_\_\_ )

Date signed: \_\_\_\_\_, 2020 )

IN WITNESS WHEREOF the parties hereto have set their hands and seals as of the day and year last below written.

THE CORPORATION OF THE CITY OF VICTORIA by its authorized signatory: )

\_\_\_\_\_ )

Karen Hoese, Director of Sustainable Planning and Community Development )

Date signed: \_\_\_\_\_, 2020 )

2659 DOUGLAS STREET HOLDINGS LTD. by its authorized signatory(ies): )

\_\_\_\_\_ )

Print Name: \_\_\_\_\_ )

Print Name: \_\_\_\_\_ )

Date signed: \_\_\_\_\_, 2020 )

CANADIAN WESTERN BANK )

by its authorized signatory(ies): )

Print Name: **CRAIG GUNNING**  
**AVP COMMERCIAL ACCOUNTS** )

Print Name: \_\_\_\_\_ )

Date signed: **JEREMY BLOY**, 2020  
**SR MANAGER, BUSINESS DEVELOPMENT**  
**COMMERCIAL BANKING** )



**KENNA CHRISTINE SPENCE**  
A Commissioner for taking Affidavits  
for the Province of British Columbia  
300 - 750 Cambie Street  
Vancouver, BC V6B 0A2  
Phone: 1-855-716-2265  
Expiry Date: June 30, 2022

As to all signatures)





Schedule 'A'



North Elevation

**Note:** Designation excludes digital sign



West Elevation