NO. 19-039

HOUSING AGREEMENTS (2708 GRAHAM STREET AND 1050 & 1054 HILLSIDE AVENUE) BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to authorize housing agreements for the lands known as 2708 Graham Street and 1050 & 1054 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 AGREEMENTS (2708 GRAHAM STREET & 1050-1054 HILLSIDE AVENUE) BYLAW (2019)".

Agreements authorized

2 The Mayor and the City Clerk are authorized to execute the Housing Agreement:

(a) substantially in the form attached to this Bylaw as Schedule A;

(b) between the City and Laurain Treva Mills, Andrew Trevor Mills, Jonathan Denis Mills, Amy Danielle Joy Mills, and Kelly Armstrong Guest, or other registered owners from time to time of the lands described in subsection 2(c), and the Bank of Montreal; and

(c) that applies to the lands known as 2708 Graham Street, Victoria, BC, legally described as:

PID: 008-426-155
The Northerly 50 feet of Lot 4, Block 1, Section 4, Victoria District, Plan 299.

3. The Mayor and the City Clerk are authorized to execute the Housing Agreement:

(a) substantially in the form attached to this Bylaw as Schedule B;

(b) between the City, Jonathan Denis Mills, or other registered owners from time to time of the lands described in subsection 3(c), and the Royal Bank of Canada; and

(c) that applies to the lands known as 1050 & 1054 Hillside Avenue, Victoria, BC, legally described as:

PID: 008-426-244
The Southerly 103 feet of Lot 4, Block 1, Section 4, Victoria District, Plan 299
Except the Southerly 7.5 feet thereof taken for Road Purposes as shown on said Plan.

READ A FIRST TIME the	**10th**	day of	**October**	2019
READ A SECOND TIME the	**10th**	day of	**October**	2019
READ A THIRD TIME the	**10th**	day of	**October**	2019
ADOPTED on the		day of		2019

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**")

OF THE FIRST PART

AND:

LAURAIN TREVA MILLS
ANDREW TREVOR MILLS
JONATHAN DENIS MILLS
AMY DANIELLE JOY MILLS
KELLY ARMSTRONG GUEST
270 Old Mossy Road
Victoria, B.C.
V9E 2A3
(collectively, the "**Owner**")

OF THE SECOND PART

AND:

BANK OF MONTREAL
(the "**Existing Chargeholder**")

OF THE THIRD PART

WHEREAS

A. Under section 483 of 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*;

B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with civic addresses of 2708 Graham Street which is legally described as:

PID 008-426-155 THE NORTHERLY 50 FEET OF LOT 4, BLOCK 1, SECTION 4, VICTORIA DISTRICT, PLAN 299

(the "**Lands**").

C. It is proposed that the Lands be consolidated with those adjacent lands with a civic address of 1050 – 1054 Hillside Avenue, Victoria, British Columbia, upon which there is a duplex which is intended to remain, and that four (4) row style townhouses be constructed

on the Lands in place of the single-family dwelling that is currently situate thereon;

D. The Dwelling Units are intended to be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, but the intent of this Housing Agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied 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 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 parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"**Development**" means the proposed consolidation of the Lands with those adjacent lands with a civic address of 1050 – 1054 Hillside Avenue and the construction of row style townhouses on the Lands to include four (4) Dwelling Units in addition to the existing two (2) Dwelling Units currently situate on the aforementioned adjacent lands.

"**Dwelling Unit**" means a self-contained residential dwelling unit within the building that *is/will be* located on the Lands, and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "Dwelling Units" means collectively all of such residential dwelling units located on the Lands.

"**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.

"**Non-owner**" means a person other than a Related Person.

"**Owner**" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.

"**Related Person**" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

(a) a corporation or society:

(i) 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

(ii) an Immediate Family of a person to whom paragraph (i) applies, or

(b) an individual, an Immediate Family of the registered or beneficial owner.

"Tenancy Agreement" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

"Strata Corporation" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act,* 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.

1.2 In this Agreement:

(a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and

(b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

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 unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

2.3 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, upon written request from the City's Director of Sustainability Planning and Community Development, 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 ("**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483(5) 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.

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.

6.0 Priority Agreement

6.1 The Existing Chargeholder, as the registered holder of charges by way of a mortgage and assignment of rents registered against title to the Lands in the Land Title Office at Victoria, British Columbia, under numbers FB103130 and FB103131, 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*, and that 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.

7.0 General Provisions

Notice

7.1 If sent as follows, notice under this Agreement is considered to be received

(a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and

(b) on the date of delivery if hand-delivered,

to the City:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6
Attention: Director of Sustainability Planning and Community Development
Fax: 250-361-0386

to the Owner:

4 – 771 Central Spur Road
Victoria, BC V9A 7R9
Attention: Andrew Mills

or upon registration of a strata plan for the Lands, 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 service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

(a) notice sent by the impaired service is considered to be received on the date of delivery, and

(b) 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.

Time

7.2 Time is to be the essence of this Agreement.

Binding Effect

7.3 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.

Waiver

7.4 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.

Headings

7.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

7.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Equitable Remedies

7.7 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.

Cumulative Remedies

7.8 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.

Entire Agreement

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

Further Assurances

7.10 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.

Amendment

7.11 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.

Law Applicable

7.12 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

No Derogation from Statutory Authority

7.13 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.

Joint and Several

7.14 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.

Counterpart

7.15 This Agreement may be executed in counterparts and delivered by facsimile or 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.

Effective Date

7.16 This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the dates inscribed at a place within British Columbia:

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

_____)

MAYOR _____)

_____)

CITY CLERK_____)

Date signed:_____

[Owner]

Print Name: **LAURAIN TREVA MILLS**

Date signed: July 30/19

Print Name: **ANDREW TREVOR MILLS**

Date signed: July 25/19

Print Name: **JONATHAN DENIS MILLS**

Date signed: July 30/2019.

Print Name: **AMY DANIELLE JOY MILLS**

Date signed: July 30/2019.

Print Name: **KELLY ARMSTRONG GUEST**

Date signed: July 30/2019

[existing chargeholder(s)]

BANK OF MONTREAL
by its authorized signatory(ies):

Print Name: _____

Print Name: _____

Date signed: _____

[Owner]

Print Name: **LAURAIN TREVA MILLS**

Date signed: July 30/19

Print Name: **ANDREW TREVOR MILLS**

Date signed: JULY 25/19

Print Name: **JONATHAN DENIS MILLS**

Date signed: JULY 30/2019.

Print Name: **AMY DANIELLE JOY MILLS**

Date signed: JULY 30/2019.

Print Name: **KELLY ARMSTRONG GUEST**

Date signed: JULY 30/2019

[existing chargeholder(s)]

BANK OF MONTREAL
by its authorized signatory(ies):

Print Name: Robert Neal

Print Name: Brendan Power

Date signed: 08/16/19

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**")

OF THE FIRST PART

AND:

JONATHAN DENIS MILLS
2009 – 788 Hamilton Street
Vancouver, B.C.
V6B 0E9
(the "**Owner**")

OF THE SECOND PART

AND:

ROYAL BANK OF CANADA

(the "**Existing Chargeholder**")

OF THE THIRD PART

WHEREAS

A. Under section 483 of 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*;

B. The Owner is the registered owner in fee simple of lands in the City of Victoria, British Columbia, with civic addresses of 1050 Hillside Avenue and 1054 Hillside Avenue which are legally described as:

PID 008-426-244 THE SOUTHERLY 103 FEET OF LOT 4, BLOCK 1, SECTION 4, VICTORIA DISTRICT, PLAN 299 EXCEPT THE SOUTHERLY 7.5 FEET THEREOF TAKEN FOR ROAD PURPOSES AS SHOWN ON SAID PLAN

(the "**Lands**").

C. It is proposed that the Lands, upon which there is situate a duplex which is to remain, be consolidated with those adjacent lands with a civic address of 2708 Graham Street upon

which four (4) row style townhouses be constructed in place of the single-family dwelling that is currently situate thereon.

D. The Dwelling Units are intended to be stratified and therefore will be subject to the *Strata Property Act* (British Columbia) and the bylaws of the Strata Corporation, but the intent of this Housing Agreement is to ensure the perpetual availability of rental units (in addition to owner-occupied 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 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 parties agree each with the other as follows:

1.0 Definitions

1.1 In this Agreement:

"Development" means the proposed consolidation of the Lands with those adjacent lands with a civic address of 2708 Graham Street upon which row style townhouses are to be constructed to include four (4) Dwelling Units in addition to the existing two (2) Dwelling Units currently situate on the Lands.

"Dwelling Unit" means a self-contained residential dwelling unit within the building that *is/will be* located on the Lands, and includes any dwelling unit that is developed on the Lands in future, whether as part of the Development or otherwise, and "Dwelling Units" means collectively all of such residential dwelling units located on the Lands.

"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.

"Non-owner" means a person other than a Related Person.

"Owner" includes a person who acquires an interest in the Lands or any part of the Lands and is thereby bound by this Agreement, as referred to in section 7.3.

"Related Person" includes, where the registered or beneficial owner of the Lands or Dwelling Unit, as applicable, is:

(a) a corporation or society:

(i) 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

(ii) an Immediate Family of a person to whom paragraph (i) applies, or

(b) an individual, an Immediate Family of the registered or beneficial owner.

"**Tenancy Agreement**" means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by that Act.

"**Strata Corporation**" means, for the portions of the Lands or any building on the Lands that is subdivided under the *Strata Property Act*, 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.

1.2 In this Agreement:

(a) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment; and

(b) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided.

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 unless the strata bylaws in no way restrict rental of any Dwelling Unit to a Non-owner under the terms of a Tenancy Agreement.

2.3 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, upon written request from the City's Director of Sustainability Planning and Community Development, 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 ("**Notice**") will be registered in the Land Title Office by the City at the cost of the Owner in accordance with section 483(5) 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.

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.

6.0 Priority Agreement

6.1 The Existing Chargeholder, as the registered holder of charges by way of the mortgage registered against title to the Lands in the Land Title Office at Victoria, British Columbia, under number CA3649951 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*, and that 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.

7.0 General Provisions

Notice

7.1 If sent as follows, notice under this Agreement is considered to be received

(a) seventy-two (72) hours after the time of its mailing (by registered mail) or faxing, and

(b) on the date of delivery if hand-delivered,

to the City:

City of Victoria
#1 Centennial Square
Victoria, BC V8W 1P6
Attention: Director of Sustainability Planning and Community Development
Fax: 250-361-0386

to the Owner:

4 – 771 Central Spur Road
Victoria, BC V9A 7R9
Attention: Andrew Mills

or upon registration of a strata plan for the Lands, 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 service or facsimile service is interrupted by strike, work slow-down, force majeure, or other cause,

(a) notice sent by the impaired service is considered to be received on the date of delivery, and

(b) 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.

Time

7.2 Time is to be the essence of this Agreement.

Binding Effect

7.3 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.

Waiver

7.4 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.

Headings

7.5 The headings in this Agreement are inserted for convenience and reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision of it.

Language

7.6 Wherever the singular, masculine and neuter are used throughout this Agreement, the same is to be construed as meaning the plural or the feminine or the body corporate or politic as the context so requires.

Equitable Remedies

7.7 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.

Cumulative Remedies

7.8 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.

Entire Agreement

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

Further Assurances

7.10 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.

Amendment

7.11 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.

Law Applicable

7.12 This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

No Derogation from Statutory Authority

7.13 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.

Joint and Several

7.14 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.

Counterpart

7.15 This Agreement may be executed in counterparts and delivered by facsimile or 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.

Effective Date

7.16 This Agreement is effective as of the date of the signature of the last party to sign.

IN WITNESS WHEREOF the parties have hereunto set their hands as of the dates inscribed at a place within British Columbia:

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

_____)

MAYOR _____)

_____)

CITY CLERK_____)

Date signed:_____

[Owner]

_____)
Print Name: **JONATHAN DENIS MILLS**)
)

Date signed: July 25, 2019

[existing chargeholder(s)]

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

Date signed: _____

[Owner]

Print Name: **JONATHAN DENIS MILLS**

Date signed: July 25, 2019

[existing chargeholder(s)]

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

Print Name: CATHERINE NAKATA

Print Name: Orrie Sobers

Date signed: September 4, 2019

ANASTASIA CHRISTINE REES, Notary Public
City of Toronto, Limited to the attestation of Instruments and the taking affidavits for Royal Bank of Canada, Royal Trust Corporation of Canada and The Royal Trust Company
10 York Mills Road
Toronto, Ontario
M2P 0A2
Expires March 02, 2021

ANASTASIA CHRISTINE REES NOTARY PUBLIC ONTARIO