

TAX EXEMPTION (2615, 2621, 2623, 2625, 2627, AND 2629 DOUGLAS STREET)

BYLAW

A BYLAW OF THE CITY OF VICTORIA

The purpose of this Bylaw is to assist in the preservation and rehabilitation of the heritage building located at 2615, 2621, 2623, 2625, 2627, and 2629 Douglas Street, including the seismic upgrading of the heritage building, by exempting a portion of the land from municipal property taxes for 10 years.

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Under its statutory powers, including section 225 of the *Community Charter*, the Council of the Corporation of the City of Victoria enacts the following provisions:

Title

- 1 This Bylaw may be cited as the "TAX EXEMPTION (2615, 2621, 2623, 2625, 2627, AND 2629 DOUGLAS STREET) BYLAW".

Definitions

- 2 In this Bylaw,

"improvements"

means all of the Land's improvements that exist at any time during the 10-year period that section 3 is in effect;

"Land"

means the land, including its improvements, located at civic address 2615, 2621, 2623, 2625, 2627, and 2629 Douglas Street in Victoria, British Columbia, and legally described as:

PID: 003-149-021

LOT 2, SECTION 4, VICTORIA DISTRICT, PLAN 23740

Tax exemption

- 3 (1) If the conditions of the tax exemption agreement #20-079 attached at Schedule A to this Bylaw are fulfilled, the assessed value of the portion of land and improvements located within 66.1 metres of the front property line (Douglas Street) of the Land is exempt from property taxes imposed

under section 197(1)(a) of the *Community Charter* for a period of 10 consecutive calendar years, beginning either:

- (a) in the calendar year following the year this Bylaw comes into force on or before October 31; or
- (b) in the second calendar year following the year this Bylaw comes into force after October 31.

Delegation of Signing Authority

- 4** The Director of Sustainable Planning and Community Development is authorized to execute the tax exemption agreement substantially in the form attached at Schedule A to this Bylaw.

Coming into force

- 5** This Bylaw comes into force on the day the City issues an occupancy permit for the improvements located within 66.1 metres of the front property line (Douglas Street) of the Land.

READ A FIRST TIME the **17th** day of **September** 2020.

READ A SECOND TIME the **17th** day of **September** 2020.

READ A THIRD TIME the **17th** day of **September** 2020.

ADOPTED by at least 2/3 of all members of the Council on the day of .

CITY CLERK

MAYOR

Schedule "A"
Tax Exemption Agreement #20-079

**TAX EXEMPTION AGREEMENT #20-079
2615, 2621, 2623, 2625, 2627, AND 2629 DOUGLAS STREET**

THIS AGREEMENT dated for reference the ____ day of _____, 2020.

BETWEEN:

0922010 B.C. LTD.
Suite 2800-666 Burrard Street
Vancouver, BC V6C 2Z7

(the “**Owner**”)

AND:

THE CORPORATION OF THE CITY OF VICTORIA
1 Centennial Square
Victoria, BC V8W 1P6

(the “**City**”)

WHEREAS:

- A. The Owner is the registered owner in fee-simple of:

003-149-021
LOT 2, SECTION 4, VICTORIA DISTRICT, PLAN 23740

(the “**Lands**”);

- B. The City is The Corporation of the City of Victoria;

- C. The City will consider adopting a bylaw to support the conservation of the heritage building on the Lands by exempting a portion of the Lands from certain property taxes for a period of ten (10) years, under the City of Victoria Bylaw No. 20-079 (the “**Tax Exemption Bylaw**”) subject to the Owner agreeing to the conditions established in this tax exemption agreement pursuant to section 225 of the *Community Charter*.

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and the sum of ONE (\$1.00) DOLLAR of lawful money of Canada now paid to the Owner by the City (the receipt and sufficiency of which is hereby acknowledged), and for other good and valuable consideration the parties covenant and agree each with the other as follows:

1. The Owner and the City acknowledge that the City will consider adopting the Tax Exemption Bylaw pursuant to section 225 of the *Community Charter* exempting a portion of the Lands, to the extent provided under the Tax Exemption Bylaw, from certain property taxes imposed under section 197 of the *Community Charter* for a period of ten (10) consecutive calendar years (the “**Tax Exemption**”).

2. The Owner and the City agree that the Tax Exemption is subject to the following conditions:

- (a) the Owner has applied for and obtained heritage designation protection for the heritage building on the Lands pursuant to the *Local Government Act*;
- (b) the Victoria Civic Heritage Trust verifies and advises City Council that the seismic upgrading work for improvements located on the Lands, as proposed under the Owner's heritage tax exemption application to the City:

has been completed and fully paid for by the Owner, and

has been certified by the Owner's structural engineer of record as having been completed in accordance with the sealed engineering plans on file with the City, and with the requirements of the *British Columbia Building Code*;

- (c) a covenant pursuant to section 219 of the *Land Title Act* identifying the Tax Exemption and the restriction on use of the Land set out in subsection (d), is and remains registered at the Victoria Land Title Office against title to the Land and any strata lot into which the Land is subdivided; and
- (d) the Tax Exemption does not apply in a calendar year during which any part of the building on the Land is used for residential purposes.

3. The Owner shall indemnify and save harmless the City and each of its elected and appointed officials, officers, employees, agents and contractors, from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which anyone has or may have, whether as owner, occupier or user of the Lands, or by a person who has an interest in or comes onto the Lands, or otherwise, which the City incurs as a result of any loss or damage or injury, including economic loss, arising out of or connected with:

- a. the breach of any covenant in this Agreement;
- b. the use of the Lands contemplated under this Agreement; and
- c. restrictions or requirements under this Agreement.

4. The Owner hereby releases and forever discharges the City and each of its elected and appointed officials, officers, employees, agents and contractors, of and from any claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees whatsoever which the Owner can or may have against the City for any loss or damage or injury, including economic loss, that the Owner may sustain or suffer arising out of or connected with:

the breach of any covenant in this Agreement;

- d. the use of the Lands contemplated under this Agreement; and
 - e. restrictions or requirements under this Agreement.
7. Nothing contained or implied in this Agreement shall prejudice or affect the rights and powers of the City in the exercise of its functions under any public or private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Lands as if the Agreement had not been executed and delivered by the Owner.
 8. It is mutually understood, acknowledged and agreed by the parties hereto that the City has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement.
 9. The Owner covenants and agrees for itself, its heirs, executors, successors and assigns, that it will at all times perform and observe the requirements and restrictions set out in this Agreement and they shall be binding upon the Owner as personal covenants only during the period of its respective ownership of any interest in the Lands.
 11. This Agreement shall enure to the benefit of the City and shall be binding upon the parties hereto and their respective heirs, executors, successors and assigns.
 12. 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.
 13. The Owner agrees to execute all other documents and provide all other assurances necessary to give effect to the covenants contained in this Agreement.
 14. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement
 15. This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
 16. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable and the remaining parts will not be affected thereby and will be enforceable to the fullest extent permitted by law.
 17. Nothing in this Agreement shall 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.

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

The Corporation of the City of Victoria, by its)
authorized signatories:)

_____)
Karen Hoese, Director of Sustainable Planning)
and Community Development)

0922010 B.C. Ltd., by its authorized)
signatory(ies):)

_____)
Print Name:)

_____)
Print Name:)