

Schedule "A"



Note for Internal Use Only: This form contains confidential information and should be submitted directly to housing policy staff (housing@victoria.ca). Do not upload to Tempest.

Tenant Assistance Plan

The Tenant Assistance Plan and appendices must be submitted at the time of your rezoning application, and should be submitted directly to housing@victoria.ca. Please contact your Development Services Planner with questions or concerns.

Date of submission of Tenant Assistance Plan to Housing Policy staff:

Current Site Information

Site Address: 822 Catherine Street & 304 Langford Street

Owner Name: Dimma Pacific Properties LTD, INC.NO. 459190

Applicant Name and Contact Info: Carly Abrahams, Development Manager, Aryze Developments. (250) 940-3568 Ext.348; carly@

Tenant Relocation Coordinator (Name, Position, Organization and Contact Info): Taylor Kipp, Tenant Relocation Coordinator. Email: taylorlipp@gmail.com

Existing Rental Units

Unit Type	# of Units	Average Rents (\$/Mo.)
Bachelor		
1 BR	9	869.26
2 BR		
3 BR		
3 BR+		
Total		

Current Building Type (check all that apply):

- Purpose-built rental building
- Non-market rental housing
- Condominium building
- Single family home(s), with or without secondary suites
- Other, please specify:

Rights and Responsibilities of Landlords and Tenants

The rights and responsibilities of landlords and tenants are regulated by the Province and is set out in the [Residential Tenancy Act](#).

The City of Victoria's [Tenant Assistance Policy](#) is intended to supplement the Residential Tenancy Act and offer additional support for tenants in buildings that are being considered for redevelopment. To review the full Tenant Assistance Policy and supporting documents, please refer to the City of Victoria's [website](#).

POLICY APPLICATION

If your plans to redevelop this property will result in a loss of residential rental units AND will require tenants to relocate out of the existing building(s), please submit a Tenant Assistance Plan with your application.

Do you have tenant(s) who have been residing in the building for more than one year, at the time when application is submitted? Yes No

If yes, tenants are eligible for support. Please complete the full form.

If no, please skip to and complete Appendix A: Occupant Information and Rent Roll.

When completing this form, please refer to the Tenant Assistance Policy guidelines for Market Rental and Non-Market Rental Housing Development. Please note that the form includes the required FOIPPA section 27(2) privacy notification which should be communicated to tenants.

APPLICANT: Please complete the following sections to confirm the details of the Tenant Assistance Plan:		CITY STAFF: Did applicant meet policy?
Compensation Please indicate how you will be compensating the tenant(s). Please specify whether option 1 or 2 will be provided, and whether at existing rents or CMHC average rates. (See Policy Section 4.1 or 5.1)	Option 1: Aryze will provide CMHC average rent for Victoria for the number of months stipulated in Policy Section 4.1, plus one extra month (as per Aryze internal policy) for all applicants eligible under the City of Victoria Tenant Assistance Policy. Through this Plan, all eligible tenants will receive additional financial assistance over and above that which is stipulated by the Tenant Assistance Policy.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Moving Expenses Please indicate how the tenant(s) will receive moving expenses and assistance. Please specify whether option 1 or 2 will be offered. (See Policy Section 4.2)	Aryze will provide Option 2: Flat-rate compensation based on unit size as prescribed in Policy Section 4.2, plus \$250 per unit (as per Aryze internal policy), for a total of \$750.00 per studio or one bedroom and \$1000.00 per two-bedroom.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Relocation Assistance Please indicate how the tenant(s) will receive relocation assistance, including the staff responsible or whether a third-party will be involved. (See Policy Section 4.3 or 5.3)	We have engaged the services of a third-party Tenant Relocation Coordinator (details provided above) to assist in the relocation process.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Right of First Refusal Please indicate whether the applicant is offering right of first refusal to the tenant(s). Please indicate your reasoning. (See Policy Section 4.4 or 5.5).	All eligible tenants have been offered Right of First Refusal for the new development project, at 10% below market rent. All eligible tenants have been informed of this right, including those who have chosen to move out prior to approval of this Rezoning Application. Information on pricing for the apartments in the new development will be provided to tenants once it is available.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Tenants Requesting Additional Assistance Please indicate whether tenant(s) have requested additional assistance above policy expectations, and specify what additional assistance will be provided. (See Policy Section 6.0)	Tenants have requested addition assistance with direction towards external housing group in Victoria as well as rental options within Victoria.	Yes <input type="checkbox"/> No <input type="checkbox"/>

APPLICANT:

Please complete the following sections to confirm the details of the Tenant Assistance Plan:

<p>How and when did you inform tenants of the rezoning or development application? (Please refer to Policy Section 3.4)</p>	<p>Tenants were notified of the redevelopment by mail in September 2020, followed by a more detailed letter outlining the Tenant Assistance Policy in June 2021.</p>
<p>How will you be communicating to tenants throughout the rezoning or development application (including decisions made by Council)? (Please refer to Policy Section 3.4)</p>	<p>Communication will continue to be made through official notice through mail, email, and phone.</p>
<p>What kind of resources will you be communicating to your tenants and how will you facilitate tenants in accessing these resources? (Please see the City's website for a list of resources)</p>	<p>BC Housing, Greater Victoria Housing Society, Seniors Serving Senior, Together Against Poverty Society (TAPS), and Victoria Cool Aid Society. Communications shared website link as well as a description of the service each group provides. Additional help was offered upon request.</p> <p>Tenants also received multiple rental options alongside websites for further rental inquiries: Brown Brothers, Devon Properties, Permberton Holmes, Cornerstone Properties and Craigslist. Additional help was offered upon request.</p>

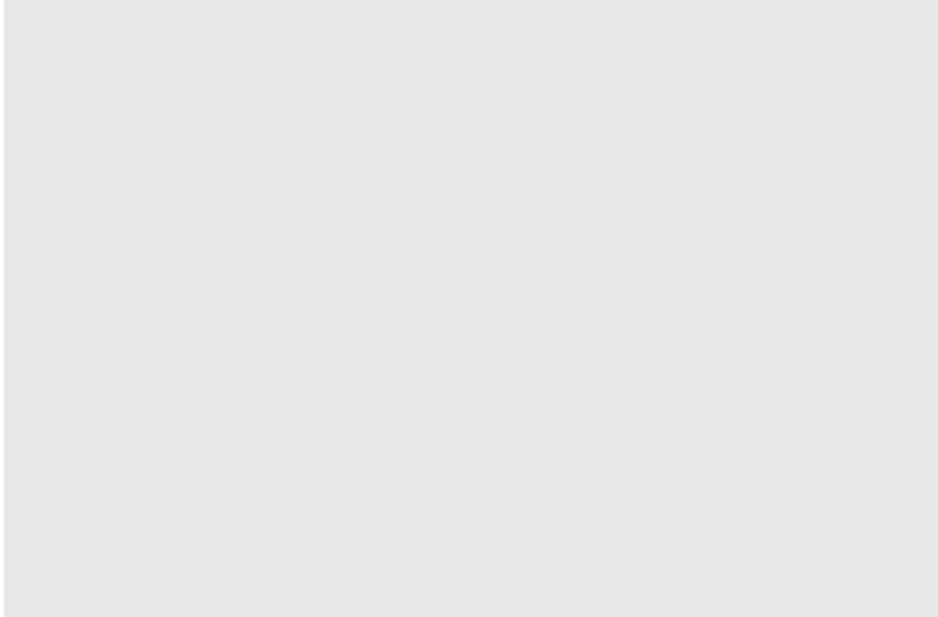
Other comments (if needed):

FINAL Tenant Assistance Plan Review - [For City Staff to complete]

Application reviewed by _____ (City Staff) on _____ (Date)

Did the applicant meet TAP policy? Yes No N/A

Staff comments on
final plan:

A large, empty grey rectangular box intended for staff to provide comments on the final plan.

[Appendices containing personal information redacted pursuant to s. 33, Freedom of Information and Protection of Privacy Act]

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:

DIMMA PACIFIC PROPERTIES LTD. (Incorporation No. 0459190)
7th Floor, 1175 Douglas Street
Victoria, BC V8W 2E1

(the "Owner")

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* 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 following lands in the City of Victoria, British Columbia:

822 Catherine Street
PID: 000-500-879
LOT C (DD 338654I), BLOCK N, SECTION 31, ESQUIMALT DISTRICT, PLAN 549

(the "Lands");
- D. The Owner has applied to the City to rezone the Lands to permit 31 housing units within the Development in rezoning application No. 00782 (the "**Rezoning**"), in accordance with this Agreement; and
- 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*.

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:

"**Business Day**" means Monday to Friday, other than any such day which is a statutory holiday in Victoria, British Columbia;

"**CPI**" means the All-items Consumer Price Index for Victoria, B.C. published from time to time by Statistics Canada, or its successor in function;

"**CMHC**" means the Canada Mortgage and Housing Corporation;

"**Development**" means the new 31-unit building consisting of residential housing and related facilities on the Lands that is proposed as part of the Rezoning;

"**Director**" means the person employed by the City as the Director of Sustainable Planning and Community Development Department and their successors in function and anyone acting under their respective authority;

"**Dwelling Units**" means any or all, as the context may require, of the approximately 31 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**" means any of such residential dwelling units located on the Lands;

"**Effective Date**" means the date as of which the City executes this Agreement;

"**Eligible Tenants**" means the tenants who are listed as residents in the Tenant Assistance Plan, in any of the existing units that will be demolished if the Development proceeds and are identified in the Tenant Assistance Plan as eligible for the benefits set out therein, and "**Eligible Tenant**" means any of them;

"**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;

"**Income**" means the total income before tax from all sources for each Non-owner;

"**Lands**" has the meaning ascribed in recital C;

"**Market Rent**" means CMHC's average rent for the City of Victoria for the same Unit Type, as identified in CMHC's most recent annual "Rental Market Report" prior to the Effective Date;

"**Median Household Income Limit**" means the annual maximum Income threshold for median income affordability targets that are determined from time to time by the City and published in the Victoria Housing Reserve Fund Guidelines. The parties agree that for 2022, the Median Household Income Limit is \$54,999;

"Median Income Term" has the meaning ascribed in section 2.2;

"Median Income Unit" means a Dwelling Unit that is designated as a median income unit in accordance with part 4.0 of this Agreement;

"Non-owner" means a person other than a Related Person or the Owner;

"Notice" has the meaning ascribed in section 8.1;

"Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands;

"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 12.3;

"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; and

"Rezoning" has the meaning ascribed in recital D;

"Subdivided Parcel" has the meaning ascribed in section 10.2;

"Suitable Unit" means a Dwelling Unit of a suitable Unit Type for all residents of the Dwelling Unit pursuant to the "Housing Suitability and the National Occupancy Standard" developed by CMHC;

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

"Tenant Assistance Plan" means the Owner's Tenant Assistance Plan submitted as part of the Rezoning, a copy of which is attached as Schedule "A";

"Unit Type" refers to the total number of bedrooms contained in the Dwelling Unit.

"Victoria Housing Reserve Fund" means the fund established by the City to fund housing projects;

"Victoria Housing Reserve Fund Guidelines" means the income and rental guidelines for affordable housing projects published by the City, as amended from time to time; and

"Victoria Housing Strategy" means the Victoria Housing Strategy 2016-2025 published by the City, as amended and replaced from time to time.

2.0 TERM

2.1 Subject to section 2.2, the term of this Agreement shall begin from the Effective Date and continue in perpetuity.

2.2 The obligations in part 4.0 shall be for a period of ten years beginning from the date the City issues an Occupancy Permit for the Development (the "**Median Income Term**").

3.0 DWELLING UNITS TO BE USED AND OCCUPIED ONLY AS RENTAL UNITS

3.1 The Owner covenants and agrees that the Dwelling Units shall only be used as rental housing for the Term 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.

4.0 MEDIAN INCOME HOUSING

4.1 The Owner covenants and agrees that during the Median Income Term:

- (a) a total of one studio and two x one-bedroom Dwelling Units shall be designated as Median Income Units and shall only be occupied and used as Median Income Units;
- (b) the combined annual household Income for the occupants of each Median Income Unit shall be no greater than the Median Household Income Limit. In the event that the City ceases to determine a maximum Income threshold for median income affordability targets in the Victoria Housing Reserve Fund Guidelines, and such determination is not replaced by a similar publication, then the Income limit with respect to a Median Income Unit shall be determined by reference to the last published maximum income threshold for median income affordability targets which shall be increased annually by an amount equal to the increase in the CPI commencing January 1 following the year the City ceased determining such target;
- (c) each of the Median Income Units shall only be occupied by a Non-owner or Non-owners; and
- (d) subject to Article 5.0, monthly rent for each Median Income Unit shall not exceed:
 - (i) \$1,050 for one-bedroom units,
 - (ii) \$1,300 for two-bedroom units, or
 - (iii) \$1,750 for three-bedroom units.

5.0 RENT ADJUSTMENTS

5.1 During the term of the tenancy, the monthly rent payable by the Non-owner(s) of the

Dwelling Units may be increased only by the amount permitted under the *Residential Tenancy Act* and any other applicable legislation.

6.0 RIGHT OF FIRST REFUSAL FOR EXISTING TENANTS

6.1 The Owner covenants and agrees to provide each Eligible Tenant with a right of first refusal to occupy a Suitable Unit in the Development following issuance of the Occupancy Permit, such offer to remain open for acceptance by Eligible Tenants for a period of no less than forty-five (45) days from the date of receipt of such offer by the Eligible Tenants, and with a starting rent no greater than the higher of:

- (a) twenty percent (20%) below the Market Rent, and
- (b) the Eligible Tenant's rent for the last month of their tenancy on the Lands prior to moving out to enable the construction of the Development,

such rent thereafter subject to the provisions of the *Residential Tenancy Act* as to rent increases.

6.2 For clarity, the below Market Rent stipulated in section 6.1 is not in accordance with the rent stipulated in the Tenant Assistance Plan, and this Agreement takes precedence notwithstanding the rent stated in the Tenant Assistance Plan.

6.3 The Owner covenants and agrees to provide all Eligible Tenants with the communication, compensation, relocation assistance, moving costs and assistance, and other benefits set out in the Tenant Assistance Plan, and to otherwise comply with and fulfill the terms and conditions set out in such Tenant Assistance Plan.

7.0 RIGHT OF FIRST REFUSAL FOR EXISTING TENANTS - PROCESS

7.1 The Owner covenants and agrees with the City as follows:

- (a) Within ninety (90) days of the Effective Date, the Owner will provide all Eligible Tenants with a copy of the Tenant Assistance Plan with Appendix A redacted, and provide them with written notification:
 - (i) of their right of first refusal to occupy a Suitable Unit at the greater of twenty percent (20%) below the Market Rent and the Eligible Tenant's rent prior to construction of the Development, as specified in the Tenant Assistance Plan;
 - (ii) of the Owner's anticipated date of applying for an Occupancy Permit; and
 - (iii) that Eligible Tenants who are interested in exercising their right of first refusal must respond to the Owner by a specified date, which shall not be less than forty-five (45) days from receipt of the notification, to provide their contact information.
- (b) Within the time frame of six (6) to eight (8) months prior to applying for any Occupancy Permit, the Owner will provide written notification to all Eligible Tenants who provided their contact information in accordance with subsection (a)(iii), and advise them of the Owner's anticipated date of applying for an Occupancy Permit.

- (c) No less than ninety (90) days prior to applying for any Occupancy Permit, the Owner will contact in writing all Eligible Tenants who provided their contact information in accordance with subsection (a)(iii), and
 - (i) provide the Eligible Tenant with a Tenancy Agreement for a Dwelling Unit, and
 - (ii) advise the Eligible Tenant:
 - (A) of the Unit Type of their Dwelling Unit;
 - (B) of the location of their Dwelling Unit within the Development;
 - (C) of the rent for their Dwelling Unit;
 - (D) of the availability date for their Dwelling Unit;
 - (E) that the Eligible Tenant has no less than forty-five (45) days from receipt of the notification to provide the Owner with the signed Tenancy Agreement, if they wish to accept the Dwelling Unit.

8.0 REPORTING

- 8.1 The Owner covenants and agrees to provide to the City's Director of Sustainable Planning and Community Development, within thirty (30) days of the Director's written request, a report in writing confirming the following:
 - (a) all Dwelling Units are being rented to Non-owners;
 - (b) all Dwelling Units are being rented in accordance with this Agreement;
 - (c) such other information as may be reasonably requested by the Director from time to time.
- 8.2 The Owner covenants and agrees to provide to the Director, prior to issuance of any Occupancy Permit, a solemn declaration sworn before a lawyer or notary including the following information, to the satisfaction of the Director:
 - (d) the names of all Eligible Tenants who have exercised their right of first refusal,
 - (e) each Eligible Tenant's Unit Type in the Development,
 - (f) the total number of occupants of each Dwelling Unit occupied by Eligible Tenants,
 - (g) each Eligible Tenant's rent for their Dwelling Unit, and
 - (h) the final tenant assistance report required pursuant to the Tenant Assistance Plan, along with such other information as may be requested by the Director from time to time.
- 8.3 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.

8.4 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.

9.0 NOTICE TO BE REGISTERED IN LAND TITLE OFFICE

9.1 Notice of this Agreement (the "Notice") will be registered in the Land Title Office by the City 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.

10.0 SUBDIVISION

10.1 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:

- (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.

10.2 Release of Notice. For certainty, if the portion of the Lands containing the Development is subdivided and any of the parcels created as a result of such subdivision do not contain any of the Dwelling Units (the "Subdivided Parcel"), then the Owner of such Subdivided Parcel may apply to the City to release the Notice from title to the Subdivided Parcel and the City agrees to execute and deliver a release of this Housing Agreement 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 requesting the release; and (c) the City will have a reasonable time within which to execute such release and return the same to the Owner or Owners for registration.

11.0 LIABILITY

11.1 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.

11.2 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.

12.0 GENERAL PROVISIONS

12.1 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 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

and in the case of the Owner, addressed to:

DIMMA PACIFIC PROPERTIES LTD.
7th Floor, 1175 Douglas Street
Victoria, BC V8W 2E1

Attention: Christopher Travis
Email: ctravis@pacificcoast.net

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 this Agreement.

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.

12.2 TIME. Time is of the essence of this Agreement.

- 12.3 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.
- 12.4 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.
- 12.5 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.
- 12.6 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.
- 12.7 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.
- 12.8 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
- 12.9 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.
- 12.10 ENTIRE AGREEMENT.** This Agreement when executed will set forth the entire agreement and understanding of the parties as at the date it is made.
- 12.11 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.
- 12.12 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.
- 12.13 LAW APPLICABLE.** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.
- 12.14 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.

12.15 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.


12.16 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.

12.17 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.

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: _____)

DIMMA PACIFIC PROPERTIES LTD., by its)
authorized signatory:)
)


Christopher Travis)
)
Date signed: June 21, 2022)