

CITY OF MISSION

BYLAW 6294-2024

A Bylaw to enter into a housing agreement under
Section 483 of the *Local Government Act*

WHEREAS, under the provisions of the *Local Government Act*, a Council may, by bylaw, enter into a housing agreement;

AND WHEREAS the owner of the lands located at 8863 Cedar Street, Mission, British Columbia, and legally described as:

Parcel Identifier: 011-272-074
Lot 3, Section 32, Township 17, New Westminster District Plan 7896
(the "**Land**");

wishes to enter into a housing agreement in order to secure use of the Land for affordable rental housing;

AND WHEREAS the Council of the City of Mission wishes to enter into a housing agreement in order to secure use of the Land for affordable rental housing;

NOW THEREFORE the Council of the City of Mission, in open meeting assembled, ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "City of Mission Housing Agreement – 8863 Cedar Street 6294-2024."
2. Council hereby authorizes the City to enter into the *Local Government Act* section 483 housing agreement, as shown on Schedule "1" (the "Housing Agreement") attached to and forming part of this Bylaw.
3. The Mayor and the Corporate Officer of the City are authorized to execute the Housing Agreement and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by the *Local Government Act*.

READ A FIRST TIME this __ day of ____, 202x

READ A SECOND TIME this __ day of ____, 202x

READ A THIRD TIME this __ day of ____, 202x

ADOPTED this __ day of ____, 202x

PAUL HORN
MAYOR

JENNIFER RUSSELL
CORPORATE OFFICER

SCHEDULE “1”

TERMS OF INSTRUMENT – PART 2

Housing Agreement and Covenant

THIS AGREEMENT is dated for reference as of the last date of execution by a party to this agreement (the “Reference Date”),

BETWEEN:

CITY OF MISSION of 8645 Stave Lake Street, Mission, B.C., V2V 4L9

(the “City”)

AND:

XXXXXXXXXXXXXX

(the “Owner”)

WHEREAS:

A. The Owner is the registered owner of the Lands legally described as:

XXXXXXXXXXXXXXXXXXXX

B. The Owner applied for an amendment to the City of Mission Zoning Bylaw to rezone the Lands to permit the construction of an condo development with 225 Dwelling Units (the “Development”);

C. The Zoning Bylaw permits the Lands to be developed with a higher density if the Owner enters into a housing agreement with the City that requires that, at least 10% of the Dwelling Units on the Lands be designated as Affordable Housing Units, in accordance with the City’ Affordable Housing Strategy;

D. Section 483 of the *Local Government Act*, permits municipalities to enter into a housing agreement with an owner regarding the occupancy of the housing units, including the form of tenure, the availability of units, the administration and the rents;

C. Section 219 of the *Land Title Act* permits registration of a covenant in favour of a municipality in respect of the use of land or the use of a building on or to be erected on land and that land is or is not to be built on except in accordance with the covenant and that land is not to be subdivided except in accordance with the covenant;

E. The Owner and the City wish to enter into this Agreement to require that twenty-three (23) Dwelling Units on the Lands will be Affordable Housing Units and forty-five (45) Adaptable Dwelling Units will be Adaptable Dwelling Units during the Term. This Agreement is a housing agreement under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*; and

F. The City has, by bylaw, authorized the execution of this Agreement and the Owner has duly authorized and executed this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of \$10.00 paid by the City to the Owner (the receipt of which is acknowledged by the Owner) and in consideration of the promises exchanged below, the City and the Owner covenant and agree as follows:

1.0 DEFINITIONS AND INTERPRETATION

a. Definitions

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

- (a) **“Adaptable Dwelling Unit”** means a Dwelling Unit that is constructed to meet the requirements of the 2018 BC Building Code for Adaptable Dwelling Units.
- (b) **“Affordable Housing Strategy”** means the City of Mission Affordable Housing Policy LAN.61, as amended or replaced from time to time;
- (c) **“Affordable Rent”** means rent that does not exceed 30% of the Housing Income Limits (HILs) for the applicable type of dwelling unit, published from time to time by BC Housing or a successor in function. The Affordable Rent will be based on the most recent HILs available in the year a Tenancy Agreement is signed with a new tenant;
- (d) **“Affordable Housing Unit”** means a Dwelling Unit that is rented to Eligible Tenants at Affordable Rent, and in connection with the Development includes twenty-three (23) Dwelling Units in the location and configuration shown in Schedule A;
- (e) **“Agreement”** means this agreement and includes all recitals, instruments, schedules, and amendments thereto;
- (f) **“Building”** means any building or buildings constructed on the Lands, forming part of the Development;
- (g) **“CPI”** means the All-Items Consumer Price Index for Vancouver, B.C. published from time to time by Statistics Canada, or its successor in function;
- (h) **“Daily Amount”** means \$100.00 per day as of January 1, 2021 adjusted thereafter by an amount determined by multiplying \$100.00 by the percentage change in the CPI from January 1, 2021 to January 1 of the year that a written notice is delivered to the Owner by the City pursuant to section 5.2;
- (i) **“Development”** has the meaning assigned to that term in Recital B;
- (j) **“Dwelling Unit”** has the same meaning as set out in the Zoning Bylaw;
- (k) **“Eligible Tenant”** means a Family having a cumulative gross annual income from all sources that does not exceed Housing Income Limits (HILs) published from time to time by BC Housing or a successor in function;
- (l) **“Family”** has the same meaning as set out in the Zoning Bylaw;
- (m) **“Lands”** has the meaning set out in Recital A, as may be subdivided from time to time;

- (n) **“Occupancy Date”** means the date on which the final occupancy permit is issued for the last of the Affordable Housing Units constructed or to be constructed on the Lands;
- (o) **“Records”** means all documentation relating to the use and occupation of the Lands and Buildings including tenancy agreements, information confirming Eligible Occupant status, books of account and receipts;
- (p) **“Rental Purpose”** means an occupancy or intended occupancy which is or would be governed by a tenancy agreement as defined in Section 1 of the *Residential Tenancy Act*, as amended or replaced from time to time;
- (q) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, the Building, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of “cooperative interests” or “shared interests in land” as defined in the *Real Estate Development Marketing Act*;
- (r) **“Tenancy Agreement”** means a tenancy agreement pursuant to the *Residential Tenancy Act* that is regulated by the *Residential Tenancy Act*;
- (s) **“Term”** has the meaning set out in section 2.1;
- (t) **“Transition Plan”** means a written document that includes a minimum of three comparable housing options within the City boundaries for Eligible Tenants of Affordable Housing Units with the applicable monthly rental rates, and documented consideration of Dwelling Unit size, proximity to transit, accessibility needs, pet friendliness and any other unique need of that particular Eligible Tenant; and
- (u) **“Zoning Bylaw”** means the City of Mission Zoning Bylaw No. 5949-2020 as amended or replaced from time to time.

b. Interpretation

In this Agreement:

- (a) words importing the singular number include the plural and vice versa and words importing the neuter gender include the masculine and the feminine genders;
- (b) the division of this Agreement into articles and sections and the insertion of headings are for convenience only and will not affect the construction or the interpretation of this Agreement;
- (c) references to any article, section or schedule will, unless the context otherwise requires, mean that article, section or schedule of this Agreement;
- (d) every reference to each party is deemed to include the heirs, executors, administrators, personal representatives, successors, servants, employees, agents, contractors, officers, licensees and invitees of such party, wherever the context so requires or allows;
- (e) the words “include” and “including” are to be construed as meaning “include without limitation” and “including without limitation”;

- (f) all payments to be made will be deemed to be payments in lawful currency of Canada;
- (g) reference to “business day” means all days other than Saturday, Sunday and statutory holidays in the Province of British Columbia;
- (h) reference to “party” and “parties” means the one or more parties to this Agreement, as the context demands;
- (i) reference to a whole, for example, the “Lands” and the “Development”, includes reference to a portion thereof; and
- (j) unless expressly stated otherwise, all references to enactments refer to enactments of the Province of British Columbia, as amended or replaced from time to time. All reference to bylaws and policies refers to the bylaws and policies of the City, as amended or replaced from time to time.

c. Acknowledgements

The Owner acknowledges and agrees that:

- (a) except as expressly provided, nothing in this Agreement will relieve the Owner from any obligation or requirement arising under any applicable statute, by-law or regulation in respect of the use, subdivision and development of the Lands;
- (b) nothing contained or implied in this Agreement will prejudice or affect the City’s rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act*, the *Community Charter* or other statutes, bylaws, orders and regulations; and
- (c) all obligations of the Owner under this Agreement will be at the cost of the Owner.

2.0 TERM AND TERMINATION

2.1 Term

This Agreement will commence on the Reference Date and will continue until the earlier of the following:

- (a) the XX anniversary of the Occupancy Date; and
- (b) the date this Agreement is terminated in accordance with sections 2.2 or 6.2(a)(3).

(the “Term”).

2.2 Demolition of Building

- (a) The Owner will not demolish any Affordable Housing Unit unless:
 - (1) the Owner has obtained the written report of a professional engineer or professional architect that the Affordable Housing Unit poses a safety risk to occupants and that it is no longer reasonable or practical to repair or replace any structural component of the

Affordable Housing Unit, and the Owner has delivered to the City a copy of the engineer's or architect's report; or

- (2) the Affordable Housing Unit is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the City in its sole discretion;

and, in each case, a demolition permit for the Affordable Housing Unit has been issued by the City and the Affordable Housing Unit will be demolished in accordance with that permit.

- (b) Should a demolition permit be issued in accordance with section 2.2(a), the Owner will provide a comparable Affordable Housing Unit for all Eligible Tenants whose tenancy is terminated, by any combination of the following:

- (1) enter into a new Tenancy Agreement for a comparable Affordable Housing Unit in another Building on the Lands, on the same terms or more Affordable Rent than the Affordable Housing Unit being demolished; or
- (2) make other arrangements in writing for the Eligible Tenant's temporary accommodation within the City boundaries, while the Affordable Housing Unit is being rebuilt or repaired on the same terms or more Affordable Rent than the Affordable Housing Unit being demolished, and for the Eligible Tenant's return to their original Affordable Housing Unit under the terms of the existing Tenancy Agreement following completion of the rebuild or repair of the Affordable Housing Unit.

- (c) This Agreement will terminate immediately upon the demolition, removal or destruction of the Building, provided that the Building is not repaired following the destruction.

2.3 Effect of Termination

After the termination of this Agreement, this Agreement will be at an end and of no further force and effect, except as expressly set out in section 3.5. The City will discharge the notation of this Agreement and the covenant (the "Affordable Housing Units Discharges") forming part of this Agreement from title to the Lands, provided that:

- (a) the Owner has requested the Affordable Housing Units Discharges in writing;
- (b) the Owner's lawyer has prepared the Affordable Housing Units Discharges in the form registrable in the Land Title Office; and
- (c) the Owner will be fully responsible for all costs associated with the City's review and execution of the Affordable Housing Units Discharges in the Land Title Office (including legal fees and disbursements);
- (d) the Owner will be responsible to file the Affordable Housing Units Discharges in the Land Title Office;

3.0 SECTION 219 COVENANT

3.1 Grant

The Owner hereby covenants and agrees with the City, as a covenant in favour of the City pursuant to Section 219 of the *Land Title Act*, it being the intention and agreement of the Owner that the provisions in this Agreement be annexed to, and run with and be a charge upon the Lands, that:

Construction

- (a) No Building will be constructed on the Lands and the City will have no obligation to issue a building permit in respect to any Building unless the Building contains at least twenty-three (23) Affordable Housing Units, and forty-five (45) Adaptable Dwelling Units in the location and configuration acceptable to the City, materially as shown on Schedule A.
- (b) The Affordable Housing Units constructed on the Lands will, at the minimum, meet or exceed the following requirements, to the satisfaction of the City:
 - (1) all Affordable Housing Units will be in the location and configuration, and having the dimensions of, materially as shown on Schedule A; and
 - (2) all Affordable Housing Units will be XXXXXXXX Dwelling Units.
- (c) The Adaptable Dwelling Units constructed on the Lands will, at the minimum, meet or exceed the following requirements, to the satisfaction of the City:
 - (1) All of the Adaptable Dwelling Units will be in the location and configuration, and having the dimensions of materially as shown on Schdule A; and
 - (2) All Adaptable Dwelling Units will be XXXXXX

Occupancy and Use

- (d) The Lands and the Building will not be used or occupied for residential purpose, and the City will have no obligation to issue an occupancy permit, unless at least twenty-three (23) Affordable Housing Units and forty-five (45) Adaptable Dwelling Units have been constructed on the Lands in accordance with this Agreement.
- (e) The Lands and the Building will be used only in accordance this Agreement.

Subdivision and Single Site Disposition – RESTRICTS DEALINGS

- (f) The Land and the Building will not be Subdivided in any manner unless the Owner has constructed the Affordable Housing Units on the Lands in accordance with this Agreement.
- (g) The Lands and the Building will not be Subdivided such that one or more Affordable Housing Units form their own air space parcel, separate from other Dwelling Units, without the prior written consent of the City.

- (h) The Affordable Housing Units will not be sold or transferred separately from each other, such that all Affordable Housing Units will always have the same registered and beneficial owner.

3.2 Indemnity

As an indemnity pursuant to section 219(6) of the *Land Title Act*, the Owner will indemnify and save harmless the City and each of its elected officials, officers, directors, and agents, and their respective heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

- (a) any act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (b) the Owner's construction, maintenance, ownership, lease, operation, management or financing of the Lands, the Development, the Building, or any Affordable Housing Unit;
 - (c) any breach of this Agreement by the Owner; and
 - (d) the exercise by the City of any of its rights under this Agreement,
- without any exceptions.

3.3 Release

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

- (a) any act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
 - (b) the Owner's construction, maintenance, ownership, lease, operation, management or financing of the Lands, the Development, the Building, or any Affordable Housing Unit;
 - (c) any breach of this Agreement by the Owner; and
 - (d) the exercise by the City of any of its rights under this Agreement,
- without any exceptions.

3.4 Impact on Market Value

Without limiting sections 3.2 and 3.3, the Owner acknowledges and agrees that no compensation is payable, and the Owner is not entitled to and will not claim any compensation from the City, for any decrease in the market value of the Lands or for any obligations on the part of the Owner and its successors in interest or title which at any time results directly or indirectly from the existence, registration, or operation of this Agreement.

3.5 Release and Indemnity Survival

The release and indemnity in sections 3.2, 3.3 and 3.4 will survive the termination or expiration of this Agreement and the release of this Agreement from title to the Lands.

4.0 USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

4.1 Rent and Tenure

- (a) The Owner will not use or occupy the Affordable Housing Units except for Rental Purpose.
- (b) The Owner will not lease, rent, license or permit occupancy of an Affordable Housing Unit except as follows:
 - (1) to an Eligible Tenant;
 - (2) at Affordable Rent;
 - (3) as a permanent residence; and
 - (4) pursuant to a Tenancy Agreement.
- (c) For the purposes of this Agreement, “**permanent residence**” means that the Affordable Housing Unit is used as the usual, main, regular, habitual, principal residence, abode or home of the Eligible Tenant.
- (d) The Owner will ensure that the number of individuals who permanently reside in an Affordable Housing Unit must be equal to or less than the number of individuals the City’s building inspector determines may reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the City in any bylaws of the City.
- (e) The Tenancy Agreement will identify all occupants of the Affordable Housing Unit and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Affordable Housing Unit for more than 30 consecutive days or more than 45 days total in any calendar year.
- (f) To determine financial eligibility of a prospective tenant, the Owner may reasonably rely on information provided by the prospective tenant. Unless the Owner’s reliance is unreasonable, negligent or in wilful misconduct, the Owner will have no liability nor will have breached this agreement if the prospective tenant intentionally or unintentionally provides inaccurate information. The Owner will have no obligation to monitor or update financial circumstances of the tenant once the Tenancy Agreement has been signed.
- (g) The Owner will not permit the Affordable Housing Unit to be subleased, or the Tenancy Agreement to be assigned, except if required under the *Residential Tenancy Act*.
- (h) The Owner will not itself occupy any of the Affordable Housing Units.
- (i) The Owner will not require occupants of the Affordable Housing Units to pay any of the following:

- (1) move in or move out fees;
- (2) strata fees;
- (3) strata property contingency reserve fees;
- (4) special levies imposed in connection with strata;
- (5) extra fees for use of parking assigned for the exclusive use of the Affordable Housing Units;
- (6) extra fees or charges for use of common property, limited common property or other common property, facilities or amenities;
- (7) extra fees or charges for use of sanitary sewer, storm sewer or water;
- (8) property taxes or similar taxes,

provided that if an Affordable Housing Unit is a strata unit and the following costs are not part of a strata or similar fees, the Owner may charge the following in addition to the Affordable Rent:

- (9) providing cable television, telephone, other telecommunications, or electricity fees; and
- (10) installing electric vehicle charging infrastructure (in excess of that pre-installed by the Owner at the time of Building construction) by or on behalf of the tenant; and
- (11) provided that the requirement is the same as the other Dwelling Units:
 - (i) pet security deposit; and
 - (ii) security deposit and fees for the use of a guest suite;
- (j) The Owner will ensure that occupants of Affordable Housing Units will have full access to and use of all common indoor and outdoor facilities in the Building, on the same terms and conditions as occupants of other Dwelling Units.
- (k) The Owner will ensure that occupants of Affordable Housing Units will have equal access to parking stalls assignable for exclusive use of residential occupants of the Building.
- (l) If the Owner has terminated the Tenancy Agreement, then the Owner will use commercially reasonable efforts to cause the tenant and all other persons that may be in occupation of the Affordable Housing Unit to vacate the Affordable Housing Unit on or before the effective date of termination.
- (m) The Owner will attach a copy of this Agreement to every Tenancy Agreement.

4.2 Rent Increase

Affordable Rent for the Affordable Housing Unit will be determined at the time of entering into a Tenancy Agreement. Rent amounts for the existing tenant may be subsequently increased by the permitted annual rent increase then set under the *Residential Tenancy Act*.

4.3 Operation and Management

- (a) The Owner will be fully responsible for complying with all applicable laws and regulations, including the *Residential Tenancy Act*.
- (b) The Owner will be fully responsible for the management and administration of the Affordable Housing Units, and all associated costs.
- (c) The Owner will furnish good and efficient management and operation of the Development, the Building and the Affordable Housing Units and will permit representatives of the City to inspect the Development, the Building and the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*.
- (d) The Owner will maintain the Development, the Building and the Affordable Housing Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.
- (e) The Owner will not assign or delegate management and operation of the Affordable Housing Units to any entity, except with the prior written consent of the City, which consent will not be unreasonably withheld. In considering whether to provide consent, the City will be entitled to consider (without being exhaustive) whether the proposed entity is a society or a non-profit organization experienced in providing affordable housing. Notwithstanding the foregoing, the Owner may assign or delegate management and operation of the Affordable Housing Units to a duly licenced property manager in the Province of British Columbia, which property manager will manage and operate the Affordable Housing Units strictly in compliance with the terms of this Agreement.
- (f) The Owner will prepare a Transition Plan for all Eligible Tenants occupying Affordable Housing Units and provide the City a copy of the Transition Plan not less than 12 months before the effective date of termination or expiration of this Agreement, and the Transition Plan must be approved by the City in writing.

4.4 City Inquiries and Inspections

- (a) At the request of the City, the Owner will deliver to the City:
 - (1) such Records as the City may reasonably require confirming that a tenant is an Eligible Tenant under this Agreement; and
 - (2) a report in writing confirming that all Affordable Housing Units that are rented at the time are being rented in accordance with this Agreement, together with such other information as may be reasonably requested by the City from time to time.
- (b) The Owner hereby irrevocably authorizes the City to make such inquiries as the City reasonably considers necessary in order to confirm the Owner is complying with this Agreement.
- (c) The Owner will permit representatives of the City to inspect the Development, the Building and the Affordable Housing Units for compliance with this Agreement at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*.
- (d) The Owner will retain all Records that pertain to its obligations under this Agreement for not less than seven (7) years following the date of receipt or production of the Records.

- (e) The City will have the right to inspect the Records including the right to enter any premises used by the Owner to keep or store the Records at any time after the delivery of notice to the Owner, and will have the immediate right to make extracts from and take copies of the Records.

4.5 Strata Corporation is Subject to Agreement

- (a) This Agreement will be binding upon all strata corporations (“**Strata Corporations**”) created upon the strata title Subdivision of the Lands or any Subdivided parcel of the Lands. Concurrent with the registration of the Strata Plan of the Lands and the establishment of the Strata Corporation, the Owner will secure from such Strata Corporation an assumption agreement in favour of the City, pursuant to which the Strata Corporation will assume all of the obligations, liabilities and covenants of the Owner pursuant to this Agreement.
- (b) Any Strata Corporation bylaw which prevents, restricts, or abridges the right to use the Affordable Housing Units as affordable rental housing will have no force and effect.
- (c) No Strata Corporation will pass any bylaws preventing, restricting, or abridging the use of the Affordable Housing Units as rental housing.
- (d) No Strata Corporation will pass any bylaw which purports to restrict access to tenants of Affordable Housing Units to all common property, or other common areas, facilities, and indoor and outdoor amenities, regardless of whether the Lands or the Building are Subdivided or stratified.

5.0 DEFAULT AND REMEDIES

5.1 Notice

The City may, acting reasonably, give to the Owner a written notice (the “**Notice**”) requiring the Owner to cure a default under this Agreement within 30 days of receipt of the Notice or such longer period as may reasonably be required to cure such default provided the Owner is diligently pursuing same. The Notice must specify the nature of the default. The Owner must act with diligence to correct the default within the time specified.

5.2 Daily Amount

If the Owner fails to correct a default as contemplated in section 5.1, the Owner will pay to the City, within 30 days of receiving a written request by the City, the Daily Amount for every day that the default continues. The Daily Amount will be increased on January 1 of each year by an amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase in the CPI during the immediately preceding calendar year. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the City for the same. This section is without prejudice to any other remedy available to the City under this Agreement and at law or in equity.

5.3 Damages Inadequate

Notwithstanding section 5.2, the Owner acknowledges and agrees that in case of a breach of this Agreement which is not fully remediable by the mere payment of money and promptly so remedied, the harm sustained by the City and to the public interest will be irreparable and not susceptible of adequate monetary compensation.

5.4 No Remedy is Exclusive

No remedy under this Agreement is deemed to be exclusive but will, where possible, be cumulative with all other remedies available under this Agreement, at law or in equity.

6.0 GENERAL

6.1 Registration and Strata Subdivision

The Owner acknowledges and agrees that:

- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
- (b) if required by the City, the Owner will cause the registration of the section 219 covenant contained in this Agreement in priority to all financial charges and encumbrances (including mortgages, assignments of rents, liens, options to purchase, leases and rights of first refusal);
- (c) this Agreement will be registered as a charge on title to the Lands, pursuant to section 219 of the *Land Title Act*, and will be noted as a notation on title to the Lands pursuant to section 483 of the *Local Government Act*;
- (d) if the Lands or the Building on the Lands is Subdivided pursuant to the *Strata Property Act*, this Agreement will remain on title to the common property sheet of the strata corporation stored in the Land Title Office and on title to the Affordable Housing Units;
- (e) at the request of the Owner, concurrently with filing the strata plan Subdividing the Lands or the Building in accordance with section 6.1(d), the City will partially discharge the covenant and the notation (the “Dwelling Units Discharges”) associated with this Agreement from all strata lots that are not the Affordable Housing Units designated and constructed pursuant to this Agreement, provided that:
 - (1) the Owner’s lawyer has prepared the Dwelling Units Discharges in the form registrable in the Land Title Office; and
 - (2) the Owner will be fully responsible for all costs associated with the City’s review and execution of the Dwelling Units Discharges in the Land Title Office (including legal fees and disbursements); and
 - (3) the Owner’s lawyer will be fully responsible to file the Dwelling Units Discharges concurrently with the filing of the Strata Plan for the Lands.
- (f) if the Lands or the Building are Subdivided in any manner other than as contemplated in section 6.1(d), this Agreement will remain on title to all interests into which the Lands are Subdivided, unless otherwise agreed to by the City in writing in advance.

6.2 Miscellaneous

- (a) The Owner and the City agree that:

- (1) this Agreement is entered into only for the benefit of the City;
 - (2) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the Lands, the Development, the Building, or any Affordable Housing Unit; and
 - (3) the City may at any time execute a release and discharge of this Agreement, without liability to anyone for doing so, and without obtaining the consent of the Owner.
- (b) This Agreement burdens and runs with the Lands and any part into which any of them may be Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its successors and assigns, and all persons who acquire an interest in the Lands after the date of this Agreement. Without limiting the foregoing, the Owner will not be liable for any breach of any covenant, promise or agreement herein in respect of any portion of the Lands sold, assigned, considered or otherwise disposed of, occurring after the Owner has ceased to be the owner of the Lands.
 - (c) The covenants and agreements on the part of the Owner in this Agreement have been made by the Owner as contractual obligations as well as being made pursuant to section 483 of the *Local Government Act* and as a covenant pursuant to section 219 of the *Land Title Act*.
 - (d) The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.
 - (e) 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 will not be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
 - (f) The City is not obligated to inspect the Lands or to otherwise ensure compliance with this Agreement, nor is the City obligated to remedy any default of this Agreement. A failure by the City to enforce this Agreement will not constitute a waiver of any of the City's rights herein.
 - (g) If a Court of competent jurisdiction finds that any part of this Agreement is invalid, illegal, or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
 - (h) All notices, demands, or requests of any kind, which a party may be required or permitted to serve on another in connection with this Agreement, must be in writing and may be served on the other parties by registered mail, or by personal service, to the following address for each party:

City of Mission: at 8645 Stave Lake Street, Mission, B.C., V2V 4L9

Owner: At the address set out on the registered title to the Lands, from time to time.

Service of any such notice, demand, or request will be deemed complete, if made by registered mail, 72 hours after the date and hour of mailing, except where there is a postal service disruption during such period, in which case service will be deemed to be complete only upon actual delivery of the notice, demand or request; and if made by personal service, upon

personal service being effected. Any party, from time to time, by notice in writing served upon the other parties, may designate a different address or different or additional persons to which all notices, demands, or requests are to be addressed.

- (i) Upon request by the City, the Owner will promptly do such acts and execute such documents as may be reasonably necessary, in the opinion of the City, to give effect to this Agreement.
- (j) This Agreement will enure to the benefit of and be binding upon each of the parties and their successors and permitted assigns.
- (k) If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- (l) This Agreement, and any documents signed by the Owner contemplated by this Agreement, represents the whole agreement between the City and the Owner, and there are no warranties, representations, conditions or collateral agreements made by the City or the Owner except as set forth in this Agreement.
- (m) Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the City or give the Owner any authority to bind the City in any way.
- (n) This Agreement can be signed in counterpart and delivered electronically.

IN WITNESS WHEREOF, the parties have executed the Form C to which this Agreement is attached to these Term of Instrument.