

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 3032

A Bylaw to amend Bylaw, 2018, No. 2937, being a Housing Agreement pursuant to section 483 of the *Local Government Act*

WHEREAS the Township of Esquimalt has received an application to amend a housing agreement from the new owner of the Lands for a different development proposal than was proposed, but not completed by the previous owner that rezoned the Lands and entered into a Housing Agreement;

AND WHEREAS Section 483 of the *Local Government Act* as amended empowers the Council of the Township of Esquimalt to enter into a housing agreement, and to amend such agreement thereafter.

NOW, THEREFORE, the Municipal Council of the Township of Esquimalt, in open meeting assembled, enacts as follows:

1. The Township of Esquimalt is hereby authorized and empowered to amend the housing agreement authorized by "HOUSING AGREEMENT (669 Constance Avenue) BYLAW, 2018, NO. 2937" in the form attached hereto as Schedule "A", being a mark-up version showing the changes to the original Housing Agreement, and Schedule "B", being the updated and consolidated Housing Agreement, and forming part of this Bylaw with the following party:

CONSTANCE669 DEVELOPMENTS LTD., Inc. No. BC1286123
10 Roseview Drive NW
Calgary, Alberta T2K 1N7

(the "Owner")

And with respect to this certain parcel or tract of land and premises, situate, lying and being in the Township of Esquimalt, in the Province of British Columbia, and being more particularly known and described as:

PID: 030-431-026
LOT 1 SUBURBAN LOT 43 AND 44 ESQUIMALT DISTRICT PLAN,
EPP76107

(the "Lands")

2. The Mayor and the City's Corporate Officer are hereby empowered to execute the Housing Agreement Amendment on behalf of the Township of Esquimalt.
3. This Bylaw may be cited as "HOUSING AGREEMENT (669 Constance Avenue) BYLAW, 2018, NO. 2937; Amendment Bylaw [No.1], 2021, No. 3032".

READ A FIRST TIME this day of , 2021.

READ A SECOND TIME this day of , 2021.

READ A THIRD TIME this day of , 2021.

ADOPTED this day of , 2021.

BARBARA DESJARDINS
MAYOR

RACHEL DUMAS
CORPORATE OFFICER

SCHEDULE A to Bylaw - Mark-Up of Original Housing Agreement

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

THIS AGREEMENT is made the _____ day of _____, 2021,
*the day signed by the Township after the
adoption of the bylaw authorizing the Agreement.*

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT
1229 Esquimalt Road
Esquimalt, BC V9A 3P1
(the "TOWNSHIP")

AND

CONSTANCE669 DEVELOPMENTS LTD., INC.NO. BC1286123
10 Roseview Drive NW
Calgary, Alberta T2K 1N7
(the "OWNER")

RECITALS:

A. Under section 483 of the *Local Government Act*, R.S.B.C. 2015 c.1 ("LGA") the Township 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 those lands with a current civic address of 669 Constance Avenue in the Township of Esquimalt in Province of British Columbia, and legally described as:
PID: 030-431-026
LOT 1 SUBURBAN LOTS 43 AND 44 ESQUIMALT DISTRICT PLAN EPP76107
(the "Lands");

Author 2021-6-22 6:27 PM
Deleted: .

Author 2021-6-22 5:07 PM
Deleted: 18

Author 2021-6-22 5:07 PM
Deleted: June

Author 2021-6-22 5:07 PM
Deleted: 18

Author 2021-6-22 5:07 PM
Deleted: .

Author 2021-6-22 5:09 PM
Formatted: Justified

Author 2021-6-22 5:08 PM
Deleted: STANDINGSTONE DEVELOPMENTS LTD. INC.NO. BC0776378 .

Author 2021-6-22 5:08 PM
Deleted: 1920 - 10020 101A Avenue .

Author 2021-6-22 5:08 PM
Deleted: Edmonton, Alberta T5J 3G2 .

Author 2021-6-22 5:09 PM
Formatted: Centered

Author 2021-6-22 5:09 PM
Deleted: .

Author 2021-6-22 6:27 PM
Formatted: Font:8 pt

Author 2021-6-22 5:16 PM
Formatted: Indent: First line: 1 cm

Author 2021-6-22 5:16 PM
Deleted: .

Author 2021-6-22 5:17 PM
Deleted: 1090409-2

- C. The previous owner has submitted an application to the Township to rezone the Lands from RM-4 [Multiple Family Residential] and RM-1 [Low Density Townhouse Multiple Family Residential] to CD No.107 [Comprehensive Development District No. 107] further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2915 ("Rezoning Bylaw"), and acknowledged that it is in the public interest that the use and occupation of the Lands be limited. The current Owner acknowledges that the Housing Agreement is binding on them per section 483(6) of the LGA, and has requested an amendment to the Housing Agreement given the Owner's intent to construct a 6 storey, 83 residential unit, including ten (10) designated units with accessibility features and six (6) affordable housing units, multiple family, residential rental building ("Constance House"), which building is intended to include a glass enclosed 18 foot lobby, underground parking consisting of 83 spaces, and Dwelling Units which will be available for rental purposes (collectively, the "Proposed Development");
- D. The Owner and the Township wish to enter into this Agreement, as amended, as a Housing Agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner with respect to the matters noted herein (the "Agreement" or "Housing Agreement"), the parties acknowledging that Notice of this Housing Agreement will be placed on title to the Lands and will be binding on future owners in accordance with LGA s.483(6).

Author 2021-6-22 5:10 PM

Deleted: Owner

Author 2021-6-22 5:10 PM

Deleted: acknowledges

Author 2021-6-22 5:11 PM

Deleted: ,

Author 2021-6-22 5:11 PM

Deleted: in particular

Author 2021-6-22 5:12 PM

Deleted: 12

Author 2021-6-22 5:12 PM

Deleted: mass timber,

Author 2021-6-22 5:12 PM

Deleted: prefabricated,

Author 2021-6-22 5:14 PM

Deleted: Corvette Landing

Author 2021-6-22 5:14 PM

Deleted: multiple purpose room and amenity space located at grade off Admirals Road and situated above mechanical and storage areas, 3 levels of

Author 2021-6-22 5:15 PM

Deleted: or owner-occupied

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. DEFINITIONS

- 1.1. Unless otherwise stated, the definitions of the Township's ZONING BYLAW, 1992, NO. 2050 ("Zoning Bylaw"), apply to this Agreement.
- 1.2. The following words and terms have the following meanings:
- (a) "Affordable Rent" means a rent that is no more than 30% of the gross annual income for households at or below the BC Housing Income limits for the Victoria region, as determined by size of unit;
 - (b) "Affordable Units" means those six (6) Dwelling Units occupied by households with a gross annual income at or below BC Housing Income Limits for the Victoria region as contemplated by this Agreement and identified in Schedule C;

- (c) *“Designated Units” means the 10 Dwelling Units identified in Schedule A, each to be occupied by an Individual with Special Needs;*
- (d) *“Dwelling Units” means the units dedicated to or used for residential uses; and*
- (e) *“Housing Income Limits” or “HIL” means the income required to pay the average market rent for an appropriately sized unit in the private market, as determined by BC Housing.*
 - (i) *If HIL is not determined or published in any given year, the parties agree the most recent year of publication shall be used, subject to such reasonable adjustments as agreed between the parties, with or without modification to this Agreement;*
 - (ii) *For information purposes, the 2018 Housing Income Limits for the Victoria region, by size of unit, are as follows:*
 - *Bachelor: \$34,500*
 - *1 Bedroom: \$39,800*
 - *2 Bedrooms: \$51,700*
 - *3 Bedrooms: \$74,300*
- (f) *“Individual with Special Needs” means an individual who requires additional or specialized services or accommodations by reason of one or more difficulties such as physical, emotional, behavioral, developmental, or otherwise, as evidenced in writing by the appropriate Federal or Provincial ministry or agency.*

2. RENTAL UNITS ONLY

- 2.1. *The Owner covenants and agrees that the building it constructs upon the Lands will contain rental residential Dwelling Units which:*
 - (a) *must only be used and occupied for residential purposes in accordance with Township zoning;*
 - (b) *must not be restricted as to their availability for rent by non-owners. For greater clarity, short term rentals, short term licenses, tourist accommodations and similar short term occupations may be restricted, as they are not permitted uses under the Zoning Bylaw; and*
 - (c) *must not be occupied by any registered owner.*
- 2.2. *The Owner covenants and agrees that the Development will not restrict rental of the Dwelling Units by non-owners, other than restricting tourist accommodation/ short-term rentals of less than 30 days.*
- 2.3. *The Owner presented the proposed Development as a purpose-built rental apartment-style building where all units are owned by a single entity, and acknowledges that the Lands and building cannot be subdivided or stratified, as*

further secured by Covenant under section 219 of the Land Title Act, and therefore the Owner cannot and will not make application to deposit a strata plan for the building that is to be constructed on the Lands, or undertake any other ownership structure that would restrict or compromise the rental of the Dwelling Units.

- 2.4. The Owner acknowledges that a Township goal includes providing market workforce housing and therefore the Owner further covenants and agrees that the Dwelling Units (except the Affordable Units and Designated Units) must be at all times available to all classes of persons, and the tenancies and occupancies for all the Dwelling Units must be residential and must not be institutional in nature and not restrict to a specific class of persons. However, the parties acknowledge and agree that this provision does not:

- (a) prohibit allocation of one or more of the Affordable Units and one or more of the Designated Units to a single individual, government agency, or corporation;
- (b) restrict units built as Designated Units from being restricted to only those Individuals with Special Needs requiring such units, so that only Individuals with Special Needs may occupy these units;
- (c) restrict rental of individual units to Individuals with Special Needs;
- (d) prohibit allocation of multiple units to the Department of National Defence for use by the Department of National Defence;
- (e) prohibit allocation of multiple units to Seaspan ULC for use by Seaspan ULC; or
- (f) prohibit one allocation of up to ten (10) units in the Development to a single individual, governmental agency or corporation, and for clarity, not more than a total 10 units in the Development may be so allocated at any given time;

provided that all other provisions of this Agreement and Township Bylaws are satisfied.

3. AFFORDABLE HOUSING UNITS (6)

- 3.1. The Owner covenants and agrees that:

- (a) a minimum of six (6) of the Dwelling Units on the Lands must be Affordable Units rented for Affordable Rents;
- (b) the Affordable Units must be used for the purpose of providing rental housing to individuals, rented under the terms of a residential tenancy agreement that complies with the provisions of the Residential Tenancy Act;
- (c) the Affordable Units must not be occupied by any registered owner; and
- (d) the Affordable Units must be of the following sizes:
 - (i) three (3) One-bedroom Units,
 - (ii) two (2) Two-bedroom Units, and
 - (iii) one (1) Studio Unit.

3.2. *For greater certainty, the parties acknowledge and agree:*

- (a) *The six (6) Affordable Units may be scattered throughout the proposed Development;*
- (b) *The parties may agree, in writing but with or without modification of this Agreement, to adjust the unit size allocation if Three-Bedroom Units are to be made Affordable Units; and*
- (c) *The Affordable Rents may change on an annual basis, subject to compliance with BC Housing Income Limits and Provincial residential tenancy legislation.*

4. DESIGNATED HOUSING

- 4.1. The Owner will construct, *separate and in addition to the 6 Affordable Units*, the Designated Units identified in Schedule A such that they will accommodate, or are capable of being adapted to accommodate, an Individual with Special Needs in accordance with the minimum requirements set out in Schedule B, all to the satisfaction of the Director of Development Services and with such amendments as may be agreed upon by the Director of Planning and Development.
 - 4.2. The Designated Units are intended for occupancy by Individuals with Special Needs, however the Township acknowledges that there may be times when such occupancy is not possible following the good faith efforts of the Owner to secure such occupancy in accordance with this Agreement.
 - 4.3. The Owner will not sell, transfer or otherwise dispose of the Designated Units except in accordance with the following requirements:
 - (a) the Owner will exclusively market the Designated Units for sale to Individuals with Special Needs for fair market value for a period of 90 calendar days (the "Initial Listing Period");
 - (b) the Owner will, prior to or concurrently with the commencement of the Initial Listing Period:
 - (i) advertise the Designated Units as being available on a priority basis to Individuals with Special Needs in a local paper for a period of not less than two weeks; and
 - (ii) hold at least one open house at the Owner's sales centre which will be open only to people currently residing within the Township and Individuals with Special Needs no matter where they are currently residing;
- and the Owner agrees to provide the Director of Development Services with drafts of the advertising and information about the

Author 2021-6-22 5:25 PM

Formatted: Indent: Left: 2.53 cm, No bullets or numbering

open house prior to publishing the advertising and prior to holding the open house such that the Director of Development Services has sufficient time to review same and provide recommendations for suggested content and the Owner further agrees to include the contact information of a Township representative in such advertising and at the open house if requested to do so by the Director of Development Services,

5. ACCESSIBILITY

- 5.1. All common areas located within the Proposed Development, and a minimum of four (4) dwelling units, will be designed and constructed for wheelchair accessibility.
- 5.2. Driveways leading to the *ten* accessible parking spaces set out in Schedule *D* must be designed for wheelchair accessibility.

6. ADMINISTRATION & MANAGEMENT - REPORTING

- 6.1. Within thirty (30) days of receipt of request from the Township, the Owner must provide a report in writing that identifies the following for the Proposed Development, or portions thereof, respectively:
 - (a) *the number, type (e.g. 1-bedroom, 2-bedroom), and location by suite number, of Dwelling Units that are being rented to individuals (i.e. not owner-occupied) or are available for rent to individuals;*
 - (b) *Additional requirements with respect to the Designated Units:*
 - (i) *The number, type (e.g., one-bedroom, two-bedroom, three-bedroom), and location, by suite number, of each of the Designated Units, including identification of any modified Dwelling Units that would alter the Dwelling Unit's classification as a Designated Unit;*
 - (ii) *The date each Designated Unit was first occupied in accordance with this Agreement, respectively; and*
 - (iii) *By each Designated Unit, the number of individuals occupying such unit and the monthly rent or lease payment charged;*
 - (c) *Additional requirements with respect to the Affordable Units:*
 - (i) *The number, type (e.g., one bedroom, two bedroom, three bedroom), and location, by suite number, of each of the Affordable Units;*
 - (ii) *The date each Affordable Unit was first occupied in accordance with this agreement, respectively;*
 - (iii) *By each Affordable Unit, the number of individuals occupying such unit and the monthly rent or lease payment charged; and*

Author 2021-6-22 5:25 PM

Deleted: ; -

11

Author 2021-6-22 5:23 PM

Deleted: C

Author 2021-6-22 5:50 PM

Deleted: <#>NO RESTRICTION ON RENTAL UNITS -

21

Author 2021-6-22 5:29 PM

Deleted: <#>the number, type, and location by suite number, of Designated Units developed and maintained including identification of any modified Dwelling Units that would alter their classification as an Designated Unit; -

(iv) *The BC Housing Income Limits used to determine eligibility for Affordable Units and the Affordable Rent;*

- (d) subject to applicable privacy legislation (however noting the authority under section 59(1) of the *Community Charter*), the name and contact information of all individuals, governmental agencies or corporations that use, occupy, manage or operate more than one Designated Unit, along with the applicable suite numbers; and
- (e) such further information identified in the request from the Township, provided such is relevant to the interpretation, administration or enforcement of this Housing Agreement.

6.2. The parties acknowledge and agree that:

- (a) the reporting requirements set out in this Article 5 will not be imposed more than once per year, unless there are reasonable grounds to believe that there may be a breach, in fact or in spirit, of this Housing Agreement (as determined in the Township's sole discretion, for the purposes of reporting); *and*
- (b) there are no reporting requirements unless the Township so requests,

7. NOTICE IN LAND TITLE OFFICE

- 7.1. Notice of this Agreement, *and amendments*, will be filed in the Land Title Office by the Township at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after filing of the Notice.

8. RELEASE AND INDEMNITY

- 8.1. The Owner covenants and agrees to indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) (collectively, "Claims") whatsoever, in law or equity, which anyone has or may have against the Township or which the Township incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use, occupancy and tenure of the Lands contemplated under this Agreement EXCEPT TO THE EXTENT such Claims result from the gross negligence of the Township.

Author 2021-6-22 5:53 PM

Deleted: <#>any changes or proposed changes to strata bylaws that may affect the terms of this Agreement; .

Author 2021-6-22 5:53 PM

Deleted: ; and .

... [3]

- 8.2. The Owner releases and forever discharges the Township of and from any Claims whatsoever, in law or equity, which the Owner can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use, occupancy and tenure of the Lands contemplated under this Agreement.

Author 2021-6-22 5:54 PM

Deleted: and Strata Corporation

Author 2021-6-22 5:55 PM

Deleted: or Strata Corporation

9. GENERAL PROVISIONS

- 9.1. **NOTICE:** Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
- 9.2. **CONFLICT:** In the event of a conflict between the terms of this Agreement and the provisions of Township Bylaws in relation to use or density, the bylaws will prevail in accordance with section 483(3) of the *Local Government Act*.
- 9.3. **BINDING EFFECT:** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees, and in accordance with section 483(6) of the *Local Government Act*.
- 9.4. **TIME:** Time is to be the essence of this Agreement.
- 9.5. **WAIVER:**
- (a) No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party.
 - (b) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.
- 9.6. **MODIFICATIONS:** The Owner acknowledges that it is within the Township's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.
- 9.7. **CUMULATIVE REMEDIES:** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.

9.8. RELATIONSHIP OF PARTIES:

- (a) No provision of this Agreement may be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
- (b) The Owner is solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether those costs and expenses are specifically referred to in this Agreement.

9.9. FURTHER ASSURANCES: The Owner will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.**9.10. ENTIRE AGREEMENT:**

- (a) This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
- (b) No representations, warranties or conditions, express or implied, oral or otherwise, have been made other than those expressed in this Agreement.

9.11. NO RESTRICTION ON TOWNSHIP AUTHORITY: Except as required by section 483 of the *Local Government Act*, nothing contained or implied in this Agreement:

- (a) prejudices or affects the rights, powers or discretion of the Township 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;
- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
- (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

9.12. **SEVERABILITY:** Each article of this Agreement is severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity must not affect the validity of the remainder of this Agreement.

9.13. **ACKNOWLEDGEMENT:** The Owner acknowledges having been directed to obtain independent legal advice and having read and fully understood all the terms and conditions of this Agreement. The Owner confirms that this Agreement has been entered into voluntarily.

9.14. **COUNTERPARTS:** This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart is deemed to be an original. All counterparts are construed together and constitute one and the same Agreement.

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

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

TOWNSHIP OF ESQUIMALT

by its authorized signatories)

)

)

)

)

Mayor _____)

)

Chief Administrative Officer)

)

CONSTANCE669 DEVELOPMENTS LTD.,

INC. NO. *BC1286123*,

by its authorized signatories)

)

1

Name: _____)

)

Housing Agreement (669 Constance), As Amended – June 22, 2021

Author 2021-6-22 5:56 PM

**Deleted: STANDINGSTONE
DEVLEOPMENTS LTD. -**

Author 2021-6-22 5:57 PM

Deleted: BC0776378

June, 2021 Housing Agreement (669 Constance) – Rental & Designated Units Page 11 of 23

Name: _____)

PRIORITY: *FIRST WEST CREDIT UNION, INC NO. FI 156, (the "Chargeholder"), the registered holder of a charge by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. CA8815376, and CA8815377, respectively (the "Charges"), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charges.*

FIRST WEST CREDIT UNION, INC NO. FI 156
by its authorized signatories _____)

_____)
Name: _____)

_____)
Name: _____)

Author 2021-6-23 11:47 AM

Deleted: -

[4]

SCHEDULE "A"
DESIGNATED UNITS

The Designated Units include the following Dwelling Units as *shaded in blue and each labelled as "ADAPTABLE UNIT"* on the architectural plan attached:

- Unit 103 - Studio
- Unit 104 - 2 Bedroom
- Unit 105 - 2 Bedroom
- Unit 106 - 2 Bedroom
- Unit 107 - 2 Bedroom
- Unit 108 - 2 Bedroom
- Unit 109 - 1 Bedroom
- Unit 110 - 1 Bedroom
- Unit 111 - 1 Bedroom
- Unit 112 - 1 Bedroom

Author 2021-6-22 5:59 PM

Deleted: further identified in bold

Author 2021-6-22 6:00 PM

Deleted: s

In the event of a conflict between the final unit numbers issued by the Township and the units identified in the architectural plan attached, the units identified in the architectural plan attached will prevail.

Author 2021-6-22 6:00 PM

Deleted: • Unit 101 - 1 Bedroom [5]

Author 2021-6-22 6:00 PM

Deleted: s

Author 2021-6-22 6:00 PM

Deleted: s



SCHEDULE "B"
MINIMUM REQUIREMENTS FOR INDIVIDUALS WITH SPECIAL NEEDS

SCHEDULE B

Page 1 of 7

BASIC ADAPTABLE HOUSING

BASIC ADAPTABLE HOUSING

The following Basic Adaptable Housing features are required in all newly-constructed buildings serviced by an elevator containing apartment or congregate housing uses.

The requirements of Schedule "F" Section (g) do not apply to non-congregate housing apartment units smaller than 42 m² (450 ft²) provided that a bathroom consistent with Section (g)(iii) of this Schedule "F" is available to all occupants within the building.

(A) Building Access

- i. Barrier-free access from the street shall be provided to each dwelling unit and to each type of common amenity space.
- ii. Barrier-free access from a private parking area shall be provided to each dwelling unit and to each type of common amenity space.
- iii. Access to the elevator shall be provided from both the street entry and a private parking area entry.
- iv. A covering over a level building entry area, of 1500mm by 1500mm shall be provided.
- v. No intercom user functions shall be higher than 1220mm above the finished paved area.
- vi. Wiring for an automatic door opener shall be provided at each of the required barrier-free entries.

(B) Doors and Doorways

- i. The minimum clear opening for all suite entry doors and doors in common areas shall be no less than 850 mm. (See Figure 1)
- ii. The minimum clear opening for all interior doors within a dwelling unit shall be no less than 800mm. (See Figure 1)
- iii. Doors in all suites and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.



FIGURE 1 – CLEAR OPENING MEASUREMENT FROM DOORS

BASIC ADAPTABLE HOUSING

(C) Manoeuvring Space at Doorways

- i. Suite entry doors and door assemblies in common areas (except those which are not self-closing) shall have a clear and level area which is not less than the following:
 1. Where the door swings toward the area (pull door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 2)

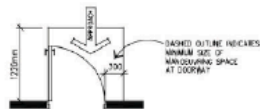


FIGURE 2 – FRONT APPROACH, PULL SIDE

2. Where the door swings away from the area (push door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 3)

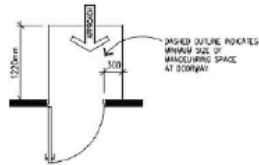


FIGURE 3 – FRONT APPROACH, PUSH SIDE

BASIC ADAPTABLE HOUSING

3. Where there are doors in a series in common areas, there must be separation of at least 1220mm plus the width of the door. (See Figure 4)

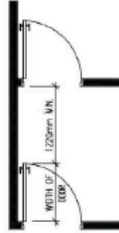


FIGURE 4 – SEPARATION OF DOORS IN SERIES

(D) Corridor widths

Common corridors shall be no less than 1220mm wide.

(E) Thresholds

Thresholds shall be kept to a minimum, and in all suites and common areas shall not exceed 13mm.

(F) Outlets and Switches

- i. Light switches shall be located between 1015mm and 1120mm from the floor.
- ii. Electrical outlets, cable outlets, and telephone jacks shall be located not less than 450mm from the floor.

BASIC ADAPTABLE HOUSING

(G) Bathrooms

- i. There shall be at least one bathroom with toilet and sink on the main entry level of each suite which provides enough floor space to be the following space requirements:
 - 1. Clear floor area of 760mm by 1220mm beyond the swing of the door. (See Figure 5)

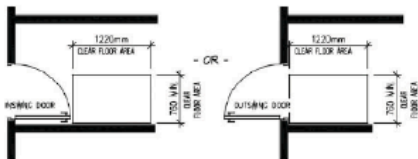


FIGURE 5 – CLEAR FLOOR AREA BEYOND SWING OF DOOR

- 2. Clear floor area at the tub of 760mm by 1220mm, or 1220mm by 760mm, measured from the foot end of the tub. (See Figure 6)

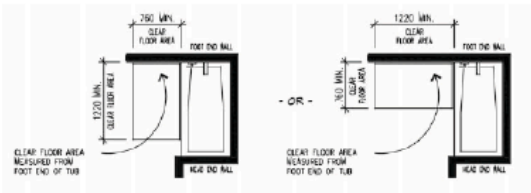


FIGURE 6 – CLEAR FLOOR AREA AT TUB

Page 5 of 7

BASIC ADAPTABLE HOUSING

3. Clear floor area at the sink of 760mm by 1220mm positioned for a parallel approach and centred on the sink. (See Figure 7)



FIGURE 7 – CLEAR AREA AT SINK

4. Toilets shall meet the following space provisions: (See Figure 8)
- Lateral distance from the centre line of the toilet to a bathtub or sink shall be 455mm minimum on one side and 380mm minimum on the other. Where the toilet is adjacent to a wall, the lateral distance from the centre line of the toilet to the wall shall be 455mm with 380mm minimum on the other side.
 - Clear floor area at the toilet of 1420mm minimum (measured from the wall behind the toilet) by 1220mm minimum (measured from a point 455mm from the centre line of the toilet on the side designated for future grab bars.)
 - The vanity or sink on the wall behind the toilet may overlap the clear floor required for the toilet.

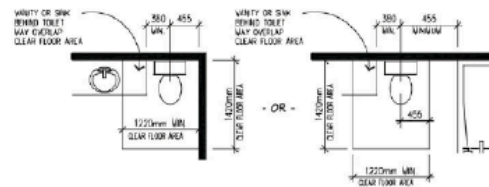


FIGURE 8 – CLEAR FLOOR AREA AT TOILET

Page 6 of 7

BASIC ADAPTABLE HOUSING

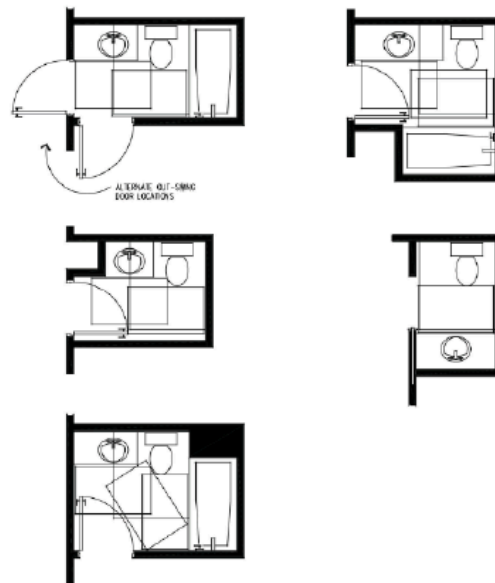
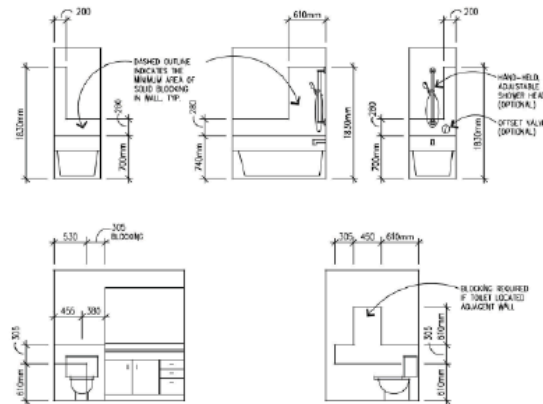


FIGURE 9 – EXAMPLES OF BATHROOMS WITH FLOOR AREA TO SUITE
“MINIMALLY ACCESSIBLE” REQUIREMENTS

BASIC ADAPTABLE HOUSING

- ii. Solid blocking in walls around toilets, tub/shower, and behind towel bars shall be provided in all bathrooms as illustrated in Figure 10.
- iii. Where bathrooms are provided to serve common amenity spaces, at least one shall be wheelchair accessible as described in the B.C. Building Code (1998) Sentence 3.7.4.8.(1)

**FIGURE 10 – BLOCKING REQUIREMENTS**

SCHEDULE "C"
AFFORDABLE UNITS

The Affordable Units include the following Dwelling Units as further shaded in blue and each labelled as "AFFORDABLE UNIT" on the architectural plan attached:

- Unit 203 - Studio
- Unit 204 - 2 Bedroom
- Unit 205 - 2 Bedroom
- Unit 210 - 1 Bedroom
- Unit 211 - 1 Bedroom
- Unit 212 - 1 Bedroom

In the event of a conflict between the final unit numbers issued by the Township and the units identified in the architectural plan attached, the units identified in the architectural plan attached will prevail.

Author 2021-6-22 6:22 PM

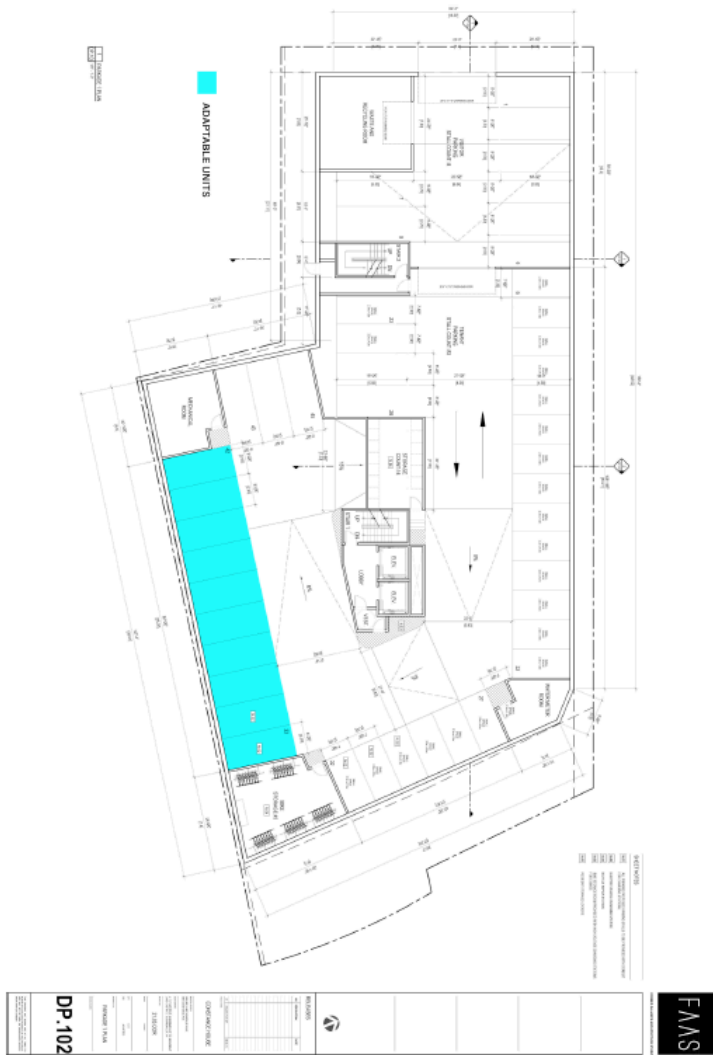
Deleted: -

Author 2021-6-22 6:22 PM

Formatted: Justified



SCHEDULE "D"
PARKING PLAN SHOWING TEN ACCESSIBLE PARKING SPACES



Author 2021-6-22 6:19 PM

Deleted: FOUR

Author 2021-6-22 6:06 PM

Deleted:

Page 6: [1] Deleted	Author	2021-06-22 5:25 PM
---------------------	--------	--------------------

;

(c) the Owner will consider offers received from Individuals with Special Needs during the Initial Listing Period in accordance with the following:

(i) the Owner will act in a commercially reasonable manner having regard to the offer price, the buyer's subject conditions, and the proposed closing date in deciding whether to accept or reject such offer;

(ii) the Owner will not discriminate on the basis of physical, emotional, behavioral, or developmental needs;

(iii) in the event the Owner does not accept an offer received from an Individual with Special Needs during the Initial Listing Period and the offer price is not less than 10% below the listing price, then the Owner will provide the Township with a copy of the offer together with the Owner's written reasons for not accepting the offer, PROVIDED THAT the consent of the offeror to disclose such information to the Township is first obtained by the Owner using commercially reasonable efforts, failing which the Owner will provide the essential non-personal details of the offer, including but not limited to offer price, closing date, conditions and any other information relevant to the Owner's decision; and

(iv) in the event any or all of the Designated Units are not sold to Individuals with Special Needs during the Initial Listing Period, the Owner may then offer any or all of the Designated Units for sale to members of the public;

(v) if the Owner reduces the listing price or proposes to transfer a unit to a member of the public for less than or equal to the an offer received from an Individual with Special Needs, the Owner must first offer such price and terms to Individuals with Special Needs, in particular those that identified themselves to the Owner during the Initial Listing Period, and provide evidence of such to the Township;

and for greater clarity, the requirements set out in this section 2.4 will apply to every successor in title to the Designated Units except for section 2.4(b)(i) and (ii)

Page 6: [2] Deleted	Author	2021-06-22 5:50 PM
---------------------	--------	--------------------

NO RESTRICTION ON RENTAL UNITS

The Owner covenants and agrees that the Proposed Development will not restrict rental of the Dwelling Units by non-owners, other than restricting tourist accommodation/short-term rentals of less than 30 days, and if stratified, the Dwelling Units may be occupied by the owners of the individual Dwelling Units in addition to being available as rental units to non-owners.

The Owner covenants and agrees that it will not apply to deposit a strata plan for the Proposed Development to be constructed on the Lands unless the strata bylaws in no way restrict rental of the Dwelling Units, other than restricting tourist accommodation/short-term rentals of less than 30 days.

Page 7: [3] Deleted	Author	2021-06-22 5:53 PM
---------------------	--------	--------------------

; and

(c) the Owner will be responsible for the reporting requirements set out in this Article 5 until such time as the Strata Corporation formed in respect of the Proposed Development holds its first annual general meeting, and thereafter, the Strata Corporation will be responsible for the reporting requirements set out in this Article 5.

Page 11: [4] Deleted	Author	2021-06-23 11:47 AM
----------------------	--------	---------------------

PRIORITY: VANCOUVER CITY SAVINGS CREDIT UNION, INC NO. FI 97, (the "Chargeholder,") is the registered holder of a charge by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. CA5999996, and CA5999997, respectively (the "Charges"), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charges.

VANCOUVER CITY SAVINGS CREDIT UNION, INC NO. FI 97

by its authorized signatories)

)

)

_____))

Name:)

)

)

_____))

Name:)

Page 12: [5] Deleted	Author	2021-06-22 6:00 PM
----------------------	--------	--------------------

- Unit 101 - 1 Bedroom
- Unit 203 - 1 Bedroom - Wheelchair accessible
- Unit 207 - 2 Bedroom - Wheelchair accessible
- Unit 208 - 2 Bedroom - Wheelchair accessible
- Unit 209 - 2 Bedroom - Wheelchair accessible
- Unit 302 - 1 Bedroom
- Unit 305 - 1 Bedroom
- Unit 307 - 1 Bedroom with a tech space
- Unit 406 - 1 Bedroom
- Unit 408 - 1 Bedroom with a tech space

SCHEDULE B to Bylaw - Updated and Consolidated Housing Agreement

HOUSING AGREEMENT

(Pursuant to Section 483 of the *Local Government Act*)

THIS AGREEMENT is made the ____ day of _____, 2021,
the day signed by the Township after the
adoption of the bylaw authorizing the Agreement.

BETWEEN

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road
Esquimalt, BC V9A 3P1

(the "TOWNSHIP")

AND

CONSTANCE669 DEVELOPMENTS LTD., INC.NO. BC1286123

10 Roseview Drive NW
Calgary, Alberta T2K 1N7

(the "OWNER")

RECITALS:

- A. Under section 483 of the *Local Government Act*, R.S.B.C. 2015 c.1 ("LGA") the Township 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 those lands with a current civic address of 669 Constance Avenue in the Township of Esquimalt in Province of British Columbia, and legally described as:
PID: 030-431-026
LOT 1 SUBURBAN LOTS 43 AND 44 ESQUIMALT DISTRICT PLAN
EPP76107
(the "Lands");

- C. The previous owner has submitted an application to the Township to rezone the Lands from RM-4 [Multiple Family Residential] and RM-1 [Low Density Townhouse Multiple Family Residential] to CD No.107 [Comprehensive Development District No. 107] further to ZONING BYLAW, 1992, NO. 2050, AMENDMENT BYLAW NO. 2915 ("**Rezoning Bylaw**"), and acknowledged that it is in the public interest that the use and occupation of the Lands be limited. The current Owner acknowledges that the Housing Agreement is binding on them per section 483(6) of the LGA, and has requested an amendment to the Housing Agreement given the Owner's intent to construct a 6 storey, 83 residential unit, *including ten (10) designated units with accessibility features and six (6) affordable housing units, multiple family, residential rental building ("Constance House")*, which building is intended to include a glass enclosed 18 foot lobby, underground parking consisting of 83 spaces, and Dwelling Units which will be available for rental purposes (collectively, the "**Proposed Development**");
- D. The Owner and the Township wish to enter into this Agreement, as amended, as a Housing Agreement pursuant to section 483 of the *Local Government Act*, to secure the agreement of the Owner with respect to the matters noted herein (the "**Agreement**" or "**Housing Agreement**"), the parties acknowledging that Notice of this Housing Agreement will be placed on title to the Lands and will be binding on future owners in accordance with LGA s.483(6).

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. DEFINITIONS

- 1.1. Unless otherwise stated, the definitions of the Township's ZONING BYLAW, 1992, NO. 2050 ("**Zoning Bylaw**"), apply to this Agreement.
- 1.2. The following words and terms have the following meanings:
- (a) "**Affordable Rent**" means a rent that is no more than 30% of the gross annual income for households at or below the BC Housing Income limits for the Victoria region, as determined by size of unit;
 - (b) "**Affordable Units**" means those six (6) Dwelling Units occupied by households with a gross annual income at or below BC Housing Income Limits for the Victoria region as contemplated by this Agreement and identified in **Schedule C**;

- (c) **“Designated Units”** means the 10 Dwelling Units identified in Schedule A, each to be occupied by an Individual with Special Needs;
- (d) **“Dwelling Units”** means the units dedicated to or used for residential uses; and
- (e) **“Housing Income Limits”** or **“HIL”** means the income required to pay the average market rent for an appropriately sized unit in the private market, as determined by BC Housing.
 - (i) If HIL is not determined or published in any given year, the parties agree the most recent year of publication shall be used, subject to such reasonable adjustments as agreed between the parties, with or without modification to this Agreement;
 - (ii) For information purposes, the 2018 Housing Income Limits for the Victoria region, by size of unit, are as follows:
 - Bachelor: \$34,500
 - 1 Bedroom: \$39,800
 - 2 Bedrooms: \$51,700
 - 3 Bedrooms: \$74,300
- (f) **“Individual with Special Needs”** means an individual who requires additional or specialized services or accommodations by reason of one or more difficulties such as physical, emotional, behavioral, developmental, or otherwise, as evidenced in writing by the appropriate Federal or Provincial ministry or agency.

2. RENTAL UNITS ONLY

- 2.1. The Owner covenants and agrees that the building it constructs upon the Lands will contain rental residential Dwelling Units which:
 - (a) must only be used and occupied for residential purposes in accordance with Township zoning;
 - (b) must not be restricted as to their availability for rent by non-owners. For greater clarity, short term rentals, short term licenses, tourist accommodations and similar short term occupations may be restricted, as they are not permitted uses under the Zoning Bylaw; and
 - (c) must not be occupied by any registered owner.
- 2.2. The Owner covenants and agrees that the Development will not restrict rental of the Dwelling Units by non-owners, other than restricting tourist accommodation/ short-term rentals of less than 30 days.

- 2.3. The Owner presented the proposed Development as a purpose-built rental apartment-style building where all units are owned by a single entity, and acknowledges that the Lands and building cannot be subdivided or stratified, as further secured by Covenant under section 219 of the *Land Title Act*, and therefore the Owner cannot and will not make application to deposit a strata plan for the building that is to be constructed on the Lands, or undertake any other ownership structure that would restrict or compromise the rental of the Dwelling Units.
- 2.4. The Owner acknowledges that a Township goal includes providing market workforce housing and therefore the Owner further covenants and agrees that the Dwelling Units (except the Affordable Units and Designated Units) must be at all times available to all classes of persons, and the tenancies and occupancies for all the Dwelling Units must be residential and must not be institutional in nature and not restrict to a specific class of persons. However, the parties acknowledge and agree that this provision does not:
- (a) prohibit allocation of one or more of the Affordable Units and one or more of the Designated Units to a single individual, government agency, or corporation;
 - (b) restrict units built as Designated Units from being restricted to only those Individuals with Special Needs requiring such units, so that only Individuals with Special Needs may occupy these units;
 - (c) restrict rental of individual units to Individuals with Special Needs;
 - (d) prohibit allocation of multiple units to the Department of National Defence for use by the Department of National Defence;
 - (e) prohibit allocation of multiple units to Seaspan ULC for use by Seaspan ULC; or
 - (f) prohibit one allocation of up to ten (10) units in the Development to a single individual, governmental agency or corporation, and for clarity, not more than a total 10 units in the Development may be so allocated at any given time;
- provided that all other provisions of this Agreement and Township Bylaws are satisfied.

3. AFFORDABLE HOUSING UNITS (6)

- 3.1. The Owner covenants and agrees that:
- (a) a minimum of six (6) of the Dwelling Units on the Lands must be Affordable Units rented for Affordable Rents;
 - (b) the Affordable Units must be used for the purpose of providing rental housing to individuals, rented under the terms of a residential tenancy agreement that complies with the provisions of the *Residential Tenancy Act*;
 - (c) the Affordable Units must not be occupied by any registered owner; and

- (d) the Affordable Units must be of the following sizes:
 - (i) three (3) One-bedroom Units,
 - (ii) two (2) Two-bedroom Units, and
 - (iii) one (1) Studio Unit.
- 3.2. For greater certainty, the parties acknowledge and agree:
 - (a) The six (6) Affordable Units may be scattered throughout the proposed Development;
 - (b) The parties may agree, in writing but with or without modification of this Agreement, to adjust the unit size allocation if Three-Bedroom Units are to be made Affordable Units; and
 - (c) The Affordable Rents may change on an annual basis, subject to compliance with BC Housing Income Limits and Provincial residential tenancy legislation.

4. DESIGNATED HOUSING

- 4.1. The Owner will construct, separate and in addition to the 6 Affordable Units, the Designated Units identified in **Schedule A** such that they will accommodate, or are capable of being adapted to accommodate, an Individual with Special Needs in accordance with the minimum requirements set out in **Schedule B**, all to the satisfaction of the Director of Development Services and with such amendments as may be agreed upon by the Director of Planning and Development.
- 4.2. The Designated Units are intended for occupancy by Individuals with Special Needs, however the Township acknowledges that there may be times when such occupancy is not possible following the good faith efforts of the Owner to secure such occupancy in accordance with this Agreement.
- 4.3. The Owner will not sell, transfer or otherwise dispose of the Designated Units except in accordance with the following requirements:
 - (a) the Owner will exclusively market the Designated Units for sale to Individuals with Special Needs for fair market value for a period of 90 calendar days (the “**Initial Listing Period**”);
 - (b) the Owner will, prior to or concurrently with the commencement of the Initial Listing Period:
 - (i) advertise the Designated Units as being available on a priority basis to Individuals with Special Needs in a local paper for a period of not less than two weeks; and

- (ii) hold at least one open house at the Owner's sales centre which will be open only to people currently residing within the Township and Individuals with Special Needs no matter where they are currently residing;

and the Owner agrees to provide the Director of Development Services with drafts of the advertising and information about the open house prior to publishing the advertising and prior to holding the open house such that the Director of Development Services has sufficient time to review same and provide recommendations for suggested content and the Owner further agrees to include the contact information of a Township representative in such advertising and at the open house if requested to do so by the Director of Development Services.

5. ACCESSIBILITY

- 5.1. All common areas located within the Proposed Development, and a minimum of four (4) dwelling units, will be designed and constructed for wheelchair accessibility.
- 5.2. Driveways leading to the ten accessible parking spaces set out in **Schedule D** must be designed for wheelchair accessibility.

6. ADMINISTRATION & MANAGEMENT - REPORTING

- 6.1. Within thirty (30) days of receipt of request from the Township, the Owner must provide a report in writing that identifies the following for the Proposed Development, or portions thereof, respectively:
 - (a) the number, type (e.g. 1-bedroom, 2-bedroom), and location by suite number, of Dwelling Units that are being rented to individuals (i.e. not owner-occupied) or are available for rent to individuals;
 - (b) Additional requirements with respect to the Designated Units:
 - (i) The number, type (e.g., one-bedroom, two-bedroom, three-bedroom), and location, by suite number, of each of the Designated Units, including identification of any modified Dwelling Units that would alter the Dwelling Unit's classification as a Designated Unit;
 - (ii) The date each Designated Unit was first occupied in accordance with this Agreement, respectively; and
 - (iii) By each Designated Unit, the number of individuals occupying such unit and the monthly rent or lease payment charged;
 - (c) Additional requirements with respect to the Affordable Units:

- (i) The number, type (e.g., one bedroom, two bedroom, three bedroom), and location, by suite number, of each of the Affordable Units;
 - (ii) The date each Affordable Unit was first occupied in accordance with this agreement, respectively;
 - (iii) By each Affordable Unit, the number of individuals occupying such unit and the monthly rent or lease payment charged; and
 - (iv) The BC Housing Income Limits used to determine eligibility for Affordable Units and the Affordable Rent;
- (d) subject to applicable privacy legislation (however noting the authority under section 59(1) of the *Community Charter*), the name and contact information of all individuals, governmental agencies or corporations that use, occupy, manage or operate more than one Designated Unit, along with the applicable suite numbers; and
- (e) such further information identified in the request from the Township, provided such is relevant to the interpretation, administration or enforcement of this Housing Agreement.
- 6.2. The parties acknowledge and agree that:
- (a) the reporting requirements set out in this Article 5 will not be imposed more than once per year, unless there are reasonable grounds to believe that there may be a breach, in fact or in spirit, of this Housing Agreement (as determined in the Township's sole discretion, for the purposes of reporting); and
 - (b) there are no reporting requirements unless the Township so requests.

7. NOTICE IN LAND TITLE OFFICE

- 7.1. Notice of this Agreement, and amendments, will be filed in the Land Title Office by the Township at the cost of the Owner in accordance with section 483 of the *Local Government Act*, and this Agreement is binding on the parties to this Agreement as well as all persons who acquire an interest in the Lands after filing of the Notice.

8. RELEASE AND INDEMNITY

- 8.1. The Owner covenants and agrees to indemnify and save harmless the Township from any and all claims, causes of action, suits, demands, fines, penalties, costs or expenses or legal fees (on a solicitor-client basis) (collectively, "**Claims**") whatsoever, in law or equity, which anyone has or

may have against the Township or which the Township incurs as a result of any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use, occupancy and tenure of the Lands contemplated under this Agreement EXCEPT TO THE EXTENT such Claims result from the gross negligence of the Township.

- 8.2. The Owner releases and forever discharges the Township of and from any Claims whatsoever, in law or equity, which the Owner can or may have against the Township for any loss, damage, deprivation, enrichment or injury, including economic loss, arising out of or connected with the restrictions or requirements of this Agreement, the breach of any covenant in this Agreement, or the use, occupancy and tenure of the Lands contemplated under this Agreement.

9. GENERAL PROVISIONS

- 9.1. **NOTICE:** Any notice permitted or required by this Agreement to be given to either party must be given to that party at the address set out above, or to any other address of which the party has given the other party notice in writing expressly for the purposes of this Agreement.
- 9.2. **CONFLICT:** In the event of a conflict between the terms of this Agreement and the provisions of Township Bylaws in relation to use or density, the bylaws will prevail in accordance with section 483(3) of the *Local Government Act*.
- 9.3. **BINDING EFFECT:** This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective heirs, administrators, executors, successors, and permitted assignees, and in accordance with section 483(6) of the *Local Government Act*.
- 9.4. **TIME:** Time is to be the essence of this Agreement.
- 9.5. **WAIVER:**
- (a) No provision of this Agreement is to be considered to have been waived by a party unless the waiver is expressed in writing by the party.
 - (b) The waiver by a party of any failure on the part of the other party to perform in accordance with any of the terms or conditions of this Agreement is not to be construed as a waiver of any future or continuing failure, whether similar or dissimilar.

- 9.6. **MODIFICATIONS:** The Owner acknowledges that it is within the Township's sole discretion to consent or not to consent to modifications of this Agreement and that such consent may be withheld for any reason.
- 9.7. **CUMULATIVE REMEDIES:** No remedy under this Agreement is to be deemed exclusive but will, where possible, be cumulative with all other remedies at law or in equity.
- 9.8. **RELATIONSHIP OF PARTIES:**
- (a) No provision of this Agreement may be construed to create a partnership or joint venture relationship, an employer-employee relationship, a landlord-tenant, or a principal-agent relationship.
 - (b) The Owner is solely responsible for all costs and expenditures required to fulfill its obligations under this Agreement, whether those costs and expenses are specifically referred to in this Agreement.
- 9.9. **FURTHER ASSURANCES:** The Owner will do, execute, and deliver, or cause to be done, executed, and delivered all such further acts, documents and things as may be reasonably required from time to time to give effect to this Agreement.
- 9.10. **ENTIRE AGREEMENT:**
- (a) This Agreement contains the entire agreement and understanding of the parties with respect to the matters contemplated by this Agreement and supersedes all prior and contemporaneous agreements between them with respect to such matters.
 - (b) No representations, warranties or conditions, express or implied, oral or otherwise, have been made other than those expressed in this Agreement.
- 9.11. **NO RESTRICTION ON TOWNSHIP AUTHORITY:** Except as required by section 483 of the *Local Government Act*, nothing contained or implied in this Agreement:
- (a) prejudices or affects the rights, powers or discretion of the Township 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;

June, 2021 Housing Agreement (669 Constance) – Rental & Designated Units Page 10 of 23

- (b) imposes any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement or the breach of any provision in this Agreement; or
- (c) imposes any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice, on the Township with respect to its exercise of any right or remedy expressly provided in this Agreement or at law or in equity.

9.12. **SEVERABILITY:** Each article of this Agreement is severable. If any provision of this Agreement is held to be illegal or invalid by a Court of competent jurisdiction, the provision may be severed and the illegality or invalidity must not affect the validity of the remainder of this Agreement.

9.13. **ACKNOWLEDGEMENT:** The Owner acknowledges having been directed to obtain independent legal advice and having read and fully understood all the terms and conditions of this Agreement. The Owner confirms that this Agreement has been entered into voluntarily.

9.14. **COUNTERPARTS:** This Agreement may be executed in counterpart with the same effect as if both parties had signed the same document. Each counterpart is deemed to be an original. All counterparts are construed together and constitute one and the same Agreement.

9.15. **APPLICABLE LAW:** This Agreement is to be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

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

TOWNSHIP OF ESQUIMALT

by its authorized signatories)
)
)
)
_____)
Mayor)
)
_____)
Chief Administrative Officer)

June, 2021 Housing Agreement (669 Constance) – Rental & Designated Units Page 11 of 23

**CONSTANCE669 DEVELOPMENTS LTD.,
INC. NO. BC1286123,**

by its authorized signatories)
)
_____)
Name:)
)
_____)
Name:)

PRIORITY: **FIRST WEST CREDIT UNION, INC NO. FI 156**, (the "Chargeholder"), the registered holder of a charge by way of MORTGAGE and ASSIGNMENT OF RENTS against the Lands, registered under No. **CA8815376**, and **CA8815377**, respectively (the "**Charges**"), agrees with the Township, in consideration of the sum of Ten Dollars (\$10.00) paid by the Township to the Chargeholder (receipt and sufficiency acknowledged), that the Agreement will be an encumbrance upon the Lands in priority to the Charges in the same manner and to the same effect as if the Agreement had been dated and registered prior to the Charges.

FIRST WEST CREDIT UNION, INC NO. FI 156

by its authorized signatories)
)
_____)
Name:)
)
_____)
Name:)

SCHEDULE "A"
DESIGNATED UNITS

The Designated Units include the following Dwelling Units as shaded in blue and each labelled as "ADAPTABLE UNIT" on the architectural plan attached:

- Unit 103 - Studio
- Unit 104 - 2 Bedroom
- Unit 105 - 2 Bedroom
- Unit 106 - 2 Bedroom
- Unit 107 - 2 Bedroom
- Unit 108 - 2 Bedroom
- Unit 109 - 1 Bedroom
- Unit 110 - 1 Bedroom
- Unit 111 - 1 Bedroom
- Unit 112 - 1 Bedroom

In the event of a conflict between the final unit numbers issued by the Township and the units identified in the architectural plan attached, the units identified in the architectural plan attached will prevail.



SCHEDULE "B"
MINIMUM REQUIREMENTS FOR INDIVIDUALS WITH SPECIAL NEEDS

SCHEDULE B

Page 1 of 7

BASIC ADAPTABLE HOUSING

BASIC ADAPTABLE HOUSING

The following Basic Adaptable Housing features are required in all newly-constructed buildings serviced by an elevator containing apartment or congregational housing uses.

The requirements of Schedule "F" Section (g) do not apply to non-congregate housing apartment units smaller than 42 m (450 ft) provided that a bathroom consistent with Section (g)(iii) of this Schedule "F" is available to all occupants within the building.

(A) Building Access

- i. Barrier-free access from the street shall be provided to each dwelling unit and to each type of common amenity space.
- ii. Barrier-free access from a private parking area shall be provided to each dwelling unit and to each type of common amenity space.
- iii. Access to the elevator shall be provided from both the street entry and a private parking area entry.
- iv. A covering over a level building entry area, of 1500mm by 1500mm shall be provided.
- v. No intercom user functions shall be higher than 1220mm above the finished paved area.
- vi. Wiring for an automatic door opener shall be provided at each of the required barrier-free entries.

(B) Doors and Doorways

- i. The minimum clear opening for all suite entry doors and doors in common areas shall be no less than 850 mm. (See Figure 1)
- ii. The minimum clear opening for all interior doors within a dwelling unit shall be no less than 800mm. (See Figure 1)
- iii. Doors in all suites and common areas shall be operable by devices that do not require tight grasping or twisting of the wrist.

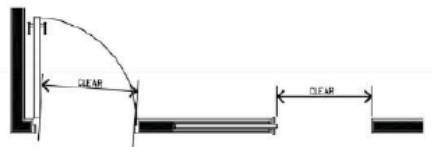


FIGURE 1 – CLEAR OPENING MEASUREMENT FROM DOORS

BASIC ADAPTABLE HOUSING**(C) Manoeuvring Space at Doorways**

- i. Suite entry doors and door assemblies in common areas (except those which are not self-closing) shall have a clear and level area which is not less than the following:
 1. Where the door swings toward the area (pull door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 2)

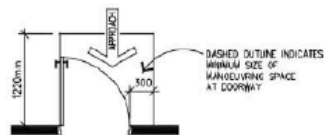


FIGURE 2 – FRONT APPROACH, PULL SIDE

2. Where the door swings away from the area (push door), 1220mm long by the width of the door plus at least 300mm clear space on the latch side. (See Figure 3)

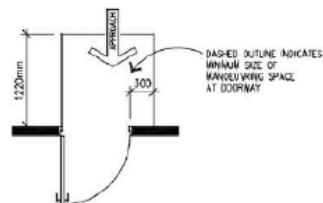


FIGURE 3 – FRONT APPROACH, PUSH SIDE

BASIC ADAPTABLE HOUSING

3. Where there are doors in a series in common areas, there must be separation of at least 1220mm plus the width of the door. (See Figure 4)

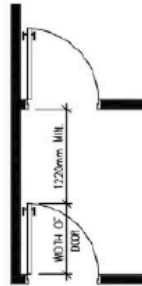


FIGURE 4 – SEPARATION OF DOORS IN SERIES

(D) Corridor widths

Common corridors shall be no less than 1220mm wide.

(E) Thresholds

Thresholds shall be kept to a minimum, and in all suites and common areas shall not exceed 13mm.

(F) Outlets and Switches

- i. Light switches shall be located between 1015mm and 1120mm from the floor.
- ii. Electrical outlets, cable outlets, and telephone jacks shall be located not less than 450mm from the floor.

BASIC ADAPTABLE HOUSING**(G) Bathrooms**

- i. There shall be at least one bathroom with toilet and sink on the main entry level of each suite which provides enough floor space to be the following space requirements:
 1. Clear floor area of 760mm by 1220mm beyond the swing of the door. (See Figure 5)

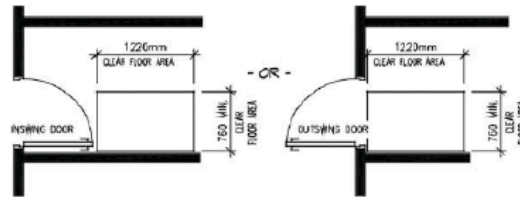


FIGURE 5 – CLEAR FLOOR AREA BEYOND SWING OF DOOR

2. Clear floor area at the tub of 760mm by 1220mm, or 1220mm by 760mm, measured from the foot end of the tub. (See Figure 6)

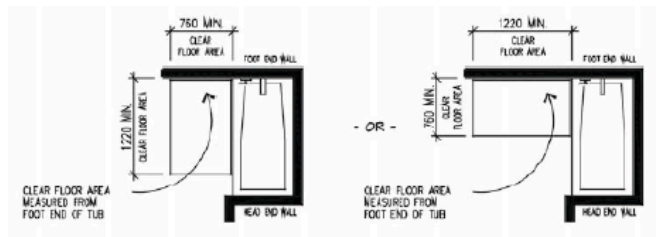


FIGURE 6 – CLEAR FLOOR AREA AT TUB

BASIC ADAPTABLE HOUSING

3. Clear floor area at the sink of 760mm by 1220mm positioned for a parallel approach and centred on the sink. (See Figure 7)

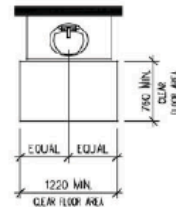


FIGURE 7 – CLEAR AREA AT SINK

4. Toilets shall meet the following space provisions: (See Figure 8)
- Lateral distance from the centre line of the toilet to a bathtub or sink shall be 455mm minimum on one side and 380mm minimum on the other. Where the toilet is adjacent to a wall, the lateral distance from the centre line of the toilet to the wall shall be 455mm with 380mm minimum on the other side.
 - Clear floor area at the toilet of 1420mm minimum (measured from the wall behind the toilet) by 1220mm minimum (measured from a point 455mm from the centre line of the toilet on the side designated for future grab bars.)
 - The vanity or sink on the wall behind the toilet may overlap the clear floor required for the toilet.

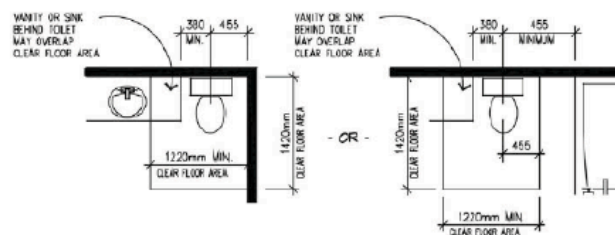
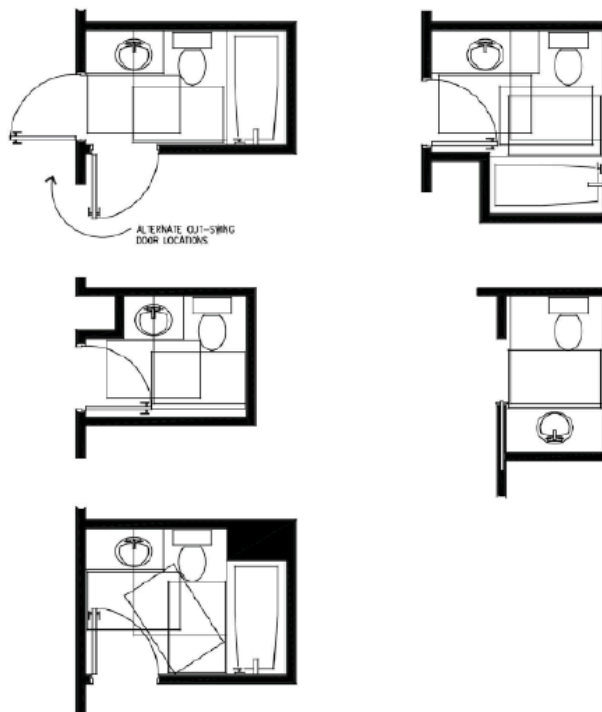


FIGURE 8 – CLEAR FLOOR AREA AT TOILET

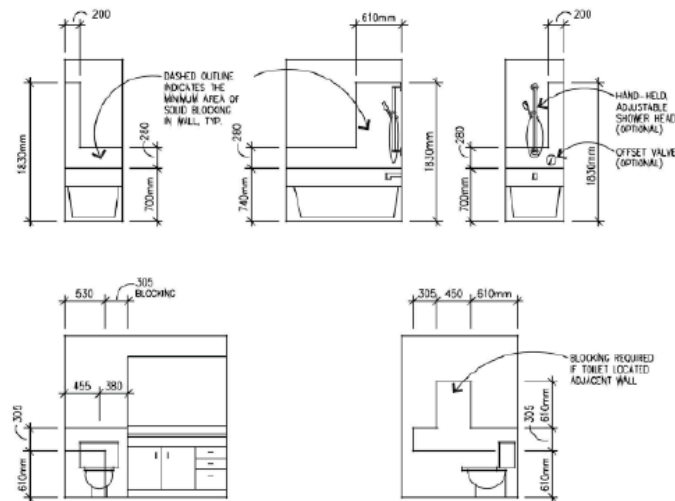
BASIC ADAPTABLE HOUSING



**FIGURE 9 – EXAMPLES OF BATHROOMS WITH FLOOR AREA TO SUITE
“MINIMALLY ACCESSABLE” REQUIREMENTS**

BASIC ADAPTABLE HOUSING

- ii. Solid blocking in walls around toilets, tub/shower, and behind towel bars shall be provided in all bathrooms as illustrated in Figure 10.
- iii. Where bathrooms are provided to serve common amenity spaces, at least one shall be wheelchair accessible as described in the B.C. Building Code (1998) Sentence 3.7.4.8.(1)

**FIGURE 10 – BLOCKING REQUIREMENTS**

SCHEDULE "C"
AFFORDABLE UNITS

The Affordable Units include the following Dwelling Units as further shaded in blue and each labelled as "AFFORDABLE UNIT" on the architectural plan attached:

- Unit 203 - Studio
- Unit 204 - 2 Bedroom
- Unit 205 - 2 Bedroom
- Unit 210 - 1 Bedroom
- Unit 211 - 1 Bedroom
- Unit 212 - 1 Bedroom

In the event of a conflict between the final unit numbers issued by the Township and the units identified in the architectural plan attached, the units identified in the architectural plan attached will prevail.

[illegible]

SCHEDULE "D"
PARKING PLAN SHOWING TEN ACCESSIBLE PARKING SPACES

