



District of West Vancouver

Housing Agreement Authorization Bylaw No. 5066, 2020
(707 & 723 Main Street, formerly known as "752 Marine Drive")

Effective Date: August 13, 2020

District of West Vancouver

Housing Agreement Authorization Bylaw No. 5066, 2020

Table of Contents

Part 1	Citation.....	1
Part 2	Severability	1
Part 3	Housing Agreement.....	1
	Schedule A – Housing Agreement	3

District of West Vancouver

Housing Agreement Authorization Bylaw No. 5066, 2020

A bylaw to authorize an amendment to a housing agreement.

WHEREAS the District entered into an agreement with the Owner of land that is now described as LOT 1 DISTRICT LOT 1040 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP83749, PID 030-487-668 (the “Land”), which agreement is registered as a covenant under charge number CA6913627, and notice of the agreement was filed under number CA6913628 (the “Housing Agreement”);

AND WHEREAS the Owner and the District have agreed to amend the Housing Agreement;

NOW THEREFORE, the Council of The Corporation of the District of West Vancouver enacts as follows:

Part 1 Citation

- 1.1 This bylaw may be cited as “Housing Agreement Authorization Bylaw No. 5066, 2020”.

Part 2 Severability

- 2.1 If a portion of this bylaw is held invalid by a Court of competent jurisdiction, then the invalid portion must be severed and the remainder of this bylaw is deemed to have been adopted without the severed section, subsection, paragraph, subparagraph, clause or phrase.

Part 3 Housing Agreement

- 3.1 The District of West Vancouver is authorized to enter into an agreement to amend housing agreement under section 483 of the *Local Government Act*, which amendment agreement shall be substantially in the form attached to this bylaw as Schedule A, with the owner of the Land.
- 3.2 The Mayor and Corporate Officer are authorized to execute and deliver the amendment agreement authorized by this Bylaw.

Schedules

Schedule A – Agreement to amend the Housing Agreement

READ A FIRST TIME on May 25, 2020

READ A SECOND TIME on July 17, 2020

READ A THIRD TIME on July 17, 2020

ADOPTED by the Council on August 13, 2020.

[Original signed by Acting Mayor]

Acting Mayor

[Original signed by Corporate Officer]

Corporate Officer

Schedule A – Agreement to amend the Housing Agreement

Housing Agreement Amendment

PART 2 – TERMS OF INSTRUMENT

AFFORDABLE RENTAL HOUSING AGREEMENT AND COVENANT MODIFICATION AGREEMENT

(Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT dated for reference March 11, 2020 is

BETWEEN:

PARK ROYAL SHOPPING CENTRE HOLDINGS LTD., Inc. No. BCC0596935, 3rd Floor, 100 Park Royal, West Vancouver, BC V7T 1A2

(the “**Owner**”)

AND:

DISTRICT OF WEST VANCOUVER, a municipal corporation pursuant to the *Local Government Act* and having its offices at 750 17th Street, West Vancouver, BC V7V 3T3

(the “**District**”)

WHEREAS:

- A. The Owner is the registered owner of the land and premises located at 707 and 723 Main Street Drive in the District of West Vancouver, legally described in Part 2 of the *Land Title Act* Form C attached to and forming part of this Agreement (the “**Land**”);
- B. The Owner and the District entered into an agreement under section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, registered in the New Westminster Land Title Office on July 6, 2018, under number CA6913627 and CA6913628 (the “**Original Agreement**”) which requires that development and use of the Lands comply with certain conditions concerning the provision of affordable dwelling units; and
- C. The Owner and the District have agreed to amend the Original Agreement in the manner set out below.

NOW THEREFORE in consideration of the payment of \$1.00 by each party to the other and other good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the Owner and the District covenant and agree pursuant to section 219 of the *Land Title Act*, and section 483(5) of the *Local Government Act*, as follows:

1. The Original Agreement is amended as follows:
 - (a) Section 2.3(a) is deleted and replaced with “to create an air space parcel containing no fewer than 138 Dwelling Units, and containing every Dwelling Unit located above the second storey of the West Block.
 - (b) in Section 2.4, every reference to “100 Dwelling Units” is deleted and replaced with:

“195 Dwelling Units”
 - (c) in Section 2.5, the reference to “51 of the 100 Dwelling Units” is replaced with “57 of the 195 Dwelling Units”.
 - (d) In Section 2.6 the reference to “100 Dwelling Units” is replaced with “195 Dwelling Units” and the reference to “49 Dwelling Units” is replaced with “138 Dwelling Units”:
2. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
3. The Owner will do everything necessary, at the Owner’s expense, to ensure that this Agreement will be noted and registered against title to the Lands in priority to all financial charges and financial encumbrances which may have been registered or are pending registration against title to the Lands save and except those specifically approved in advance in writing by the District or in favour of the District, and the Owner further acknowledges that a notice under section 483(5) of the *Local Government Act* will be filed on the title to the Lands.
4. It is mutually understood, agreed and declared by and between the parties hereto that:
 - (a) if any Section of this Agreement or any part of a Section is found to be unlawful or unenforceable, that part or Section, as the case may be, shall be considered separate and severable and the remaining parts or Sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law;
 - (b) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require and, where the Owner consists

of more than one person, the term "Owner" shall mean all such persons jointly and severally;

- (c) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (d) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement; and
- (e) all terms, conditions, covenants and agreements of the Original Agreement not specifically modified by this Agreement shall remain unchanged and in full force and effect.

In witness whereof, the parties have executed the *Land Title Act* Form C or Form D, as the case may be, attached to and forming part of this Agreement.

END OF DOCUMENT