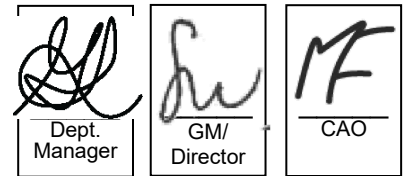


AGENDA INFORMATION	
☐ Regular Meeting	Date: _____
☐ Other:	Date: _____



The District of North Vancouver REPORT TO COUNCIL

June 24, 2026
File: 09.3900.20/000.000

AUTHOR: Rhonda Schell, Deputy Corporate Officer, Legislative Services

SUBJECT: Bylaw 8739, 8738, 8740, and 8742 – OCP Amendment & Rezoning: 520-540 Mountain Highway, 1505-1571 Fern Street & 1514-1574 Hunter Street (“Seylynn Centre”)

RECOMMENDATION:

THAT “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8739, 2025 (Amendment 56)” is ADOPTED;

AND THAT “District of North Vancouver Rezoning Bylaw 1453 (Bylaw 8738)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8740, 2025 (520-540 Mountain Highway, 1505-1570 Fern Street, and 1514-1574 Hunter Street – Market Rental Housing)” is ADOPTED;

AND THAT “Housing Agreement Bylaw 8742, 2025 (520-540 Mountain Highway, 1505-1571 Fern Street, and 1514-1574 Hunter Street – Non Market Rental Housing)” is ADOPTED.

BACKGROUND:

Bylaws 8739, 8738, 8740, and 8742 received first reading on July 21, 2025 ([Staff report dated July 9, 2025](#)).

A public hearing for bylaws 8739 and 8738 was held and closed on September 16, 2025.

The bylaws received second and third readings on October 20, 2025.

The bylaws are now ready to be considered for adoption by Council.

Options:

1. Adopt the bylaws;
2. Give no further readings and abandon the bylaws at third reading; or,
3. Rescind third reading and debate possible amendments to the bylaws.

SUBJECT: Bylaw 8739, 8738, 8740, and 8742 – OCP Amendment & Rezoning: 520-540 Mountain Highway, 1505-1571 Fern Street & 1514-1574 Hunter Street (“Seylynn Centre”)

June 24, 2026

Page 2

Respectfully submitted,



Rhonda Schell
Deputy Corporate Officer, Legislative Services

Attachments:

1. Bylaw 8739
2. Bylaw 8738
3. Bylaw 8740
4. Bylaw 8742

REVIEWED WITH:		
☐ Business and Economic _____	☐ Finance _____	External Agencies: ☐ Library Board _____ ☐ Museum and Archives _____ ☐ NSEM _____ ☐ NS Health _____ ☐ NVRC _____ ☐ RCMP _____ ☐ Other: _____
☐ Bylaw Services _____	☐ Fire Services _____	
☐ Clerk's Office _____	☐ Golf _____	
☐ Climate and Biodiversity _____	☐ Housing _____	
☐ Communications _____	☐ Human Resources _____	
☐ Community Planning _____	☐ Integrated Planning _____	
☐ Development _____	☐ ITS _____	
Engineering _____	☐ Parks _____	
☐ Development Services _____	☐ Real Estate _____	
☐ Engineering _____	☐ Solicitor _____	
Infrastructure _____	☐ Transportation _____	
☐ Engineering Public _____		
Works _____		
☐ Environment _____		
☐ Facilities _____		

The Corporation of the District of North Vancouver

Bylaw 8739

A bylaw to amend District of North Vancouver Official Community Plan Bylaw 7900, 2011

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8739, 2025 (Amendment 56)”.

Amendments

2. District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8739, 2025 (Amendment 56) is amended as follows:

- a) Amend Map 2, the Land Use Map for the District by changing the land use designation from “Commercial Residential Mixed-Use Level 3 (CRMU3) and “Residential Level 6: Medium Density Apartment” (RES6) to “Commercial Residential Mixed-Use Level 4” (CRMU4) and “Parks, Open Space and Natural Areas” (POSNA) as shown on Schedule A of this bylaw;
- b) Amend Section 2.5 Land Use Designations for the Urban Structure, by amending the table of land use designations to include Commercial Residential Mixed-Use Level 4 immediately following the Commercial Residential Mixed-Use Level 3 description as follows:

COMMERCIAL RESIDENTIAL MIXED-USE LEVEL 4

Areas designated for commercial residential mixed-use level 4 are intended predominantly to provide for high density uses up to approximately 4.5 FSR. Development in this designation may include residential or commercial uses, which encompass retail, office service and hotel uses, or a mix of residential and commercial uses.

- c) Amend 12.5 Consolidated List of Land Use Designations, by amending the table of land use designations to include Commercial Residential Mixed-Use Level 4 immediately following the Commercial Residential Mixed-Use Level 3 description as follows

COMMERCIAL RESIDENTIAL MIXED-USE LEVEL 4

Areas designated for commercial residential mixed-use level 4 are intended predominantly to provide for high density uses up to approximately 4.5 FSR. Development in this designation may include residential or commercial

uses, which encompass retail, office service and hotel uses, or a mix of residential and commercial uses.

READ a first time July 21, 2025 by a majority of all Council members.

PUBLIC HEARING held September 16, 2025

READ a second time October 20, 2025 by a majority of all Council members.

READ a third time October 20, 2025 by a majority of all Council members.

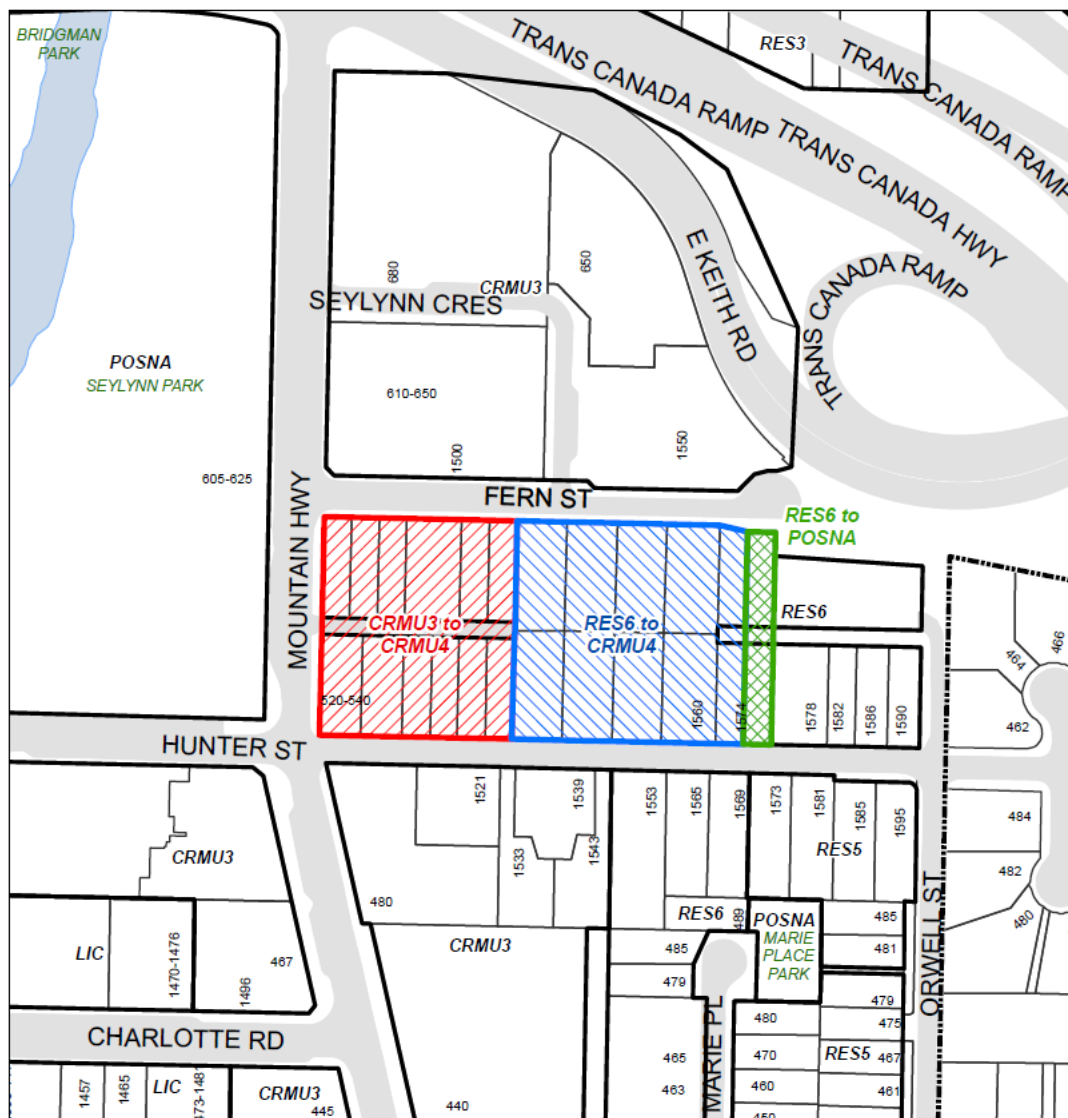
ADOPTED by a majority of all Council members.

Mayor

Corporate Officer

Schedule A to Bylaw 8739

District of North Vancouver Official Community Plan Bylaw 7900, 2011, Amendment Bylaw 8739, 2025 (Amendment 56)



- Map 2** Land Use: as illustrated in Schedule A, by changing the land use designation, on Map 2, of the properties from "Commercial Residential Mixed-Use Level 3" (CRMU3) to "Commercial Residential Mixed-Use Level 4" (CRMU4)
- Map 2** Land Use: as illustrated in Schedule A, by changing the land use designation, on Map 2, of the properties from "Residential Level 6: Medium Density Apartment" (RES6) to "Commercial Residential Mixed-Use Level 4" (CRMU4)
- Map 2** Land Use: as illustrated in Schedule A, by changing the land use designation, on Map 2, of the properties from "Residential Level 6: Medium Density Apartment" (RES6) to "Parks, Open Space, and Natural Areas" (POSNA)



THIS PAGE LEFT BLANK INTENTIONALLY

The Corporation of the District of North Vancouver

Bylaw 8738

A bylaw to amend the Zoning Bylaw 3210, 1965

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “District of North Vancouver Rezoning Bylaw 1453 (Bylaw 8738)”.

Amendments

2. District of North Vancouver Zoning Bylaw 3210, 1965 is amended as follows:
 - a) Part 2A, Definitions is amended by adding CD 157 to the list of zones that Part 2A applies to.
 - b) Section 301(2) by inserting the following zoning designation: “Comprehensive Development Zone 157 (CD157)”
 - c) Part 4B Comprehensive Development Zone Regulations by inserting the following, inclusive of Schedule B:

“4B 157 Comprehensive Development Zone 157

CD157

The CD157 zone is applied to:

- i. PID 007-708-670, Amendment Lot 7 (SEE 217450L), Block 11, District lot 613, Plan 3881;
- ii. PID: 012-076-503, Amended Lot 5 (SEE 217450L), Block 11, District lot 613, Plan 3881;
- iii. PID: 007-676-841, Lot 4, Block 11, District Lot 613, Plan 3881;
- iv. PID: 007-676-816, Lot 3, Block 11, District Lot 613, Plan 3881;
- v. PID: 002-884-470, Lot 2, Block 11, District Lot 613, Plan 3881;
- vi. PID: 002-884-542, Lot 1, Block 11, District Lot 613, Plan 3881;
- vii. PID: 009-745-718, Lot 25, Block 7, District Lot 613, Plan 9135;
- viii. PID: 009-745-700, Lot 24, Block 7, District Lot 613, Plan 9135;
- ix. PID: 009-745-696, Lot 23, Block 7, District Lot 613, Plan 9135;
- x. PID: 009-745-688, Lot 22, Block 7, District Lot 613, Plan 9135;
- xi. PID: 031-869-386, Lot 1, Block 9, District Lot 613, Group 1 New Westminster District Plan Epp123712;
- xii. PID: 012-076-597, Lot 9 Except: Part On Highway Plan 41, Block 9 District Lot 613, Group 1 New Westminster District Plan 3881;

- xiii. PID: 012-076-589, Lot 8 Except: Part On Highway Plan 41, Block 9 District, Lot 613, Group 1 New Westminster District Plan 3881;
- xiv. PID: 006-978-398, Lot 21, Block 7, District Lot 613, Plan 9135
- xv. PID: 009-745-670, Lot 20, Block 7, District Lot 613, Plan 9135;
- xvi. PID: 009-745-661, Lot 19, Block 7, District Lot 613, Plan 9135;
- xvii. PID: 009-745-653, Lot 18, Block 7, District Lot 613, Plan 9135;
- xviii. PID: 012-076-520, Lot 14, Block 11, District Lot 613, Plan 3881;
- xix. PID: 012-076-511, Lot 13, Block 11, District Lot 613, Plan 3881;
- xx. PID: 012-076-571, Lot A, Block 11, District Lot 613, Plan 3881;
- xxi. PID: 003-548-031, Lot D, Block 11, District Lot 613, Plan 18886;
- xxii. PID: 002-716-925, Lot C, Block 11, District Lot 613, Plan 18886; and
- xxiii. PID: 005-549-884, Lot 8, Block 11, District Lot 613, Plan 3881.

4B 157 – 1 Intent

The purpose of the CD157 Zone is to permit a mixed-use development including commercial, office, residential, non-market residential, childcare, and plaza space.

4B 157 – 2 Permitted Uses

The following *principal* uses shall be permitted:

a) Uses Permitted Without Conditions:

Not applicable.

b) Conditional Uses:

The following *principal* uses are permitted when the conditions outlined in Section 4B 157-3 Conditions of Use, are met:

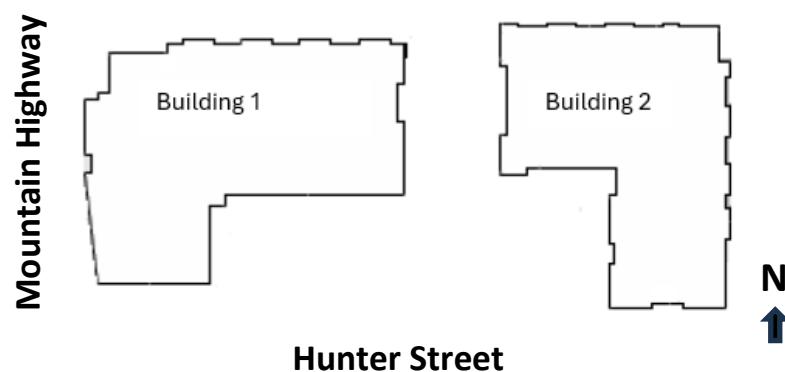
Child care facility;
Live-work use;
Office use;
Personal service use;
Service use;
Restaurant use;
Residential use;
Retail use;
Social gathering use; and
Take-out restaurant use.

4B 157 – 3 Conditions of Use

- a) **All conditional uses:** All uses of land, buildings and structures are only permitted when the following condition of use is met:
 - i) All aspects of the use are completely contained within an enclosed building except for:
 - 1. Parking and loading areas;
 - 2. *Outdoor customer services areas*;
 - 3. The display of goods;
 - 4. Outdoor amenity areas (plazas, roof decks, play areas, and private or semi-private outdoor space); and
 - 5. Plazas and park areas.
- b) **Child care facility:** *Childcare uses are only permitted when the following conditions are met:*
 - i) A minimum of 530m² (5,705 sq.ft.) of the total permissible gross floor area must be used for *Child care facility*.
- c) **Live-work:** *Live-work use* is only permitted when the following conditions are met:
 - i) *Live-Work* units are provided fronting Hunter Street located in the Building 2 as identified in Figure 1;
 - ii) Each dwelling unit has access to private or semi-private outdoor space;
 - iii) Each dwelling unit has exclusive access to a designated storage or bicycle storage space;
 - iv) Each dwelling unit has a public entrance; and
 - v) *Live-Work* units will not accommodate restaurant or social gathering uses.
- d) **Office:** *Office use* is only permitted when the following conditions are met:
 - i) *Office use* must not be located within any commercial units on the ground level.
 - ii) *Office use* must be located on third level of the building identified as Building 1 in Figure 1, or within designated work-live units.

- e) **Restaurant:** *Restaurant use* is only permitted when the following conditions are met:
- (i) any *outdoor customer service area* must be operationally and physically tied to the principal use premises which it serves; and
 - (ii) The size of an Outdoor Customer Service Area shall not exceed 50% of the total gross floor area of the principal use to which the Outdoor Customer Service Area is accessory, or 50% of the number of seats permitted for the principal use to which the Outdoor Customer Service Area is accessory, whichever is the lesser.
- f) **Residential:** *Residential uses* are only permitted when the following conditions are met:
- i) Each dwelling unit has access to private or semi-private outdoor space;
 - ii) Each dwelling unit has exclusive access to a designated storage or bicycle storage space; and
 - iii) Balcony enclosures are not permitted.
- g) **Personal Service:** *Personal Service uses* are only permitted when the following conditions are met:
- i) *Personal Service use* must not be located within commercial units fronting Mountain Highway.
 - ii) *Personal Service use* must be located on third level of the building identified as Building 1 in Figure 1, or within commercial units fronting solely Hunter Street.

Figure 1



4B 157 – 4 Accessory Use

- a) *Accessory Uses* customarily ancillary to the principal uses are permitted.
- b) *Home occupations* in residential dwelling units are permitted.
- c) *Outdoor customer service areas* are permitted.

4B 157 – 5 Density

- a) The maximum permitted density is 56,966 m² (613,176 sq.ft.) *gross floor area*.
- b) A minimum of 2,766 m² (29,773 sq.ft.) must be used for commercial purposes which can include in combination: *restaurant use, take-out restaurant use, personal service use, office use, retail use, and service use*.
- c) A minimum of 390 m² (4,198 sq.ft.) of the total permissible gross floor area must be used for *Restaurant use and Retail use* singly and in combination and does not include live-work use.
- d) For the purpose of calculating *gross floor area* the following are exempted:
 - i.) Parking, stairwells, utility rooms, elevator lobbies, and bike storage areas located below grade in a structure which has an exposed exterior wall less than 1.2 m (4 ft) above finished grade;
 - ii.) Covered and partially covered parking and loading areas;
 - iii.) *End of trip facilities*;
 - iv.) *Bicycle parking spaces, Class 1*;
 - v.) Residential storage areas that are located outside of residential units to a maximum of 350 m² (3,767 sq.ft.);
 - vi.) Double height volume space up to a maximum of 293 m² (3,154 sq.ft.);
 - vii.) Garbage, Recycling, Mechanical and Electrical and Water Meter Rooms located on the ground floor in accordance with "Table 1"; and
 - viii.) Common amenity space in accordance with "Table 1".

Table 1 – Maximum Exempted Floor Space		
Area	Maximum exempted common and amenity spaces	Maximum exempted garbage, recycling mechanical and electrical room/enclosures
Building 1	742 m ² (7,987 sq.ft.)	487 m ² (5,242 sq.ft.)
Building 2	785 m ² (8,450 sq.ft.)	330 m ² (3,552 sq.ft.)
Total	1,527 m ² (16,436 sq.ft.)	787 m ² (7,556 sq.ft.)

4B157 – 6 Setbacks

- a) The minimum building setbacks are established in “Table 2”.
- b) The minimum building setbacks are measured from the property line to the closest building face.
- c) The following are excluded from setback calculations:
 - i. any underground or partially exposed parking structure with exposed exterior wall less than 1.2 m (4 ft) above finished grade,
 - ii. window wells,
 - iii. balcony columns, and
 - iv. alcove projections, or projecting balconies.

when the above noted projections do not exceed depths as outlined in Section 409 of the Zoning Bylaw.

Table 2 – Setbacks (minimum)	
North	3.7 m (12.1 ft)
East	8.7 m (28.5 ft)
South	7.4 m (24.3 ft)
West	3.0 m (9.8 ft)

4B157– 7 Height

- a) For the purpose of measuring building *height*, the rules set out in the definition of *height* in Part 2 of this Bylaw apply, except that *height* will be measured from the *finished grade*.
- b) In addition to Part 4 General Regulations, Section 407 Height Exceptions, the following height exceptions shall apply in the CD157 zone: Elevator penthouses, heating, cooling, ventilation and other mechanical equipment required for building operations are permitted above the maximum height limit, provided they are completely screened and integrated into the building's design and do not extend more than the maximum height exceptions as outlined in Table 3.

Table 3 – Building Height			
Building	Maximum Building Height	Maximum Height Exceptions	Maximum storeys
Building 1	109 m (357.6 ft)	5 m (16.4 ft)	34
Building 2	96 m (315.0 ft)	5 m (16.4 ft)	30

4B157– 8 Coverage

- a) Building Coverage: The maximum building coverage is 43%.
- b) Site Coverage: The maximum site coverage is 66%.

4B157– 9 Landscaping and Storm Water Management

- a) All land areas not occupied by buildings and patios shall be landscaped in accordance with a landscape plan approved by the District of North Vancouver.
- b) Screening consisting of solid fence, architectural screening, landscaping or a combination thereof, is required around the following:
 - i) any utility boxes, water meter chambers, vents or pumps that are not located underground and/ or within a building; and
 - ii) any solid waste (garbage, recycling, compost) or loading areas or facilities that are not located underground and/or within a building.

4B157– 10 Flood Construction Requirements

- a) All construction must reflect requirements to address the flood hazard, in particular, all habitable floor space must be constructed above the established flood construction levels, and any basements or underground parking garages constructed must incorporate appropriate flood protection measures as determined by a professional engineer specializing in flood hazard assessment and as required by any restrictive covenant registered on the title of the property.

4B157– 11 Parking, Loading, and Servicing Regulations

- a) Parking and loading are to be provided in accordance with “Table 4” and a minimum of 4.5% of all required parking will be accessible stalls:

Table 4 – Parking Requirements (minimum)	
Use	Minimum Parking Requirements
<i>Residential strata</i>	0.98 spaces/unit
<i>Residential market rental units including Live-work where the units are secured as rental in perpetuity</i>	0.66 stalls/unit
<i>Residential non-market rental units where the units are secured as rental in perpetuity</i>	0.57 spaces/unit
Commercial including <i>office use, personal service use, restaurant use, retail use, and service use</i>	1 space per 45 m ²
Child care facility	11 spaces
Visitor	0.1 spaces/unit
Accessible	4.5% of all required parking

- b) Commercial parking is based on a blended rate for all uses excluding residential and live-work use and shall be shared with the required visitor parking.
- c) The provision of small car parking spaces shall not exceed 35% of the required parking spaces.
- d) Bicycle parking is required in accordance with “Table 5”:

Table 5 - Bicycle Parking	
Class 1 – Long Term	1,188, of which 16 must be for commercial and childcare purposes.
Class 2 – Short Term	46, of which 26 must be for commercial purposes.

- e) Except as specifically provided in 4B157-11, Parking and Loading shall be provided in accordance with Part 10 of this Bylaw.”

(End of CD157 Zone)

- d) The Zoning Map is amended in the case of the lands illustrated on the attached map (Schedule A) by rezoning the land from the Single Family Residential 6000 Zone (RS4) to Comprehensive Development Zone 157 (CD157) and Neighbourhood Park (NP).

Severability

3. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw

READ a first time July 21, 2025

PUBLIC HEARING held September 16, 2025

READ a second time October 20, 2025

READ a third time October 20, 2025

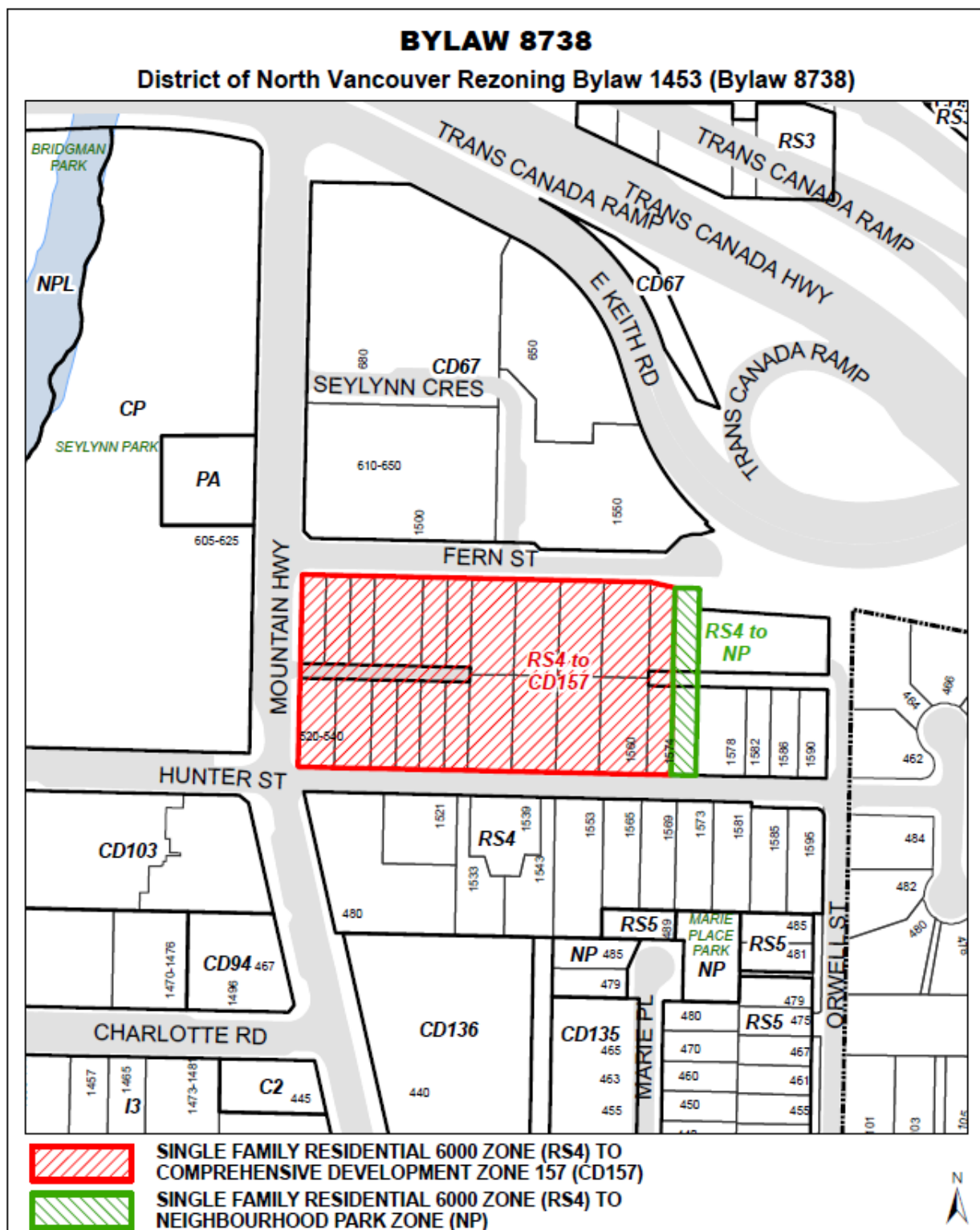
APPROVED by the Ministry of Transportation and Infrastructure on October 27, 2025

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8738



The Corporation of the District of North Vancouver

Bylaw 8740

A bylaw to enter into a Housing Agreement
(520 Mountain Highway – Rental Housing)

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8740, 2025 (520-540 Mountain Highway, 1505-1571 Fern Street, and 1514-1574 Hunter Street – Market Rental Housing)”.

Authorization to Enter into Agreement

1. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 0928206 BC Ltd., substantially in the form attached to this Bylaw as Schedule A with respect to the lands legally described in Schedule B.

Execution of Documents

2. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

Severability

3. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw.

READ a first time July 21, 2025.

READ a second time October 20, 2025

READ a third time October 20, 2025

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw _____

**SECTION 219 COVENANT and RENT CHARGE
MARKET RENTAL HOUSING AGREEMENT**

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

0928206 B.C. LTD., 600 Mountain Highway, North
Vancouver, BC, V7J 2L6

(the "Developer")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH
VANCOUVER**, 355 West Queens Road, North Vancouver, BC
V7N 4N5

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8740, 2025 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the Developer hereby acknowledges, the parties covenant and agree pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:
- (a) “At Arm’s Length”, as it applies to a relationship between the Owner (as landlord) and any other person (as tenant), means a relationship in which such other person is:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the British Columbia Business Corporations Act as of the date of this Agreement;
 - (b) “*Below Market Rental Housing Agreement*” means the housing agreement under section 483 of the *Local Government Act* and section 219 of the *Land Title Act* entered into between the District and the Developer authorized by Housing Agreement Bylaw 8742, 2025
 - (c) “*Below Market Rental Air Space Parcel*” has the meaning given to it in the Below Market Rental Housing Agreement;
 - (d) “*Below Market Rental Units*” means collectively the 2 studio-bedroom, 40 one-bedroom Dwelling Units, 12 two-bedroom Dwelling Units and 18 three-bedroom Dwelling Units in the Rental Building constructed and operated or to be constructed and operated on the Land pursuant to the Below Market Housing Agreement;
 - (e) “*Consumer Price Index*” means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver;
 - (f) “*Development Covenant*” means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CB_____;
 - (g) “*Director*” means the District’s General Manager of Planning, Permits and Properties and his or her designate;
 - (h) “*Dwelling Unit*” means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
 - (i) “*Land*” has the meaning given to it in Recital A hereto until the date upon which an air space subdivision, if any, creating, inter alia, the Market Rental Air Space Parcel and Below Market Rental Air Space Parcel is deposited and fully registered at the LTO, and after such date Land means the Market Rental Air Space Parcel and Below Market Rental Air Space Parcel;

- (j) “*LTO*” means the New Westminster Land Title Office and any successor of that office;
- (k) “*Market Rental Air Space Parcel*” means the air space parcel generally as shown on the sketch plan attached hereto as Schedule “A” which is or will be created by the air space subdivision of the Land in accordance with the Development Covenant, which said Market Rental Air Space Parcel contains or will contain the Market Rental Units;
- (l) “*Market Rental Units*” means all of the Dwelling Units in the Rental Building which are not Below Market Rental Units, each in the location and satisfying the criteria and requirements set out in the Development Covenant;
- (m) “*Master Development Plan*” has the meaning given to it in the Development Covenant;
- (n) “*Owner*” means the Developer or a successor in title to the Developer, and any other person or persons registered in the LTO as owner of the Land from time to time thereafter, or of any parcel into which the Land is consolidated or subdivided, whether in that person’s own right or in a representative capacity or otherwise;
- (o) “*Proposed Development*” means the proposed development of the Land as contemplated by Development Permit No. _____ and by the Development Covenant;
- (p) “*Rental Building*” means the building constructed or to be constructed on the Land containing the Market Rental Units and the Below Market Rental Units as contemplated in the Development Covenant; and
- (q) “*Rental Units*” means the 345 Dwelling Units which together comprise the Market Rental Units and the Below Market Rental Units;
- (r) “*Subdivided*” means the division of land into two or more parcels by any means, including by deposit of an air space subdivision plan or other subdivision plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan).

2. **Market Rental Units** – The Proposed Development must include the Rental Building which must contain the Below Market Rental Units and 270 Market Rental Units each in the location and configuration and satisfying the criteria and requirements set out in the Development Covenant.
3. **Use of Market Rental Units** – Except to the limited extent set out in the Development Covenant relating to the live-work use of some of the Market Rental Units, the Market Rental Units may not be used for any purpose whatsoever save and except for the purpose of rental housing pursuant to arm’s length month-to-month residential tenancy agreements or arm’s length residential tenancy agreements with terms not exceeding one year in duration (including all periods in respect of which any rights or renewal,

contingent or otherwise have been granted, other than a right to continue in possession on a month-to-month basis after expiry of the initial term).

4. **Partial Discharge** – At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement (including a discharge of the section 219 covenant and notice of housing agreement referred to in section 10) from all of the Land other than the Market Rental Air Space Parcel, provided that:
 - (a) the air space subdivision creating the Market Rental Air Space Parcel is deposited and fully registered at the LTO;
 - (b) the Director is satisfied that the Developer has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Units, the Rental Building, the Below Market Rental Air Space Parcel, and the Market Rental Air Space Parcel, and has obtained occupancy permits for all of the buildings in the Proposed Development and all Dwelling Units located therein (including the Rental Units); and
 - (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Below Market Rental Air Space Parcel in favour of the District in priority to all financial charges.
5. **No Subdivision** – The Market Rental Air Space Parcel, once created, and any improvements from time to time thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
6. **Relaxation of At Arm's Length Requirement** – the provisions in this Agreement that require a tenant to be At Arm's Length may be relaxed by the Director, in his or her sole discretion, upon the written request of the Owner on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this section 4 will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.
7. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
 - (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from the Market Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Market Rental Units provided that the Owner may withhold or redact any personal information contained in a residential tenancy agreement that must not be disclosed pursuant to the Freedom of Information and Protection of Privacy Act, or any successor legislation.
8. **Damages and Rent Charge**

- (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$300.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12-month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
 - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 8(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 8(a) is due and payable to the District in accordance with subsection 8(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
 - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.
9. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
10. **Notice of Housing Agreement** – For clarity, 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) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
11. **Compliance with Laws** – The Owner will at times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, bylaws, and orders of the District and other authorities having jurisdiction, including all rules, regulations, policies, guidelines and the like under or pursuant to them.

12. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District's administration costs (as determined by the District's charge out rate for District staff time) in connection with the preparation or enforcement of this Agreement and all other covenants, agreements and statutory rights of way granted by the Owner to the District or entered into between the Owner and the District in respect of the development of the Land contemplated in this Agreement and ancillary documents and any modifications, discharges and partial discharges of them from time to time, and the costs of registration of such documents in the LTO.
13. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
14. **Interpretation** – In this Agreement:
- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
 - (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the "Land" or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;

- (k) reference to a “party” is a reference to a party to this Agreement and their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
 - (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
15. **Notice** – All notices and other communications required or permitted to be given under this Agreement must be in writing and must be sent by registered mail or delivered as follows:
- (a) if to the Owner, as follows:

 0928206 B.C. Ltd.
 600 Mountain Highway
 North Vancouver, BC, V7J 2L

 Attention:
 Email:
 - (b) if to the District, as follows:

 The Corporation of the District of North Vancouver
 355 West Queens Road
 North Vancouver, BC V7N 4N5

 Attention: General Manager of Planning, Properties and Permits
 Email:

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail

services is restored or assured. If a party changes its address, it must immediately give notice of its new address to the other party as provided in this section.

16. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
17. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
18. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
19. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;
 - (b) impose on the District or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
20. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
21. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and covenant executed and delivered under seal, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with them and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is consolidated (including by the removal of interior parcel boundaries) by any means.

22. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
23. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Dwelling Unit; and
 - (c) the District 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.
24. **Further Acts** - The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
25. **Joint Obligations of Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
26. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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 and unaffected by that holding or by the severance of that part.
27. **No Joint Venture or Partnership** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
28. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
29. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule "A" to Housing Covenant and Rent Charge
Sketch Plan of Market Rental Air Space Parcel

Schedule B to Bylaw 8740
Legal Description(s) of the Land

PID 007-708-670, Amendment Lot 7 (SEE 217450L), Block 11, District lot 613, Plan 3881;

PID: 012-076-503, Amended Lot 5 (SEE 217450L), Block 11, District lot 613, Plan 3881;

PID: 007-676-841, Lot 4, Block 11, District Lot 613, Plan 3881;

PID: 007-676-816, Lot 3, Block 11, District Lot 613, Plan 3881;

PID: 002-884-470, Lot 2, Block 11, District Lot 613, Plan 3881;

PID: 002-884-542, Lot 1, Block 11, District Lot 613, Plan 3881;

PID: 009-745-718, Lot 25, Block 7, District Lot 613, Plan 9135;

PID: 009-745-700, Lot 24, Block 7, District Lot 613, Plan 9135;

PID: 009-745-696, Lot 23, Block 7, District Lot 613, Plan 9135;

PID: 009-745-688, Lot 22, Block 7, District Lot 613, Plan 9135;

PID: 031-869-386, Lot 1, Block 9, District Lot 613, Group 1 New Westminster District Plan Epp123712;

PID: 012-076-597, Lot 9 Except: Part On Highway Plan 41, Block 9 District Lot 613, Group 1 New Westminster District Plan 3881;

PID: 012-076-589, Lot 8 Except: Part On Highway Plan 41, Block 9 District, Lot 613, Group 1 New Westminster District Plan 3881;

PID: 006-978-398, Lot 21, Block 7, District Lot 613, Plan 9135

PID: 009-745-670, Lot 20, Block 7, District Lot 613, Plan 9135;

PID: 009-745-661, Lot 19, Block 7, District Lot 613, Plan 9135;

PID: 009-745-653, Lot 18, Block 7, District Lot 613, Plan 9135;

PID: 012-076-520, Lot 14, Block 11, District Lot 613, Plan 3881;

PID: 012-076-511, Lot 13, Block 11, District Lot 613, Plan 3881;

PID: 012-076-571, Lot A, Block 11, District Lot 613, Plan 3881;

PID: 003-548-031, Lot D, Block 11, District Lot 613, Plan 18886;

PID: 002-716-925, Lot C, Block 11, District Lot 613, Plan 18886; and,

PID: 005-549-884, Lot 8, Block 11, District Lot 613, Plan 3881.

THIS PAGE LEFT BLANK INTENTIONALLY

The Corporation of the District of North Vancouver

Bylaw 8742

A bylaw to enter into a Housing Agreement
(520 Mountain Highway– Below Market Rental Housing)

The Council for The Corporation of the District of North Vancouver enacts as follows:

Citation

1. This bylaw may be cited as “Housing Agreement Bylaw 8742, 2025 (520-540 Mountain Highway, 1505-1571 Fern Street, and 1514-1574 Hunter Street – Non Market Rental Housing)”.

Authorization to Enter into Agreement

2. The Council hereby authorizes a housing agreement between The Corporation of the District of North Vancouver and 0928206 BC Ltd., substantially in the form attached to this Bylaw as Schedule A with respect to the lands legally described in Schedule B.

Execution of Documents

3. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Housing Agreement.

Severability

4. If any section, subsection or clause of this bylaw is for any reason held to be invalid by the decision of a court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this Bylaw

READ a first time July 21, 2025.

READ a second time October 20, 2025

READ a third time October 20, 2025

ADOPTED

Mayor

Corporate Officer

Schedule A to Bylaw 8742

SECTION 219 COVENANT and RENT CHARGE HOUSING AGREEMENT (BELOW MARKET RENTAL HOUSING)

THIS AGREEMENT dated for reference _____, 20__

BETWEEN:

0928206 B.C. LTD., 600 Mountain Highway, North Vancouver,
BC, V7J 2L6

(the "Developer")

AND:

**THE CORPORATION OF THE DISTRICT OF NORTH
VANCOUVER**, 355 West Queens Road, North Vancouver, BC
V7N 4N5

(the "District")

WHEREAS:

- A. The Developer is the registered owner in fee simple of lands in the District of North Vancouver, British Columbia legally described in Item 2 of the Form C General Instrument Part 1 to which this Agreement is attached and which forms part of this Agreement (the "Land");
- B. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land, construction on land or the subdivision of land;
- C. Section 483 of the *Local Government Act* permits the District to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure and availability of dwelling units located on the Land;
- D. The elected council of the District has adopted Housing Agreement Bylaw 8742, 2025 authorizing the District to enter into this Agreement; and
- E. The Developer and the District wish to enter into this Agreement to restrict the subdivision and use of, and construction on, the Land on the terms and conditions of this agreement, to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*.

NOW THEREFORE in consideration of the sum of \$10.00 now paid by the District to the Developer and other good and valuable consideration, the receipt and sufficiency of which the Developer hereby acknowledges, the parties covenant and agree pursuant to section 219 of the *Land Title Act* (British Columbia) as follows:

1. **Definitions** – In this Agreement and the recitals hereto:

- (a) *“At Arm’s Length”* means:
 - (i) not in any other contractual relationship with the Owner or any director, officer or other senior employee of the Owner;
 - (ii) unrelated by blood, marriage or personal relationship to any director, officer or other senior employee of the Owner; and
 - (iii) not employed by any corporate entity that is an affiliate of the Owner, as that term is defined in the *British Columbia Business Corporations Act* as of the date of this Agreement;
- (b) *“Below Market Adjustment”* means an increase or decrease (as applicable) in the Below Market Rental Rate at the commencement of a Subsequent Occupancy of each Below Market Rental Unit, such that the Below Market Rental Rate on the commencement of said Subsequent Occupancy will be equal to a percentage of the then most current median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization) in the District of North Vancouver primary rental market for studio (which percentage will be 90 %), one-bedroom (which percentage will be 90%), two-bedroom (which percentage will be 90%) or three-bedroom (which percentage will be 90%), as applicable;
- (c) *“Below Market Rental Rate”* means for each Below Market Rental Unit for the calendar year in which a certificate of final occupancy is issued for the Rental Building by the District, the rate set out in Schedule “B” for the applicable Below Market Rental Unit, which said rate will be:
 - (i) updated on the commencement date of the First Occupancy for said Below Market Rental Unit such that the Below Market Rental Rate for said unit will be equal to a percentage of the then most current median rent published by the Canadian Mortgage and Housing Corporation (or by a successor or replacement organization) in the District of North Vancouver primary rental market for studio-bedroom (which percentage will be 90%) one-bedroom (which percentage will be 90%), two-bedroom (which percentage will be 90%) or three-bedroom (which percentage will be 90%), as applicable;
 - (ii) updated again on the commencement date of each Subsequent Occupancy for said Below Market Rental Unit by the Below Market Adjustment,
 - (iii) increased for each year of a specific tenancy by not more than the annual rent increase amount provided for in the Residential Tenancy Act and regulations made thereunder,

and *“Below Market Rental Rates”* means all of said rental rates for all of the Below Market Rental Units;

- (d) *"Below Market Rental Units"* means collectively the 2 studio-bedroom, 40 one-bedroom Dwelling Units, 12 two-bedroom Dwelling Units and 18 three-bedroom Dwelling Units in the Rental Building shown in Schedule "C", each satisfying the criteria and requirements set out in the Development Covenant, including, without limitation, a requirement that the Below Market Rental Units must be designed and constructed to the same standard, in terms of layout, workmanship and materials, as the Market Rental Units in the Rental Building;
- (e) *"Childcare Facility"* has the meaning given to it in the Development Covenant;
- (f) *"Consumer Price Index"* means the all-items consumer price index published by Statistics Canada, or its successor in function, for Vancouver all items consumer price index;
- (g) *"Development Covenant"* means the covenant under section 219 of the *Land Title Act* dated for reference _____, 20__ granted by the Owner to the District and registered at the LTO against the Land under number CB_____;
- (h) *"Director"* means the District's General Manager of Planning, Properties and Permits and his or her designate;
- (i) *"Dwelling Unit"* means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (j) *"Eligibility Requirements"* means:
 - (i) aggregate annual household gross income that is within the low to moderate income range published from time to time by British Columbia Housing Management Commission (BC Housing) or a successor or replacement entity (but if BC Housing or a successor or replacement entity ceases to exist then Eligible Requirement means aggregate annual household gross income that is less than or equal to 333% of the annual rent for the size of Below Market Rental Unit proposed to be rented, which rent, for greater certainty, may not be greater than the then current Below Market Rental Rate for the unit), where said aggregate income is established by way of true copies of the previous year's income tax returns for each household member or individual who will reside in the Below Market Rental Unit provided, however, a person will be deemed not to meet this eligibility requirement if the Owner has reasonable grounds to believe that such person is not in need of subsidized housing (e.g. seniors with a substantial assets or students with financial support from parents) even if such person would otherwise meet the criteria set out above; and
 - (ii) a household size and composition that is commensurate with and justifies the size of the subject Below Market Rental Unit. For example, a household consisting of one adult would not be commensurate with and would not justify a two-bedroom Below Market Rental Unit;
- (k) *"Eligible Person"* means a person meeting the Eligibility Requirements;

- (l) *“First Occupancy”* means the first occupancy of each Below Market Rental Unit pursuant to residential tenancy agreements in accordance with section 9, which said First Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner or the Housing Society and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (m) *“Housing Society”* means a registered housing society approved in writing by the District as contemplated in section 6 herein;
- (n) *“Land”* has the meaning given to it in Recital A hereto until the date upon which an air space subdivision creating at least one air space parcel from the Land is deposited and fully registered at the LTO, and after such date Land means the parcel(s) containing the Rental Building;
- (o) *“LTO”* means the New Westminster Land Title Office and any successor of that office;
- (p) *“Market Rental Housing Agreement”* means the housing agreement under section 483 of the *Local Government Act* and section 219 of the *Land Title Act* entered into between the District and the Developer authorized by Housing Agreement Bylaw 8740, 2025;
- (q) *“Market Rental Units”* means all of the Dwelling Units in the Rental Building which are not Below Market Rental Units, each in the location and satisfying the criteria and requirements set out in the Development Covenant and in the Market Rental Housing Agreement;
- (r) *“Master Development Plan”* has the meaning given to it in the Development Covenant;
- (s) *“Owner”* means the Developer or a successor in title to the Developer, and any other person or persons registered in the LTO as owner of the Land from time to time thereafter, whether in that person’s own right or in a representative capacity or otherwise;
- (t) *“Proposed Development”* means the proposed development of the Land as contemplated by Development Permit No. _____ and by the Development Covenant;
- (u) *“Rental Building”* means the building constructed or to be constructed on the Land containing the Rental Units as contemplated in the Development Covenant;
- (v) *“Rental Units”* means the 345 Dwelling Units in the Rental Building which together comprise the Market Rental Units and the Below Market Rental Units;
- (w) *“Residential Rental Parcel”* means, collectively, the parcel(s) generally as shown on the sketch plan attached hereto as Schedule “A” which is, are or will be created by the air space subdivision of the Land (either as one or more air space parcels or as the remainder of the Land) in accordance with the Development

Covenant, which said Residential Rental Parcel contains, or will contain, among other things, the Below Market Rental Units;

- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof, and includes all regulations made thereunder;
- (y) "*Subdivided*" means the division of land into two or more parcels by any means, including by deposit of a subdivision, reference or other plan under the *Land Title Act*, lease, or deposit of a strata plan or bare land strata plan under the *Strata Property Act* (including deposit of any phase of a phased bare land strata plan) or by way of fractional interests, leases or otherwise;
- (z) "*Subsequent Occupancy*" means any occupancy of a Below Market Rental Unit after the First Occupancy pursuant to residential tenancy agreements in accordance with section 9, which said Subsequent Occupancy continues until the tenant vacates the Below Market Rental Unit whether or not the tenant has entered into a new or revised residential tenancy agreement with the Owner or the Housing Society and whether or not the term of the residential tenancy agreement is otherwise extended or renewed;
- (aa) "*Transfer*" shall mean any transfer of the fee simple interest in the Land or any estate or interest, legal or beneficial, therein or any part thereof, including without limitation a transfer by operation of law;
- (bb) "*Transferee*" shall mean any person to whom a Transfer is made or intended to be made;
- (cc) "*Zoning Amendment Bylaw*" means District of North Vancouver Rezoning Bylaw 1453 (Bylaw 8738, 2025); and
- (dd) "*Zoning Bylaw*" means the District of North Vancouver Zoning Bylaw No. 3210, 1965 as modified by the Zoning Amendment Bylaw and as further amended, consolidated, re-enacted or replaced from time to time.

2. **Rental Units** – The Owner covenants and agrees with the District that:

- (a) the Rental Building will contain the Rental Units; and
- (b) the Owner will, at the Owner's expense, apply for and make all *reasonable efforts to obtain Approving Officer approval of an air space* subdivision to create one or more separate legal parcels for the Rental Building and, upon obtaining said Approving Officer approval, the Owner will do everything necessary, at the Owner's expense, to fully register the approved air space plan at the LTO.

3. **Partial Discharge** – At the request of the Owner and at the Owner's sole expense, the District will deliver to the Owner discharge(s) in registrable form discharging this Agreement (including a discharge of the section 219 covenant and notice of housing agreement referred to in section 17) from all of the Land other than the Residential Rental Parcel, provided that:

- (a) the air space subdivision creating the Residential Rental Parcel is deposited and fully registered at the LTO;
 - (b) the Director is satisfied that the Owner has met all of its obligations under all provisions of the Development Covenant that relate to the Rental Units, the Rental Building, and the Residential Rental Parcel, and has obtained occupancy permits for all of the buildings in the Proposed Development and all Dwelling Units located therein (including the Rental Units); and
 - (c) this Section 219 Covenant – Housing Agreement remains registered at the LTO against title to the Residential Rental Parcel in favour of the District in priority to all financial charges.
4. **No Subdivision** – The Residential Space Parcel, once created, and any improvements from time to time therein or thereon may not be subdivided by any means whatsoever, including, without limitation, by subdivision plan, strata plan, fractional interest, lease or otherwise.
5. **General Restrictions on Use and Occupation**
- (a) No part of the Land may be used or built upon and no buildings or structures on or to be built upon the Land shall be used or occupied unless the Owner is in full compliance with its obligations hereunder.
 - (b) The Rental Building must contain only the Rental Units and the Childcare Facility.
6. **The Housing Society** – No building or structure on the Land shall be occupied for any purpose, and the Owner shall not offer for rent any Rental Units or enter into any residential tenancy agreements in respect of any Rental Units, unless and until:
- (a) the Owner:
 - (i) has entered into a lease, licence or operating agreement with a Housing Society in respect of the Below Market Rental Units, said agreement to be in form and substance acceptable to the District; or
 - (ii) is a Housing Society; and
 - (b) the Owner:
 - (i) if it is not a Housing Society, has caused the Housing Society to enter into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Below Market Rental Units; or
 - (ii) if it is a Housing Society, has entered into a separate agreement with the District in form and substance acceptable to the District regarding the operation of the Below Market Rental Units.
7. **Use of Below Market Rental Units** – The Below Market Rental Units must not be used for any purpose whatsoever save and except for the purpose of providing below market

rental housing in accordance with this Agreement and all applicable laws, including, without limitation, residential tenancy laws in British Columbia. The Owner must make commercially reasonable efforts to keep the vacancy rate in relation to the Below Market Rental Units equal to or less than the vacancy rate in relation to the Market Rental Units.

8. **Occupancy Restriction** – No Below Market Rental Unit may be occupied except by:

- (a) a person meeting the Eligibility Requirements who is At Arm's Length from the Owner and the Housing Society pursuant to month-to-month residential tenancy agreements or residential tenancy agreements with terms not exceeding three years in duration (including all periods in respect of which any rights or renewal, contingent or otherwise have been granted, other than a right to continue in possession on a month-to-month basis after expiry of the initial term) between, as landlord, the Owner or the Housing Society, and, as tenant, the said person, where said tenancy agreements comply with all of the requirements of section 9; and
- (b) the other members of the person's household, provided that the income of all members (other than income of legal dependents up to a maximum of \$20,000 per year per dependent) is included in the determination of eligibility under the Eligibility Requirements.

9. **Tenancy Agreements** - The Owner or Housing Society shall not suffer, cause or permit occupancy of any Below Market Rental Unit except pursuant to a residential tenancy agreement that:

- (a) does not require payment of rent or any other consideration directly or indirectly that exceeds the Below Market Rental Rate for the Below Market Rental Unit, but the tenant may be required to pay:
 - (i) additional consideration for parking, storage, bicycle storage and sub-metered utilities provided that the additional consideration does not exceed the following amounts:
 - (A) for a parking stall/bicycle storage locker: an amount that does not exceed the amount charged from time to time for a parking stall to tenants in the Market Rental Units;
 - (B) for a storage locker/bicycle storage locker: an amount not exceeding the amount charged from time to time for a storage locker to tenants in the Market Rental Units; and
 - (C) for sub-metered utilities consumed in the Below Market Rental Units, provided that the rate for sub-metered utilities does not exceed the rate charged from time to time for sub-metered utilities to tenants in the Market Rental Units and the same sub-metered utilities methodology is applied to the Below Market Rental Units and the Market Rental Units; and
 - (ii) third party providers directly for utilities, internet services and, if approved by the Director acting reasonably, other services not usually included in

rent, except the cost of heat, air conditioning and hot water which must be included in the Below Market Rental Rate no matter who provides these services;

- (b) does not require the rent to be prepaid at an interval greater than monthly;
- (c) prohibits the tenant from subletting the unit, assigning the tenancy agreement, or operating the unit on a short-term rental basis (less than one month), except to the extent that the *Residential Tenancy Act* restricts or prohibits such prohibitions;
- (d) requires the tenant to provide within 30 days of demand true copies of the most recent filed income tax returns or assessment notices from Canada Revenue Agency for each occupant of the unit; and
- (e) contains a provision that, if the tenant ceases to qualify for the Below Market Rental Unit because the Tenant no longer meets the Eligibility Requirements, the Owner or Housing Society may end the residential tenancy agreement by giving the tenant a clear six months' notice to end the tenancy in accordance with section 49.1, or any renumbering thereof, of the *Residential Tenancy Act*.

10. **Rental Application Process** – The Owner and the Housing Society must:

- (a) accept applications for residential occupancy of the Below Market Rental Units from all applicants meeting the Eligibility Requirements;
- (b) maintain a housing list of all eligible applicants from whom the Owner or the Housing Society has accepted applications;
- (c) where Below Market Rental Units become available for occupancy, offer the units to persons on the housing list in the order in which their applications were made, unless:
 - (i) the person no longer meets the Eligibility Requirements; or
 - (ii) the Owner or the Housing Society does not consider the person to be an acceptable candidate for occupancy of that Below Market Rental Units because the person does not satisfy other reasonable and fair criteria established by the Owner or the Housing Society from time to time; and
- (d) make the housing list available to the District upon request.

11. **Relaxation of Arm's Length Requirement** – The provisions in this Agreement that require a tenant to be At Arm's Length may be relaxed by the Director, in his or her sole discretion, upon the written request of the Owner or Housing Society on a case-by-case basis. Any such relaxation in relation to any particular residential tenancy agreement is not to be construed as or constitute a waiver of the requirements in relation to any other residential tenancy agreement. No relaxation of the restrictions in this section 11 will be effective unless it is granted in writing by the Director prior to the execution and delivery of the residential tenancy agreement to which the relaxation relates.

General Provisions

12. **Duty to Account and Report** – In addition to the other covenants and obligations to be performed by the Owner hereunder, the Owner covenants and agrees that it will:
 - (a) keep or cause to be kept separate true and accurate records and accounts in accordance with generally accepted accounting principles regarding the rental income earned from the Below Market Rental Units; and
 - (b) deliver to the District, on request of the District, copies of all current tenancy agreements in respect of the Below Market Rental Units provided that the Owner may withhold or redact any personal information contained in a residential tenancy agreement that must not be disclosed pursuant to the Freedom of Information and Protection of Privacy Act, or any successor legislation.
13. **Statutory Declaration** – Within thirty days after receiving notice from the District, the Owner must deliver to the District a statutory declaration, substantially in the form attached as Schedule “D”, sworn by the Owner under oath before a commissioner for taking affidavits in British Columbia, containing all of the information required to complete the statutory declaration.
14. **Damages and Rent Charge**
 - (a) The Owner acknowledges that the District requires compliance with the provisions in this Agreement for the benefit of the community. The Owner therefore agrees that for each day the Land is occupied in breach of this Agreement, the Owner must pay the District \$300.00 (the “Daily Amount”), as liquidated damages and not as a penalty, due and payable at the offices of the District on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 each calendar year by the 12 month average percent increase in the Consumer Price Index for the previous calendar year. The Owner agrees that payment may be enforced by the District in a court of competent jurisdiction as a contract debt.
 - (b) By this section, the Owner grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of the amounts described in subsection 14(a). The District agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under subsection 14(a) is due and payable to the District in accordance with subsection 14(a). The District may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
 - (c) The Director may, in his or her sole discretion, grant to the Owner full or partial relief from the obligation to pay liquidated damages on a case-by-case basis if the Owner establishes to the satisfaction of the Director, in the Director’s discretion, that the breach for which the Daily Amount is payable was inadvertent. No such relief in relation to any particular default is to be construed as or deemed to constitute relief in relation to any other default other default.

15. **Specific Performance** – The Owner agrees that, without affecting any other rights or remedies the District may have in respect of any breach of this Agreement, the District is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. The Owner agrees that this is reasonable given the public interest in restricting occupancy of the Land in accordance with this Agreement.
16. **Modification Procedure** – Minor modifications to this Agreement may be considered and approved by the Director in his or her discretion. The Director in his or her discretion shall determine whether or not a proposed modification is “minor”. All approvals must be in writing.
17. **Notice of Housing Agreement** – For clarity, 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) the District is required to file a notice of housing agreement in the LTO against title to the Land; and
 - (c) once such a notice is filed, this Agreement, as a housing agreement under section 483 of the *Local Government Act*, binds all persons who acquire an interest in the Land in perpetuity.
18. **Cost** – The Owner shall comply with all requirements of this Agreement at its own cost and expense, and shall pay the reasonable costs and expenses incurred and payment and expenditures made by the District, including without limitation, all survey, advertising, legal fees and disbursements and the District’s administration costs (as determined by the District’s charge out rate for District staff time) in connection with any enforcement, modifications or discharges and partial discharges of this Agreement or any agreements contemplated in this Agreement from time to time.
19. **Limitation on Owner’s Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
20. **Interpretation** – In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statute, by-law and regulations;
 - (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

- (d) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
 - (e) reference to the “Land” or to any other parcel of land is a reference also to any parcel into which it is subdivided or consolidated by any means (including the removal of interior parcel boundaries) and to each parcel created by any such subdivision or consolidations;
 - (f) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;
 - (g) reference to any enactment includes any regulations, orders, permits or directives made or issued under the authority of that enactment;
 - (h) unless otherwise expressly provided, referenced to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced;
 - (i) time is of the essence;
 - (j) all provisions are to be interpreted as always speaking;
 - (k) reference to a “party” is a reference to a party to this Agreement and their respective heirs, executors, successors (including successors in title), trustees, administrators and receivers;
 - (l) reference to the District is a reference also to is elected and appointed official, officer, employees and agents;
 - (m) reference to a “day”, “month”, “quarter”, or “year” is a reference to a calendar day, calendar month, calendar quarter or calendar year, as the case may be, unless otherwise expressly provided;
 - (n) where the word “including” is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word “including”; and
 - (o) any act, decision, determination, consideration, opinion, consent or exercise of discretion by a party or person as provided in this Agreement must be performed, made, formed or exercised acting reasonably, except that any act, decision, determination, consideration, consent, opinion or exercise of discretion that is said to be within the “sole discretion” of a party or person may be performed, made, formed or exercised by that party or person in the sole, unfettered and absolute discretion of that party or person.
21. **Notice** – Any notice, request or demand required or permitted to be given hereunder will be sufficiently given only if personally delivered (including by nationally recognized courier, with signature obtained upon delivery) or mailed by prepaid registered post as follows:

- (a) to the Owner as follows:

0928206 B.C. Ltd.
600 Mountain Highway
North Vancouver, BC, V7J 2L

Attention:

Email:

- (b) to the District as follows:

The Corporation of the District of North Vancouver
355 West Queens Road
North Vancouver, BC V7N 4N5

Attention: General Manager, Planning, Properties, and Permits

Email:

Any notice or other communication that is delivered is considered to have been given on the next business day after it is dispatched for delivery. Any notice or other communication that is sent by registered mail is considered to have been given five days after the day on which it is mailed at a Canada Post office. If there is an existing or threatened strike or labour disruption that has caused, or may cause, an interruption in the mail, any notice or other communication must be delivered until ordinary mail services is restored or assured. If a party changes its address, it must immediately give notice of its new address to the other party as provided in this section.

22. **No Waiver** – No provision or breach of this Agreement, or any default, is to be considered to have been waived or acquiesced in by a party unless the waiver is express and is in writing by the party. The waiver by a party of any breach by the other party of any provision, or default, is not to be construed as or constituted a waiver of any further or other breach or the same or any other provision or default.
23. **Rights are Cumulative** – All rights and remedies of a party under or in respect of this Agreement (including its breach) are cumulative and are in addition to, and do not exclude or limit any other right or remedy. All rights and remedies may be exercised concurrently.
24. **Third Party Beneficiaries** – Except as may be expressly provided in this Agreement, this Agreement is not to be interpreted to create rights in, or to grant remedies to, any third party as a beneficiary of this Agreement or of any duty or obligation created by this Agreement.
25. **No Effect on Laws or Powers** – This Agreement and the Owner's contributions, obligations and agreements set out in this Agreement do not:
 - (a) affect or limit the discretion, rights, or powers of the District or the Approving Officer under any enactment or at common law, including in relation to the use, development, servicing or subdivision of the Land;

- (b) impose on the District or the Approving Officer any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (d) relieve the Owner from complying with any enactment, including in relation to the use, development, servicing or subdivision of the Land.
- 26. **Binding Effect** – This Agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, trustees, receivers and successors (including successors in title).
- 27. **Covenant Runs With the Land** - Every provision of this Agreement and every obligation and covenant of the Owner in this Agreement, constitutes a deed and a covenant executed and delivered under seal, and also a covenant granted by the Owner to the District in accordance with section 219 of the *Land Title Act*, and this Agreement burdens the Land to the extent provided in this Agreement, and runs with it and binds the Owner's successors in title. This Agreement also burdens and runs with every parcel into which the Land is consolidated (including by the removal of interior parcel boundaries) by any means.
- 28. **Voluntary Agreement** - The Owner acknowledges that the Owner has entered into this Agreement voluntarily and has taken legal advice with regard to the entry of this Agreement and the development of the Land.
- 29. **Agreement for Benefit of District Only** – The Owner and the District agree that:
 - (a) this Agreement is entered into only for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier or user of the property, the Land or the building or any portion thereof, including any Dwelling Unit; and
 - (c) the District 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.
- 30. **Limitation on the Owner's Obligations** - The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
- 31. **Further Acts** - the Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.
- 32. **Joint Obligations of the Owner** - If two or more persons execute this Agreement as Owner, the liability of each such person to observe and perform all of the Owner's obligations pursuant to this Agreement will be deemed to be joint and several.
- 33. **Severance** - If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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 and unaffected by that holding or by the severance of that part.

34. **No Joint Venture or Partnership** - Nothing in this Agreement shall constitute the Owner as the agent, joint venturer or partner of the District or give the Owner any authority or power to bind the District in any way.
35. **Amendment** - This Agreement may be amended from time to time by agreement between the Owner and the District. Except as otherwise expressly provided in this Agreement, the amendment agreement must be by an instrument in writing duly executed by the Owner and the District.
36. **Deed and Contract** - By executing and delivering this Agreement each of the parties intends to create both a new contract and a deed of covenant executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

Schedule “A” to Section 219 Covenant
Residential Rental Parcel

Schedule “B” to Section 219 Covenant

Initial Below Market Rental Rates

**Schedule “C” to Section 219 Covenant
Below Market Units**

Schedule "D" to Section 219 Covenant

Statutory Declaration

CANADA	)	IN THE MATTER OF A HOUSING
	)	AGREEMENT with The Corporation of
PROVINCE OF BRITISH COLUMBIA	)	the District of North Vancouver (the
	)	"Housing Agreement")

I, _____, of _____, British Columbia, do solemnly declare:

1. That I am the Owner of the Land legally described as [insert legal] and make this declaration to the best of my personal knowledge.

[or]

That I am the _____ (director, officer, employee) of the Owner of the Land legally described as [insert legal] and [make this declaration to the best of my personal knowledge] [have been informed by _____ and believe the statement in this declaration to be true].

2. This declaration is made pursuant to the Housing Agreement in respect of the Land.
3. For the period from _____, _____ to _____, _____, all Below Market Rental Units on the Land were occupied by Eligible Persons, as that term is defined in the Housing Agreement, whose names and addresses appear below, pursuant to residential tenancy agreements complying with the Housing Agreement.

Name of Eligible Person	Age of Eligible Person	Other Resident(s) of Dwelling Unit	Apt. No.

4. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

SWORN BEFORE ME at the _____,)
 in the Province of British Columbia, this _____ day)
 of _____, 20____.)

 A Commissioner for Taking Affidavits for British
 Columbia

 Signature of person making declaration

Schedule B to Bylaw 8742

Legal Description(s) of the Land

PID: 007-708-670, Amended Lot 7 (See 217450L), Block 11, District Lot 613, Plan 3881;

PID: 012-076-503, Amended Lot 5 (See 217450L), Block 11, District Lot 613, Plan 3881;

PID: 007-676-841, Lot 4, Block 11, District Lot 613, Plan 3881;

PID: 007-676-816, Lot 3, Block 11, District Lot 613, Plan 3881;

PID: 002-884-470, Lot 2, Block 11, District Lot 613, Plan 3881;

PID: 002-884-542, Lot 1, Block 11, District Lot 613, Plan 3881;

PID: 009-745-718, Lot 25, Block 7, District Lot 613, Plan 9135;

PID: 009-745-700, Lot 24, Block 7, District Lot 613, Plan 9135;

PID: 009-745-696, Lot 23, Block 7, District Lot 613, Plan 9135;

PID: 009-745-688, Lot 22, Block 7, District Lot 613, Plan 9135;

PID: 031-869-386, Lot 1, Block 9, District Lot 613, Group 1 New Westminster District Plan EPP123712;

PID: 012-076-597, Lot 9 Except: Part On Highway Plan 41, Block 9, District Lot 613, Group 1 New Westminster District Plan 3881;

PID: 012-076-589, Lot 8 Except: Part On Highway Plan 41, Block 9, District Lot 613, Group 1 New Westminster District Plan 3881;

PID: 006-978-398, Lot 21, Block 7, District Lot 613, Plan 9135

PID: 009-745-670, Lot 20, Block 7, District Lot 613, Plan 9135;

PID: 009-745-661, Lot 19, Block 7, District Lot 613, Plan 9135;

PID: 009-745-653, Lot 18, Block 7, District Lot 613, Plan 9135;

PID: 012-076-520, Lot 14, Block 11, District Lot 613, Plan 3881;

PID: 012-076-511, Lot 13, Block 11, District Lot 613, Plan 3881;

PID: 012-076-571, Lot A, Block 11, District Lot 613, Plan 3881;

PID: 003-548-031, Lot D, Block 11, District Lot 613, Plan 18886;

PID: 002-716-925, Lot C, Block 11, District Lot 613, Plan 18886; and

PID: 005-549-884, Lot 8, Block 11, District Lot 613, Plan 3881.

THIS PAGE LEFT BLANK INTENTIONALLY