

VILLAGE OF PEMBERTON

BYLAW No. 970, 2024

A bylaw to authorize the Village of Pemberton to enter into a housing agreement (Aspect Rental Suites)

WHEREAS Council may, by bylaw, under Section 483 of the *Local Government Act*, enter into a housing agreement which may include terms and conditions agreed to by the Village of Pemberton and the Owner respecting the occupancy of affordable housing units identified in the Agreement;

AND WHEREAS the Owner has offered to enter into and register a housing agreement to ensure that the housing units are developed as proposed on the lands described in this bylaw, and the Village has deemed it expedient to require the Owner to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*;

NOW THEREFORE, the Council of the Village of Pemberton, in open meeting assembled, **ENACTS AS FOLLOWS:**

GENERAL

- 1 (1) The municipality is authorized to enter into a housing agreement pursuant to section 483 of the *Local Government Act*, in substantially the form attached to this bylaw as Schedule "A", with respect to the land located in the Village of Pemberton known as 1422 Pemberton Portage Road (Parcel B (Being A Consolidation Of Lots 1 To 3, See CB1027633) District Lot 203 Lillooet District Plan 12595), as shown shaded on the map attached to this bylaw as Schedule "B".
- (2) The mayor and the chief administrative officer of the municipality are authorized to execute the housing agreement on behalf of the municipality.

CITATION

2. This bylaw may be cited as "Village of Pemberton Housing Agreement Bylaw No. 970, 2024 (Aspect Rental Suites)."

SCHEDULES

3. Schedules A and B are attached to and form part of this bylaw.

READ A FIRST TIME this 9th day of July, 2024.

READ A SECOND TIME this 9th day of July, 2024.

READ A THIRD TIME this 9th day of July, 2024.

ADOPTED this 23rd day of July, 2024.

Mike Richman, Mayor

Gwendolyn Kennedy, Corporate Officer

HOUSING AGREEMENT/ SECTION 219 COVENANT

THIS AGREEMENT dated for reference _____, 2024

IS BETWEEN:

ASPECT RENTAL SUITES LTD., INC. NO. BC1434798, a corporation incorporated under the laws of the Province of British Columbia, having its registered and records office at 2500 – 700 West Georgia Street, Vancouver, B.C. V7Y 1B3

(the “**Owner**”)

AND:

VILLAGE OF PEMBERTON, a municipal corporation incorporated pursuant to the Local Government Act, having offices at 7400 Prospect Street, Pemberton, British Columbia

(the “**Village**”)

WHEREAS:

- A. The Owner is the registered owner of those lands located in the Village of Pemberton legally described as:

PARCEL B, PLAN KAP12595, DISTRICT LOT 203, LILLOOET LAND DISTRICT,
(BEING A CONSOLIDATION OF LOTS 1 TO 3, SEE CB1027633)

PID: 032-108-192

(the “**Lands**”).

- B. The Owner has applied to the Village for approval to construct a Development in accordance with Building Permit Application No. 2022-2141 (the “**BP Application**”) in one legal parcel for the purposes of providing Residential Units for Rental Purposes.
- C. The Village may, pursuant to section 483(1) of the Local Government Act, enter into an agreement with an owner of land that includes terms and conditions regarding the occupancy, tenure, and availability of Dwelling Units, as well as regarding rents and lease, sale or share prices that may be charged, and the rates at which these may be increased over time.
- D. The Owner and the Village wish to enter into this Agreement to provide for housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the Land Title Act and a housing agreement under section 483 of the Local Government Act.

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- E. The Council of the Village has enacted a bylaw under section 483 of the Local Government Act to enter into this Agreement.

In consideration of good and valuable consideration (the receipt and sufficiency of which is acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the Village covenant and agree as follows:

Article 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions - In this Agreement the following words have the following meanings:

- (a) **“Acceptable Corporation”** means a corporation carrying on an active business anywhere in Canada including affiliates of that corporation (as the term “affiliates” is defined in the Business Corporations Act (British Columbia)), but for the purposes of this Agreement an Acceptable Entity is not an Acceptable Corporation;
- (b) **“Acceptable Entity”** means:
 - (i) a not-for-profit corporation, society or partnership duly registered in any jurisdiction in Canada;
 - (ii) any Canadian government, including any federal, provincial or municipal government; and
 - (iii) any Crown Corporation formed by any Canadian government;
- (c) **“Agreement”** means this Housing Agreement/Section 219 Covenant together with the General Instrument;
- (d) **“Building”** means the building to be constructed on the Lands pursuant to the BP Application;
- (e) **“Development”** means the construction of a Building on the Lands in accordance with the BP Application, as amended from time to time and as approved by the Village through its Development Authorization process;
- (f) **“Development Authorization”** with respect to the Lands means any development permit(s), and any building permit(s) to be issued by the Village authorizing the Development of the Lands, or any portion thereof;
- (g) **“Dwelling Unit”** has the meaning given in the Village’s Zoning Bylaw;
- (h) **“Eligible Tenant”** means:
 - (i) a person who is a Local Resident or, in the event that a Local Resident is not available, a person who is not a Local Resident;
 - (ii) an Acceptable Entity; and

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- (iii) an Acceptable Corporation that at any time has the right to occupy no more eight (8) Residential Units under individual Tenancy Agreement(s);
- (i) “**General Instrument**” means the Form C under the Land Title (Transfer Forms) Regulations, as amended, and all appendices and addenda to the Form C charging the Lands and citing these express charge terms;
- (j) “**Lands**” means the land described on page 1 above and in Item 2 of the General Instrument and any part, including the Building or any portion of the Building;
- (k) “**Local Resident**” means a person who provides evidence to the Owner of Local Resident Bona-Fides as at the date of the Tenancy Agreement;
- (l) “**Local Resident Bona-Fides**” means:
 - (i) a bill for utilities or a bank statement in the name of a Local Resident bearing an address within the boundary of the Village of Pemberton or the Squamish Lillooet Regional District-Area C and dated within the previous thirty (30) day period; or
 - (ii) a pay stub in the name of or letter addressed to a Local Resident from an employer bearing an address within the boundary of the Village of Pemberton or the Squamish Lillooet Regional District-Area C, demonstrating that Local Resident’s proof of current employment;
- (m) “**LTO**” means the Land Title Office in Vancouver/New Westminster, British Columbia or its successor;
- (n) “**Occupancy Permit**” means a permit granted by the Village prior to the use or occupancy of the Building or part thereof by an Eligible Tenant;
- (o) “**Owner**” means the Transferor described in the General Instrument, and any permitted successor or assign, and includes any future or subsequent owner of the Lands or Residential Units;
- (p) “**Pre-Construction Completion Leasing Campaign**” and “**PCCLC**” means a period no more than 6 months prior to the Owner’s estimated completion date of construction of the Building in which the Owner seeks to secure Eligible Tenants to execute Tenancy Agreements to occupy Residential Units once construction of the Building is complete and the Occupancy Permit has been granted;
- (q) “**PCCLC Notice**” means a notice in writing from the Owner to The Village thirty (30) days prior to the commencement of the PCCLC;
- (r) “**PCCLC Summary**” means a notice in writing from the Owner to the Village within thirty (30) days of completion of PCCLC confirming the number of Local Resident Tenancy Agreements secured during the PCCLC;
- (s) “**Related Person**” means, where the registered or beneficial Owner of the Residential Units, is:

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- (i) a corporation (as such term is defined in the Business Corporations Act (British Columbia), then a Related Person is:
 - (A) an officer, director, or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece, or nephew of any such officer, director or shareholder; or
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece, or nephew of such individual;
- (t) **“Rental Purposes”** means a Residential Unit which is not occupied by the Owner or by a Related Person, but which is made available by the Owner only to an Eligible Tenant for use as rental accommodation governed by a Tenancy Agreement between the Owner and the Eligible Tenant;
- (u) **“Residential Unit”** means any of the Dwelling Units to be constructed on the Lands as part of the Development;
- (v) **“Statutory Declaration”** means a Statutory Declaration in the form attached as Schedule “A” to this Agreement;
- (w) **“Subdivide”** means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the Land Title Act, the Strata Property Act, or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the Real Estate Act;
- (x) **"Tenancy Agreement"** means a tenancy agreement, lease, license or other agreement between the Owner and an Eligible Tenant granting that Eligible Tenant the right to occupy a Residential Unit;
- (y) **“Term”** means the term of this Agreement as set out in section 2.2;
- (z) **“Village”** means the Village of Pemberton or any employee, contractor, agent, delegate or assignee designated by Village Council to act on its behalf with respect to this Agreement or any rights or powers granted to the Village hereunder; and
- (aa) **“Zoning Bylaw”** means Village of Pemberton Zoning Bylaw No. 1982, 2018, as amended or replaced from time to time.

1.2 **Interpretation** - In this Agreement:

- (a) reference to the singular includes reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;

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- (c) 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;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) the provisions of the Interpretation Act with respect to the calculation of time apply;
- (g) time is of the essence;
- (h) all provisions are to be interpreted as always speaking;
- (i) reference to a “party” is a reference to a party to this Agreement and to that party’s respective successors, assigns, trustees, administrators and receivers; wherever the context so requires, reference to a “party” also includes agents, officers and invitees of the party;
- (j) 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; and
- (k) 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”.

1.3 **Purpose of Agreement** - The Owner and the Village agree that this Agreement is intended to service the public interest by:

- (a) restricting occupancy of the Residential Units to Eligible Tenants; and
- (b) ensuring that each and every Residential Unit shall, at all times, be used for Rental Purposes.

1.4 **Appendices** – The following appendices are attached and form part of this Agreement:

- (a) Schedule “A” – Statutory Declaration

Article 2 USE OF LAND

2.1 **Land Use Restrictions** – The Owner covenants and agrees with the Village that:

- (a) the Lands, and all Residential Units, must be used only in strict accordance with this Agreement;
- (b) the Owner will, at all times, ensure that the Lands are used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the Village and all federal, provincial, municipal, or local laws, statutes or regulations relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws;

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- (c) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Lands as a Section 219 Covenant and that a notice under subsection 483(5) of the Local Government Act will be filed on the title to the Lands at the LTO, with priority over any mortgage or assignment of rents registered against title the Lands prior to the registration of this Agreement;
- (d) the Lands will not be Subdivided, by any means whatsoever, during the Term; and
- (e) the Owner will not apply for a building permit for any construction or Development on the Lands unless and until the Owner complies with the requirements of section 2.1(c) of this Agreement.

2.2 **Term** – This Term of this Agreement shall commence on execution of this Agreement and remain in effect for ten (10) years after the date of issuance of the last Occupancy Permit issued for the Development.

Article 3 GENERAL TENANCY RESTRICTIONS

3.1 The Owner covenants and agrees with the Village in respect of the use of the Lands and any Residential Unit on, or to be constructed on, the Lands that:

- (a) the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) during the Term, it will not allow any Residential Unit to be used, except for Rental Purposes;
- (c) it hereby authorizes the Village to make such inquiries of the Owner only as it considers necessary in order to confirm that the Owner is complying with this Agreement;
- (d) the Residential Units must be designed and constructed in accordance with the Development Authorizations;
- (e) at all times, every Residential Unit will have the right to use at least one assigned parking stall located on the Lands; and
- (f) it will keep and maintain or cause to be kept and maintained, the Building and the Residential Units and all parts thereof in good repair and in a safe, clean, neat, and tidy condition, reasonable wear and tear, excepted, and will insure, or cause to be insured, the Residential Units to the full replacement cost, against perils normally insured against by strata corporations and owners of similar property in the Village of Pemberton by reasonable and prudent owners of similar residential units, buildings, and lands.

3.2 The Owner covenants and agrees with the Village that the Owner will:

- (a) not be issued with a Development Authorization unless the Development Authorization includes all Residential Units in the Building;
- (b) not occupy, or permit any person to occupy any Residential Units, in part or in whole, constructed on the Lands and the Village will not be obligated to permit occupancy of any

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Residential Units constructed in a Building until all of the following conditions are satisfied:

- (i) the Residential Units have been constructed in accordance with the Development Authorizations;
 - (ii) the Residential Units have received an Occupancy Permit from the Village, whether such permit is conditional or unconditional; and
 - (iii) the Owner is not in breach of any of its obligations under this Agreement or any other agreement between the Village and the Owner in connection with the construction of the Residential Units; and
- (c) make the Residential Units available for rent only by Local Residents for the first thirty (30) days of the Pre-Construction Completion Leasing Campaign (“**PCCLC**”); following the initial thirty-day period of the PCCLC, any remaining vacant Residential Units may be offered for rent to all Eligible Tenants; for clarity:
- (i) at no time other than the first thirty (30) days of the PCCLC shall the Owner be obligated to provide Local Residents with a priority period for leasing the Residential Units;
 - (ii) notwithstanding subsection 3.2(c)(i), whenever (i) a Residential Unit becomes vacant (in this subsection 3.2(c)(ii) a “Vacant Residential Unit”), (ii) the Owner markets the Vacant Residential Unit for rent, and (iii) during the defined period for marketing the Vacant Residential Unit the Owner receives applications to rent the Vacant Residential Unit from more than one prospective tenant, one of whom is a Local Resident, the Vacant Residential Unit shall be leased to any Local Resident that meets the leasing criteria for the Development, provided that nothing herein shall limit the rights of the Owner pursuant to Section 3.3(b); and
 - (iii) the Owner shall not be obligated to independently verify any Local Resident Bona-Fides and shall not bear any liability for any false or misleading Local Resident Bona-Fides provided to the Owner.
- 3.3 The Owner must not rent, lease, license, or otherwise permit occupancy of any Residential Unit except to an Eligible Tenant and except in accordance with the following additional conditions:
- (a) each Residential Unit will be used or occupied by an Eligible Tenant, pursuant to a Tenancy Agreement;
 - (b) at no time will the aggregate of all Residential Units leased to Acceptable Corporations and Acceptable Entities exceed 45% of the total number of Residential Units in the Building; and
 - (c) no Residential Unit shall be rented on less than a thirty (30) days rental period, whatsoever.
- 3.4 The Owner will not demolish any Residential Unit unless the Owner first obtains a demolition permit from the Village. The Village shall provide a demolition permit to the Owner in either of the following circumstances:

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- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length from the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Residential Unit, and the Owner has delivered to the Village a copy of the engineer's or architect's report; or
 - (b) the Building in which a Residential Unit is located is damaged or destroyed, to the extent of 40% or more of its value above its foundations, as determined by the Village in its sole discretion.
- 3.5 Should a demolition permit be issued in accordance with section 3.4, the Lands shall not be redeveloped unless such redevelopment includes the provision of not less than the number of Residential Units that were demolished.
- 3.6 **Management and Long-Term Maintenance** - The Owner covenants and agrees with the Village that, in order to ensure the long-term maintenance of the Residential Units, it will ensure that it will furnish good and efficient management of the Residential Units. The Owner further covenants and agrees with the Village that it will ensure that the Residential Units are maintained in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.
- 3.7 **Tenancy Restrictions** –
- (a) The Owner further covenants and agrees that it shall provide to the Village a PCCLC Notice in writing thirty (30) days prior to the commencement of the PCCLC;
 - (b) The Owner further covenants and agrees to provide to the Village within thirty (30) days of completion of the PCCLC a PCCLC Summary in writing confirming the number of Tenancy Agreements entered into during the PCCLC; and
 - (c) The Owner further covenants and agrees with the Village that, on June 30 of each year during the Term, except for the first year following the issue date of the Occupancy Permit, it shall provide to the Village a Statutory Declaration substantially in the form attached hereto as Schedule "A" certified by the Owner, containing all of the information required to complete the Statutory Declaration.
- Statutory Declarations required by this section may only be used by the Village in accordance with the Freedom of Information and Protection of Privacy Act, as amended or replaced from time to time.
- 3.8 **Application of Agreement** - The Owner acknowledges and agrees that this Agreement will apply to the Lands and to the Building that is to be constructed on the Lands.
- 3.9 **Owner's Duty to Comply** – The Village may provide written notice in accordance with section 7.8 to the Owner of any matter involving a failure by the Owner to comply with this Agreement and upon receipt of such notice, the Owner shall take all necessary steps at its own expense to bring itself back into compliance with this Agreement. Any failure or inability by the Owner to comply with this Agreement within thirty (30) days of receiving notice from the Village shall constitute a default of this Agreement and shall entitle the Village to exercise any of its rights in respect such default under this Agreement, including its rights under Article 5.

Article 4
ADMINISTRATION OF THIS AGREEMENT

- 4.1 **Village to Administer** - Except as otherwise provided for in this Agreement, the Village may monitor, administer, enforce and implement the terms of this Agreement.
- 4.2 **Village Inquiries** - The Owner hereby irrevocably authorizes the Village to make such inquiries with the Owner as it considers reasonably necessary to confirm that the Owner is complying with this Agreement, provided that nothing herein shall permit the Village to contact any tenants of the Building directly. For clarity, the Owner shall be provided a reasonable period of time in which to provide such information.

Article 5
DEFAULT AND REMEDIES

- 5.1 **Specific Performance** - The Owner acknowledges and agrees with the Village that:
- (a) damages are not an adequate remedy to the Village in respect of any breach of this Agreement by the Owner;
 - (b) specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement and that the Village 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 and shall also be entitled to its legal costs on a solicitor and client basis, provided however that nothing in this Agreement shall entitle the Village to do any thing or take any action which would constitute a breach of the *Residential Tenancy Act* or any other legislation governing the rights of any tenants of the Development;
 - (c) it is entering into this Agreement to benefit the public interest in making the rental accommodation for Eligible Tenants available;
 - (d) that the Village's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out; and
 - (e) the Village's rights and remedies under this Agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.
- 5.2 **Cumulative Remedies** - No reference to or exercise of any specific right or remedy under this Agreement or at law or at equity by any party will prejudice, limit or preclude the Village from exercising any other right or remedy. No right or remedy will be exclusive or dependent upon any other right or remedy, but any party, from time to time, may exercise any one or more of such rights or remedies independently, successively, or in combination.
- 5.3 Subject to the final sentence of this section 5.3, the Owner therefore agrees that for each day the Lands are occupied in breach of this Agreement, the Owner must pay the Village \$100.00 (the "**Daily Amount**") as liquidated damages and not as a penalty, due and payable at the offices of the Village on the last day of the calendar month in which the breach occurred. The Daily Amount is increased on January 1 of each year by the amount calculated by multiplying the Daily Amount as of the previous January 1 by the percentage increase between that previous January 1 and the immediately preceding December 31 in the Consumer Price Index. The Owner agrees that payment

may be enforced by the Village in a court of competent jurisdiction as a contract debt or by adding the amount to taxes for the Lands as taxes in arrears. Notwithstanding the preceding part of this section 5.3, the Owner shall not be liable to the Village for payment of the Daily Amount if the Owner believed in good faith that the Lands were occupied at all times in compliance with this Agreement, and the Owner shall not be liable for any breach of this Agreement resulting solely from a tenant who was in fact an Eligible Tenant at the commencement of the term of their lease ceasing to be an Eligible Tenant at any time thereafter without notice to the Owner.

- 5.4 **Rent Charge** - By this section, the Owner grants to the Village a rent charge under section 219 of the Land Title Act, and at common law, securing payment by the Owner to the Village of the Daily Amount as described in section 5.3. The Village agrees that enforcement of the rent charge granted by this section is suspended until the date that is thirty (30) days after the date on which any amount due under section 5.3 is due and payable to the Village in accordance with section 5.3. The Village 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. The Village shall, upon request of the Owner subordinate and postpone this Rent Charge to any financing charges obtained by the Owner in connection with the construction of the Development and the ongoing ownership thereof after completion of the Development.

Article 6 SECTION 219 COVENANT

- 6.1 **Agreement Constitutes Section 219 Covenant** - The Owner agrees, pursuant to section 219 of the Land Title Act, that:
- (a) the terms and conditions of this Agreement constitute a covenant in respect of the use and occupancy of the Lands annexed to and running with the Lands; and
 - (b) the Village may register this Agreement in the LTO against title to the Lands as a covenant pursuant to section 219 of the Land Title Act.

Article 7 MISCELLANEOUS

- 7.1 **Housing Agreement** - The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a housing agreement entered into under section 483 of the Local Government Act; and
 - (b) the Village may register a notice of housing agreement under section 483 of the Local Government Act in the LTO against title to the Lands.
- 7.2 **Modification** – In accordance with section 483(4) of the Local Government Act, this Agreement may be modified or amended from time to time by bylaw duly passed by the Council of the Village, and provided the amended Agreement is signed by both the Village and the Owner.
- 7.3 **Indemnity** - The Owner will indemnify and save harmless the Village and each of its elected officials, officers, directors, and agents, and its and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:

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- (a) any act or omission of the Owner or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;
- (b) the Owner's construction, maintenance, ownership, lease, operation, management or financing of the Lands or any Residential Unit; and
- (c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

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

- (a) ownership, lease, operation or management of the Lands or any Residential Unit under this Agreement; and
- (b) the exercise by the Village of any of its rights under this Agreement or an enactment.

7.5 **Municipal Powers Unaffected** - This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Village under any enactment or at common law, including in relation to the use or Subdivision of the Lands;
- (b) impose on the Village 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 or Subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or Subdivision of the Lands.

7.6 **Agreement for Benefit of Village Only** - The Owner and the Village agree that:

- (a) this Agreement is entered into only for the benefit of the Village;
- (b) this Agreement is not intended to protect the interests of the Owner, any Eligible Tenant, or any future owner, lessee, occupier or user of the Lands, a Residential Unit or any portion thereof;
- (c) the Village 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; and
- (d) upon expiry of this Agreement the Village, at the written request of the Owner, will execute a release and discharge of this Agreement at the cost of the Owner.

7.7 **No Public Law Duty** - Where the Village is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent, the Owner agrees that the Village is under no public law duty of fairness or natural justice in that regard and agrees that the Village may do any of those things in the same manner as if it were a private party and not a public body.

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- 7.8 **Notice** - Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered to the appropriate postal address set below:

To: Village of Pemberton
Manager of Development Services
7400 Prospect Street
P.O. Box 100
Pemberton, B.C. V0N 2L0

And to: the Owner:
Aspect Rental Suites Ltd.
2500 – 700 West Georgia Street,
Vancouver, B.C. V7Y 1B3

or to the most recent postal address provided in a written notice given by each of the parties to the other. Any notice which is delivered is to be considered to have been served or given on the first day after it is dispatched for delivery.

- 7.9 **Enuring Effect** - This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 7.10 **Severability** - If any provision of this Agreement is found to be invalid or unenforceable such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.
- 7.11 **Waiver** - All remedies of the Village will be cumulative and may be exercised by the Village in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the Village exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
- 7.12 **Sole Agreement** - This Agreement, and any documents signed by the Owners contemplated by this Agreement, represent the whole agreement between the Village and the Owner respecting the use and occupation of the Residential Units, and there are no warranties, representations, conditions or collateral agreements made by the Village except as set forth in this Agreement.
- 7.13 **Further Assurance** – Subject to such limitations herein set out, upon request by the Village the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the Village to give effect to this Agreement.
- 7.14 **Covenant Runs with the Lands** - This Agreement burdens and runs with the Lands. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands.
- 7.15 **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 Lands.

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- 7.16 **No Joint Venture** - Nothing in this Agreement will constitute the Owner as the agent, joint venture, or partner of the Village or give the Owner any authority to bind the Village in any way.
- 7.17 **Applicable Law** - Unless the context otherwise requires, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.
- 7.18 **Deed and Contract** - By executing and delivering this Agreement the Owner intends to create both a contract and a deed executed and delivered under seal.

IN WITNESS WHEREOF, the parties hereby affixed their signatures on the day and year first above written.

Schedule "A"

STATUTORY DECLARATION

OWNER'S DECLARATION

I, _____ of _____, British Columbia, in my capacity as a director of Aspect Rental Suites Ltd. (the "**Owner**") and not in my personal capacity, do certify that, to the best of my knowledge, information and belief:

1. I am a director of the Owner, which is the registered owner of those lands and premises legally described as PID: 032-108-192 (the "**Lands**") and all residential units constructed thereon (the "**Residential Units**").
2. This Statutory Declaration is made pursuant to the housing agreement registered against title to the Lands as CA _____ at the Land Title Office (the "**Housing Agreement**") in respect of the Residential Units.
3. For the period from _____ to _____, the Residential Units were occupied only by Eligible Tenants (as defined in the Housing Agreement), with a summary attached as Appendix 1 to this Statutory Declaration listing all tenancy agreements for the Residential Units and the basis on which each tenant thereof qualified as an Eligible Tenant.

OR

3. On [date] a new Eligible Tenant (as defined in the Housing Agreement) commenced occupancy of Residential Unit No. _____, with a summary attached as Appendix 1 to this Statutory Declaration noting the tenancy agreement for that Residential Unit and basis on which the tenant qualified as an Eligible Tenant.
4. I acknowledge and confirm that the Owner has complied in all material respects with the Owner's obligations under the Housing Agreement.
5. I make this Statutory Declaration, conscientiously believing it to be true and knowing that the Village of Pemberton will be relying upon the statements made herein.

[Owner]

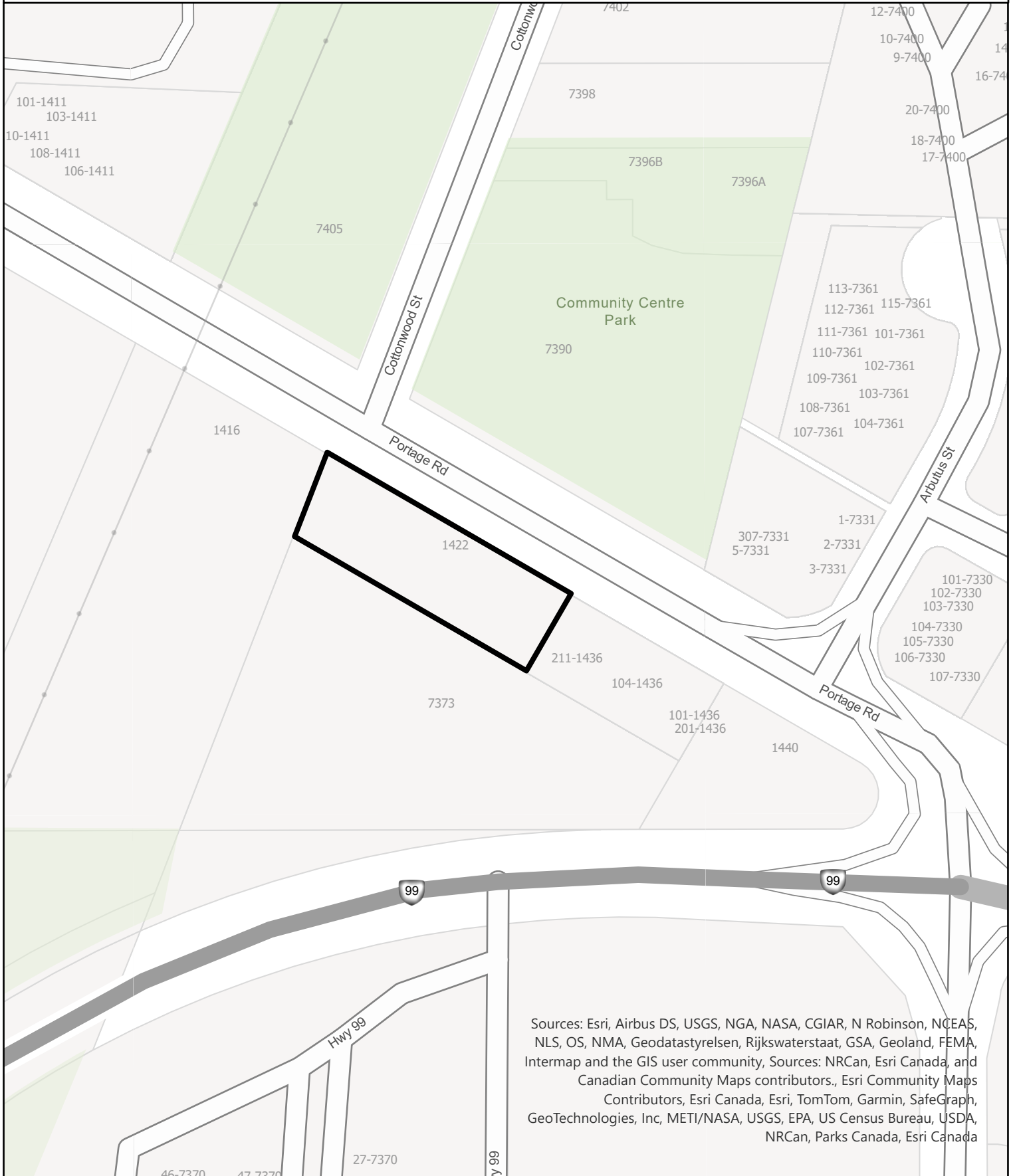
Signature

Appendix 1 to Owner's Declaration

<u>Residential Unit No.</u>	<u>Commencement Date</u>	<u>Basis on which tenant qualified as an Eligible Tenant</u>



Aspect Rental Suites Parcel



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Sources: NRCan, Esri Canada, and Canadian Community Maps contributors., Esri Community Maps Contributors, Esri Canada, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA, NRCan, Parks Canada, Esri Canada