
FROM: BRUCE GREIG, DIRECTOR OF COMMUNITY PLANNING

FILE NO: 3360-20

SUBJECT: 221 MINATO ROAD (ERIF): OCP AMENDMENT / REZONING / ENVIRONMENTAL DP **REPORT NO:** 24-131

ATTACHMENT(S): APPENDIX A – OCP AMENDMENT BYLAW NO. 1366, 2024 (CLEAN)
APPENDIX B – OCP AMENDMENT BYLAW NO. 1366, 2024 (CHANGES TRACKED)
APPENDIX C – ZONING AMENDMENT BYLAW NO. 1367, 2024
APPENDIX D – HOUSING AGREEMENT BYLAW NO. 1368, 2024
APPENDIX E – DRAFT S.219 RESTRICTIVE COVENANT
APPENDIX F – DRAFT ENVIRONMENTAL DEVELOPMENT PERMIT
APPENDIX G – MOTIONS FROM THE DECEMBER 10, 2024, COUNCIL MEETING
APPENDIX H – ERIF VERSION OF BYLAW NO. 1368 (CHANGES TRACKED)
APPENDIX I – ERIF VERSION OF BYLAW NO. 1368 (CLEAN)
APPENDIX J - ERIF VERSION OF S.219 COVENANT (CHANGES TRACKED)
APPENDIX K – ERIF VERSION OF S.219 COVENANT (CLEAN)

MOTIONS:

1. **THAT** Council rescind second reading of *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*.
2. **THAT** Council amend *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*, to remove reference to *Single Family Residential* and replace the Appendix A map to show that the proposed Lot 5 area would also be changed to the *Tourist Commercial / Residential* designation.
3. **THAT** Council has considered the consultation requirements under Section 475 of the *Local Government Act* in relation to *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*;
4. **THAT** Council is satisfied that consultation with owners of land affected by the amendments in *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*, as previously directed, is sufficient for the purpose of consultation under Section 475 of the *Local Government Act*;
5. **THAT** Council has considered *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*, in conjunction with the *District of Ucluelet Financial Plan*;
6. **THAT** Council has considered *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*, in conjunction with the *Waste Management Plan*;
7. **THAT** Council give second reading to *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024*, as amended.

8. **THAT** Council give first and second reading to *District of Ucluelet Zoning Amendment Bylaw No. 1367, 2024*.
9. **THAT** Council give first, second and third reading to *District of Ucluelet Housing Agreement Bylaw No. 1368, 2024*.
10. **THAT** Council refer *District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024, District of Ucluelet Zoning Amendment Bylaw No. 1367, 2024, and District of Ucluelet Housing Agreement Bylaw No. 1368, 2024*, to a public hearing scheduled to be held January 21, 2025.
11. **THAT** Council indicate that approval of Official Community Plan Bylaw and Zoning Bylaw amendments would be subject to the owners of the property at 221 Minato Road registering a restrictive covenant on the title of the property, in accordance with the draft covenant attached as Appendix E to the staff report 24-131.
12. **THAT** Council authorize, at the time of registration of a new subdivision of the property as currently proposed, discharge of the existing covenant charges CB365207 and CA8532151 from the title of the property at 221 Minato Road.
13. **THAT** Council direct staff to prepare a report on the potential off-site servicing costs, potential for DCC “credits”, ability or limitations on the District offsetting servicing costs, and security or other commitments that the District could consider in servicing agreements for the development at 221 Minato Road.

BACKGROUND:

ERIF Sustainable Solutions (ERIF) approached the community of Ucluelet with a suite of concepts for delivering housing. ERIF first introduced themselves to Council as a delegation at the June 11, 2024, Council meeting. ERIF also held a well-attended community open house on September 11, 2024, at the Ucluelet Community Centre. A preliminary Council discussion on the proposal was held [September 24, 2024](#). ERIF submitted an initial information package September 20, 2024. A number of additional application items and correspondence have since been submitted to round out the application. Council endorsed the tsunami flood risk tolerance level at its [November 26, 2024](#), meeting. Most recently Council considered the application at its [December 10, 2024](#), meeting.

This report provides the requested changes to revise the draft Zoning amendment bylaw, updates the OCP amendment bylaw, provides a draft restrictive covenant, draft housing agreements, housing agreement bylaw and environmental Development Permit. Options and next steps are discussed at the end of this report.

For a description and details of the development proposal, refer to the staff reports at the links above.

OCP AMENDMENT BYLAW No. 1366, 2024:

Bylaw No. 1366 has been amended to reflect that the 11 proposed houses with suites on Lot 3 could all be used as vacation rentals (both the house and suite) under the proposed zoning. The map amendment has been changed to show the site as Tourist Commercial / Residential to maintain consistency with other mixed-use developments and similar land uses such as the Water's Edge development. A version showing the changes can be found in **Appendix B**, with a clean version included as **Appendix A**. Council should consider rescinding second reading before amending the bylaw as shown.

Motions drafted above are for Council to indicate that it has considered the consultation requirements in the *Local Government Act* for an OCP bylaw amendment.

Motions are also provided for Council to consider the OCP amendment bylaw in conjunction with the District's waste management plan and five-year financial plan. These motions are appropriate to consider before sending the bylaw to a public hearing.

Zoning Amendment Bylaw No. 1367, 2024:

Amendments to the draft Bylaw No. 1367 have been made following the direction of Council at its December 10, 2024, meeting. The motions from that meeting are attached in **Appendix G**. The updated Bylaw No. 1367 is attached in **Appendix C**.

The bylaw includes changes requested by ERIF to enable the development on Lots 1, 3 and 5 to proceed as strata subdivisions; this requires reducing the minimum lot size and increasing the maximum lot coverage to accommodate the smallest bare land strata parcel or phased remainder parcel.

Staff note that the requested rear yard setbacks are 1m or less from the boundary of all parcels adjacent to the municipal park. Normally a larger setback is required to buffer park land. If construction proceeds at the minimum setback, the District can expect to face removal of trees from the park due to the potential hazard created by root loss and the close proximity of new windthrow targets.

HOUSING AGREEMENT BYLAW No. 1368, 2024:

Draft housing agreements for the proposed Lot 1 "Attainable" ownership apartment units and Lot 2 "Affordable" rental apartments have been drafted and are attached as schedules to the draft Bylaw No. 1368 – see **Appendix D**. The terms in the draft agreements (schedules A and B to the bylaw) are based on other examples of municipal housing agreements. As legally binding agreements, much of the description has been stripped out of the initial draft provided by ERIF to focus on the actual commitments. The timing has not allowed for review by the municipal solicitors; staff suggest that is a prudent and normal part of the process.

The agreement for Lot 1 defines eligibility criteria and maximum sales prices. Maximum sales process for attainable homes as proposed by ERIF:

- For 1- and 2-bedroom units: \$567,000
- For 3-bedroom (2-bedroom plus adjoining 1-bedroom suite): \$865,000

The agreement for Lot 2 requires a minimum of 30% affordable rental units per CMHC criteria, with the remainder of rental units to be at “attainable” rents defined as a maximum of \$2,483 per month.

The Housing agreements include a clause for basic annual reporting by the ERIF Housing Association to the District (e.g., number of units sold or rented / rates / eligibility met). The term of the agreements is 20 years.

SECTION 219 RESTRICTIVE COVENANT:

A draft S.219 restrictive covenant has been prepared – see **Appendix E**. The covenant requires:

- the terms from the Council motions of December 10th:
 - 1m setback from property boundaries adjoining the municipal Park for environmental protection; and,
 - Flood hazard indemnity covenant registered at subdivision.
- that the development follows the submitted plans.
- that the housing agreements are registered on Lots 1 and 2.
- that Lot 2 (the rental parcel) not be subdivided or stratified.
- that Lot 5 not be developed until at least 60 units have been built and occupied on lots 1 and/or 2 (as proposed).
- that a maximum of 29 units on Lot 5 (50% of each building) may be used as vacation rental units.

The covenant would be registered after third reading and prior to adoption of the bylaws. A standard discharge clause is included, so that if the zoning amendment bylaw were not adopted the covenant would be released from the title of the property.

A motion is also included above that would enable the discharge of two existing covenants from the title of the subject property at the time that the proposed subdivision and all associated new charges are registered. At that point the two previous covenants would be obsolete.

ENVIRONMENTAL DEVELOPMENT PERMIT:

A draft environmental DP24-10 is attached in **Appendix F**. The recommended conditions and further studies from the QEP report are included as conditions of the permit.

Note that under the DP, mobilizing on site for clearing, excavation or construction would be subject to obtaining a subdivision Preliminary Layout Assessment (PLA). The Approving Officer is responsible for assessing whether a subdivision meets all municipal bylaws but also all applicable provincial and federal requirements. Altering the site prior to the Approving Officer completing their assessment and issuing a PLA would be premature.

ALTERNATIVE OPTIONS:

Council has indicated interest in fast-tracking this development application. As staff have noted previously, this approach has created areas of risk for the applicant, the municipality and the public interest.

The bylaws and agreements attached to this report have been prepared to provide the most complete package that staff can achieve in the time available, and at least provide full materials for the public to consider should Council proceed to a public hearing.

Included in **Appendices H, I, J and K** are changes requested December 18th by ERIF to both the Housing Agreement Bylaw No. 1368 (and its schedules) and the restrictive covenant. Versions showing their proposed changes and also clean versions are included in the Appendices for Council to consider. Staff recommend seeking the advice of the municipal solicitors prior to acceptance to confirm the enforceability of the proposed agreements. Should Council wish to proceed with the requested changes from ERIF, staff will be prepared to provide an alternative set of motions for Council to consider at its December 19th meeting.

A	Table the application to allow time for the municipal solicitors to review the draft bylaws and agreements, and to advise on the risk of the bylaws being subject to challenge.	<u>Pros</u>	<ul style="list-style-type: none"> Consistent with past procedure and best practices. Reduces potential risk of delay or halt to the development at a later date, and associated costs.
		<u>Cons</u>	<ul style="list-style-type: none"> Delay for the application to proceed to public hearing.
		<u>Implications</u>	<ul style="list-style-type: none"> Once legal review and advice is received, staff would expedite its presentation to Council and referral to a public hearing.
		<u>Recommended Motion</u>	THAT Council direct staff to refer the application for 221 Minato Road to the municipal solicitors for review of the bylaws and draft agreements, and for advice on ensuring the bylaw process minimizes risk to the municipality.
B	Proceed with bylaw readings and public hearing. [not recommended at this time]	<u>Pros</u>	<ul style="list-style-type: none"> Would expedite the process.
		<u>Cons</u>	<ul style="list-style-type: none"> Risk of delays later in the process. Risk of harm to sensitive ecological and cultural resources. Incomplete information disclosed ahead of public hearing.
		<u>Implications</u>	<ul style="list-style-type: none"> Staff would give notice of a public hearing.
		<u>Wording of Motions</u>	(see beginning of this report, above)
C	Accept ERIF draft changes and proceed with bylaw readings and public hearing. [not recommended at this time]	<u>Pros</u>	<ul style="list-style-type: none"> Would expedite path to a public hearing.
		<u>Cons</u>	<ul style="list-style-type: none"> Risk of delays later in the process. Risk of harm to sensitive ecological and cultural resources. Incomplete information disclosed ahead of public hearing.
		<u>Implications</u>	<ul style="list-style-type: none"> Staff would give notice of a public hearing.
		<u>Wording of Motions</u>	Draft motions will be provided to Council at the December 19, 2024.

DISTRICT OF UCLUELET

Official Community Plan Amendment Bylaw No. 1366, 2024

A bylaw to amend the District of Ucluelet Official Community Plan
(221 Minato Road - Lot B District Lot 286 Clayoquot District Plan VIP79908
Comprehensive Development).

WHEREAS Section 471 of the Local Government Act identifies the purposes of an Official Community Plan as “a statement of objectives and policies to guide decisions on planning and land use management, within the area covered by the plan, respecting the purposes of local government”, and the District has adopted an Official Community Plan;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. Text Amendments:

The “District of Ucluelet Official Community Plan Bylaw No. 1306, 2022”, as amended, is hereby further amended by inserting the following policy in alphanumerical order:

“Policy 3.171b - 221 Minato Road

In consideration of the community housing benefit provided by the proposed development of the property at 221 Minato Road, site clearing and construction is supported notwithstanding the following objectives and policies adopted in this plan:

- Policy 1.8
- Objective 2A
- Policy 2.1
- Policy 2.2
- Policy 3.163
- General environmental Development Permit Area guidelines E1, E4, E7 and guidelines within environmental Development Permit Areas V, VI and VII.”

2. Map Amendments:

The “District of Ucluelet Official Community Plan Bylaw No. 1306, 2022”, as amended, is hereby further amended as follows:

- A. Schedule ‘A’ Long Range Land Use Plan is hereby further amended by changing the designation of areas of Lot B District Lot 286 Clayoquot District Plan VIP79908 (PID 026-487-764), shown shaded on the map attached to this Bylaw as Appendix “A”, to Multi-Family Residential, Service Commercial, Tourist Commercial / Residential, and Parks & Open Space.

3. **Citation:**

This bylaw may be cited as “District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024”.

READ A FIRST TIME this **10th** day of **December, 2024.**

READ A SECOND TIME this **10th** day of **December, 2024.**

SECOND READING RESCINDED this day of , **2024.**

AMENDED this day of , **2024.**

Considered in conjunction with the District of Ucluelet Financial Plan and Waste Management Plan under Section 477 of the *Local Government Act* this day of , 2024.

READ A SECOND TIME AS AMENDED this day of , **2024.**

PUBLIC HEARING held this day of , **2024.**

READ A THIRD TIME this day of , **2024.**

ADOPTED this day of , **2024.**

CERTIFIED CORRECT: “Official Community Plan Amendment Bylaw No. 1360, 2024”

Marilyn McEwen
Mayor

Duane Lawrence
Corporate Officer

THE CORPORATE SEAL of the District of Ucluelet was hereto affixed in the presence of:

Duane Lawrence
Corporate Officer

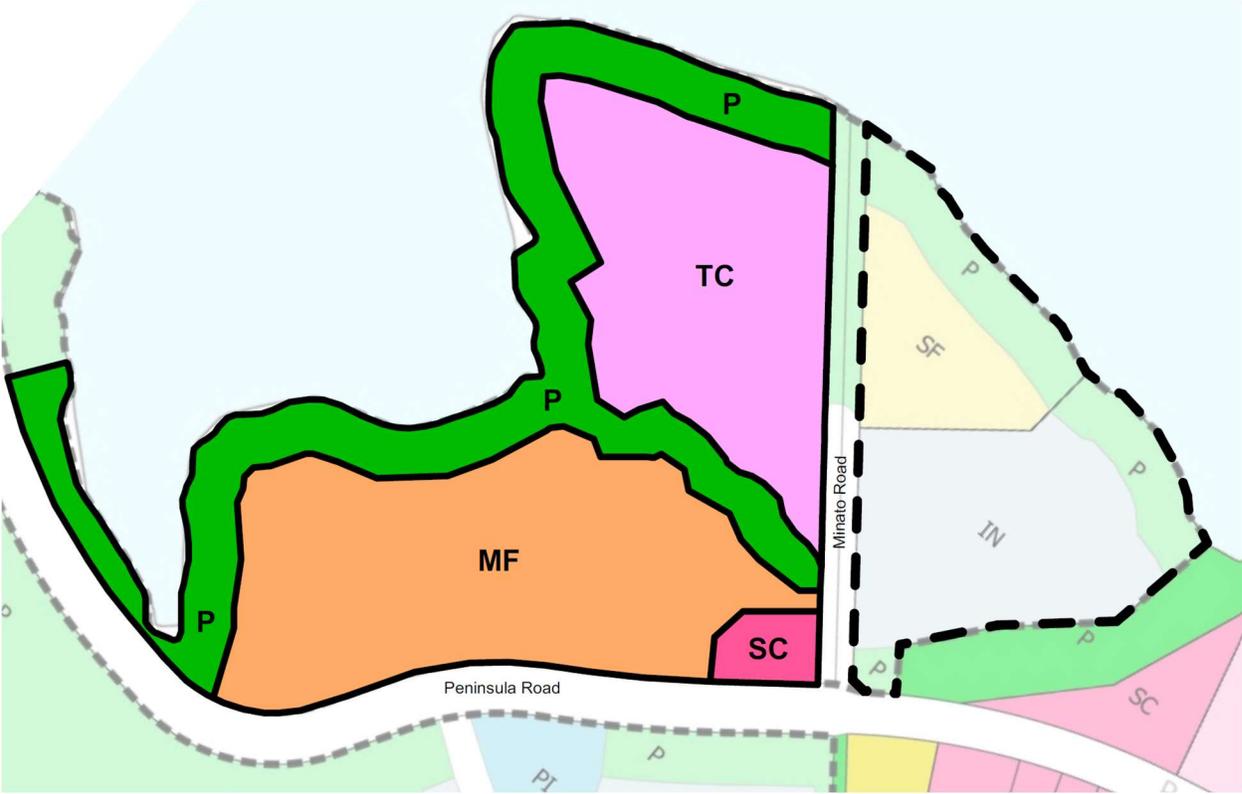
Appendix 'A'

Official Community Plan Amendment Bylaw No. 1366, 2024

OCP Schedule 'A' Long Range Land Use Plan

Amendments in the area of Lot B District Lot 286 Clayoquot District Plan VIP79908
- 221 Minato Road:

- MF = Multi-Family Residential
- SC = Service Commercial
- TC = Tourist Commercial / Residential
- P = Parks & Open Space



DISTRICT OF UCLUELET

Official Community Plan Amendment Bylaw No. 1366, 2024

A bylaw to amend the District of Ucluelet Official Community Plan
(221 Minato Road - Lot B District Lot 286 Clayoquot District Plan VIP79908
Comprehensive Development).

WHEREAS Section 471 of the Local Government Act identifies the purposes of an Official Community Plan as “a statement of objectives and policies to guide decisions on planning and land use management, within the area covered by the plan, respecting the purposes of local government”, and the District has adopted an Official Community Plan;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. Text Amendments:

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- Objective 2A
- Policy 2.1
- Policy 2.2
- Policy 3.163
- General environmental Development Permit Area guidelines E1, E4, E7 and guidelines within environmental Development Permit Areas V, VI and VII.”

2. Map Amendments:

The “District of Ucluelet Official Community Plan Bylaw No. 1306, 2022”, as amended, is hereby further amended as follows:

- A. Schedule ‘A’ Long Range Land Use Plan is hereby further amended by changing the designation of areas of Lot B District Lot 286 Clayoquot District Plan VIP79908 (PID 026-487-764), shown shaded on the map attached to this Bylaw as Appendix “A”, to ~~Single Family Residential~~, Multi-Family Residential, Service Commercial, Tourist Commercial / Residential, and Parks & Open Space.

3. Citation:

This bylaw may be cited as “District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024”.

~~READ A FIRST TIME~~ this _____ day of _____, 2024.

~~Considered in conjunction with the District of Ucluelet Financial Plan and Waste Management Plan~~ under Section 477 of the *Local Government Act* this _____ day of _____, 2024.

~~READ A SECOND TIME~~ this _____ day of _____, 2024.

READ A FIRST TIME this 10th day of December, 2024.

READ A SECOND TIME this 10th day of December, 2024.

~~SECOND READING RESCINDED~~ this _____ day of _____, 2024.

~~AMENDED~~ this _____ day of _____, 2024.

Considered in conjunction with the District of Ucluelet Financial Plan and Waste Management Plan under Section 477 of the *Local Government Act* this _____ day of _____, 2024.

READ A SECOND TIME AS AMENDED this _____ day of _____, 2024.

PUBLIC HEARING held this _____ day of _____, 2024.

READ A THIRD TIME this _____ day of _____, 2024.

ADOPTED this _____ day of _____, 2024.

CERTIFIED CORRECT: “Official Community Plan Amendment Bylaw No. 1360, 2024”

Marilyn McEwen
Mayor

Duane Lawrence
Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

Duane Lawrence
Corporate Officer

Appendix 'A'

Official Community Plan Amendment Bylaw No. 1366, 2024

OCP Schedule 'A' Long Range Land Use Plan

Amendments in the area of Lot B District Lot 286 Clayoquot District Plan VIP79908
- 221 Minato Road:

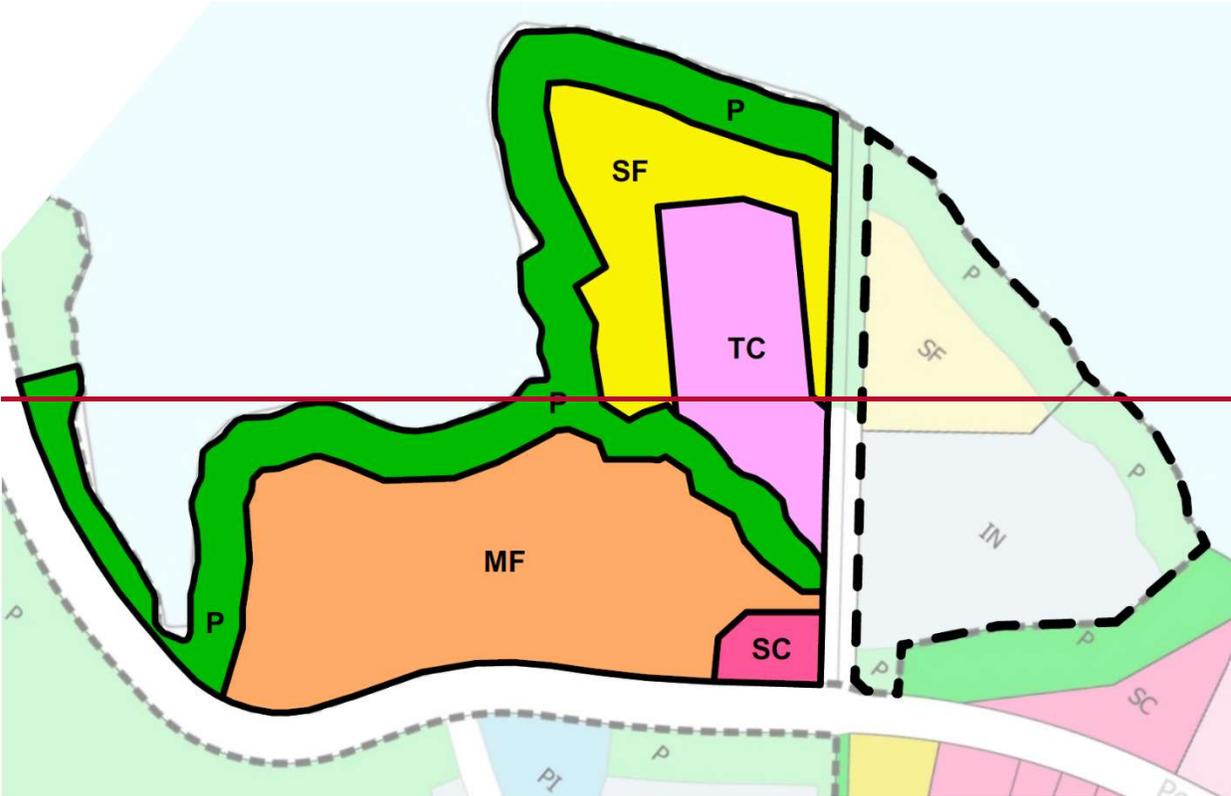
~~SF = Single Family Residential~~

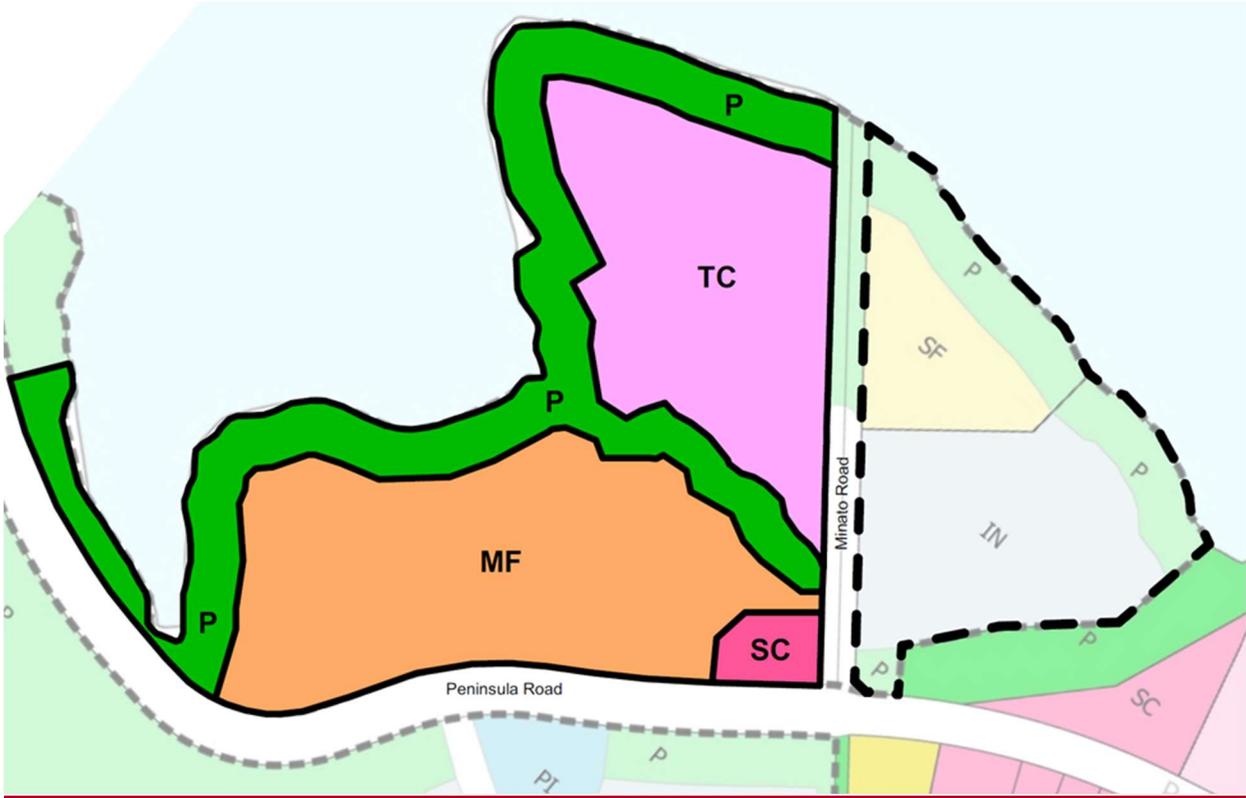
MF = Multi-Family Residential

SC = Service Commercial

TC = Tourist Commercial / Residential

P = Parks & Open Space





DISTRICT OF UCLUELET

Zoning Amendment Bylaw No. 1367, 2024

A bylaw to amend the "District of Ucluelet Zoning Bylaw No. 1160, 2013 (221 Minato Road – Comprehensive Development)

WHEREAS Section 479 and other parts of the Local Government Act authorize zoning and other development regulations;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows;

1. Text Amendments:

Schedule "B" of the District of Ucluelet Zoning Bylaw No. 1160, 2013, as amended, is hereby further amended as follows:

- A. By deleting the existing section CD-6 Zone – MINATO ROAD.
B. By adding a new Comprehensive Development zone, to Schedule B – The Zones that directly follows CD-5 Zone – FORMER WEYCO FOREST LANDS such that the new section reads as follows:

"CD-6 Zone – MINATO ROAD

This Zone is intended for the development of a mix of multi-family and single-family residential development including affordable rental, market rental, attainable ownership (under a housing agreement covenant) and market ownership homes, some with accessory vacation rental uses.

CD-6 Zone Plan (Development Areas):



CD-6.1 Definitions:

Despite definitions defined elsewhere in this bylaw, the following definitions shall apply to uses within the CD-6 zone:

“**Height**” means the shortest vertical distance from the average elevation of the finished grade, if homes are required to be sited above the Flood Construction Level (FCL) or above the Tsunami Risk Level (TRL), then the height is to be taken from the higher of the existing grade or the FCL or TRL.

“**Single Family Waterfront**”, means a detached *building* consisting of at least one dwelling that may be used for both *residential* and *vacation rental* use in a principal dwelling and/or secondary suite. While designed for single family occupation, the inclusion of at least one secondary suite permits *residential rental tenures* and *vacation rental* use.

“**Vacation Rental**”, means the use of an otherwise *residential* dwelling unit for *commercial tourist accommodation*.

CD-6.2 Permitted Uses:

The following uses are permitted within the corresponding Development Areas shown in the CD-6 Zone Plan, but *secondary permitted* uses are only permitted in conjunction with a *principal permitted use*:

Development Area	Principal Use	Building Form	Secondary Uses
Lot 1	Multiple Family	Apartment	Home Occupation Secondary Suite
Lot 2	Rental Multiple Family	Apartment	Home Occupation
Lot 3	Single Family Waterfront Vacation Rental	House	Home Occupation Secondary Suite Vacation Rental
Lot 4	Principal uses permitted within the CS-2 Zone – SERVICE COMMERCIAL	Commercial/Retail	CS-2 Zone – SERVICE COMMERCIAL permitted uses
Lot 5	Multiple Family Vacation Rental*	Apartment	Home Occupation Secondary Suite Vacation Rental

* On Lot 5, a maximum of 29 dwelling units may be used for vacation rental use.

CD-6.3 Lot Regulations:

CD-6.3.1 Minimum Lot Frontage is 10.0m.

CD-6.3.2 Minimum Lot Size:

Development Area	Principal Use	Minimum Lot Size
Lot 1	Multiple Family	300m2
Lot 2	Rental Multiple Family	16,000m2
Lot 3	Single Family Waterfront / VR	500m2
Lot 4	Retail Trade & Services	2000m2
Lot 5	Rental Multiple Family / VR	300m2
TOTAL		

CD-6.4 Density

CD-6.4.1 Maximum Density:

Development Area	Principal Use	Density (max # of buildings)	Density (max. # principal dwelling units)	Density (per unit/ha)
Lot 1	Multiple Family Residential	18	75	39.5 unit / ha
Lot 2	Rental Multiple Family	16	107	60.1 unit / ha
Lot 3	Single Family Waterfront	11	11	7.5 unit / ha
Lot 4	Retail Trade & Services	2	-	-
Lot 5	Rental Multiple Family	10	58	44.3 unit / ha
TOTAL		55	250	37.4 units / ha

CD-6.5 Maximum Size (Gross Floor Area):

Development Area	Principal Use	Building Footprint	Total Gross Floor Area (m2)	Proposed Lot Coverage – 5 lot subdivision	Maximum Lot Coverage – on individual strata lots
Lot 1	Multiple Family – Part 1	1,321 m2	6795	18 %	65%
	Multiple Family – Part 2	2,077 m2			
Lot 2	Rental Multiple – Part 1	1,166 m2	6238	18 %	25%
	Rental Multiple – Part 2	1,952 m2			
Lot 3	Single Family Waterfront	2,475 m2	3,850	17 %	45%
Lot 4	Retail Trade & Services	600 m2	1120	25 %	50%
Lot 5	Rental Multiple Family	1,928 m2	3855	15%	65%
TOTAL		11,519 m2	21,858		

CD-6.6 Maximum Size of Accessory Buildings

CD-6.6.1 on lots containing a *Single Family*: 30 m2 (323 ft2) combined total.

CD-6.6.2 on lots containing a *Multiple Family or Rental Multiple Family*: 50 m2 (538 ft2) combined total.

CD-6.6.3 on lots containing a *Commercial*: 100 m2 (1077 ft2) combined total.

CD-6.7 Maximum Height

Development Area	Principal Use	Principal	Accessory
Lot 1	Multiple Family	9.5 m	5.5 m
Lot 2	Rental Multiple Family	9.5 m	5.5 m
Lot 3	Single Family Waterfront	12.6 m	5.5 m
Lot 4	Retail Trade & Services	11.5 m	5.5 m
Lot 5	Rental Multiple Family	9.5 m	5.5 m

CD-6.8 Minimum Setbacks:

For all buildings there is a lot line setback of 0.0m between strata phases.

The following minimum setbacks apply, as measured from the *front lot line*, *rear lot line*, and *side lots line(s)* respectively:

Development Area	Principal Use	Front	Rear	Side Interior	Side Exterior	Phased Strata Lot Line
Minimum Setbacks						
Lots 1/2/5	Multiple Family	3.0 m	1.0 m	0.5 m	1.0 m	0.0 m
Lot 3	Single Family Waterfront	2.0 m	0.8 m	3.0 m	3.0 m	0.0 m
Lot 4	Retail Trade & Services	3.0 m	3.0 m	1.5 m	2.0 m	0.0 m

CD-6.8 Parking Requirements:

Despite the regulations ins section 505.1 Minimum Parking Requirements, the following shall apply within the CD-6 zone:

For *Multiple Family* in Lots 1, 2 and 5: one space per *dwelling unit* plus one visitor space per multi-family *building*.

For Lot 3 Single Family Waterfront: 3 spaces per lot.

For Lot 4 Commercial: 15 spaces per lot.”

2. Citation:

This bylaw may be cited as the “*District of Ucluelet Zoning Amendment Bylaw No. 1367, 2024*”.

READ A FIRST TIME this ** day of ***, 20**.

READ A SECOND TIME this ** day of ***, 20**.

READ A THIRD TIME this ** day of ***, 20**.

ADOPTED this ** day of ***, 20**.

CERTIFIED CORRECT; "District of Ucluelet Zoning Amendment Bylaw No. 1367, 2024".

Marilyn McEwen
Mayor

Duane Lawrence
Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

Duane Lawrence
Corporate Officer

DISTRICT OF UCLUELET

Bylaw No. 1368, 2024

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.

(221 Minato Road)

WHEREAS the Municipality 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 Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned the property at 221 Minato Road to a new version of the CD-6 Comprehensive Development Zone to enable the development of mixed commercial, vacation rental, market rental housing, affordable rental housing and attainable homeownership units.

AND WHEREAS the Owner proposes to subdivide the land to initially create 5 lots, including proposed Lot 1 and Lot 2, with plans to provide on those two parcels 182 homes to be rented and sold at prices attainable to Ucluelet households.

AND WHEREAS the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the *Local Government Act*;

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the *Local Government Act*, in substantially the form attached to this Bylaw as Schedules “A” and “B”, with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

Proposed Lots 1 and 2, to be subdivided from Lot 1, District Lot 286, Clayoquot District, Plan EPP129243

as shown shaded on the map attached to this bylaw as Appendix “A”.

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

CITATION

3. This bylaw may be known and cited for all purposes as the “**District of Ucluelet Housing Agreement Bylaw No. 1368, 2024**”.

READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

ADOPTED this day of , 2025.

CERTIFIED A TRUE AND CORRECT COPY of “District of Ucluelet Housing Agreement Bylaw No. 1368, 2024”

Marilyn McEwan
Mayor

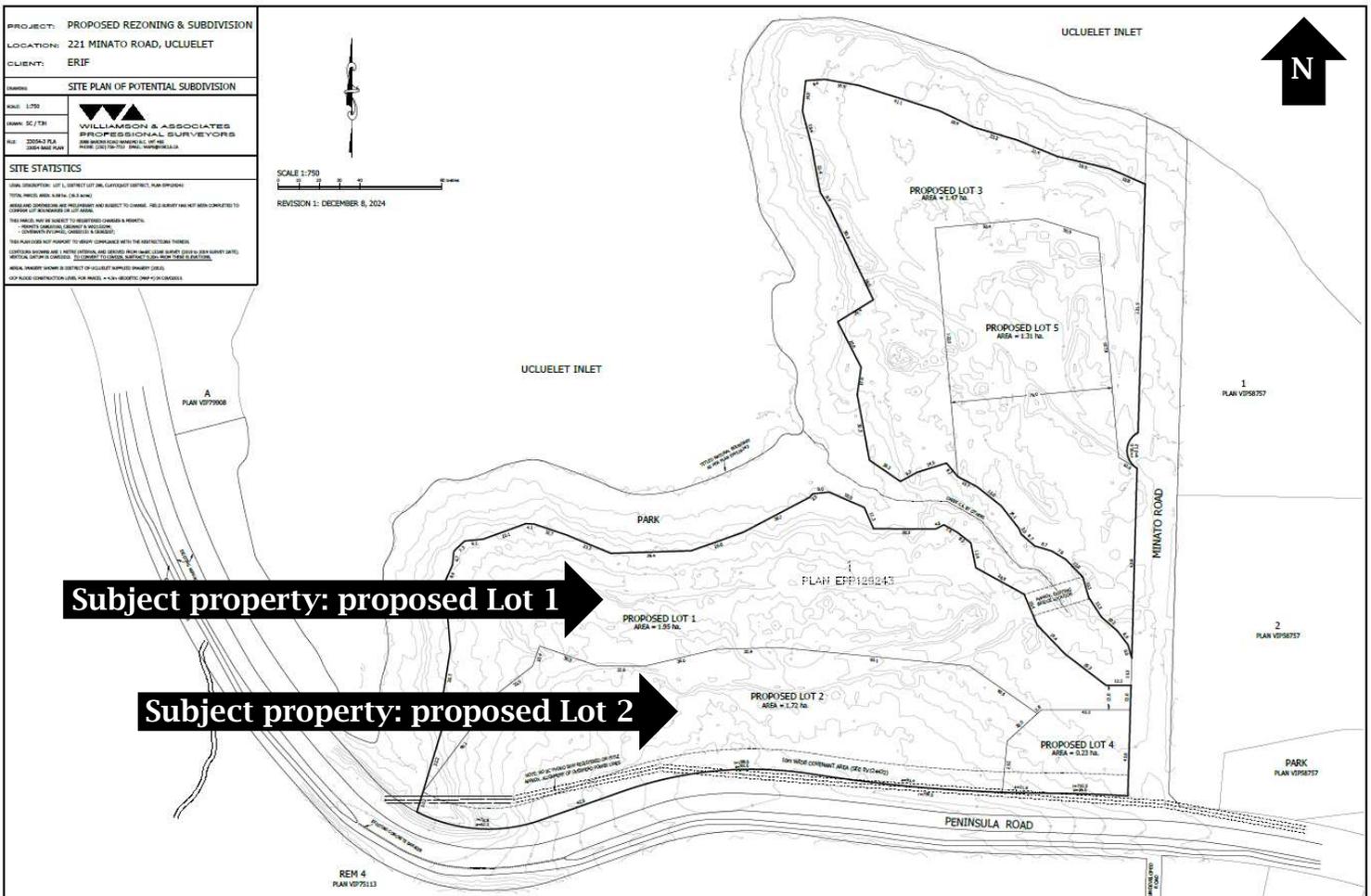
Duane Lawrence
Corporate Officer

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

Duane Lawrence
Corporate Officer

Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1368, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing Lot 1 District Lot 286, Clayoquot District, Plan EPP129243



Schedule A to District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

ATTAINABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION 219
COVENANT, AND INDEMNITY

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999
Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of Lot 1, District Lot 286, Clayoquot District, Plan EPP12924 (the “Land”); [note: update upon subdivision to new legal description of proposed Lot 1]
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for attainable housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

PART I – DEFINITIONS

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

- (a) “Attainable home” means a residential dwelling unit, or a pair of residential dwelling units combined under one title, constructed or located on the Land;
- (b) “Qualified Person” means an individual who:
 - (i) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months;
 - (ii) has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for five (5) out of the previous ten (10) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*;
 - (iii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,
 - (iv) meets any other criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association.
- (c) “Senior” means an individual 55 years of age or older;

PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land up to 18 multiple-family residential apartment buildings containing a combination of:
 - (a) 1-bedroom residential dwelling units;
 - (b) 2-bedroom residential dwelling units; and,
 - (c) 2-bedroom residential dwelling units with an adjoining 1-bedroom residential dwelling unit combined under a single strata title (also referred to as 3-bedroom units).
3. The Owner will construct the development as a phased strata, with a maximum of 75 strata ownership titles at the completion of the final phase.
4. The Owner agrees that all strata units will be sold as *attainable homes*.
5. The timing and phasing of construction will be at the Owner's discretion.

PART III TRANSFER, USE AND OCCUPANCY

6. The Owner agrees that no dwelling unit constructed on the Land will be sold or transferred except as an *attainable home* sold to a *qualified person*.
7. The Owner agrees that the maximum sales price excluding taxes for *attainable homes* will be:
 - (a) for 1- and 2-bedroom homes: \$567,000
 - (b) for 3-bedroom homes (2-bedroom plus adjoining 1-bedroom suite): \$865,000

with these maximum sales prices to be adjusted annually from the date of this agreement in line with the published Canadian Consumer Price Index (CPI) or Canadian Building Construction Price Index (BCPI), whichever is greater.

8. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence of at least one *qualified person*, with the following exceptions allowed:
 - (a) the owner of a combined 2-bedroom unit with an adjoining 1-bedroom unit may rent out one of those units for residential purposes under a residential tenancy agreement;
 - (b) an owner may rent out their *attainable home* under a residential tenancy agreement with the prior approval of the ERIF Housing Association:
 - i. for no more than one (1) year every five (5) years; or,
 - ii. for valid circumstances such as temporary work relocation or military service;

PART IV - INTERPRETATION

9. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (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 meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) 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, employees, and invitees of the party;
- (i) 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
- (j) 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”.

PART VI – MISCELLANEOUS

10. **Housing Agreement** – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*; and,
- (b) where an Attainable Home dwelling unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the *Local Government Act* with the Land Title Survey Authority against title to the Attainable Home.

11. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:
 - (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner’s ownership, development, operation, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
12. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, 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 advice or direction respecting the ownership, development, operation or management of the Land or any Attainable Home which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
13. **Survival** – The obligations of the Owner set out in sections 11 and 12 will survive termination of this Agreement.
14. **District Powers Unaffected** – This Agreement does not:
 - (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Attainable Home; or
 - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
15. **Agreement for Benefit of District Only** – The Owner and the District agree that:

- (a) this Agreement is entered into for the benefit of the District;
- (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Attainable Home;
- (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.

16. **No Public Law Duty** – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

17. **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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street
PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

- 18. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
- 19. **Severability** – 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 unaffected by that holding or by the severance of that part.
- 20. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
- 21. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.

22. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
23. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. 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 Land.
24. **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.
25. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.
26. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
27. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
28. **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.
29. **Termination** – both parties agree the sales price restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2046.

Schedule B to Ucluelet Housing Agreement Bylaw No. 1368, 2024

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT CHARGE
AND INDEMNITY**

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999,
Ucluelet, B.C., V0R 3A0

(the “District”)

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the “Owner”)

GIVEN THAT:

- A. The Owner is the registered owner of Lot 2, District Lot 286, Clayoquot District, Plan EPP12924 (the “Land”); [note: update upon subdivision to new legal description of proposed Lot 2]
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,

- D. The Owner and the District wish to enter into this Agreement to provide for affordable and market rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* as follows:

PART I – DEFINITIONS

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

- (d) “Daily Amount” means \$500.00 per day;
- (e) “Dwelling Unit” means any residential dwelling unit constructed or located on the Land;
- (f) “Eligible Occupant” means a person authorized to occupy a dwelling unit on the Land under section 4(c) of this Agreement;
- (g) “Full-time” means an average of at least 1400 hours per year, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income;
- (h) “Qualified Affordable Tenant” means an individual who meets the eligibility criteria of the Canada Mortgage and Housing Corporation (CMHC) funding agreement for units constructed on the Lands under the CMHC Affordable Housing Fund program;
- (i) “Qualified Attainable Tenant” means an individual who:
 - i. has lived in the Alberni Clayoquot Regional District for a minimum of 12 months;
 - ii. has worked Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for two (2) out of the previous five (5) years, or is receiving disability assistance under the *Employment and Assistance for Persons with Disabilities Act*; and,

- iii. does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;
- (j) “Senior” means an individual 55 years of age or older;
- (k) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,
- (l) “Tenant” means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

PART II – CONSTRUCTION on the LAND

- 2. The Owner will design, construct and maintain on the Land up to 16 multiple-family residential buildings containing a total of up to 107 rental apartments in a mixture of 1-bedroom and 2-bedroom units.
- 3. The Owner agrees the Land and any buildings constructed on the Land will not be subdivided or divided into separate titles under the *Strata Property Act* or by any other means.

PART III – USE AND OCCUPANCY

- 4. The Owner agrees that no Dwelling Unit will be used or occupied:
 - (a) except as a permanent residence;
 - (b) except by at least one *qualified affordable tenant* or *qualified attainable tenant*;
 - (c) by any person who is not a qualified tenant, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a qualified tenant who is also occupying the Dwelling Unit.
- 5. No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;
- 6. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District’s building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
- 7. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the

Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.

8. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 24 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.
9. The Owner agrees to provide the District with an annual statement summarizing the number of units rented and rental rates, and attesting to conformance with the agreed eligibility criteria.

PART IV – RENTAL OF DWELLING UNITS

10. The Owner agrees that a minimum of 30% of the rental apartments will be rented at affordable rental rates and to eligible tenants meeting criteria established by the CMHC Affordable Housing Fund agreement.
11. The Owner must not rent or lease any Dwelling except to Qualified Affordable Tenants, Qualified Attainable Tenants or Eligible Occupants and except in accordance with the following additional conditions:
 - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Dwelling Unit will not exceed:
 - (i) for an affordable rental unit, the rate established by the CMHC according to the project funding agreement; and
 - (ii) for an attainable rental unit, a maximum of \$2,483 per monthprovided that the amount in (ii) above may be adjusted by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2026.
 - (c) the Owner will not require the Tenant to pay any extra charges or fees for use of parking or storage areas on the Land, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cable, telephone, data, water, hot water or electric utility fees or other unforeseen services.

- (d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the *Residential Tenancy Act*.
 - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
 - (h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;
 - (i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
 - (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
 - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
12. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*. Notwithstanding, in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.

13. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

PART V – DEFAULT AND REMEDIES

14. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 15, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.
15. The Owner hereby 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 any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

PART VI - INTERPRETATION

16. In this Agreement:
 - (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
 - (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
 - (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 meaning;
 - (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
 - (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
 - (f) time is of the essence;

- (g) all provisions are to be interpreted as always speaking;
- (h) 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, employees, and invitees of the party;
- (i) 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
- (j) 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”.

PART VII – MISCELLANEOUS

- 17. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Dwelling Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
- 18. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:
 - (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
- 19. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, 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 advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

20. **Survival** – The obligations of the Owner set out in sections 18 and 19 will survive termination of this Agreement.
21. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or
 - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
22. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into 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 Land or any Dwelling Unit;
 - (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.
23. **No Public Law Duty** – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
24. **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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street

PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

25. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
26. **Severability** – 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 unaffected by that holding or by the severance of that part.
27. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
28. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
29. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
30. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. 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 Land.
31. **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.
32. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

33. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
34. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
35. **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.
36. **Termination** – both parties agree the rental rate restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2046.

SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,
RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA

PROVINCE OF BRITISH
COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET
("Housing Agreement")

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

- 1. I am applying to rent or continue renting _____ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
- 2. The Dwelling Unit has ____ bedrooms.
- 3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
- 4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was _____.
- 5. I am employed by _____, located at _____.
- 6. I have been living in the Alberni Clayoquot Regional District since _____.
- 7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution	Dates:

- 8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.

SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT,
RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA

PROVINCE OF BRITISH
COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF UCLUELET
("Housing Agreement")

I, _____ of ERIF Housing Association, British Columbia, do solemnly declare that:

- 1. I am a Director of ERIF Housing Association, owner and manager of _____(the Dwelling Units), and make this declaration to the best of my personal knowledge.
- 2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling units.
- 3. For the period from _____ to _____ the units were occupied only by Qualified Affordable Tenants and Qualified Attainable Tenants or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons:

Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declarations]

- 4. The rent charged each month for the Dwelling Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$_____per month
 - (b) the rent on the date of this statutory declaration: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of the statutory declaration: \$_____.
- 5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.

TERMS OF INSTRUMENT – PART 2

COVENANT (Section 219 *Land Title Act*)

THIS COVENANT dated for reference the ___ day of _____, 2025 is

BETWEEN:

1. **MINATO DEVELOPMENT CORP. Inc No. BC1281485**
2842 — 140 Street Surrey BC
V4P 2H9

(the “Grantor”)

AND:

DISTRICT OF UCLUELET
Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “District”)

WHEREAS:

- A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 032-135-084
Lot 1 District Lot 286 Clayoquot District Plan EPP129243

(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 or buildings, or the building on land;
- C. The Grantor has applied to the District for a rezoning of the Land to permit the development of housing on the Land, and in connection with the Grantor’s application for rezoning the Grantor has offered grant this Covenant to the District;
- D. The Grantor wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Grantor’s rezoning application and presented to the District Council and the public in connection with the application;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the *Land Title Act*, as follows:

Definitions

1. In this Covenant:

- (a) “Administrator” means the District’s Chief Administrative Officer;
- (b) “Development Plan” means the plan attached to this agreement as Schedule A;
- (c) “Housing Agreements” means, collectively, the housing agreements and covenants in the form authorized by the *District of Ucluelet Housing Agreement Bylaw No. 1368, 2024*, to be registered in respect of housing units under s. 4 of this Agreement;
- (d) “Lot 1” means the area labelled “Lot 1 (Attainable Home Sales)” on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (e) “Lot 2” means the area labelled “Lot 2 (Affordable / Market Rentals)” on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (f) “Lot 5” means the area labelled “Lot 5 (Market Rentals)” on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area; and,
- (g) a reference to the Land, as defined in recital “A”, includes any lot, block, parcel or other area into which the Land may be subdivided.

Restrictions on Use, Subdivision and Development of the Land

2. The Grantor will not alter, subdivide or develop the Land for any purpose, and neither the District nor its approving officer shall be obliged to approve any alteration, subdivision or development of the Land, until and unless:
- (a) the subdivision creates parcels having boundaries generally in accordance with the Development Plans attached as Schedule A to this agreement;
 - (b) the Housing Agreements are registered as a charge on Lots 1 and 2, respectively;
 - (c) a covenant prohibiting any further subdivision or strata subdivision of Lot 2 is registered as a charge on the title of Lot 2;
 - (d) a covenant is registered as a charge on the title of Lot 5 prohibiting any alteration, construction or application for building permits until at least 60 attainable and affordable dwelling units have been constructed, with occupancy permits issued, on Lot 1 or Lot 2 or a combination of dwelling units on Lots 1 and 2;
 - (e) a covenant is registered on Lot 5 committing the strata bylaws and individual titles to limit the number of dwelling units that may be used for vacation rental uses to 50% in each and every building constructed on Lot 5, and to designate which units may be put to vacation rental use;

- (f) a covenant is registered as a charge on the Lands to provide an additional setback for buildings and structures of 1m from the surveyed property boundary on all parcels adjacent to the municipal Park for additional environmental protection;
- (g) a flood hazard indemnity covenant is registered as a charge on the Lands in the form attached to this agreement as Schedule B.

Amendments to Development Plan

- 3. The Grantor may request, and the Administrator may, in his or her sole discretion approve, minor deviations from the Development Plan, provided that any such requests or approvals must be made in writing.

Discharge

- 4. If the District does not adopt the bylaw necessary for the rezoning mentioned in recital C by March 31, 2025, this agreement shall be of not further force and effect and the District shall, at the Grantors request, sign a discharge of this Covenant and return it to the Grantor for registration at the Grantor's expense.

Subject to Bylaws

- 5. This Covenant does not relieve the Grantor in any way from complying with all applicable bylaws of the District or other enactments applicable to the Land.

Inspections

- 6. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

Amendment

- 7. This Covenant may be altered or amended only by an agreement in writing signed by the parties.

No Public Law Duty

- 8. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

No Obligations on District

- 9. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:

- (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
- (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or
- (c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

No Effect on Laws or Powers

10. This Covenant does not,
- (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
 - (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
 - (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

District's Right to Equitable Relief

11. The Grantor agree that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

Covenant Runs With the Land

12. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the *Land Title Act* in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

13. The Grantor agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

Waiver

14. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

Notice

15. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

Enurement

16. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

Joint and Several

17. If at any time more than one person (as defined in the *Interpretation Act* (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

Further Acts

18. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

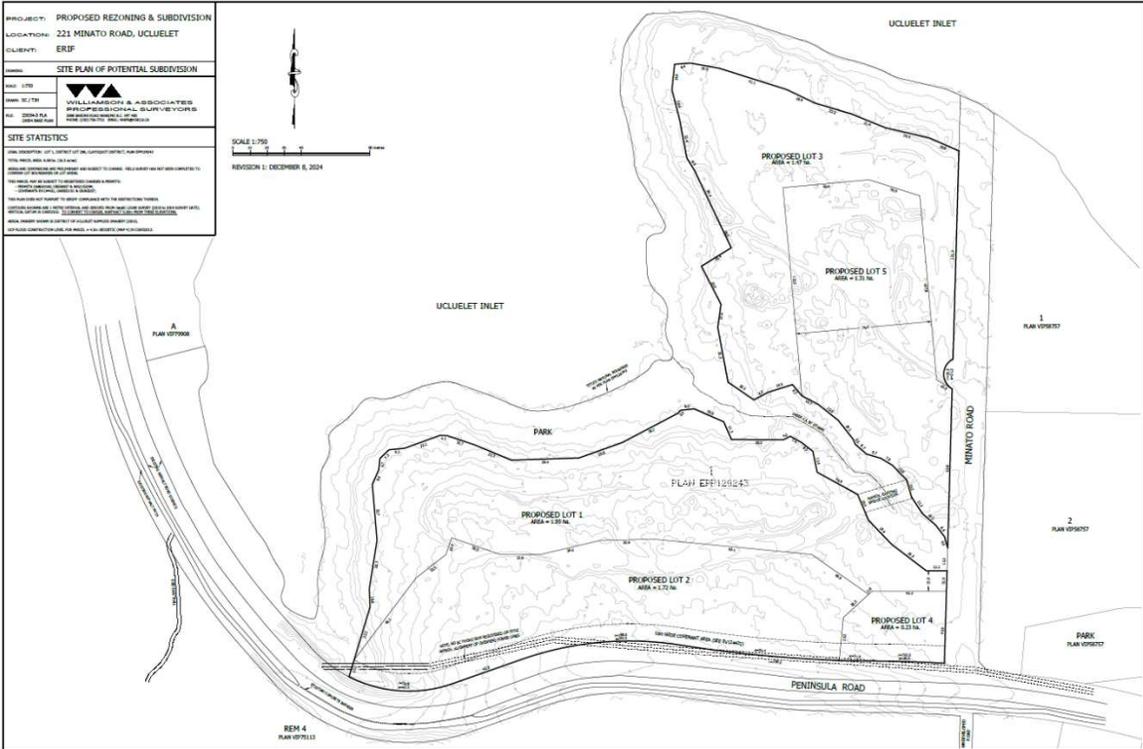
As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant.

Schedule A – Development Plans

Schedule B – Flood Indemnity Covenant

Priority Agreements

Schedule A - Development Plans



Schedule B

THIS AGREEMENT made this _____ day of _____, 20__

BETWEEN: _____

(hereinafter called the “Grantor”)

OF THE FIRST PART

AND:

(name of Municipality), _____
having an office at (address) _____
British Columbia _____
(hereinafter called the “Grantee”)

OF THE SECOND PART

WHEREAS the Grantor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

(legal description) _____
(hereinafter called the “Lands”);

AND WHEREAS the Grantor proposes to subdivide the Lands, according to a plan of subdivision completed and certified correct on the _____ day of _____, 20__, by _____, British Columbia Land Surveyor, a copy of which is attached hereto as Schedule ‘A’, into the following lots:

(hereinafter called the “Lots”);

AND WHEREAS a covenant under section 219 of the *Land Title Act* is required as a condition of the consent to approval of the subdivision of the Lands by the Approving Officer under section 86 of the *Land Title Act*;

AND WHEREAS section 219 of the *Land Title Act* provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee and a municipality that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by

Schedule B

the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under section 219 of the *Land Title Act* of the Province of British Columbia as follows

1. The Grantor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lots.

2. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to section 219 of the *Land Title Act*, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof:
 - a. No building, manufactured home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located within _____metres of the natural boundary of (name of watercourse).

 - b. No area used for habitation, business or storage of goods damageable by floodwaters and no furnace or other fixed equipment damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system is less than _____metre(s) above the natural boundary of _____ or elevation _____metres Geodetic Survey of Canada datum or _____metre(s) above the natural ground elevation taken at the perimeter of the building.

In the case of a manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation.

3. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in paragraph (2) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice, or other debris). The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building, modular home or structure is to be constructed or manufactured home or unit located, or by a combination of both structural elevation and landfill, provided, that no area below therequired

Schedule B

elevation shall be used for the installation of furnaces or other fixed equipment damageable by floodwaters.

4. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots will not be damaged by flooding or erosion and the Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Grantee hereby:

a. agrees to indemnify and to save harmless the Grantee and the Grantee's employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of the Grantee's employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his or her heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots (including existing non-conforming buildings)*, caused by flooding, erosion or some such similar cause; and

* To be inserted where Guideline 4.6 applies

b. does remise, release and forever discharge the Grantee and the Grantee's employees, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his or her heirs, executors, administrators, successors and assigns may have against the Grantee and the Grantee's employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots, caused by flooding, erosion or some such similar cause.

Schedule B

5. Subject to the provisions of section 219 of the *Land Title Act*, the Grantor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit and be binding upon the Grantor, his or her heirs, executors, administrators, successors and assigns and the Grantee and its assigns.
6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including his or her heirs, executors, administrators, successors and assigns, or the Lots under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the First Grantee as if this Agreement had not been made by the parties.
7. The Grantor will do or cause to be done at his or her expense all acts reasonably necessary for the First Grantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the First Grantee and those specifically approved in writing by the First Grantee.
8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the *Land Title Act*.
9. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
10.
 - a. The Grantor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom he or she proposes to dispose of one of the Lots, which notice shall be received by that person prior to such disposition.
 - b. For the purposes of this paragraph the word "dispose" shall have the meaning given to it under section 29 of the *Interpretation Act*, R.S.B.C. 1996, c.238
11. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
12. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement

Schedule B

and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

13. This agreement shall be interpreted according to the laws of the Province of British Columbia.

14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed by)
in the presence of:)
)
)
Witness)
)
)
Address)
)
)
Title or Occupation)

Grantor

The Corporate Seal of)
(Name of Municipality)
was hereunto affixed in the presence of:)
)
)
)

(c/s)

This is the instrument creating the condition of Covenant pursuant to section 219 of the Land Title Act by the Grantor referred to herein and shown on the Print and Plan annexed hereto as Schedule 'A' and initialled by me.

Approving officer

Schedule B

(A Consent and Priority Agreement may be required to gain priority for the Section 219 Covenant over financial charges. See below.)

CONSENT AND PRIORITY AGREEMENT

(liens, charges and encumbrances)

WHEREAS _____ (the "Chargeholder") is the holder of a _____ registered in the _____ Land Title Office under No. _____ (the "Charge") encumbering the lands described in the attached Section 219 Covenant (the "Covenant").

Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:

1. approves of, joins in and consents to the registration of the Covenant;
2. covenants and agrees that the Covenant is binding upon and takes priority over the Charge; and
3. postpones the Charge and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement on the attached Form C.

PRIORITY AGREEMENT

This Priority Agreement is between Jonathan Mara and Leslie Joan Mara (the “**Prior Chargeholders**”), being the registered owners and holders of Mortgage No. CA9620859 and Assignment of Rents No. CA9620860 (the “**Prior Charges**”), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the “**Subsequent Charge**”). In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholders and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholders acknowledge, the Prior Chargeholders hereby approve of and consent to the granting of the Subsequent Charge and hereby postpone all of the Prior Chargeholders’ rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge. As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholders have executed the General Instrument – Part 1 (*Land Title Act* - Form C) attached to and forming part of this Priority Agreement.

PRIORITY AGREEMENT

This This Priority Agreement is between Guardian Angel Consultants Ltd. (the "**Prior Chargeholder**"), being the registered owner and holder of Mortgage No. CA9883770 and Assignment of Rents No. CA9883771 (the "**Prior Charges**"), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the *Land Title Act* (British Columbia) to which this Priority Agreement is attached (the "**Subsequent Charge**"). In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder's rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge. As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument - Part 1 (*Land Title Act* - Form C) attached to and forming part of this Priority Agreement.

END OF DOCUMENT

DEVELOPMENT PERMIT DP24-10

Pursuant to section 488 of the Local Government Act, R.S.B.C 2015 C.1 as amended:

1. This Development Permit is issued to:

MINATO DEVELOPMENT CORP. Inc No. BC1281485
2842 — 140 Street Surrey BC
V4P 2H9

and

ERIF ECONOMIC RESTORATION INFRASTRUCTURE FUND Inc.
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(The “Permittee”)

2. This Development Permit applies to, and only to, those lands within the District of Ucluelet described below, and the buildings, structures, and other development thereon:

PID: 032-135-084
Lot 1 District Lot 286 Clayoquot District Plan EPP129243

(The “Lands”)

3. This Permit authorizes the following improvements on the Lands as per **Schedule 1**:
- Subdivision into 5 initial development parcels and further subdivision by bare land strata.
 - Removal of invasive species, planting of native trees, shrubs and herbaceous plants throughout riparian restoration areas.
 - Clearing, grubbing, excavation, grading and installation of services.
 - Construction of retaining walls, roads, driveways, parking areas and pedestrian walkways.
 - Installation of Landscaping, Erosion Control and Stormwater Management structures and systems.
4. The permit holder, as a condition of issuance of this Permit, agrees to comply with the terms and conditions of **Schedule 2** which is attached hereto and forms part of this permit.
5. In addition to compliance with the terms and conditions listed in Schedule 2, the permit holder must adhere to all conditions of the Qualified Environmental Professional (QEP) report in **Schedule 3** which is attached hereto and forms part of this permit.
6. The work authorized by this Permit may only be carried out in compliance with all federal, provincial, and municipal statutes, regulations, and bylaws. The Owner is responsible for ensuring that the timing of the work and any required permits or notifications by other agencies are obtained as required to comply with all applicable regulations.

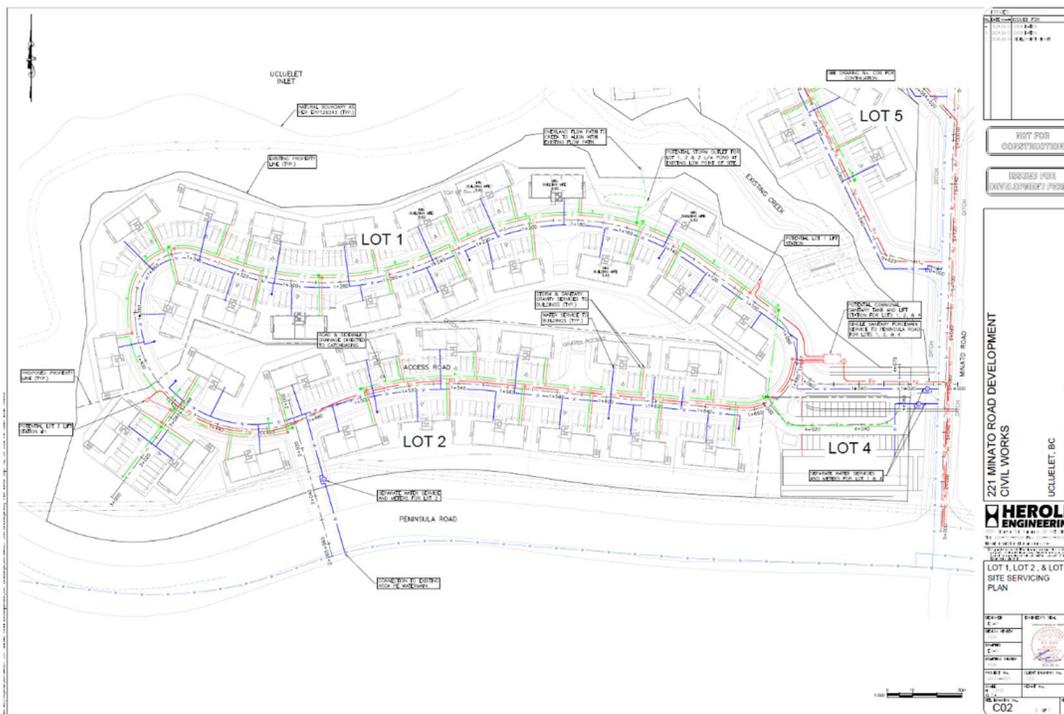
7. Notice shall be filed in the Land Title Office under Section 503 of the Local Government Act, and upon such filing, the terms of this Permit or any amendment hereto shall be binding upon all persons who acquire an interest in the land affected by this Permit.
8. The Owner shall substantially commence the development within 24 months of the date of issuance, after which this permit shall be null and void.
9. Upon completion of all proposed works, the Owner shall provide a letter from a QEP to the District of Ucluelet confirming that the work done under permit was completed meeting the conditions listed below.
10. This Permit is NOT a Building Permit.
11. The Municipality's Chief Administrative Officer is hereby authorized to approve minor amendments to the plans provided that such amendments are consistent with the overall character and intent of the original plans.

AUTHORIZING RESOLUTION passed by the Municipal Council on the day of , 2025.

ISSUED the day of , 2025.

Bruce Greig
Director of Community Planning

Schedule 1



Schedule 1



**FIGURE 4. RESTORATION AREAS
221 MINATO ROAD, UCLUELET BC**

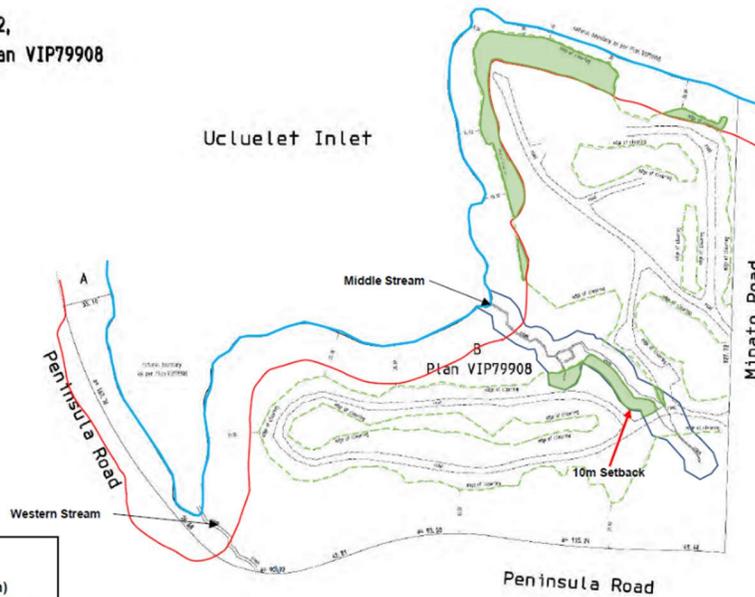
ite Plan of:
ot B, District Lot 282,
layoquot District, Plan VIP79908
 rcel Identifier: 026-487-764
 CALE 11 1998
 (lot on Arch D sheet)



he following non-financial charges are shown on
 he current 1996 and may affect the property:
 V2432 - Consent
 herel dimensions shown however are
 erived from Land Title Office records.

LEGEND:

- Coastal Setback (30m)
- Streamside Setback (10m)
- Shoreline Natural Boundary
- Edge of clearing boundary
- Restoration Areas



Schedule 2**Terms and Conditions**

1. Prior to any site disturbance or contractor mobilization, the Permittee shall erect fencing or otherwise clearly demarcate the no-disturbance areas beyond the works including the adjacent park boundaries, and contact the District of Ucluelet to arrange a pre-construction inspection.
2. No tree cutting, clearing of vegetation, regrading or construction works are authorized prior to the Permittee providing the following:
 - a. A subdivision Preliminary Layout Assessment (PLA) letter from the Approving Officer;
 - b. A Construction Environmental Management Plan, as recommended by the QEP;
 - c. Acceptance by the District of a Landscape Management / Preservation Plan for restoration areas, as recommended by the QEP;
 - d. A pre-clearing bird nest survey, if site mobilization and clearing is to occur during the nesting season (March 15 – Aug 15); and,
 - e. A tree survey of adjacent trees and all remaining Sitka Spruce, and tree protection fencing installed prior to excavation for retaining wall footings as recommended by the QEP.

Schedule 3 (1 of 6)

221 Minato Road Environmental Assessment
September 2024

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- Clearing of vegetation should occur outside the songbird nesting season of March 15 – August 15. QEP to be provided clearing plan well prior to vegetation clearing in order to complete a pre-clearing survey;
- If additional vegetation is to be removed during the active bird nesting season (March 15 – August 15) a QEP should be retained to conduct pre-clearing bird nest surveys to prevent committing an offense as defined by the Provincial Wildlife Act section 34 and federal Migratory Bird Act. Pileated Woodpecker nests are provincially protected year-round, whether or not the nest is in use (as per the Provincial *Wildlife Act*). A Pileated Woodpecker nest survey will have to be conducted by a QEP prior to any tree removal;
- If any additional mature, old-growth, dead standing trees or snags will require removal for proposed development a bat and owl nesting survey is recommended prior to removal;
- The completion of a proper Archaeological Assessment to determine the presence of cultural use including chance finds during excavations (completed as understood);
- That further development within the property includes a Landscape Management / Preservation Plan which includes the protection of remaining native coastal vegetation, and watercourse features, including sensitive shoreline saltmarsh habitat and restoration of impacted / over-cleared areas, noting that some of these areas have been dedicated back to DOU ownership as parkland;
- That the owner of the new residential development retains a local landscaping company to complete all native re-vegetation / restoration works remaining to be completed for the 30m waterfront park area and along the Middle Stream. The restored vegetation setback along the Middle Stream is recommended to be isolated from public access using wooden rail fencing;
- Remove invasive plant species (such as Himalayan blackberry and Scotch broom) that have become established within the restoration areas of the 30m waterfront park area and within the riparian setback of the Middle Stream. Check annually and remove any re-emerging invasive plant species.
- Remove the wooden deck structure along the shoreline within the northern portion of the property. Remove any refuse, soil or mulch piles, woody debris or construction debris from the coastal setback area and allow natural vegetation to infill.

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221 Minato Road Environmental Assessment
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- If further vegetation removal is required outside of the protective setbacks, retain large stumps with soil and live native plants and transplant to vegetated areas to provide habitat value;
- Complete a Danger Tree assessment by a certified Danger Tree assessor. Potential Danger Trees under 100ft in height and located within the 30m foreshore buffer are to fall in place and not removed unless a livable structure is deemed to be a target. Retain stumps in place if possible (cut to at least 10ft tall);
- As per Terrestrial Ecosystem (Mature Forest) DPA guidelines (DOU OCP), the detailed site plan for the development will need to identify any natural features including Sitka Spruce trees and nesting trees. Aquaparian recommends surveying Sitka Spruce trees 60cm DBH or larger, retain if possible and including on the site plan. Additional protection areas may be recommended to protect stands of these trees;
- No road crossing, culvert installations or bridge installation are to be completed without the completion of a Section 11 Notification / Approval as per the Provincial *Water Sustainably Act*;
- That the Middle Stream, Western Stream and any associated tributaries (including ditches) and wetlands be incorporated into a Stormwater Management Plan (SMP) for the development. All road, buildings or infrastructure run-off should be directed to naturally vegetated or constructed ditches/swales before being directed to native streams or shoreline;
- Wherever possible, with seismic and flood considerations, that constructed retaining walls for housing should follow form and character of the natural environment and include the use of naturally stacked rock and include pocket plantings using native coastal vegetation. All seeding should include recognized west coast seed mix (i.e. clover, vetch, wildflower) and not a rye grass mix.
- Ensure all proposed buildings, foundations, retaining walls, vegetation removal and excavations are outside of the environmental protective setbacks. If development is planned near the setback boundaries, then the root systems of adjacent large diameter trees along the boundary may require protection from damage such as compaction of root systems by heavy equipment and rock retaining wall construction. A tree survey of adjacent trees may be required to determine the need for tree protection fencing around the drip line of these trees (Typically 6 x the diameter of the tree).
- That the 30m Park Dedication areas given to the DOU along the foreshore and dedicated along the Middle Stream be extended by an additional setback under

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221 Minato Road Environmental Assessment
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covenant restriction of one meter in order to protect the stability of the banks. The stormwater design to the Middle Creek to include top of benched embankment area.

- That the development provides a minimum 10m setback from the top of bank for the Western Stream, targeting 15m wherever possible, with consultation with Aquaparian on retaining wall design if required in this area to enhance the protection of the Western Stream.
- It is recommended that Aquaparian and a Qualified Geotechnical Engineer be consulted in the design of retaining walls to enhance protection of the foreshore and Middle Stream.
- Because of the sensitivity of the saltmarsh and understanding that the foreshore and its riparian forest stand provides a significant wildlife corridor for small and large mammal species (in particular bears, wolves and cougars) that further discussions occur with the DOU about the installation of a public trail. Aquaparian recommends that the 30m waterfront park be protected from development as a wildlife corridor and not include a public trail;
- Further earthworks are to be completed during the dry season to prevent sediment migration. If earthworks cannot be completed during the dry months, sediment and erosion measures should be implemented (i.e. silt fence) to prevent migrating sediments from the site. Earthworks proposed within 30m of the foreshore or 15m of streams and ditches to include Environmental Construction Monitoring and turbidity monitoring;
- All fill brought to the site is to be clean i.e. free of hazardous contaminants and locally sourced;
- No deleterious substances such as sediment, fuel, oil, paint, concrete wash water or uncured concrete are to enter streams, ditches or marine waters;
- All heavy equipment used for the development to be clean and free of leaks and inspected daily. Full spill kits are to be present on all machinery;
- A spill response plan is to be in place with emergency contact numbers in case of accidental spill;
- Excavated topsoil piles, if left on site for any length of time, are to be either covered by tarps or surrounded by silt fencing to prevent migration of fines if a heavy rain event occurs;

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- Bare soils should be seeded with Westcoast seed mix and covered in a layer of straw as soon as possible following construction;
- The natural site surface flow drainage pattern throughout the property be used as natural stormwater drainage features for future developments (subject to engineering design); and,
- As part of stormwater management requirements, that roadways, laneway and vehicle parking pads explore the use of permeable pavers or gravels strip to include ground water recharge and reduced surface run-off within the property.

6.0 ADDITIONAL DEVELOPMENT STUDIES

As part of the development permit process for the project, the following studies / tasks are further expected:

- Survey of significant Sitka Spruce trees with the property prior to any further vegetation clearing works;
- As per the federal and provincial migratory bird act, completion of migratory bird nesting surveys if vegetation clearing works are proposed to occur between March 15 and August 15 of a given year. Confirmation that no bald eagle nesting within the property prior to clearing.
- That installation of bridges, culverts, stormwater outfall / headwalls within the property include the acquisition of Provincial (Regulatory) WSA Notifications or Approvals, in addition to approval by the DOU as the parkland owner.
- Prior to the site preparation or construction that a project specific Construction Environmental Management Plan (CEMP) is produced that addresses environmental mitigation measures to be incorporated for development construction activities; including additional land clearing, grading, road building, installation of utility services, excavations, erosion and sediment control, concrete works etc.
- Expected that portions of the project will require environmental monitoring services including erosion and sediment control and stormwater management during site preparation, bridge or culvert installations, stormwater outfall installations and retaining wall installations near the foreshore at the north end of the development.

Schedule 3 (5 of 6)

221 Minato Road Environmental Assessment
September 2024

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7.0 SUMMARY

The subject parcel is located northwest the Village of Ucluelet in an area of mostly undeveloped lands north of Peninsula Road. The subject parcel was originally zoned Rural Residential (RU) followed by approved re-zoning for Campground and Guest House. In early 2023, the land was re-zoned as Comprehensive Development. At the time of the original environmental site visit, a large portion of the property was cleared which included encroachment into the 30m marine foreshore DPA and also across a fish bearing watercourse (Middle Stream). The site is characterized by a mature second-growth coastal western hemlock forest with some veteran western redcedar and Sitka spruce trees and two fish-bearing streams running through the property and draining into a sheltered bay and sensitive saltmarsh habitat. The subject property also contains remains of mature / old growth trees, wildlife trees and habitat for various birds, as well as habitat for large and small mammals. The marine foreshore also appears to act as a corridor for wildlife within the surrounding area.

8.0 CONCLUSION

Aquaparian Environmental Consulting Ltd (Aquaparian) was retained by the new property owners (ERIF/Minato Road Development Co) of 221 Minato Road in Ucluelet to update the Environmental Impact Assessment report originally produced for the property by Aquaparian in May of 2017. The original owner of the property BNEE Enterprises cleared large sections of the mature old growth forest without municipal approval and encroachment into development permit areas (DPA) resulting in contravention of District of Ucluelet DPA protection and Provincial land development guidelines and regulations. Vegetation restoration compensation measures required to reinstate DPAs was never carried out. Future re-zoning for approved residential development have included local council to create Restrictive Covenants requiring the restoration of impacted sensitive vegetation communities within the property prior to allowing approval for construction or infrastructure installation. All works within environmentally sensitive vegetation and restoration areas to be directed and monitored by a Qualified Environmental Professional.

9.0 CLOSURE

This report has been completed in accordance with generally accepted biological practices. No other warranty is made, either expressed or implied. Aquaparian trusts that the information provided in this report meets your requirements.



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September 2024

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Any questions regarding information provided in this document, please contact the undersigned at (250) 591-2258.

Respectfully submitted,

AQUAPARIAN ENVIRONMENTAL CONSULTING LTD.

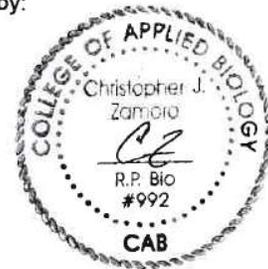
Prepared by:

Review & Prepared by:

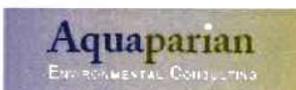
Crystal Campbell, Environmental Tech.



Chris Zamora B.Sc, R.P.Bio
Senior Biologist/Principal



<https://netorg5387218.sharepoint.com/sites/Shared/Shared Documents/Documents/Projects/Projects/N894 Ucluelet 221 Minato Road/Sep 2024 BA/221 Minato Road EA - September 23, 2024.docx>



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7.3 221 Minato Road (ERIF): OCP Amendment / Rezoning / Environmental DP Bruce Greig, Director of Community Planning

2024.2339.REGULAR IT WAS MOVED AND SECONDED:

THAT Council give first reading and second reading to District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024. CARRIED.

2024.2340.REGULAR IT WAS MOVED AND SECONDED:

THAT Council direct Staff to update the following items in the draft Zoning Amendment Bylaw No. 1367, 2024 to align with the updated Masterplan:

a. CD-6.5 Maximum Size (Gross Floor Area) to have a minor increase for Lot 3 as follows: Building Footprint 2475m², Gross Floor Area 3850m², Proposed Lot Coverage 17% and Maximum Lot Coverage 20%. The totals at the bottom of the table will be updated accordingly.

b. CD-6.7 Maximum Heights for the Principal Building to be increased to 9.5m for Lot 1, 2 and 5 to accommodate the updated flood level.

c. CD-6.8 Minimum Setbacks for Lot 4 Commercial to be updated to 3m proposed and minimum front setback.

d. Definition of Vacation Rental and CD-6.2 Permitted uses to be updated so that a secondary permitted use (such as vacation rental) is allowed without being in conjunction with a principal permitted use (such as permanent resident occupation) only and limited to Lot 3 and Lot 5 homes. CARRIED.

2024.2341.REGULAR IT WAS MOVED AND SECONDED:

THAT Council direct staff to refer District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024, to the Yuułuʔiłʔatḥ Government, the Ministry of Transportation and Infrastructure and the School District 70 Board of Education for a period of 30 days for comment during the public notification period. CARRIED.

2024.2342.REGULAR IT WAS MOVED AND SECONDED:

THAT Council refer District of Ucluelet Official Community Plan Amendment Bylaw No. 1366, 2024, to a public hearing at the earliest opportunity. CARRIED.

2024.2343.REGULAR IT WAS MOVE AND SECONDED:

THAT Council indicate that adoption of District of Ucluelet Official Community Plan Amendment Bylaw 1366, 2024 and District of Ucluelet Zoning Amendment Bylaw

No. 1367, 2024 would be subject to the owners registering a Section 219 covenant on 221 Minato Road to ensure the following is provided as a matter of public interest:

1. That an additional 1m setback from the property boundary will be covenanted along the foreshore and Middle Stream in accordance with the Aquaparian Environmental Report; and

2. That Form 3 in the BC Flood Hazard Area Land Use Management Guidelines will be signed by the developer/landowner to indemnify the Municipal staff and Council for development approval. CARRIED.

2024.2344.REGULAR IT WAS MOVE AND SECONDED:

THAT Council direct Staff to work with the applicant to develop a Housing Agreement. CARRIED. 2024.2345.REGULAR IT WAS MOVED AND SECONDED: THAT Council direct Staff to prepare an amendment to the covenant having the registration numbers CB365207 and CB365209 for Council's review which removes reference to the development of the trail on the property and updates reference to the housing agreements so they relate to the current application. CARRIED.

DISTRICT OF UCLUELET

Bylaw No. 1368, 2024

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.
(221 Minato Road)

WHEREAS the Municipality 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 Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned the property at 221 Minato Road to a new version of the CD-6 Comprehensive Development Zone to enable the development of mixed commercial, vacation rental, market rental housing, affordable rental housing and attainable homeownership units.

AND WHEREAS the Owner proposes to subdivide the land to initially create 5 lots, including proposed Lot 1 and Lot 2, with plans to provide on those two parcels 182 homes to be rented and sold at prices attainable to Ucluelet households. The owner reserves the right to adjust the number of attainable homes in the event the final number of homes approved, funded or able to be constructed on Lot 1 and 2 falls below 182 homes.

AND WHEREAS the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the Local Government Act;

AND WHEREAS the Owner shall only be obligated to deliver the building and all associated works, including but not limited to a) off-site developer contributions related to that phase and part and B) on site-civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with that phase and part that is being constructed. The proposed phasing is included as Appendix B of the Housing Agreement, subject to a future Phased Development Agreement.

Commented [JG1]: ERIF cannot commit to 182 homes (rather than a % without this provision, in event that DP or construction restrictions change this yield on Lot 1 and 2.

Commented [JG2]: This is required in lieu of Phased Development Agreement. Please restore Appendix B.

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedules "A" and "B", with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

Proposed Lots 1 and 2, to be subdivided from Lot 1, District Lot 286, Clayoquot District, Plan EPP129243

as shown shaded on the map attached to this bylaw as Appendix "A".

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

CITATION

3. This bylaw may be known and cited for all purposes as the "District of Ucluelet Housing Agreement Bylaw No. 1368, 2024".

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

ADOPTED this day of , 2025.

CERTIFIED A TRUE AND CORRECT COPY of "District of Ucluelet Housing Agreement Bylaw No. 1368, 2024"

Marilyn McEwan
Mayor

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

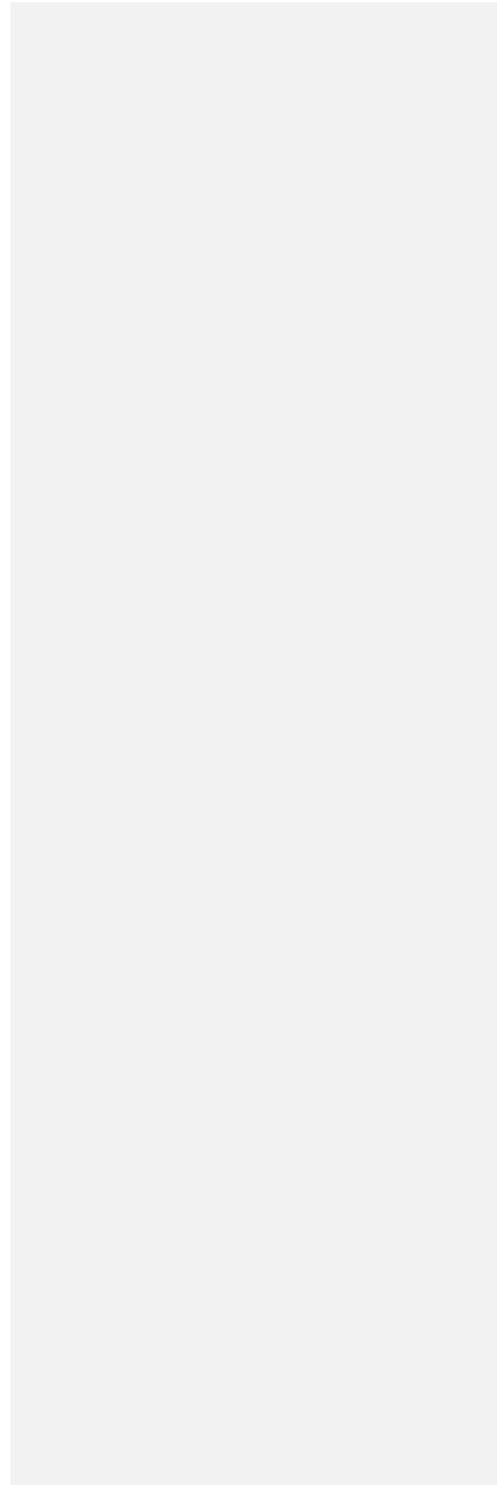
Duane Lawrence
Corporate Officer
Duane Lawrence Corporate
Officer

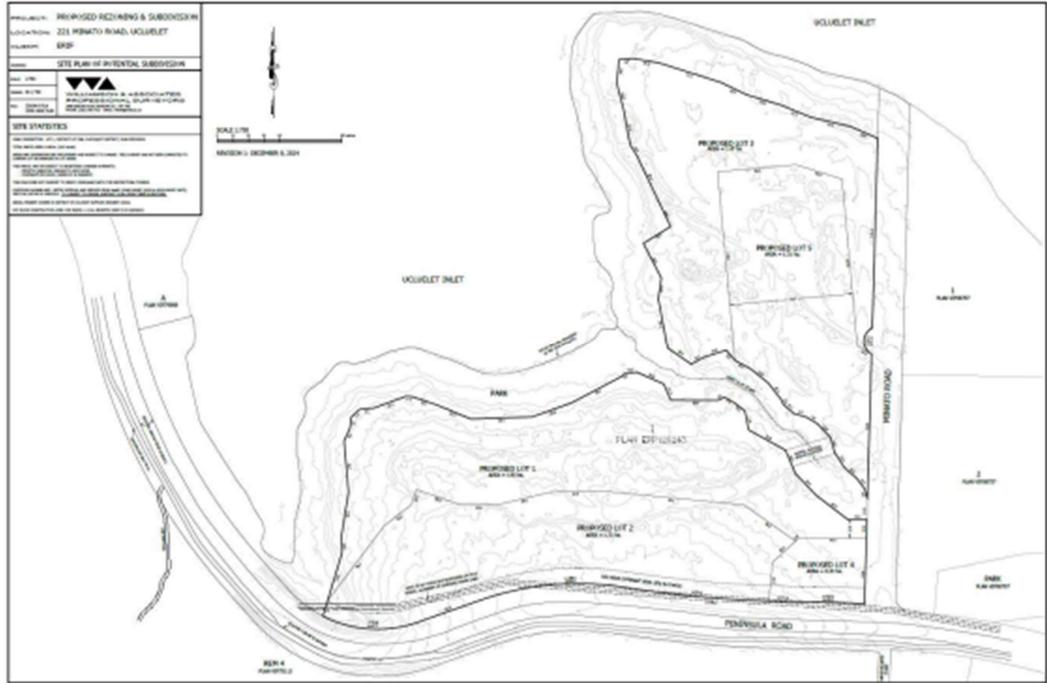
District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1368, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing Lot 1 District Lot 286,
Clayoquot District, Plan EPP129243





RESTORE APPENDIX B HERE WITH PHASING PLAN

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Schedule A to District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

ATTAINABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION
219 COVENANT, AND INDEMNITY

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999
Ucluelet, B.C., V0R 3A0

(the "District")

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner of Lot 1, District Lot 286, Clayoquot District, Plan EPP12924 (the "Land"); [note: update upon subdivision to new legal description of proposed Lot 1]
- B. Pursuant to section 483 of the Local Government Act, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for attainable housing on the terms and conditions set out in this Agreement;

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the Land Title Act and section 483 of the Local Government Act as follows:

PART I – DEFINITIONS

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

(a) "Attainable home" means a residential dwelling unit, or a pair of residential dwelling units combined under one title, constructed or located on the Land; The 'attainable' criteria is defined using the following formula:-

(i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent and mortgage repayments will be no less than the sum in the definition above and formula below.

(ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in mortgage repayments. All one- and two-bedroom home units will be sold with mortgage repayments below the sum of \$2483/month on the formula herein. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the one- and two-bedroom homes for sale at a maximum price of \$567,000 excluding taxes.

(iii) The three-bedroom home units are designed with a 'mortgage helper' secondary suite. While their mortgage repayments exceed \$2483/month, this will be offset by an assumed income of \$1300 rent to be received by renting out the mortgage helper suite, so the net mortgage repayments will achieve the attainable rate of \$2483/month after offsetting mortgage expenses with that suite rent. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the three-bedroom homes for sale at a maximum price of \$865,000 excluding taxes (which will be offset by owners renting the mortgage helper suite to reduce housing costs to attainable level).

(iv) For attainable home ownership, the following assumptions will be used to determine the baseline pricing for attainable sales. The attainable mortgage calculation is based on a 10% deposit, loan term of 30 years and interest rate of 4.14%. Notwithstanding interest rate increases, this formula will be the baseline used to determine the sale price of attainable homes.

(v) These formula assumptions will be maintained to determine the attainable rate of mortgage repayment and will not drop below this level of \$2483/month. However, the defined attainable mortgage repayment and rental rate of will be adjusted whenever new census data is released, and also adjusted each year in line with Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the

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greater sum.

(vi) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserve the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

(b) "Qualified Person" means an individual who is given priority in allocation of attainable housing because they meet criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association which may include:

- (i) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth.
- (ii) has worked or volunteered Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuꞵifꞵath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from ~~full-time permanent~~ employment by one or more businesses or institutions and has worked or volunteered within the area described above for one year five (15) out of the previous ten (10) years, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act;
- (iii) ~~does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,~~
- (iv) meets any other criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association.

(c) "Senior" means an individual 55 years of age or older;

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PART II – CONSTRUCTION on the LAND

- 2. The Owner will design, construct and maintain on the Land up to 18 multiple-family residential apartment buildings containing a combination of:
 - (a) 1-bedroom residential dwelling units;
 - (b) 2-bedroom residential dwelling units; and,
 - (c) 2-bedroom residential dwelling units with an adjoining 1-bedroom residential dwelling unit combined under a single strata title (also referred to as 3-bedroom units).

3. The Owner will construct the development as a phased strata, with a maximum of 75 strata ownership titles at the completion of the final phase.

4. The Owner agrees that all strata units will be sold as attainable homes. 5.

The timing and phasing of construction will be at the Owner's discretion.

PART III TRANSFER, USE AND OCCUPANCY

6. The Owner agrees that no dwelling unit constructed on the Land will be sold or transferred except as an attainable home sold to a qualified person for a period of ten (10) years.

7. The Owner agrees that the maximum sales price excluding taxes for attainable homes will be determined and adjusted in accordance with the formula in Part 1 Definition and is currently:

(a) for 1- and 2-bedroom homes: \$567,000

(b) for 3-bedroom homes (2-bedroom plus adjoining 1-bedroom suite): \$865,000

with these maximum sales prices to be adjusted annually from the date of the date of the census data publication is agreement in line with the updated census household data, and published Canadian Consumer Price Index (CPI) or Canadian Building Construction Price Index (BCPI), whichever is greater.

8. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence of at least one qualified person, with the following exceptions allowed:

(a) the owner of a combined 2-bedroom unit with an adjoining 1-bedroom unit may rent out one of those units for residential purposes under a residential tenancy agreement;

(b) an owner may rent out their attainable home under a residential tenancy agreement with the prior approval of the ERIF Housing Association:

i. for no more than one (1) year every five (5) years; or,

ii. for valid circumstances such as temporary work relocation or military service;

c) If the applicant or homeowner is a business owner with a valid business license and employs one (1) or more individuals, they may long-term rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence.

PART IV - INTERPRETATION

9. In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (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 meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) 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, employees, and invitees of the party;
- (i) 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
- (j) 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”.

PART VI – MISCELLANEOUS

10. Housing Agreement – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the Land Title Act and a housing agreement entered into under section 483 of the Local Government Act; and,
- (b) where an Attainable Home dwelling unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the Local Government Act with the Land Title Survey Authority against title to the Attainable Home.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- ### 11. Indemnity – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:
- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;

- (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
- (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

12. Release – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, 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 advice or direction respecting the ownership, development, operation or management of the Land or any Attainable Home which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

13. Survival – The obligations of the Owner set out in sections 11 and 12 will survive termination of this Agreement.

14. District Powers Unaffected – This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
- (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Attainable Home; or
- (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

15. Agreement for Benefit of District Only – The Owner and the District agree that:

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- (a) this Agreement is entered into for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Attainable Home;
 - (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.
16. No Public Law Duty – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

17. 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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street
PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

18. Enurement – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
19. Severability – 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 unaffected by that holding or by the severance of that part.
20. Waiver – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
21. Sole Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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22. Further Assurances – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
23. Covenant Runs with the Land – This Agreement burdens and runs with the Land of proposed Lot 1 and Lot 2 only and every parcel into which it is Subdivided. 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 Land.
24. 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.
25. Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other

equitable relief, as the only adequate remedy for a default under this Agreement.

- 26. No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
- 27. Applicable Law – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
- 28. 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.
- 29. Termination – both parties agree the sales price restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2036.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Schedule B to Ucluelet Housing Agreement Bylaw No. 1368, 2024

RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT
CHARGE AND INDEMNITY

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999,
Ucluelet, B.C., V0R 3A0

(the "District")

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner of Lot 2, District Lot 286, Clayoquot District, Plan EPP12924 (the "Land"); [note: update upon subdivision to new legal description of proposed Lot 2]
- B. Pursuant to section 483 of the Local Government Act, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- D. The Owner and the District wish to enter into this Agreement to provide for affordable and market rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the Land Title Act and section 483 of the Local Government Act as follows:

PART I – DEFINITIONS

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

- (d) "Daily Amount" means \$500.00 per day;
- (e) "Dwelling Unit" means any residential dwelling unit constructed or located on the Land;
- (f) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 4(c) of this Agreement;
- (g) "Full-time" means an average of at least 1400 hours per year, and in the case of self employment, means employment from which an individual earns at least 90% of his or her annual income;
- (h) "Qualified Affordable Tenant" means an individual who meets the eligibility criteria of

Commented [JG5]: \$500 a day is not agreed

the Canada Mortgage and Housing Corporation (CMHC) funding agreement for units constructed on the Lands under the CMHC Affordable Housing Fund program;

(i) "Qualified Attainable Tenant" means an individual who meets criteria for income, eligibility and terms of rent established by ERIF Housing Association which may include: :

(v) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth;

(vi) has worked or volunteered Full-Time for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuꞵiꞵath Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for two (2) out of the previous five (5) years, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act; and;

~~(vii) does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world;~~

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(j) "Senior" means an individual 55 years of age or older;

(k) "Tenancy Agreement" means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,

(l) "Tenant" means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

(j) "Attainable" housing means a price of rent relative to Ucluelet household income and will be used to calculate and cap rental pricing for a period of 10 years following construction. The formula for this calculation is as follows:

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(vi) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs. Notwithstanding any future amendment of the definition of 'Attainable' housing by Council or in the Official Community Plan, the rate for attainable rent will be no less than the sum in the definition above and formula below.

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(vii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in rent. All home units on Lot 2 will rent below this sum of \$2483/month rent.

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(viii) For attainable home rental this formula will be used to determine the maximum pricing for attainable rent rates. These formula assumptions will

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be maintained to determine the attainable rate of rent and will not drop below this level of \$2483/month. However, the defined attainable rental rate of will be adjusted when new census data is released and adjusted each year based on Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.

(ix) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserve the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

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PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land up to 16 multiple-family residential buildings containing a total of up to 107 rental apartments in a mixture of 1- bedroom and 2-bedroom units. The Owner reserves the right to adjust the final number of units proportionately if the final number of units approved or constructed on Lot 2 falls below 107 units.
3. The Owner agrees the Land and any buildings constructed on the Land will not be subdivided or divided into separate titles under the Strata Property Act or by any other means.

PART III – USE AND OCCUPANCY

4. The Owner agrees that no Dwelling Unit will be used or occupied:

- (a) except as a permanent residence;
- (b) except by at least one qualified affordable tenant or qualified attainable tenant;
- (c) by any person who is not a qualified tenant, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a qualified tenant who is also occupying the Dwelling Unit.

(d) Business owners with a valid business license and employs one (1) or more individuals, rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence

5. ~~No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;~~

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6. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
7. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the

Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.

- 8. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 24 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.
- 9. The Owner agrees to provide the District with an annual statement summarizing the number of units rented and rental rates, and attesting to conformance with the agreed eligibility criteria.

PART IV – RENTAL OF DWELLING UNITS

- 10. The Owner agrees that a minimum of 30% of the rental apartments will be rented at affordable rental rates and to eligible tenants meeting criteria established by the CMHC Affordable Housing Fund agreement.
- 11. The Owner must not rent or lease any Dwelling except to Qualified Affordable Tenants, Qualified Attainable Tenants or Eligible Occupants and except in accordance with the following additional conditions:
 - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Dwelling Unit will not exceed:
 - (i) for an affordable rental unit, the rate established by the CMHC according to the project funding agreement; and
 - (ii) for an attainable rental unit, a maximum of \$2,483 per month

provided that the amount in (ii) above may be ~~increased~~ adjusted in accordance with the formula in the definition of 'Attainable' in Part 1 and by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2026.
 - (c) ~~the Owner will not require the Tenant to pay any extra charges or fees for use of parking or storage areas on the Land, or for sanitary sewer, storm sewer, or property taxes. For clarity, this section does not apply to cable, telephone, data, water, hot water or electric utility fees or other unforeseen services;~~

Commented [JG8]: ERIF do not agree to this term, which may contravene CMHC obligations and viability. Please remove.

- (d) any increase in rent must also comply with rules and procedures, including any

limit on maximum annual increases, under the Residential Tenancy Act.

- (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
- (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the Residential Tenancy Act if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
- (h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;
- (i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
- (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
- (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
- (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.

12. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the Residential Tenancy Act. Notwithstanding, ~~in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.~~

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District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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13. ~~The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.~~

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PART V – DEFAULT AND REMEDIES

14. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 15, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice form the District for the same.
15. The Owner hereby 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 any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

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PART VI - INTERPRETATION

16. In this Agreement:

- (k) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (l) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (m) 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 meaning;
- (n) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (o) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (p) time is of the essence;

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- (q) all provisions are to be interpreted as always speaking;
- (r) 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, employees, and invitees of the party;
- (s) 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

- (t) 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”.

PART VII – MISCELLANEOUS

17. Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Dwelling Units at any reasonable time, subject to the notice provisions in the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
18. Indemnity – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:
- (d) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (e) the Owner’s ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
 - (f) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
19. Release – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

20. Survival – The obligations of the Owner set out in sections 18 and 19 will survive termination of this Agreement.
21. District Powers Unaffected – This Agreement does not:
- (e) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement

to create, any implied obligations concerning such discretionary rights, duties or powers;

(f) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;

(g) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or

(h) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

22. Agreement for Benefit of District Only – The Owner and the District agree that:

(d) this Agreement is entered into for the benefit of the District;

(e) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(f) 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.

23. No Public Law Duty – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

24. 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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

25. Enurement – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives for a period of ten (10) years from construction of the home units.

26. Severability – 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 unaffected

by that holding or by the severance of that part.

27. Waiver – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
28. Sole Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
29. Further Assurances – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
30. Covenant Runs with the Land – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. 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 Land.
31. 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.
32. Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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33. No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
34. Applicable Law – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
35. 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.
36. Termination – both parties agree the rental rate restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2046 2036 for attainable units, and for the term of the funding for affordable units.

SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219
COVENANT, RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA
PROVINCE OF BRITISH
COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF
UCLUELET ("Housing Agreement")

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

- 1. I am applying to rent or continue renting (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
- 2. The Dwelling Unit has _____ bedrooms.
- 3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
- 4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was .
- 5. I am employed by _____, located at _____.
- 6. I have been living in the Alberni Clayoquot Regional District since _____.
- 7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:
Business or Institution : Dates:

8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.

9. 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.

DECLARED BEFORE ME at

)
, British Columbia,

For British Columbia

)
this day of

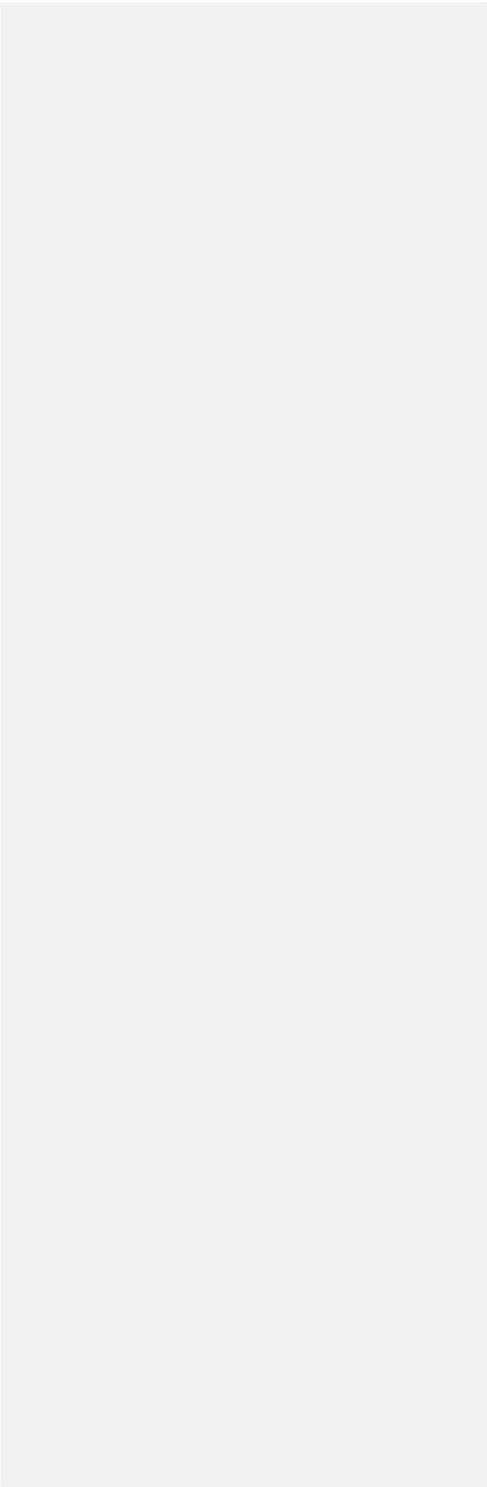
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A Commissioner for taking Affidavits

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District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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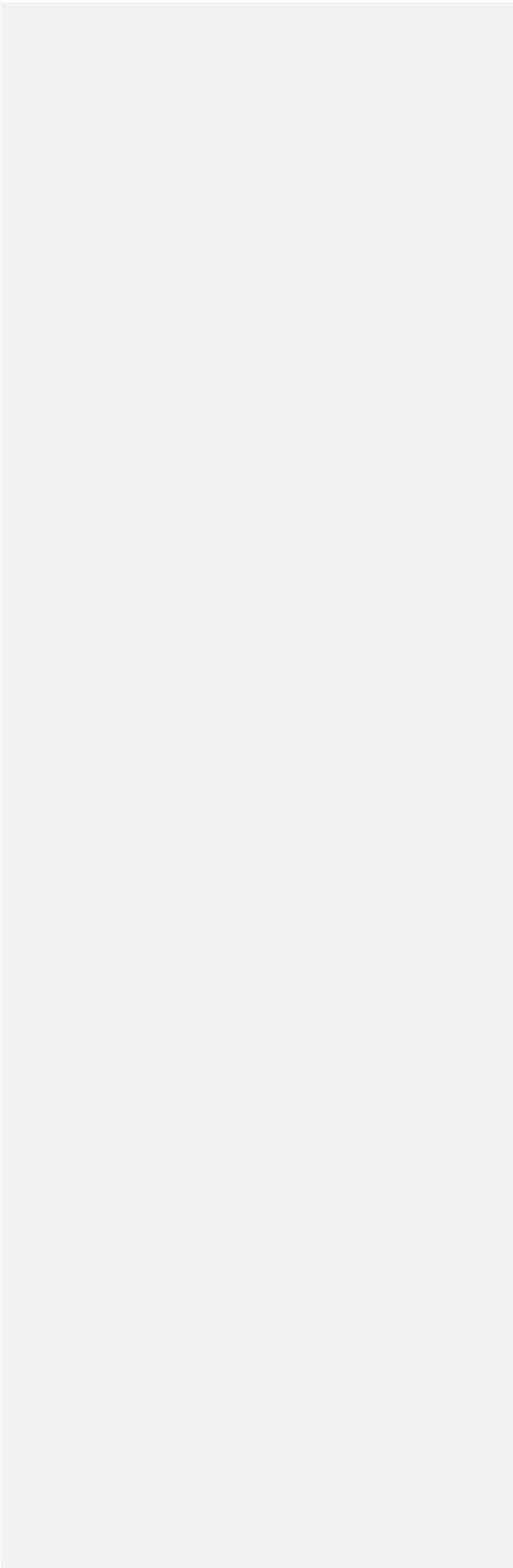
SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219
COVENANT, RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA
PROVINCE OF BRITISH

)
For British Columbia

)



DISTRICT OF UCLUELET

Bylaw No. 1368, 2024

A Bylaw to Authorize the District of Ucluelet to Enter into a Housing Agreement.
(221 Minato Road)

WHEREAS the Municipality 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 Municipality and the Owner regarding the occupancy of the housing units identified in the Agreement;

AND WHEREAS the Municipality has rezoned the property at 221 Minato Road to a new version of the CD-6 Comprehensive Development Zone to enable the development of mixed commercial, vacation rental, market rental housing, affordable rental housing and attainable homeownership units.

AND WHEREAS the Owner proposes to subdivide the land to initially create 5 lots, including proposed Lot 1 and Lot 2, with plans to provide on those two parcels 182 homes to be rented and sold at prices attainable to Ucluelet households. The owner reserves the right to adjust the number of attainable homes in the event the final number of homes approved, funded or able to be constructed on Lot 1 and 2 falls below 182 homes.

AND WHEREAS the Owner has offered to register a Housing Agreement to ensure that the housing units are developed as proposed on the Lands described in this Bylaw, and the Municipality has deemed it expedient to require the Owner to enter into a Housing Agreement with the Municipality pursuant to Section 483 of the Local Government Act;

AND WHEREAS the Owner shall only be obligated to deliver the building and all associated works, including but not limited to a) off-site developer contributions related to that phase and part and B) on site-civil, stormwater, services, roadworks, retaining, landscaping and planting that is required to be delivered concurrently with that phase and part that is being constructed. The proposed phasing is included as Appendix B of the Housing Agreement, subject to a future Phased Development Agreement.

NOW THEREFORE the Council of the District of Ucluelet, in open meeting assembled, enacts as follows:

1. The Municipality is authorized to enter into Housing Agreements pursuant to Section 483 of the Local Government Act, in substantially the form attached to this Bylaw as Schedules "A" and "B", with respect to the land located in the District of Ucluelet known as 221 Minato Road and being more particularly known and described as:

Proposed Lots 1 and 2, to be subdivided from Lot 1, District Lot 286, Clayoquot District, Plan EPP129243

as shown shaded on the map attached to this bylaw as Appendix "A".

2. The Mayor and the Chief Administrative Officer of the Municipality are authorized to execute the Housing Agreements on behalf of the Municipality.

CITATION

3. This bylaw may be known and cited for all purposes as the "District of Ucluelet Housing Agreement Bylaw No. 1368, 2024".

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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READ A FIRST TIME this day of , 2024.

READ A SECOND TIME this day of , 2024.

READ A THIRD TIME this day of , 2024.

ADOPTED this day of , 2025.

CERTIFIED A TRUE AND CORRECT COPY of "District of Ucluelet Housing Agreement Bylaw No. 1368, 2024"

Marilyn McEwan

Mayor

THE CORPORATE SEAL of the
District of Ucluelet was hereto
affixed in the presence of:

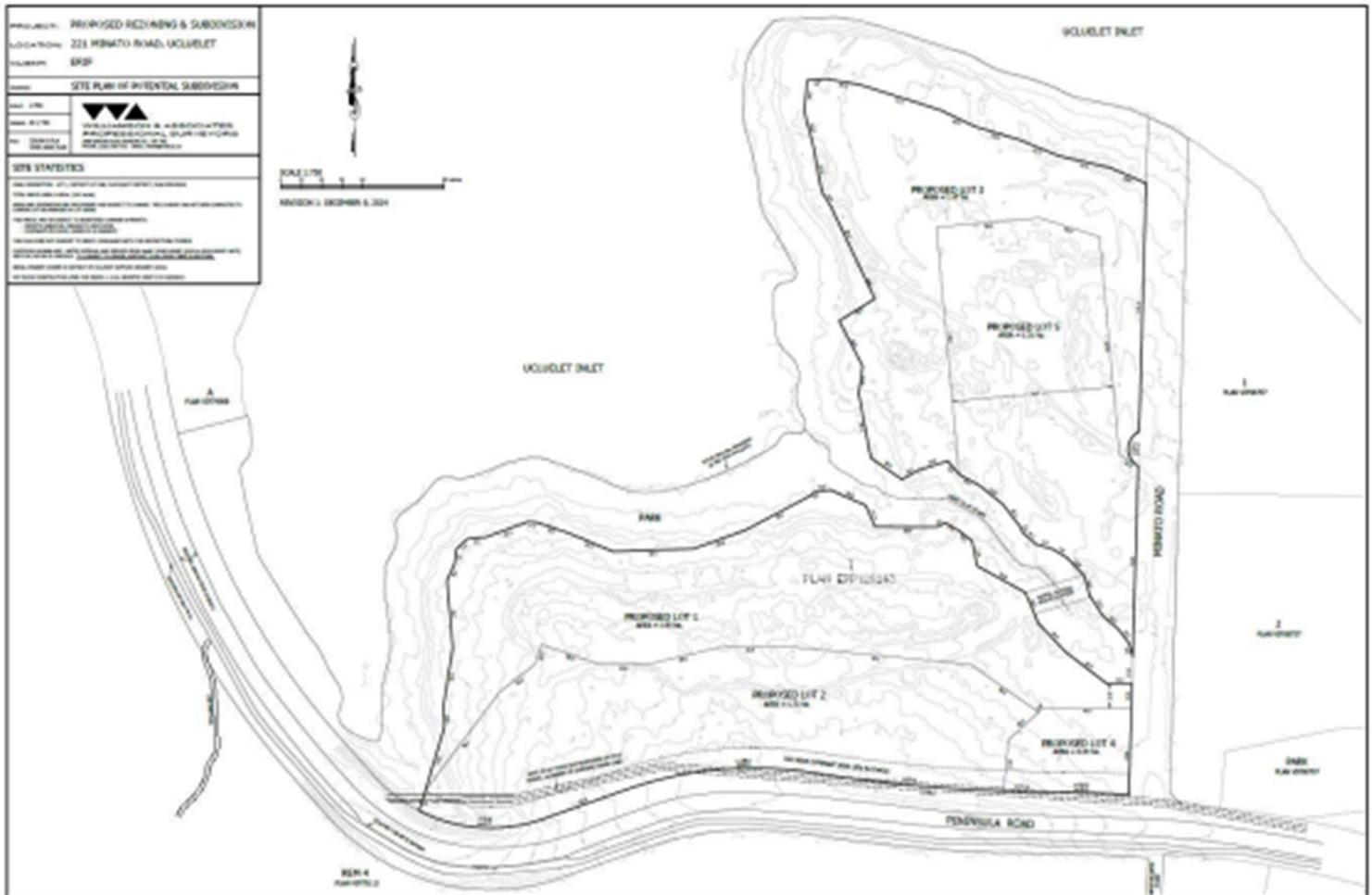
Duane Lawrence
Corporate Officer
Duane Lawrence Corporate
Officer

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Appendix "A" to Ucluelet Housing Agreement Bylaw No. 1368, 2024

Subject property: Proposed Lots 1 and 2 to be subdivided from existing Lot 1 District Lot 286, Clayoquot District, Plan EPP129243



District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Schedule A to District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

ATTAINABLE HOME OWNERSHIP HOUSING AGREEMENT, SECTION
219 COVENANT, AND INDEMNITY

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999
Ucluelet, B.C., V0R 3A0

(the "District")

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner of Lot 1, District Lot 286, Clayoquot District, Plan EPP12924 (the "Land"); [note: update upon subdivision to new legal description of proposed Lot 1]
- B. Pursuant to section 483 of the Local Government Act, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,
- D. The Owner and the District wish to enter into this Agreement to provide for attainable housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the Land Title Act and section 483 of the Local Government Act as follows:

PART I – DEFINITIONS

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

(a) “Attainable home” means a residential dwelling unit, or a pair of residential dwelling units combined under one title, constructed or located on the Land; The ‘attainable’ criteria is defined using the following formula:

(i) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs.

Notwithstanding any future amendment of the definition of ‘Attainable’ housing by Council or in the Official Community Plan, the rate for attainable rent and mortgage repayments will be no less than the sum in the definition above and formula below.

(ii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in mortgage repayments. All one- and two-bedroom home units will be sold with mortgage repayments below the sum of \$2483/month on the formula herein. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the one- and two-bedroom homes for sale at a maximum price of \$567,000 excluding taxes.

(iii) The three-bedroom home units are designed with a ‘mortgage helper’ secondary suite. While their mortgage repayments exceed \$2483/month, this will be offset by an assumed income of \$1300 rent to be received by renting out the mortgage helper suite, so the net mortgage repayments will achieve the attainable rate of \$2483/month after offsetting mortgage expenses with that suite rent. Based on the current Census calculation alone, without CPI and CBCPI adjustments, this would offer the three-bedroom homes for sale at a maximum price of \$865,000 excluding taxes (which will be offset by owners renting the mortgage helper suite to reduce housing costs to attainable level).

(iv) For attainable home ownership, the following assumptions will be used to determine the baseline pricing for attainable sales. The attainable mortgage calculation is based on a 10% deposit, loan term of 30 years and interest rate of 4.14%. Notwithstanding interest rate increases, this formula will be the baseline used to determine the sale price of attainable homes.

(v) These formula assumptions will be maintained to determine the attainable rate of mortgage repayment and will not drop below this level of \$2483/month. However, the defined attainable mortgage repayment and rental rate of will be adjusted whenever new census data is released, and also adjusted each year in line with Canada’s published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the

greater sum.

(vi) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserve the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

(b) "Qualified Person" means an individual who is given priority in allocation of attainable housing because they meet criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association which may include:

(i) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth.

(ii) has worked or volunteered for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area 'C', Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from employment by one or more businesses or institutions and has worked or volunteered within the area described above for one year (1) ~~out of the previous ten (10) years~~, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act;

(iii) ~~does not own, or have a spouse who owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world; and,~~

(iv) meets any other criteria for income, loan eligibility and terms of purchase established by ERIF Housing Association.

(c) "Senior" means an individual 55 years of age or older;

PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land up to 18 multiple-family residential apartment buildings containing a combination of:

- (a) 1-bedroom residential dwelling units;
- (b) 2-bedroom residential dwelling units; and,
- (c) 2-bedroom residential dwelling units with an adjoining 1-bedroom residential dwelling unit combined under a single strata title (also referred to as 3-bedroom units).

3. The Owner will construct the development as a phased strata, with a maximum of 75 strata ownership titles at the completion of the final phase.
4. The Owner agrees that all strata units will be sold as attainable homes. 5.

The timing and phasing of construction will be at the Owner's discretion.

PART III TRANSFER, USE AND OCCUPANCY

6. The Owner agrees that no dwelling unit constructed on the Land will be sold or transferred except as an attainable home sold to a qualified person for a period of ten (10) years.
7. The Owner agrees that the maximum sales price excluding taxes for attainable homes will be determined and adjusted in accordance with the formula in Part 1 Definition and is currently :

(a) for 1- and 2-bedroom homes: \$567,000

(b) for 3-bedroom homes (2-bedroom plus adjoining 1-bedroom suite): \$865,000

with these maximum sales prices to be adjusted annually from the date of the date of the census data publication in line with the updated census household data, and published Canadian Consumer Price Index (CPI) or Canadian Building Construction Price Index (BCPI), whichever is greater.

8. The Owner agrees that no residential dwelling unit on the Land shall be used or occupied except as the regular, full-time residence of at least one qualified person, with the following exceptions allowed:
 - (a) the owner of a combined 2-bedroom unit with an adjoining 1-bedroom unit may rent out one of those units for residential purposes under a residential tenancy agreement;
 - (b) an owner may rent out their attainable home under a residential tenancy agreement with the prior approval of the ERIF Housing Association:
 - i. for no more than one (1) year every five (5) years; or,
 - ii. for valid circumstances such as temporary work relocation or military service;
- c) If the applicant or homeowner is a business owner with a valid business license and employs one (1) or more individuals, they may long-term rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence.

PART IV - INTERPRETATION

9. In this Agreement:

(a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;

- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (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 meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) 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, employees, and invitees of the party;
- (i) 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
- (j) 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”.

PART VI – MISCELLANEOUS

10. Housing Agreement – The Owner acknowledges and agrees that:

- (a) this Agreement constitutes a covenant under section 219 of the Land Title Act and a housing agreement entered into under section 483 of the Local Government Act; and,
- (b) where an Attainable Home dwelling unit is a separate legal parcel, the District may file notice of housing agreement under section 483 of the Local Government Act with the Land Title Survey Authority against title to the Attainable Home.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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11. Indemnity – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:

- (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;

- (b) the Owner's ownership, development, operation, or financing of the Land or any Dwelling Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
12. Release – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, 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 advice or direction respecting the ownership, development, operation or management of the Land or any Attainable Home which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
13. Survival – The obligations of the Owner set out in sections 11 and 12 will survive termination of this Agreement.
14. District Powers Unaffected – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Attainable Home; or
 - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
15. Agreement for Benefit of District Only – The Owner and the District agree that:

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- (a) this Agreement is entered into for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, or any future owner, occupier, or user of the Land or any Attainable Home;
 - (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.
16. No Public Law Duty – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

17. 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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street
PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

18. Enurement – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
19. Severability – 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 unaffected by that holding or by the severance of that part.
20. Waiver – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
21. Sole Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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22. Further Assurances – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
23. Covenant Runs with the Land – This Agreement burdens and runs with the Land of proposed Lot 1 and Lot 2 only and every parcel into which it is Subdivided. 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 Land.
24. 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.
25. Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other

equitable relief, as the only adequate remedy for a default under this Agreement.

26. No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
27. Applicable Law – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
28. 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.
29. Termination – both parties agree the sales price restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2036.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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Schedule B to Ucluelet Housing Agreement Bylaw No. 1368, 2024

**RENTAL HOUSING AGREEMENT, SECTION 219 COVENANT, RENT
CHARGE AND INDEMNITY**

THIS AGREEMENT dated for reference the day of , 2025 is

BETWEEN:

DISTRICT OF UCLUELET,
200 Main Street, PO Box 999,
Ucluelet, B.C., V0R 3A0

(the "District")

AND:

ERIF Housing Association S0080987
1855 PERKINS RD
CAMPBELL RIVER BC V9W 4S2

(the "Owner")

GIVEN THAT:

- A. The Owner is the registered owner of Lot 2, District Lot 286, Clayoquot District, Plan EPP12924 (the "Land"); [note: update upon subdivision to new legal description of proposed Lot 2]
- B. Pursuant to section 483 of the Local Government Act, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the Owner regarding the occupancy of the housing units identified in the agreement;
- C. 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 or construction on land; and,

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- D. The Owner and the District wish to enter into this Agreement to provide for affordable and market rental housing on the terms and conditions set out in this Agreement;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree pursuant to section 219 of the Land Title Act and section 483 of the Local Government Act as follows:

PART I – DEFINITIONS

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

- (d) "Daily Amount" means \$50.00 per day;
- (e) "Dwelling Unit" means any residential dwelling unit constructed or located on the Land;
- (f) "Eligible Occupant" means a person authorized to occupy a dwelling unit on the Land under section 4(c) of this Agreement;
- (g) "Full-time" means an average of at least 1400 hours per year, and in the case of self employment, means employment from which an individual earns at least 90% of his or her annual income;
- (h) "Qualified Affordable Tenant" means an individual who meets the eligibility criteria of

the Canada Mortgage and Housing Corporation (CMHC) funding agreement for units constructed on the Lands under the CMHC Affordable Housing Fund program;

(i) “Qualified Attainable Tenant” means an individual who meets criteria for income, eligibility and terms of rent established by ERIF Housing Association which may include: :

(v) has lived in the Alberni Clayoquot Regional District for a minimum of 12 months; or can demonstrate they are relocating for employment or ventures that positively impact community growth;

(vi) has worked or volunteered for more than one (1) year with one or more businesses or institutions within the District of Ucluelet or lands of the Yuułuʔiłʔatḥ Government, Barkley Community Forest, Toquaht Nation, District of Tofino, Alberni-Clayoquot Regional District Area ‘C’, Pacific Rim National Park Reserve, or BC Parks and Protected Areas in the region, or a Senior who has retired from full-time permanent employment by one or more businesses or institutions and has worked or volunteered within the area described above for two (2) out of the previous five (5) years, or is receiving disability assistance under the Employment and Assistance for Persons with Disabilities Act.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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;

(j) “Senior” means an individual 55 years of age or older;

(k) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy an Dwelling Unit; and,

(l) “Tenant” means an occupant of a Dwelling Unit by way of a Tenancy Agreement.

(j) “Attainable” housing means a price of rent relative to Ucluelet household income and will be used to calculate and cap rental pricing for a period of 10 years following construction. The formula for this calculation is as follows:

(vi) Attainable is defined in the Official Community Plan as housing that is affordable to Ucluelet households earning 120% or less than the median gross household income, as determined by the latest census, spending no more than 30% of their household income on housing costs.

Notwithstanding any future amendment of the definition of ‘Attainable’ housing by Council or in the Official Community Plan, the rate for attainable rent will be no less than the sum in the definition above and formula below.

(vii) For the current 2021 Census household income of \$83,000, 30% of income on housing costs would be \$2483/month in rent. All home units on Lot 2 will rent below this sum of \$2483/month rent.

(viii) For attainable home rental this formula will be used to determine the maximum pricing for attainable rent rates. These formula assumptions will be maintained to determine the attainable rate of rent and will not drop below this level of \$2483/month. However, the defined attainable rental

rate of will be adjusted when new census data is released and adjusted each year based on Canada's published CPI and/or adjusted by the Canadian Building Construction Price Index (CBCPI) whichever is the greater sum.

(ix) The Serenity Landing Housing Committee (EHA Ucluelet Local Community Board) of the ERIF Housing Association reserve the right to amend this definition if the application of this definition causes risk to the financial viability of the entity.

PART II – CONSTRUCTION on the LAND

2. The Owner will design, construct and maintain on the Land up to 16 multiple-family residential buildings containing a total of up to 107 rental apartments in a mixture of 1- bedroom and 2-bedroom units. The Owner reserves the right to adjust the final number of units proportionately if the final number of units approved or constructed on Lot 2 falls below 107 units.
3. The Owner agrees the Land and any buildings constructed on the Land will not be subdivided or divided into separate titles under the Strata Property Act or by any other means.

PART III – USE AND OCCUPANCY

4. The Owner agrees that no Dwelling Unit will be used or occupied:
 - (a) except as a permanent residence;
 - (b) except by at least one qualified affordable tenant or qualified attainable tenant;
 - (c) by any person who is not a qualified tenant, unless that person is related by blood, adoption or foster parenthood to, or is living in a spousal relationship with, a qualified tenant who is also occupying the Dwelling Unit.
 - (d) Business owners with a valid business license and employs one (1) or more individuals, rent the property exclusively to permanent part-time or full-time employees who will use the property as their primary residence
5. ~~No Dwelling Unit will be occupied by any owner of the Land, or by any family member of any Owner of the Land;~~
6. The Owner agrees that the number of persons who reside in any Dwelling Unit must be equal to or less than the number of persons the District's building inspector determines (acting reasonably) can reside in that unit given the number and size of bedrooms in the unit and in light of any relevant standards set by the District in any bylaws of the District.
7. Within three (3) days after receiving notice from the District, the Owner will in respect of any Dwelling Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a Dwelling Unit no more than two (2) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the

Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.

8. If the Owner cannot comply with the occupancy requirements for any Dwelling Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Dwelling Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part V herein. The Owner must deliver the request in writing in accordance with section 24 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.
9. The Owner agrees to provide the District with an annual statement summarizing the number of units rented and rental rates, and attesting to conformance with the agreed eligibility criteria.

PART IV – RENTAL OF DWELLING UNITS

10. The Owner agrees that a minimum of 30% of the rental apartments will be rented at affordable rental rates and to eligible tenants meeting criteria established by the CMHC Affordable Housing Fund agreement.
11. The Owner must not rent or lease any Dwelling except to Qualified Affordable Tenants, Qualified Attainable Tenants or Eligible Occupants and except in accordance with the following additional conditions:
 - (a) the Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Dwelling Unit will not exceed:
 - (i) for an affordable rental unit, the rate established by the CMHC according to the project funding agreement; and
 - (ii) for an attainable rental unit, a maximum of \$2,483 per monthprovided that the amount in (ii) above may be increased in accordance with the formula in the definition of 'Attainable' in Part 1 and by the percentage change in Housing Income Limits for Nanaimo, as published annually by BC Housing, beginning in 2026.

(c)

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- (d) any increase in rent must also comply with rules and procedures, including any limit on maximum annual increases, under the Residential Tenancy Act.
- (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this

Agreement;

- (f) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to provide a statutory declaration of household income and real property in the form of Schedule A annexed hereto;
 - (g) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the Residential Tenancy Act if the Tenant uses or occupies, or allows use or occupation of, the Dwelling Unit in breach of the use and occupancy restrictions contained in this Agreement;
 - (h) the Tenancy Agreement will identify all occupants of the Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing in the Dwelling Unit for more than fifteen (15) consecutive days or more than a total of thirty (30) days in any calendar year;
 - (i) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where Dwelling Unit is occupied by more than the number of people the District's building inspector determines (acting reasonably) can reside in the Dwelling Unit given the number of size of bedrooms in the Dwelling Unit and in light of any relevant standards set by District bylaw;
 - (j) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (k) the Tenancy Agreement will provide that the Tenant will not sublease the Dwelling Unit or assign the Tenancy Agreement; and
 - (l) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
12. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of an Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the Residential Tenancy Act. Notwithstanding, ~~in the event that an existing Tenant's income exceeds the maximum gross household income the Owner will be entitled to allow that Tenant to remain in occupancy under the Tenancy Agreement for a further 12 months. If upon expiry of this period the Tenants income for the previous year still exceeds the maximum gross household income then the Owner will terminate the Tenancy Agreement and providing the Tenant with notice as required under the Residential Tenancy Act.~~

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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13. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.

PART V – DEFAULT AND REMEDIES

14. The Owner acknowledges and agrees that the District requires affordable housing for residents of Ucluelet in order to attract and retain residents to work for local businesses

and that these businesses generate tax and other revenue for the District and economic growth and opportunities for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if a Dwelling Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 15, the Daily Amount to the District for each date of the breach of the Agreement. The Daily amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.

15. The Owner hereby 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 any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

PART VI - INTERPRETATION

16. In this Agreement:

- (k) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (l) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (m) 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 meaning;
- (n) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (o) the provisions of section 25 of the Interpretation Act with respect to the calculation of time apply;
- (p) time is of the essence;

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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- (q) all provisions are to be interpreted as always speaking;
- (r) 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, employees, and invitees of the party;
- (s) 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
- (t) 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".

PART VII – MISCELLANEOUS

17. Management – The Owner covenants and agrees that it will furnish good and efficient management of the Dwelling Units and will permit representatives of the District to inspect the Dwelling Units at any reasonable time, subject to the notice provisions in the Residential Tenancy Act. The Owner further covenants and agrees that it will maintain the Dwelling Units in a satisfactory state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Land.
18. Indemnity – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, 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:
- (d) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (e) the Owner's ownership, lease, operation, management, or financing of the Land or any Dwelling Unit; or
 - (f) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.
19. Release – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or any Dwelling Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.

20. Survival – The obligations of the Owner set out in sections 18 and 19 will survive termination of this Agreement.
21. District Powers Unaffected – This Agreement does not:
- (e) affect or limit the discretion, rights, duties or powers of the District or the Approving Officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (f) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (g) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or an Dwelling Unit; or

(h) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.

22. Agreement for Benefit of District Only – The Owner and the District agree that:

(d) this Agreement is entered into for the benefit of the District;

(e) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or any Dwelling Unit;

(f) 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.

23. No Public Law Duty – Where the District 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 District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.

24. 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 postal address of the Owner set out in the records at the Land Title Office, and in the case of the District addressed as follows:

District of Ucluelet
200 Main Street

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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PO Box 999
Ucluelet, B.C. V0R 3A0

Attention: Chief Administrative Officer

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

25. Enurement – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives for a period of ten (10) years from construction of the home units.

26. Severability – 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 unaffected by that holding or by the severance of that part.

27. Waiver – All remedies of the District will be cumulative and may be exercised by the District 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 District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.

28. Sole Agreement – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use and occupation, of the Dwelling Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
29. Further Assurances – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District to give effect to this Agreement.
30. Covenant Runs with the Land – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. 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 Land.
31. 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.
32. Equitable Remedies – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement and that the public interest strongly favours specific performance, injunctive relief (mandatory or otherwise), or other equitable relief, as the only adequate remedy for a default under this Agreement.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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33. No Joint Venture – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
34. Applicable Law – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the Residential Tenancy Act, this Agreement is without effect to the extent of the conflict.
35. 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.
36. Termination – both parties agree the rental rate restrictions and eligibility requirements imposed by this agreement shall terminate on January 1, 2036 for attainable units, and for the term of the funding for affordable units.

SCHEDULE A TO RENTAL HOUSING AGREEMENT, SECTION 219
COVENANT, RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA

PROVINCE OF BRITISH
COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF
UCLUELET ("Housing Agreement")

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

1. I am applying to rent or continue renting (the " Dwelling Unit"), and make this declaration to the best of my personal knowledge.
2. The Dwelling Unit has _____ bedrooms.
3. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
4. For the period of the latest calendar year, the total Household Income from all sources of income for all adult residents of the Dwelling Unit was .
5. I am employed by _____, located at _____.
6. I have been living in the Alberni Clayoquot Regional District since _____.
7. During the past ten years, I have worked or volunteered full time for the following employers or institutions located in the Alberni Clayoquot Regional District:

Business or Institution : Dates:

8. No adult resident of the Dwelling Unit or his or her spouse or common law partner owns, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world.

9. 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.

DECLARED BEFORE ME at

)
, British Columbia,

For British Columbia

)
this day of

_____,)

)
)
)
)

_____)
_____)

A Commissioner for taking Affidavits

)

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

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SCHEDULE B TO RENTAL HOUSING AGREEMENT, SECTION 219
COVENANT, RENT CHARGE AND INDEMNITY

STATUTORY
DECLARATION

CANADA
PROVINCE OF BRITISH

COLUMBIA

IN THE MATTER OF A HOUSING AGREEMENT WITH THE DISTRICT OF
UCLUELET ("Housing Agreement")

I, of ERIF Housing Association, British Columbia, do solemnly declare that:

1. I am a Director of ERIF Housing Association, owner and manager of _____ (the Dwelling Units), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling units.
3. For the period from to the units were occupied only by Qualified Affordable Tenants and Qualified Attainable Tenants or other eligible persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons or eligible persons:

Names, addresses and phone numbers of employers:

[Attach copy of Schedule A Declarations]

4. The rent charged each month for the Dwelling Unit is as follows: (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ per month
(b) the rent on the date of this statutory declaration: \$ _____; and
(c) the proposed or actual rent that will be payable on the date that is 90 days after the date of the statutory declaration: \$ _____.

5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.

District of Ucluelet Housing Agreement Bylaw No. 1368, 2024

6. 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.

DECLARED BEFORE ME at

)
, British Columbia,)
)

)
this day of _____)

_____,)
)
A Commissioner for taking Affidavits

)
For British Columbia

)

TERMS OF INSTRUMENT – PART 2
COVENANT (Section 219 Land Title Act)

THIS COVENANT dated for reference the ___ day of _____, 2025 is

BETWEEN:

1. MINATO DEVELOPMENT CORP. Inc No. BC1281485
2842 — 140 Street Surrey BC
V4P 2H9

(the “Grantor”)

AND:

DISTRICT OF UCLUELET
Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “District”)

WHEREAS:

A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 032-135-084
Lot 1 District Lot 286 Clayoquot District Plan EPP129243

(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 or buildings, or the building on land;

C. The Grantor has applied to the District for a rezoning of the Land to permit the development of housing on the Land, and in connection with the Grantor’s application for rezoning the Grantor has offered grant this Covenant to the District;

D. The Grantor wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Grantor’s rezoning application and presented to the District Council and the public in connection with the application;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the Land Title Act, as follows:

Definitions

1. In this Covenant:

- (a) "Development Plan" means the plan attached to this agreement as Schedule A;
- (b) "Housing Agreements" means, collectively, the housing agreements and covenants in the form authorized by the District of Ucluelet Housing Agreement Bylaw No. 1368, 2024, to be registered in respect of housing units under s. 4 of this Agreement;
- (c) "Lot 1" means the area labelled "Lot 1 (Attainable Home Sales)" on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (d) "Lot 2" means the area labelled "Lot 2 (Affordable / Market Rentals)" on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (e) "Administrator" means the District's Chief Administrative Officer; and
- (f) a reference to the Land, as defined in recital "A", includes any lot, block, parcel or other area into which the Land may be subdivided.

Restrictions on Use, Subdivision and Development of the Land

2. The Grantor will not alter, subdivide or develop the Land for any purpose, and neither the District nor its approving officer shall be obliged to approve any alteration, subdivision or development of the Land, until and unless:

- (a) the subdivision creates parcels having boundaries generally in accordance with the Development Plans attached as Schedule A to this agreement;
- (b) the Housing Agreements are registered as a charge on Lots 1 and 2, respectively;
- (c) a covenant prohibiting any further subdivision or strata subdivision of Lot 2 is registered as a charge on the title of Lot 2 for the term of the Housing Agreement;
- (d) a covenant is registered as a charge on the title of Lot 5 prohibiting any alteration, construction or application for building permits until at least 60 attainable ~~or~~ affordable dwelling units have been constructed, with occupancy permits issued, on Lot 1 or Lot 2 or a combination of dwelling units on Lots 1 and 2;
- (e) a covenant is registered on Lot 5 committing the strata bylaws and individual titles to limit the number of dwelling units that may be used for vacation rental uses to 50% of all dwelling units, either in each and every building constructed on Lot 5, or designated as specific buildings not greater than 50% of all dwelling units ~~and to designate which units~~ may be put to vacation rental use;
- (f) a covenant is registered as a charge on the Lands to provide an additional setback for buildings ~~and structures~~ of 1m from the surveyed property boundaries that are on all parcels adjacent to the municipal Park noted as Middle Creek 17b for additional environmental protection;

Commented [JG1]: Permits designation of specific buildings for vacation rental not exceeding 50% of all units, rather than requirement for 50% of every building.

Commented [JG2]: Not structures only buildings, and only where the land is adjacent to the Municipal Park.

- (g) a flood hazard indemnity covenant is registered as a charge on the Lands in the form attached to this agreement as Schedule B.

Amendments to Development Plan

3. The Grantor may request, and the Administrator may, in his or her sole discretion approve, ~~minor~~ deviations from the Development Plan, provided that any such requests or approvals must be made in writing.

4. If the Grantor or Purchaser wishes to construct a bridge in the area to be dedicated as park but marked "License of Occupation Area" the Grantor or Purchaser must first request from the District a license for that purpose, and the District will grant the license. The District may require the Grantor or Purchaser to maintain liability insurance in an amount satisfactory to the Director, acting reasonably, and to indemnify the District against any claims that might be made against the District as a result of the existence or use of the bridge, and provided further that the Grantor or Purchaser agrees to construct and operate the bridge in a manner that causes no disruption or minimal disruption to the public use of and right to pass through the dedicated park.

Formatted: Space Before: 0 pt, Line spacing: single

Discharge

4. If the District does not adopt the bylaw necessary for the rezoning mentioned in recital C by March 31, 2025, this agreement shall be of not further force and effect and the District shall, at the Grantors request, sign a discharge of this Covenant and return it to the Grantor for registration at the Grantor's expense.

Commented [JG3]: This is required to ensure use of the existing bridge which crosses the Park. Construction cannot proceed without it.

Subject to Bylaws

5. This Covenant does not relieve the Grantor in any way from complying with all applicable bylaws of the District or other enactments applicable to the Land.

Inspections

6. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

Amendment

7. This Covenant may be altered or amended only by an agreement in writing signed by the parties.

No Public Law Duty

8. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

No Obligations on District

9. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:

- (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
- (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or

(c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

No Effect on Laws or Powers

10. This Covenant does not,

- (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
- (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
- (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

District's Right to Equitable Relief

11. The Grantor agree that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

Covenant Runs With the Land

12. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the Land Title Act in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

13. The Grantor agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

Waiver

14. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

Notice

15. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

Enurement

16. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

Joint and Several

17. If at any time more than one person (as defined in the Interpretation Act (British Columbia) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

Further Acts

18. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant.

Schedule A – Development Plans

Schedule B – Flood Indemnity Covenant

Priority Agreements



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Schedule B

THIS AGREEMENT made this day of 20 BETWEEN:

(hereinafter called the "Grantor")

OF THE FIRST PART

AND:

(name of Municipality),
having an office at (address)
British Columbia
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

(legal description)
(hereinafter called the "Lands");

AND WHEREAS the Grantor proposes to subdivide the Lands, according to a plan of subdivision completed and certified correct on the day of , 20, by , British Columbia Land Surveyor, a copy of which is attached hereto as Schedule 'A', into the following lots:

(hereinafter called the "Lots");

AND WHEREAS a covenant under section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Approving Officer under section 86 of the Land Title Act;

AND WHEREAS section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee and a municipality that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by

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the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under section 219 of the Land Title Act of the Province of British Columbia as follows

1. The Grantor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lots.
2. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators,

successors and assigns, hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof:

a. No building, manufactured home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located within metres of the natural boundary of (name of watercourse).

b. No area used for habitation, business or storage of goods damageable by floodwaters and no furnace or other fixed equipment damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system is less than metre(s) above the natural boundary of or elevation metres Geodetic Survey of Canada datum or metre(s) above the natural ground elevation taken at the perimeter of the building.

In the case of a manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation.

3. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in paragraph (2) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice, or other debris). The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building, modular home or structure is to be constructed or manufactured home or unit located, or by a combination of both structural elevation and landfill, provided, that no area below the required

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elevation shall be used for the installation of furnaces or other fixed equipment damageable by floodwaters.

4. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots will not be damaged by flooding or erosion and the Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Grantee hereby:

a. agrees to indemnify and to save harmless the Grantee and the Grantee's employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of the Grantee's employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his or her heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots (including existing non-conforming buildings)*, caused by flooding, erosion or some such similar cause; and

* To be inserted where Guideline 4.6 applies

b. does remise, release and forever discharge the Grantee and the Grantee's employees, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his or her heirs, executors, administrators, successors and assigns may have against the Grantee and the Grantee's employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots, caused by flooding, erosion or some such similar cause.

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5. Subject to the provisions of section 219 of the Land Title Act, the Grantor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit and be binding upon the Grantor, his or her heirs, executors, administrators, successors and assigns and the Grantee and its assigns.
6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including his or her heirs, executors, administrators, successors and assigns, or the Lots under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the First Grantee as if this Agreement had not been made by the parties.
7. The Grantor will do or cause to be done at his or her expense all acts reasonably necessary for the First Grantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the First Grantee and those specifically approved in writing by the First Grantee.

- 8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the Land Title Act.
- 9. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 10. a. The Grantor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom he or she proposes to dispose of one of the Lots, which notice shall be received by that person prior to such disposition.

b. For the purposes of this paragraph the word "dispose" shall have the meaning given to it under section 29 of the Interpretation Act, R.S.B.C. 1996, c.238
- 11. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.
- 12. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement

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Schedule B

and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

- 13. This agreement shall be interpreted according to the laws of the Province of British Columbia.
- 14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed by)
in the presence of:)

Witness)

)
)

) Grantor

Address)
)
 Title or Occupation)

The Corporate Seal of)
(Name of Municipality)
 was hereunto affixed in the presence of:) (c/s)
)
)

This is the instrument creating the condition of Covenant pursuant to section 219 of the Land Title Act by the Grantor referred to herein and shown on the Print and Plan annexed hereto as Schedule 'A' and initialled by me.

Approving officer

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Schedule B

(A Consent and Priority Agreement may be required to gain priority for the Section 219 Covenant over financial charges. See below.)

CONSENT AND PRIORITY AGREEMENT
(liens, charges and encumbrances)

WHEREAS (the "Chargeholder") is the holder of a registered in the Land Title Office under No. (the "Charge") encumbering the lands described in the attached Section 219 Covenant (the "Covenant").

- Therefore this Consent and Priority Agreement witnesses that the Chargeholder hereby:
1. approves of, joins in and consents to the registration of the Covenant;
 2. covenants and agrees that the Covenant is binding upon and takes priority over the Charge; and
 3. postpones the Charge and all of its right, title and interest thereunder to the Covenant in the same manner and to the same effect as if the Covenant had been dated, executed and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Consent and Priority Agreement

on the attached Form C.

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PRIORITY AGREEMENT

This Priority Agreement is between Jonathan Mara and Leslie Joan Mara (the "Prior Chargeholders"), being the registered owners and holders of Mortgage No. CA9620859 and Assignment of Rents No. CA9620860 (the "Prior Charges"), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the Land Title Act (British Columbia) to which this Priority Agreement is attached (the "Subsequent Charge"). In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholders and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholders acknowledge, the Prior Chargeholders hereby approve of and consent to the granting of the Subsequent Charge and hereby postpone all of the Prior Chargeholders' rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge. As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholders have executed the General Instrument – Part 1 (Land Title Act - Form C) attached to and forming part of this Priority Agreement.

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PRIORITY AGREEMENT

This This Priority Agreement is between Guardian Angel Consultants Ltd. (the "Prior Chargeholder"), being the registered owner and holder of Mortgage No. CA9883770 and Assignment of Rents No. CA9883771 (the "Prior Charges"), and the District of Ucluelet, being the registered owner and holder of the covenant under section 219 of the Land Title Act (British Columbia) to which this Priority Agreement is attached (the "Subsequent Charge"). In consideration of the sum of ten dollars (\$10.00) now paid to the Prior Chargeholder and other good and valuable consideration, the receipt and sufficiency of which the Prior Chargeholder acknowledges, the Prior Chargeholder hereby approves of and consents to the granting of the Subsequent Charge and hereby postpones all of the Prior Chargeholder's rights under the Prior Charges to the rights of the Municipality under the Subsequent Charge in the same manner and to the same extent as if the Prior Charges had been registered immediately after the Subsequent Charge. As evidence of its agreement to be bound by this Priority Agreement, the Prior Chargeholder has executed the General Instrument – Part 1 (Land Title Act - Form C) attached to and forming part of this Priority Agreement.

END OF DOCUMENT

TERMS OF INSTRUMENT – PART 2
COVENANT (Section 219 Land Title Act)

THIS COVENANT dated for reference the ___ day of _____, 2025 is

BETWEEN:

1. MINATO DEVELOPMENT CORP. Inc No. BC1281485
2842 — 140 Street Surrey BC
V4P 2H9

(the “Grantor”)

AND:

DISTRICT OF UCLUELET
Box 999
200 Main Street
Ucluelet BC V0R 3A0

(the “District”)

WHEREAS:

- A. The Grantor is the registered owner of land located at 221 Minato Road in Ucluelet, British Columbia and more particularly described as:

PID: 032-135-084
Lot 1 District Lot 286 Clayoquot District Plan EPP129243

(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 or buildings, or the building on land;
- C. The Grantor has applied to the District for a rezoning of the Land to permit the development of housing on the Land, and in connection with the Grantor’s application for rezoning the Grantor has offered grant this Covenant to the District;
- D. The Grantor wishes to grant this Covenant to the District to confirm it will not subdivide or develop the Land except generally in accordance with the development plan prepared in conjunction with the Grantor’s rezoning application and presented to the District Council and the public in connection with the application;

THIS COVENANT is evidence that in consideration of the payment of TWO DOLLARS (\$2.00) by the District to the Grantor, and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by the parties), the Grantor covenants and agrees with the District, in accordance with section 219 of the Land Title Act, as follows:

Definitions

1. In this Covenant:

Appendix K

- (a) “Development Plan” means the plan attached to this agreement as Schedule A;
- (b) “Housing Agreements” means, collectively, the housing agreements and covenants in the form authorized by the District of Ucluelet Housing Agreement Bylaw No. 1368, 2024, to be registered in respect of housing units under s. 4 of this Agreement;
- (c) “Lot 1” means the area labelled “Lot 1 (Attainable Home Sales)” on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (d) “Lot 2” means the area labelled “Lot 2 (Affordable / Market Rentals)” on the Development Plan, and includes a separate legal parcel created by subdivision of the Land and having boundaries generally in accordance with that area;
- (e) “Administrator” means the District’s Chief Administrative Officer; and
- (f) a reference to the Land, as defined in recital “A”, includes any lot, block, parcel or other area into which the Land may be subdivided.

Restrictions on Use, Subdivision and Development of the Land

2. The Grantor will not alter, subdivide or develop the Land for any purpose, and neither the District nor its approving officer shall be obliged to approve any alteration, subdivision or development of the Land, until and unless:

- (a) the subdivision creates parcels having boundaries generally in accordance with the Development Plans attached as Schedule A to this agreement;
- (b) the Housing Agreements are registered as a charge on Lots 1 and 2, respectively;
- (c) a covenant prohibiting any further subdivision or strata subdivision of Lot 2 is registered as a charge on the title of Lot 2 for the term of the Housing Agreement;
- (d) a covenant is registered as a charge on the title of Lot 5 prohibiting any alteration, construction or application for building permits until at least 60 attainable or affordable dwelling units have been constructed, with occupancy permits issued, on Lot 1 or Lot 2 or a combination of dwelling units on Lots 1 and 2;
- (e) a covenant is registered on Lot 5 committing the strata bylaws and individual titles to limit the number of dwelling units that may be used for vacation rental uses to 50% of all dwelling units, either in each and every building constructed on Lot 5, or designated as specific buildings not greater than 50% of all dwelling units may be put to vacation rental use;
- (f) a covenant is registered as a charge on the Lands to provide an additional setback for buildings of 1m from the surveyed property boundaries that are adjacent to the municipal Park noted as Middle Creek 17b for additional environmental protection;
- (g) a flood hazard indemnity covenant is registered as a charge on the Lands in the form attached to this agreement as Schedule B.

Appendix K

3. The Grantor may request, and the Administrator may, in his or her sole discretion approve, deviations from the Development Plan, provided that any such requests or approvals must be made in writing.
4. If the Grantor or Purchaser wishes to construct a bridge in the area to be dedicated as park but marked "License of Occupation Area" the Grantor or Purchaser must first request from the District a license for that purpose, and the District will grant the license. The District may require the Grantor or Purchaser to maintain liability insurance in an amount satisfactory to the Director, acting reasonably, and to indemnify the District against any claims that might be made against the District as a result of the existence or use of the bridge, and provided further that the Grantor or Purchaser agrees to construct and operate the bridge in a manner that causes no disruption or minimal disruption to the public use of and right to pass through the dedicated park.

Discharge

4. If the District does not adopt the bylaw necessary for the rezoning mentioned in recital C by March 31, 2025, this agreement shall be of not further force and effect and the District shall, at the Grantors request, sign a discharge of this Covenant and return it to the Grantor for registration at the Grantor's expense.

Subject to Bylaws

5. This Covenant does not relieve the Grantor in any way from complying with all applicable bylaws of the District or other enactments applicable to the Land.

Inspections

6. The District and any of its officers and employees may enter on the Land at all reasonable times, to inspect the Land for the purpose of ascertaining compliance with this Covenant.

Amendment

7. This Covenant may be altered or amended only by an agreement in writing signed by the parties.

No Public Law Duty

8. Whenever in this Covenant the District is required or entitled to exercise any discretion in the granting of consent or approval, or is entitled to make any determination, take any action or exercise any contractual right or remedy, the District may do so in accordance with the contractual provisions of this Covenant only and will not be bound by any public law duty, whether arising from the principles of procedural fairness or the rules of natural justice or otherwise.

No Obligations on District

9. The rights given to the District by this Covenant are permissive only and nothing in this Covenant:
 - (a) imposes any duty of care or other legal duty of any kind on the District to the Grantor or to anyone else;
 - (b) obliges the District to enforce this Covenant, which is a policy matter within the sole discretion of the District; or

- (c) obliges the District to perform any act, or to incur any expense for any of the purposes set out in this Covenant.

No Effect on Laws or Powers

10. This Covenant does not,

- (a) affect or limit the discretion, rights or powers of the District under any enactment or at common law, including in relation to the use or subdivision of the Land;
- (b) affect or limit any law or enactment relating to the use or subdivision of the Land; or
- (c) relieve the Grantor from complying with any law or enactment, including in relation to the use or subdivision of the Land.

District's Right to Equitable Relief

11. The Grantor agree that the District is entitled to obtain an order for specific performance or a prohibitory or mandatory injunction in respect of any breach by the Grantor of this Covenant.

Covenant Runs With the Land

12. Every obligation and covenant of the Grantor in this Covenant constitutes both a contractual obligation and a covenant granted under section 219 of the Land Title Act in respect of the Land and this Covenant burdens the Land and runs with it and binds the successors in title to the Land. For certainty, unless expressly stated otherwise, the term "Grantor" refers to the current and each future owner of the Land. This Covenant burdens and charges all of the Land and any parcel into which it is subdivided by any means and any parcel into which the Land is consolidated.

Registration

13. The Grantor agrees to do everything necessary, at the Grantor's expense, to ensure that this Covenant is registered against title to the Land with priority over all financial charges, liens and encumbrances registered, or the registration of which is pending, at the time of application for registration of this Covenant.

Waiver

14. An alleged waiver by the District of any breach of this Covenant by the Grantor is effective only if it is an express waiver in writing of the breach in respect of which the waiver is asserted. A waiver by the District of a breach by the Grantor of this Covenant does not operate as a waiver of any other breach of this Covenant.

Notice

15. Any notice to be given pursuant to this Covenant must be in writing and must be delivered personally or sent by prepaid mail. The addresses of the parties for the purpose of notice are the addresses on the first page of this Covenant and in the case of any subsequent owner, the address will be the address shown on the title to the Land in the Land Title Office.

If notice is delivered personally, it may be left at the relevant address in the same manner as ordinary mail is left by Canada Post and is to be deemed given when delivered. If notice is sent by mail, it is to be deemed given 3 days after mailing by deposit at a Canada Post mailing point or office. In the case of any strike or other event causing disruption of ordinary Canada Post operations, a party giving notice for the purposes of this Covenant must do so by delivery as provided in this section.

Either party may at any time give notice in writing to the other of any change of address and from and after the receipt of notice the new address is deemed to be the address of such party for giving notice.

Enurement

16. This Covenant binds the parties to it and their respective corporate successors, heirs, executors, administrators and personal representatives.

Joint and Several

17. If at any time more than one person (as defined in the Interpretation Act (British Columbia)) owns the Land, each of those persons will be jointly and severally liable for all of the obligations of the Grantor under this Covenant.

Further Acts

18. The Grantor must do everything reasonably necessary to give effect to the intent of this Covenant, including execution of further instruments.

As evidence of their agreement to be bound by the terms of this instrument, the parties hereto have executed the Land Title Office Form C which is attached hereto and forms part of this Covenant.

Schedule A – Development Plans

Schedule B – Flood Indemnity Covenant

Priority Agreements

(name of Municipality),
having an office at (address)
British Columbia
(hereinafter called the "Grantee")

OF THE SECOND PART

WHEREAS the Grantor is the registered owner in fee simple of the following lands in the Province of British Columbia, more particularly known and described as:

(legal description)
(hereinafter called the "Lands");

AND WHEREAS the Grantor proposes to subdivide the Lands, according to a plan of subdivision completed and certified correct on the day of , 20, by , British Columbia Land Surveyor, a copy of which is attached hereto as Schedule 'A', into the following lots:

(hereinafter called the "Lots");

AND WHEREAS a covenant under section 219 of the Land Title Act is required as a condition of the consent to approval of the subdivision of the Lands by the Approving Officer under section 86 of the Land Title Act;

AND WHEREAS section 219 of the Land Title Act provides that there may be registered as a charge against the title to any land a covenant in favour of the Grantee and a municipality that land is to be used in a particular manner or that land is not to be subdivided except in accordance with the covenant;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of ONE (\$1.00) DOLLAR of lawful money of Canada and other good valuable consideration paid by

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Schedule B

the Grantee to the Grantor, the receipt of which is hereby acknowledged, the Grantor does hereby covenant and agree with the Grantee under section 219 of the Land Title Act of the Province of British Columbia as follows

1. The Grantor is aware of and, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, hereby acknowledges that there is a potential flood danger to the Lots.
2. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators,

successors and assigns, hereby covenants and agrees with the Grantee, as a covenant in favour of the Grantee pursuant to section 219 of the Land Title Act, it being the intention and agreement of the Grantor that the provisions hereof be annexed to and run with and be a charge upon the Lots, that from and after the date hereof:

- a. No building, manufactured home or unit, modular home or structure shall be constructed, reconstructed, moved, extended or located within metres of the natural boundary of (name of watercourse).
- b. No area used for habitation, business or storage of goods damageable by floodwaters and no furnace or other fixed equipment damageable by floodwaters shall be located within any building, modular home or structure at an elevation such that the underside of the floor system is less than metre(s) above the natural boundary of or elevation metres Geodetic Survey of Canada datum or metre(s) above the natural ground elevation taken at the perimeter of the building.

In the case of a manufactured home or unit, the ground level or top of concrete or asphalt pad on which it is located shall be no lower than the above described elevation.

3. Where landfill is used to raise the natural ground elevation, the toe of the landfill slope shall be no closer to the natural boundary than the setback requirement given in paragraph (2) above. The face of the landfill slope shall be adequately protected against erosion from flood flows (wave action, ice, or other debris). The required elevation may be achieved by structural elevation of the said habitable, business, or storage area or by adequately compacted landfill on which any building, modular home or structure is to be constructed or manufactured home or unit located, or by a combination of both structural elevation and landfill, provided, that no area below the required

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Schedule B

elevation shall be used for the installation of furnaces or other fixed equipment damageable by floodwaters.

4. The Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, acknowledges that the Grantee does not represent to the Grantor, nor to any other person that any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots will not be damaged by flooding or erosion and the Grantor, on behalf of himself or herself and his or her heirs, executors, administrators, successors and assigns, with full knowledge of the potential flood or erosion danger and in consideration of the approvals given by the Grantee hereby:

a. agrees to indemnify and to save harmless the Grantee and the Grantee's employees, servants or agents from all loss, damage, costs, actions, suits, debts, accounts, claims and demands which the Grantee or any of the Grantee's employees, servants or agents, may suffer or incur or be put to arising out of or in connection with any breach of any covenant or agreement on the part of the Grantor or his or her heirs, executors, administrators, successors and assigns contained in this Agreement or arising out of or in connection with any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots (including existing non-conforming buildings)*, caused by flooding, erosion or some such similar cause; and

* To be inserted where Guideline 4.6 applies

b. does remise, release and forever discharge the Grantee and the Grantee's employees, servants or agents from all manner of actions, causes of action, suits, debts, accounts, covenants, contracts, claims and demands which the Grantor or any of his or her heirs, executors, administrators, successors and assigns may have against the Grantee and the Grantee's employees, servants or agents for and by reason of any personal injury, death or loss or damage to the Lots, or to any building, modular home, manufactured home or unit, improvement, chattel or other structure, including the contents of any of them, built, constructed or placed on the Lots, caused by flooding, erosion or some such similar cause.

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Schedule B

5. Subject to the provisions of section 219 of the Land Title Act, the Grantor's covenants contained in this Agreement shall burden and run with the Lots and shall enure to the benefit and be binding upon the Grantor, his or her heirs, executors, administrators, successors and assigns and the Grantee and its assigns.
6. Nothing in this Agreement shall prejudice or affect the rights, powers and remedies of the Grantee in relation to the Grantor, including his or her heirs, executors, administrators, successors and assigns, or the Lots under any law, bylaw, order or regulation or in equity, all of which rights, powers and remedies may be fully and effectively exercised by the First Grantee as if this Agreement had not been made by the parties.
7. The Grantor will do or cause to be done at his or her expense all acts reasonably necessary for the First Grantee to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lots save and except those in favour of the First Grantee and those specifically approved in writing by the First Grantee.

- 8. The parties agree that this Agreement shall not be modified or discharged except in accordance with the provisions of section 219(9) of the Land Title Act.

- 9. The Grantor shall do or cause to be done all things and execute or cause to be executed all documents and give such further and other assurance which may be reasonably necessary to give proper effect to the intent of this Agreement.

- 10. a. The Grantor or any of his or her heirs, executors, administrators and assigns, as the case may be, shall give written notice of this Agreement to any person to whom he or she proposes to dispose of one of the Lots, which notice shall be received by that person prior to such disposition.

- b. For the purposes of this paragraph the word "dispose" shall have the meaning given to it under section 29 of the Interpretation Act, R.S.B.C. 1996, c.238

- 11. Wherever the singular or masculine or neuter is used herein, the same shall be construed as including the plural, feminine, body corporate or politic unless the context requires otherwise.

- 12. If any section or any part of this Agreement is found to be illegal or unenforceable, then such sections or parts shall be considered to be separate and severable from this Agreement

Schedule B

and the remaining sections or parts of this Agreement, as the case may be, shall be unaffected thereby and shall remain and be enforceable to the fullest extent permitted by law as though the illegal or unenforceable parts or sections had never been included in this Agreement.

- 13. This agreement shall be interpreted according to the laws of the Province of British Columbia.

- 14. Where there is a reference to an enactment of the Province of British Columbia in this agreement, that reference shall include a reference to any subsequent enactment of the Province of British Columbia of like effect, and unless the context otherwise requires, all statutes referred to herein are enactments of the Province of British Columbia.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

Signed by)
in the presence of:)

)
)

Witness)

) Grantor

Address)
)
)
)
Title or Occupation)

The Corporate Seal of)
(Name of Municipality)

) was hereunto affixed in the presence of:) (c/s)
)
)

This is the instrument creating the condition of Covenant pursuant to section 219 of the Land Title Act by the Grantor referred to herein and shown on the Print and Plan annexed hereto as Schedule 'A' and initialled by me.

Approving officer

Schedule B

(A Consent and Priority Agreement may be required to gain priority for the Section 219 Covenant over financial charges. See below.)

CONSENT AND PRIORITY AGREEMENT
(liens, charges and encumbrances)

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END OF DOCUMENT