

**SECTION 219 LAND TITLE ACT RSBC 1996 c.250**

**RESTRICTIVE COVENANT**

THIS AGREEMENT IS MADE THIS                      DAY OF                      2016

BETWEEN:

**MUSQUEAM BLOCK F LAND LTD. Inc. No. 0817948**  
(the "Owner")

AND:

**HER MAJESTY THE QUEEN IN THE RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA**  
(the "Crown")

**WHEREAS:**

- A. The Owner is the owner in fee simple of lands situated on the University Endowment Lands and legally described as:

Parcel Identifier 013-763-938  
Block F District, Lot 140, Group 1, New Westminster District  
("Block F")

and has applied to the Crown to amend the University Endowment Lands, Land Use, Building and Community Administration Bylaw (the "Bylaw") in order to permit Block F to be subdivided (the "Subdivision") and developed and built upon for commercial, institutional and multi-family residential development having no more than 115,821 square metres of built floor area (the "Development");

- B. The Crown is willing to amend the Bylaw to permit the Subdivision and the Development provided that the Development includes certain community amenities including a child day care facility; a community centre open to the general public; provision of affordable housing for moderate income working households, pursuant to a Housing Agreement; park areas; and a comprehensive public trail system (collectively the "Amenities") on Block F;
- C. The Crown and the Owner agree that the Development should proceed on Block F in phases and in a sequence and in time with the provision by the Owner of public works and services and of each of the aAmenities designed to serve the public interest;
- D. The Crown requires and the Owner agrees to grant this Restrictive Covenant so that the Crown may control the sequence and timing of the Development and ensure the provision of the Amenities on Block F as required by the Crown.

## 1. DEFINITIONS

- a) **Affordable Housing:** means a mixed use development in which the ground floor is commercial and Floors 2,3,4 and 5 are residential rental units constructed by the Owner pursuant to a Housing Agreement entered into by the Owner and the Crown pursuant to Section 12 (2) of the *University Endowment Land Act* RSBC 1996 c.469 ensuring that all of the said residential rental units will be provided to moderate income working households applying BC Housing's (British Columbia Housing Management Commission's) Housing Income Limits for the planning area of Vancouver;
- b) **Block F Design Guidelines:** means those design guidelines applicable to Block F as set out in Appendix 5 of the University Endowment Lands Land Use, Building and Community Administration Bylaw;
- c) **Child Day Care Facility:** means a child day care licensed pursuant to the British Columbia Child Care Licensing Regulation BC Reg.332/2007 accommodating a minimum of 40 children in a building or portion of a building having no less than 372 square metres and no more than 465 square metres for the exclusive use of a child day care facility;
- d) **Community Centre:** means a building open to the general public for community social and recreational purposes and having the features, and constructed and finished to the standards, set out on Schedule "F" to this Restrictive Covenant;
- e) **Community Green:** means that area of Block F designated as such on Schedule "A" to this Restrictive Covenant;
- f) **Community Park:** means all areas of land on Block F shown marked as "Park" on Schedule "A" which are to be dedicated as park by subdivision plan deposited in the Vancouver New Westminster Land Title Office;
- g) **Housing Agreement:** means the housing agreement in the form attached as Schedule "E";
- h) **Manager:** means the Crown's Manager of the University Endowment Lands pursuant to the *University Endowment Land Act* RSBC 1996 c.469;
- i) **Substantial Completion:** means that point in the construction of any building or structure when (a) the primary architect has certified in writing that the building or structure is sufficiently complete for safe occupation and use for its intended purpose, and (b) the Manager and the University Endowment Land Fire Chief have concurred with the primary architect that the building or structure is sufficiently complete for safe occupation and use for its intended purpose;
- j) **University Endowment Land:** means those lands defined as such in section 1 of the *University Endowment Land Act* RSBC 1996 c.469;
- k) **Trails:** means all those trails open to public use on Block F shown and delineated in heavy

black on the dimensioned plan annexed as Schedule "D";

- l) **Wetlands:** means that area of Block F designated as such on Schedule "A";
- m) **Works and Services:** means all the public works and services pursuant to the W&S Bylaw required to be provided upon subdivision of Block F and on Development of the parcels into which Block F is subdivided;
- n) **W&S Bylaw:** means the UEL Works and Services Bylaw 2016.

## **2. BLOCK F SUBDIVISION**

- a) Block F must not be subdivided:
  - i) except pursuant to and in accordance with the W&S Bylaw and if subdivided in phases, each phase must comply with the W&S Bylaw as a separate subdivision; and
  - ii) in phases unless each phase is subdivided substantially in accordance with the dimensioned configuration of the sixteen parcels as shown on the layout plan annexed to this Restrictive Covenant as Schedule "A" (including the Wetlands and the Community Green) each having the respective dimensions and areas as shown on Schedule "A"; and
  - iii) unless the first subdivision of Block F includes a dedication of the park lands as shown on Schedule "A" as "Park" and of the highways shown on Schedule "A" as "Road A" and "Road B"; and
  - iv) unless (a) the first subdivision of Block F creates a lot that conforms to Lot A as shown on Schedule "A", (b) a Housing Agreement in the form of Schedule "E" is entered into by the Owner, (c) a notice of that Housing Agreement is filed on the title raised under the Land Title Act to such Lot A, and (d) the covenants that comply with section 219 of the Land Title Act that are contained in the Housing Agreement are registered under section 219 of the Land Title Act against title to such Lot A in priority to all other charges and encumbrances except those in favour of the Crown.

## **3. DEVELOPMENT OF BLOCK F**

- a) Subject to section 3(b) hereof:
  - i) the Owner may proceed with the Development of Block F in phases, provided that the first phase must (a) consist of the development of Lots A, B, C1, C2, and D ("Phase 1"); (b) proceed to completion in a manner that complies in full with all of the sequence and timing requirements as set out in Schedule "B" that are identified as prerequisites to development of Phase 1;
  - ii) the Owner may proceed with subsequent phases of the Development after Substantial Completion of all buildings and structures in Phase 1 or concurrently therewith, in any sequence, and is not limited to the sequence set out in Schedule "B", provided that (a)

the prerequisite sequence and timing requirements set out in Schedule “B” are completed in full as part of the Development of such phase, (b) the Manager is satisfied, acting reasonably, that all prerequisite sequence and timing requirements applicable to all preceding phases of the Development set out in Schedule “B” have also been completed in full, and (c) no building or structure in Phase 2, 3, and 4 may be used or occupied until all buildings and structures in Phase 1 are Substantially Complete;

- iii) the Development in all its phases shall comply strictly with the “CD-2: Comprehensive District” in the University Endowment Lands Land Use, Building, and Community Administration Bylaw and with the W&S Bylaw; and
- iv) wherever the “University Endowment Lands Land Use, Building and Administration Bylaw” permits “Purpose Built Rental Housing” within the “CD-2: Comprehensive District” described in that bylaw, no building sheltering such use shall be subdivided by strata plan.

b) No construction of any building or structure may be commenced:

- i) unless at the time of building permit application, a certified statement from the primary architect has been submitted to the Manager stating that in his or her opinion the building for which the building permit application is made is designed to LEED Gold standards;
- ii) until the Owner at the Owner’s cost has provided to the Manager an acoustic report prepared by a qualified acoustic professional recommending site specific noise mitigation measures in respect of both living and amenity spaces in the building as well as adjacent buildings including, as appropriate, both active and passive measures;
- iii) unless a qualified acoustic professional certifies that the plans submitted as part of a building permit application include the site specific noise mitigation measures recommended in the acoustic report provided to the Manager pursuant to section 3(b)(ii) hereof; and
- iv) unless the Owner has obtained a building permit from the Manager and has registered a statutory right of way plan of all of the Trails on the parcel for which the building permit has been issued, and has executed and has granted a statutory right of way restrictive covenant and rent charge in the form annexed as Schedule “C” over the area described on the aforementioned statutory right of way plan.

#### **4. COMPLIANCE WITH BYLAWS**

The Owner agrees that Block F must not be subdivided or developed except in accordance with this Restrictive Covenant, including Schedule “C” (the Trail Statutory Right of Way, Restrictive Covenant and Rent Charge), and in accordance with any Housing Agreement, and all bylaws applicable to the University Endowment Lands.



## **5. SUBSTANTIAL COMPLETION**

- a) Prior to Substantial Completion of any residential building or structure on Block F, the Manager must be satisfied, acting reasonably:
  - i) that the disclosure statement required to be provided to prospective purchasers pursuant to section 14 of the *Real Estate Marketing Act* SBC.2004 c.41 in respect of such building discloses to prospective purchasers whether the building is located in or adjacent to an “activity area”, an “intermediate activity area” or a “quiet area” as those designations are described in the “Block F Design Guidelines”; and
  - ii) that the architect referred to in section 3(b)(i) has submitted an application for LEED Gold certification to the Canadian Green Building Council

## **6. SEVERANCE**

If this Restrictive Covenant or any part of it is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, that part is to be considered to have been severed from this Covenant and the remainder of the Covenant remains in force and binding on the Owner.

## **7. COVENANTS RUN WITH THE LAND**

Every agreement and covenant of the Owner herein constitutes both a contractual term and a covenant running with and burdening Block F and is binding on all of the Owner’s successors in title to Block F, and every portion thereof. The Crown agrees that neither the Owner nor successors in title to lands in Block F or any part thereof shall be liable for breaches of this Restrictive Covenant occurring after ceasing to be the registered owner of Block F or of that part, but the Owner and its successors in title shall remain liable after ceasing to be the registered owner of all or a part of Block F for all breaches of the covenants herein as the same relate to the whole or such part that occurred prior to the Owner or any successor in title as the case may be, ceasing to be the registered owner of the whole or such part of Block F.

## **8. INDEMNITY**

The Owner hereby covenants and agrees to indemnify and save harmless the Crown, its elected and appointed officers, employees and agents from and against any and all claims, actions, causes of action, liabilities, demands, losses, damages, costs, expenses, fines and penalties brought against, suffered, made or incurred by the Owner arising from the existence, granting or enforcement of this Restrictive Covenant; provided that that this indemnity shall not apply if and to the extent that such claims are caused by the negligence of the Crown, its officers, employees or agents or those for whom the Crown is at law responsible in the course of their employment by the Crown.

## **9. NO EFFECT ON LAWS OR POWERS**

a) This Agreement does not:

- i) affect or limit the discretion, rights duties or powers of the Crown under any enactment or at common-law in relation to the Subdivision, the Development or uses made of Block F;
- ii) impose on the Crown any legal duty or obligation, or contractual or other duty including a duty to enforce this Restrictive Covenant;
- iii) relieve the Owner from complying with any enactment, including one relating to the use, development or subdivision of land.

## **10. FURTHER ACTS**

The Owner must do everything reasonably necessary to give effect to the intent of this Agreement, including execution and delivery of further instruments as may be reasonably requested by the Crown.

## **11. WAIVER**

The waiver of a breach of this Restrictive Covenant must be in writing and must state expressly which provision is waived. A waiver of any one breach of this Restrictive Covenant does not operate as a waiver of any other breach of this Restrictive Covenant.

## **12. AMENDMENT**

Any amendment to this Restrictive Covenant including any discharge in whole or in part, must be in writing.

As evidence of the Owner's agreement to make the covenants herein and to be bound by the terms hereof, the Owner has executed PART 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

## **SCHEDULES**

**Schedule “A”** is a dimensioned layout plan of the 16 parcels showing areas as well as dimensions and also showing the Parks and highways to be dedicated by Subdivision Plan

**Schedule “B”** Sequence and Timing Conditions for Development of Block F

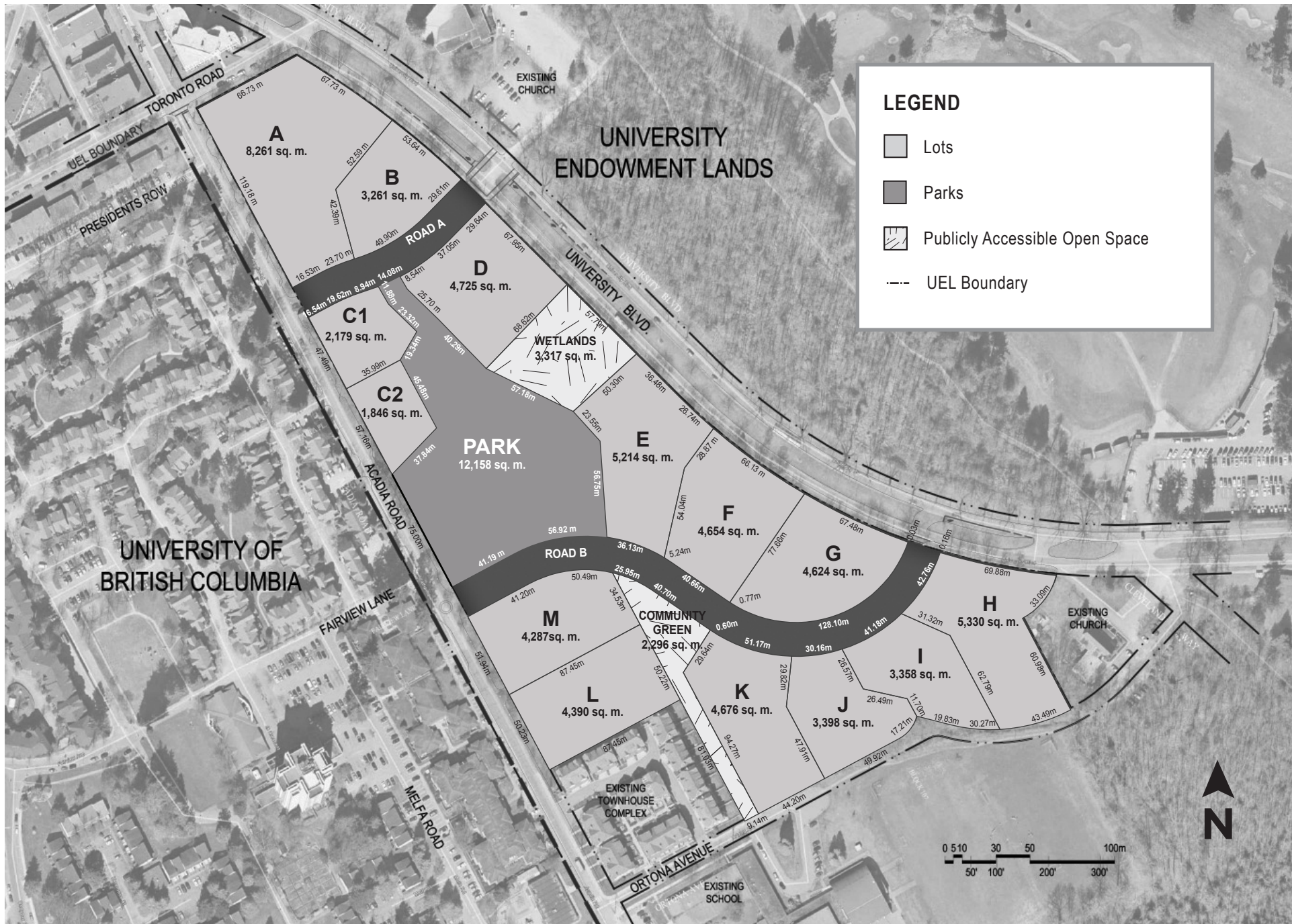
**Schedule “C”** Trail SRW Restrictive Covenant and Rent Charge (“The Trail Right of Way”)

**Schedule “D”** is a dimensioned sketch plan of the proposed trail system highlighting in heavy black the Trails to be surveyed and subject to “The Trail Right of Way”

**Schedule “E”** Housing Agreement and Restrictive Covenants therein

**Schedule “F”** University Endowment Lands Community Centre Statement of Design Requirements

**SCHEDULE A  
BLOCK F LOT PLAN**



**SCHEDULE B  
SEQUENCE AND TIMING CONDITIONS  
FOR DEVELOPMENT OF BLOCK F**

## **SEQUENCE AND TIMING CONDITIONS FOR DEVELOPMENT OF BLOCK F**

The Development of the subdivided lots on Block F Lands, as identified on Schedule "A", shall occur in accordance with the requirements of section 3 of the Restrictive Covenant Agreement to which this Schedule "B" is attached, and the W&S Bylaw and a W&S Agreement thereunder for each phase listed herein, with the completion of each phase and subsequent commencement of another phase subject to the sequence and timing requirements of any previous phase having been fully complied with, to the satisfaction of the Manager pursuant to the University Endowment Land Act:

### **1. Phase 1: Lots A, B, C1, C2 and D**

- 1.1 Prior to the issuance of the first Building Permit on Lots A, B, C1, C2 or D, and in accordance with the W&S Bylaw and Design Guidelines, the Owner must provide to the Manager an up-to-date detailed design, complete with an erosion and sediment control plan and construction traffic management plan, for:
- a. the servicing for Lots A, B, C1, C2 and D including connections for sanitary sewer, storm sewer including the Wetland, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy).
  - b. the upgrade of approximately 486 metres of the existing 200mm diameter sanitary sewer on Acadia Road, between Wycliffe and McMaster Road, to 250mm.
  - c. the upgrade of approximately 73 metres of the existing 150mm diameter sanitary sewer on Acadia Road, downstream of the Block F development connection, to 250mm.
  - d. the reconstruction of Acadia Road from Toronto Road to Ortona Road to a full road standard, including:
    - i. road sub-base as required;
    - ii. road base as required;
    - iii. asphalt, street markings and signs;
    - iv. concrete curb and gutter (both sides);
    - v. sidewalks (UBC side) and multi-use path (Block F side);
    - vi. curb let-downs and pedestrian crossings;
    - vii. boulevards with landscaping (Block F side);
    - viii. street lighting and bases for parking meters or pay stations at the Manager's discretion;

- ix. access to driveways;
  - x. bump-outs with rain gardens; and
  - xi. temporary drainage channel to convey drainage from the south end of Acadia Road to the Wetlands.
- e. the gravity sanitary sewer along Acadia Road from Toronto Road to south of Road B.
  - f. the water main along Acadia Road from Toronto Road to south of Road B.
  - g. the reconstruction of Toronto Road from Acadia Road to University Boulevard to a full road standard, including:
    - i. road sub-base as required;
    - ii. road base as required;
    - iii. asphalt, street markings and signs;
    - iv. concrete curb and gutter (Block F side);
    - v. sidewalks (Block F side);
    - vi. boulevard with landscaping (Block F side);
    - vii. street lighting (Block F side); and
    - viii. access to driveways (Block F side).
  - h. upgrade of University Boulevard from Toronto Road to the southerly most lot line of the Wetlands generally as described in the Block F Design Guidelines and in accordance with the W&S Bylaw, including:
    - i. concrete curb and gutter (Block F side) as required;
    - ii. boulevard (Block F side);
    - iii. continuity of existing on-street bike path (Block F side);
    - iv. lighting (Block F side);
    - v. upgrade culvert crossing from 300 mm to 675 mm and reinforce its outfall north of University Boulevard;
    - vi. signalized intersection at Road A;
    - vii. left turn bays on University Boulevard at Road A and Toronto Road;
    - viii. covered bus shelter with seating;



- ix. seating areas;
  - x. bridges and boardwalks;
  - xi. naturalized water features including rainwater swales;
  - xii. University Boulevard Trail (primary and secondary);
  - xiii. trail heads; and
  - xiv. road markings and signage.
- i. Road A from University Boulevard to Acadia Road to a full road standard, including:
    - i. road sub-base;
    - ii. road base;
    - iii. asphalt, street markings and signs;
    - iv. concrete curb and gutter (both sides);
    - v. sidewalks (both sides);
    - vi. boulevards with landscaping;
    - vii. street lighting;
    - viii. access to driveways;
    - ix. pedestrian crossings and raised crosswalks;
    - x. sanitary sewer;
    - xi. water main;
    - xii. storm sewer;
    - xiii. bases for parking meters or pay stations at the Manager's discretion; and
    - xiv. bump-outs with rain gardens.
  - j. the oil-grit separators upstream of the constructed Wetlands.
  - k. the downstream upgrades of the two trail crossings of the Salish stream channel within Pacific Spirit Park consistent with the proportional impact of the development as defined by a qualified professional and agreed to by the Greater Vancouver Regional District.
- 1.2 Prior to Substantial Completion of all buildings and structures on Lots A, B, C1, C2 or D, and in accordance with the W&S Bylaw the Owner shall construct:

- a. the servicing for Lots A, B, C1, C2 and D including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy).
- b. approximately 486 metres of 250 mm diameter sanitary sewer on Acadia Road, between Wycliffe and McMaster Road.
- c. approximately 73 metres of 250 mm diameter sanitary sewer on Acadia Road, downstream of the Block F development.
- d. Acadia Road from Toronto Road to Ortona Road to a full road standard, including:
  - i. road sub-base as required;
  - ii. road base as required;
  - iii. asphalt, street markings and signs;
  - iv. concrete curb and gutter (both sides);
  - v. sidewalks (UBC side) and multi-use path (Block F side);
  - vi. curb let-downs and pedestrian crossings;
  - vii. boulevards with landscaping Block F side;
  - viii. street lighting and bases for parking meters or pay stations at the Manager's discretion;
  - ix. access to driveways;
  - x. bump-outs with rain gardens; and
  - xi. temporary drainage channel to convey drainage from the south end of Acadia Road to the Wetlands.

The University Endowment Lands will contribute 50 percent of the cost of constructing Acadia Road from the south property line of Lot L to Ortona Road.

- e. the gravity sanitary sewer along Acadia Road from Toronto Road to south of Road B.
- f. the water main along Acadia Road from Toronto Road to south of Road B; complete with an erosion and sediment control plan and construction traffic management plan.
- g. Toronto Road from Acadia Road to University Boulevard to a full road standard, including:
  - i. road sub-base as required;

- ii. road base as required;
  - iii. asphalt, street markings and signs;
  - iv. concrete curb and gutter (Block F side);
  - v. sidewalks (Block F side);
  - vi. boulevard with landscaping (Block F side);
  - vii. street lighting (Block F side); and
  - viii. access to driveways (Block F side).
- h. the upgrades to University Boulevard from Toronto Road to the southerly most lot line of the Wetlands generally as described in the Block F Design Guidelines and in accordance with the University Endowment Lands Works and Services Bylaw, including:
- i. concrete curb and gutter (Block F side) as required;
  - ii. boulevard (Block F side);
  - iii. continuity of existing on-street bike path (Block F side);
  - iv. lighting (Block F side);
  - v. upgrade culvert crossing from 300 mm to 675 mm and reinforce its outfall north of University Boulevard;
  - vi. signalized intersection at Road A;
  - vii. left turn bays on University Boulevard at Road A and Toronto Road;
  - viii. covered bus shelter with seating;
  - ix. seating areas;
  - x. bridges and boardwalks;
  - xi. naturalized water features including rainwater swales;
  - xii. University Boulevard Trail (primary and secondary);
  - xiii. trail heads; and
  - xiv. road markings and signage.
- i. Road A from University Boulevard to Acadia Road to a full road standard, including:
- i. road sub-base;

- ii. road base;
  - iii. asphalt, street markings and signs;
  - iv. concrete curb and gutter (both sides);
  - v. sidewalks (both sides);
  - vi. boulevards with landscaping;
  - vii. street lighting;
  - viii. access to driveways;
  - ix. pedestrian crossings and raised crosswalks;
  - x. sanitary sewer;
  - xi. water main;
  - xii. storm sewer;
  - xiii. bases for parking meters or pay stations at the Manager's discretion; and
  - xiv. bump-outs with rain gardens.
- j. the oil-grit separators upstream of the constructed Wetlands.
  - k. the downstream upgrades of the two trail crossings of the Salish stream channel within Pacific Spirit Park.
- 1.3 Prior to the issuance of the first Building Permit on Lots A, B, C1, C2 or D the Owner must:
- a. design, complete with a construction management plan and erosion and sediment control plan, the Community Park, as generally described in the Block F Design Guidelines and to the satisfaction of the Manager, including:
    - i. community lawn/flexible open space;
    - ii. play fields;
    - iii. picnic area;
    - iv. playgrounds;
    - v. hard court;
    - vi. nature play areas;
    - vii. Sword Fern Trail/Iva Mann Trail;

- viii. Fairview Trail;
    - ix. nature trails; and
    - x. trail heads.
  - b. provide a Statutory Right of Way for the Wetlands, as generally outlined and located on Schedule "C", and then construct the storage capacity of the Wetlands so that it can perform the required stormwater management functions to the standards in the W&S Bylaw.
- 1.4 Prior to the Substantial Completion of the construction on Lots A, B, and D the Owner must:
- a. start construction on the Community Park, as generally described in the Block F Design Guidelines and to the satisfaction of the Manager including:
    - i. community lawn/flexible open space;
    - ii. play fields;
    - iii. picnic area;
    - iv. playgrounds;
    - v. hard court;
    - vi. nature play areas;
    - vii. Sword Fern Trail/Iva Mann Trail;
    - viii. Fairview Trail;
    - ix. nature trails; and
    - x. trail heads.
  - b. design and start construction of the Community Centre on Lot C1, in accordance with the University Endowment Lands approved standards and features described in the Statement of Design Requirements (Schedule F), to the satisfaction of the Manager, including:
    - i. gymnasium;
    - ii. fitness centre;
    - iii. social and meeting rooms;
    - iv. kitchen;
    - v. offices;

- vi. outdoor playground;
- vii. outdoor covered gathering space; and
- viii. outdoor great lawn;
- c. design and start construction on the Child Day Care Facility on Lot C2, as generally described in the Block F Design Guidelines, including:
  - i. capacity for a minimum of 40 child day care spaces;
  - ii. outdoor child day care play area;
  - iii. short-term patron drop-off spaces, which shall be designed in conjunction with condition 1.1 (d) above; and
  - iv. staff parking, limited to underground parking only, no surface parking shall be accommodated.
- 1.5 Immediately following the Substantial Completion of the Community Centre, the Owner must fully equip the Community Centre in accordance with the University Endowment Lands approved standards and features described in the Statement of Design Requirements (Schedule F), to the satisfaction of the Manager.
- 1.6 Use, occupancy and equipping of the Community Centre, the Child Day Care Facility, and the the Community Park must be completed by the Owner prior to the occupancy and use of any building in any other phase, and the Owner must have:
  - a. Conveyed ownership of the Community Centre building on Lot C1 to the Crown for \$1.00, and completed a registerable Land Lease Agreement between the Owner and the Crown for a duration of not less than 99 years for the whole of Lot C1 for \$1:00, the terms of which lease must be acceptable to the Crown.
  - b. Fully constructed the Wetlands as described in the Block F Design Guidelines and to the standards in the W&S Bylaw, including:
    - i. Wetland island;
    - ii. riparian buffer;
    - iii. observation area;
    - iv. bridges and boardwalks;
    - v. Fairview Trail; and
    - vi. trail heads.

- c. Granted in favour of the Crown a Statutory Right of Way on terms acceptable to the Crown for the Village Square, as generally outlined and located on Schedule C.
- d. Designed and fully constructed the Village Square, as generally described in the Block F Design Guidelines and to the standards in the W&S Bylaw, including:
  - i. public plaza;
  - ii. seating areas and raised planters;
  - iii. event lawn;
  - iv. Sword Fern Trail/Iva Mann Trail; and
  - v. trail heads.
- e. Provided and constructed seven angled parking stalls along Road A immediately adjacent to the Community Centre, a portion of which may be designed for persons with disabilities, and 23 stalls located in the underground parking area on Lot A, provided in an area that affords convenient access to the Community Centre entrance.
- f. Entered into and registered against Lot A as a section 219 covenant under the Land Title Act an operating agreement between the Owner and the Crown for the use of the underground parking area on Lots A, such operating agreement to contain terms satisfactory to the Manager for the operation and management of the parking spaces intended for use by Community Centre patrons and staff.
- g. Designed and fully constructed the Affordable Housing building in accordance with the Housing Agreement Bylaw registered on title.

## **2. Phase 2: Lots L and M**

- 2.1 Prior to the issuance of the first building permit for any building on Lots L or M, and in accordance with the W&S Bylaw and Design Guidelines, the Owner must provide to the Manager a design, complete with a construction management plan and erosion and sediment control plan, for:
  - a. the servicing for Lots L and M including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy).
  - b. Road B from Acadia Road to the easternmost lot line of Parcel M, including:
    - i. road sub-base;
    - ii. road base;
    - iii. asphalt, street markings and signs;

- iv. concrete curb and gutter (both sides);
  - v. sidewalks (both sides);
  - vi. boulevards with landscaping;
  - vii. lighting;
  - viii. pedestrian crossings and raised crosswalks;
  - ix. sanitary sewer;
  - x. storm sewer;
  - xi. bases for parking meters or pay stations at the Manager's discretion; and
  - xii. bump-outs with rain gardens.
- c. the watermain along Road B from Acadia Road to University Boulevard.
  - d. a temporary drainage channel to convey drainage from Road B and Lots L and M to the Wetlands.
- 2.2 Prior to Substantial Completion of the construction of Lots L or M, and in accordance with the W&S Bylaw, the Owner shall construct:
- a. the servicing for Lots L and M including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy).
  - b. Road B from Acadia Road to the easternmost lot line of Parcel M, including:
    - i. road sub-base;
    - ii. road base;
    - iii. asphalt, street markings and signs;
    - iv. concrete curb and gutter (both sides);
    - v. sidewalks (both sides);
    - vi. boulevards with landscaping;
    - vii. lighting;
    - viii. pedestrian crossings and raised crosswalks;
    - ix. sanitary sewer;
    - x. storm sewer;



- xi. bases for parking meters or pay stations at the Manager's discretion; and
  - xii. bump-outs with rain gardens.
- c. the watermain along Road B from Acadia Road to University Boulevard.
  - d. a temporary drainage channel to convey drainage from Road B and Lots L and M to the Wetlands.

### **3. Phase 3: Lots G, H, I, J and K**

- 3.1 Prior to the issuance of the first Building Permit for any building on Lots G, H, I, J or K, and in accordance with the W&S Bylaw and Design Guidelines, the Owner shall provide to the Manager a design, complete with a construction management plan and erosion and sediment control plan, for:
- a. the servicing for Lots G, H, I, J and K including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy).
  - b. Road B from easternmost lot line of Parcel M to University Boulevard, including:
    - i. road sub-base;
    - ii. road base;
    - iii. asphalt, street markings and signs;
    - iv. concrete curb and gutter (both sides);
    - v. sidewalks (both sides);
    - vi. boulevards with landscaping;
    - vii. lighting;
    - viii. pedestrian crossings and raised crosswalks;
    - ix. sanitary sewer;
    - x. storm sewer;
    - xi. bases for parking meters or pay stations; and
    - xii. bump-outs with rain gardens.
  - c. three stormwater detention ponds located on lots H, I, and K.
  - d. the drainage ditches, swales or sewer from Phase 3 to the constructed Wetlands.

- e. University Boulevard along Parcels E, F, G and H generally as described in the Block F Design Guidelines and in accordance with the W&S Bylaw, including:
    - i. concrete curb and gutter (Block F side);
    - ii. boulevard;
    - iii. lighting (Block F side);
    - iv. new left, turn bay on University Boulevard at Road B;
    - v. removal of existing U-turn cut along University Boulevard, east of the development;
    - vi. seating areas;
    - vii. bridges and boardwalks;
    - viii. naturalized water features/bioswales;
    - ix. continuity of existing on-street bike path (Block F side);
    - x. road markings and signage;
    - xi. University Boulevard Trail (primary and secondary); and
    - xii. trail heads.
  - f. the improvements to Ortona Road, and its associated right-of-way, including:
    - i. sidewalk, boulevard, street lighting and street trees along the Ortona Road frontage of Lot K;
    - ii. improvements to the curbs and associated let-downs along Ortona Road to facilitate pedestrian movements; and
    - iii. multi-use path ("Ortona Trail") with pedestrian lighting along the Block F frontage of Lots J, I and H and connections to pathways/sidewalks at either end of Ortona Road.
- 3.2 Prior to Substantial Completion of the construction on any of the Lots G, H, I, J or K, and in accordance with the W&S Bylaw, the Owner shall construct:
- a. the servicing for Lots G, H, I, J and K including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy);
  - b. Road B from easternmost lot line of Parcel M to University Boulevard, including:
    - i. road sub-base;

- ii. road base;
  - iii. asphalt, street markings and signs;
  - iv. concrete curb and gutter (both sides);
  - v. sidewalks (both sides);
  - vi. boulevards with landscaping;
  - vii. lighting;
  - viii. pedestrian crossings and raised crosswalks;
  - ix. sanitary sewer;
  - x. storm sewer;
  - xi. bases for parking meters or pay stations at the Manager's discretion; and
  - xii. bump-outs with rain gardens.
- c. three stormwater detention ponds located on lots H, I, and K.
- d. the drainage ditches, swales or sewer from Phase 3 to the constructed Wetlands.
- e. University Boulevard along Parcels G and H generally as described in the Block F Design Guidelines and in accordance with the W&S Bylaw, including:
- i. concrete curb and gutter (Block F side);
  - ii. boulevard;
  - iii. lighting (Block F side);
  - iv. new left, turn bay on University Boulevard at Road B;
  - v. removal of existing U-turn cut along University Boulevard, east of the development;
  - vi. seating areas;
  - vii. bridges and boardwalks;
  - viii. naturalized water features/bioswales;
  - ix. road markings and signage;
  - x. continuity of existing on-street bike path (Block F side);
  - xi. University Boulevard Trail (primary and secondary); and

- xii. trail heads.
- f. University Boulevard along Parcels E and F generally as described in the Block F Design Guidelines and in accordance with the W&S Bylaw, including:
    - i. concrete curb and gutter (Block F side) as required;
    - ii. boulevard;
    - iii. lighting (Block F side);
    - iv. road markings and signage;
    - v. continuity of existing on-street bike path (Block F side);
    - vi. stormwater channel; and
    - vii. University Boulevard Trail (primary).
  - g. the improvements to Ortona Road, and its associated right-of-way, including:
    - i. sidewalk, boulevard, street lighting and street trees along the Ortona Road frontage of Lot K;
    - ii. improvements to the curbs and associated let-downs along Ortona Road to facilitate pedestrian movements; and
    - iii. multi-use path ("Ortona Trail") with pedestrian lighting along the Block F frontage of Lots J, I and H and connections to pathways/sidewalks at either end of Ortona Road.
- 3.3 Prior to the issuance of the first Building Permit on either Lots G, H, I, J, or K, the Owner shall provide to the Manager a:
- a. statutory right of way for the Community Green, inclusive of the trails located within the Community Green, as generally outlined and located on Schedule "C";
  - b. design of the Community Green, including the Sword Fern Trail/ Iva Mann Trail, and other on-site trail connections and trail heads, as generally described in the Block F Design Guidelines and to the standards in the W&S Bylaw.
- 3.4 Prior to Substantial Completion of the construction on either Lots G, H, I, J, or K, the Owner shall construct the Community Green, including the Sword Fern Trail/ Iva Mann Trail, and other on-site trail connections and trail heads, as generally described in the Block F Design Guidelines and to the standards in the W&S Bylaw.

- 3.5 As part of the first Building Permit on either Lot H or I:
- a. provide a statutory right of way, as generally outlined and located on Schedule C;
  - b. design the pedestrian pathways, as generally described in the Block F Design Guidelines and the standards in the W&S Bylaw.
- 3.6 Prior to Substantial Completion of the construction on either Lot H or I, the Owner shall construct the pedestrian pathways, as generally described in the Block F Design Guidelines and to the standards in the W&S Bylaw.

#### **4. Phase 4: Lots E and F**

- 4.1 Prior to the issuance of the first Building Permit on either Lot E or F, the Owner shall provide to the Manager a:
- a. design, in accordance with the W&S Bylaw, for the servicing for Lots E and F including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy);
  - b. statutory right of way, as generally outlined and located on Schedule C;
  - c. design of the pedestrian pathways, as generally described in the Block F Design Guidelines and to the standards in the W&S Bylaw.
- 4.2 Prior to Substantial Completion of the construction on either Lot E or F, the Owner shall construct, in accordance with the W&S Bylaw:
- a. the servicing for Lots E and F including connections for sanitary sewer, storm sewer, potable water, hydro, telecommunications, and heating (e.g. natural gas or district energy);
  - b. the pedestrian pathways, as generally described in the Block F Design Guidelines; and
  - c. adjacent to University Boulevard along Parcels E and F generally as described in the Block F Design Guidelines and in accordance with the W&S Bylaw, including:
    - i. seating areas;
    - ii. bridges and boardwalks;
    - iii. naturalized water features/bioswales;
    - iv. University Boulevard Trail (secondary); and
    - v. trail heads.

**SCHEDULE C**  
**TRAIL STATUTORY RIGHT OF WAY**

## TERMS OF INSTRUMENT PART 2

THIS STATUTORY RIGHT OF WAY, SECTION 219 COVENANT AND RENT CHARGE IS  
MADE AS OF THIS                      DAY OF                      2016

BETWEEN:

MUSQUEAM BLOCK F LAND LTD. Inc. No. 0817948

(herein called the "Owner")

OF THE FIRST PART

AND:

HER MAJESTY THE QUEEN IN THE RIGHT OF BRITISH COLUMBIA

(herein called the "Crown")

OF THE SECOND PART

### WHEREAS:

A. The Owner is the registered owner of land legally described as:

Parcel Identifier 013-763-938  
Block F District, Lot 140, Group 1, New Westminster District  
(the "Lands")

B. Section 218 of the Land Title Act R.S.B.C. 1996, c. 250 provides that a person may and shall be deemed to always to have been able to create by grant or otherwise in favour of the Crown an easement, without a dominant tenement, to be known as a statutory right of way, for the purposes necessary for the operation or maintenance of a Crown undertaking;

C. Section 219 of the Land Title Act R.S.B.C. 1996, c.250 permits registration of a covenant in favour the Crown in respect of the use of land and that land is or is not to be built on or is or is not to be subdivided except in accordance with the covenant;

D. A covenant pursuant to Section 219 of the Land Title Act RSBC 1996 c.250 may include a rent charge in favour of the Crown;

E. This Statutory Right of Way, Covenant and Rent Charge (collectively the "Trail Agreement") are necessary for the operation and maintenance of the Crown's undertaking;

F. The Lands are presently traversed by recreational walking and biking trails used by the general public for access and recreational purposes which trails ("the Trails") are situated as generally shown highlighted in heavy Black on the sketch map of the Lands annexed hereto as Schedule "A" and including a trail over, upon and through the public area identi-

fied on Schedule "B" as Community Green;

- G. The Owner has agreed to grant to the Crown this Trail Agreement over all of the Trails (collectively referred to herein as the "Right of Way Area") on the terms herein;
- H. The Owner intends to subdivide the Lands into the parcels as shown on Schedule "B" (the "Parcels" and singularly a "Parcel") and intends to do so in phases.

NOW THEREFORE THIS TRAIL AGREEMENT WITNESSES that in consideration of the premises, covenants and agreements herein contained and the sum of one dollar (\$1.00) now paid by the Crown to the Owner, and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Owner), the parties hereto hereby covenant and agree as follows:

## **1. STATUTORY RIGHTS OF WAY**

- a) Pursuant to Section 218 of the Land Title Act R.S.B.C. 1996, c. 250 the Owner hereby grants:
  - i) to the Crown a statutory right of way under, along, over and across all of the Right of Way Area allowing its servants, agents, contractors, officials, workmen, permittees, licensees, and invitees, in perpetuity, the full, free and uninterrupted right, liberty, license, privilege, easement and statutory right of way to, at all times hereafter and by day and by night, at their will and pleasure to:
    - 1. enter, labour, go, be on, return, pass and repass in, on, over and under the Right of Way Area, with or without workers, vehicles, equipment and supplies, dig up the soil thereof, and place fill, earth, sand and gravel thereon, in order to maintain the Right of Way Area for the Trails in order to remedy any default by the Owner of its obligations herein to do the same;
    - 2. clear the Right of Way Area and keep the Right of Way Area clear of anything which, in the opinion of the Crown, constitutes or may constitute danger to, or obstruction of, the use of the Right of Way Area for the Trails in accordance with this Agreement and do all acts which in the opinion of the Crown are incidental to the foregoing;
  - ii) to the Crown and its invitees for its own use and for use by the general public for so long as and on such conditions as the Manager may allow as to the whole or any portion of the Right of Way Area the full, free and uninterrupted right of passage at all times hereafter, by day and by night, at their will and pleasure enter, go, be on, return, pass, and repass on, over and along the Right of Way Area on foot and by wheelchairs, strollers and bicycles; and
  - iii) to have and to hold the same unto the Crown from and after the deposit of a statutory right of way plan and registration of this instrument until discharged by the Crown.



## **2. SECTION 219 RESTRICTIVE COVENANTS**

- a) Pursuant to Section 219 of the Land Title Act R.S.B.C 1996, c. 250, the Owner hereby grants the Crown a restrictive covenant as follows:
  - i) Prior to the commencement of construction of any building or structure on a Parcel the Owner must first obtain a building permit from the Manager and also must survey all parts of the Right of Way Area within the Parcel or Parcels to be constructed upon, ensuring that the minimum width of all Right of Way Areas is at least three (3) metres. The Owner must also must have prepared a Statutory Right of Way Plan ("SRW Plan") of all the Right of Way Area situated within the Parcel or Parcels to be constructed upon, all to the satisfaction of the Manager acting reasonably. The Owner must not commence construction until the Owner has executed this Grant of Statutory Right of Way, Section 219 Covenant and Rent Charge in registrable form, and unless the Owner has deposited the SRW Plan and registers this Trail Agreement to its fullest extent (including a specific reference to the Land Title Office number under which the SRW Plan was deposited), in the Land Title Office in priority to all charges liens and encumbrances charging the said Parcel or Parcels except charges in favour of the Crown or consented to by the Crown in writing.
  - ii) Pursuant to Section 219 of the Land Title Act R.S.B.C. 1996 C.250, the Owner covenants and agrees at its sole expense to improve, furnish and construct all of the Trails in the Right of Way Area to the standards set out in Schedule "F" of the Works and Services Bylaw 2016.
  - iii) The Owner must at its sole cost regularly inspect and maintain the Trails within the Right of Way Area for safe recreational use of the Right of Way Area by the public, and must upon written notice from the Manager undertake such remedial work as required by the Manager to ensure the Right of Way Area is maintained to the standards set out in Schedule "F" of the Works and Services Bylaw 2016.
  - iv) If the Owner fails to perform, or cause the performance of any of its obligations to construct the Trails to the required standard, or to regularly inspect and maintain the Trails, or to undertake such remedial work as required by the Manager within 30 days of receipt from the Manager of written notice to perform such obligations, the Crown may perform such obligations on behalf of the Owner and all such costs and expenses incurred by the Crown will be payable and be secured as a Rent Charge on the Lands pursuant to Section 5 hereof.

## **3. RESERVATIONS**

- a) Notwithstanding the rights of way and easements granted in section 1, there is hereby reserved to the Owner (subject to the restrictions and limitations herein set forth), the right at all times and from time to time:
  - i) to temporarily interrupt the use and enjoyment of the Right of Way Area by the Crown its invitees and the public on the Right of Way Area if such temporary inter-

ruption is reasonably required to facilitate the servicing, construction, or repair of buildings and structures sited on the Lands; provided that such temporary interruption does not constitute a material interference with the rights of way herein granted, that such interruption is as short as reasonably possible, and that reasonable written notice of the interruption is delivered to the Manager and;

- ii) provided that the Manager may reasonably limit the duration of the temporary interruption and limit the area of the interruption.

#### **4. DISCHARGE**

All the rights, privileges, easements and statutory rights of way, covenants, and rent charge herein granted shall exist and continue unless and until discharged by the Crown, and the Crown shall have the right unilaterally to do so, and in such case the Crown shall execute a registrable discharge for release of its interests in the Lands created hereby from the title of the Lands. Nothing shall obligate the Crown to construct, inspect, install, keep, use, remove, operate, maintain, repair, reconstruct, or replace any work on the Right of Way Area.

#### **5. RENT CHARGE**

The Owner grants this Rent Charge to the Crown and the Owner shall pay to the Crown on demand annually within thirty (30) days of written demand all monies that the Crown may have expended in undertaking any of the obligations of the Owner herein to construct, improve, and maintain, the Trails in the Right of Way Area pursuant to section 2 (iv). The Rent Charge shall charge the Lands and all parcels and strata lots subdivided out of the Lands including the common property of all strata corporations situate on the Lands.

#### **6. INDEMNITY**

- a) The Owner hereby covenants and agrees to indemnify and save harmless the Crown, its officers, employees, servants and agents from all damages, costs, claims, demands, suits, losses, expenses, causes of action and judgments that arise out of, or relate in any way to;
  - i) the design or construction activities of the Owner or its agents, contractors or subcontractors in respect of or in relation to the provision of services to and on the Lands, the construction of buildings and structures on the Lands and any other work undertaken by the Owner on or about the Right of Way Area pursuant to the Owner's obligation to construct, maintain, inspect and improve the Trails within the Right of Way Area ; and
  - ii) any breach by the Owner of any of its obligations hereunder;

provided however, that this indemnity shall not apply if and to the extent that such damages, costs, losses or expenses are caused by negligence on the part of the Crown its officers, employees, servants, agents, or those for whom the Crown is at law responsible in the course of their employment by the Crown, excluding from such exception, for certainty, the negligent acts and omissions of the public or any other person using the Right of Way Area or the Works or any portion thereof.

## **7. RELEASE**

The Owner does hereby release and discharge the Crown from any and all actions, causes of action, suits and demands whatsoever and whether at law or in equity or otherwise arising which the Owner may at any time have by reason of the exercise of the rights granted to the Crown hereunder, save and except for the negligent acts or omissions of the Crown, its officers, employees, servants and agents or those for whom the Crown is responsible in the course of their employment by the Crown, excluding all responsibility for the negligent acts and omissions of the public or any other person using the Right of Way Area or the Works or any portion thereof.

## **8. WORKS PROPERTY OF THE CROWN**

Despite any rule or law to the contrary, any works for the betterment of the Trails installed by the Owner or by the Crown in the Right of Way Area, shall at all times be and remain the property of the Crown even if affixed to the Lands and shall at all times and from time to time be removable by the Crown in its sole discretion.

## **9. CROWN MAY DESIGNATE**

The Crown may from time to time designate licensees and permittees for any and all purposes connected with this Instrument and the use of the rights granted hereunder, and may assign all or part of its rights hereunder from time to time and at any time. Where any employee, official or officer of the Crown is named in this Instrument the Crown may designate another employee, official or officer or an agent to act in the stead of the employee, official or officer of the Crown who is named in this Instrument.

## **10. NO DEROGATION**

Nothing contained or implied herein shall derogate from the obligations of the Owner under any other agreement with the Crown or, if the Crown so elects, prejudice or affect the Crown's rights, powers, duties or obligations in the exercise of its functions pursuant to any Act of the Legislature of British Columbia as amended from time to time, and the rights, powers, duties and obligations of the Crown under all public and private statutes, bylaws, orders and regulations, all of which may be, if the Crown so elects, as fully and effectively exercised in relation to the Lands and the Right of Way Area as if this Agreement had not been executed and delivered by the Owner and the Crown.

## **11. EFFECT OF TRANSFER**

The parties agree that neither the Owner nor any successor in title to the Lands shall be liable for breaches of, or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Right of Way Area after ceasing to be the registered owner of

such portion; but the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of any portion of the Right of Way Area for all breaches of and non-observance and non-performance of the covenants herein as the same relate to such portion of the Right of Way Area that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

## **12. RIGHTS PERPETUAL**

The Statutory Rights of Way and Covenants and Rent Charge under Sections 218 and 219 of the Land Title Act created hereby shall run with and bind the Lands in perpetuity.

## **13. ENURANCE**

The covenants contained in this Agreement shall enure to the benefit of and be binding upon the Crown and its successors and assigns and it shall enure to the benefit of and be binding upon the Owner and its successors and assigns, and shall run with the land and enure to the benefit of and be binding upon the Owner's successors in title and their respective heirs, executors, administrators, trustees and successors. Every reference to the parties is deemed to include the successors and assigns of the parties so long as they own an interest in the Lands.

## **14. PRIORITY**

The Owner shall do or cause to be done at its expense all acts reasonably necessary for the Crown to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the Crown and those specifically approved in writing by the Crown.

## **15. SEVERANCE**

If any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by the decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this Agreement.

## **16. INTERPRETATION**

Whenever the singular or masculine is used in this Agreement, the same is deemed to include the plural or the feminine or the body politic or corporate wherever the context or parties hereto so requires.

## **17. GOVERNING LAW**

This Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia.

## **18. DEFINITIONS**

Manager: means the Manager of the University Endowment Lands appointed pursuant to the

University Endowment Land Act (RSBC 1996 c.469) and his successors in name or function.

## **19. REFERENCE**

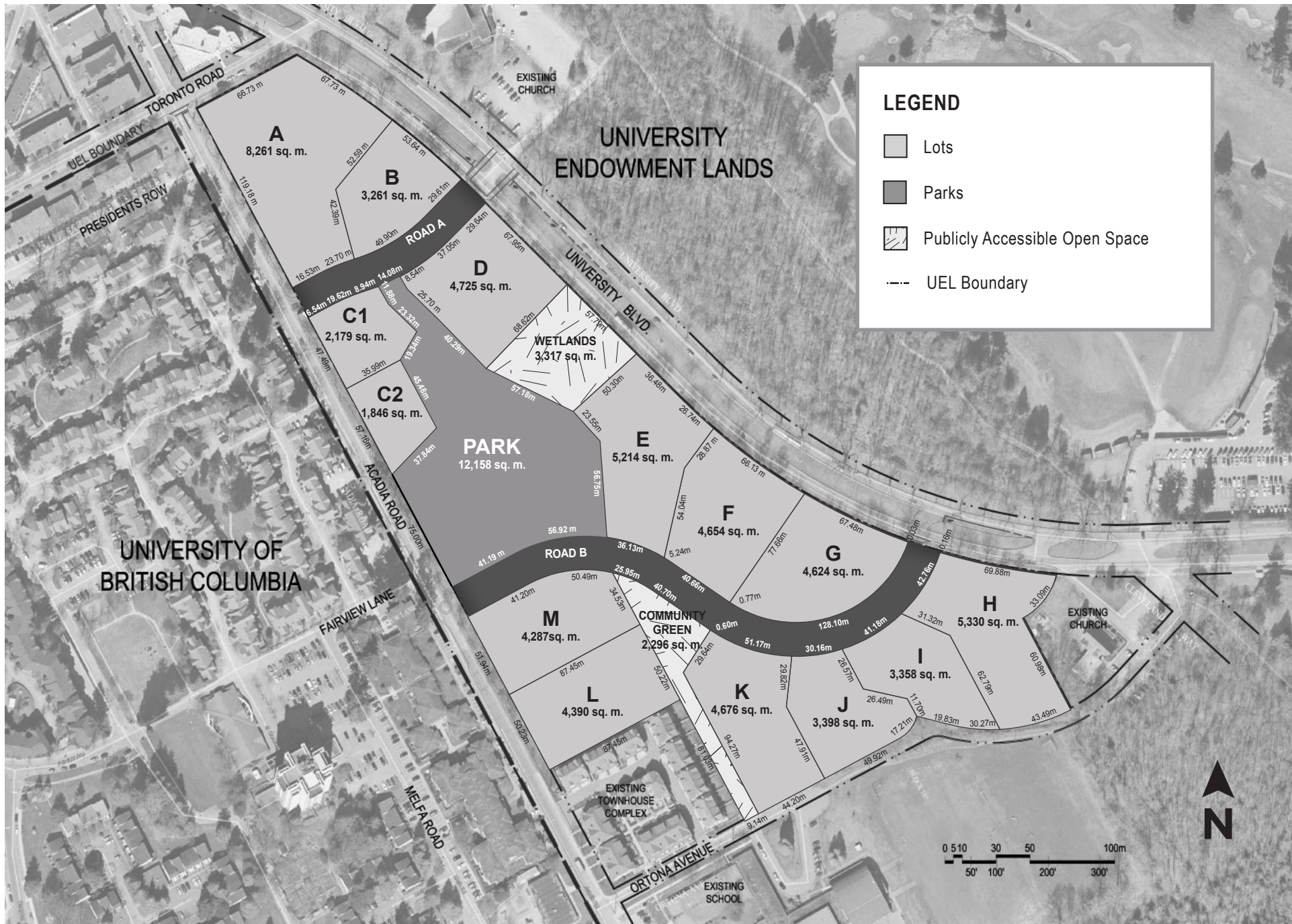
This Agreement is dated the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and as evidence of the Owner's agreement to grant this Statutory Right of Way, the Restrictive Covenants and the Rent Charge and to be bound by the terms hereof the Owner (as Transferor) has executed the Land Title Act Form C to which this Agreement is attached and which forms part of this Agreement.

**SCHEDULE A TO TRAIL RESTRICTIVE COVENANT  
TRAIL RIGHT OF WAY MAP**



**SCHEDULE B TO TRAIL RESTRICTIVE COVENANT  
BLOCK F LOT PLAN**





**SCHEDULE D**  
**TRAIL RIGHT OF WAY MAP**





**SCHEDULE E**  
**HOUSING AGREEMENT**

## TERMS OF INSTRUMENT PART 2

THIS HOUSING AGREEMENT AND RESTRICTIVE COVENANT MADE THIS

DAY OF 2016

BETWEEN:

MUSQUEAM BLOCK F LAND LTD. Inc. No. 0817948

(the "OWNER")

AND

HER MAJESTY THE QUEEN IN THE RIGHT OF BRITISH COLUMBIA

(the "CROWN")

### WHEREAS:

- A. Pursuant to s. 12(1) and (2) of the *University Endowment Land Act* RSBC 1996 c. 469, the Crown represented by the Minister of Community Sport and Cultural Development may by Bylaw enter into a Housing Agreement and may pursuant to s. 219 of the *Land Title Act* RSBC 1996 c.25 accept restrictive covenants and;
- B. The Crown considers it in the public interest to provide for affordable rental housing on Block F of the University Endowment Lands and for that purpose has adopted a Housing Agreement Bylaw and accepts the restrictive covenants granted herein by the Owner.

### 1. DEFINITIONS

- a) Affordable Rental Rate: means the rate determined by the Society which rental rate is a rate that is affordable, economic and within the means of moderate income working households having a Household Annual Income within the income limit ranges published annually as "HILS" for Vancouver;
- b) Affordable Rental Unit: means Residential Dwelling Units to be constructed on Block F of the University Endowment Lands or on an airspace parcel subdivided

out of Block F that are available for rent at an Affordable Rental Rate;

- c) Block F: means those lands legally described as: Block F District Lot 140, Group 1 New Westminster District, PID 013-763-938;
- d) Caregiver: means an individual who provides assistance with the performance of the personal functions and activities necessary for daily living that a person is unable to perform efficiently for himself or herself;
- e) Dwelling Unit: means a self-contained residential accommodation providing sleeping rooms, a washroom, a living room and no more than one kitchen, intended for domestic use, and used or intended to be used permanently or semi-permanently for a Household;
- f) Household Annual Income: means the sum of all taxable incomes of persons forming a household, being the amount identified as taxable income on the most recent income tax return (line 260 of the income tax T1 General Form), of all the individuals 15 years and older that reside together in that Household in an Affordable Rental Unit;
- g) HILS: means Housing Income Limits for Vancouver currently published annually by the British Columbia Housing Management Commission (“BC Housing”) setting out the ranges of incomes for moderate income working households necessary to qualify to rent affordable housing;
- h) Household: means:
  - i) a person;
  - ii) two or more persons related by blood, marriage, or adoption; or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities;
  - iii) a group of not more than three persons, who are not related by blood, marriage, or adoption, or associated through foster care, all living together in one dwelling unit as a single household using common cooking facilities; or
  - iv) a combination of (ii) and (iii), provided that the combined total does not include more than three persons unrelated by blood, marriage or adoption or associated through foster care; all living together in one dwelling unit as a single household using common cooking facilities;
- i) Land: means an airspace parcel created by subdivision of “Block F, District Lot 140, Group 1, NWD, PID 013-763-938” in particular that portion of Block F referred to as Lot A in Section 2 (a)(iv) of the Restrictive Covenant charging the said Block F under No. xxxxxx;

- j) LTO: means the Vancouver New Westminster Land Title office or its successor;
- k) Manager: means the Manager of the University Endowment Lands pursuant to the *University Endowment Land Act* RSBC c.469;
- l) Maximum Allowable Income: in respect of an Affordable Rental Unit means a Household's Annual Income equal to or less than the maximum household income level published in HILS for Vancouver in the relevant year by BC Housing;
- m) Moderate Incomes: means, for the purposes of this Agreement, those Households with Household incomes not exceeding those incomes set out in each year in HILS;
- n) Owner: means MUSQUEAM BLOCK F LAND LTD Inc. No. 0817948
- o) Society: means a not for profit society incorporated pursuant to the *Society Act* RSBC 1996 c.433, having as one of its purposes the provision of affordable housing for households with moderate working incomes;
- p) Tenancy Agreement: means a tenancy agreement as defined in, and subject to, the *Residential Tenancy Act*; and
- q) Tenant: means a Household occupying an Affordable Rental Unit pursuant to a Tenancy Agreement, and which Household has a Gross Annual Income equal to or less than the Maximum Allowable Income.

## 2. INTERPRETATION

- a) Statutory Foundation—This Housing Agreement is made pursuant to Section 12(1) and (2) of the *University Endowment Land Act*, and the Restrictive Covenants herein are granted by the Owner to the Crown pursuant to Section 219 of the *Land Title Act*; and in this Agreement and Covenant:
  - i) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
  - ii) reference to “This Agreement” includes the Housing Agreement and the Restrictive Covenant;
  - iii) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
  - iv) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meanings;

- v) the word “enactment” has the meaning given in the *Interpretation Act* on the reference date of this Agreement;
- vi) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- vii) reference to any enactment is a reference to that enactment as consolidated, revised, amended, reenacted or replaced, unless otherwise expressly provided;
- viii) the provisions of s. 25 of the *Interpretation Act* with respect to the calculation of time apply;
- ix) time is of the essence;
- x) all provisions are to be interpreted as always speaking and reference to HILS is a reference to the HILS published in the year applicable to the then interpretation of this Housing Agreement;
- xi) reference to a “party” is a reference to a party to this Agreement and to their respective successors, assigns, trustees, administrators and receivers;
- xii) 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;
- xiii) HILS for the Vancouver Area will apply as of the date of execution by the parties of this Housing Agreement, and it is agreed by the parties that in each successive year, HILS for the ensuing year will be substituted in place of the previous year’s HILS.

### **3. PURPOSE AND REMEDIES**

- a) The Owner and the Crown agree that:
  - i) this Agreement is intended to serve the public interest by providing for the construction, rental and occupancy of Affordable Rental Units to be owned and operated by a Society and rented to moderate income households in the workforce;
  - ii) performance of this Agreement by the Owner is a condition of the Owner becoming entitled to certain development entitlements on Block F which development entitlements the Owner acknowledges are a benefit to the Owner; and
  - iii) damages are not an adequate remedy for the Crown in respect of any breach of this Agreement by the Owner.



#### **4. HOUSING AGREEMENT AND S.219 COVENANT LAND USE RESTRICTIONS**

- a) The Land must be used only in accordance with this Agreement.
- b) The Owner must design, and fully and completely construct a single building (the “Building”) having commercial uses on the ground floor (the “Commercial Floor”) and four upper storeys (the “Residential Floors”) providing Affordable Rental Units, none of which shall be less than 50 sq. m in area and all of which shall be built and completed in strict conformance with detailed design and construction plans which plans may provide for a minimum unit size of 75 sq. m for two bedroom units and 93 sq. m for three bedroom units all as first approved in writing by the Manager of the University Endowment Lands.
- c) Of the total number of residential units to be provided by the Owner in the Building, all shall be designed and constructed for use and occupancy as rental units, and the monthly rents for such units must not exceed 30% of the Household’s Annual Income.
- d) Pursuant to Section 219 of the *Land Title Act*, the Owner covenants that upon completion of construction of the Building, the Owner shall not permit any commercial use of the ground floor or any other floor of the Building until such time as the Owner has fully satisfied the requirements of Articles 5(a) and (b).

#### **5. BUILDING CONSTRUCTION**

- a) The Owner may not dispose of any interest in the Residential Floors except (a) by fee simple transfer of the title to all of the Residential Floors (the “Residential Component”), or (b) by lease of the Residential Component for a term of not less than 59 years and no more than 60 years (the “Lease”) to a single purchaser or Lessee that is a non-profit society approved by the Manager, (the “Society”), which Society has agreed in writing with the Owner and the Crown to manage the Residential Floors and has agreed to ensure that all of the Affordable Rental Units are available for rent in accordance with this Agreement.
- b) The construction of the Residential Floors must be situated within an Air Space parcel to facilitate the division of the Building into a separate commercial floor with Affordable Rental Units on floors 2,3,4 and 5 comprising the Residential Component.
- c) Management –The Owner will cause the Society to covenant and agree that it will furnish good and efficient management of the Affordable Rental Units and will permit representatives of the Crown to inspect the Residential Component at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act*. The Owner must also cause the Society to covenant and agree

that it will maintain the Affordable Rental 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 and the Building. Notwithstanding the foregoing, the Owner will also cause the Society to acknowledge and agree that the Crown in its absolute discretion, may require the Owner, at the Owner's sole expense, to hire another person, society or company with the skill and expertise to manage the Affordable Rental Units if the then current Society is in breach of its agreement to manage the Residential Component in accordance with its covenant given to the Owner.

Upon any termination, assignment, or surrender of the Lease of the Residential Component or any re-leasing or resale of the Residential Component previously approved by the Manager pursuant to Article 5 (a) must first again be approved in writing by the Manager.

## **6. USE AND OCCUPANCY OF AFFORDABLE RENTAL UNIT**

- a) The Society may in the event that a Tenant uses or occupies, or allows the use or occupation of an Affordable Rental Unit in breach of this Agreement terminate that Tenant's lease, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act* (British Columbia).
- b) The Society must specify in every Tenancy Agreement the existence of this Agreement and the occupancy restrictions applicable to the Affordable Rental Unit, and attach a copy of this Agreement to every Tenancy Agreement.
- c) The Society will deliver a copy of any or each current Tenancy Agreement to the Manager upon demand.
- d) Prior to the Owner either selling or leasing the Residential Component in the Building on the Lands to the Society, the Society will execute this Housing Agreement and be bound by Articles 1 through 8 where such provisions apply to the management of the Affordable Dwelling Units, and the Society will thereafter manage the rental of the Affordable Rental Units to Households having a Maximum Annual Income equal to or lesser than the Maximum Allowable Income and at an Affordable Rent. Such tenancy to be on a month to month term or by a lease agreement having a term not to exceed six years, including any right of renewal.
- e) Within 30 days of written demand by the Crown, the Society must deliver to the Manager a statutory declaration sworn under oath by an Officer of the Society that the Society has not permitted occupation of an Affordable Rental Unit contrary to this Housing Agreement. The Crown may only require such Declaration once a year.

- f) If the Household Annual Income of a household occupying an Affordable Rental Unit in the Building exceeds the Maximum Allowable Income provided by HILS for that year, the Society must thereafter at the earliest date on which the then current rental agreement may be lawfully amended increase the annual rent to 30% of the then Household Annual Income of the household occupying the Affordable Rental Unit.
- g) In the event that HILS ceases to be published for the Vancouver Area, the Society and the Manager must in each successive year determine a formula to provide for reasonable increases or decreases of Maximum Allowable Household Income.

## **7. REGISTRATION AND NOTICE**

- a) This Agreement constitutes both a covenant under s. 219 of the *Land Title Act* charging the Land and a housing agreement entered into pursuant to the University Endowment Land Act RSBC 1996 c.469.
- b) The Crown may file a notice of this Housing Agreement in the Land Title Office as a notice against title to the Land and may similarly register the Section 219 Covenant as a charge against the Lands, both of which will have priority over all other charges of whatsoever nature except for those charges approved by the Crown.
- c) This Agreement does not affect nor limit the discretion, right, duties or powers of the Crown under any enactment or at common law, including in relation to the use or subdivision of land, or impose on the Crown any legal duty or obligation, including any duty of care or contractual or other duty to enforce this Agreement.
- d) This Agreement does not impose on the Crown any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Housing Agreement.
- e) This Agreement does not affect or limit any enactment relating to the use or subdivision of land.
- f) This Agreement does not relieve the Owner or Society from complying with any enactment, including in relation to the use or subdivision of land.

## **8. GENERAL PROVISIONS**

- a) Amendment – This Agreement may be discharged, or amended only by an instrument duly executed by the Owner, and the Crown prior to the Society becoming a party pursuant to Article 6(d) and thereafter may only be amended or discharged by an instrument duly executed by all of the Parties. The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement, and the 219 covenant herein, are registered against title to the Land

with priority over all other charges, liens and encumbrances registered or pending at the time of application for registration of these agreements.

- b) **Covenant Runs With the Land** – Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Crown in accordance with section 219 of the *Land Title Act* in respect of the Land and this Agreement burdens the Land and runs with it and binds the Owner's successors in title and binds every parcel into which it is consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.
- c) **Deed and Contract** – By executing and delivering this agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.
- d) **Enurement** – This Agreement binds the parties to their respective agreements herein and binds their respective successors, heirs, executors and administrators. Reference in this Agreement to the "Crown" is a reference also to the elected and appointed officials, employees and agents of the Crown.
- e) **Equitable Remedies** – The Owner and the Society acknowledge and agree that damages would be an inadequate remedy for the Crown 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.
- f) **Further Acts** – The Owner and the Society shall do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments, and both agree that 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 the Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- g) **Joint Venture** – Nothing in this Agreement will constitute the Owner or the Society as the agent, joint venturer, or partner of the Crown or give the Owner any authority to bind the Crown in any way.
- h) **Limitation on Owner's Obligations** – The Owner is not liable for breaches of this Agreement that are caused by the Society.
- i) **No Other Agreements** – This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.
- j) **Notice** – Any notice which may be or is required to be given under this

Agreement must be in writing and either be delivered or sent by facsimile transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by facsimile transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or facsimile number, or both, it must promptly give notice of its new address or facsimile number, or both, to the other party as provided in this section.

- k) Release – The Owner and the Society by this Agreement both release and forever discharge the Crown 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 the Dwelling Units 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. This clause will survive the termination of the Agreement.
- l) Waiver – An alleged waiver of any breach of this Agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this Agreement does not operate as a waiver of any other breach of this Agreement.

As evidence of their agreement to be bound by the Housing Agreement and by the Section 219 Covenants herein, the Owner as Transferor and the Crown as Transferee have each executed and delivered this Agreement by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

**SCHEDULE F**  
**UNIVERSITY ENDOWMENT LANDS**  
**COMMUNITY CENTRE**  
**STATEMENT OF DESIGN REQUIREMENTS**

# University Endowment Lands Community Centre

## Statement of Design Requirements

### 1.0 General Objectives

- 1.1 The Block F Owner is providing a Community Centre for all UEL residents to address the community impact of the Block F rezoning. The application proposal is a 1,395 square metre, one storey building, including a smaller second storey.
- 1.2 The purpose of this document is to provide design, construction and furnishing benchmarks as a framework for development of the community centre. These benchmarks are based upon the rezoning application, and are consistent with the standard of building construction quality, building fixtures and finishes of municipal recreation centres in the region.
- 1.3 While the application proposal may evolve, the community centre will be designed, constructed and furnished by the Owner to the satisfaction of the Manager based upon these benchmarks and the Block F design guidelines. Community engagement through the Community Advisory Council and Advisory Design Panel is an essential part of this process.
- 1.4 The value of furniture, fixtures and equipment identified in this report in *italics* are fixed at an amount described in Section 25.0.

### 2.0 Site Planning

- 2.1 All exterior areas intended for public use including landscaped open space and outdoor recreation areas use must be universally accessible to persons of all ages and abilities.
- 2.2 Optimize building orientation and massing as part of a passive design strategy to reduce life-cycle costs and maximize indoor environmental quality.
- 2.3 Site planning and landscape design should consider basic defensible space principles to promote patron and building maintenance security. Project design shall take into consideration territoriality, natural surveillance, activity support and access control.
- 2.4 Provide a paved accessible walkway from the UEL road system and parking areas to the main building main entrance, clearly separated from vehicle traffic and clear of any obstacles such as posts, planters or bollards. A minimum 1.8 m wide walkway is recommended.
- 2.5 Walking surfaces shall be permanent, firm, stable, and slip-resistant.
- 2.6 Provide a maximum slope of 5% for exterior walkways. Provide minimum slope for surface drainage to prevent slips from ice or water accumulation. Cross slopes for drainage may be provided but must be kept to a maximum of 2%.
- 2.7 Stairs and ramps must be easily usable by people with reduced mobility and impaired vision and must comply with the requirements of the latest BC Building Code.
- 2.8 Building design should incorporate a conveniently located sunny outdoor open area that is universally accessible from the main building and promotes positive social interaction.
- 2.9 The exterior recreation area should permit a range of activities for patrons. To facilitate these activities include the following:
  - a large hard surface patio;
  - weather protected areas at the common patio through the use of building overhang;
  - seating which is universally designed.
- 2.10 Provide adequate play space for children. Locate play spaces so they are overlooked by seating areas and staff areas. Rules for play areas are to be provided and posted.
- 2.11
  - For seniors provide an exterior recreation area that is conveniently accessible from the main spaces. The exterior recreation area should permit seniors to participate in both active and passive activities such as:

- watching outside street life;
  - sitting in the sun or shade, out of the wind, in both quiet spots and with a large group;
  - walking conveniently without encountering stairs or children's play areas
- 2.12 Provide 23 designated underground parking spaces for Community Centre visitors and staff on Lot A. Provide seven parking spaces, with a minimum of two parking spaces for people with disabilities, on the street adjacent to the front of the building. At the south-west corner of the Lot A parkade, provide easy and visible access from the underground stalls to the Community Centre. No dedicated loading bay is required on this site.
- 2.13 Site Drainage:
- Ensure that site grading is designed to slope away from the building areas.
  - Ensure that appropriate drainage systems are put in place to deal with run-off from adjacent sites.
  - Ensure that area drainage is provided to avoid water and ice accumulation particularly in areas used by the patrons.
  - Consider using sustainable on site water management strategies. Where feasible, retain the maximum amount of existing planting materials and top soil.
- 2.14 Design for no irrigation, but where required for establishment:
- Provide exterior recessed in-wall lockable non-freeze hose-bibs on all elevations of the building.
  - Provide a high efficiency in-ground irrigation system.

### 3.0 Building Design

- 3.1 The Design is to create an environment that is universally accessible and barrier-free. Common areas intended for patron use should be universally accessible to all persons regardless of age and degrees of ability.
- 3.2 Provide a building that is spatially efficient and designed to maximize the ratio of required program, support and service spaces to circulation areas. The building should be designed to accommodate a flexibility of uses and occupants. Spaces that open up to each other permanently or temporarily are encouraged for the multi-purpose uses. Provide a logical sequence of spaces that allow for easy orientation by users. Design the building so that a variety of different uses and users can be accommodated at the same time. Coordinate and group spaces to encourage social interaction.
- 3.3 Design the building to ensure the security of the patrons and staff, e.g., natural surveillance, activity support and access control.
- 3.4 LEED® Gold as the baseline for environmental performance for this Community Centre, which is to be verified through a process of third party certification. The measures required to meet LEED® Gold will be achieved within capital cost parameter.
- 3.5 Design the building envelope to current code and industry best practices to prevent water penetration and envelope failure.
- 3.6 Provide building forms and design that integrate the use of passive energy and sustainable design principles. Consider optimized envelope design, building massing and orientation, low-demand fixtures and use of renewable sources of energy to reduce demand on fossil-fuel based energy and reduce greenhouse gas emissions.
- 3.7 Provide building materials and finishes that are durable and require low maintenance for this high use public building. Consider the requirements of the user end groups, source materials locally and check the availability of maintenance products, and overall life cycle costs.
- 3.9 The building should reflect a west coast contemporary feeling and be designed to be welcoming to the community. The use of large timbers and stone on the exterior, along with water elements, is encouraged.
- 3.9 Design the building to protect interior spaces from excessive sun gain. Where large wall elements, such as for the gymnasium, are exposed to view, create interesting facades



that incorporate interesting materials or other elements that are attractive to viewer.

## 4.0 Entrance

- 4.1 Provide highly visible entry from the street with an overhead canopy for people waiting to be picked up.
- 4.2 Provide entry vestibule in accordance with ASHRAE 90.1 2010. Minimum 2 x 915 mm wide x 2135 mm high set of doors for the exterior and interior set of doors. Doors to be fully automatic open with sensors and function programmable from software and a computer at the reception desk area. Heavy-duty door application designed for high traffic conditions. Glass to be insulated double glazed units. Finish on doors to be highly durable and low maintenance.
- 4.3 Floor Finish: High impact resistant Ceramic Tile or non-slip Marmoleum product durable and low maintenance for this high traffic area. Provide recessed entry mat to LEED® Gold standards.
- 4.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this high traffic area.

## 5.0 Lobby and Reception/Office Area

- 5.1 Provide adequate “crush space lobby” in front of reception area to allow people to stand and speak to staff and also allow general circulation flow for other patrons in the vicinity.
- 5.2 Highly visible Reception/Office Area:
  1. Reception Area to provide the following:
    - *Configure millwork so staff can easily see and monitor on-going activities in the Entrance, Lobby, Lounge and Great Hall areas.*
    - *Accommodate two seated staff stations.*
    - *Provide concealed easily accessible spaces for vertical standing binders above the countertop but still visually hidden from patrons.*
    - *Key lockable millwork drawers and doors.*
    - *Accessible countertop height for wheel chair patrons on lobby side*
    - *Millwork to incorporate Door Access Control Station, CCTV Security Monitor Station and DVR, all easy to reach and accessible to staff.*
    - *Millwork to be high impact resistant and low maintenance.*
    - *Outfit furnishing: two mesh back rolling office chairs, two computers, one cash register, one commercial grade colour photocopier with scanning and printing capabilities.*
  2. Provide one 3.05m x 3.05m Supervisors Office room.
    - *Office to be separate from but have immediate access to the Reception area*
    - *Office door to be key lockable.*
    - *Provide window with blinds to view directly out to the reception desk.*
    - *Office to be out fitted with one computer, one standard office desk, two mesh back rolling office chairs, two 1.2m high filing cabinets.*
    - *One counter height millwork to incorporate one computer server and one cash safe behind lockable millwork doors. Vent millwork as appropriate for the computer server.*
  3. Reception/Office area to be capable of being key locked off from the public areas via doors and/or overhead rolling or sliding security grilles.
  4. *All computers, the photocopier and cash registers to be hard-wired connected to one server computer. Server computer to connect to the internet.*
  5. Floor Finish: High impact resistant Ceramic Tile or non-slip Marmoleum product, durable and low maintenance for this reception/office area.
  6. Wall Finish: Final Finish to be durable and low maintenance for this reception/office area.

## 6.0 Great Hall

- 6.1 The Great Hall is to be a large high ceiling focal point gathering space for people waiting, watching or meeting people. This space is to read as a continuation to a large outdoor hard surface patio area utilizing large windows and generous weather tight door openings. Allow natural light to fill this space. Patrons in the Great Hall should be able to view directly into the Gymnasium to monitor the on-going activities.
- 6.2 *Outfit Furnishings: Provide commercial grade non-fixed tables and chairs to accommodate a minimum 30 adult people. Provide compatible table and chair caddy/truck for easy transport, storage and/or set up of the full number of tables and chair noted above.*
- 6.3 Floor Finish: High impact resistant Ceramic Tile or non-slip Marmoleum product, durable and low maintenance for this high traffic area.
- 6.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this high traffic area.

## 7.0 Outdoor Patio

- 7.1 Provide large and dramatic covered outdoor patio area as a gathering space for people waiting, watching or meeting people. This space should read as a continuation of the interior Great Hall area.
- 7.2 *Outfit Furnishings: Provide commercial grade non-fixed tables and chairs to accommodate minimum 20 adult people. Provide compatible table and chair "caddy/truck" for easy transport, storage and/or set up of the full number of tables and chair noted above.*
- 7.3 Floor Finish: Poured-In-Place Concrete and/or Cement Unit Pavers to be high impact resistant, durable and low maintenance for this high traffic area. Consider carrying Ceramic Tile from the Great Hall area to the Outdoor Patio.

## 8.0 Servery / Coffee Shop

- 8.1 The Servery is to be designed as an independent Shop capable of serving coffee, tea, cold drinks and dry bakery goods. The Servery is also able to produce bakery goods and reheat previously prepared food. This space is not a commercial kitchen that produces or creates grease laden vapours. The location of the Servery is to be opened directly to the Great Hall and also to the Outdoor Patio. This space is to be key locked off and completely secure of the rest of the building via the use of doors and/or sliding and/or overhead security grilles.
- 8.2 Outfit Furnishings:
  - *Stainless Steel Service Countertops. Provide one double bowl deep work sink with pre-rinse faucet. Provide one separate single bowl hand wash only sink and faucet.*
  - *Plastic laminated cabinets with lockable doors and drawers*
  - *One Cash Register to be hard wired connected to reception office computer server.*
  - *One commercial grade stainless steel single glass door Reach-In Refrigerator with 23 cubic feet capacity.*
  - *One stainless steel 30" (762mm) self-cleaning Electric Induction Range.*
  - *One 48" (1.22m) long glass dry Bakery Display Case with rear access only.*
  - *One commercial grade undercounter dishwasher with built in water heat booster to ensure 180°F (82.2°C) final rinse sanitizing temperature.*
  - *One commercial grade 1000 watt Microwave Oven.*
  - *All equipment and installation to Food Safe and Health Authority Standards.*
- 8.3 Floor Finish: Slip Resistant Safety Resilient Sheet Floor to be medium impact resistant, durable and low maintenance for this medium traffic wet area.

- 8.4 Wall Finish: Final Finish to be medium impact resistant, durable and highly cleanable for this medium traffic wet area.

## 9.0 Lounge

- 9.1 The Lounge is to be a smaller gathering space for people waiting or meeting people.
- 9.2 Outfit Furnishings:
- *Provide commercial grade fixed tables and chairs to accommodate a minimum 20 adult people. Ensure all furniture is durable and easily cleaned.*
  - *Provide one gas or electric fire place with protective fixed glass*
  - *Provide one wall mounted 55" (1.4m) 4K Television hard wire connected to the internet and functioning with a local high speed internet and cable vision provider.*
- 9.3 Floor Finish: Commercial grade Carpet Tile, durable and low maintenance for this high traffic area.
- 9.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this high traffic area.

## 10.0 Multi-Purpose Meeting Room 1

- 10.1 Large sized multi-purpose room capable of holding lectures, classroom and workshop type furniture set-ups. Door access to be lockable from the rest of the facility. Provide lockable storage closet to house tables and chairs noted below.
- 10.2 Outfit Furnishings:
- *Commercial grade blow-molded plastic with metal frame folding tables and chairs to accommodate minimum 30 adult people.*
  - *Two wall mounted 48" (1.22m) x 96" (1.83m) aluminum framed Whiteboards with trays.*
  - *One pull-down projector screen for HDTV 16:9 format with minimum 120" (2.54m) diagonal size.*
  - *One minimum 9 foot (2.74m) long millwork counter with lockable doors and drawers. Provide one large stainless steel deep bowl sink and faucet.*
  - *Provide easy to operate commercial grade Audio/Visual Equipment for a lecture style set-up*
- 10.3 Floor Finish: Resilient Sheet Floor to be high impact resistant, durable and low maintenance for this medium traffic area.
- 10.4 Wall Finish: High impact resistant Ceramic Tile, durable and low maintenance for this medium traffic area.
- 10.5 Ceiling Finish: Exposed Ceilings or high quality suspended T-Bar Ceiling.
- 10.6 Lighting: Provide exterior natural light. Provide classroom grade level light fixtures at classroom light levels.

## 11.0 Multi-Purpose Meeting Room 2

- 11.1 Medium sized multi-purpose room capable of holding lectures, classroom and workshop type furniture set-ups. Door access to be lockable from the rest of the facility. Provide lockable storage closet to house tables and chairs noted below.
- 11.2 Outfit Furnishings:
- *Commercial grade blow-molded plastic with metal frame folding tables and chairs to accommodate minimum 20 adult people.*
  - *Two wall mounted 48" (1.22m) x 96" (1.83m) aluminum framed Whiteboards with trays.*
  - *One pull-down projector screen for HDTV 16:9 format with minimum 120" (2.54m) diagonal size.*

- *One minimum 9 foot (2.74m) long millwork counter with lockable doors and drawers. Provide one large stainless steel deep bowl sink and faucet.*
  - *Provide easy to operate commercial grade Audio/Visual Equipment for a lecture style set-up*
- 11.3 Floor Finish: Resilient Sheet Floor to be high impact resistant, durable and low maintenance for this medium traffic area.
- 11.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this medium traffic area.
- 11.5 Ceiling Finish: Exposed Ceilings or high quality suspended T-Bar Ceiling.
- 11.6 Lighting: Provide exterior natural light. Provide classroom grade level light fixtures at classroom light levels.

## 12.0 Multi-Purpose Meeting Room 3

- 12.1 Small sized multi-purpose room capable of holding lectures, classroom and workshop type furniture set-ups. Door access to be lockable from the rest of the facility. Provide lockable storage closet to house tables and chairs noted below.
- 12.2 Outfit Furnishings:
- *Commercial grade blow-molded plastic with metal frame folding tables and chairs to accommodate minimum 10 adult people.*
  - *One wall mounted 48" (1.22m) x 96" (1.83m) aluminum framed Whiteboards with trays.*
  - *One pull-down projector screen for HDTV 16:9 format with minimum 80" (2.03m) diagonal size.*
  - *Provide easy to operate commercial grade Audio/Visual Equipment for a lecture style set-up*
- 12.3 Floor Finish: Resilient Sheet Floor to be high impact resistant, durable and low maintenance for this medium traffic area.
- 12.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this medium traffic area.
- 12.5 Ceiling Finish: Exposed Ceilings or high quality suspended T-Bar Ceiling.
- 12.6 Lighting: Provide exterior natural light. Provide classroom grade level light fixtures at classroom light levels.

## 13.0 Indoor Fitness Studio

- 13.1 Large sized Fitness Studio capable of holding yoga, pilates, dance and martial arts type fitness classes for 24 people. Door access to be lockable from the rest of the facility. Provide lockable storage closet to house furnishings noted below. Provide easy direct access to move classes to the adjacent Outdoor Fitness Studio.
- 13.2 Outfit Furnishings:
- *Two wall mounted 48" (1.22m) x 96" (1.83m) aluminum framed Whiteboards with trays.*
  - *Wall mounted fountain Water Fountain located outside the door in hallway.*
  - *High Impact Wall Mirrors appropriate for fitness studio environment*
  - *Provide easy to operate commercial grade Audio/Visual Equipment for a lecture style set-up.*
- 13.3 Provide wall hung HC accessible water fountain in adjacent hallway outside of weight room
- 13.4 Floor Finish: Resilient Sheet Floor to be high impact resistant, durable and low maintenance for this medium traffic area.
- 13.5 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this medium traffic area.
- 13.6 Ceiling Finish: Exposed Ceilings or high quality suspended T-Bar Ceiling.

- 13.7 Lighting: Provide exterior natural light. Provide classroom grade level light fixtures at classroom light levels.

## 14.0 Outdoor Fitness Studio

- 14.1 Large sized covered Outdoor Fitness Studio capable of holding yoga, pilates, dance and martial arts type fitness classes for 18 people. Door access to be lockable from the rest of the facility. Provide easy direct access to the adjacent Indoor Fitness Studio.
- 14.2 Floor Finish: Cement Unit Pavers

## 15.0 Weight Room

- 15.1 Medium Sized Weight Room capable of holding 10 people simultaneously using workout equipment. Door access to be lockable from the rest of the facility.
- 15.2 Outfit Furnishings:
- *Two commercial grade Indoor Upright Bicycles*
  - *One commercial grade Indoor Recumbent Bicycle*
  - *Two commercial grade Walk/Run Tread Mills*
  - *One full set of commercial grade Free Weights and Adjustable Bench. Provide appropriate rack and storage unit.*
  - *One commercial grade Strength Machine for Lower Body*
  - *One commercial grade Strength Machine for Upper Body*
  - *Selection of associated work-out equipment like commercial grade scale, medicine ball, mats, etc.*
  - *High Impact Wall mirrors designed for weight room environment*
- 15.3 Provide wall hung HC accessible water fountain in adjacent hallway outside of weight room
- 15.4 *Floor Finish: 8mm Sheet Rubber Sport Floor to be high impact resistant, durable and low maintenance for this medium traffic area.*
- 15.5 Wall Finish: Final Finish to be high impact resistant, durable and highly cleanable for this medium traffic area.

## 16.0 Gymnasium / Assembly Space

- 16.1 Gymnasium to accommodate the following sport court dimensions as defined on the website: [www.courtdimensions.net](http://www.courtdimensions.net)
1. One Junior High School sized Basketball Court: 74ft (22.55m) x 42ft (12.80m) with minimum 5ft (1.525m) perimeter free zone clearance to walls.
  2. One Volleyball Court: 60ft (18.3 m) x 40ft (12.2)
  3. Two Badminton Courts: 44ft (13.4m) x 20ft (6.1m) each vertically clear of basketball nets.
  4. Court lines of each sport above to be clearly delineated and permanently displayed on the floor through the use of colours and line thickness.
  5. Minimum clear unrestricted height to any obstruction above the sport courts, like light fixtures, banners, sprinklers, structure, etc is 25ft (7.6m)
- 16.2 Gymnasium to accommodate minimum 100 seated people in a dining configuration.
- 16.3 Outfit furnishings:
- *Two steel framed wall supported fold away basketball backboards and nets provided and installed to junior high school game regulation standards. Provide 6 spare replacement rope nets.*
  - *One roll away volleyball game standard post and net system comes with in-floor flush socket sleeve/cover plates. Provide 3 spare replacement rope nets.*
  - *Two badminton game standard post and net system comes with in-floor flush*

- socket sleeve/cover plates. Provide 4 spare replacement rope nets.
  - Commercial grade blow-molded plastic with metal framed 30" (0.762m) x 60" (1.525m) rectangular folding tables to accommodate minimum 100 people.
  - Commercial grade blow-molded plastic with metal frame folding chairs to accommodate minimum 100 adult people.
  - Provide compatible table and chair caddy/truck for easy transport, storage and/or set up of the full number of tables and chair noted above.
  - Provide commercial grade indoor high impact gymnasium LED Scoreboard with remote scoreboard and timer.
- 16.4 Floor Finish: Second-and-better grade maple hardwood sport floor with low VOC and heavy-duty clear finish.
- 16.5 Wall Finish: Final Finish to be high impact, durable and low maintenance for this high impact area.
- 16.6 Light Fixtures: High Impact, full spectrum fixtures with protection cages.
- 16.7 Sound Attenuation: Provide high impact sound absorption baffles to reduce sound reverberation. Retain an Acoustical Engineer to design/layout the sound wave control to an acceptable level to ensure speech and music is intelligible, crowd noise is collapsed and coaches/teacher's voice instructions can be heard during games or practices.
- 16.8 Audio System: Provide audio system appropriate for this large gymnasium high impact space. Audio system must accept various audio inputs currently available like 1/8" Mini-Plug, 1/4" TRS, 3.5mm Optical Mini-Plug, RCA, TOSLINK, XLR, HDMI, WiFi, etc. Provide minimum 4 suspended high impact speaker cabinets suitable for gymnasium environment. Provide one professional wireless microphone system with 6 compatible microphones and charging stations. Audio System to be housed in lockable millwork in Gymnasium Storage Room. Remote Sound Control in lockable high impact recessed control panel outside the storage room door.
- 16.9 Visual System: Provide commercial grade high impact visual system with one electric motorized projector screen for HDTV 16:9 format with minimum 144" (3.66m) diagonal size.
- 16.10 Provide wall hung HC accessible water fountain in adjacent hallway outside of weight room
- 16.11 Visibility: Provide large high impact windows and door openings for patrons to easily look into and out of the Gymnasium from other public spaces in the building.
- 16.12 Natural Light: Allow natural light to fill the gymnasium. Ensure direct sunlight and glare does not affect the performance of any sports being played in the Gymnasium at any time of the year. Northern light is preferred.

## 17.0 Washrooms and Change Rooms

- 17.1 Washroom facilities (number of water closets and hand washing sinks) to accommodate minimum 125 males and 125 females as indicated in the latest BC Building Code. This would be an equivalent of three male water closets and five female water closets. Final occupant load to be determined as the final building design is approved. Provide minimum one separate HC accessible "Family Room" washroom with toilet, sink and baby change counter/table. Provide minimum one HC accessible washroom per floor.
- 17.2 Change Rooms facilities to accommodate 4 adult shower spaces in each male and female change room. One space to be HC accessible in each male and female change room.
- 17.3 Outfit Furnishings:
  - Half-Height Metal Pad-lock Lockers for 20 Males and 20 Females respectively.
  - Provide wood bench seating
  - Provide One electric high velocity Hand Dryer in each Washroom for every two hand washing sinks in washrooms. Ensure minimum one hand dryer per washroom.
  - Toilet Partitions to be Solid Coloured Reinforced Composite Material



- 17.4 Floor Finish: Slip Resistant Tile Flooring to be high impact resistant, durable and highly cleanable for this medium traffic wet area.
- 17.5 Wall Finish: Wall Tile to be medium high impact resistant, durable and highly cleanable for this medium traffic wet area.

## 18.0 Garbage / Recycling Room

- 18.1 Location to have easy, direct and appropriate access to the exterior for regular garbage and recycling pick-up.
- 18.2 Provide space to accommodate the following:
  - One commercial 6 Yard Front-End Garbage Container.
  - *Provide large 360 litre Recycling Bins for each of the following items:*
    - *Mixed Paper Products*
    - *Glass Bottles + Jars*
    - *Mixed Containers*
  - Hose Bib and Hose with Hand Sprayer
  - Floor Drain
- 18.3 Floor Finish: Sealed Harden Concrete Finish to be high impact resistant, durable and low maintenance for this semi-exterior wet area. Raised minimum 24" (600mm) high traffic coating membrane at all walls to allow for water hose spray-down of the floor.
- 18.4 Wall Finish: Final Finish to be high impact resistant, durable and low maintenance for this high traffic area.

## 19.0 Janitor and Storage Rooms

- 19.1 Janitor Room: Provide with precast floor mounted mop sink, 610mm x 610mm x 254mm (24" x 24" x 10") deep, and Integral Cast Brass Drain with stainless steel strainer 75 mm (3") outlet. The faucet shall be wall mounted, cast brass body, with metal handles, integral vacuum breaker, integral stops, hose end, pail hook and top brace. Provide a mechanically plumbed back flow preventer. Provide a floor drain. Provide bracket and 915 mm (3') hose with coupling, bumper Guards, 3 stainless steel mop hangers, drain gasket, connection for 75mm (3") pipe, stainless steel back splash panels, on two sides and 'p' Trap.  
*Provide plastic laminated open shelving.*  
Floor Finish: Slip Resistant Safety Resilient Sheet Floor to be medium impact resistant, durable and low maintenance for this medium traffic wet area.  
Wall Finish: Final Finish to be medium impact resistant, durable and highly cleanable for this medium traffic wet area.
- 19.2 Storage Room: Provide medium sized storage room adequate to house all un-fixed furniture in the Great Hall and Out-Door Patio, plus maintenance items and supplies. Location to be in close proximity to the Great Hall.

## 20.0 Material Standards

- 20.1 Millwork: All materials workmanship and equipment shall conform to the architectural woodwork specifications as set forth in the Quality Standards for the Architectural Woodwork Manufacturers Association of Canada (AWMAC), latest edition. Upon completion of the work, furnish the end user group with a two year AWMAC Guarantee Certificate. All inspection costs to be within the cost of construction.  
Where possible, wood products are recommended to be certified according to the requirements of one of the four internationally recognized third-party audited certification systems: Forest Stewardship Council (FSC), CSA CAN/CSA Z809-08, Sustainable Forestry Initiative (SFI), Program for Endorsement of Forest Certification Systems (PEFC) or other product programs mutually recognized by PEFC.

- 20.2 Exterior Wall Cladding: The choice of exterior finishes should consider minimizing capital, maintenance and replacement costs without compromising the performance of the building envelope, comfort of the end user group / staff and a modest architectural expression. It is recommended that all exterior wall cladding be designed with a rainscreen or a drained cavity system. Acceptable exterior finishes include:
- Poured-In-Place Architectural Concrete
  - Masonry Units
  - Metal Wall Panels
  - Fibre-Cement Wall Panels
  - Exposed Wood.
- 20.3 Roof: Roofing design and installation shall meet the requirements of and provide a written 5 year Guarantee Certificate of the Roofing Contractors Association of BC. Independent inspection agency costs are to be included within the cost of construction. The roof of the building should be designed to capture rain water and direct it to holding tanks for use in irrigation.
- 20.4 Interior Wood Doors: Solid Core Flush Face Maple Veneer Wood Doors to CAN/CSA-O132.2 Series-90 standards. Ensure Solid Maple Door Edges to match door face. Finish Coating to be clear finish. All doors will have a minimum leaf width of 3'-0" (914mm).
- 20.5 Interior Aluminum Framed Storefront Door and Window Frames: Minimum acceptable product standard to meet or exceed Tri-Fab VG 450 by Kawneer Company Canada Limited. Finish coating to meet or exceed Architectural Class 1 Anodized Aluminum Finish.
- 20.6 Door Hardware: Minimum commercial grade quality to meet or exceed Sargent 8200 mortise locksets, Sargent 351 closers and Sargent 80 series exit devices with concealed rods. All hardware to be HC accessible with lever handles.
- 20.7 Exterior Windows and Doors: Provide windows that open for natural ventilation. Glazed Aluminum Curtain Wall and Operating Vents Systems conforming to CAN/CSA-A440 Series -00. Minimum acceptable product standard to meet or exceed 1600UT Wall System Curtain Wall c/w AA-6400 Window Operating Vents by Kawneer Company Canada Limited. Finish coating to meet or exceed Architectural Class 1 Anodized Aluminum Finish. Exterior Glazing to meet or exceed U-Value = 0.25; Shading Coefficient = 0.44; SHGC = 0.39
- 20.8 Gypsum Wall Board: Abuse Resistant Gypsum Board: to ASTM C1629, Type X for use in lieu of standard drywall.
- 20.9 Resilient Flooring: Flooring products must contribute to LEED® Canada and FloorScore® indoor air emissions criteria where applicable. The long term maintenance of the products must be considered. It is required to have a very low maintenance floor product, with a long life expectancy and no wax finishes required while maintaining an even luster for the life of the product.
- 20.10 Painting: Paint finishes shall be low odor and low VOC. Provide MPI specified products. Provide local MPI Accredited Quality Assurance Association's two year guarantee. MPI inspection costs to be provided in the construction.
- 20.11 Building Signage: Provide signage in accordance with the requirements of the latest BC Building Code and authorities having jurisdiction. Locations: Building name and address, building entrance, meeting/fitness/weight rooms, service rooms, exit stairs, fire safety and exit route, project entry road signs, direction to exit in stairwells, floor number in stairwell, public washrooms and other rooms required by UEL, BC Building Code and local authorities. All signage to be of commercial grade quality.
- 20.12 *Washroom Accessories: Provide commercial grade washroom accessories as required by the latest BC Building Code, which shall include the following:*
- *Paper Towel Dispensers*
  - *Soap Dispensers*
  - *Toilet Tissue Dispensers*
  - *Robe Hooks*
  - *Mirrors*



- *Towel Grab Bars*
  - *Grab Bars*
  - *Female Napkin Disposal*
  - *Folding Diaper Table*
  - *High Velocity Electric Hand Dryers*
- 20.13 Elevator: One Machine Room-Less Elevator should be located in a location that compliments the function and traffic flow of the building.

Elevator size shall be of minimum dimensions to provide access for persons with disabilities and to accommodate a mobile stretcher in the prone position or as otherwise required by the governing codes and regulations. A standard 1600 kg (3500 lb) passenger elevator with internal dimensions no less than 2032 mm (80") wide by 1650 mm (65") deep. Elevator shall be equipped with Firefighter's Emergency Operation Phase I & II as defined by the B44 Elevator Safety Code and as a minimum regardless of whether these features are required by the latest BC Building Code or not. Provide automatic recall, alternate floor recall, machine room smoke sensor recall and recall by hoistway or pit fire detectors (if applicable) all in accordance with the B44 Elevator Safety Code.

## 21.0 Mechanical

- 21.1 Heating, ventilation and cooling systems shall be designed to use 26% less energy than required by ASHRAE 90.1-2010.
- 21.2 Provide water efficient plumbing fixtures including low flow shower heads and faucets and high efficiency flush-valve water closets.

## 22.0 Electrical

- 22.1 Sustainable, Energy Efficient, Green and LEED® strategies are fundamental design strategies to be implemented in the project. The project shall be designed in accordance with the specific requirements of available incentive programs such as BC Hydro's Power Smart Program. Measures shall be implemented to reduce energy consumption in association with the requirements of LEED® Gold. Control systems shall be installed to reduce energy consumption and shall include measures beyond the mandated requirements. Whenever practical utilize lighting controls like occupancy sensors, vacancy sensors, day lighting sensors etc.
- 22.2 Interior Lighting: Adequate illumination must be provided in all areas to levels as recommended by IESNA. Lighting power densities must conform to the requirements of current editions of ASHRAE 90.1, NRCC 54435 "National Energy Code of Canada for Buildings" and other applicable Federal, Provincial & Municipal regulations. Provide lighting control zones in accordance with current CBC, current edition of ASHRAE 90.1, and comply with LEED® requirements for perimeter and non-perimeter spaces as needed by LEED® credits. Lighting specification must include consideration for standardization of lamps, ballasts and other luminaire components to reduce maintenance requirements, standardize components, and ease maintenance programs. Lamp types shall be minimized for maintenance ease.
- 22.3 Exterior Lighting: Provide Exterior Lighting to circulation routes, stairs, ramps and outdoor amenity areas to at least 100 lx at ground level. Provide photo sensors for exterior building and primary walkway lighting to reduce electrical power consumption. Exterior light fixtures should be energy efficient and low maintenance and should not create shadows, excessive glare, light pollution, upwards aiming light or direct lighting into adjacent buildings.

## 23.0 Security

- 23.1 The owner shall review security issues at the design development stage and incorporate cost effective security systems, subject to review by the UEL. The technical requirements for these systems shall be identified during the design stage to allow for coordination and inclusion in the contractual documents.  
Security measures may include access door control systems, surveillance CCTV systems and security alarms, based on a threat and risk assessment for this project type.
- 23.2 Door Access System: Commercial grade hardwired system using compatible FOBs and HID Cards for door access which can be controlled and programmable from one computer station at the reception area. All locking exterior and interior doors in this building to be controlled. Ensure key override feature on all doors.
- 23.3 *CCTV System: Commercial grade hardwired system utilizing high definition cameras controlled with software from one computer station and DVR located at the reception/office area. Provide sufficient number of cameras to fully monitor all public spaces inside and outside the building including:*
- Entrance
  - Lobby / Reception
  - Great Hall
  - Lounge
  - Server
  - Gymnasium
  - All Interior Corridors
  - All Exterior Doors (from inside and outside)
  - All Exterior Spaces within 10 feet (3.05m) of the building.

## **24.0 Temporary Marketing Centre**

- 24.1 Subject to agreement between the UEL and the Owner, a portion of the Community Centre may be utilized as a development marketing and sales centre. Once the marketing use is complete, the temporary space will be retrofitted by the Owner to the standards of the Community Centre.

## **25.0 Value of Furniture, Fixtures and Equipment**

- 25.1 The value of furniture, fixtures and equipment identified in this report in *italics* are fixed at \$420,000 and this amount will be subject to inflation as measured by the Consumer Price Index from when the Bylaw comes into force to the Substantial Completion of the Community Centre.
- 25.2 Provide for a process of deficiency completion and warranty transfer and commissioning prior to Substantial Completion of the Community Centre.