
PART 2 - TERMS OF INSTRUMENT

**AFFORDABLE HOUSING AGREEMENT, SECTION 219 COVENANT AND RENT CHARGE,
INDEMNITY, OPTION TO PURCHASE, AND RIGHT OF FIRST REFUSAL**

THIS AGREEMENT dated for reference the of , 2022 is

BETWEEN:

TOFINO HOUSING CORPORATION, Inc., 121 Third Street, PO Box 9, Tofino, B.C., V0R 2Z0

(the "Owner")

AND:

DISTRICT OF TOFINO, 121 Third Street, PO Box 9, Tofino, B.C., V0R 2Z0

(the "District")

WHEREAS:

- A. The Owner is the registered owner of the Land (as hereinafter defined);
- B. Pursuant to section 483 of the *Local Government Act*, the District may, by bylaw, enter into a housing agreement, which agreement may include terms and conditions agreed to by the District and the owner regarding the occupancy of the housing units identified in the agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the District in respect of the use of land or construction on land;
- D. The Owner and the District wish to enter into this Agreement to provide for restricted affordable housing on the terms and conditions set out in this Agreement, and this Agreement is both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;

THIS AGREEMENT is evidence that, in consideration of the mutual promises contained herein and the payment of \$1.00 by the District to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), the parties agree as follows:

PART I – DEFINITIONS

- 1. In this Agreement, the following words have the following meanings:
 - (a) "Affordable Housing Unit" means the building on or to be constructed on the Land as required by this Agreement, including Principle Dwelling Unit and the Secondary Suite;

- (b) “Anniversary Date” means the date 12 months after the Affordable Housing Unit received its occupancy permit from the District of Tofino, and each successive 12 month anniversary date thereafter.
- (c) “Bona Fide Offer” means an offer to purchase the Owner’s Interest in the Affordable Housing Unit:
- (i) in writing;
 - (ii) signed by an Outside Offeror (as hereinafter defined);
 - (iii) in a form legally enforceable against the Outside Offeror and subject to no conditions except subject to financing (if required by the Outside Offeror) and except for the District’s Subject (as hereinafter defined);
 - (iv) providing for a deposit of not less than five percent (5%) of the proposed purchase price within seventy two (72) hours of the removal or waiver of the District’s Subject;
 - (v) for a purchase price that does not exceed the Maximum Price, Resale (as hereinafter defined) but may be less than the Maximum Price, Resale;
 - (vi) providing that if the District does not exercise its RFR as set forth in this Agreement, the Outside Offeror will grant to the District a right of first refusal and option to purchase the Affordable Housing Unit upon the same terms and conditions as are set forth in this Agreement;
 - (vii) providing that the Outside Offeror will not assign or transfer the contract for the purchase of the Affordable Housing Unit;
 - (viii) confirming that the Outside Offeror has read and understood the terms of this Agreement and all other charges in favour of the District that are registered in the LTO against the Land and that the Outside Offeror agrees to be bound by the owner’s obligations pursuant to such charges;
- (d) “Business Day” means Monday to Friday inclusive except for those excluded days declared by lawful authority as statutory holidays, and excluding any day that the LTO is not open for business;
- (e) “CCPI” means the Core Consumer Price Index for Canada published from time to time by the Bank of Canada or its successor in function;
- (f) “Change in CCPI” means the percentage change (positive or negative) between:
- (i) the CCPI applicable on the date of registration of the Previous Sale (as hereinafter defined); and
 - (ii) the CCPI applicable on the date of execution by the Owner and the purchaser of a contract of purchase and sale relating to the next transfer of the Affordable Housing Unit following the Previous Sale;

except that for the first resale of the Affordable Housing Unit, by the first purchaser to the second purchaser, the CCPI applicable under clause (i) above will be the CCPI in effect on the date the first purchaser signed a contract of purchase and sale in respect of the Affordable Housing Unit;

(g) "Daily Amount" means \$600.00 per day as of December 2021 adjusted thereafter by an amount determined by multiplying \$600.00 by the percentage change in the CCPI since December 31, 2021 to January 1 of the date of the breach of this Agreement to which the Daily Amount relates;

(h) "Dispose" means to transfer by any method, and includes assign, give, sell, grant, charge, convey, bequeath, devise, divest, and agree to do any of those things;

(i) "District's Subject" means the following clauses:

"The obligation of the seller to complete the transaction contemplated herein is subject to the following (the "Seller's Conditions"):

- i. the seller notifying the buyer in writing not later than _____ that the District of Tofino (the "District") has approved the terms of the sale of the Land to the buyer and that the District has decided not to exercise its Option to Purchase the Land or its right to purchase the Land under its Right of First Refusal with respect to this transaction only; and
- ii. the seller notifying the buyer in writing no later than _____ that the District has confirmed the buyer's eligibility to own the Land.

The Seller's Conditions are for the sole benefit of the seller and may be satisfied by the seller by notice in writing to the buyer. If the Seller's Conditions are not satisfied on or before the date specified for their removal, this agreement will be automatically terminated, the deposit will be returned to the buyer, and neither party will have any further obligation to the other under this agreement.";

(j) "Full-time" means an average of at least 26 hours per week, year-round, and in the case of self-employment, means employment from which an individual earns at least 90% of his or her annual income

(k) "Efforts to Sell" means the best efforts of the Lender (as hereinafter defined), as Owner, to sell the Affordable Housing Unit using all reasonable means, including listing the Affordable Housing Unit for sale with a licensed real estate agent, advertising the Affordable Housing Unit for sale in the local newspapers, and offering to sell the Affordable Housing Unit to the District on the following terms:

- (i) specifying in a written notice that it is offering to sell the Affordable Housing Unit to the District in accordance with section 43 of this Agreement;
- (ii) giving the District the exclusive right, for fifteen (15) Business Days from the date on which the District receives the notice from the Lender, as Owner, pursuant to section 42 of this Agreement, to give a written notice to the Lender, as

Owner, agreeing to purchase the Affordable Housing Unit for the purchase price which does not exceed the Maximum Price, Resale, and otherwise on the terms that are set out in Part X of this Agreement;

- (l) "General Instrument" means the Form C under the Land Title (Transfer Forms) Regulation, as amended, and all schedules and addenda to the Form C charging the Land and attaching this Agreement;
- (m) "Gross Floor Area" means the habitable gross floor area of each Affordable Housing Unit and includes enclosed sunrooms but does not include crawl spaces, open patios, open balconies, or parking spaces. If the Affordable Housing Unit is a strata lot as defined by the *Strata Property Act*, the gross floor area measurements will be based on the gross floor area shown corresponding to the Affordable Housing Unit on the strata plan filed in the LTO (as hereinafter defined) in respect of the Land. If the Affordable Housing Unit is not a strata lot as defined in the *Strata Property Act*, the gross floor area measurements will be made in accordance with the procedure for determining gross floor area set out in the *Strata Property Act* as if the Affordable Housing Unit were a strata lot;
- (n) "Interest" means the property interest of the Owner in the Affordable Housing Unit;
- (o) "Land" means the land located at _____ and legally described as Strata Lot _____, (PID: _____);
- (p) "Lender" means a mortgagee that is a bank or other financial institution established or regulated under any enactment of British Columbia or Canada, or a receiver or receiver-manager acting on behalf of such mortgagee;
- (q) "LTO" means the Victoria Land Title Office or its successor;
- (r) "Maximum Price, Resale" means the Previous Sale Price (as hereinafter defined) plus the product of the Previous Sale Price multiplied by the Change in CCPI. Where the Change in CCPI is negative or cannot be determined, the Maximum Price, Resale shall be the Previous Sale Price. The sample calculations set out in Schedule A attached hereto shall be used for the purpose of interpreting this definition of "Maximum Price, Resale";
- (s) "Option" means the option to purchase granted in Part IX;
- (t) "Original Rent" means \$2500
- (u) "Outside Offeror" means a purchaser or prospective purchaser of the Affordable Housing Unit who deals at arm's-length with the Owner of the Affordable Housing Unit and who is eligible to purchase the Affordable Housing Unit under this Agreement;
- (v) "Previous Sale" means the most recent transfer of the Affordable Housing Unit;
- (w) "Previous Sale Price" means the Sale Price of the Previous Sale, with the first "Previous Sale" being the initial sale of the Affordable Housing Unit by the Tofino Housing Corporation following the execution and registration of this Agreement at a Sale Price of \$ 733,950.

- (x) “Principle Dwelling Unit” means the residential dwelling unit comprising the upper two floors of the building located on the Land and a ground floor entrance, but not including the Secondary Suite located on the ground floor.
- (y) “Qualified Person” means an individual who can demonstrate to the satisfaction of the District that:
 - (i) his or her current permanent residence has been in the Alberni Clayoquot Regional District for a minimum of 24 out of the previous 36 months;
 - (ii) he or she has worked Full-Time for more than one (1) year with a business or institution within the District of Tofino; or Island Health; or for Parks Canada at Pacific Rim National Park; or at a BC Park within 50 kilometres of the District of Tofino, provided the business or institution holds, if required, a valid business license from the District of Tofino; and
 - (iii) he, she, or his or her spouse or common law partner does not own, either directly or indirectly through a trust, business asset, or otherwise, any interest in real property anywhere in the world, from the time that such person applies for the Affordable Housing Unit until such person completes the purchase of the Affordable Housing Unit;
- (z) “RFR” means the right of first refusal granted in Part VIII;
- (aa) “Sale price” or “Purchase price” means the gross sale price of an Interest sold, plus any goods and services tax paid, and including any fee paid to obtain home warranty insurance under the *Homeowner Protection Act*, but without adjustment for rent, strata fees, property taxes, utilities, real estate commission, and other usual adjustments between vendors and purchasers;
- (bb) “Secondary Suite” means the secondary rental dwelling unit located on the ground floor of the building on the Land.
- (cc) “Subdivide” means to divide, apportion, consolidate, or subdivide the Land, or the ownership or right to possession or occupation of the Land into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization, or development of “cooperative units” or “shared interests in land” as defined in the *Real Estate Development Marketing Act*;
- (dd) “Tenancy Agreement” means a tenancy agreement, lease, license, or other agreement granting rights to occupy the Affordable Housing Unit or Secondary Suite;
- (ee) “Tenant” means an occupant of an Affordable Housing Unit by way of a Tenancy Agreement.

PART II – USE OF LAND AND CONSTRUCTION OF AFFORDABLE HOUSING UNITS

2. The Owner covenants and agrees with the District that:

- (a) the Land will only be used for, and the Owner shall construct on the Land, a single three storey residential building containing a Principle Dwelling Unit, measuring a minimum of 1200 square feet, and a Secondary Suite, measuring a minimum of 500 square feet;
- (b) the Owner will design and construct the Affordable Housing Unit to completion in accordance with, firstly, District of Tofino Building Bylaw No. 1256, 2019, as amended or replaced from time to time.
- (c) the Owner will at all times ensure that the Land is used and occupied in compliance with all statutes, laws, regulations, and orders of any authority having jurisdiction and without limiting the generality of the foregoing all bylaws of the District and all federal, provincial, municipal, or local laws, statutes, or ordinances relating to environmental matters, including all rules, regulations, policies, guidelines, criteria, or the like promulgated under or pursuant to any such laws; and
- (d) the Owner will do everything necessary, at the Owner's expense, to ensure that this Agreement will be registered against title to the Land in priority to all charges and encumbrances which may have been registered or are pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.

PART III – USE AND OCCUPANCY OF AFFORDABLE HOUSING UNITS

- 3. The Owner agrees that the Affordable Housing Unit may only be owned and used as a permanent residence occupied by one or more Qualified Persons, and the Affordable Housing Unit may also be used as a permanent residence occupied by one or more additional persons who are not Qualified Persons but who are residing with the Qualified Person(s) in a single domestic unit and related by blood, marriage, adoption, common law marriage, or foster parenthood, or cohabitating with them in an opposite sex or same sex spousal relationship. The Owner further agrees that the number of Qualified Persons who permanently reside in the Affordable Housing Unit must be equal to or less than the number of Qualified Persons that the District's building inspector determines can reside in the Affordable Housing Unit given the number and size of bedrooms in the Affordable Housing Unit and in light of any relevant standards set by the District in any bylaws of the District.
- 4. The Owner will ensure that the Affordable Housing Unit is continuously used and occupied as set out in sections 3 and 15. Notwithstanding sections 3 and 15, the Owner of the Affordable Housing Unit must occupy the unit as their primary residence and must not rent the Principle Dwelling Unit for more than one period, not to exceed 12 months, every 5 calendar years. An Owner who wishes to rent the Principal Dwelling Unit for an additional period during a 5 calendar year span or wishes to rent the Principle Dwelling Unit for more than 12 months, may apply for an exception from the Tofino Housing Corporation Board, its successor, or if neither exists, the District.
- 5. Notwithstanding anything to the contrary contained in this Agreement, if a potential tenant for the Principal Dwelling Unit is not a Qualified Person as herein defined and is not

otherwise permitted to reside in the Affordable Housing Unit pursuant to section 3, but has satisfied the District as to the appropriateness of its tenancy in the Affordable Housing Unit and received such approval from the District in writing, then the Owner may rent the Principle Dwelling Unit to such potential tenant provided that the Principal Dwelling Unit is rented or leased in accordance with all other requirements of this Agreement.

6. Within three (3) days after receiving notice from the District, the Owner will in respect of the Affordable Housing Unit, deliver, or cause to be delivered, to the District a statutory declaration, substantially in the form attached as Schedule B, sworn by the Owner, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of the Affordable Housing Unit no more than four (4) times in any calendar year. The Owner hereby irrevocably authorizes the District to make such inquiries as it considers necessary and reasonable in order to confirm that the Owner is complying with this Agreement, and irrevocably authorizes and directs the recipient, including but not limited to the provincial issuing authority for drivers licenses, of the request for information from the District to provide such information to the District.
7. If the Owner cannot comply with the occupancy requirements for the Affordable Housing Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Affordable Housing Unit on terms acceptable to the District, but no such request may be made later than thirty (30) days after the District has delivered to the Owner a notice of breach of this Agreement under Part XII herein. The Owner must deliver the request in writing in accordance with section 59 of this Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the occupancy requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

PART IV – USE AND OCCUPANCY OF THE SECONDARY SUITE

8. Despite the rest of this Agreement, including Part III and section 15, the Secondary Suite can be rented, but shall only be rented as a fixed-tenancy for a minimum fixed term of four months or a monthly periodic tenancy under a Tenancy Agreement in accordance with the requirements of the *Residential Tenancy Act*.

PART V – DISPOSITION AND ACQUISITION OF AFFORDABLE HOUSING UNITS

9. The Owner will not sell or transfer the Affordable Housing Unit or his or her interest in the Affordable Housing Unit except to a Qualified Person and except in accordance with the terms and conditions set out in this Agreement and the resale policies of the District.
10. If the Owner cannot comply with the disposition requirements for the Affordable Housing Unit for reasons of hardship, the Owner may request that the District alter the Owner's obligations with respect to that Affordable Housing Unit on terms acceptable to the District. The Owner must deliver the request in writing in accordance with section 59 of this

Agreement. The request must set out the circumstances of the hardship involved and the reasons why the Owner cannot comply with the disposition requirements, and must describe the hardship to the Owner that compliance would cause. The Owner agrees that the District is under no obligation to grant any relief, and may proceed with its remedies under this Agreement and at law and in equity, despite the Owner's request or the hardship involved, and the Owner agrees that relief, if any, is to be determined by the District in its sole discretion.

11. Without limiting the preceding section, the Owner will not sell or transfer the Affordable Housing Unit other than to the District or to an Outside Offeror pursuant to a Bona Fide Offer.
12. The Owner will not sell, or accept any offer to purchase, the Interest in the Affordable Housing Unit, for a Purchase price exceeding the Maximum Price, Resale.
13. The Owner will not permit the Interest in the Affordable Housing Unit to be disposed of by sublease or assignment of a Tenancy Agreement unless such subletting or assignment is done in compliance with this Agreement.
14. The Owner will give prior written notice of this Agreement to any person to whom it proposes to Dispose of an Interest in the Affordable Housing Unit.
15. The Owner must not rent or lease the Principle Dwelling Unit except to a Qualified Person in accordance with section 3 and except in accordance with the following additional conditions:
 - (a) the Principle Dwelling Unit will be used or occupied only pursuant to a Tenancy Agreement;
 - (b) the monthly rent payable for the Principle Dwelling Unit will not exceed the Original Rent. Subject always to the *Residential Tenancy Act*, the Owner may increase the rent payable for the Principle Dwelling Unit annually on each successive Anniversary Date, by an amount determined by multiplying the Original Rent for the Affordable Housing Unit at the time of the proposed rent increase by the percentage change in the CCPI since the last anniversary date;
 - (c) the Owner will not require the Tenant to pay any extra charges or fees for use of any common property, limited common property, or other common area, or for sanitary sewer, storm sewer, water utilities, or property taxes. For clarity, this section does not apply to cablevision, telephone, Internet, gas utility, or electric utility fees or charges;
 - (d) the Owner will attach a copy of this Agreement to the Tenancy Agreement;
 - (e) the Owner will include in the Tenancy Agreement a clause requiring the Tenant to comply with the use and occupancy restrictions contained in Part III of this Agreement;
 - (f) the Owner will include in the Tenancy Agreement a clause entitling the Owner to terminate the Tenancy Agreement in accordance with the *Residential Tenancy Act* if the Tenant uses or occupies, or allows use or occupation of, the Affordable Housing Unit in breach of the use and occupancy restrictions contained in this Agreement;

- (g) the Tenancy Agreement will identify all occupants of the Principle Dwelling Unit, and will stipulate that anyone not identified in the Tenancy Agreement will be prohibited from residing at the Affordable Housing Unit for more than seven (7) consecutive days or more than a total of fifteen (15) days in any calendar year;
 - (h) the Tenancy Agreement will provide for termination of the Tenancy Agreement by the Owner in situations where the Principle Dwelling Unit is occupied by more than the number of people the District's building inspector determines can reside in the Principle Dwelling Unit given the number of size of bedrooms in the Principle Dwelling Unit and in light of any relevant standards set by District bylaw;
 - (i) the Tenancy Agreement will provide that the Owner will have the right, at the Owner's option, to terminate the Tenancy Agreement should the Tenant remain absent from the Principle Dwelling Unit for three (3) consecutive months or longer, notwithstanding the timely payment of rent;
 - (j) the Tenancy Agreement will provide that the Tenant will not sublease the Principle Dwelling Unit or assign the Tenancy Agreement; and
 - (k) the Owner will deliver a copy of the Tenancy Agreement to the District upon demand.
16. The Owner will terminate the Tenancy Agreement where the Tenant uses or occupies, or allows use or occupation of the Principle Dwelling Unit in breach of this Agreement, such termination to be in accordance with the terms of the Tenancy Agreement and the *Residential Tenancy Act*.
17. The District may, in its sole discretion, provide written consent to the Owner from time to time to do something that is otherwise not permitted under this Agreement, on such terms and conditions as the District considers desirable.
18. The Owner will be solely responsible for screening Tenants to determine whether or not they qualify to occupy the Affordable Housing Unit in accordance with this Agreement.
19. Upon notice from the executor of the Owner's estate, the District may, in its sole discretion, waive the RFR and the Option and consent to a transfer of the Affordable Housing Unit to the children of the deceased Owner, provided that the children of the deceased Owner are of legal age, employed in Tofino, and plan to reside in the unit as their primary residence. If the children of the deceased Owner own market real estate, they must agree to sell the market real estate within six (6) months of taking the ownership of the Affordable Housing Unit.

The Affordable Housing Unit cannot be transferred to an Owner's beneficiary under the age of 19. If the Owner's child or children are not yet of legal age, another family member or legal guardian may reside in the Affordable Housing Unit with the child or children until the child or children reach legal age.

Where an executor is holding title to an Affordable Housing Unit in trust, not living or intending to live in the Affordable Housing Unit with the child or children, and waiting for the Owner's beneficiary of the estate to come of age to inherit for the beneficiary's own use

as their primary residence, the owner occupancy requirements set out in section 3 will be waived until the Owner's beneficiary is 19 years of age, provided the Affordable Housing Unit is rented by Qualified Persons.

20. If an Owner's child is of legal age, employed in Tofino, does not own other real estate and plans to occupy the Affordable Housing Unit as a primary residence, the Owner can add the name of the child on title of the Affordable Housing Unit or can transfer the title entirely into the child's name. Title cannot be transferred into a trust.

PART VI – CAPITAL IMPROVEMENTS

21. If the Owner has made capital improvements to the Affordable Housing Unit that required the issuance of a building permit by the District, then the District may, in its sole discretion, determine the permitted increase, if any, in the sale price. For greater certainty, the District will not permit any increase in the sale price for improvements that have been made without a building permit issued by the District.

PART VII – DEMOLITION OF AFFORDABLE HOUSING UNIT

22. The Owner will not demolish the Affordable Housing Unit unless:
- (a) the Owner has obtained the written opinion of a professional engineer or architect who is at arm's length to the Owner that it is no longer reasonable or practical to repair or replace any structural component of the Affordable Housing Unit, and the Owner has delivered to the District a copy of that report;
 - (b) the Affordable Housing Unit is damaged or destroyed, to the extent of forty percent (40%) or more of its value above its foundations, as determined by the District in its sole discretion; and
 - (c) a demolition permit for the Affordable Housing Unit has been issued by the District and the Affordable Housing Unit is demolished under that permit.

Following demolition of the Affordable Housing Unit, the Owner will use and occupy the replacement Affordable Housing Unit in compliance with this Agreement, and section 2 of this Agreement will apply to the construction of the replacement Affordable Housing Unit to the same extent and in the same manner as those sections apply to the construction of the original Affordable Housing Unit, and the replacement Affordable Housing Unit must be approved in writing by the District, acting reasonably as a local government, as an Affordable Housing Unit.

PART VIII– RIGHT OF FIRST REFUSAL

23. The Owner covenants and agrees as follows:
- (a) the Owner will not Dispose of the Affordable Housing Unit for any consideration not consisting entirely of lawful money of Canada;
 - (b) if the Owner receives an offer to purchase the Affordable Housing Unit (the "Offer") which the Owner is willing to accept, then the Owner must offer to sell the Affordable Housing Unit to the District on the terms that are set out in Part X of this Agreement, by giving to the District a notice in writing (the "Notice"), in the

manner set out in section 59 for the giving of notices, attached to a copy of the Offer. The District will have the exclusive right for fifteen (15) Business Days (the "Election Period") from the date on which the District receives from the Owner the Notice and a copy of the Offer within which to notify the Owner that the District is exercising the RFR and the District has elected to purchase the Affordable Housing Unit on the terms set out in Part X of this Agreement. The Owner agrees that the District's Election Period will not start to run until the Owner gives to the District notice of the Offer;

- (c) if the District wishes to exercise this RFR, the District will give the Owner written notice of such exercise on or before the end of the Election Period;
- (d) if the District does not exercise this RFR with respect to a specific Offer, the District's rights under this RFR with respect to the particular Offer will be waived, but only if the Offer is a Bona Fide Offer and only if the terms of sale between the Outside Offeror and the Owner are in strict compliance with the terms stated in the Bona Fide Offer, and only if the Owner complies with the following requirements:
 - (i) the Owner delivers to the District, within five (5) Business Days after the expiry of the Election Period, written proof, satisfactory to the District, in its sole discretion, that the purchaser is an Outside Offeror, and that the Outside Offeror agrees to be bound by all the agreements in favour of the District which affect the Affordable Housing Unit;
 - (ii) the Owner does not remove the second part of the District's Subject until such time as the District informs the Owner that it is satisfied with the information provided pursuant to subsection (i) herein;
 - (iii) at least five (5) Business Days before completion of the sale pursuant to the Bona Fide Offer the Owner delivers to the District the following:
 - (A) written proof, satisfactory to the District, in its sole discretion, that the purchase price payable under the Bona Fide Offer does not exceed the Maximum Price, Resale;
 - (B) a Form C duly authorized by the Outside Offeror granting to the District an option to purchase and a right of first refusal to purchase the Affordable Housing Unit (the "New Form C") on substantially the same terms as set out in Parts VIII, IX, and X of this Agreement, with such amendments as the District may reasonably require;
 - (C) a discharge of the RFR and Option in this Agreement (the "Discharge") for execution by the District;
 - (D) undertakings from the solicitor or notary for the Outside Offeror (the "Legal Representative") on terms satisfactory to the District, including that:
 - a. the Legal Representative will register the Discharge only if it is done concurrently with the registration of the New Form C;

- b. the Legal Representative will ensure that the New Form C is registered against title to the Affordable Housing Unit in priority to all mortgages and other financial liens, charges, and encumbrances, except for those in favour of the District or approved in writing by the District;
 - c. forthwith after registration of the New Form C, provide to the District copies of the Discharge and the New Form C with registration particulars endorsed thereon, and a copy of the State of Title Certificate for the Land confirming registration of the New Form C; and
- (E) a copy of the vendor's statement of adjustments for the Affordable Housing Unit certified to be true by the Legal Representative; and
- (iv) upon request by the District, the Owner delivers to the District such further evidence as the District may reasonably require to confirm the purchase price of the Affordable Housing Unit, and to confirm that the Outside Offeror has granted to the District an option to purchase and a right of first refusal to purchase the Affordable Housing Unit.

PART IX– OPTION TO PURCHASE

- 24. The Owner hereby grants to the District the sole and exclusive irrevocable option to purchase the Affordable Housing Unit on the terms of this Agreement.
- 25. Subject to the following section, the Option may be exercised by or on behalf of the District at any time by the District giving written notice to the Owner in the manner set out in section 59 of this Agreement for the giving of notices.
- 26. The Option may only be exercised by the District in the event the Owner has breached any of the Owner's obligations contained in this Agreement, or upon the Owner advising the District in writing of its intention to transfer or sell the Affordable Housing Unit.
- 27. If the District exercises the Option, this Agreement will become a binding agreement for the purchase and sale of the Affordable Housing Unit, which shall be completed upon the terms and conditions contained in this Agreement.

PART X – TERMS OF PURCHASE AND SALE

- 28. Subject to adjustments as provided in this Agreement, the purchase price for the Affordable Housing Unit (the "Purchase Price") is the lesser of:
 - (a) the purchase price set out in the Bona Fide Offer (if any); and
 - (b) the Maximum Price, Resale.
- 29. The purchase of the Affordable Housing Unit by the District will be completed on the date chosen by the District (the "Completion Date"), such date to be not later than thirty (30) Business Days after the District gives to the Owner its notice of intention to exercise the Option or after the District gives to the Owner its notice of exercise of the RFR.

30. On the Completion Date, the Owner will convey the Affordable Housing Unit to the District subject to the registered charges on title to the Affordable Housing Unit at the time of registration of this Agreement, and free and clear of all mortgages and other financial liens, charges, and encumbrances (the "Permitted Encumbrances"), provided that the Owner is entitled to use the Purchase Price to discharge any mortgage registered against title to the Affordable Housing Unit.
31. Following payment of the adjusted Purchase Price to the Owner on the Completion Date, the Owner will give vacant possession of the Affordable Housing Unit to the District, subject only to the existing tenancies in favour of Qualified Persons permitted by this Agreement.
32. All adjustments, both incoming and outgoing, in connection with the purchase and sale of the Affordable Housing Unit, including adjustments of taxes, rates, rents, security deposits, strata fees, and other matters usually the subject of adjustment between vendor and purchaser, as well as adjustments for any amounts payable by the Owner to the District pursuant to the terms of this Agreement, will be made as at the Completion Date.
33. The Owner covenants and agrees that it will, from and after the date of the application to register this Agreement in the LTO, take or cause to be taken all proper steps and actions and corporate proceedings to enable the Owner to vest a good and marketable title to the Affordable Housing Unit in the District on the Completion Date, free and clear of all liens, charges, encumbrances, defects in title, equities or claims of every nature and kind except for the Permitted Encumbrances and to enable the Owner to carry out the sale of the Affordable Housing Unit and to execute and deliver this Agreement as valid and binding obligations of the Owner.
34. The Owner hereby represents and warrants to the District that the following are true and accurate on the date the Owner executes this Agreement and will be true on the Completion Date:
 - (a) the Owner has the legal capacity, power, and authority to grant the Option and the RFR and perform all of the Owner's obligations under this Agreement;
 - (b) if the Owner is a corporation, the Owner has taken all necessary or desirable actions, steps, and other proceedings to approve or authorize, validly and effectively, the entering into, and the execution, delivery, and performance of this Agreement;
 - (c) if the Owner is a corporation, the Owner is in good standing with the Registrar of Companies for British Columbia and has made all necessary filings with the Registrar as required by the applicable legislation;
 - (d) if the Owner is a corporation, the Owner is duly incorporated and validly existing under the laws of British Columbia and has the power and capacity to enter into and carry out the transactions provided for in this Agreement;
 - (e) the Owner has good, safe holding, and marketable title to the Land;
 - (f) the Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada) and will provide the District with a statutory declaration of this, in

the District's form, at least ten (10) days before the Completion Date (the "Statutory Declaration"). If the Owner should breach this Agreement by failing to so provide the Statutory Declaration, the District may choose to complete the purchase of the Affordable Housing Unit and withhold fifty percent (50%) of the Purchase Price until residency of the Owner is resolved to the District's satisfaction.

35. The Owner hereby represents and warrants to, and covenants and agrees with the District as at the Completion Date that:
- (a) the Owner has no indebtedness or obligation to any person which might at the Completion Date or afterwards constitute a lien, charge, or encumbrance on the Affordable Housing Unit;
 - (b) the Owner has not used the Affordable Housing Unit or permitted any use of the Affordable Housing Unit to store, manufacture, dispose of, emit, spill, leak, generate, transport, produce, process, release, discharge, landfill, treat, or remediate any explosive, radioactive material, asbestos, urea formaldehyde, chlorobiphenyls, hydrocarbon, underground tank, pollution, contamination, hazardous substance, corrosive substance, toxic substance, special waste, waste, or matter of any kind which is or may be harmful to human safety or health or to the environment, including anything the storage, manufacture, disposal, emission, discharge, treatment, generation, use, transport, remediation, or release into the environment of which is now or at any time after the execution of this Agreement prohibited, controlled, regulated, or licensed under any laws applicable to the Affordable Housing Unit ("Contaminant");
 - (c) the Owner has not caused or permitted the storage, manufacture, disposal, emission, spilling, leakage, treatment, generation, transportation, production, processing, release, discharge, landfilling, treatment or remediation of any Contaminant in, on, under, or from the Affordable Housing Unit; and
 - (d) the Owner has at all times used the Affordable Housing Unit in compliance with all laws relating to Contaminants and to the environment.
36. The Owner shall indemnify and save harmless the District and each of its elected and appointed officials, officers, directors, employees and agents, and their heirs, executors, administrators, personal representatives, successors, and assigns, from and against any and all actions, causes of action, liabilities, demands, losses, damages, costs (including remediation costs and costs of compliance with any law, and fees and disbursements of professional advisors), expenses, fines and penalties, suffered or incurred by the District or any other listed above by reason of or related to or connected with:
- (a) a breach of any representation or warranty, covenant or agreement of the Owner set forth in this Agreement;
 - (b) any Contaminants on the Land or the Affordable Housing Unit arising during the ownership of the Owner;
 - (c) any wrongful act, omission, or negligence of the Owner or a person for whom the Owner is responsible in law.

The obligation to indemnify and save harmless will survive the transfer of the Affordable

Housing Unit or any termination of this Agreement.

37. Before the Completion Date, the District will deliver to the Owner's solicitors for execution by the Owner:

- (a) a Form A Transfer transferring the fee simple title to the Affordable Housing Unit to the District (the "Transfer");
- (b) the vendor's statement of adjustments; and
- (c) the Statutory Declaration required pursuant to section 34(f); and

at least three (3) days before the Completion Date, the Owner must deliver to the District's solicitors the above documents, duly executed by the Owner and in registrable form, on undertakings consistent with this Agreement.

38. On the Completion Date, after the adjusted Purchase Price (less the proceeds of any new mortgage (the "Mortgage") to be granted by the District) has first been deposited in the trust account of the District's solicitors, the District will:

- (a) apply to register the Transfer in the LTO; and
- (b) after application has been made to register the Transfer and, if applicable, the Mortgage in the LTO, and upon receipt of a satisfactory post-index search of the title to the Affordable Housing Unit indicating that in the normal course of LTO procedure the District will become the registered owner of the Affordable Housing Unit free and clear of all mortgages and other financial liens, charges, and encumbrances, other than any mortgage to be discharged as provided herein, the District will pay to the Owner's solicitors or notary public the adjusted Purchase Price by solicitor's trust cheque made available for pick up by the Owner's solicitor or notary public, on the Canadian Bar Association, BC Branch, standard undertakings of the Owner's solicitor or notary public to discharge any mortgage or other financial charge from title to the Affordable Housing Unit forthwith following completion.

39. The Affordable Housing Unit will be at the Owner's risk until 12:00 noon on the Completion Date and will thereafter be at the risk of the District. In the event of loss or damage to the Affordable Housing Unit occurring before the completion of the closing on the Completion Date by reason of fire, tempest, lightning, earthquake, flood or other act of God, explosion, riot, civil commotion, insurrection or war, the District, at the District's option, may cancel its purchase of the Affordable Housing Unit.

40. The District, its agents and employees, have the license, conditional on providing forty-eight (48) hours prior written notice to the Owner, to enter upon and into the Affordable Housing Unit from time to time prior to the Completion Date, at the District's sole risk and expense, for the purpose of making reasonable inspections, surveys, tests and studies of the Affordable Housing Unit.

41. The District will pay:

- (a) any property transfer tax payable by it under the *Property Transfer Tax Act*;

- (b) LTO registration fees in connection with the transfer of the Affordable Housing Unit to the District;
- (c) the District's legal fees and disbursements, but not the Owner's; and
- (d) any goods and services tax payable in respect of transfer of the Affordable Housing Unit under the *Excise Tax Act* (Canada) and if the District is registered for the purposes of GST, instead of paying GST to the Owner, the District will provide the Owner with its certificate that it will account directly for any and all GST.

PART XI – EXCEPTION TO RIGHT OF FIRST REFUSAL AND OPTION

42. Notwithstanding any other provision in this Agreement, if a Lender at any time becomes legally entitled to conduct the sale of the Affordable Housing Unit and the Lender has, after being legally entitled to conduct such sale, made Efforts to Sell, and notwithstanding such Efforts to Sell has been unable to sell the Affordable Ownership Unit to a Qualified Person(s) or the District pursuant to a Bona Fide Offer for a price not to exceed the greater of:
- (i) the Maximum Resale Price; and
 - (ii) the amount outstanding under its mortgage registered on the Affordable Ownership Unit (inclusive of recoverable costs);
- (the "**Lender Price**");

the Lender may sell the Affordable Ownership Unit to a purchaser who is not a Qualified Person, but the Housing Agreement and this Agreement will apply to any subsequent Dispositions of the Affordable Ownership Unit. If after a further period of 60 days of making Efforts to Sell, but to any purchaser whether a Qualified Person or not, and notwithstanding such Efforts to Sell, the Lender has been unable to sell the Affordable Ownership Unit at the Lender Price, the Lender may sell the Affordable Ownership Unit at any price to a person who is not a Qualified Person and within a reasonable time after the District receiving written request therefor following the completion of such purchase and sale of the Affordable Ownership Unit, the District will execute a registerable discharge of this Agreement and the Housing Agreement.

PART XII – DEFAULT AND REMEDIES

43. The Owner acknowledges and agrees that the District requires affordable housing for residents of Tofino in order to attract residents to work for local businesses and that these businesses generate tax and other revenue for the District and economic growth for the community. The Owner therefore agrees that, in addition to any other remedies available to the District under this Agreement at law or in equity, if an Affordable Housing Unit is used or occupied in breach of this Agreement or rented at a rate in excess of that permitted under this Agreement, the Owner will pay, as a rent charge under section 44, the Daily Amount to the District for each day that the breach of this Agreement continues. The Daily Amount is due and payable immediately upon receipt by the Owner of an invoice from the District for the same.
44. The Owner hereby grants to the District a rent charge under section 219 of the *Land Title Act*, and at common law, securing payment by the Owner to the District of any amount payable by the Owner pursuant to this Agreement. The Owner agrees that the District, at its

option, may enforce payment of such outstanding amount in a court of competent jurisdiction as a contract debt, by an action for and order for sale, by proceedings for the appointment of a receiver, or in any other method available to the District in law or in equity.

45. If the Affordable Housing Unit is sold for a purchase price exceeding the Maximum Price, Resale in contravention of this Agreement, the Owner will pay the excess (the "Excess Amount") to the District within thirty (30) days after written demand is made by the District. The amount remaining unpaid after the thirty (30) days will bear interest at ten percent (10%) calculated from the due date until the date paid, compounded annually not in advance. The Owner further acknowledges and agrees that the Excess Amount payable to the District is fair and reasonable and is not to be construed as a penalty or forfeiture but as liquidated damages.

PART XIII - INTERPRETATION

46. In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for each of reference only and are not to be used in interpreting this Agreement;
- (c) if a word or expression is defined in this Agreement, other parts of speech and grammatical forms of the same word or expression have corresponding meaning;
- (d) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted, or replaced, unless otherwise expressly provided;
- (e) the provisions of section 25 of the *Interpretation Act* with respect to the calculation of time apply;
- (f) time is of the essence;
- (g) all provisions are to be interpreted as always speaking;
- (h) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators, and receivers. Wherever the context so requires, reference to a "party" also includes agents, officers, employees, and invitees of the party;
- (i) reference to a "day", "month", "quarter" or "year" is a reference to a calendar day, calendar month, calendar quarter, or calendar year, as the case may be, unless otherwise expressly provided; and
- (j) where the word "including" is followed by a list, the contents of the list are not intended to circumscribe the generality of the expression preceding the word "including".

PART XIV – MISCELLANEOUS

47. **Housing Agreement** – The Owner acknowledges and agrees that:
- (a) this Agreement constitutes a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 483 of the *Local Government Act*;
 - (b) where the Affordable Housing Unit is a separate legal parcel, the District may file a

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notice of housing agreement under section 483 of the *Local Government Act* in the LTO against title to the Affordable Housing Unit; and

48. **District not Obligated to Exercise Option or RFR** – The Owner acknowledges and agrees that the District is under no obligation to exercise its Option or RFR.
49. **Duration of Option and RFR** – The option to purchase hereby granted and the right of first refusal granted by this Agreement are effective until the date that is eighty (80) years less a day after the date on which the General Instrument referring to this Agreement is deposited for registration in the LTO.
50. **Modification** – This Agreement may be modified or amended from time to time, by bylaw duly passed by the Council of the District, if it is signed by the District and a person who is the current registered owner of the Land.
51. **Management** – The Owner covenants and agrees that it will furnish good and efficient management of the Affordable Housing Units and will permit representatives of the District to inspect the Affordable Housing Units at any reasonable time, subject to the notice provisions in the *Residential Tenancy Act*. The Owner further covenants and agrees that it will maintain the Affordable Housing 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. Notwithstanding the foregoing, the Owner acknowledges and agrees that the District, in its absolute discretion, may require the Owner, at the Owner's expense, to hire a person or company with the skill and expertise to manage the Affordable Housing Units.
52. **Indemnity** – The Owner will indemnify and save harmless the District and each of its elected officials, officers, directors, employees, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against all claims, demands, actions, loss, damage, costs, and liabilities, which all or any of them will or may be liable for or suffer or incur or be put to by reason of or arising out of:
 - (a) any act or omission of the Owner, or its officers, directors, employees, agents, contractors, or other persons for whom the Owner is responsible at law;
 - (b) the Owner's ownership, lease, operation, management, or financing of the Land or the Affordable Housing Unit; or
 - (c) any act or omission of the District or any of its elected officials, officers, directors, employees, agents, or contractors in carrying out or enforcing this Agreement, except where such act or omission constitutes a breach of this Agreement by the District or by any other person for whom the District is responsible at law.

53. **Release** – The Owner by this Agreement releases and forever discharges the District and each of its elected officials, officers, directors, employees, and agents, and its and their heirs, executors, administrators, personal representatives, successors, and assigns from and against all claims, demands, damages, actions, or causes of action by reason of or arising out of advice or direction respecting the ownership, lease, operation or management of the Land or the Affordable Housing Unit which has been or at any time after the commencement of this Agreement may be given to the Owner by all or any of them.
54. **Survival** – The obligations of the Owner set out in sections 43, 44, 45, 52 and 53 will survive termination of this Agreement.
55. **Assignability** – The District may assign the Option or the RFR to any person and if the District exercises the Option, thus creating a contract for the purchase and sale of the Affordable Housing Unit, or the District has the contractual right to buy the Affordable Housing Unit under the RFR, the District may assign its contractual right to any person qualified to purchase the Affordable Housing Unit under this Agreement, and in any case, upon such assignment the District will have no further obligations under this Agreement with respect to the rights or interests assigned by the District. Upon any such assignment, references in this Agreement to obligations of the District refer to the assignee.
56. **District Powers Unaffected** – This Agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment nor does this agreement date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary rights, duties or powers;
 - (b) impose on the District any legal duty or obligation, including any duty or care or contractual or other legal duty or obligation, to enforce this Agreement;
 - (c) affect or limit the common law or any statute, bylaw or other enactment applying to the Land or the Affordable Housing Unit; or
 - (d) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
57. **Agreement for Benefit of District Only** – The Owner and the District agree that:
- (a) this Agreement is entered into for the benefit of the District;
 - (b) this Agreement is not intended to protect the interests of the Owner, any tenant, or any future owner, lessee, occupier, or user of the Land or the Affordable Housing Unit;
 - (c) the District may at any time execute a release and discharge of this Agreement without liability to anyone for doing so, and without obtaining the consent of the Owner.

58. **No Public Law Duty** – Where the District is required or permitted by this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination, or give its consent, the Owner agrees that the District is under no public law duty of fairness or natural justice in that regard and agrees that the District may do any of those things in the same manner as if it were a private party and not a public body.
59. **Notice** – Any notice required to be served or given to a party herein pursuant to this Agreement will be sufficiently served or given if delivered, to the postal address of the Owner set out in the records at the LTO, and in the case of the District addressed as follows:
- District of Tofino
121 Third Street
PO Box 9
Tofino, B.C. V0R 2Z0
- Attention: Manager of Community Sustainability
- or to the most recent postal address provided in a written notice given each of the parties to the other. Any notice that is delivered is considered to have been given on the first day after it is dispatched for delivery.
60. **Enurement** – This Agreement binds the parties to it and their respective successors, assigns, heirs, executors, administrators and personal representatives.
61. **Severability** – If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
62. **Waiver** – All remedies of the District will be cumulative and may be exercised by the District in any order or concurrently in case of any breach and each remedy may be exercised any number of times with respect to each breach. Waiver of or delay in the District exercising any or all remedies will not prevent the later exercise of any remedy for the same breach of any similar or different breach.
63. **Sole Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the whole agreement between the District and the Owner respecting the use, occupation, and Disposition of the Affordable Housing Units, and there are no warranties, representations, conditions, or collateral agreements made by the District except as set forth in this Agreement.
64. **Further Assurances** – Upon request by the District the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the District

to give effect to this Agreement.

65. **Covenant Runs with the Land** – This Agreement burdens and runs with the Land and every parcel into which it is Subdivided. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement, acquire an interest in the Land.
66. **Limitation on Owner's Obligations** – The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Land.
67. **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the District for breach of this Agreement or the RFR/Option 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 or the RFR/Option.
68. **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the District or give the Owner any authority to bind the District in any way.
69. **Applicable Law** – Unless the context requires otherwise, the laws of British Columbia will apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia. Without limiting the above, in the event of any conflict between any provision of this Agreement and the *Residential Tenancy Act*, this Agreement is without effect to the extent of the conflict.
70. **Deed and Contract** – By executing and delivering this Agreement, the Owner intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by this Agreement, the Owner and the District have executed the *Land Title Act* Form C attached to and forming part of this Agreement.

SCHEDULE A

SAMPLE CALCULATIONS FOR MAXIMUM PRICE, RESALE**Example 1:** A first resale

Previous Sale Price (from first sale) = \$200,000.00

Change in CCPI =

$$\frac{\text{CCPI at date of contract for resale } 113.4 - \text{CCPI at date of execution of contract for first sale } 112.3}{112.3} = .0098$$

Maximum Price, Resale = \$200,000 plus (\$200,000 x .0098 = \$1,960) = \$201,960.00

Example 2: A fourth resale

Previous Sale Price (from third sale) = \$213,647.00

Change in CCPI =

$$\frac{\text{CCPI at date of contract for sale } 116.1 - \text{CCPI at Previous Sale (third sale in this example) } 115.2}{115.2} = .0078$$

Maximum Price, Resale = \$213,647 plus (\$213,647 x .0078 = \$1,666.45) = \$215,313.45

Example 3: A resale where CCPI has declined

Previous Sale Price = \$213,647.00

Change in CCPI =

$$\frac{\text{CCPI at date of contract for sale } 113.9 - \text{CCPI at Previous Sale } 114.2}{114.2} = -0.0026$$

Maximum Price, Resale = Previous Sale Price of \$213,647.00 (because percentage change is negative)

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SCHEDULE B

STATUTORY DECLARATION

CANADA

PROVINCE OF BRITISH COLUMBIA

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

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

1. I am the owner of _____ (the "Dwelling Unit"), and make this declaration to the best of my personal knowledge.
2. This declaration is made pursuant to the Housing Agreement in respect of the Dwelling Unit.
3. For the period from _____ to _____ the Dwelling Unit was occupied only by Qualified Persons (as defined in the Housing Agreement) whose names and current addresses and whose employer's names and current addresses appear below:

Names, addresses and phone numbers of Qualified Persons:

Names, addresses and phone numbers of employers:

4. The rent charged each month for the Dwelling Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this statutory declaration: \$ _____ per month;
 - (b) the rent on the date of this statutory declaration: \$ _____; and

(c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this statutory declaration: \$_____ .

5. I acknowledge and agree to comply with the Owner's obligations under this Agreement, and other charges in favour of the Municipality registered in the land title office against the land on which the Dwelling Unit is situated and confirm that the Owner has complied with the Owner's obligations under these Agreements.
6. I make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and pursuant to the *Canada Evidence Act*.

DECLARED BEFORE ME at _____)
_____, British Columbia,)
this ___ day of _____)
_____)
_____)
_____)
_____)

A Commissioner for taking Affidavits)
For British Columbia)

