

APPENDIX 3 TO THE MINISTER'S ORDER

Block F Phased Development Agreement Bylaw

1. The Minister may enter into a Phased Development Agreement substantially in the form attached as Schedule 1 to this Bylaw.

Schedule 1 to the *Block F Phased Development Agreement Bylaw*

BLOCK F PHASED DEVELOPMENT AGREEMENT

THIS AGREEMENT IS MADE THIS DAY OF 2016

BETWEEN:

HER MAJESTY THE QUEEN IN THE RIGHT OF BRITISH COLUMBIA
(the "Province")

AND:

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

WHEREAS:

A. The Owner is the owner in fee simple of land legally described as:

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

B. The Owner has applied to the Province to amend the University Endowment Lands Land Use, Building, and Community Administration Bylaw to create a new zone identified as CD-2: Comprehensive District applying to the Lands to permit the development of the Lands for a mixed use institutional, commercial and residential development of no more than 115,821 square metres of built floor area distributed over sixteen (16) parcels of land to be subdivided out of the Lands in conformance with the layout, configuration, dimensions and areas shown on the layout plan annexed to this Agreement as Schedule "A";

C. The Owner has undertaken to provide certain amenities including a community centre, affordable work force housing, public trails and parkland as part of the Development on the Lands (the "Amenities"), and the Owner and the Province wish to ensure that the uses of land and built floor area regulations set out in the CD-2: Comprehensive District and identified as Specified Zoning Provisions in this Agreement will continue to apply to the Lands for twenty years commencing on the adoption of this Bylaw;

D. The Owner has already agreed that the Lands must be developed including the provision

of the Amenities in the phases and in the sequence as required and as conditioned by the grant of a Section 219 (Land Title Act) Restrictive Covenant registered as a charge against the Lands under No xxxxxxxxx (“the Covenant”).

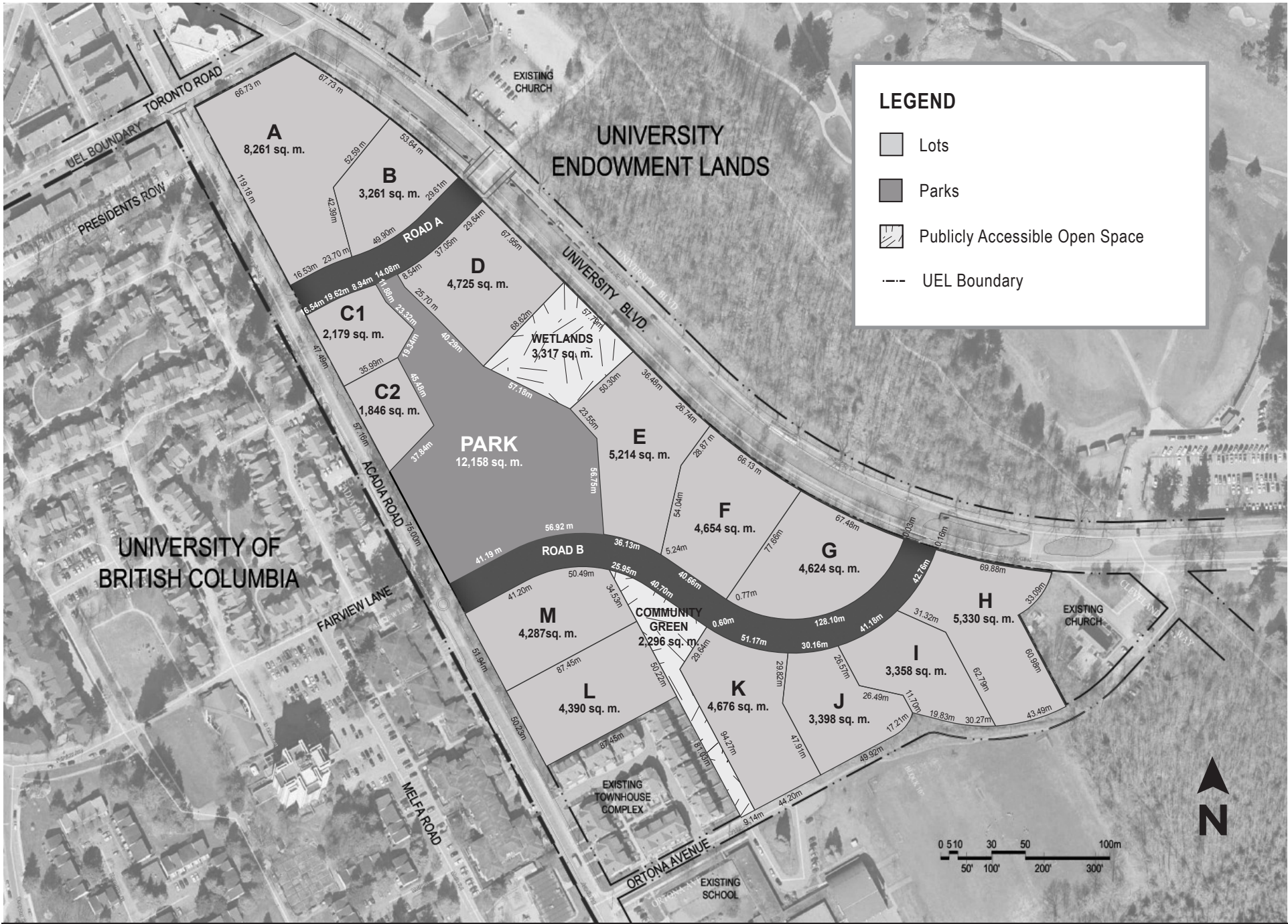
NOW THEREFORE in consideration of the mutual promises set out in this Agreement, the Owner and the Province agree as follows:

1. The term of this Phased Development Agreement is twenty (20) years commencing on the date of the Ministerial order enacting the Bylaw authorizing this Agreement, and in this Agreement a “specified zoning provision” means a provision of a zoning bylaw that is identified as such in this Phased Development Agreement.
2. The Specified Zoning Provisions are certain provisions of the CD-2: Comprehensive District forming part of the University Endowment Lands, Land Use, Building, and Community Administration Bylaw (the “Bylaw”), and certain of the general definitions of the Bylaw, all as identified and set out in the Table annexed to this Agreement as Schedule “B”.
3. The Owner must prior to the coming into force of the CD-2: Comprehensive District amendment execute, deliver, and register the Covenant in the Land Title Office prior to any subdivision of the Lands and in priority to all existing charges and encumbrances except those in favour of the Province and those consented to in writing by the Province.
4. The Lands may only be subdivided into sixteen parcels in conformance with the configuration, dimensions, and areas of the parcels shown on Schedule “A”. This Section 4 will not prevent future subdivisions of those parcels that are not park, wetlands, and community green by way of air space and strata subdivision, but excludes bareland strata subdivision.
5. For the term of this Agreement, no repeal or amendment of the Specified Zoning Provisions shall apply to the Lands without written consent of the Owner, except in the following circumstances: (a) the repeal or amendment is necessary to enable the Owner to comply with an enactment of British Columbia or of Canada; (b) the repeal or amendment is required pursuant to an order of a court or an arbitrator; (c) the repeal or amendment is necessary in the opinion of the Minister or his delegate to address a hazardous condition of which the Province was unaware at the time it entered into this Phased Development Agreement.
6. This Agreement may not be assigned by the Owner except to a person (the Assignee) who owns a fee simple interest in the Lands or in a parcel subdivided out of the Lands (the “new parcel”), and then only as to the new parcel owned in fee simple by the Assignee, and only if the Assignee executes and delivers to the Province an assumption agreement in a form and content satisfactory to the Province in which the assignee unconditionally assumes all of the Owner’s obligations herein in respect of the new parcel.
7. The parties may terminate this Agreement at any time in writing executed by both parties, provided that the Province’s agreement shall be by bylaw and subject to the same statutory procedures and processes as were required to adopt the bylaw authorizing this Agreement.

8. The whole of this Agreement between the parties is set out in this document and no representations, warranties, or conditions, express or implied have been made other than those herein.

As evidence of their agreement to be bound by this Phased Development Agreement the Owner has granted the Covenant, and the Province enacted this Phased Development Agreement at the request of the Owner.

SCHEDULE A
CD-2: COMPREHENSIVE DISTRICT ZONING LOTS



SCHEDULE B

SPECIFIED ZONING PROVISIONS

1. The following definitions in Section 4 of the Land Use, Building and Community Administration Bylaw are identified as specified zoning provisions:

Farmers Market
Food Truck
Floor Space Ratio calculation
Grocery Market
Lock Off Unit
Multiple Dwelling
Office
Personal Service
Purpose Built Rental
Restaurant
Retail
Social Service Centre
Temporary Sales Office
Town House Dwelling
Underground Parking
Wetlands

2. The following Sections in the CD-2: Comprehensive District of the Land Use, Building and Community Administration Bylaw are identified as specified zoning provisions:

Section 159 - definition of Maximum Floor Area;
Section 160 - Floor Space Ratio calculation;
Section 169 - Lot Regulations;
Lot A Commercial Village - Sections 170, 171 and 173;
Lot B Commercial Village - Sections 179, 180, 182 and 183;
Lots C1 and C2 - Sections 188, 189, and 191;
Lot D - Sections 195, 196 and 198;
Lot P1 - Sections 204 and 205;
Lot WL1 - Sections 207 and 208;
Lot CG1 - Sections 210 and 211;
Lots E, F, G, and M - Sections 213, 214 and 216;
Lots H, I, and J - Sections 222, 223 and 225; and
Lots K and L - Sections 230, 231 and 233.