Corporation of the City of
NEW WESTMINSTER

Attachment 2

Housing Agreement Bylaw

(65 First Street) No. 8504, 2025

THE CORPORATION OF THE CITY OF NEW WESTMINSTER

HOUSING AGREEMENT BYLAW (65 FIRST STREET) NO. 8504, 2025

A BYLAW TO ENTER INTO A HOUSING AGREEMENT UNDER SECTION 483 OF THE *LOCAL GOVERNMENT ACT*

GIVEN THAT:

A. The owner of the lands (the "Owner") within the City of New Westminster, British Columbia, listed and legally described in Schedule A (the "Lands"), wishes to construct dwelling units on the Lands.

B. In connection with such construction, the Owner has agreed to use portions of the Lands for rental housing in accordance with the terms of the Section 219 Covenant and Housing Agreement attached hereto as Schedule B (the "Housing Agreement").

The Council of the City of New Westminster, in open meeting assembled,

ENACTS AS FOLLOWS:

1. This Bylaw may be cited for all purposes as "Housing Agreement Bylaw (65 First Street) No. 8504, 2025".

2. Council hereby authorizes the City of New Westminster to enter into the Housing Agreement with the Owner, substantially in the form attached hereto as Schedule B.

3. The Mayor and the Corporate Officer of the City of New Westminster are authorized to execute the Housing Agreement on behalf of the City of New Westminster, substantially in the form attached hereto as Schedule B, and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the Housing Agreement, as required by section 483 of the *Local Government Act*.

READ A FIRST TIME this _____ day of _____, 2025.

READ A SECOND TIME this _____ day of _____, 2025.

READ A THIRD TIME this _____ day of _____, 2025.

ADOPTED this _____ day of _____, 2025.

_____	_____
MAYOR PATRICK JOHNSTONE	HANIEH BERG, CORPORATE OFFICER

Schedule A

The Lands

PID	Legal Description
NWS2195	COMMON PROPERTY, STRATA PLAN NWS2195
000-812-277	STRATA LOT 1 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-460	STRATA LOT 2 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-478	STRATA LOT 3 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-494	STRATA LOT 4 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-508	STRATA LOT 5 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-516	STRATA LOT 6 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-532	STRATA LOT 7 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-541	STRATA LOT 8 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-559	STRATA LOT 9 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-567	STRATA LOT 10 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-583	STRATA LOT 11 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-591	STRATA LOT 12 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-605	STRATA LOT 13 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-613	STRATA LOT 14 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-621	STRATA LOT 15 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-630	STRATA LOT 16 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-656	STRATA LOT 17 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-664	STRATA LOT 18 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-672	STRATA LOT 19 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-681	STRATA LOT 20 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-699	STRATA LOT 21 BLOCK 19 NEW WESTMINSTER DISTRICT

	STRATA PLAN NW2195
000-813-702	STRATA LOT 22 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-711	STRATA LOT 23 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-729	STRATA LOT 24 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-737	STRATA LOT 25 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-745	STRATA LOT 26 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-753	STRATA LOT 27 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-761	STRATA LOT 28 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-770	STRATA LOT 29 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-796	STRATA LOT 30 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-800	STRATA LOT 31 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-826	STRATA LOT 32 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-834	STRATA LOT 33 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-842	STRATA LOT 34 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-851	STRATA LOT 35 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-869	STRATA LOT 36 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-877	STRATA LOT 37 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-893	STRATA LOT 38 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-923	STRATA LOT 39 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-931	STRATA LOT 40 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-940	STRATA LOT 41 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-958	STRATA LOT 42 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-966	STRATA LOT 43 BLOCK 19 NEW WESTMINSTER DISTRICT

	STRATA PLAN NW2195
000-813-974	STRATA LOT 44 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-813-982	STRATA LOT 45 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-016	STRATA LOT 46 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-024	STRATA LOT 47 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-032	STRATA LOT 48 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-041	STRATA LOT 49 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-059	STRATA LOT 50 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-075	STRATA LOT 51 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-083	STRATA LOT 52 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-113	STRATA LOT 53 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-121	STRATA LOT 54 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-130	STRATA LOT 55 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-148	STRATA LOT 56 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-156	STRATA LOT 57 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-164	STRATA LOT 58 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-172	STRATA LOT 59 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-181	STRATA LOT 60 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195
000-814-199	STRATA LOT 61 BLOCK 19 NEW WESTMINSTER DISTRICT STRATA PLAN NW2195

Schedule B

Section 219 Covenant and Housing Agreement

PART 2 – TERMS OF INSTRUMENT

HOUSING AGREEMENT AND COVENANT
(Section 483 *Local Government Act* and Section 219 *Land Title Act*)

THIS AGREEMENT, dated for reference the 14th of March 2025, is

BETWEEN:

1274877 B.C. LTD., INC.NO. BC1274877
PO Box 8087, Victoria Main
Victoria, British Columbia V8W 3R9

(the "Owner")

AND:

THE CORPORATION OF THE CITY OF NEW WESTMINSTER
511 Royal Avenue
New Westminster, British Columbia V3L 1H9

(the "City")

WHEREAS:

A. The Owner is the registered owner in fee simple of the lands and premises in the City of New Westminster, British Columbia which are legally described in Item 2 of the General Instrument – Part 1 attached hereto (the "Lands");

B. Section 483 of the *Local Government Act* permits the City to enter into and note on title to lands housing agreements which may include, without limitation, conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units, and rent that may be charged for housing units;

C. Section 219 of the *Land Title Act* permits the registration of a covenant of a positive or a negative nature in favour of the City in respect of the use of, construction on, and subdivision of land;

D. A residential apartment, stratified pursuant to the *Strata Property Act,* is on the Lands, and the Owner wishes to demolish the apartment and redevelop the Lands in order to construct a two tower development including 329 dwelling units (of which 30 will be below-market) in Tower A and 304 dwelling units in Tower B (the "Development"), and requires a rezoning of the Lands in order to facilitate the Development;

E. The City has requested as a condition of rezoning the Lands that this Agreement be entered into between the parties and registered on title to the Lands, with the intention that this

Agreement remain on the Lands after the winding-up of the apartment's strata corporation, so as to be effective over the Development; and

F. The City and the Owner wish to enter into this Agreement to provide long-term rental housing on the terms and conditions set out in this Agreement.

In consideration of one ($1.00) dollar paid to the Owner by the City and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Owner), and in consideration of the promises exchanged below, the Owner and the City covenant and agree pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions – In this Agreement, the following words have the following meanings:

(a) "Affordable Rental Unit" means a Dwelling Unit designated as an Affordable Rental Unit in Schedule B;

(b) "Agreement" means this agreement together with all LTO forms, schedules, appendices, attachments and priority agreements attached hereto;

(c) "Development" has the same meaning a set out in paragraph D of the recitals;

(d) "Dwelling Unit" means a residential dwelling unit located, or to be located, in Tower A;

(e) "Eligible Tenant" means a person or group of co-habiting people who, at the time of assessment, have a pre-tax household income at or below the most recent Housing Income Limits, for the relevant unit type and for the Vancouver planning area, as published by BC Housing;

(f) "LTO" means the New Westminster Land Title Office or its successor;

(g) "Market Rental Unit" means a Dwelling Unit that is not an Affordable Rental Unit;

(h) "New Westminster Median Rent" means the primary rental market median rent, for all years, as specified by bedroom type, for New Westminster, as published from time to time by the Canadian Mortgage and Housing Corporation;

(i) "Site Design" means the design plans prepared by Arcadis, project number 127153, dated 2024-11-15, a copy of which is attached as Schedule A;

(j) "subdivide" means to divide, apportion, consolidate or subdivide the Lands or any building on the Lands, or the ownership or right to possession or occupation of the Lands or any building on the Lands, into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act*, or otherwise, and includes the creation, conversion,

organization or development of "cooperative interests" or a "shared interest in land" as defined in the *Real Estate Development Marketing Act* (British Columbia);

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

(l) "Tenant" means an occupant or group of occupants of a Dwelling Unit by way of a Tenancy Agreement;

(m) "Tower A" means the western tower portion of the building on, or to be built on the Lands shown marked as "TOWER A" in the Site Design; and

(n) "Tower B" means the eastern tower portion of the building on, or to be built on the Lands shown marked as "TOWER B" in the Site Design.

1.2 Interpretation – 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 ease 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 meanings;

(d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;

(e) reference to any enactment or bylaw is a reference to that enactment or bylaw as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;

(f) the provisions of section 25 of the *Interpretation Act* (British Columbia) with respect to the calculation of time apply;

(g) time is of the essence;

(h) all provisions are to be interpreted as always speaking;

(i) reference to a "party" is a reference to a party to this Agreement and to that party's respective successors, assigns, trustees, administrators and receivers. Wherever the context so requires, reference to a "party" also includes an agent, officer and invitee of the party;

(j) reference to a "day", "month", or "year" is a reference to a calendar day, calendar month, or calendar year, as the case may be, unless otherwise expressly provided; and

(k) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including"".

ARTICLE 2 USE OF AND CONSTRUCTION UPON LANDS

2.1 **Use of the Lands** – The Owner covenant and agrees, pursuant to section 219 of the *Land Title Act* that Lands must only be built upon and used in accordance with this Agreement and:

(a) a Dwelling Unit must only be used as a residence for a Tenant; and

(b) the tenure of all Dwelling Units must be residential rental.

2.2 **Dwelling Unit Type and Composition** – The following minimum composition of Market Rental Units and Affordable Rental Units must be maintained within Tower A:

(a) Market Rental Units – no less than 42% of all Market Rental Units must have two or more bedrooms, and no less 12% of all Market Rental Units must have three or more bedrooms; and

(b) Affordable Rental Units – no less 40% of all Affordable Rental Units must have two or more bedrooms, and no less than 10% of all Affordable Rental Units must have three or more bedrooms.

ARTICLE 3 DWELLING UNITS

3.1 **Housing Agreement** – The Owner covenants and agrees pursuant to section 483 of the *Local Government Act* that the occupancy of every Dwelling Unit will be subject to and conducted in accordance with the terms and conditions of this Agreement.

3.2 **Tenancy Agreements** – Every Tenancy Agreement will conform with this Agreement and include the following terms and conditions:

(a) the Dwelling Unit will only be used for residential tenancies validly entered into under the *Residential Tenancy Act* by a Tenant;

(b) the Owner will ensure an air-conditioning unit for maintaining a reasonable indoor temperature (as recommended by the Fraser Health Authority or a similar BC Health Authority) in the Dwelling Unit is installed and operational in the Dwelling Unit; and

(c) the Owner will provide the Tenant access to bicycle parking located in Tower A at no extra charge, with at least one bicycle parking space per Dwelling Unit.

3.3 **Occupancy and Tenure of Dwelling Units** – Dwelling Units must not be rented, leased, licensed, or otherwise permitted to be occupied except in accordance with this Agreement and the following additional terms and conditions:

(a) the Dwelling Units may be used or occupied only pursuant to a Tenancy Agreement;

(b) the Tenancy Agreement will be for a term of no less than thirty (30) days;

(c) Dwelling Units must be accessible from the exterior of the building through Tower A common entries and lobbies;

(d) the Owner will forthwith deliver a true copy of any Tenancy Agreement to the City upon demand;

(e) Tenants must have equal access to Tower A indoor and outdoor common amenities, parkade, and bicycle storage and maintenance facilities as illustrated in sheets A1.02 to A1.10 of the Site Design, which represent levels P5, P4, P3, P2, P1, 01, and 02 of the Development; and

(f) the Owner will attach a copy of Article 3 of this Agreement to every Tenancy Agreement.

3.4 **Short-term Rentals Prohibited** – No Dwelling Unit may be occupied, rented, or used in any way whatsoever as a short-term vacation rental.

3.5 **Tenant Screening and Records** – The Owner must:

(a) review the income of each prospective Tenant for an Affordable Rental Unit prior to commencing such tenancy to confirm the prospective Tenant is an Eligible Tenant;

(b) review the income of each Tenant every 5 years after the commencement of a Tenancy Agreement for an Affordable Rental Unit to confirm the Tenant continues to be an Eligible Tenant; and

(c) maintain a system of records indicating the incomes each past and current Tenant for a period of not less than 5 years.

3.6 **Occupancy and Tenure of Affordable Rental Units** – Affordable Rental Units must not be rented, leased, licensed, or otherwise permitted to be occupied except in accordance with this Agreement and the following additional terms and conditions:

(a) Affordable Rental Unit may only be used as a residence occupied by an Eligible Tenant.

(b) the Affordable Rental Units will be used or occupied only pursuant to a valid Tenancy Agreement;

(c) Tenants and any permitted occupant must not be required to pay in relation to their use and occupancy of the Affordable Rental Unit any extra charges or fees for sanitary sewer, storm sewer, water, or property or similar tax; and

(d) each Tenancy Agreement for an Affordable Rental Unit must include a term permitting the Owner to terminate the tenancy if the Tenant is no longer an Eligible Tenant.

3.7 **Rental Rates of Affordable Rental Units** – The following terms and conditions apply to the rental rate for Affordable Rental Units:

(a) the rental rate must not exceed the following amount: 10% below the most recent New Westminster Median Rent for the applicable unit type, at the time of the Tenancy Agreement commencing; and

(b) the rental rate may be increased pursuant to the *Residential Tenancy Act*.

ARTICLE 4 TERM AND DISCHARGE

4.1 **Discharge of Housing Agreement** – Following any subdivision of the Lands which creates a parcel that does not contain a Dwelling Unit(s) or a portion of Tower A, the owner of that parcel may provide to the City a discharge of this Agreement from that parcel, and the City will, provided that the form and substance of the discharge is acceptable to the City in its sole and absolute discretion, execute that discharge and return it to that owner for filing in the LTO, the intention being that this Agreement will not be discharged from any portion of the Lands which includes or will include a Dwelling Unit or any portion of Tower A.

4.2 **Expiry of Housing Agreement** – This Agreement will expire and cease to apply from and after the latter of:

(a) the sixtieth (60th) anniversary of the issuance of the first occupancy permit for the Development by the City of New Westminster; or

(b) the demolition of Tower A, after a determination by the City's engineer, acting reasonably, that Tower A has reached the end of its lifespan and it is no longer reasonable to repair or maintain Tower A; and

after the expiry of this Agreement the Owner may provide to the City a discharge of this Agreement, which the City will execute and return to the Owner for filing in the LTO.

ARTICLE 5 MISCELLANEOUS

5.1 **Housing Agreement** – The Owner acknowledges and agrees that:

(a) this Agreement includes a housing agreement entered into under section 483 of the *Local Government Act* and a covenant under section 219 of the *Land Title Act*;

(b) the City may file notice of, and register, this Agreement in the LTO pursuant to section 483(5) of the *Local Government Act* against the title to the Lands.

5.2 **Modification** –This Agreement may only be modified or amended pursuant to the *Local Government Act*.

5.3 **Management** – The Owner covenants and agrees with the City that:

(a) the Owner will furnish good and efficient management of the Dwelling Units;

(b) the operation and management of all Market Rental Units will be undertaken by a single legal entity;

(c) the operation and management of all Affordable Rental Units will be undertaken by a public agency, society, pursuant to the *Societies Act*, or not-for-profit with a mission to provide affordable housing, to the satisfaction of the City;

(d) the Owner will permit representatives of the City to inspect the Affordable Rental Units at any reasonable time, subject to the notice provisions of the *Residential Tenancy Act;*

(e) the Owner will maintain the Dwelling Units and the building they occupy in a good state of repair and fit for habitation in accordance with the requirements of the *Residential Tenancy Act*, reasonable wear and tear excepted; and

(f) the Owner will comply with all applicable laws, including, without limitation, the *Residential Tenancy Act*, the City of New Westminster Business Regulation and Licencing (Rental Units) Bylaw No. 6926, 2004, all other City bylaws, and any health and safety standards applicable to the Lands.

5.4 **Requirement for Annual Report** – The Owner must, upon written request by the City (though not more than once a calendar year) provide to the City a written report, which includes the rental roll, confirming to the City's satisfaction that the Owner continues to provide below-market housing units pursuant to this Agreement.

5.5 **Statutory Declaration** – The City may, from time to time, request the Owner to provide written proof of compliance with this Agreement, and the Owner covenant and agrees to provide, or cause an operator of the Lands to provide the City with such proof in a form reasonably satisfactory to the City, including as a declaration made under oath.

5.6 **City Authorized to Make Inquiries** – The Owner hereby irrevocably authorizes the City to make such inquiries as the City considers necessary in order to confirm that the Owner is complying with this Agreement.

5.7 **Indemnity** – As an integral part of this Agreement, the Owner must indemnify, defend and save harmless the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against any and all claims, demands, actions, causes of action, 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 negligent act or omission of the Owner, or its officers, directors, agents, contractors or other persons for whom at law the Owner is responsible relating to this Agreement;

(b) the construction, maintenance, repair, ownership, lease, license, operation, management or financing of the Lands or any Dwelling Unit or the enforcement of any Tenancy Agreement; or

(c) without limitation, any legal or equitable wrong on the part of the Owner or any breach of this Agreement by the Owner.

5.8 **Release** – The Owner, on its behalf, hereby releases and forever discharges the City and each of its elected officials, officers, directors, and agents, and their heirs, executors, administrators, personal representatives, successors and assigns, from and against any and all claims, demands, actions, causes of action, loss, damage, costs and liabilities which arise by reason of or which would or could not occur but for:

(a) the existence of or operation of this Agreement;

(b) the exercise of any right or privilege by the City pursuant to this Agreement; or

(c) the construction, maintenance, repair, ownership, lease, license, operation or management of the Lands or any Dwelling Units under this Agreement;

except to the extent arising from the negligence or wilful misconduct of the City or those for whom it is at law responsible.

5.9 **Survival** – The indemnity and release set out in this Agreement will survive termination or discharge of this Agreement.

5.10 **City's Powers Unaffected** – This Agreement does not:

(a) affect, fetter or limit the discretion, rights, duties or powers of the City under any enactment or at common law, including in relation to the use or subdivision of the Lands;

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

(c) affect or limit any enactment relating to the use or subdivision of the Lands; or

(d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

5.11 **Agreement for Benefit of City Only** – The Owner and the City agree that:

(a) this Agreement is entered into only for the benefit of the City;

(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 Lands, any building on the Lands, or any portion thereof, including any Dwelling Units; and

(c) the City 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.

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

5.13 **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:

(a) to the postal address of the Owner set out in the records at the LTO, and

(b) to the postal address of the City set out on the first page of the terms of this Agreement and to the attention of the Director of Planning:

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

5.14 **Owners Expense** – The Owner must perform its obligations under this Agreement at its own expense and without compensation from the City.

5.15 **Enuring Effect** – This Agreement will extend to and be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns.

5.16 **Severability** – If any provision of this Agreement is found to be invalid or unenforceable, such provision or any part thereof will be severed from this Agreement and the resultant remainder of this Agreement will remain in full force and effect.

5.17 **Waiver** – All remedies of the City will be cumulative and may be exercised by the City 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 City exercising any or all remedies will not prevent the later exercise of any remedy for the same breach or any similar or different breach. Any waiver of any clause or obligation by either party must be in writing and delivered pursuant to the notice provisions in this Agreement in order to be effective.

5.18 **Entire Agreement** – This Agreement, and any documents signed by the Owner contemplated by this Agreement, represent the entire agreement between the City and the Owner respecting the use and occupation of the Dwelling Units, and there are no warranties, representations, conditions or collateral agreements made by the City except as set forth in or contemplated by this Agreement.

5.19 **Further Assurance** – Upon request by the City the Owner will forthwith do such acts and execute such documents as may be reasonably necessary in the opinion of the City to give effect to this Agreement.

5.20 **Priority** – The Owner must cause this Agreement to be registered in the LTO against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.

5.21 **Agreement Runs with Lands** – This Agreement burdens and runs with the Lands and every parcel into which it is subdivided in perpetuity, unless and to the extent this Agreement is discharged from title to any such parcels in accordance with Section 4.1. All of the covenants and agreements contained in this Agreement are made by the Owner for itself, its personal administrators, successors and assigns, and all persons who after the date of this Agreement acquire an interest in the Lands, subject to the terms of Section 5.24.

5.22 **Equitable Remedies** – The Owner acknowledges and agrees that damages would be an inadequate remedy for the City for any 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.

5.23 **No Joint Venture** – Nothing in this Agreement will constitute the Owner as the agent, joint venturer, or partner of the City or give the Owner any authority to bind the City in any way.

5.24 **Applicable Law** – The laws of British Columbia apply to this Agreement and all statutes referred to herein are enactments of the Province of British Columbia.

5.25 **Limitation on Owner's Obligations**. The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

5.26 **Schedules** – the following schedules are attached to and form a part of this Agreement:

(a) Schedule A – Site Design;

(b) Schedule B – Affordable Rental Units.

As evidence of their intention and agreement to be bound by this Agreement, the parties hereto have executed the General Instrument – Part 1 (*Land Title Act* Form C) which is attached to and forms part of this Agreement.

Schedule A to Housing Agreement

SITE DESIGN

65 FIRST St. NEW WESTMINSTER, BC

Rezoning and Development Permit Resubmission , February 2025

ARCADIS

MERCHANT HOUSE CAPITAL

STATISTICS: 65 First St, NEW WESTMINSTER

CIVIC ADDRESS: 515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

Current Zoning: RM-2
Proposed Zoning: RM-6

	m	ft
Survey Points (m)	48.120	157.874
	47.887	157.110
	42.040	137.927
	32.998	108.261
	34.697	113.835
	46.033	151.027
	46.616	152.940
Height Datum (m)	42.627	139.853

Building Heights
Tower A: 400'2" (121.92m)
Tower B: 344'8" (104.85m)

Setbacks	Permitted	Proposed
Agnes St	15' (4.57 m)	15' (4.57 m)
Hasting St	15' (4.57 m)	15' (4.57 m)
First St	15' (4.57 m)	15' (4.57 m)
Albert Cres	10' (3.04 m)	10' (3.04 m)

(* Permitted setback to be confirmed with city)

Site Area

Site area	Metric (m²)	Imperial (ft²)	ha
Gross site Area	4,620	49,729	0.462
Total Dedications	214	2,308	
Net Site Area	4,406	47,421	
Site Area for Density Calculation	4,406	47,421	

Site Coverage

	sqf	sqm
Podium	25,850	2,402
Towers	15,081	1,401
Total Coverage	40,931	3,803
%	86.31%	

FLOOR AREA RATIO Net (FAR) CALCULATIONS

	FAR	Metric (m²)	Imperial (ft²)
FAR Total (Net Site Area)	10.6411685	46,880	504,614.85
FAR With Rental Exclusion (Net Site Area)	5.24429704	23,104	248,689.81

Adaptable dwelling units exclusion

1 Bedroom	19.90
2 + 3 Bedroom	30.14

Legend	
MARKET CONDO	(blue)
MARKET RENTAL	(light red)
BELOW-MARKET RENTAL	(red)

TOWER B — FAR CALCULATION / UNIT AREA

	Levels	Floor Count	Gross Area ft²	Gross Area m²	ADP Exemption ft²	ADP Exemption m²	Amenity Exemption ft²	Amenity Exemption m²	AG. Exemption* ft²	AG. Exemption* m²	Total Exemption ft²	Total Exemption m²	Floor Area Net ft²	Floor Area Net m²	Unit Area ft²	Unit Area m²	Open Usable Area ft²	Open Usable Area m²
MARKET CONDO	UPPER MECH	1	699	65	0.00	0.00	0	0	0	0	0	0	699	65	0	0	0	0
	ROOF	1	3,543	329	0.00	0.00	0	0	2,047	190	2,047	190	1,497	139	0	0	0	0
	30	1	5,447	506	120.56	11.20	0	0	0	0	121	11	5,326	495	4,213	391	3,004	279
	29	1	5,447	506	120.56	11.20	0	0	0	0	121	11	5,326	495	0	0	0	0
	Level 21 to Level 28	8	60,272	5,599	800.64	74.38	0	0	0	0	801	74	59,472	5,525	49,824	4,629	10,264	954
	20	1	4,831	449	50.04	4.65	0	0	0	0	50	5	4,781	444	3,607	335	561	52
	19	1	6,675	620	50.04	4.65	1,844	171	0	0	1,894	176	4,781	444	3,607	335	561	52
	Level 03 to Level 18	16	120,544	11,199	1,601.28	148.76	0	0	0	0	1,601	149	118,943	11,050	99,648	9,258	20,528	1,907
	Total		207,458	19,273	2,743.12	254.84	1,844	171	2,047	190	6,634	616	200,824	18,657	160,899	14,948	34,918	3,244

* Per Zoning Bylaw 120.82, floor space above the height datum used for mechanical purposes must not exceed an area equivalent to 10% of the site coverage. Any excess area will be included in the calculation of gross floor area.

TOWER B — UNIT MIX

	Levels	ST	1 BD	1 BD+DN	2 BD	2 BD +DN	3 BD	1 BD ADP	2 BD ADP	3 BD ADP	2BD TH	3BD TH	Units
MARKET CONDO	UPPER MECH	0	0	0	0	0	0	0	0	0	0	0	0
	ROOF	0	0	0	0	0	0	0	0	0	0	0	0
	30	0	0	0	0	0	0	0	0	4	0	0	4
	29	0	0	0	0	0	0	0	0	4	0	0	4
	Level 21 to Level 28	8	16	8	0	8	8	16	16	0	0	0	80
	20	1	1	1	0	1	0	1	1	0	0	0	6
	19	1	1	1	0	1	0	1	1	0	0	0	6
	Level 03 to Level 18	16	32	16	0	16	16	32	32	0	0	0	160
	Total	26	50	26	0	26	24	50	50	8	0	0	260
		10.0%	19.2%	10.0%	0.0%	10.0%	9.2%	19.2%	19.2%	3.1%	0.0%	0.0%	100.0%

TOWER A — FAR CALCULATION / UNIT AREA

	FLOORS	Floor Count	Gross Area ft²	Gross Area m²	ADP Exemption ft²	ADP Exemption m²	Amenity Exemption ft²	Amenity Exemption m²	AG. Exemption* ft²	AG. Exemption* m²	Total Exemption ft²	Total Exemption m²	Floor Area Net ft²	Floor Area Net m²	Unit Area ft²	Unit Area m²	Open Usable Area ft²	Open Usable Area m²
MARKET RENTAL	UPPER MECH	1	699	65	0.00	0.00	0	0	0	0	0	0	699	65	0	0	0	0
	ROOF	1	3,543	329	0.00	0.00	0	0	2,047	190	2,047	190	1,497	139	0	0	0	0
	35	1	5,447	506	120.56	11.20	0	0	0	0	121	11	5,326	495	4,213	391	3,327	309
	34	1	5,447	506	120.56	11.20	0	0	0	0	121	11	5,326	495	4,213	391	3,960	368
	Level 06 to Level 33	28	210,953	19,598	2,802.24	260.34	0	0	0	0	2,802	260	208,150	19,338	174,384	16,201	35,924	3,337
BELOW - MARKET RENTAL	Level 03 to Level 05	3	22602	2,100	300.24	27.89	0	0	0	0	300	28	22,302	2,072	18,684	1,736	3,849	358
MARKET RENTAL	Total		226,089	21,004	3,043	282.74	0	0	2,047	190	5,090	473	220,999	20,531	182,810	16,984	43,211	4,014
BELOW - MARKET RENTAL	Total		22,602	2,100	300.24	27.89	0	0	0	0	300	28	22,302	2,072	18,684	1,736	3,849	358

* Per Zoning Bylaw 120.82, floor space above the height datum used for mechanical purposes must not exceed an area equivalent to 10% of the site coverage. Any excess area will be included in the calculation of gross floor area.

TOWER A — UNIT MIX

	FLOORS	ST	1 BD	1 BD+DN	2 BD	2 BD +DN	3 BD	1 BD ADP	2 BD ADP	3 BD ADP	2BD TH	3BD TH	Units
MARKET RENTAL	UPPER MECH	0	0	0	0	0	0	0	0	0	0	0	0
	ROOF	0	0	0	0	0	0	0	0	0	0	0	0
	35	0	0	0	0	0	0	0	0	4	0	0	4
	34	0	0	0	0	0	0	0	0	4	0	0	4
	Level 06 to Level 33	28	56	28	0	28	28	56	56	0	0	0	280
BELOW - MARKET RENTAL	Level 03 to Level 05	3	6	3	0	3	3	6	6	0	0	0	30
MARKET RENTAL	Total	28	56	28	0	28	28	56	56	8	0	0	288
		9.7%	19.4%	9.7%	0.0%	9.7%	9.7%	19.4%	19.4%	2.8%	0.0%	0.0%	100.0%
BELOW - MARKET RENTAL	Total	3	6	3	0	3	3	6	6	0	0	0	30
		10.0%	20.0%	10.0%	0.0%	10.0%	10.0%	20.0%	20.0%	0.0%	0.0%	0.0%	100.0%

PODIUM TOWER B — FAR CALCULATION / UNIT AREA

	FLOORS	Floor Count	Gross Area ft²	Gross Area m²	ADP Exemption ft²	ADP Exemption m²	Amenity Exemption ft²	Amenity Exemption m²	AG. Exemption ft²	AG. Exemption m²	Total Exemption ft²	Total Exemption m²	Floor Area Net ft²	Floor Area Net m²	Unit Area ft²	Unit Area m²	Open Usable Area ft²	Open Usable Area m²
MARKET CONDO	02	1	7,521	699	80.18	7.45	0	0	0	0	80	7	7,441	691	6,133	570	2,965	275
	01- AGNES ST	1	978	91	0.00	0.00	0	0	0	0	0	0	978	91	978	91	612	57
	01 - FIRST ST ACCESS	1	10,548	980	79.61	7.40	0	0	0	0	80	7	10,468	973	8,026	746	1,466	136
	P1	1	12,980	1,206	79.61	7.40	0	0	0	0	80	7	12,900	1,198	9,494	882	1,824	169
	P2 - HASTINGS ST ACCESS	1	9,849	915	0.00	0.00	0	0	0	0	0	0	9,849	915	7,339	682	843	78
	P3	1	6,229	579	0.00	0.00	0	0	0	0	0	0	6,229	579	4,976	462	882	82
	Total		48,105	4,469	239.40	22.24	0	0	0	0	239	22	47,866	4,447	36,946	3,432	8,592	798

PODIUM TOWER B — UNIT MIX

	FLOORS	ST	1 BD	1 BD+DN	2 BD	2 BD +DN	3 BD	1 BD ADP	2 BD ADP	3 BD ADP	2BD TH	3BD TH	Units
MARKET CONDO	02	2	2	1	0	1	1	1	2	0	0	0	10
	01- AGNES ST	0	0	0	0	0	0	0	0	0	0	0	0
	01 - FIRST ST ACCESS	0	2	2	1	0	1	4	0	0	0	0	10
	P1	0	0	5	0	0	0	4	0	0	0	3	12
	P2 - HASTINGS ST ACCESS	0	0	0	0	0	0	0	0	0	3	1	4
	P3	0	0	0	0	0	0	0	0	0	8	0	8
	Total	2	4	8	1	1	2	9	2	0	11	4	44
		4.5%	9.1%	18.2%	2.3%	2.3%	4.5%	20.5%	4.5%	0.0%	25.0%	9.1%	16.9%

PODIUM TOWER A — FAR CALCULATION / UNIT AREA

	FLOORS	Floor Count	Gross Area ft²	Gross Area m²	ADP Exemption ft²	ADP Exemption m²	Amenity Exemption ft²	Amenity Exemption m²	AG. Exemption ft²	AG. Exemption m²	Total Exemption ft²	Total Exemption m²	Floor Area Net ft²	Floor Area Net m²	Unit Area ft²	Unit Area m²	Open Usable Area ft²	Open Usable Area m²
MARKET RENTAL	02	1	8,381	779	39.80	3.70	549	51	0	0	589	55	7,792	724	6,315	587	1,959	182
	01- AGNES ST	1	2,278	212	0.00	0.00	0	0	0	0	0	0	2,278	212	2,278	212	899	84
	01 - FIRST ST ACCESS	1	5,350	497	0.00	0.00	2,797	260	0	0	2,797	260	2,554	237	0	0	0	0
	Total		16,010	1,487	39.80	3.70	3,346	311	0	0	3,386	315	12,624	1,173	8,593	798	2,858	266

PODIUM TOWER A — UNIT MIX

	FLOORS	ST	1 BD	1 BD+DN	2 BD	2 BD +DN	3 BD	1 BD ADP	2 BD ADP	3 BD ADP	2BD TH	3BD TH	Units
MARKET RENTAL	02	0	1	1	1	0	1	2	0	0	0	0	6
	01- AGNES ST	0	0	0	0	0	0	0	0	0	5	0	5
	01 - FIRST ST ACCESS	0	0	0	0	0	0	0	0	0	0	0	0
	Total	0	1	1	1	0	1	2	0	0	5	0	11
		0.0%	9.1%	9.1%	9.1%	0.0%	9.1%	18.2%	0.0%	0.0%	45.5%	0.0%	100.0%

BG EXEMPTION — FAR CALCULATION

FLOORS	Floor Count	Gross Area ft²	Gross Area m²	BG Exemption ft²	BG Exemption m²	Floor Area Net ft²	Floor Area Net m²
01 - FIRST ST ACCESS	1	4,671	434	4,671	434	0	0
P1	1	22,491	2,089	22,491	2,089	0	0
P2 - HASTINGS ST ACCESS	1	28,340	2,633	28,340	2,633	0	0
P3	1	35,337	3,283	35,337	3,283	0	0
P4	1	47,421	4,406	47,421	4,406	0	0
P5	1	47,421	4,406	47,421	4,406	0	0
P6	1	47,421	4,406	47,421	4,406	0	0
Total		233,102	21,656	233,102	21,656	0.00	0.00

TOTAL — FAR CALCULATION / UNIT AREA

	Floor Count	Gross Area ft²	Gross Area m²	ADP Exemption ft²	ADP Exemption m²	Amenity Exemption ft²	Amenity Exemption m²	AG. Exemption ft²	AG. Exemption m²	Total Exemption ft²	Total Exemption m²	Floor Area Net ft²	Floor Area Net m²	Unit Area ft²	Unit Area m²	Open Usable Area (Balcony/Terrace) ft²	Open Usable Area (Balcony/Terrace) m²
MARKET CONDO	30	255,563	23,743	2,983	277.09	1,844	171	2,047	190	6,873	639	248,690	23,104	197,845	18,380	43,510	4,042
MARKET RENTAL	32	242,099	22,492	3,083	286.43	3,346	311	2,047	190	8,476	787	233,623	21,704	191,403	17,782	46,069	4,280
BELOW - MARKET RENTAL		22,602	2,100	300	27.89	0	0	0	0	300	28	22,302	2,072	18,684	1,736	3,849	358
BG EXEMPTION	0	233,102	21,656	-	-	-	-	-	-	-	-	0	0	-	-	-	-
TOTAL		753,366	69,990	6,366	591.41	5,190	482	4,093	380	15,649	1,454	504,615	46,880	407,932	37,898	93,428	8,680

TOTAL — UNIT MIX

	ST	1 BD	1 BD+DN	2 BD	2 BD +DN	3 BD	1 BD ADP	2 BD ADP	3 BD ADP	2BD TH	3BD TH	Units
MARKET CONDO	28	54	34	1	27	26	59	52	8	11	4	304
	9.2%	17.8%	11.2%	0.3%	8.9%	8.6%	19.4%	17.1%	2.6%	3.6%	1.3%	100.0%
MARKET RENTAL	28	57	29	1	28	29	58	56	8	5	0	299
	9.4%	19.1%	9.7%	0.3%	9.4%	9.7%	19.4%	18.7%	2.7%	1.7%	0.0%	100.0%
BELOW - MARKET RENTAL	3	6	3	0	3	3	6	6	0	0	0	30
	10.0%	20.0%	10.0%	0.0%	10.0%	10.0%	20.0%	20.0%	0.0%	0.0%	0.0%	100.0%

Total Units 633

ADAPTABLE UNIT COUNT

	Total Unit Count	Total Adaptable Unit Count	
MARKET CONDO	304	119	39%
MARKET RENTAL	299	122	41%
BELOW-MARKET RENTAL	30	12	40%
TOTAL	633	253	40%

FAMILY UNIT COUNT

	Total Unit Count	Total Family Unit Count	
MARKET CONDO	304	129	42%
MARKET RENTAL	299	127	42%
BELOW-MARKET RENT	30	12	40%
TOTAL	633	268	42%

Amenity Areas

Level	TOTAL PERMITTED INDOOR AMENITY EXEMPTION (5% OF GFA without Parking)	Indoor Amenity ft²	Indoor Amenity m²	Outdoor Amenity ft²	Outdoor Amenity m²	Total ft²	Total m²
Level 19 - Tower B	26013.201	1,840	171	1,592	148	3,432	319
Level 02 - Podium (Shared)		554	51	4,421	411	4,975	462
Level 01 - First St Access - Podium (Shared)		2,788	259	4,744	441	7,532	700
Total		5,182	481	10,757	999	15,940	1,481

Vehicular Space Requirement - New Westminster

Residential

	Accessible Stall	Regular Stalls	No. Units	Required	Provided
Rental Market	4 per 100 units + 1 additional space required for every 30 units	No requirement	299	11	60
Rental Below-Market	4 per 100 units + 1 additional space required for every 30 units	No requirement	30	2	
Condominium	4 per 100 units + 1 additional space required for every 30 units	No requirement	304	11	304
Visitor	No requirement	No requirement	633	0	32
Sub Total				24	396

Accessible Parking

				Required	Provided
Accessible	4 spaces for the first 100 parking	Bylaw 145.4	633	24	24
Standard Accessible				18	18
Van Accessible	1 van accessible space for every 4 accessible 0ff-street	Bylaw 145.5		6	6

TOTAL PARKING REQUIRED: 24
*Traffic study may be conducted to further reduce parking requirements. Bus stations are close by.

Loading Bay Required			Required	Provided
	1 Loading Bay per Building	bylaw 160.3	2	2
Sub Total			2	2

Parking provided

User / Type	Residents Regular	Residents Small	Residents Accessible	Residents Van Accessible	Visitors Regular	Visitors Small	Visitors Accessible	Visitors Van Accessible	Total
P6	70	27	5	2	0	0	0	0	104
P5	70	25	5	2	0	0	0	0	102
P4	70	25	5	2	0	0	0	0	102
P3	31	10	3	0	0	0	0	0	44
P2 - HASTINGS ST ACCESS	9	3	0	0	20	11	1	0	44
P1	0	0	0	0	0	0	0	0	0
Sub Total	250	90	18	6	20	11	1	0	396

Bike Space Requirement - New Westminster

Residential		By Law 150.3	TDM Plan B	No. Units	Required*	50% Vertical	20% Hor. Locker	20% Hor. Bike Parkin	10% Oversized Bike Parking *(Rounded up)*	Provided *(Rounded up)*
Long Term		1.5 space for every dwelling unit	Additional 30%,	633	1235	618	247	247	124	1236
Short Term		100 or more units: 12 spaces	-		12					12
Total required					1247					1248

*Min. 20% as Bike lockers & 10% as oversize Bicycle parking space

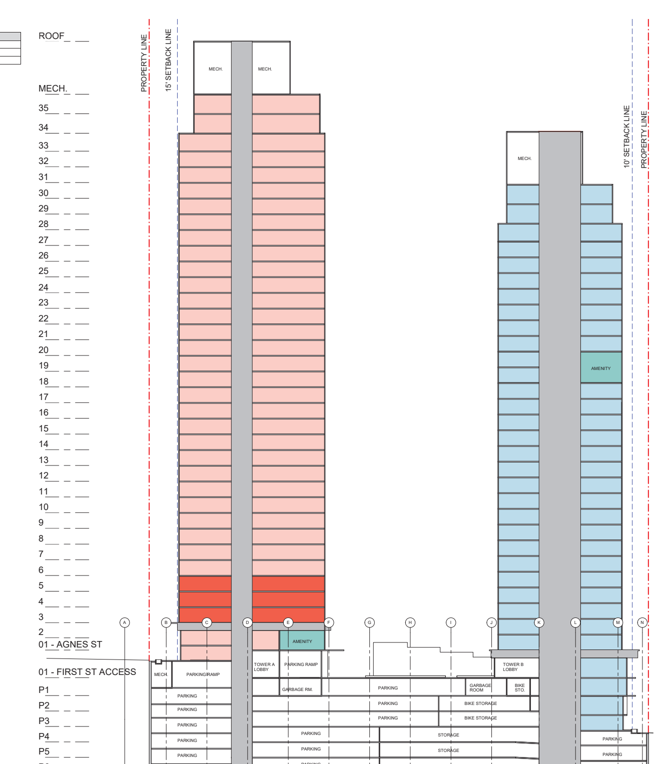
TOTAL BIKE PARKING PROVIDED: 1248

Provided Bike Space / Long Term Bikes	P6	P5	P4	P3	P2	P1	Level 01 First St.	Total	%
Horizontal_Single Bike Locker (Min 20%)			11	126	95	15	0	247	20%
Horizontal Single bike space			0	108	37	102		247	20%
Oversized Locker (min 10%)			39	43	5	37		124	10%
Vertical_Single			11	479	79	49	0	618	50%
Total Long Term	0	0	61	756	216	203	0	1236	100%
%	0%	0%	5%	61%	17%	16%	0%	100%	
Total Short Term	12								
Total	1248								

Parking Types Total		%
Regular	270	68.18%
Small	101	25.51%
Accessible	19	4.80%
Van Accessible	6	1.52%
Grand Total	396	100.00%

Parking Distribution

Condominium	Rental & Affordble Rental	Visitor
304	60	32



CLIENT
MERCHANT HOUSE CAPITAL
Suite 1701 – 1166 Alberni Street
Vancouver, BC V6E 3Z3
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Arcadis Architects (Canada) Inc.
formerly IBI Group Architects (Canada) Inc.

ISSUES

No.	DESCRIPTION	DATE
01	Rezonning and Development Permit	2023-11-14
02	Rezonning and Development Permit (Resubmission)	2024-08-06
03	Rezonning and Development Permit (Resubmission)	2024-11-15

Arcadis Architects (Canada) Inc.

CONSULTANTS

SEAL

PRIME CONSULTANT
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tel 604 683 8797
www.arcadis.com

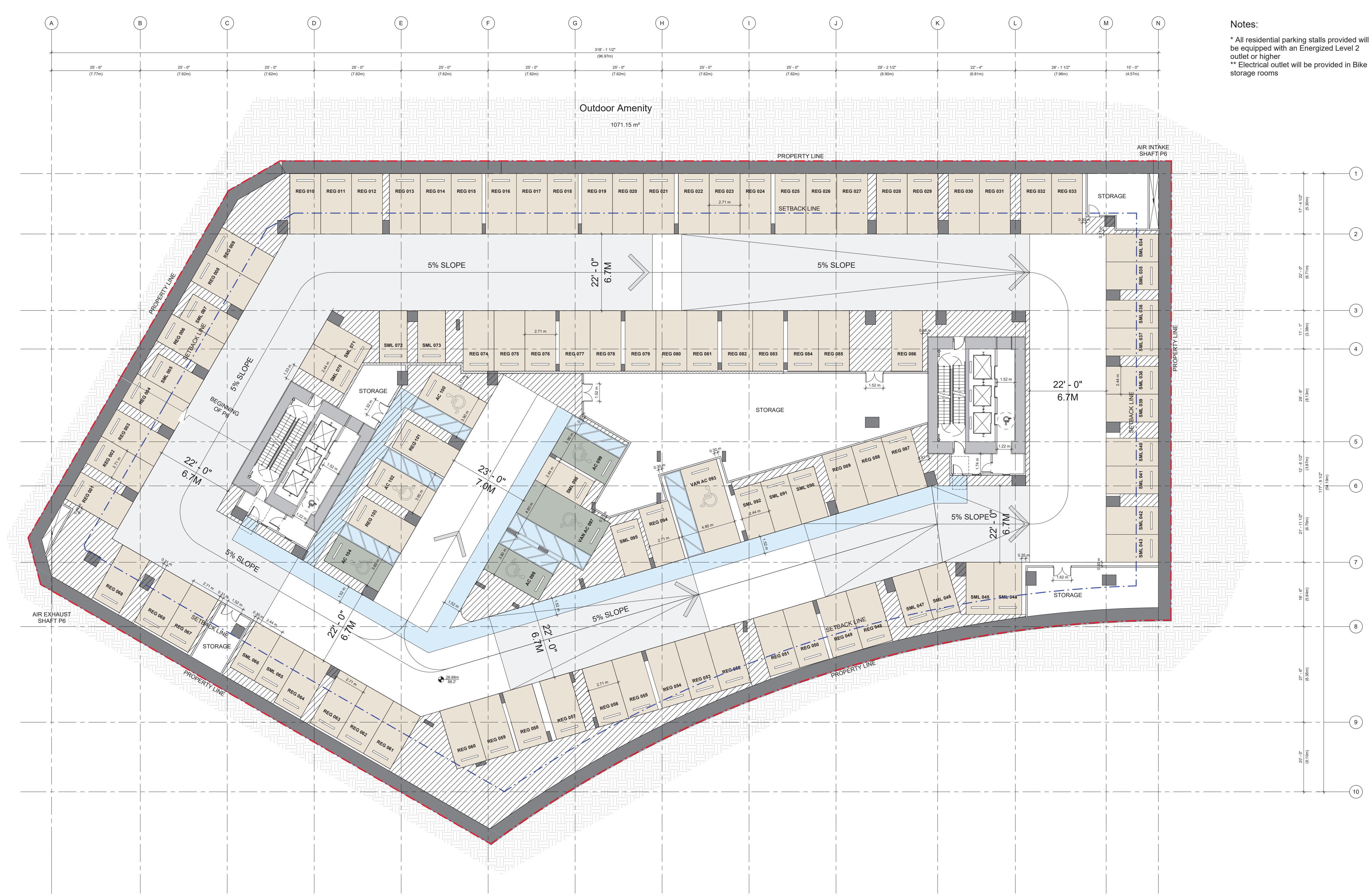
PROJECT
65 FIRST ST. TOWERS
515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153
DRAWN BY: DESIGN TEAM
CHECKED BY: MS
PROJECT MGR: MS
APPROVED BY: SN
SHEET TITLE: STATISTICS
SHEET NUMBER: A0.02
ISSUE

Autodesk Docs://ACA-00127153-65FirstSt/127153_65FirstSt_Podium_R2022.rvt

Notes:

* All residential parking stalls provided will be equipped with an Energized Level 2 outlet or higher
** Electrical outlet will be provided in Bike storage rooms



1 BEDROOM
1 BEDROOM ADP
1 BEDROOM+DEN
2 BEDROOM
2 BEDROOM+DEN
2BD TH
2 BEDROOM ADP
3BD TH
3 BEDROOM
BALCONY
STUDIO
AMENITY
TOWER A LOBBY
TOWER B LOBBY
CORE/CORRIDOR

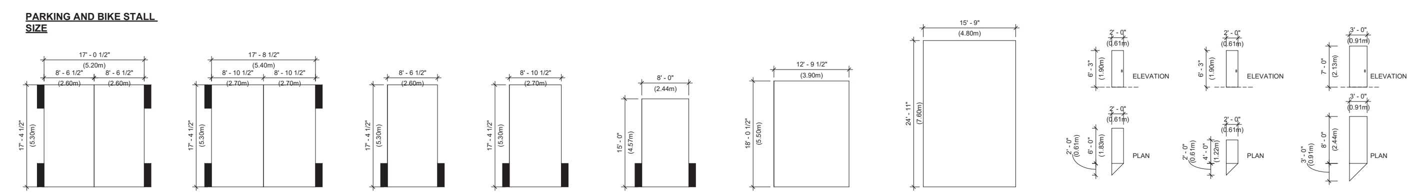
1 LEVEL P6
A1.02

0 5' 10' 20' 40'
SCALE | 1"=10'

PARKING USAGE COLOR LEGEND

VISITOR PARKING
RENTAL RESIDENTIAL PARKING
CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL SIZE



2 CARS MODULE (MINIMUM) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH
2 CARS MODULE (MINIMUM) 21'-8" TWO-WAY TRAFFIC AISLE WIDTH
1 CARS MODULE (REGULAR STALL) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH
1 CARS MODULE (REGULAR STALL) 21'-8" TWO-WAY TRAFFIC AISLE WIDTH
1 CARS MODULE (SMALL STALL) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH
1 CARS MODULE (ACCESSIBLE STALL)
1 CARS MODULE (VAN ACCESSIBLE STALL 7'-6 1/2" HEIGHT OVERHEAD CLEARANCE)
1 HORIZONTAL BIKE MODULE
1 VERTICAL BIKE MODULE
1 OVERSIZED BIKE LOCKER

2025-03-03 11:50:08 AM

CLIENT

MERCHANT HOUSE CAPITAL
Suite 1701 – 1166 Alberni Street
Vancouver, BC V6E 3Z3
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Arcadis Architects (Canada) Inc.

CONSULTANTS

SEAL

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PROJECT
65 FIRST ST. TOWERS
515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153

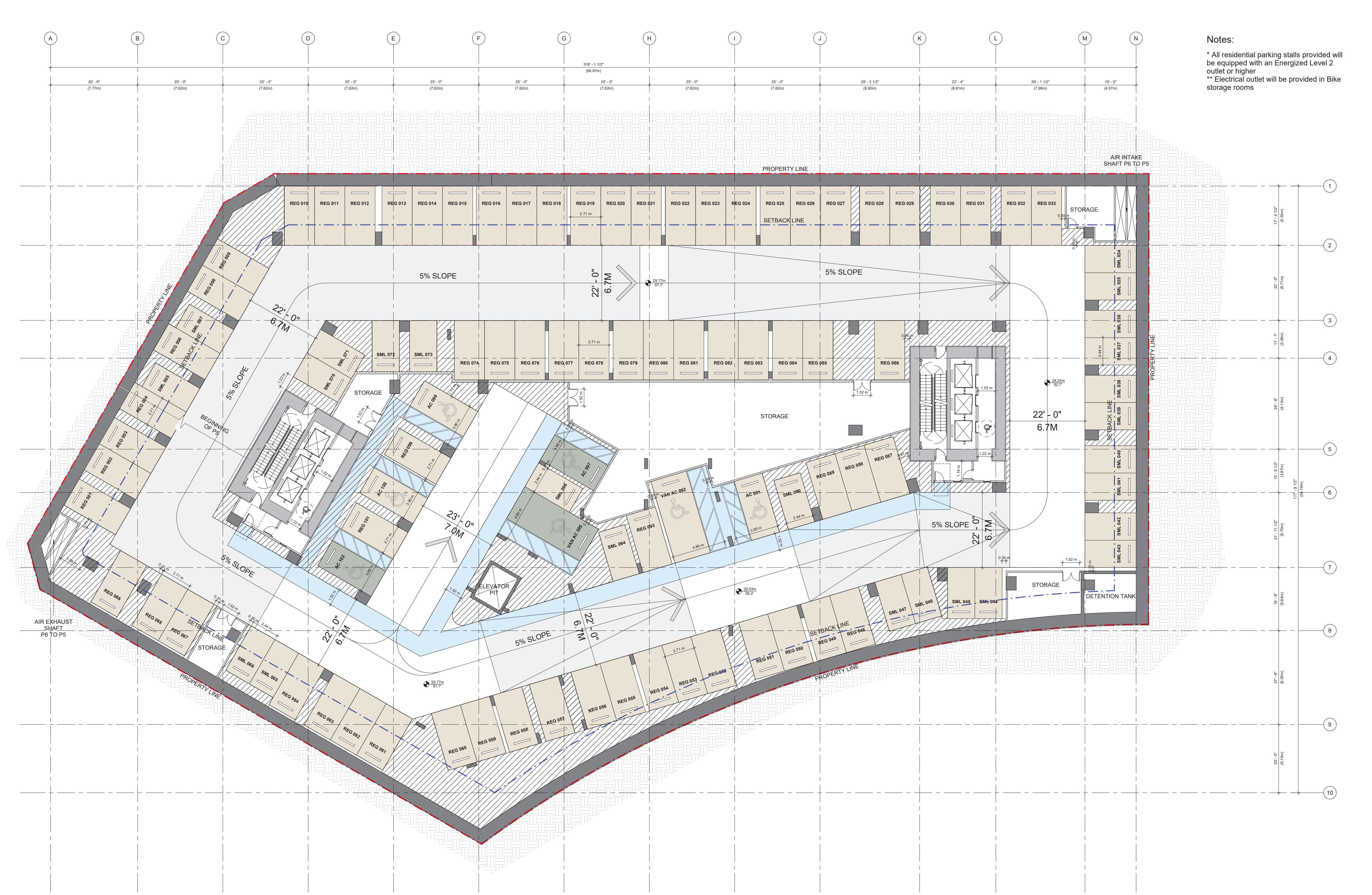
DRAWN BY: **DESIGN TEAM**	CHECKED BY: **MS**
PROJECT MGR: **MS**	APPROVED BY: **SN**

SHEET TITLE
LEVEL P6 PLAN

SHEET NUMBER A1.02
ISSUE

Autodesk Docs://ACA-00127153-65FirstSt/127153_65FirstSt_Podium_R2022.rvt

SCALE CHECK 10mm 1 in



Notes:

* All residential parking stalls provided will be equipped with an Energized Level 2 outlet or higher

** Electrical outlet will be provided in Bike storage rooms

1 BEDROOM	TOWER B LOBBY
1 BEDROOM ADP	CORE/CORRIDOR
1 BEDROOM+DEN	
2 BEDROOM	
2 BEDROOM+DEN	
2BD TH	
2 BEDROOM ADP	
3BD TH	
3 BEDROOM	
BALCONY	
STUDIO	
AMENITY	
TOWER A LOBBY	

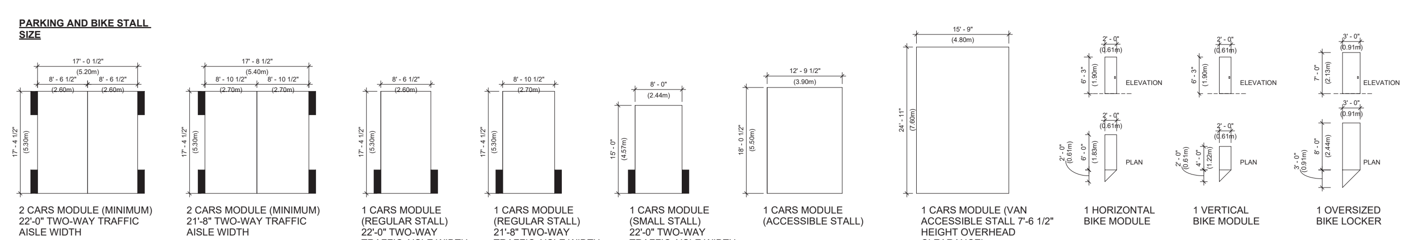
1 LEVEL P5
A1.03

0 5' 10' 20' 40'
SCALE | 1"=10'

PARKING USAGE COLOR LEGEND

- VISITOR PARKING
- RENTAL RESIDENTIAL PARKING
- CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL SIZE



2025-03-03 11:50:10 AM

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03	Rezonning and Development Permit (Resubmission)	2024-11-15

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PROJECT
65 FIRST ST. TOWERS
515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO:
127153

DRAWN BY: **DESIGN TEAM**	CHECKED BY: **MS**
PROJECT MGR: **MS**	APPROVED BY: **SN**

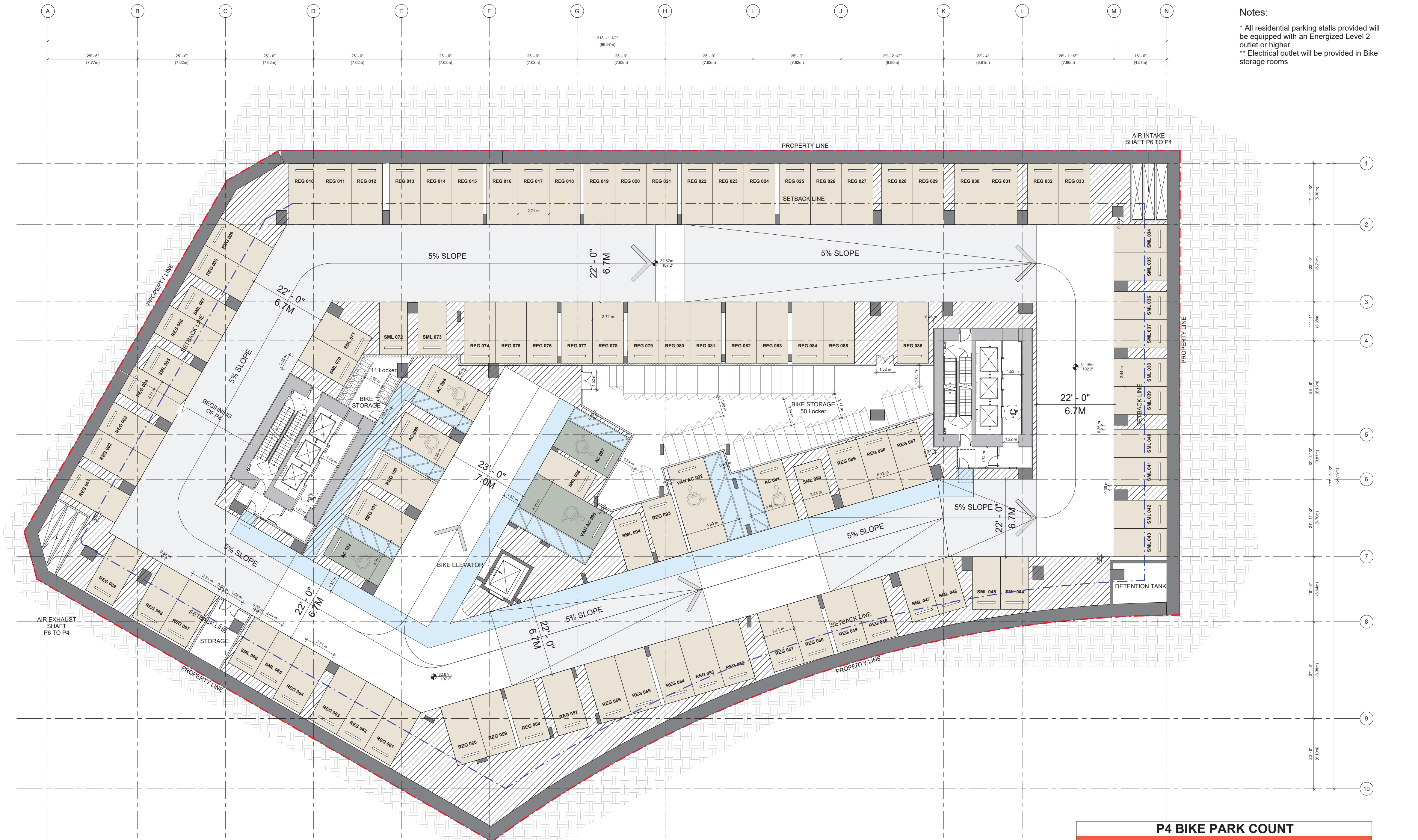
SHEET TITLE
LEVEL P5 PLAN

SHEET NUMBER
A1.03

ISSUE

Autodesk Docs://ACA-00127153-65FirstSt/127153_65FirstSt_Podium_R2022.rvt

SCALE CHECK 1 in 10mm



Notes:

* All residential parking stalls provided will be equipped with an Energized Level 2 outlet or higher

** Electrical outlet will be provided in Bike storage rooms

P4 BIKE PARK COUNT	
TYPE	Count
VERTICAL	7
OVERSIZE HORIZONTAL	39
HORIZONTAL LOCKER	11
TOTAL: 57	

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

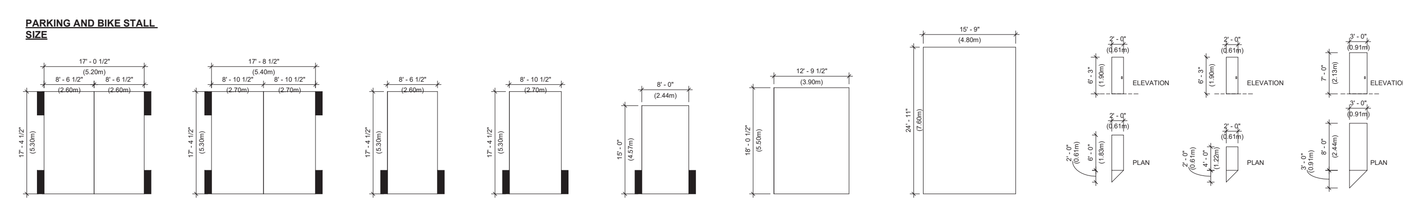
1 A1.04 LEVEL P4

0 5' 10' 20' 40'
SCALE | 1"=10'

PARKING USAGE COLOR LEGEND

- VISITOR PARKING
- RENTAL RESIDENTIAL PARKING
- CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL SIZE



2 CARS MODULE (MINIMUM) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH

2 CARS MODULE (MINIMUM) 21'-8" TWO-WAY TRAFFIC AISLE WIDTH

1 CARS MODULE (REGULAR STALL) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH

1 CARS MODULE (REGULAR STALL) 21'-8" TWO-WAY TRAFFIC AISLE WIDTH

1 CARS MODULE (SMALL STALL) 22'-0" TWO-WAY TRAFFIC AISLE WIDTH

1 CARS MODULE (ACCESSIBLE STALL)

1 CARS MODULE (VAN ACCESSIBLE STALL 7'-6 1/2" HEIGHT OVERHEAD CLEARANCE)

1 HORIZONTAL BIKE MODULE

1 VERTICAL BIKE MODULE

1 OVERSIZED BIKE LOCKER

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515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153

DRAWN BY: DESIGN TEAM	CHECKED BY: MS
PROJECT MGR: MS	APPROVED BY: SN

SHEET TITLE
LEVEL P4 PLAN

SHEET NUMBER
A1.04

ISSUE

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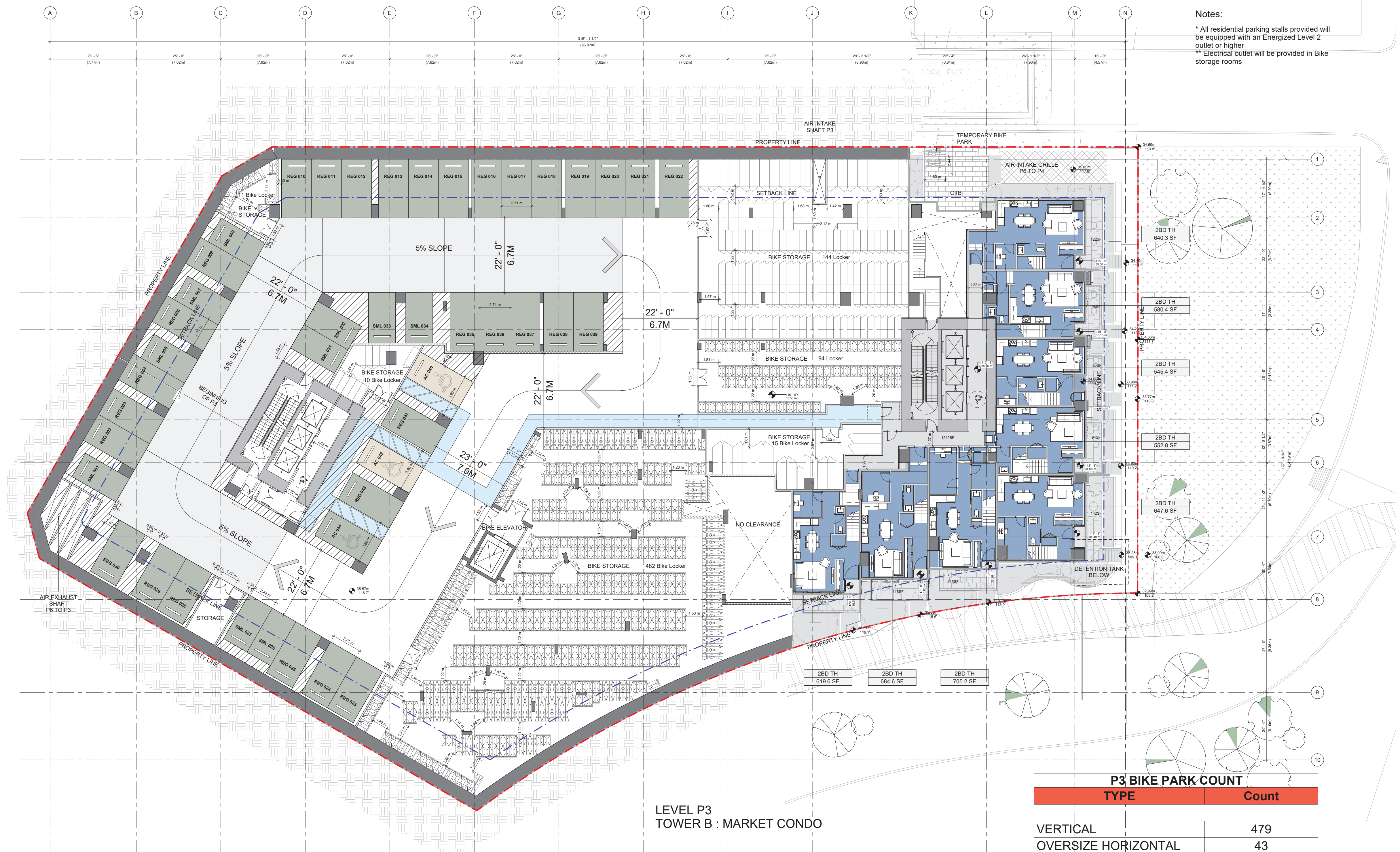
SCALE CHECK 10mm 1 in



Notes:

* All residential parking stalls provided will be equipped with an Energized Level 2 outlet or higher

** Electrical outlet will be provided in Bike storage rooms

LEVEL P3
TOWER B : MARKET CONDO

P3 BIKE PARK COUNT	
TYPE	Count
VERTICAL	479
OVERSIZE HORIZONTAL	43
HORIZONTAL LOCKER	126
HORIZONTAL	108

TOTAL: 756

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

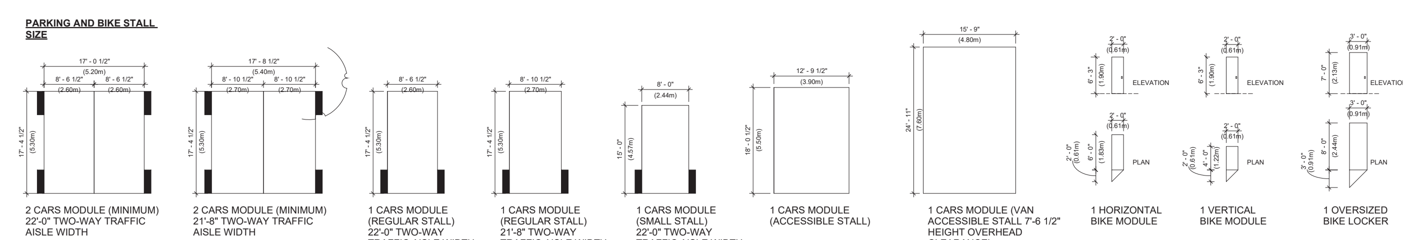
1 LEVEL P3
A1.05

SCALE | 1"=10'

PARKING USAGE COLOR LEGEND

- VISITOR PARKING
- RENTAL RESIDENTIAL PARKING
- CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL SIZE



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PROJECT

65 FIRST ST. TOWERS

515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153	
DRAWN BY: **DESIGN TEAM**	CHECKED BY: **MS**
PROJECT MGR: **MS**	APPROVED BY: **SN**

SHEET TITLE

LEVEL P3 PLAN

SHEET NUMBER A1.05 | ISSUE

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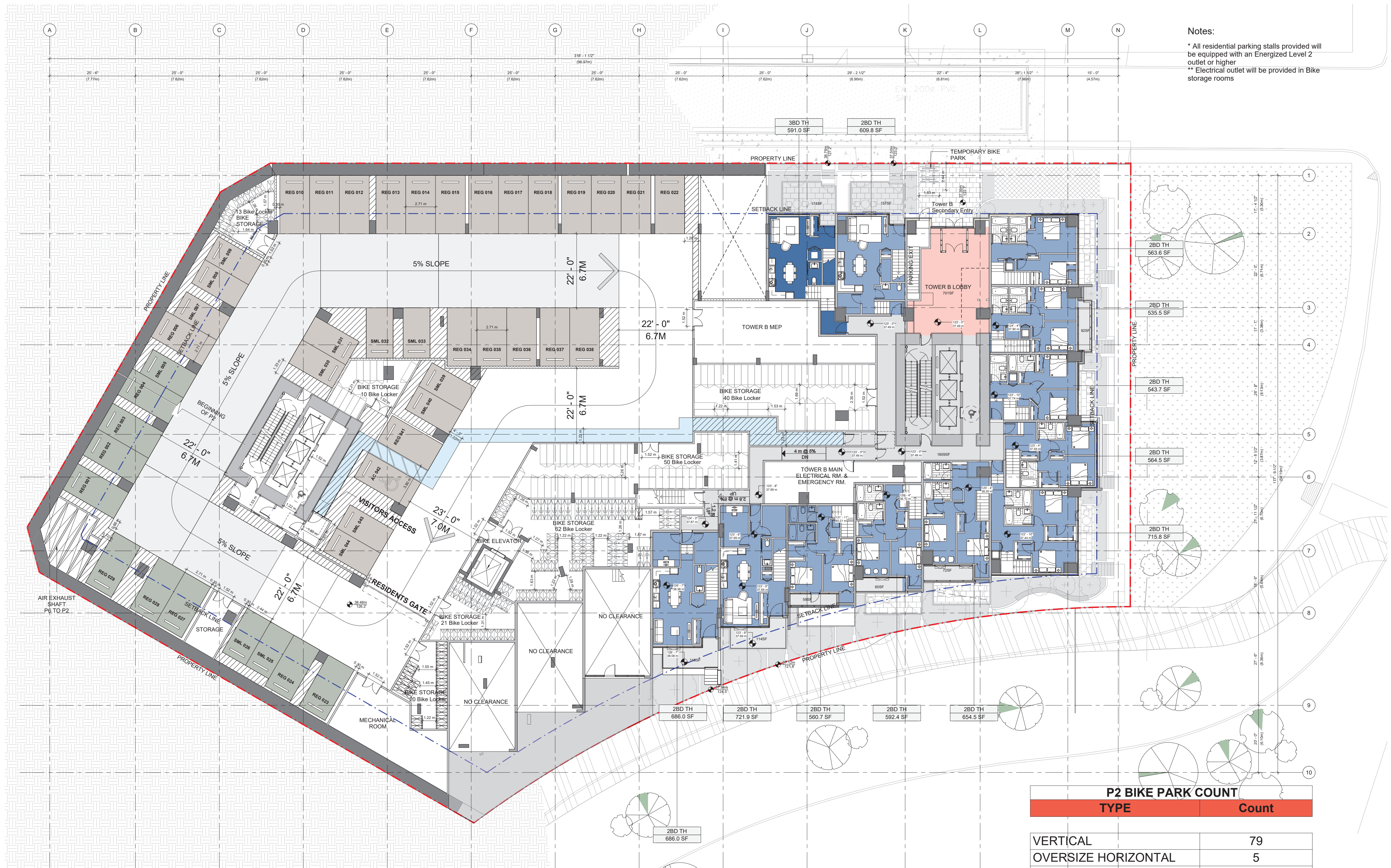
SCALE CHECK 10mm 1 in

Notes:

* All residential parking stalls provided will be equipped with an Energized Level 2 outlet or higher

** Electrical outlet will be provided in Bike storage rooms



P2 BIKE PARK COUNT	
TYPE	Count
VERTICAL	79
OVERSIZE HORIZONTAL	5
HORIZONTAL LOCKER	95
HORIZONTAL	37

TOTAL: 216

LEVEL P2 - HASTINGS ACCESS

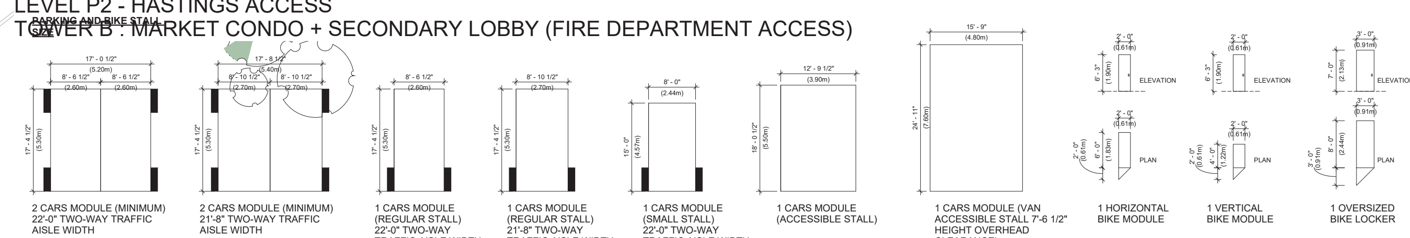
TOWER B : MARKET CONDO + SECONDARY LOBBY (FIRE DEPARTMENT ACCESS)

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

PARKING USAGE COLOR LEGEND

- VISITOR PARKING
- RENTAL RESIDENTIAL PARKING
- CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL



1 LEVEL P2 - HASTINGS ST ACCESS A1.06

0 5' 10' 20' 40'
SCALE | 1"=10'

2025-03-03 11:50:15 AM

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65 FIRST ST. TOWERS
515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153	
DRAWN BY: **DESIGN TEAM**	CHECKED BY: **MS**
PROJECT MGR: **MS**	APPROVED BY: **SN**

SHEET TITLE

LEVEL P2 - HASTINGS ST ACCESS PLAN

SHEET NUMBER	ISSUE
A1.06	

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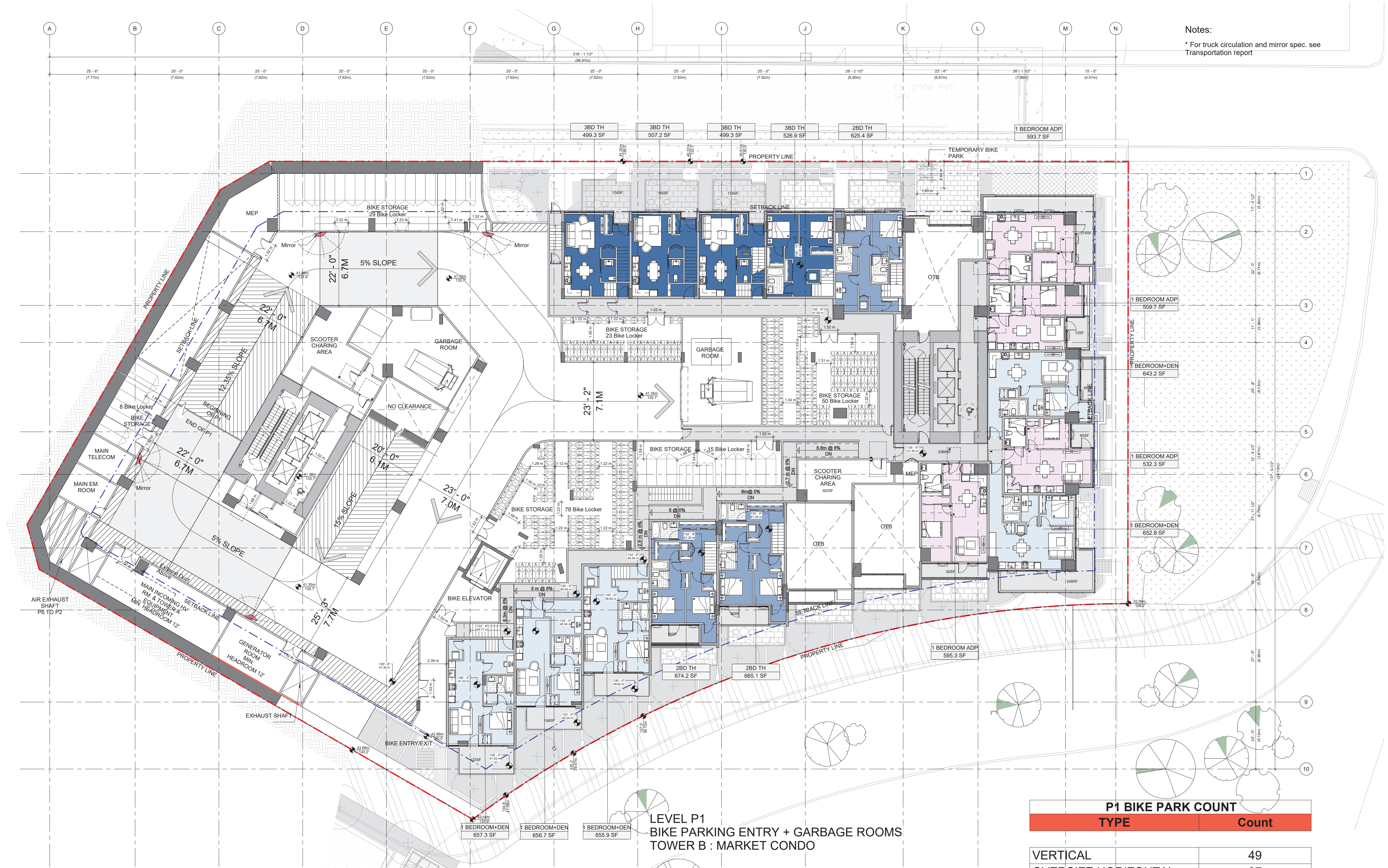
SCALE CHECK 10mm 1 in

Notes:

* For truck circulation and mirror spec. see Transportation report



LEVEL P1
BIKE PARKING ENTRY + GARBAGE ROOMS
TOWER B : MARKET CONDO

P1 BIKE PARK COUNT

TYPE	Count
VERTICAL	49
OVERSIZE HORIZONTAL	37
HORIZONTAL LOCKER	15
HORIZONTAL	102
TOTAL: 203	

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

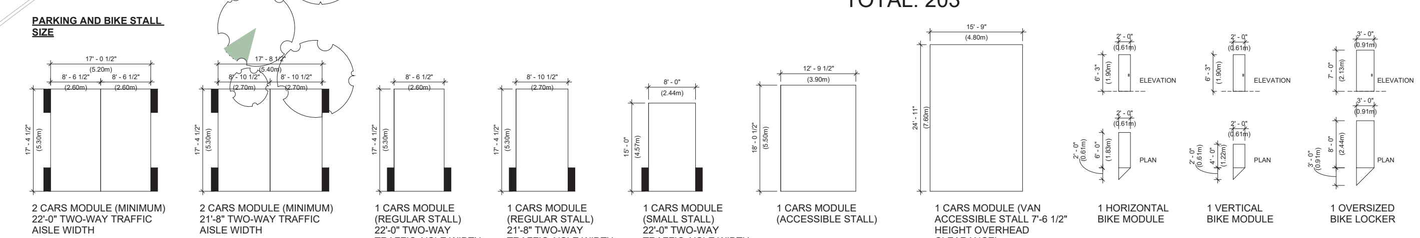
1 LEVEL P1 A1.07

SCALE | 1"=10'

PARKING USAGE COLOR LEGEND

- VISITOR PARKING
- RENTAL RESIDENTIAL PARKING
- CONDO RESIDENTIAL PARKING

PARKING AND BIKE STALL SIZE



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515 - 65 FIRST ST. NEW WESTMINSTER BC V3L 5K9

PROJECT NO: 127153

DRAWN BY: **DESIGN TEAM**	CHECKED BY: **MS**
PROJECT MGR: **MS**	APPROVED BY: **SN**

SHEET TITLE
LEVEL P1 PLAN

SHEET NUMBER A1.07 | ISSUE

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SCALE CHECK 1 in 10mm

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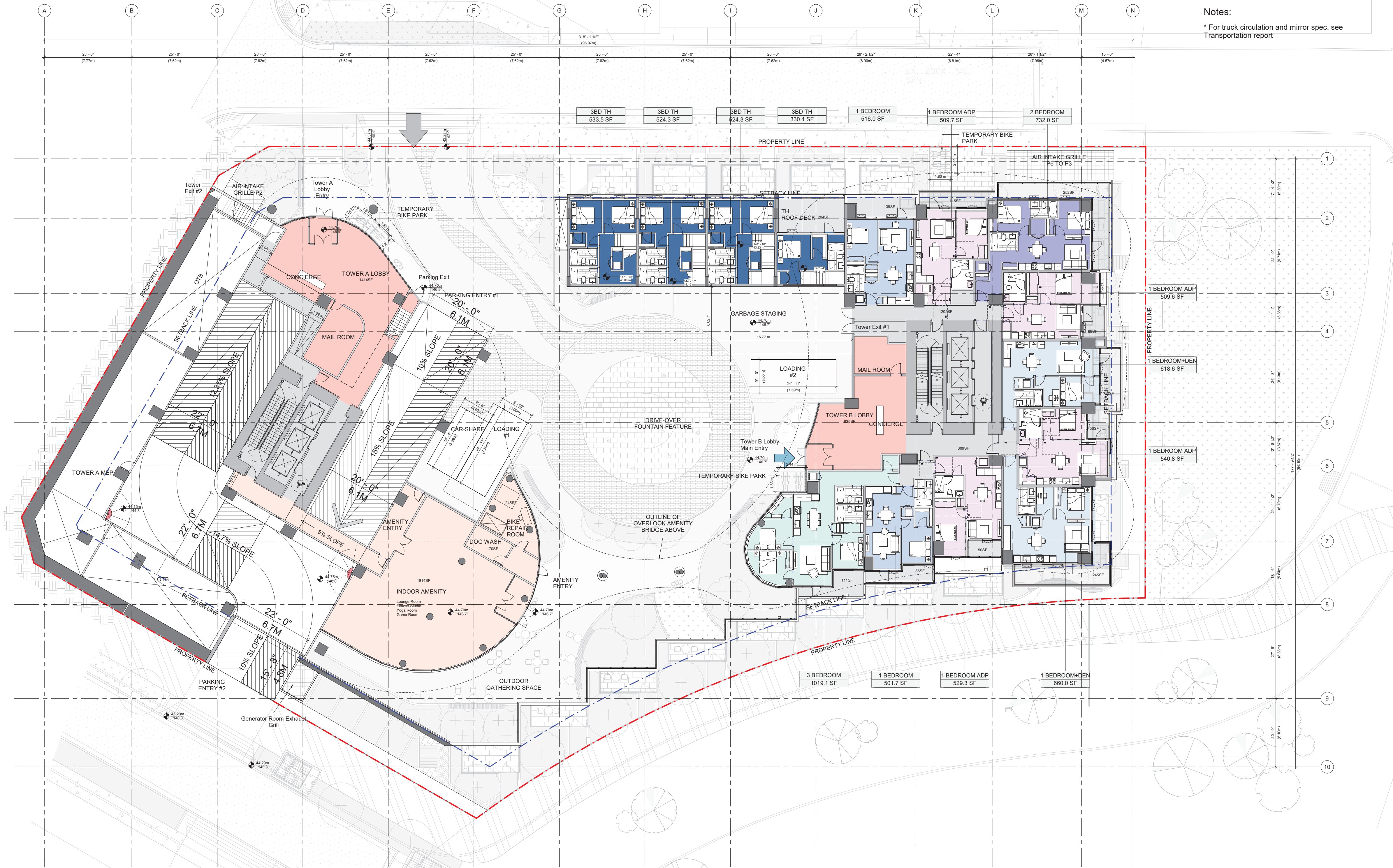
Notes:

* For truck circulation and mirror spec. see Transportation report



- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

1 A1.08 LEVEL 01 - FIRST ST ACCESS

0 5' 10' 20' 40'

SCALE | 1"=10'

LEVEL 01 FIRST ST ACCESS
PARKING/LOADING ENTRIES + ENTREY LOBBIES + SHARED
INDOOR & OUTDOOR AMENITY
TOWER A : MARKET RENTAL
TOWER B : MARKET CONDO

2025-01-31 3:26:16 PM

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SHEET TITLE

LEVEL 01 - FIRST ST ACCESS PLAN

SHEET NUMBER A1.08

ISSUE

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SCALE CHECK 1 in 10mm

LEVEL 02
SHARED INDOOR & OUTDOOR AMENITY
TOWER A : MARKET RENTAL
TOWER B : MARKET CONDO

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

1 A1.10 LEVEL 02

0 5' 10' 20' 40'
SCALE | 1"=10'

2025-01-31 3:25:29 PM

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LEVEL 02 PLAN

SHEET NUMBER
A1.10

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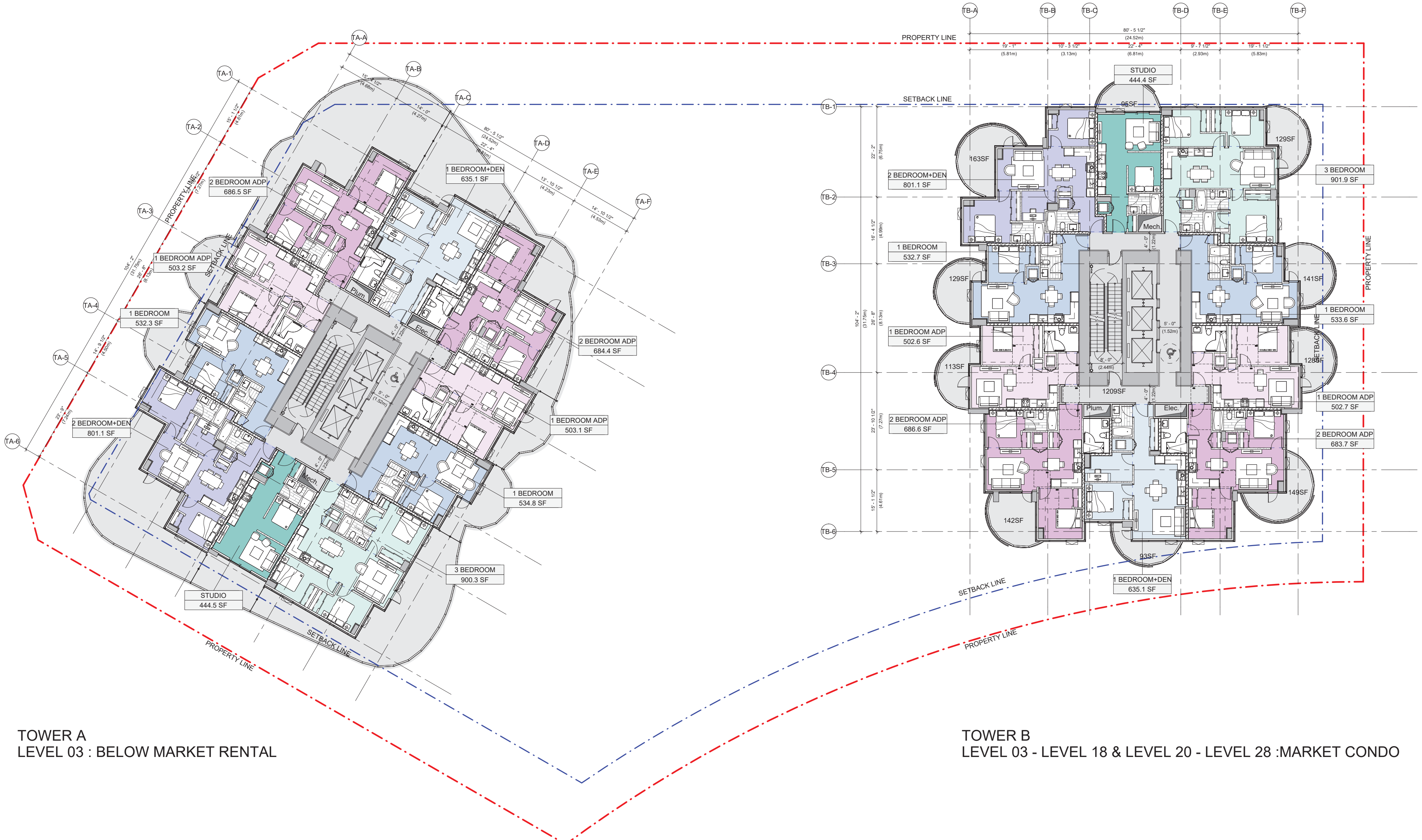

TOWER A
LEVEL 03 : BELOW MARKET RENTAL

TOWER B
LEVEL 03 - LEVEL 18 & LEVEL 20 - LEVEL 28 :MARKET CONDO

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

1 A1.11 LEVEL 03

SCALE | 1"=10'

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SHEET TITLE
LEVEL 03

SHEET NUMBER
A1.11

ISSUE

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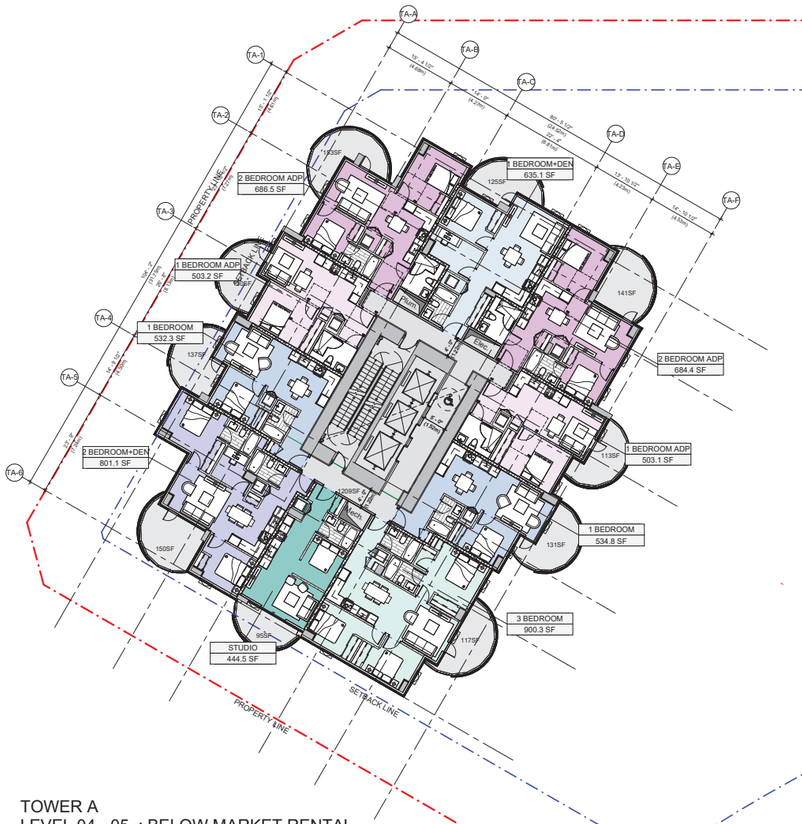

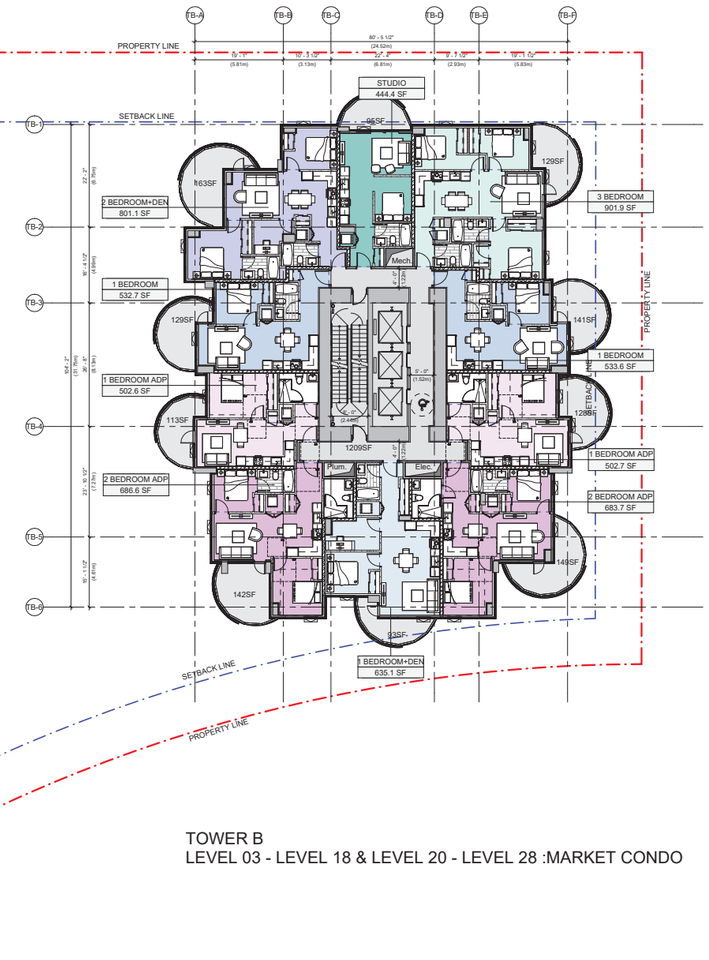

TOWER A
LEVEL 04 - 05 : BELOW MARKET RENTAL
LEVEL 06 - 33 : MARKET RENTAL

TOWER B
LEVEL 03 - LEVEL 18 & LEVEL 20 - LEVEL 28 :MARKET CONDO

- 1 BEDROOM
- 1 BEDROOM ADP
- 1 BEDROOM+DEN
- 2 BEDROOM
- 2 BEDROOM+DEN
- 2BD TH
- 2 BEDROOM ADP
- 3BD TH
- 3 BEDROOM
- BALCONY
- STUDIO
- AMENITY
- TOWER A LOBBY
- TOWER B LOBBY
- CORE/CORRIDOR

1 / A1.12 LEVEL 06 - TYPICAL TOWER PLAN LOWER STACK

0 5' 10' 20' 40'
SCALE | 1"=10'

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No.	DESCRIPTION	DATE
01	Rezoning and Development Permit	2023-11-14
02	Rezoning and Development Permit (Resubmission)	2024-08-06
03	Rezoning and Development Permit (Resubmission)	2024-11-15

Arcadis Architects Canada Inc.

CONSULTANTS

SEAL

PRIME CONSULTANT

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PROJECT
65 FIRST ST. TOWERS
515 - 65 FIRST ST. NEW
WESTMINSTER BC V3L 5K9

PROJECT NO:
127153

DRAWN BY:	CHECKED BY:
DESIGN TEAM	**MS**
PROJECT MGR:	APPROVED BY:
MS	**SN**

SHEET TITLE
LOWER STACK TYPICAL TOWER PLAN

SHEET NUMBER
A1.12

ISSUE

2025-01-21 10:47:09 AM

Schedule B to Housing Agreement

Affordable Rental Units

The following Dwelling Units are designated as Affordable Rental Units.

- The 30 Dwelling Units identified in the Site Design located on Levels 03, 04, and 05 of Tower A.

CONSENT AND PRIORITY AGREEMENT

PRIORITY AGREEMENT
WHEREAS:

A. **PORTAGE CAPITAL NOMINEE CORP. INCORPORATION NO. 002814032** (the "**Chargeholder**") is the holder of a mortgage and assignment of rents (the "**Financial Charges**") encumbering the lands described in Item 2 of Part 1 of the Form C General Instrument to which this Priority Agreement is attached and which are registered in the New Westminster Land Title Office as Mortgage CA8859099 and Assignment of Rents CA8859100; and

B. A covenant is being granted pursuant to Part 2 of the Form C General Instrument to which this Priority Agreement is attached (the "**City's Charge**") which is or will be registered against title to the lands.

NOW THEREFORE for one dollar ($1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder hereby grants to the City priority for the City's Charges over all the Chargeholder's right, title and interest in and to the lands as if the City's Charges had been executed, delivered and registered prior to the execution and registration of the Financial Charges and prior to the advance of any monies pursuant to the Financial Charges. The grant of priority is irrevocable, unqualified and without reservation or limitation.

IN WITNESS WHEREOF, the Chargeholder has executed and delivered this Consent and Priority Agreement by executing the *Land Title Act* Form C above which is attached hereto and forms part of this Agreement.

END OF DOCUMENT