



1. Application

**Joanna Track
 453 West 12th Avenue
 Vancouver BC V5Y 1V4**

LS-22-00649 (Heritage Revitalization Agreement)

2. Description of Land

PID/Plan Number	Legal Description
006-743-935	LOT 3 OF THE NORTH 1/2 OF LOT 2 BLOCK B DISTRICT LOTS 319, 323 AND 324 PLAN 6588

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Article 2
STATUTORY RIGHT OF WAY		Article 4

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

**CITY OF VANCOUVER
 453 WEST 12TH AVENUE
 VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
 By their Authorized Signatory

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
 By their Authorized Signatory

Officer Certification

Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution of this instrument.

Electronic Signature

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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TERMS OF INSTRUMENT - PART 2

HERITAGE REVITALIZATION AGREEMENT (JOY KOGAWA HOUSE)

WHEREAS:

- A. The Owner (as herein defined) is the legal and beneficial owner of the parcel of land at 1450 West 64th Avenue in the City of Vancouver (the “Lands”) which has the legal description shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. **There is a building situated on the Lands known as the “Joy Kogawa House”, which is considered to be of heritage value (the “Heritage Building”).**
- C. By a lease agreement dated January 1, 2018, as amended by a lease amendment agreement dated for reference August 1, 2020 (**the “Lease”**), the Owner leased the Lands, including the Heritage Building, to the Historic Joy Kogawa House Society (the “Tenant”) **for a term of 10 years, with an option to renew for an additional 10 years.**
- D. The Tenant wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building;
 - (ii) enabling the Heritage Building to be used for dwelling purposes in combination with certain cultural and recreational uses; and
 - (iii) converting the existing parking garage located at the rear of the Lands to an Infill One-Family Dwelling,
- and under development permit application No. DP-2022-00200 (**the “DP Application”**) the Tenant, with the consent of the Owner, has applied to the City for a development permit for that purpose.
- E. The Owner has agreed that, in exchange for a number of variances to the City of Vancouver’s *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, for the restoration, rehabilitation and conservation of the Heritage Building, and will accept the designation of the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter*.
- F. By way of an acknowledgment and assumption agreement dated July 1, 2022, between the Tenant, the City in its capacity as municipal regulator, and the City in its capacity as the registered owner of the Lands, the City has agreed that the Tenant will be entitled to assume the benefit of all rights of the Owner granted under this agreement, and the Tenant has agreed to accept, keep and observe the rights granted by this agreement and be responsible for and bound by **the Owner’s obligations under** this agreement, except as otherwise specified in the Lease.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits

given herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **“City”** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **“City of Vancouver” means its geographic location and area;**
- (b) **“Conservation Plan”** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (c) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to secure the rehabilitation and long-term preservation of the Heritage Building, change the use of the Heritage Building from One Family Dwelling to one Dwelling Unit in conjunction with certain cultural and recreational uses, and to convert the Rear Building to an Infill One-Family Dwelling, pursuant to the DP Application;
- (d) **“Development Permit” means any development permit(s) issued by the City** under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (f) **“Dwelling Unit” has the meaning** given under the *Zoning & Development By-law*;
- (g) **“General Manager of Planning, Urban Design, and Sustainability”** means **City’s** General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (h) **“Heritage Building”** has the meaning given above in the introductory paragraphs hereto;
- (i) **“Heritage Consultant”** means an independent heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;

- (j) **“Heritage Designation” means the City’s designation of the Heritage Building** as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Infill One-Family Dwelling” has the meaning given under the *Zoning & Development By-law*;**
- (l) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (m) **“Land Title Act” means the *Land Title Act*, R.S.B.C. 1996, c.250;**
- (n) **“Museum or Archives”** has the meaning given under the *Zoning & Development By-law*;
- (o) **“One-Family Dwelling” has the meaning given under the *Zoning & Development By-law*;**
- (p) **“Owner” means the registered owner or owners of the Lands** and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then **“Owner” includes the strata corporation** thereby created;
- (q) **“Rear Building”** means the existing parking garage located at the rear of the Lands, to be converted to an Infill One-Family Dwelling pursuant to the DP Application;
- (r) **“rehabilitate” and “rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (s) **“Rehabilitation Work”** has the meaning given in section 2.1(a)(i) below;
- (t) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c.43;
- (u) **“Tenant”** has the meaning given above in the introductory paragraphs hereto;
- (v) **“Vancouver Charter” means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof; and**
- (w) **“Zoning & Development By-law” means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.**

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) **the Owner, at the Owner's expense, and to the satisfaction of the** General Manager of Planning, Urban Design, and Sustainability:
 - (i) within forty-eight (48) months after the date upon which the Development Permit is issued, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit, and the Conservation **Plan (the "Rehabilitation Work")**;
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of Planning, Urban Design, and Sustainability, a signed comprehensive completion status report, detailing the completion of the Rehabilitation Work and stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and the Development Permit (including any amendments thereto);

- (b) nobody will in any way use or occupy either the Heritage Building or the Rear Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the Rear Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the Rear Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the General Manager of Planning, Urban Design, and Sustainability a signed comprehensive completion status report, detailing the completion of the Rehabilitation Work and stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and the Development Permit (including any amendments thereto); and

- (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either the Heritage Building or the Rear Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the Rear Building in contravention of such revocation, this **agreement and any applicable City bylaws, the City, at the Owner's expense,** may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the Heritage Building or the Rear Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the **Owner, at the Owner's expense, will do all things reasonably necessary** to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, **the Owner, at the Owner's expense, shall** keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan, and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or **destroyed, the Owner, at the Owner's expense, and to the City's satisfaction,** shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to **replicate it, as the case may be, the Owner, at the Owner's expense, and in** consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated

market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the **Heritage Building, then the Owner may request of the City's Mayor and Council** that this agreement be discharged from title to the Lands and the Heritage Designation be cancelled;

- (i) **if at any time, in default under this agreement, the Owner, in the City's** opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, **after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will not be obligated to, rectify the Owner's default; and**
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the market value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the Rear Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis one or both of them, may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;

- (b) **this agreement has been fully registered in the Land Title Office to the City's satisfaction;**
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the Heritage Building or the Rear Building have been fulfilled;
- (e) **the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;**
- (f) the Owner, at the time of application for any such occupancy permits, is not, **in the City's opinion**, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to either the Heritage Building, the Rear Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian **chartered bank or other financial institution acceptable to the City's Director of Legal Services** and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank or financial institution issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) **the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work;** or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

3.4 **Within a reasonable time of the Owner's request** after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4
STATUTORY RIGHT OF WAY

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building **or at the perimeter of the Lands, at the City's expense, and in consultation** with the Owner as to location, a commemorative plaque; and
- (b) **in the event the Owner, in the City's opinion, is in default of any of its** obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

4.2 The statutory right of way granted in the preceding paragraph is necessary for the **operation and maintenance of the City's undertaking.**

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

ARTICLE 5
DEBTS OWED TO CITY

5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to **perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work** or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair **compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.**

ARTICLE 6
BY-LAW VARIATIONS

6.1 The *Zoning & Development By-law* is hereby varied as follows for the Lands, for the purposes of the Development:

- (a) Section 4.6.2 is varied such that it does not apply to the Lands;
- (b) Section 11.10.2 is varied such that the Director of Planning may permit a dwelling unit to have a floor area that is less than 29.7 m²;
- (c) Section 3.2.1.DW of the RS-1 District Schedule is varied to allow the following additional uses on the Lands:
 - (i) Museum or Archives;
 - (ii) Dwelling Unit in conjunction with Museum or Archives; and
 - (iii) any other use which is not specifically listed and defined as a use in section 2 of the *Zoning & Development By-law* but which the Director of Planning considers comparable in nature to the uses listed in subsections (i) and (ii) above, having regard to the intent of the RS-1 District Schedule;
- (d) Section 4.6.1 of the RS-1 District Schedule is varied to reduce the minimum rear yard requirement to 10.12 metres (33.2 feet);
- (e) Section 4.7.1(a) of the RS-1 District Schedule is varied such that it does not apply to the Lands; and
- (f) Section 4.16 of the RS-1 District Schedule is varied to increase the maximum building depth to 15.15 metres (49.7 feet).

ARTICLE 7 NOTICES

7.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the **Owner's address as shown in the Land Title Office** records; and
- (b) if to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing,

provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 8 GENERAL

8.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the **Owner's** obligations in this agreement.

8.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

8.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

8.4 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

8.5 **Time of Essence.** Time will be of the essence in respect of this agreement.

8.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be **binding upon the Owner's successors in title and** trustees and successors and all parties claiming through such owners.

8.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or **prejudice or affect the City's rights, powers, duties or obligations in the exercise of its** functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

8.8 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

8.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

8.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

8.12 City Approvals. **In this agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.**

IN WITNESS WHEREOF the parties have executed this agreement on Form C which is a part hereof.

END OF DOCUMENT