



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

TEMPORARY USE PERMIT TUP NO. 3080-20-04

ISSUED TO:

| | |
|-------------------------------|---|
| Owner: | Talat (Goli) Massah Vahid Massah |
| Address: | 5 Brunswick Beach Road Lions Bay, BC |
| Agent (if applicable): | Jessica Weiss, 10 Brunswick Beach Road, [REDACTED] |

(hereafter the Permittees)

1. This Temporary Use Permit ("TUP") is issued subject to compliance with all of the bylaws of the Village of Lions Bay ("the Municipality") applicable thereto, except those specifically varied or supplemented by this TUP.
2. This TUP is not a building permit. All buildings and structures over 10 square meters require a building permit.
3. This TUP applies to those lands within the Village described below and any and all buildings, structures, and other development thereon (the "Subject Property"):

5 Brunswick Beach Road
PID: 009-322-469
Lot 19, Block 18, District Lot 1815, Plan 10651

4. In addition to the existing provisions of Zoning and Development Bylaw No.520, 2017 as amended from time to time, or any bylaw replacing Bylaw No. 520, the Permittee may use the Subject Property for short term rental ("STR") use for the temporary commercial accommodation of paying guests for periods of less than one month.
5. If the Subject Property is within a Natural Hazard Assessment Area, as defined in the report titled "The Village of Lions Bay: A Natural Hazards Assessment Area Strategy for Coastal, Creek and Hillslope Hazards" prepared by Cordilleran Geoscience dated June 25, 2018 (the "Cordilleran Report"), the Permittee must provide potential STR guests with a written notice

that the property is in a Natural Hazard Assessment Area and may be at risk of hazards, including coastal flooding and wildfire hazards (collectively, the “Natural Hazards”). The Cordilleran Report can be viewed on the Village of Lions Bay website in the Reports and Documents section via the link below in the following example notice:

“This property is within one or more Natural Hazard Assessment Areas, which means that there is an unquantified risk that a natural hazard may occur during your stay. Possible hazards include coastal flooding and wildfire hazards. For more information on these hazards, potential guests can refer to the Municipality’s website at:

https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhaa_final_v5maps.pdf”.

6. The temporary use permitted under section 4 of this TUP shall be subject to the following conditions:
 - a) The Permittee shall deliver to the Village an executed Insurance, Release and Indemnity Agreement, in the form provided by the Municipality;
 - b) The Permittee shall obtain and maintain the insurance required by the Municipality, as contemplated in the Insurance, Release and Indemnity Agreement;
 - c) The name and contact information of an agent residing within the Village of Lions Bay must be provided to the Municipality and either the Permittee or the said agent must be available twenty-four (24) hours per day to respond within one (1) hour to any complaints lodged by neighbours and within twenty-four (24) hours to any complaint or notice from the Municipality – a report of any complaint and the action taken shall be filed with the Municipality within 48 hours of the complaint;
 - d) The number of STR guests at any one time shall not exceed six (6);
 - e) All parking for STRs must be provided on the Subject Property. The number of guest vehicles shall not exceed the number of guest vehicle parking spaces on the parcel;
 - f) Web listings for STRs shall specify the maximum number of guests and guest vehicles permitted on the Subject Property;
 - g) The Permittee shall notify guests that quiet hours are between 10 pm and 8 am seven days per week and that the use of outdoor areas, including but not limited to hot tubs and swimming pools, are restricted accordingly. A notice outlining quiet hours shall be posted within the Subject Property along with notices that the clothing optional beach is located at the south end of Brunswick Beach, that dogs must be leashed, and that no outdoor fires are permitted;
 - h) No signs indicating the STR use are permitted on or off the Subject Property;
 - i) No building or land alteration in conjunction with the STR use may occur;
 - j) This TUP is non-transferable; and

- k) If food is being served by the Permittee to STR guests, the Permittee must obtain and maintain all of the applicable permits and authorization from the relevant government authority to serve food.
- 7. Any costs incurred with respect to the requirements of this TUP will be at the sole cost of the Permittees.
 - 8. The Subject Property described herein shall be used in strict accordance with the terms and conditions and provisions of this TUP.
 - 9. Security in the form of a cash deposit, bond, irrevocable letter of credit or similar instrument in the amount of \$2,500 is required in conjunction with the issuance of a TUP for STRs. This security may be drawn upon by the Municipality for:
 - a. Remedying any violation of the temporary use permit, a Municipality's bylaw or the Insurance, Release and Indemnity Agreement;
 - b. Enforcing the temporary use permit, a Municipality's bylaw, or the Insurance, Release and Indemnity Agreement;
 - c. Recovering any fine levied or judgement obtained against the Permittee; and
 - d. Reimbursing the Village for legal and other expenses incurred in connection with enforcing the temporary use permit, the Municipality's bylaws, or the Insurance, Release and Indemnity Agreement.
- If drawn upon by the Municipality, this security must be replenished by the Owner within 30 days upon request.
- 10. Any application to amend this TUP shall be considered a temporary use permit application.
 - 11. In accordance with Village of Lions Bay Policy No. 1702, as amended, the Permittee may apply to renew this TUP for a maximum of one year.
 - 12. This TUP expires on December 21, 2019.

ISSUED THIS 21ST DAY OF DECEMBER, 2018.



Peter DeJong, Chief Administrative Officer



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

INSURANCE, RELEASE AND INDEMNITY AGREEMENT

THIS AGREEMENT dated for reference [date].

BETWEEN:

VILLAGE OF LIONS BAY, a municipality duly incorporated under the laws of British Columbia and having an address at 400 Centre Road, Lions Bay, BC, V0N 2E0 (the "Municipality").

AND:

[NAME OF APPLICANT(S)], being the owner of Talat Goli Massah, Lions Bay, BC, (the "Owner").

WHEREAS:

- A. The Owner has applied to the Municipality for a Temporary Use Permit for Short-Term Rentals at #5 Brunswick Beach Rd, Lions Bay, BC (the "Property");
- B. The Municipality has adopted Policy POL-1702 providing guidance for staff, elected officials and property owners regarding applications for Temporary Use Permits (TUPs) for Short Term Rentals (STRs); and
- C. The Owner has agreed to grant this indemnity and release to the Municipality as a condition of issuing the Temporary Use Permit.

NOW THEREFORE, in consideration of the payment of one (\$1.00) dollar and other good and valuable consideration paid by each of the parties to the other (the receipt and sufficiency of which is hereby acknowledged) the Municipality and the Owner agree as follows:

NATURAL HAZARD

1. The Owner acknowledges that the Property is situated within a Natural Hazard Assessment Area, as defined in the report titled "The Village of Lions Bay: A Natural Hazards Assessment Area Strategy for Coastal, Creek and Hillslope Hazards" prepared by Cordilleran Geoscience dated June 25, 2018, which report can be viewed at the Village of Lions Bay website: https://www.lionsbay.ca/sites/2/files/docs/related/lions_bay_nhha_final_v5maps.pdf



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

(the "Report"), and may be at risk of such natural hazards as debris flow, debris flood, slope failure, landslide, rockfall and wildfire (collectively, the "Natural Hazards"). The Owner confirms that they have viewed the Report and have a full understanding of the scope and risk of the potential Natural Hazards affecting the Property.

2. Pursuant to the Temporary Use Permit, the Owner is fully responsible for notifying all prospective STR tenants of the risk of Natural Hazards and for directing STR tenants to the Municipality's website for information about the Natural Hazards in the area.
3. The Owner is fully responsible for the safety of the Property, the safety of STR tenants, and the suitability of the Property for its intended use. The Municipality makes no representations or warranties about the safety of the Property from Natural Hazards.

RELEASE AND INDEMNITY

4. In this Agreement, the following terms have the following meaning:
 - a. "Claims and Expenses" includes all actions, causes of action, suits, judgments, proceedings, demands and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damage, loss, expense, injury or death; and
 - b. "Municipal Parties" means the Municipality, its employees, officers, volunteers, contractors and elected officials.
5. The Owner hereby releases the Municipal Parties from all Claims and Expenses that may occur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
 - a. the issuance of the Temporary Use Permit;
 - b. a Natural Hazard event;
 - c. failure of the Owner to notify Property occupants of the risk of Natural Hazards;



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- d. the condition of the Property;
 - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
 - f. a negligent act or omission of an STR tenant.
6. The Owner shall indemnify the Municipal Parties against all Claims and Expenses that the Municipal Parties may incur as a result of the use of the Property for STR purposes, including but not limited to one or more of the following:
- a. the issuance of the Temporary Use Permit;
 - b. a Natural Hazard event;
 - c. failure of the Owner to notify a Property occupant of the risk of Natural Hazards;
 - d. the condition of the Property;
 - e. a negligent act or omission of the Owner or those for whom the Owner is at law responsible; and
 - f. a negligent act or omission of an STR tenant.
7. The Owner shall reimburse the Municipality for all costs (including legal and consultant fees) incurred by the Municipality to enforce this Agreement.
8. Sections 5, 6 and 7 will survive the expiration or the earlier termination of the Temporary Use Permit.

INSURANCE

9. The Owner shall:
- a. as a condition of issuing the Temporary Use Permit, obtain; and
 - b. at all times during the term of the Temporary Use Permit, maintain in good standing,



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

a general commercial liability insurance in connection with the uses permitted in the Temporary Use Permit, in the amount of not less than \$5,000,000.00 per occurrence, in the form and substance acceptable to the Municipality.

10. Without limiting section 9, the insurance policy must:

- a. add the Municipality as an additional insured;
- b. contain severability of interest and cross-liability endorsements satisfactory to the Municipality;
- c. contain a waiver of subrogation against the Municipal Parties, in the form satisfactory to the Municipality;
- d. be a primary, non-contributing policy relative to any insurance carried by the Municipality;
- e. stipulate that the policy will not be cancelled or materially amended without a prior 30-days' written notice to the Municipality; and
- f. have a deductible in an amount acceptable to the Municipality.

11. The Municipality reserves the right to require the Owner to increase or amend the insurance, or obtain a different type of insurance, as necessary to reflect insurance that a prudent owner would obtain for similar uses in similar circumstances in British Columbia.

12. The Owner acknowledges that any requirements by the Municipality as to the amount of coverage under any policy of insurance will not constitute a representation by the Municipality that the amount required is adequate. The Owner is solely responsible for obtaining and maintaining policies of insurance in adequate amounts. The insurance policy coverage limits will not be construed as relieving the Owner from responsibility for any amounts which may exceed these limits, for which the Owner may be legally liable.

13. The requirement to obtain and maintain insurance is without prejudice to the Owner's obligation to indemnify the Municipal Parties.



THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

14. The Owner is solely responsible for all deductible amounts including all claim expenses incurred and policy premium payments.

GENERAL

15. This Agreement will be governed by the laws and statutes of the Province of British Columbia, and the British Columbia courts will have jurisdiction.
16. This Agreement is without prejudice to the Municipality's rights and obligations as a governmental authority under the *Community Charter*, the *Local Government Act* and other enactments.
17. The Municipality's remedies under this Agreement are cumulative and in addition to any right or remedy which may be available to the Municipality at law or in equity.
18. Failure of the Municipality to enforce this Agreement will not constitute a waiver of any obligation under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates indicated below:

Signed on _____ by the authorized signatories of the VILLAGE OF LIONS BAY:

Mayor

Corporate Officer

Signed on Dec. 21, 2018 by Talat massah [Owner] in the presence of

Pamela Rooke [Witness]: Pamela Rooke

Witness

Owner

Address of Witness

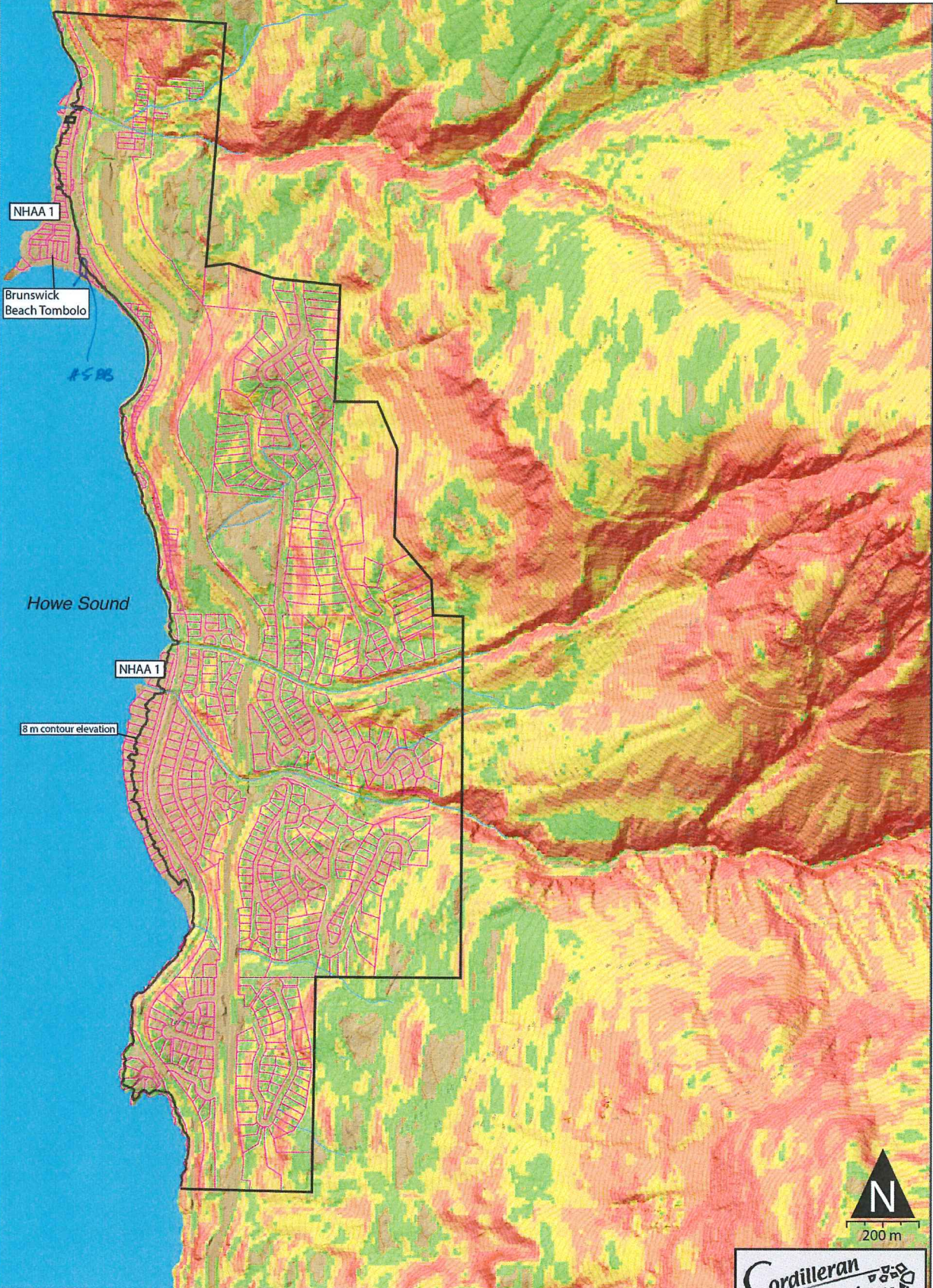
CFO - Village of Lions Bay

Occupation of Witness

NHAA 1, includes shore front terrain captured by the 8 m contour elevation above mean sea-level (CGD) .

Slope theme

| |
|--------|
| >90% |
| 70-90% |
| 60-70% |
| 50-60% |
| 30-50% |
| 0-30% |



Map 3. Lions Bay NHAA 1 Coastal hazards

INSURANCE COVER NOTE

Dec 22, 2018
Cert # 2018-401

EFFECTED BY:

IRWIN & BILLINGS, DIV OF VSV
1900 LONSDALE AVENUE
NORTH VANCOUVER, BC V7M 2K1

Insured: Vahid & Goli Massah

Effective: December 24, 2018 (12:01am Pacific Standard time) **Premium:** Included

Business Covered: Ownership of Residential Cottage used for Air BnB

Address: #5 Brunswick Road, Lions Bay BC

Coverage: Commercial General Liability – Occurrence Basis (Form #: C77000.3)

\$5,000,000. Coverage A - Bodily Injury & Property Damage - per occurrence
\$5,000,000. Coverage A - Products & Completed Operations - aggregate limit
\$5,000,000. Coverage B - Personal and Advertising Injury Liability – per occurrence
\$ 5,000. Coverage C - Medical Expense Limit, Per Person
\$ 25,000. Coverage C - Medical Expense Limit, Per Occurrence
\$ 100,000. Coverage D - Tenant's Legal Liability All Risk - any one premises
\$2,000,000. Non-Owned Automobile Policy - S.P.F. No. 6

Deductibles: \$1,000. Bodily Injury and Property Damage

Included: Cross Liability Clause,

Subject to: Restricted to designated premises

Standard Policy Exclusions: Pollution, Nuclear, War Risks, Data, Terrorism, Fungi and Fungal Derivatives, Asbestos

Additional Insured: The Municipality of the Village of Lions Bay, PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0 are added as Additional Insured, but solely with respect liability arising from the operations of the named insured. Waiver of Subrogation and 30 Day notice of Cancellation are also included for Village of Lions Bay.

Companies Bound: As arranged through Can-Sure Underwriting Ltd.
Policy # TBA
Effective: December 24, 2018 to December 24, 2019

SUBJECT OTHERWISE TO THE USUAL PRINTED CLAUSES AND CONDITIONS ON THE POLICIES OF THE UNDERWRITERS AND/OR COMPANIES WITH WHOM THE INSURANCE IS EFFECTED.

THIS DOCUMENT IS EVIDENCE THAT INSURANCE DESCRIBED ABOVE HAS BEEN EFFECTED, AGAINST WHICH UNDERWRITERS CERTIFICATES OR POLICIES WILL BE DULY ISSUED. IMMEDIATE ADVICE MUST BE GIVEN OF ANY DISCREPANCIES, INACCURACIES OR NECESSARY CHANGES REQUIRED.

IRWIN & BILLINGS
(A Div of Vincent, Stewart, & Vincent Ltd.)

Per 

THIS POLICY CONTAINS A CLAUSE(S) WHICH MAY LIMIT THE AMOUNT PAYABLE

E&OE

Covernote/BLANK01.RTF-05/97

NEW WESTMINSTER LAND TITLE OFFICE

LAND TITLE ACT BRITISH COLUMBIA

FORM 17 CHARGE, NOTATION OR FILING Jan-14-2019 16:07:59.001

LAND TITLE AND SURVEY AUTHORITY

CA7294795

PAGE 1 OF 2 PAGES

- Your electronic signature is a representation by you that:
 - you are a subscriber; and
 - you have incorporated your electronic signature into
 - this electronic application, and
 - the imaged copy of each supporting document attached to this electronic application, and have done so in accordance with Sections 168.3 and 168.41(4) of the *Land Title Act*, RSBC 1996, C.250.

Olga Rivkin
DB8L2C

Digitally signed by
Olga Rivkin DB8L2C
Date: 2019.01.14
16:06:59 -08'00'

- Your electronic signature is a declaration by you under Section 168.41 of the *Land Title Act* in respect of each supporting document required in conjunction with this electronic application that:
 - the supporting document is identified in the imaged copy of it attached to this electronic application;
 - the original of the supporting document is in your possession; and
 - the material facts of the supporting document are set out in the imaged copy of it attached to this electronic application.

Each term used in the representation and declaration set out above is to be given the meaning ascribed to it in Part 10.1 of the *Land Title Act*.

1. APPLICANT: (Name, address, phone number of applicant, applicant's solicitor or agent)

Olga Rivkin, Lawyer

Lidstone & Company Law Corporation

1300 - 128 Pender Street West

Vancouver

BC V6B 1R8

Tel: 604-899-2932

File: 10096-010

Notice of Temporary Use Permit

Document Fees: \$28.63

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[legal description]

009-322-469

LOT 19 BLOCK 18 DISTRICT LOT 1815 PLAN 10651

STC? YES ☐

3. NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

MUNICIPAL GOVERNMENT NOTICE

ADDITIONAL INFORMATION:

Notice of Temporary Use Permit - Section 503 of Local Government Act

NATURE OF CHARGE, NOTATION, OR FILING: AFFECTED CHARGE OR NOTATION NO:

ADDITIONAL INFORMATION:

4. PERSON TO BE REGISTERED AS CHARGE OWNER: (including occupation(s), postal address(es) and postal code(s))

THE MUNICIPALITY OF THE VILLAGE OF LIONS BAY

400 CENTRE ROAD

LIONS BAY

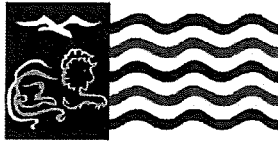
V0N 2E0

BRITISH COLUMBIA

CANADA

Incorporation No

N/A



VILLAGE OF LIONS BAY

PO Box 141, 400 Centre Road, Lions Bay, BC, V0N 2E0 / 604-921-9333

Local Government Act, SBC 2015, c. 1, as amended

(Part 14)

NOTICE OF PERMIT

To: Registrar of Titles

TAKE NOTICE that the land described below is subject to a Temporary Use Permit with the Village of Lions Bay.

PARTICULARS OF PERMIT

| |
|---|
| Description: |
| (a) Type of Permit: Temporary Use Permit |
| (b) Statutory Authority: s. 503(1) of the <i>Local Government Act</i> |
| Legal Description of Land Affected: |
| 009-322-469 |
| Lot 19 Block 18 District Lot 1815 Plan 10651 |

THE VILLAGE OF LIONS BAY,
by its authorized signatory:

Dated: January 11, 2019


Name: Peter DeJong, CAO