

CITY OF SURREY

BY-LAW NO. 14365

A by-law to authorize the City of Surrey to enter into a housing agreement
.....

WHEREAS the City of Surrey has received an application to enter into a housing agreement

AND WHEREAS Section 905 of the Local Government Act, R.S.B.C. 1996 c.323, as amended (the "*Local Government Act*"), empowers the Council or the City of Surrey to enter into a housing agreement;

NOW, THEREFORE, the Council of the City of Surrey, in open meeting assembled, ENACTS AS FOLLOWS:

1. The City of Surrey is hereby authorized and empowered to enter into a housing agreement in the form attached hereto as Schedule A and forming part of this By-law (the "Housing Agreement") with the following party:

PROGRESSIVE INTER-CULTURAL COMMUNITY SERVICES SOCIETY
(Inc. No. S-22870)
#109, 12414 - 82 Avenue
Surrey, B.C.
V3W 3E9

and with respect to that certain parcel or tract of lands and premises, situate lying and being in the City of Surrey, in the Province of British Columbia and being more particularly known and described as:

Parcel Identifier: 017-964-091
Lot 3, Section 19, Township 2, New Westminster District, Plan LMP 5880

12075 - 75A Avenue)

(the "Lands")

2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.

3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 905 of the Local Government Act, that the Lands are subject to the Housing Agreement.

4. This By-law shall be cited for all purposes as "Progressive Inter-Cultural Community Services Society Housing Agreement, Authorization By-law, 2001, No. 14365.

PASSED THREE READINGS on the 9th day of April, 2001.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 23rd day of April, 2001.

_____ MAYOR

_____ CLERK

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LAND TITLE ACT
FORM C
(Section 233)

Province of
British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office use)

PAGE 1 of 9 pages

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

Robert E. Marriott
Davis & Company, Barristers & Solicitors
2800 Park Place, 666 Burrard Street
Vancouver, BC, V6C 2Z7
Telephone No. (604) 687-9444
Client No. 10371 File Ref. REM/sxh

Signature of Solicitor

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND: *
(PID) (LEGAL DESCRIPTION)

017-964-091

Lot 3, Section 19, Township 2, New Westminster District, Plan
LMP5880

3. NATURE OF INTEREST: *
DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

Housing Agreement

Entire Instrument

Transferee

4. TERMS: Part 2 of this Instrument consists of (select one only)

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

Annexed as Part 2

(c) Release

There is no Part 2 of this Instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

PROGRESSIVE INTER-CULTURAL COMMUNITY SERVICES SOCIETY (Inc. No. S-22870)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))*

CITY OF SURREY, having its municipal office at 14245 - 56th Avenue, Surrey, British Columbia,
V3X 3A2

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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.

<p>Officer Signature(s)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Print Name)</p> <p>_____</p> <p>(Address)</p> <p>_____</p> <p>(Professional Capacity)</p> <p>(as to all signatures)</p>	<p>Execution Date</p> <table border="1" style="width: 100%; height: 150px; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> </table>	Y	M	D																												<p>Party(ies) Signature(s) (ALL SIGNATURES TO BE IN BLACK INK)</p> <p>PROGRESSIVE INTER-CULTURAL COMMUNITY SERVICES SOCIETY by its authorized signatories:</p> <p>_____</p> <p>Print Name -</p> <p>_____</p> <p>Print Name -</p>
Y	M	D																														

<p>Officer Signature(s)</p> <p>_____</p> <p>(Signature)</p> <p>_____</p> <p>(Print Name)</p> <p>_____</p> <p>(Address)</p> <p>_____</p> <p>(Professional Capacity)</p> <p>(as to all signatures)</p>	<p>Execution Date</p> <table border="1" style="width: 100%; height: 150px; border-collapse: collapse;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> <tr><td style="height: 30px;"> </td><td> </td><td> </td></tr> </table>	Y	M	D																												<p>Party(ies) Signature(s) (ALL SIGNATURES TO BE IN BLACK INK)</p> <p>CITY OF SURREY by its authorized signatories:</p> <p>_____</p> <p>Print name - Murray Dinwoodie General Manager Planning & Development</p> <p>_____</p> <p>Print Name - Marg Jones Acting City Clerk</p>
Y	M	D																														

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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT

THIS AGREEMENT made this ____ day of _____, 2001.

BETWEEN:

CITY OF SURREY, having its municipal office at 14245 - 56th
Avenue, Surrey, British Columbia V3X 3A2

(the "City")

OF THE FIRST PART

AND:

**PROGRESSIVE INTER-CULTURAL COMMUNITY
SERVICES SOCIETY**, a society incorporated under the laws of
the Province of British Columbia and having a business address at
#109, 12414 - 82nd Avenue, Surrey, British Columbia V3W 3E9

("PICS")

OF THE SECOND PART

WHEREAS:

- A. PICS has entered into an Agreement to acquire those certain lands and premises located at 12075 - 75 "A" Avenue, in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier No.: 017-964-091
Lot 3, Section 19, Township 2
New Westminster District
Plan LMP5880

(the "Lands")

- B. PICS proposes to develop the Lands with buildings having residential strata lots for occupancy by Qualified Occupants.

- C. PICS has requested the City to issue Development Variance Permit No. 7900-0341-00 (the "DVP") reducing the required number of parking stalls from 41 to 17 pursuant to Part V, Section B.7(a) of Surrey Zoning By-law, 1985, No. 5942 as amended and it is a condition of the issuance of the DVP that the parties enter into this Agreement in order to restrict the occupancy of the dwelling units to be constructed on the Lands as provided in this Agreement.
- D. Section 905 of the *Local Government Act* R.S.B.C. 1996, Chapter 323, as amended, authorizes the City, by by-law, to enter into a housing agreement.

WITNESSETH THAT in consideration of the premises, the respective covenants and agreements of the parties as hereinafter set out and the sum of \$1.00 and other good and valuable consideration paid by the City to PICS (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1 DEFINED TERMS AND SCHEDULES

- 1.1 In and for the purposes of this Agreement, the following terms shall have the following respective meanings:
- (a) "Care-giver" means a person, other than a spouse of a Qualified Occupant, who resides in a Housing Unit primarily for the purpose of providing ongoing living assistance and care to a Qualified Occupant and "Care-givers" means all persons who qualify as a Care-giver;
 - (b) "Housing Unit" means any dwelling unit constructed by PICS upon the Lands but does not include a Resident Manager's Housing Unit;
 - (c) "Qualified Occupant" means a person who is at least 55 years of age, and includes a person who resides with a person who is at least 55 years of age and "Qualified Occupants" means all persons who qualify as a Qualified Occupant;
 - (d) "Registered Owners of the Lands" means, at any given time, the then registered owner, or if more than one registered owner, the then registered owners of the Lands;
 - (e) "Resident Manager" means a person employed by the Registered Owner of the Lands, or PICS, to manage the Housing Units, who resides in a Resident Manager's Housing Unit and his or her spouse and children;

- (f) "Resident Manager's Housing Unit" means a Housing Unit occupied by a person employed by the Registered Owner of the Lands, or PICS, with his or her spouse and children, to manage the Housing Units;
 - (g) "Spouse of a Qualified Occupant" means a person living in a spousal relationship with a Qualified Occupant and includes a person who was the spouse of a Qualified Occupant who resided in a Housing Unit at the time of the Qualified Occupant's death and "Spouses of Qualified Occupants" means all persons who qualify as a spouse of a Qualified Occupant;
 - (h) "Term" means the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity; and
 - (i) "this Agreement" means this housing agreement and any amendments or modifications of same.
- 1.2 The captions, section numbers and article numbers appearing in this Agreement are inserted for convenience of reference and shall in no way define, limit, construe or describe the scope or intent of this Agreement or in any way affect this Agreement.
- 1.3 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter genders and words importing persons shall include firms and corporations and vice versa.
- 1.4 Unless otherwise stated, a reference in this Agreement to a numbered or lettered article, section, paragraph or clause refers to the article, section, paragraph or clause bearing that number or letter in this Agreement.
- 1.5 The words "hereof", "hereunder", and similar expressions used in any section, paragraph or clause of this Agreement shall relate to the whole of this Agreement and not to that section, paragraph or clause only unless otherwise expressly provided.

2 OCCUPANCY OF UNITS RESTRICTED TO QUALIFIED OCCUPANTS

- 2.1 During the Term, no Housing Unit other than a Resident Manager's Housing Unit may be occupied by any person who is not a Qualified Occupant, a Spouse of a Qualified Occupant or a Care-giver. The City may from time to time request the Registered Owner of the Lands, or PICS, to provide written proof of compliance with this paragraph and the Registered Owner of the Lands, and PICS, agree to provide the City with such proof in a form reasonably satisfactory to the City.
- 2.2 If the Registered Owner of the Lands, or PICS, fail to enforce compliance with the terms and conditions of paragraph 2.1, then it is specifically understood and agreed that the City

shall be entitled, but shall not be obliged, to enforce the terms and conditions of Section 2.1. For the purpose of this Agreement, the Registered Owner of the Lands, or PICS, without the need of further authorization, writings or documents, hereby irrevocably appoints the City as its or their agent with respect to the enforcement of this Agreement and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Registered Owner of the Lands, or PICS.

- 2.3 Without in any way limiting the provisions of paragraph 2.2 above, the City shall be entitled to charge, and the Registered Owner of the Lands and PICS jointly and severally, agree to pay, for each Housing Unit, a monthly charge equal to the average monthly fair market rental rate for dwelling units of similar size in the City of Surrey as determined from time to time by British Columbia Housing Management Commission, for each month or portion thereof during which a Housing Unit is occupied by a person other than a person or persons qualified to occupy a Housing Unit under the terms of this Agreement, in addition to all other remedies available at law to the City.

3 LIABILITY

- 3.1 The Registered Owner of the Lands, PICS, Qualified Occupants, Spouses of Qualified Occupants, Care-givers and Resident Managers will indemnify and save harmless the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from all claims, demands, actions, loans, damages, costs and liabilities, which all or any of them shall or may be liable for or suffer or incur or be put to by reason of or arising out of the failure of any person to comply with the terms and conditions of this Agreement.
- 3.2 Provided the City is in compliance with the terms and conditions of this Agreement, the Registered Owner of the Lands, PICS, Qualified Occupants, Spouses of Qualified Occupants, Care-givers and Resident Managers hereby release and forever discharge the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from any and all claims, demands, loans, damages, economic loss, costs and liabilities which any of them now has or hereafter may have with respect to or by reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

4 NOTICES

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:
- (a) as to the City:

14245 - 56th Avenue
Surrey, British Columbia V3X 3A2
Attention: General Manager of Planning and
Development Department

- (b) as to Progressive Inter-Cultural Community Services Society (PICS):

109, 12414 - 82nd Avenue
Surrey, British Columbia V3W 3E9
Attention: Mr. Charan Gill

or such other address in the Greater Vancouver area as such party may direct by five (5) business days notice in writing to the other party. Any notice or other document to be given or delivered pursuant to this Agreement will be sufficiently given or delivered if delivered to the particular party at its address set out or determined in accordance with this paragraph and shall be deemed complete two (2) days after the day of delivery.

It is specifically agreed that for any notice or document to be validly given or delivered pursuant to this Agreement such document or notice shall be delivered and not mailed.

5 GENERAL

5.1 Nothing in this Agreement:

- (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the use or subdivision of land; or
- (b) relieves the Registered Owner of the Lands, PICS, Qualified Occupants, Spouses of Qualified Occupants, Care-givers and Resident Managers from complying with any enactment, including the City's by-laws, in relation to the use or subdivision of the Lands.

5.2 An alleged waiver by a party of any breach by another party of its obligations under this Agreement will be effective only if it is an express waiver of the breach in writing. No waiver of a breach of this Agreement is deemed or construed to be consent or waiver of any other breach of this Agreement.

5.3 Time is of the essence in this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to another party.

5.4 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.

- 5.5 If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, that part is to be considered to have been severed from the rest of this Agreement and the rest of this Agreement remains in force unaffected by that holding or by the severance of that part.
- 5.6 Upon request by the City, the Registered Owner of the Lands, PICS, Qualified Occupants, Spouses of Qualified Occupants, Care-givers or Resident Managers (as the case may be) will promptly do such acts and execute such documents as the City may reasonably require, in the opinion of the City, to give effect to this Agreement.
- 5.7 This is the entire Agreement between and among the parties concerning the subject matter of this Agreement and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 5.8 This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City shall be entitled to Court costs on a solicitor and own client basis.
- 5.9 This Agreement shall enure to the benefit of and be binding upon PICS and its successors, trustees and assigns and all parties claiming through them and this Agreement shall enure to the benefit of and be binding upon the City and its administrators, successors and assigns. This Agreement shall charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees, successors and assigns. Upon and after subdivision of the Lands by way of strata plan, this Agreement shall also charge and run with each and every strata lot into which the Lands are subdivided and enure to the benefit of and be binding upon the owners from time to time of each and every strata lot into which the Lands are subdivided and all parties claiming through such owners and their respective heirs, executors, administrators, trustees, successors and assigns. Upon and after subdivision of the Lands by way of strata plan, this Agreement shall also charge and run with the common property and shall enure to the benefit of and be binding upon the Strata Corporation and all parties claiming through the Strata Corporation. Neither PICS nor the owners from time to time of the Lands and the strata lots shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to hold any ownership in the Lands or the strata lots.

END OF DOCUMENT