

CITY OF SURREY

BY-LAW NO. 16380 (Amended by 16871)

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 parties:

CLOVERDALE SENIOR CITIZENS HOUSING SOCIETY  
Inc. No. S-5059 of 17542 - 59 Avenue, Surrey, BC V3S 1P4

and with respect to those certain parcels or tracts 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: 008-717-117  
Lot 38 Section 7 Township 8 New Westminster District Plan 25272

17510 - 59 Avenue

Parcel Identifier: 010-270-795  
Lot 5 Section 7 Township 8 New Westminster District Plan 17006

17526 - 59 Avenue

Parcel Identifier: 010-270-779  
Lot 4 Section 7 Township 8 New Westminster District Plan 17006

17542 - 59 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 "Cloverdale Senior Citizen's Housing Society, Authorization By-law, 2007, No. 16380".

PASSED THREE READINGS on the 16th day of April, 2007.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 26th day of June, 2007.

\_\_\_\_\_ MAYOR

\_\_\_\_\_ CLERK

HOUSING AGREEMENT

THIS AGREEMENT made the 07 day of March, 2007.

BETWEEN:

**CLOVERDALE SENIOR CITIZENS HOUSING SOCIETY**,  
Incorporation No. S-5059, of 17542 - 59 Avenue, Surrey, BC V3S 1P4  
("CSCHS")

**OF THE FIRST PART:**

AND:

**CITY OF SURREY**, a Municipal Corporation having its municipal offices  
at 14245 - 56th Avenue, Surrey, BC V3X 3A2

(the "City")

**OF THE SECOND PART:**

WHEREAS:

- A. CSCHS is the registered owner of those certain lands and premises located at 17542 - 59 Avenue, in the City of Surrey, in the Province of British Columbia, legally described as:

PID 010 270 779

Lot 4 Section 7 Township 8 New Westminster District Plan 17006

PID 010 270 795

Lot 5 Section 7 Township 8 New Westminster District Plan 17006

PID 008 717 117

Lot 38 Section 7 Township 8 New Westminster District Plan 25272

(the "Lands")

- B. CSCHS proposes to develop the Lands with buildings having 72 Housing Units for Qualified Occupants as defined below.

- C. Section 905 of the *Local Government Act*, R.S.B.C. 1996, Chapter 323, as amended, (the "Local Government Act") authorizes the City by by-law to enter into a housing agreement.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid to CSCHS by the City (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

A. DEFINED TERMS

1. In and for the purposes of this Agreement, the following terms will have the following meanings:

- (a) "Housing Unit" means any single dwelling strata unit constructed by CSCHS upon the Lands;
- (b) "Qualified Occupant" means
  - (i) a person who is 65 years of age or older;
  - (ii) a person who is employed by the Registered Owners of the Lands to manage the Housing Units, provided only one Housing Unit is designated for this type of occupant;
  - (iii) a person who is a companion or spouse of a person in (i) or (ii), and resides in the same Housing Unit;
- (c) "Registered Owner of the Lands" means, at any given time, the then registered owner, or if more than one registered owner, the then registered owners of a Housing Unit;
- (d) "Term" will mean the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity; and
- (e) "the Agreement" means this Housing Agreement and any amendments or modifications of the same.

2. The captions, section numbers and article numbers appearing in this Agreement are inserted for convenience of reference and will in no way define, limit, construe or describe the scope of intent of this Agreement or in any way affect this Agreement.

3. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter gender and vice versa, and words importing persons will include firms and corporations and vice versa.

4. Unless otherwise stated, a reference in this Agreement to a numbered or lettered articles, section, paragraph or clause refers to the article, section, paragraph or clause bearing that number or letter in this Agreement.

5. The words "hereof", "herein", "hereunder", and similar expressions used in any section, paragraph or clause of this Agreement will relate to the whole of this Agreement and not to that section, paragraph or clause only unless otherwise expressly provided.

B. OCCUPANCY OF HOUSING UNITS RESTRICTED TO QUALIFIED OCCUPANTS

1. During the Term, no Housing Unit may be occupied by any person who is not a Qualified Occupant. The City may from time to time request the Registered Owner of the Lands to provide written proof of compliance with this paragraph and the Registered Owner of the Lands agrees to provide the City with such proof in a form reasonably satisfactory to the City.

C. ENFORCEMENT

1. If the Registered Owner of the Lands fails to enforce compliance with the terms and conditions of paragraph B.1, then it is specifically understood and agreed that the City will be entitled, but will not be obliged, to enforce the terms and conditions of this Agreement. For the purpose of this Agreement, the Registered Owner of the Lands, without the need for 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.

2. Without in any way limiting the provisions of paragraph C.1 above, the City will be entitled to charge, and the Registered Owner of the Lands agrees to pay, a monthly penalty 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 the British Columbia Housing Corporation, for each month or portion thereof during which their 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.

D. LIABILITY

1. The Registered Owner of the Lands 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 will or may be liable for or suffer or incur or be put to by reason of or arising out of failure of any person to comply with the terms and conditions of this Agreement.

2. Provided the City is in compliance with the terms and conditions of this Agreement, the Registered Owner of the Lands hereby releases and forever discharges 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 reason of or arising out of the fact that the Lands are encumbered by and affected by this Agreement.

E. NOTICES

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 - 56 Avenue  
Surrey, BC V3X 3A2

Attention: General Manager Planning and Development Department

(b) as to CSCHS:

17542 - 59 Avenue  
Surrey, BC V3S 1P4

Attention: Jane Harding

or such other address as such party may direct by five (5) business days notice in writing to the other parties. 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 will 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 will be delivered and not mailed.

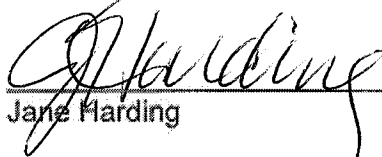
F. GENERAL

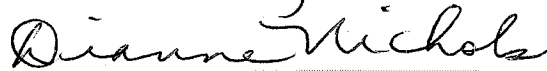
1. Nothing in this Agreement:
  - (a) affects or limits any discretion, rights, powers, duties or obligations of the City under any enactment or at common law, including in relation to the uses or subdivision of land; or
  - (b) relieves the Registered Owner of the Lands from complying with any enactment, including the City's By-laws.
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 a consent or waiver of any other breach of this Agreement.
3. Time is of the essence of this Agreement. If any party waives this requirement, that party may reinstate it by delivering notice to the other party.
4. This Agreement will be construed in accordance with and governed by the laws of the Province of British Columbia.
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.
6. Upon request by the City, the Registered Owner of the Lands or CSCHS (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.
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.
8. This Agreement may be enforced by prohibitory and mandatory court order of the Court. In any action to enforce this Agreement, the City will be entitled to court costs on a solicitor and own client basis.
9. This Agreement will enure to the benefit of and be binding upon the Registered Owner of the Lands and their respective successors and trustees and all parties claiming through them and this Agreement will enure to the benefit of and be binding upon the City and its successors and assigns. This Agreement will 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 and successors. Neither the Registered Owner of the Lands nor CSCHS will be liable for any default in the performance or observance of this Agreement occurring after such party ceases to hold an ownership in the Lands.


IN WITNESS WHEREOF, Cloverdale Senior Citizens Housing Society and the City of Surrey have executed this Agreement under seal of their duly authorized officers as of the reference date of this Agreement.

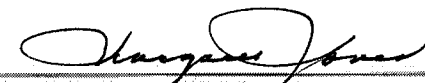
CLOVERDALE SENIOR CITIZENS HOUSING SOCIETY  
by its authorized signatories:

  
\_\_\_\_\_  
Jane Harding

  
\_\_\_\_\_  
Dianne Nichols

CITY OF SURREY  
by its authorized signatories:

  
\_\_\_\_\_  
Murray Dinwoodie,  
City Manager

  
\_\_\_\_\_  
Margaret Jones, City Clerk