

CITY OF SURREY

BY-LAW NO. 16464

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:

Residence place Imperial Inc./Imperial Place Residence Inc.  
Suite 1100, 485 McGill Street  
Montreal, Quebec  
H2Y 2H4

and with respect to the following real property:

ALL AND SINGULAR that certain parcel of 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: 007-905-831  
Lot 1 Section 26 Block 5 North Range 2 West New Westminster  
District Reference Plan 74234

13853 - 102 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 "Imperial Place Residence Housing Agreement, Authorization By-law, 2007, No. 16464."

READ A FIRST, SECOND AND THIRD TIME on the 1st day of October, 2007.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 17th day of December, 2007.

\_\_\_\_\_

MAYOR

\_\_\_\_\_

CLERK

h:\by-laws\adopted bylaws\2008\16464.doc  
LN 6/14/11 9:42 AM

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 13 page(s)

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

\_\_\_\_\_  
Signature of applicant, applicant's solicitor or agent

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

(PID)  
007-905-831

(LEGAL DESCRIPTION)  
Lot 1, Sec 26, Bl 5N, Rge 2W, NWD, Reference Plan 74234

3. NATURE OF INTEREST: \*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO INTEREST

Housing Agreement

Entire Agreement

Transferee

Priority Agreement granting  
Housing Agreement

Page 12

Transferee

\_\_\_\_\_ priority over  
Mortgage BL147006, as  
modified by BT330645, and  
Assignment of Rents  
BL147007

Priority Agreement granting  
Housing Agreement

Page 13

Transferee

\_\_\_\_\_ priority over  
Mortgage BB364045, and  
Assignment of Rents  
BB364046

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

(a) Filed Standard Charge Terms

D.F. Number:

(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): \*

**RESIDENCE PLACE IMPERIALE INC. / IMPERIAL PLACE RESIDENCE INC.** (Incorporation  
No. A0065967)

**SUN LIFE ASSURANCE COMPANY OF CANADA** (as to priority)

**NATIONAL BANK OF CANADA** (as to priority)

GENERAL INSTRUMENT


6. TRANSFEREE(S): (including postal address(es) and postal code(s))\*  
CITY OF SURREY, 14245 – 56<sup>th</sup> Avenue, Surrey, British Columbia, V3X 3A2

7. ADDITIONAL OR MODIFIED TERMS: \*  
N/A

8. EXECUTION(S):\*\* This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)

Name:

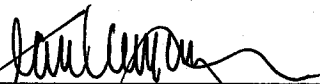
  
As to the signature of Margaret Jones  
Jane Sowik

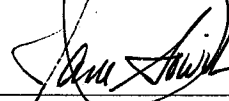
Execution Date

Y	M	D
2007		
08	01	03

Transferee(s) Signature(s)

CITY OF SURREY by its authorized signatories:

  
Murray Dinwoodie, General Manager,  
Jean Lamontagne  
Planning and Development

  
Margaret Jones, City Clerk, Deputy  
Jane Sowik

LISA CESARIO  
14245 - 56 Avenue  
Surrey, B.C. V3X 3A2 591-4372  
A Commissioner for taking Affidavits  
for British Columbia

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 executions on additional page(s) in Form D.

Officer Signature(s)

*Catherine Chevalier*

Name:



As to both signatures.

Execution Date

Y	M	D
2007	6	19
2007	6	19
2007	6	19

Transferor(s)/Borrower(s)/Party(ies)  
Signature(s)

RESIDENCE PLACE IMPERIALE  
INC. / IMPERIAL PLACE  
RESIDENCE INC. by its authorized  
signatories:

*Jean Bourcier*

Print Name:

Jean Bourcier

Print Name:

Pierre Ferland

Catherine Chevalier

Directrice principale, Finance et Administration

Maestro

485, McGill Street, Suite 1100

Montreal (Quebec)

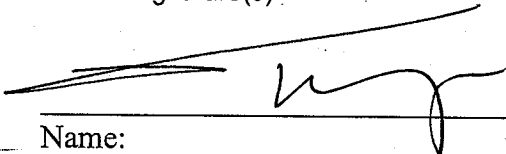
H2Y 2H4

A Commissioner authorized to  
administer oaths in the courts  
of the Province of Quebec.

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.

Officer Signature(s)



Name:

HARRY F. TOMYN  
LAWYER  
HUNGERFORD TOMYN LAWRENSEN AND NICHOLS  
1100 - 925 WEST GEORGIA STREET  
VANCOUVER, B.C. CANADA V6C 3L2

the signature of Paul G. Wildman  
As to both signatures.

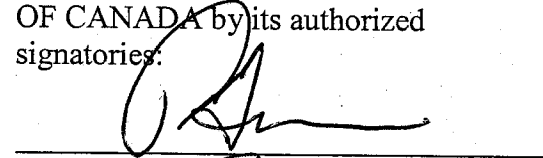
Execution Date

Y	M	D
2007	8	30

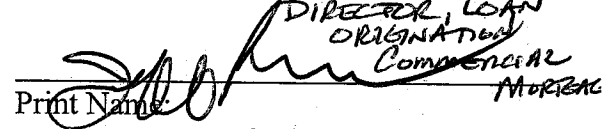
Transferor(s)/Borrower(s)/Party(ies)  
Signature(s)

As to priority:

SUN LIFE ASSURANCE COMPANY  
OF CANADA by its authorized  
signatories:



Print Name: Paul G. WILDMAN



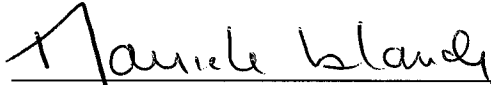
Print Name: Jeff Rowe  
DIRECTOR, LOAN ORIGINATOR  
COMMERCIAL MORTGAGE

Jeff Rowe  
Regional Director  
Mortgage Investments

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.

Officer Signature(s)



Name: Danièle Lalande  
Barrister & Solicitor  
1100, de La Gauchetière Street W  
Suite 280  
Montreal, Quebec  
H3B 2S2

As to both signatures

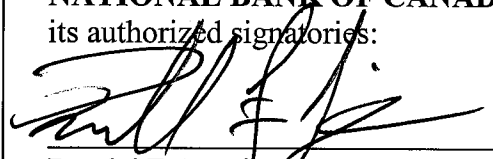
Execution Date

Y	M	D
2007	9	4
2007	9	4

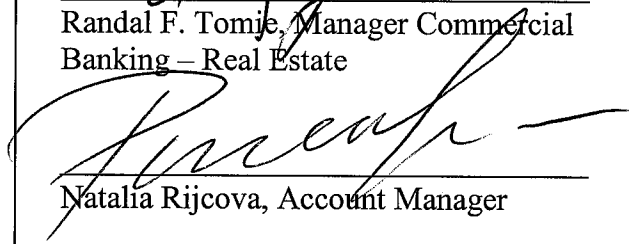
Transfer(s)/Borrower(s)/Party(ies)  
Signature(s)

As to priority

**NATIONAL BANK OF CANADA** by  
its authorized signatories:



Randal F. Tomje, Manager Commercial  
Banking – Real Estate



Natalia Rijcova, Account Manager

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.

**TERMS OF INSTRUMENT – PART 2  
EXPRESS CHARGE TERMS**

THIS AGREEMENT dated for reference the 1st day of September, 2007,

BETWEEN:

**CITY OF SURREY**, having its City offices at 14245 –  
56<sup>th</sup> Avenue, Surrey, British Columbia V3X 3A2,

(hereinafter called the "City")

OF THE FIRST PART

AND:

**RESIDENCE PLACE IMPERIALE INC. / IMPERIAL  
PLACE RESIDENCE INC.** (Incorporation No. A0065967), a  
company duly registered under the laws of Canada, and having an  
office at Suite 1100, 485 McGill Street, Montreal, Quebec H2Y  
2H4,

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of those certain lands and premises located at 13853 -  
102<sup>nd</sup> Avenue, in the City of Surrey, in the Province of British Columbia, and legally described as:

Parcel Identifier: 007-905-831  
Lot 1, Section 26, Block 5 North, Range 2 West,  
New Westminster District, Reference Plan 74234,

(hereinafter called the "Lands").

B. The Owner proposes to further develop the Lands so that there will be buildings on the  
Lands having a maximum number of 116 dwelling units for Qualified Occupants;

C. The Owner has requested the City to enact Surrey Zoning By-law 1993, No. 12000,  
Amendment By-law 2006, No. \_\_\_\_\_ (the "CD By-law") changing the zoning of the  
Lands to a Comprehensive Development Zone and it is a condition of the CD By-law that the  
parties enter into this Agreement in order to restrict the occupancy of the dwelling units  
constructed to date and to be constructed on the Lands in the future, as provided in this  
Agreement; and



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 and their respective covenants and agreements hereinafter set out, 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) **"Agreement"** means this Housing Agreement and any amendments or modifications of same;
- (b) **"Claims"** means all claims, demands, actions, damages, costs and liabilities suffered or incurred by the City Parties;
- (c) **"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;
- (d) **"City Parties"** means the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns;
- (e) **"Housing Unit"** means any single dwelling unit now or hereafter constructed upon the Lands but does not include a Resident Manager's Housing Unit or a Visitor's Unit;
- (f) **"Qualified Occupant"** means any person sixty-five (65) years of age or older and **"Qualified Occupants"** means all persons who qualify as a Qualified Occupant;
- (g) **"Resident Manager"** means a person employed by the Owner, to manage the Housing Units, who resides in a Resident Manager's Housing Unit and his or her spouse and children;
- (h) **"Resident Manager's Housing Unit"** means a dwelling unit now or hereafter constructed on the Lands that is occupied by a person employed by the Owner, to manage the Housing Units and his or her spouse and children;
- (i) **"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;

- (j) **"Term"** means the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity;
- (k) **"Visitor"** means any person who either occupies a Visitor's Unit in connection with visiting a Qualified Occupant or occupies a Housing Unit as a guest of a Qualified Occupant as herein provided; and
- (l) **"Visitor's Unit"** means a maximum of two (2) dwelling units now or hereafter constructed on the Lands that are designated by the Owner from time to time for use by Visitors.

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 of 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"**, **"herein"**, **"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 or Visitor's Unit may be occupied by any person who is not:

- (a) a Qualified Occupant;
- (b) a Spouse of a Qualified Occupant;
- (c) a Care-giver; or
- (d) a Visitor, PROVIDED ALWAYS THAT a Visitor may only occupy a Housing Unit if:
  - (i) a Qualified Occupant is concurrently occupying the relevant Housing Unit; and
  - (ii) the Visitor does not occupy the Housing Unit for more than 14 consecutive days.

The City may, from time to time, request the Owner to provide written proof of compliance with this paragraph and the Owner agrees to provide the City with such proof in a form reasonably satisfactory to the City.

2.2 If the Owner fails 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 paragraph 2.1. For the purpose of this Agreement, the Owner, 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 Owner.

2.3 Without in any way limiting the provisions of paragraph 2.2 above, the City shall be entitled to charge, and the Owner agrees to pay for each Housing Unit, 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 each such 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 Owner will indemnify and save harmless the City Parties of and from all Claims 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 failure of any person to comply with the terms and conditions of this Agreement, save and except for any Claims arising from the negligence or wrongful misconduct of any of the City Parties.

3.2 Provided the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges each of the City Parties of and from any and all Claims 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 & Development Department

(b) as to the Owner:

Suite 1100  
485 McGill Street  
Montreal, PQ H2Y 2H4  
Attention: Director, Asset Management

and to:

13853 – 102<sup>nd</sup> Avenue  
Surrey, British Columbia V3T 5P6  
Attention: General Manager

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 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 those in relation to the use or subdivision of the Lands; or
- (b) relieves the Owner, 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 written 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.

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 the other 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 Owner, 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 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 charge and run with the Lands and enure to the benefit of and be binding upon the Owner and all parties claiming through the Owner and this Agreement shall enure to the benefit of and be binding upon the City. Upon and after any subdivision of the Lands by way of strata plan, this Agreement shall charge and run with the strata lots' common property created thereby and shall enure to the benefit of and be binding upon the owners of the strata lots, the Strata Corporation and all parties claiming through the Strata Corporation. Neither the Owner nor the owners from time to time of the strata lots shall be liable for any default in the performance or observance of this Agreement occurring after such party ceases to hold an ownership interest in the Lands or the strata lots.

IN WITNESS WHEREOF the parties hereto have executed this Agreement in Item 8 of Part I of this Agreement, under seal of their duly authorized officers as of the reference date of this Agreement.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

**CHARGES IN FAVOUR OF**

**SUN LIFE ASSURANCE COMPANY OF CANADA ("Sun Life")**

**REGISTERED UNDER**

**MORTGAGE BL147006, AS MODIFIED BY BT330645,  
AND ASSIGNMENT OF RENTS BL147007**

**CONSENT**

**Sun Life**, being the holder of the encumbrances or entitled to the liens or interests referred to in the memorandum above-written, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration (the receipt of which is hereby acknowledged), **hereby joins in and grants** to the registration of the within Agreement priority over its interest in the said Lands and covenants and agrees that the same shall be binding upon its interests in or charges upon the said Lands and shall be encumbrances upon the said Lands prior to the above-noted charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

**MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

**CHARGES IN FAVOUR OF**

**NATIONAL BANK OF CANADA ("National Bank")**

**REGISTERED UNDER**

**MORTGAGE BB364045 AND ASSIGNMENT OF RENTS BB364046**

**CONSENT**

**National Bank**, being the holder of the encumbrances or entitled to the liens or interests referred to in the memorandum above-written, in consideration of ONE (\$1.00) DOLLAR and other good and valuable consideration (the receipt of which is hereby acknowledged), **hereby joins in and grants** to the registration of the within Agreement priority over its interest in the said Lands and covenants and agrees that the same shall be binding upon its interests in or charges upon the said Lands and shall be encumbrances upon the said Lands prior to the above-noted charges in the same manner and to the same effect as if it had been dated and registered prior to the said charges.

END OF DOCUMENT