

CITY OF SURREY

BY-LAW NO. 16952

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 of 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:

MERCY MINISTRIES OF CANADA INC. NO. S-0046986
of 6788 - 152 Street, Surrey, B.C. V3S 9V2

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: 023-181-061
Lot 1 Section 15 Township 7 Group 2 New Westminster District Plan LMP24699

19465 - 16 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 "Mercy Ministries of Canada Housing Agreement, Authorization By-law, 2009, No. 16952".

READ A FIRST AND SECOND TIME on the 25th day of May, 2009.

READ A THIRD TIME ON THE 25th day of May, 2009.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 16th day of November, 2009.

_____ 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 7 pages

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

Baker Newby LLP, Lawyers
9259 Main Street, Chilliwack, BC, V2P 6K2
KSB/38560-3/Mercy

Signature of applicant, applicant's solicitor or agent
City file: 7908-01277-00

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

023-181-061 Lot 1 Section 15 Township 7 Grou 2 NWD Plan LMP24699

3. NATURE OF INTEREST: *

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Housing Agreement	Pages 3 to 6	Transferee

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

- | | | |
|---------------------------------|-------------------------------------|---------------------------------------|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> | 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): *

MERCY MINISTRIES OF CANADA (Inc. No. S-0046986)

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

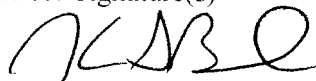
CITY OF SURREY, 14245 56TH Avenue, Surrey, BC, V3X 3A2

7. ADDITIONAL OR MODIFIED TERMS: *

None

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)



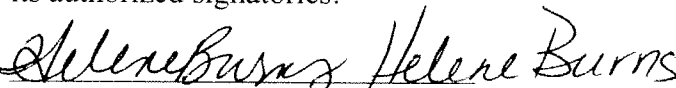
KATHRYN S. BLOKMANIS
Lawyer
9259 Main Street, P.O. Box 390
Chilliwack, BC V2P 6K2
Tel: (604) 792-1376
Fax: (604) 792-8711


Execution Date

Y	M	D
09	09	16

Transferor(s) Signature(s)

MERCY MNHISTRIES OF CANADA, by its authorized signatories:


Please print name:

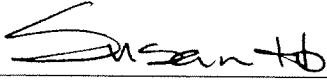
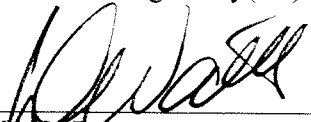


Please print name:
John Burns.

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)	Execution Date			Transferor/Transferee/ Borrower/ Party Signature(s)
	Y	M	D	
 (as to all signatures) Susan Ho 14245-56 Avenue Surrey, BC V3X 3A2 591-4305 A Commissioner for taking Affidavits for British Columbia	2009	12	18	CITY OF SURREY, by its authorized signatory(ies)  MAYOR. (Please print name)  CITY CLERK: JANE SULLIVAN (Please print name)

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
HOUSING AGREEMENT

HOUSING AGREEMENT

THIS AGREEMENT effective as of November _____, 2009

BETWEEN:

MERCY MINISTRIES OF CANADA (BC Incorporation No. S-0046986), a British Columbia society having an address at #200 - 13889 104th Avenue, Surrey, British Columbia V3T 1W8 (the “Society”)

AND:

CITY OF SURREY, a municipal corporation having its municipal offices at 14245 – 56th Avenue, Surrey, British Columbia V3X 3A2 (the “City”)

WHEREAS:

A. The Society is the current legal and beneficial owner of the lands and premises located at 19465 – 16th Avenue, Surrey, British Columbia, and legally described as:

Parcel Identifier: 023-181-061
Lot 1 Section 15 Township 7 Group 2
New Westminster District Plan LMP24699

(which building and lands, together with all improvements thereon and fixtures and appurtenances thereto, are collectively called the “Lands”).

B. The Society wishes to develop the Lands for the purposes of a residential care and treatment facility consisting of 20 sleeping units as defined in Surrey Zoning By-law, 1993, No. 12000, Amendment By-law, 1995, No. 12558, Amendment Bylaw, 2009, No. _____ (the “Development”) for occupancy by Qualified Occupants; and

C. Section 905 of the *Local Government Act*, RSBC 1996, c.323, as amended, authorizes the City by bylaw 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 by the City to the Society (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree with each other as follows:

1. **DEFINED TERMS**

1.1 In this Agreement, unless the context otherwise requires:

- (a) “Agreement” means this Housing Agreement and any amendments to or modifications of the same;
- (b) “Program” means the residential treatment program offered by the Society to Qualified Occupants, which includes, but is not limited to, providing any type of assistance and/or services to a Qualified Occupant, including but not limited to housing, counselling and tutoring;
- (c) “Qualified Occupant” means a female person who wishes to participate in the Program and who is struggling with one or more life-controlling problems including, but not limited to, eating disorders, self-harm, abuse, neglect, addiction, depression and unplanned pregnancies but not including as the primary life-controlling problem drug and alcohol addiction. For certainty, a female person is not excluded as a Qualified Occupant by reason only of suffering from drug and alcohol addictions provided such addictions are ancillary to other life-controlling problems; and
- (d) “Sleeping Unit” means any sleeping unit in the Development, which is used or intended to be used for accommodation by 1 or more persons.

1.2 The headings appearing in this Agreement are being inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of the provisions of this Agreement.

1.3 All references to any person, whether a party to this Agreement or not, are to be read with such changes in number and gender as the contents or reference requires.

1.4 The terms “this Agreement”, “hereof”, “herein”, “hereby”, “hereto”, and similar terms refer to this Agreement and any amendments hereto, and not to any particular provision or other part of this Agreement.

1.5 References to particular clauses or sections are to clauses or sections of this Agreement unless another document is specified.

2. **RESTRICTIONS ON OCCUPANCY OF SLEEPING UNITS**

2.1 During the term of this Agreement only a Qualified Occupant may occupy any Sleeping Unit as her principal place of residence, provided that the Development has received third-party accreditation from an acceptable accrediting body as determined by the City within 18 months of the date of this Agreement (the “Accreditation”), and provided further that the Development may only be operated thereafter on the condition that it retain its Accreditation.

2.2 For clarity, the Society agrees to close the Development to Qualified Occupants in the event that the Society does not receive Accreditation within 18 months of the date of this Agreement or fails to retain its Accreditation throughout the term of this Agreement.

2.3 The City may from time to time request the Society to provide written proof of compliance with Section 2.1 and the Society agrees to provide the City with such proof in a form reasonably satisfactory to the City.

3. **SOCIETY'S COVENANTS**

3.1 The Society shall keep and maintain the Development in good repair and in a safe, clean, neat and tidy condition.

4. **CITY'S COVENANT**

4.1 The Society will do or cause to be done at its expense all acts reasonably necessary for the City to gain priority for this Agreement over all liens, charges and encumbrances which are or may be registered against the Lands save and except those in favour of the City and those specifically approved in writing by the City.

5. **ENFORCEMENT**

5.1 If the Society fails to enforce compliance with the terms and conditions of Part 2, 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 Part 2.

5.2 For the purposes of this Agreement, the Society, without the need for further authorization, writings or documents, hereby irrevocably appoints the City as its 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 Society.

6. **LIABILITY**

6.1 The Society hereby agrees to indemnify and hold harmless the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from all claims, demands, actions, 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 failure of the Society to comply with the terms and conditions of this Agreement.

6.2 Provided the City is in compliance with the terms and conditions of this Agreement, the Society hereby releases and forever discharges the City and each of its elected and appointed officials, employees and agents and their respective administrators, successors and permitted assigns, of and from any and all claims, demands, actions, damages, economic loss,

costs and liabilities which the Society 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.

7. **NOTICE**

7.1 Any notice required or permitted to be given pursuant to this Agreement is to be in writing and to be given:

(a) To the City:

14245 – 56th Avenue
Surrey, BC, V3X 3A2

Attention: General Manager, Planning & Development Department

(b) To the Society:

19465 - 16th Avenue
Surrey, BC, V3S 9V2

Attention: Executive Director

or such other addresses as such party may direct in writing. Any notice or 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 Section and shall be deemed to complete two days after the day of delivery.

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

8. **GENERAL**

8.1 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 Society from complying with any enactment, including the City's bylaws.

8.2 The failure of either party hereto to exercise any right, power or other advantage pursuant to this Agreement, or to insist upon the strict compliance with the provisions of this Agreement, is not, and is not to be deemed to be, a waiver of any of the provisions of this Agreement in respect of any subsequent or continuing breaches of this Agreement, nor a waiver of the right to require strict compliance with all provisions of this Agreement.

- 8.3 Time is of the essence of this Agreement.
- 8.4 This Agreement shall be construed in accordance with and governed by the laws of the province of British Columbia.
- 8.5 Each provision of this Agreement is separate and distinct. If any provision of this Agreement is invalid, illegal or otherwise unenforceable, then such provision is severable from and is not to be deemed to affect any other provision of this Agreement.
- 8.6 Each of the parties hereto will cooperate with the other in good faith to the fullest extent to give effect to the intent and meaning of this Agreement and will execute and deliver all such further assurances and other documents and instruments and do all such further acts and things as may be necessary or desirable to affect the purposes and carry out the full intent and meaning of this Agreement.
- 8.7 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.
- 8.8 This Agreement shall enure to the benefit of and be binding upon the Society and its successors 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 successors and assigns.
- 8.9 This Agreement shall charge and run with the Lands.
- 8.10 No previous legal and beneficial owner of the Lands will be liable for any default in the performance or observance of this Agreement occurring after such parties cease to hold an ownership in the Lands.
- 8.11 This Agreement may be executed in several counterparts, in writing or by facsimile or other means of electronic communication producing a printed copy, each of which shall be deemed to be an original and all of which shall constitute one and the same document.
- 8.12 The parties hereto have executed this Agreement by duly signing the “Form C – General Instrument – Part 1” or the “Form D – Executions Continued” attached hereto.

END OF DOCUMENT