

CITY OF SURREY

BY-LAW NO. 17852

A by-law to amend provisions of "Rosemary Housing Agreement Authorization By-law, 2006, No. 15951, Amendment By-law, 2009, No. 17088."

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WHEREAS the City of Surrey has received an application to amend 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 amend 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 amend the housing agreement authorized by Rosemary Housing Agreement Authorization By-law, 2006, No. 15951, Amendment By-law, 2009, No. 17088 in the form attached hereto as Schedule A and forming part of this By-law (the "Housing Amendment Agreement") with the following party:

Rosemary Heights Seniors Village Holdings (Inc. No. BCo721894)  
2900-550 Burrard Street  
Vancouver, BC  
V6C 0A3

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:

- (i) PID: 026-887-771  
Lot A Section 26 Township 1 New Westminster District Plan BCP27316;
- (ii) PID: 012-060-232  
South Half Lot 17 Except: Firstly: Parcel "K" (By-law Plan 62662), Secondly: Part on Plan BCP8687 Section 26 Township 1 New Westminster District Plan 1300;
- (iii) PID: 025-705-954  
Lot 1 Section 26 Township 1 New Westminster District Plan BCP6394.


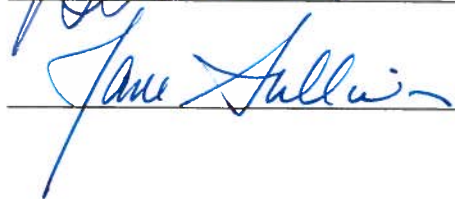
2. The Mayor and Clerk are hereby empowered to execute the Housing Amendment Agreement on behalf of the City of Surrey.
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 905 of the Local Government Act, that the Lands are subject to the Housing Amendment Agreement.
4. This By-law shall be cited for all purposes as "Rosemary Housing Agreement, Authorization By-law, 2006, No. 15951, Amendment By-law, 2009, No. 17088, Amendment By-law No. 17852."

PASSED FIRST READING READING on the 10th day of December, 2012.

PASSED SECOND READING READING on the 10th day of December, 2012.

PASSED THIRD READING READING on the 10th day of December, 2012.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 7th day of October, 2013.

  
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MAYOR

CLERK

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## AMENDING AGREEMENT

THIS AMENDING Agreement is dated for reference the <sup>7<sup>th</sup></sup> ~~29<sup>th</sup>~~ day of <sup>October</sup> ~~November~~, 201<sup>3</sup>~~2~~.

BETWEEN:

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

(hereinafter called the "**City**")

AND:

**ROSEMARY HEIGHTS SENIORS VILLAGE HOLDINGS LTD.** (Inc. No. BC0721894), a company duly incorporated under the laws of the Province of British Columbia and having its registered and records office at 2900 – 550 Burrard Street, Vancouver, British Columbia, V6C 0A3

(hereinafter called "**Rosemary**")

WHEREAS:

- A. Rosemary is the registered owner of those certain lands and premises located at 15240 - 34th Avenue and 3336 - 152nd Street, each in the City of Surrey, in the Province of British Columbia, and legally described as:
- (i) PID: 026-887-771  
Lot A Section 26 Township 1 New Westminster District Plan BCP27316 ("**34th Avenue**"), and
  - (ii) PID: 012-060-232  
South Half Lot 17 Except: Firstly: Parcel "K" (Bylaw Plan 62662), Secondly: Part on Plan BCP8687 Section 26 Township 1 New Westminster District Plan 1300 ("**152nd Street**");
- B. The City and Rosemary entered into a housing agreement made the 25<sup>th</sup> day of January, 2010 (the "**Housing Agreement**") and registered in the New Westminster Land Title Office on January 27, 2010 as a notice on the title to 34th Avenue under No. BB1138043;
- C. The City and Rosemary entered into an Offer to Purchase dated for reference October 9, 2012 (the "**Offer**") where the City agreed to sell and Rosemary agreed to purchase the property located at 15211 – 32nd Avenue, in the City of Surrey, in the Province of British Columbia, and legally described as:
- (i) PID: 025-705-954

Lot 1 Section 26 Township 1 New Westminster District Plan BCP6394 (“**32nd Avenue**”, and together with 34th Avenue and 152nd Street, the “**Lands**”); and

- D. The parties wish to amend the Housing Agreement in accordance with this Amending Agreement to, *inter alia*, broaden the scope of the Housing Agreement to pertain to all the Lands;

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration for the covenants and agreements contained in this Agreement and other good and valuable consideration the parties hereto covenant and agree as follows:

1. **Definitions.** Unless defined otherwise herein, all capitalized terms shall have the same meaning as given to them in the Housing Agreement.

2. **Amendments.** The Housing Agreement is hereby amended as follows:

(a) by deleting Recital A and replacing with the following:

(i) “Rosemary is the registered owner of those certain lands and premises located at:

(a) 15240 - 34th Avenue, in the City of Surrey, in the Province of British Columbia, and legally described as:

PID: 026-887-771

Lot A Section 26 Township 1 New Westminster District Plan BCP27316 (“**34th Avenue**”),

(b) 3336 - 152nd Street, in the City of Surrey, in the Province of British Columbia, and legally described as:

PID: 012-060-232

South Half Lot 17 Except: Firstly: Parcel “K” (Bylaw Plan 62662), Secondly: Part on Plan BCP8687 Section 26 Township 1 New Westminster District Plan 1300 (“**152nd Street**”), and

(c) 15211 – 32nd Avenue, in the City of Surrey, in the Province of British Columbia, and legally described as:

PID: 025-705-954

Lot 1 Section 26 Township 1 New Westminster District Plan BCP6394 (“**32nd Avenue**”),

(collectively, the “**Lands**”); and

(b) by deleting Recital B and replacing with the following:

- (i) “Rosemary proposes to develop the Lands with buildings having 255 residential care units, 63 assisted living units, and 80 independent living units for Qualified Occupants (as hereinafter defined);”.

3. **Mutual Condition Precedent.** The parties acknowledge and agree that this Agreement is subject to the following mutual condition precedent:

- (a) the completion of the purchase and sale of 32nd Avenue as contemplated in the Offer (the “**Condition Precedent**”).

In the event the Condition Precedent is not satisfied or waived by the parties in accordance with the Offer, this Amending Agreement will be null and void.

4. **Further Acts.** In the event the Condition Precedent is satisfied or waived by the parties in accordance with the Offer, the parties covenant and agree to do such further acts and things and to execute and deliver such further documents and instruments as may be necessary or desirable from time to time to give effect to this Agreement.

5. **Enforceability.** In all other respects, except as set out herein, the Housing Agreement remains unaltered and in full force and effect.

6. **Previous Agreements.** This Amending Agreement, together with the Housing Agreement and the ancillary documents referenced therein, replace and supersede any and all previous agreements, whether written or oral, made among the respective parties with respect to the respective subject matters thereof, except to the extent that any rights or liabilities arose under the former agreements in which case those are not waived unless specifically done so in writing by the party having the benefit of the right or liability.

*[remainder of page intentionally left blank]*

7. **Counterparts.** This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. Any such executed counterpart may be delivered by facsimile transmission or by e-mail with it attached in PDF format and will be deemed to be an original document.

**IN WITNESS WHEREOF** Rosemary Heights Seniors Village Holdings Ltd. and the City of Surrey have executed this Agreement under seal of their duly authorized officers as of the reference date of this Agreement.

**ROSEMARY HEIGHTS SENIORS  
VILLAGE HOLDINGS LTD.**

by its authorized signatory:

Name:   
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**CITY OF SURREY**

by its authorized signatories:

Name:   
\_\_\_\_\_

Name:   
\_\_\_\_\_