

CITY OF SURREY

BY-LAW NO. 18548

A by-law to amend provisions of "Rosemary Housing Agreement Authorization By-law, 2006, No. 15951, Amendment By-law, 2009, No. 17088, Amendment By-law, 2012, No. 17852."

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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 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 amend the housing agreement authorized by Rosemary Housing Agreement Authorization By-law, 2006, No. 15951, Amendment By-law, 2009, No. 17088, Amendment By-law, 2012, No. 17852 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. BC0721894)
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:

Parcel Identifier: 029-224-993
Lot 1 Section 26 Township 1 New Westminster District Plan EPP33231

15240 - 34 Avenue

(the "Lands")

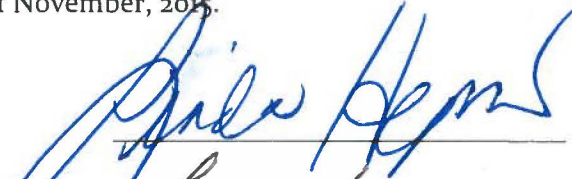
2. The Mayor and Clerk are hereby empowered to execute the Housing Amendment Agreement on behalf of the City of Surrey.

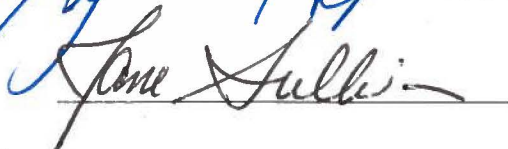
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 905 of the *Local Government Act*, that the Lands are subject to the Housing Amendment Agreement.

4. This Bylaw 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, 2012, No. 17852, Amendment Bylaw, 2015, No. 18548"

PASSED THREE READINGS on the 2nd day of November, 2015.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 16th day of November, 2015.





MAYOR

CLERK

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**THIRD AMENDING AGREEMENT -
HOUSING AGREEMENT**

THIS AMENDING Agreement is dated for reference the 11 day of September, 2015.

BETWEEN:

CITY OF SURREY, having its City offices at 13450 - 104th
Avenue, Surrey, British Columbia, V3T 1V8

(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 in the City of Surrey, in the Province of British Columbia, and legally described as:

PID: 029-224-993

Lot 1 Section 26 Township 1 New Westminster District Plan EPP33231

(the "**Lands**")

B. The City and Rosemary are parties to a Housing Agreement, notice of which was registered on the title to the Lands under No. BA561357 on October 20, 2006 (the "**Original Housing Agreement**"), as amended by an Amendment to Housing Agreement, notice of which was registered on title to the Lands under No. BB1138043 on January 27, 2010 (the "**First Amending Agreement**"), as further amended by an Amending Agreement, notice of which was registered on title to the Lands on November 13, 2013 under No. CA3453383 (the "**Second Amending Agreement**"), and together with the Original Housing Agreement and the First Amending Agreement, the "**Housing Agreement**"; and

C. The parties wish to amend the Housing Agreement in accordance with this Amending Agreement to confirm that certain of the Housing Units originally contemplated as being used as independent living accommodation may be used as assisted living accommodation;

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 it with Recital A from this Agreement; and
 - (b) by adding the following as Section 4 of Article II:
 - (i) “Notwithstanding anything else contained herein, the City acknowledges and agrees that Rosemary may, at any time and from time to time, use up to eleven (11) of the independent living Housing Units constructed upon the Lands as assisted living Housing Units”.
3. **Further Acts.** 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.
4. **Enforceability.** In all other respects, except as set out herein, the Housing Agreement remains unaltered and in full force and effect.
5. **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.

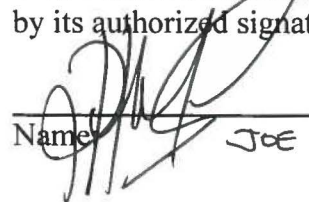
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6. **Counterparts.** This Amending Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to constitute one and the same instrument. Any such executed 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: JOE MOOSA

CITY OF SURREY

by its authorized signatories:


Name: _____


Name: _____