

CITY OF SURREY

BYLAW NO. 18916

A bylaw to authorize the City of Surrey to enter into a Housing Agreement  
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WHEREAS the City of Surrey has received an application to enter into a housing agreement;

AND WHEREAS Section 483 of the Local Government Act, R.S.B.C. 2015 c.1, 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 party:

REDEKOP (PANORAMA) HOMES LTD.  
Unit 102, 31324 - Peardonville Road  
Abbotsford, BC V2T 6K8

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: 023-208-732  
Lot 13 Section 10 Township 2 New Westminster District Plan LMP24916

(5750 – Panorama Drive)

(the "Land")

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

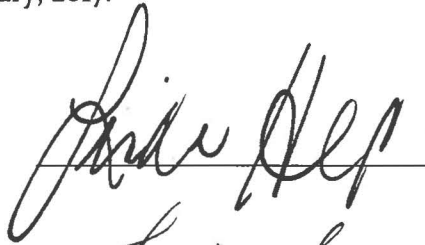
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.
4. This Bylaw shall be cited for all purposes as "The Redekop (Panorama) Homes Ltd. Housing Agreement, Authorization Bylaw, 2016, No. 18916"

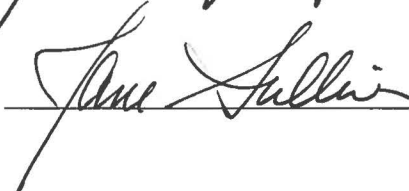
PASSED FIRST READING on the 24th day of October, 2016.

PASSED SECOND READING on the 24th day of October, 2016.

PASSED THREE READINGS on the 24th day of October, 2016.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 6th day of February, 2017.

  
\_\_\_\_\_  
MAYOR

  
\_\_\_\_\_  
CLERK

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**TERMS OF INSTRUMENT – PART II**

**SECTION 219 COVENANT AND HOUSING AGREEMENT  
(Occupancy)**

**BETWEEN:**

**CITY OF SURREY**, a Municipal Corporation having its municipal offices at  
13450 104 Avenue, Surrey, British Columbia V3T 1V8

(the “City”)

**OF THE FIRST PART**

**AND:**

**REDEKOP (PANORAMA) HOMES LTD.**, Inc. No. BC996875, 102 – 31324  
Peardonville Road, Abbotsford, British Columbia V2T 6K8

(the “Covenantor”)

**OF THE SECOND PART**

**WHEREAS:**

- A. The Covenantor is the current registered owner of those certain lands and premises located at 5750 Panorama Drive, Surrey, B.C. and legally described as Lot 2 Section 10 Township 2 New Westminster District Plan EPP59961 (the “Lands”);
- B. Section 219 of the *Land Title Act* (RSBC 1996, c. 250) provides, inter alia, that a covenant, whether of a negative or positive nature, may be registered as a charge against the title to land, in favour of a municipality or the Crown, and that the covenant is enforceable against the Covenantor and the successors in title of the Covenantor;
- C. Section 483 of the *Local Government Act* (RSBC 2015, c. 1) authorizes the City by bylaw to enter into a housing agreement;
- D. The Covenantor desires to construct a building on a portion of the Lands containing 106 rental Dwelling Units (the “Rental Building”); and
- E. The Covenantor and the City wish to enter into this Agreement to restrict the use and occupancy of the Rental Building, on the terms and conditions set out herein, to have effect both as a covenant under section 219 of the *Land Title Act* and as a housing agreement under section 483 of the *Local Government Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act*, and in consideration of the premises, the mutual covenants and agreements contained herein and other good and valuable consideration and the sum of One Dollar (\$1.00) now paid by the City to the Covenantor (the

56761\Restrictive Covenants\0008

receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree that the Lands shall not be used or built on except in accordance with this Covenant as follows:

1. **DEFINED TERMS**

1.1 In and for the purpose of this Agreement, the following words have the following meanings:

- (a) "Agreement" means this document and any amendments to or modifications of the same;
- (b) "Dwelling Unit" means the 106 private dwelling units to be constructed within the Rental Building; and
- (c) "Term" means 20 years, commencing on the first day of the month after the final inspection for the Rental Building is issued by the City.

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

- 2.1 The Covenantor shall be solely responsible for leasing the Dwelling Units from time-to-time on such terms as the Covenantor determines, provided such terms are in accordance with this Agreement.
- 2.2 The Covenantor covenants and agrees to operate the Rental Building as a rental building and agrees that the Dwelling Units shall be rental units available for rent during the Term of this Agreement.
- 2.3 The Rental Building shall not be stratified during the Term.
- 2.4 This Agreement shall automatically terminate at the end of the Term on the day that is 20 years after the date of this Agreement and the City shall remove notice of this Agreement from title to the Lands at such time.
- 2.5 The City may from time to time require that the Covenantor provide written proof of compliance with section 2 of this Agreement and the Covenantor agrees to provide the City with such proof in a form reasonably satisfactory to the City.

3. **ENFORCEMENT**

- 3.1 If the Covenantor fails to enforce compliance with the terms and conditions of section 2 of this Agreement, 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 section 2 of this Agreement.
- 3.2 For the purpose of this Agreement, the Covenantor, without the need for further authorization, writing 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 Covenantor that relate to this Agreement.

4. **LIABILITY**

- 4.1 The Covenantor will indemnify and save 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 reasons of or arising out of failure of the Covenantor to comply with the terms and conditions of this Agreement.

- 4.2 Provided that the City is in compliance with the terms and conditions of this Agreement, the Covenantor 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 Covenantor now has or hereafter may have with respect to or by reasons of or arising out of the fact that the Lands are encumbered by this Agreement.

5. **NOTICE**

- 5.1 Any notice or other documents to be given or delivered pursuant to this Agreement will be addressed to the property party as follows:

as to the City:

City of Surrey  
14245 56<sup>th</sup> Avenue  
Surrey, B.C. V3X 3A2  
Attention: General Manager, Planning & Development Dept.

as to the Covenantor:

Redekop (Panorama) Homes Ltd.  
102 – 31324 Peardonville Road  
Abbotsford, B.C. V2T 6K8  
Attention: President

or such other address as such party may direct. Any notice or other documents 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 complete two (2) days after the day of delivery.

- 5.2 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 hand delivered and not mailed.

6. **MISCELLANEOUS**

- 6.1 The Covenantor acknowledges and agrees that:

- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*;
- (b) the City is required to file a notice of housing agreement in the Land Title Office against title to the Lands; and

- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a housing agreement.
- 6.2 The burden of the covenants herein provided for shall run with the Lands and will be personal and binding upon the Covenantor during the Covenantor's seisen of or ownership of any interest in the Lands.
- 6.3 Notwithstanding anything to the contrary, the Covenantor shall not be liable under any breach of any covenants and agreements contained herein after the Covenantor ceases to have any further interest in the Lands.
- 6.4 The fee simple estate in and to the Lands will not pass or vest in the City under or by virtue of these presents and the Covenantor may fully use and enjoy the Lands except only for the requirements provided for in this Agreement.
- 6.5 The covenants and agreements on the part of the Covenantor and herein provided for have been made by the Covenantor as contractual obligations as well as having been made pursuant to section 219 of the *Land Title Act* and section 483 of the *Local Government Act* and as such will be binding on the Covenantor.
- 7. GENERAL
  - 7.1 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.
  - 7.2 Words importing the singular number only shall include the plural and vice versa, words importing the masculine gender shall include the feminine and neuter gender and vice versa and words importing persons shall include firms and corporations and vice versa.
  - 7.3 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.
  - 7.4 The words "hereof", "herein" 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.
  - 7.5 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 the Lands; or
    - (b) relieves the Covenantor from complying with any enactment, including the City's by-laws.
  - 7.6 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.

- 7.7 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.
- 7.8 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.
- 7.9 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.
- 7.10 Upon request by the City, the Covenantor 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.
- 7.11 This Agreement is the entire agreement between and among the parties concerning the subject matter hereof and there are no warranties, representations, conditions or collateral agreements relating to this Agreement, except as included in this Agreement.
- 7.12 This Agreement may be enforced by prohibitory and mandatory court 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.
- 7.13 This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

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

Mortgage CA4212914 and Assignment of Rents CA4212915 (the "Charge") in favour of CANADIAN WESTERN BANK (the "Lender")

**C O N S E N T**

IN CONSIDERATION of ONE (\$1.00) DOLLAR now paid to the Lender (the receipt of which is hereby acknowledged), the Lender covenants and agrees as follows:

The Lender, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within agreement. The Lender further covenants and agrees that the same will be binding upon its interest in or charge upon the said lands and will be an encumbrance upon the said lands in priority and prior to the Charge and in the same manner and to the same effect as if it had been dated and registered prior to the Charge.



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

Mortgage CA4329987 (the "Charge") in favour of KELSON INVESTMENTS LTD.  
(the "Lender")

**C O N S E N T**

IN CONSIDERATION of ONE (\$1.00) DOLLAR now paid to the Lender (the receipt of which is hereby acknowledged), the Lender covenants and agrees as follows:

The Lender, being the holder of the encumbrance or entitled to the lien or interest referred to in the memorandum above written, hereby consents to the registration of the within agreement. The Lender further covenants and agrees that the same will be binding upon its interest in or charge upon the said lands and will be an encumbrance upon the said lands in priority and prior to the Charge and in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

**END OF DOCUMENT**