

CITY OF SURREY

BYLAW NO. 19318

A bylaw 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 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:

Camellia Residence Inc.  
#2600 - 4720 Kingsway  
Burnaby, BC V5H 4N2

and with respect to that certain parcels 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: 011-080-787  
Lot 15 Except: Parcel "A" (Explanatory Plan 9825), Section 15 Block 5 North Range 2 West New Westminster District Plan 4172

(10956 - 132 Street)

Parcel Identifier: 001-567-543  
Lot 17 Except: The South 24 Feet, Section 15 Block 5 North Range 2 West New Westminster District Plan 19406

(10944 - 132 Street)

Parcel Identifier: 000-922-676  
Lot 19 Section 15 Block 5 North Range 2 West New Westminster District Plan 19406

(10918 – 132 Street)

Parcel Identifier: 001-728-423  
Lot 75 Section 15 Block 5 North Range 2 West New Westminster District Plan 30464

(10932 – 132 Street)

(the "Lands")

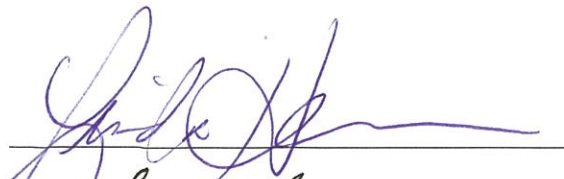
2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.
4. This Bylaw shall be cited for all purposes as "The 1058247 B.C. Ltd. Housing Agreement, Authorization Bylaw, 2017, No. 19318"

PASSED FIRST READING on the 10th day of July, 2017.

PASSED SECOND READING on the 10th day of July, 2017.

PASSED THIRD READING on the 10th day of July, 2017.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 26th day of July, 2018.



MAYOR



CLERK

TERMS OF INSTRUMENT – SCHEDULE A

HOUSING AGREEMENT

THIS AGREEMENT is made as of the 27 day of July, 2018.

B E T W E E N:

Camellia Residence Inc.  
#2600 – 4720 Kingsway  
Burnaby, B.C.  
V5H 4N2

(the "Owner")

OF THE FIRST PART

A N D :

CITY OF SURREY  
13450 – 104th Avenue  
Surrey, B.C.  
V3T 1V8

(the "City")

OF THE SECOND  
PART

WHEREAS:

- A. The Owner is the registered owner of those lands and premises in the City of Surrey, in the Province of British Columbia, which are more particularly described as:
- |                  |  |
|------------------|--|
| PID: 000-922-676 | Lot 19 Block 5N Plan 19406 Section 15 Range 2W Land District 36                                    |
| PID: 001-728-423 | Lot 75 Block 5N Plan 30464 Section 15 Range 2W Land District 36                                    |
| PID: 001-567-543 | Lot 17 Block 5N Plan 19406 Section 15 Range 2 Land District 36<br>Except Plan South 24 Feet        |
| PID: 011-080-787 | Lot 15 Block 5N Plan 4172 Section 15 Range 2W Land District 36<br>Except Plan PCL A (EXPL PL 9825) |
- B. The Owner proposes to develop the Lands with a residential building comprised of up to 116 Independent Living Units (as hereinafter defined) for occupancy by up to 195 Qualified Occupants (as hereinafter defined) and one unit for occupancy by guests of Qualified Occupants as a Guest Housing Unit (as hereinafter defined).
- C. The Owner has requested the City to issue a Development Permit (No. 7917-0103-00) reducing the required number of parking stalls as per Part 5, Table C.1 of Surrey Zoning By-law, 1993, No. 12000, as amended, and it is a condition of issuance of the

said permit that the parties enter into this Agreement in order to restrict the occupancy of every Independent Living Unit to be constructed on the Lands.

- D. Section 483 of the Local Government Act, R.S.B.C. 2015, Chapter 1, as amended, authorizes the City, by by-law to enter into a housing agreement and file a notice of same in the Land Title Office following which the housing agreement is binding on all persons who acquire an interest in the land affected by that agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises, the respective covenants and agreements of the Parties as hereinafter set out and the sum of \$1.00 and other good and valuable consideration paid by the City to the Owner (the receipt and sufficiency of which is hereby acknowledged), 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 definitions include those in the recitals and on the first page, and the following terms shall have the following respective meanings:

- a. "Guest Housing Unit" means the only one dwelling unit of the Development to be constructed by the Owner upon the Lands that will be available for occupancy by guests of a Qualified Occupant;
- b. "Independent Living Unit" means up to 116 strata lots comprising independent dwelling units of the Development to be constructed by the Owner upon the Lands that will be available to only a Qualified Occupant;
- c. "Qualified Occupant" means a Senior (as hereinafter defined) and all persons who qualify as a Spouse of a Qualified Occupant of an Independent Living Unit;
- d. "Senior" means a person who is at least 55 years of age, and includes a person who resides with that person; or a person who is deemed to be physically disabled by a medical doctor and therefore requires the same type of living community as if 55 years of age or older;
- e. "Spouse of a Qualified Occupant of an Independent Living Unit" means a person living in a spousal relationship with a Qualified Occupant and includes a person who was at least 55 years of age and was the spouse of a Qualified Occupant who resided in an Independent Living 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 of an Independent Living Unit;
- f. "Term" means the period commencing on the date of this Agreement and continuing in full force and effect in perpetuity or until this agreement is set

aside by the mutual consent, in writing, of the Parties or by the operation of law; and

- g. "this Agreement" means this Housing Agreement, and any amendments or modifications of same.
- 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 or 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", "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 Independent Living Unit may be occupied by any person who is not a Qualified Occupant and a Spouse of a Qualified Occupant of an Independent Living Unit. 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 The Guest Housing Unit has no age restriction.
- 2.3 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 this Agreement as against the Owner or against any person who is not a Qualified Occupant of an Independent Living Unit. For the purpose of this Agreement, the Owner, without the need of further authorization, writings or documents, hereby irrevocably appoints the City as its agent with respect to the enforcement of this Agreement as against any person who is not a Qualified Occupant of an Independent Living Unit and with respect to exercising all remedies set out in this Agreement and all other remedies available at law to the Owner as against such person or persons.

3. LIABILITY

- 3.1 The Owner will indemnify and save harmless the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from all claims, demands, actions, liens, 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 the failure of any person to comply with the terms and conditions of this Agreement including but not limited to allowing or acquiescing to the occupancy of an Independent Living Unit by a person other than a person or persons qualified to occupy an Independent Living Unit under the terms of this Agreement.
- 3.2 Provided the City is in compliance with the terms and conditions of this Agreement, the Owner hereby releases and forever discharges the City and each of its elected officials, board members, officers, directors, employees and agents and their respective administrators, successors and assigns, of and from an and all claims, demands, loans, damages, economic loss, costs and liabilities 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 being 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 property party as follows:
- a. as to the City:  
  
13450 – 104th Avenue  
Surrey, B.C. (V3T 1V8)
  
  - b. Attention: General Manager of Planning and Development Department  
as to the Owner:  
  
#2600 – 4720 Kingsway  
Burnaby, B.C. (V5H4N2)

or such other address as such party may direct by five (5) business days notice in writing to the other party. Any notice or other document to be given or delivered pursuant to this Agreement will be sufficiently given or 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 documents 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 in relation to the use or subdivision of land; or
- b. relieves the Owner, Qualified Occupants, and Spouses of Qualified Occupants, from complying with any enactment, including the City's by-laws, in relation to the use or subdivision of the Lands, save as excepted in this Agreement.

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 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 another party.

5.4 This Agreement shall be construed in accordance with and governed by the law 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, and Spouses of Qualified Occupants will promptly do such acts and execute such documents as the City may reasonably require, in the reasonable 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 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.

5.9 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors, trustees and assigns and all parties claiming through them and this Agreement shall ensure to the benefit of and be binding upon the City and its administrators, successors and assigns.

5.10 It is mutually understood and agreed by and between the parties hereto that this Agreement and the covenants herein contained shall be construed as running with the Lands.

- 5.11 The Owner covenants and agrees to obtain from any prospective Qualified Occupant, Spouse of Qualified Occupant, tenant or other transferee of the Lands, an agreement to be bound by the terms of this Agreement as they relate to that person.
- 5.12 Upon transfer of the Lands, the party transferring the Lands shall no longer be liable for any default in performance or observance of this Agreement occurring after such party ceases to hold any ownership in the Lands or strata lots located in the Lands.
- 5.13 In the event that the Lands and the Housing Units are stratified by the filing of a strata plan:
  - a. this Agreement shall also charge and run with each and every strata lot into which the Lands are subdivided;
  - b. this Agreement shall also charge and run with the common property and shall be binding upon the Strata Corporation and all parties claiming through the Strata Corporation; and
  - c. Upon transfer of such strata lot, the party transferring the strata lot shall no longer be liable for any default in performance or observance of this Agreement with regard to such strata lot occurring after such party ceases to hold any ownership in such strata lot.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this Agreement as of the day and year first above written.

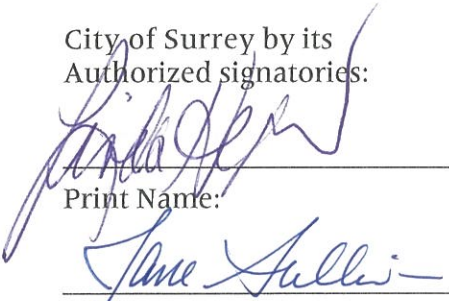
Camellia Residence Inc.  
by its authorized signatories:



Print Name: Charles Cantos

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

City of Surrey by its  
Authorized signatories:



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

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