

CITY OF SURREY

BYLAW NO. 19597

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 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:

Lark LVV Developments Ltd.  
#1500, 13737 – 96 Avenue  
Surrey, BC V3V 0C6

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:

Lot 1 Section 22 Block 5 North Range 2 West NWD Plan EPP85947

and formerly described as:

Parcel Identifier: 009-723-242  
Lot 12 Section 22 Block 5 Range 2 West NWD Plan 12614

(10637 – 135A Street)

Parcel Identifier: 009-723-307  
Lot 13 Section 22 Block 5 Range 2 West NWD Plan 12614

(10647 – 135A Street)

Parcel Identifier: 009-723-196  
Lot 3 Section 22 Block 5 Range 2 West NWD Plan 12614

(10630 City Parkway)

Parcel Identifier: 006-574-874  
Lot 153, Except: Firstly; Parcel B (Bylaw Plan 73255), Secondly; Part Dedicated Road on  
Plan BCP434 Section 22 Block 5 North Range 2 West NWD Plan 25098

(13525 – 106A Avenue)

(hereinafter referred to as 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 "Lark LVV Developments Ltd. Housing Agreement, Authorization Bylaw, 2018, No. 19597"

PASSED FIRST READING on the 17th day of September, 2018.

PASSED SECOND READING on the 17th day of September, 2018.

PASSED THIRD READING on 17th day of September, 2018.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 1st day of October, 2018.

  
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\_\_\_\_\_

MAYOR

CLERK

**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 13 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Lynn Ramsay, Q.C., Miller Thomson LLP  
400, 725 Granville Street

604.687.2242

Client No: 010437 File No: 229150.0008

Lark LVV / 33454251 &amp; 33429573

Vancouver

BC V7Y 1G5

Deduct LTSA Fees? Yes 2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]**SEE SCHEDULE**STC? YES 

## 3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

(a)  Filed Standard Charge Terms D.F. No.(b)  Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

## 5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**CITY OF SURREY**

13450 - 104TH AVENUE

SURREY

BRITISH COLUMBIA

V3T 1V8

CANADA

## 7. ADDITIONAL OR MODIFIED TERMS:

N/A

## 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)

**LYNN I. RAMSAY, QC**  
**BARRISTER & SOLICITOR**  
400 - 725 GRANVILLE STREET  
VANCOUVER, B.C. V7Y 1G5  
(604) 687-2242

Execution Date

Y	M	D
18	09	21

Transferor(s) Signature(s)

LARK LVV DEVELOPMENTS LTD.,  
by its authorized signatory(ies):

Name:

Lamy Fisher

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.

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)



Y M D  
18 9 24

BLUESHORE FINANCIAL CREDIT UNION, by its authorized signatory(ies):

ALLAN J. COOMBE  
Barrister and Solicitor  
510 - 1040 W. Georgia Street  
Vancouver, B.C. V6E 4H1  
(604) 443-3652

Name:   
Michael Yuen


Name:



18 10 17

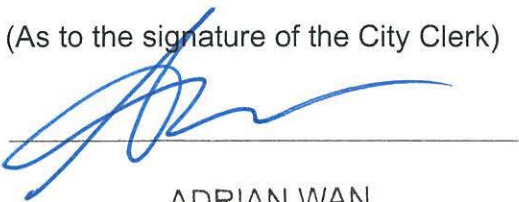
CITY OF SURREY, by its authorized signatory(ies):


Lorraine Anderson  
13450 - 104th Ave  
Surrey, BC V3T 1V8  
A Commissioner for taking Affidavits  
For British Columbia  
Expiry Date 31/01/2020



Name: General Manager, Planning and Development by is authorized designate, Ron Gill, Manager, Area Planning & Development - North Division

(As to the signature of the City Clerk)




  
Name: Jane Sullivan, City Clerk

ADRIAN WAN  
Barrister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 3222

18 09 21

WHALLEY (BRITISH COLUMBIA/YUKON NO. 229) BRANCH OF THE ROYAL CANADIAN LEGION, by its authorized signatory(ies):

  
Name: Anthony Moore

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.

LAND TITLE ACT  
FORM E

SCHEDULE

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**NO PID NMBR LOT 1 SECTION 22 BLOCK 5 NORTH RANGE 2 WEST NEW WESTMINSTER  
DISTRICT PLAN EPP85947**

STC? YES

[Related Plan Number]

EPP85947

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

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2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

STC? YES

**LAND TITLE ACT  
FORM E****SCHEDULE**

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**NATURE OF INTEREST**  
Covenant**CHARGE NO.****ADDITIONAL INFORMATION**

Section 219

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**NATURE OF INTEREST**  
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**Granting the Covenant contained in this instrument  
priority over Mortgage CA7083064 and Assignment  
of Rents CA7083065

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**NATURE OF INTEREST**  
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**Granting the Covenant contained in this instrument  
priority over Mortgage CA7083329, Assignment of  
Rents CA7083330 and Option to Purchase  
CA7083913

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**NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

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**NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

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**NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

LARK LVV DEVELOPMENTS LTD., (Inc. No. BC1144331) of 1500, 13737 - 96th Avenue, Surrey, B.C.  
V3V 0C6

BLUESHORE FINANCIAL CREDIT UNION (Inc. No. FI 18) of 1250 Lonsdale Avenue, North Vancouver,  
B.C. V7M 2H6 (as to priority)

WHALLEY (BRITISH COLUMBIA/YUKON NO. 229) BRANCH OF THE ROYAL CANADIAN LEGION of  
13525 106 Ave, Surrey, BC V3T 2C6 (as to priority)

**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:**

LARK LVV DEVELOPMENTS LTD (Inc. No. BC1144331) 1500, 13737 96<sup>th</sup>  
Avenue Surrey British Columbia V3V 0C6

(the "Covenantor")

**OF THE SECOND PART**

**WHEREAS:**

- A. The Covenantor is the current registered owner of those certain lands and premises located at 10630 City Parkway, 10637 and 10647 135 A Street and 13525 106 Avenue all in Surrey, B.C. and legally described as follows:

NPA  
Lot 1 Section 22 Block 5 North Range 2 West New Westminster District Plan  
EPP85947

(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 which portion will contain 48 rental Affordable 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 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) **"Affordable Dwelling Units"** means the 48 affordable rental dwelling units to be constructed within the Rental Building to be rented to the public at rental rates established by the British Columbia Housing Management Commission; and
- (c) **"Term"** means 20 years, commencing on the first day of the month after the City issues an occupancy permit for the Rental Building.

**RESTRICTIONS ON OCCUPANCY OF AFFORDABLE DWELLING UNITS**

- 2.1 The Covenantor shall be solely responsible for leasing the Affordable 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 Affordable Dwelling Units shall be rental units available for rent during the Term of this Agreement.
- 2.3 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.

**ARTICLE 3 .**

**SUBDIVISION AND STRATIFICATION**

- 3.1 The City will forthwith upon request of the Developer remove this Section 219 Covenant from the parcel or parcels which will not contain the Rental Building
- 3.2 All or portions of the Rental Building may be stratified during the Term by way of a strata plan of the Rental Building or a strata plan of an air space parcel for a portion of the Rental Building.

- 3.3 The Covenantor may at its sole discretion at any time and from time to time during the term of this Agreement
- (a) consolidated title to the Lands;
  - (b) subdivided title to the Lands by way of subdivision plans, air space plans or strata plans or a combination of one or more of them and without limiting the generality of the forgoing may create an air space title to for the portion of the Lands in which the Affordable Dwelling Units are located and may subsequently file a strata plan with respect to such air space title;

If there is a separate legal title to the portion of the Lands in which the Affordable Dwelling Units are located the City shall forthwith remove this Section 219 Covenant and the notice of this Agreement from title to the portions of the Lands which do not contain Affordable Dwelling Units. This Agreement shall continue to be a charge against title to the portion of the Rental Building containing the Affordable Dwelling Units.

- 3.4 This Agreement shall automatically terminate at the end of the Term and the City shall remove notice of this Agreement and discharge this Section 219 Covenant from title to the Lands at such time.

#### **ENFORCEMENT**

- 4.1 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.
- 4.2 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 Section 2 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.

#### **LIABILITY**

- 5.1 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.
- 5.2 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.

**NOTICE**

- 6.1 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:

Lark LVV Developments Ltd.  
1500 13737 96th Avenue Surrey British Columbia V3V 0C6  
Attention Kirk Fisher

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 delivered two (2) days after the day of delivery.

- 6.2 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.

**MISCELLANEOUS**

- 7.1 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.

- 7.2 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.

- 7.3 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.
- 7.4 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.
- 7.5 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.

**GENERAL**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

- 8.8 This Agreement shall be construed in accordance with and governed by the laws of the Province of British Columbia.
- 8.9 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.
- 8.10 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.
- 8.11 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.
- 8.12 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.
- 8.13 This Agreement shall enure to the benefit of and be binding upon the parties and their successors and assigns.

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## Consent and Priority Agreement

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For \$1.00 and other good and valuable consideration, BLUESHORE FINANCIAL CREDIT UNION, the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage CA7083064  
Assignment of Rents CA7083065

("Security")

against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grant priority to the within charge over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

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## Consent and Priority Agreement

For \$1.00 and other good and valuable consideration, WHALLEY (BRITISH COLUMBIA/YUKON NO. 229) BRANCH OF THE ROYAL CANADIAN LEGION, the registered holder of the following financial charges registered in the Vancouver/New Westminster Land Title Office:

Mortgage CA7083329  
Assignment of Rents CA7083330  
Option to Purchase CA7083913

("Security")

against title to the lands charged by the within charge, for themselves and their successors and assigns, hereby consent to the granting and registration of the within charge and grant priority to the within charge over the Security and their rights, title and interest in and to the lands charged by the within charge in the same manner and to the same effect as if the within charge had been executed, delivered and registered prior to the execution, delivery and registration of the Security and prior to the advance of any money under the Security.

As evidence of its agreement to be bound by the terms of this instrument, the Prior Chargee has executed the Land Title Form C which is attached hereto and forms part of this Agreement.

**END OF DOCUMENT**