

CITY OF SURREY

BYLAW NO. 20236

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 to enter into a housing agreement in the form attached as Schedule A and forming part of this Bylaw (the "Housing Agreement") with the following party:

CLT 0002 Community Society
220 – 1651 Commercial Drive
Vancouver, BC V5L 3Y3

and with respect to that certain parcel of lands and premises, in the City of Surrey, more particularly known and described as:

Parcel Identifier: 002-363-160
Lot 1 Except: Part Road on Plan LMP17600, Section 22 Block 5 North Range 2 West
New Westminster District Plan 19897

(13219 – 104 Avenue)

Parcel Identifier: 002-362-651
Lot 4 Section 22 Block 5 North Range 2 West New Westminster District Plan 19897

(13229 – 104 Avenue)

(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 CLT 0002 Community Society Housing Agreement, Authorization Bylaw, 2020, No. 20236".


PASSED FIRST READING on the 7th day of December, 2020.

PASSED SECOND READING on the 7th day of December, 2020.

PASSED THIRD READING on the 7th day of December, 2020.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 29th day of July, 2021.


_____ MAYOR


_____ CLERK



Schedule A

CITY OF SURREY

HOUSING AGREEMENT

THIS AGREEMENT made the 29th day of July, 2021.

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:

CLT 0002 COMMUNITY SOCIETY, a B.C. Society having offices at 220-1651 Commercial Drive, Vancouver, British Columbia V5L 3Y3

("CLT")

OF THE SECOND PART

WHEREAS:

- A. The City is the registered owner of those certain lands and premises described in Item located at 13219 and 13229 104 Avenue, Surrey, BC, legally described in Part 1 of the Instrument to which these terms are attached (the "Lands");
- B. CLT proposes to lease the Lands from the City for a term of sixty years and to construct a building thereon containing sixty-nine Dwelling Units for occupancy by Eligible Occupants (the "Development");
- C. Section 483 of the *Local Government Act*, R.S.B.C. 2015, as amended, authorizes the City by by-law to enter into an agreement in respect of the provision, tenure, management and operation of affordable housing.

NOW THEREFORE in consideration of the premises herein and of the mutual covenants and agreements hereinafter set forth and contained herein and \$1.00 now paid by the City to CLT (the receipt of which is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. DEFINED TERMS

1.1 In and for the purpose of this Agreement, in addition to the definitions on the first page of this document, the following terms shall have the following meanings:

- (a) "Agreement" means this Housing Agreement and any amendments to or modifications of the same;

- (b) **“Dwelling Unit”** means accommodation providing sleeping, washrooms, and a kitchen intended for residential use and occupancy by an Eligible Occupant;
- (c) **“Eligible Occupant”** means a person who meets the income or housing criteria prescribed from time to time by British Columbia Housing Management Commission or its successor, and continues to meet those income or housing criteria throughout their occupancy;
- (d) **“Term”** means the period commencing on the date on which this Agreement has been signed by all parties to it and continuing in full force and effect for the number of years (not less than twenty years) specified as the Term in the lease of the Lands between the City and CLT.

- 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 gender and vice versa, 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 articles, section, paragraph or clause bearing that number or letter in this Agreement.
- 1.5 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.

2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term, only an Eligible Occupant may occupy any Dwelling Unit.
- 2.2 During the Term, the resident selection process for the Dwelling Units will focus on providing housing to households with at least one member currently resident in the City of Surrey, as a first priority; and to households with at least one member currently employed in the City of Surrey, as a second priority.
- 2.3 Within 30 days of a written request from the City, CLT will provide to the City such supporting documents as the City may reasonably require (provided such documents are in CLT’s possession) confirming that an occupant is an Eligible Occupant and a report in writing confirming that all Dwelling Units are being occupied in accordance with this Agreement.
- 2.4 During the Term, the Development shall not be stratified.

3. LIABILITY

- 3.1 CLT 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 CLT to comply with the terms and conditions of this Agreement.

- 3.2 Provided the City is in compliance with the terms and conditions of this Agreement, CLT 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 CLT 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 and affected by this Agreement.

4. NOTICE

- 4.1 Any notices or other documents to be given or delivered pursuant to this Agreement will be addressed to the proper party as follows:

- (a) as to the City:

City of Surrey
13450-104 Avenue
Surrey, British Columbia V3T 1V8
Attention: General Manager, Planning and Development Department

- (b) as to CLT:

CLT 0002 Community Society
c/o Community Land Trust
220-1651 Commercial Drive
Vancouver, British Columbia V5L 3Y3
Attention: Executive Director

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 as its address set out or determined in accordance with this section and shall be deemed complete two (2) days after the day of delivery.

- 4.2 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 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 uses or subdivision of land; and
- (b) relieves CLT from complying with any enactment, including the City's by-laws.

- 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 of this Agreement.
- 5.4 This Agreement shall be construed in accordance with and governed by the laws 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, CLT 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.
- 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 if successful 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 CLT and its successors and assigns and all parties claiming through them and this Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns. This Agreement shall charge and run with the Lands.
- 5.10 No previous registered owner of the Lands will be liable for any default in the performance or observance of this Agreement occurring after such party ceases to hold an ownership interest in the Lands.

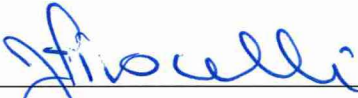
IN WITNESS WHEREOF the City of Surrey and CLT0002 Community Society have executed this Agreement under seal of their duly authorized officers as of the reference date of this Agreement.

CITY OF SURREY

By its authorized signatories:



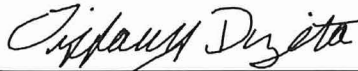
Name: **Doug McCallum, Mayor**
Title:



Name: **Jennifer Ficocelli, City Clerk**
Title:

CLT0002 COMMUNITY SOCIETY

by its authorized signatory(ies):



Name: **Tiffany Duzita**
Title: **Director**

Name:

Title: