

CITY OF SURREY

BYLAW NO. 20550

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:

Weststone One King George Developments Ltd.
Weststone Two King George Developments Ltd.
Weststone Three King George Developments Ltd., all of
315 - 13338 Central Avenue
Surrey, British Columbia V3T 0M3

(the "Registered Owners")

And

Weststone (Innovation) Limited Partnership
Weststone (Innovation) GP Ltd., all of
315 - 13338 Central Avenue
Surrey, British Columbia V3T 0M3

(the "Beneficial Owners")

(The Registered Owners and the Beneficial Owners are together referred to herein as the "Owner")

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

Parcel Identifier: 011-069-236
Parcel "F" (Reference Plan 15821) Lot 2 Except: Part on Highway Statutory
Right of Way Plan 62493; Section 32 Township 2 New Westminster District Plan 4312

(9525 King George Boulevard)

and more accurately described as shown on the Survey Plan EPP65743, attached as
Schedule B containing 4,673 sq. m, labeled Block "A", certified correct by Adam
Fulkerson, B.C.L.S. on the 28th day of June, 2021

(hereafter referred to as the "Lands");

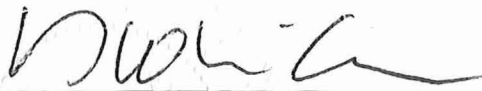
2. The Mayor and Clerk are hereby empowered to execute the Housing Agreement on behalf of the City of Surrey.
3. The City of Surrey shall file in the Land Title Office a notice against the Lands in accordance with Section 483 of the *Local Government Act*, that the Lands are subject to the Housing Agreement.
4. This Bylaw shall be cited for all purposes as "The Weststone – King George Developments Housing Agreement, Authorization Bylaw, 2021, No. 20550".

PASSED FIRST READING on the 20th day of December, 2021.

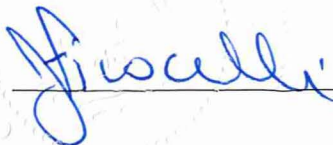
PASSED SECOND READING on the 20th day of December, 2021.

PASSED THIRD READING on the 20th day of December, 2021.

RECONSIDERED AND FINALLY ADOPTED, signed by the Mayor and Clerk, and sealed with the Corporate Seal on the 25th day of April, 2022.



MAYOR



CLERK

Schedule A

**SURVEY PLAN TO ACCOMPANY CITY OF SURREY REZONING BYLAW NO: 20416
OF PARCEL "F" (REFERENCE PLAN 15821) LOT 2 EXCEPT: PART ON HIGHWAY
STATUTORY RIGHT OF WAY PLAN 62493; SECTION 32 TOWNSHIP 2 NEW
WESTMINSTER DISTRICT PLAN 4312**

B.C.G.S. 926.016

LEGEND

Sq.m. DENOTES SQUARE METRES



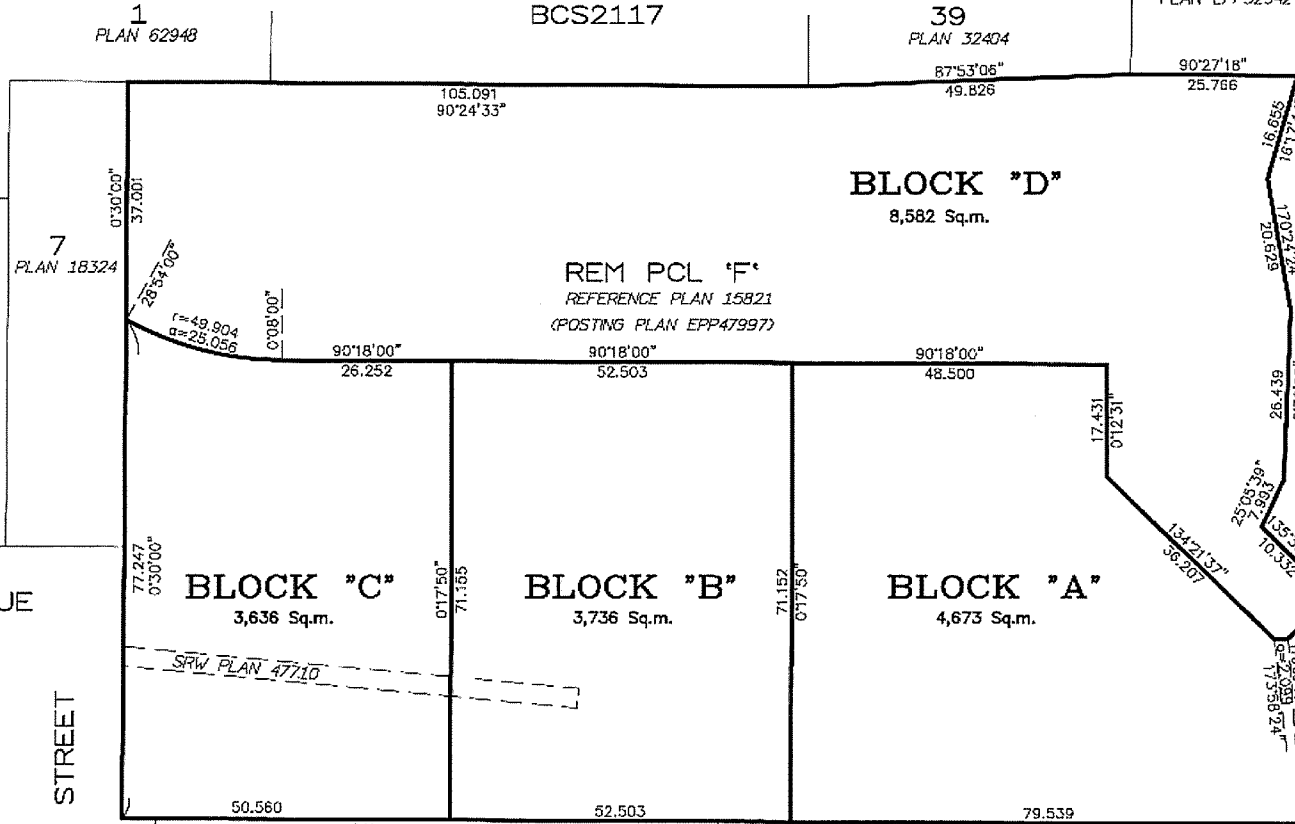
SCALE 1 : 750

5 0 10 20 30
ALL DISTANCES ARE IN METRES

95 AVENUE

135 STREET

KING GEORGE BOULEVARD



Property boundary dimensions shown hereon,
are derived from field survey.

CERTIFIED CORRECT
DATED THIS 28TH DAY OF JUNE, 2021

M. Adam Fulkerson
M. Adam Fulkerson

B.C.L.S.



1
PLAN LMP22023



CITY OF SURREY
HOUSING AGREEMENT
Mixed-Use

THIS HOUSING AGREEMENT made the 14 day of December, 2021.

BETWEEN:

CITY OF SURREY,
13450 104 Avenue,
Surrey, British Columbia V3T 1V8

(the "**City**")

AND:

WESTSTONE ONE KING GEORGE DEVELOPMENTS LTD.
WESTSTONE TWO KING GEORGE DEVELOPMENTS LTD.
WESTSTONE THREE KING GEORGE DEVELOPMENTS LTD.,
all of
300 - 10090 -152nd Street
Surrey, British Columbia V3R 8X8

(the "**Registered Owners**")

And

WESTSTONE (INNOVATION) LIMITED PARTNERSHIP
WESTSTONE (INNOVATION) GP LTD., all of
315 – 13338 Central Avenue,
Surrey, British Columbia V3T 0M3

(the "**Beneficial Owners**")

(The Registered Owners and the Beneficial Owners are together referred to herein as the "**Owner**")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the legal and beneficial owner of those certain lands and premises located in the City of Surrey, in the Province of British Columbia, legally described as:

Parcel Identifier: NPA
Lot A Except: Part on Highway Statutory Right of Way Plan 62493 of
Section 32 Township 2 New Westminster District Plan 4312 Plan
EPP65743 (the "Lands");

A copy of proposed subdivision Plan EPP65743 attached to this
Agreement as Schedule "A".

- B. The Owner proposes to use a portion of the Lands to develop and construct a 37 storey, mixed-use building ("**Building One**") containing, *inter alia*, approximately 370 private dwelling units that are to be operated exclusively as rental units (the "**Development**").
- C. The Owner has voluntarily agreed to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, R.S.B.C. 2015, Chapter 1, as amended, to ensure that the Rental Units are rented in accordance with this Agreement.

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 the Owner (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) "**Building One**" means as defined in Recital B;
 - (c) "**City**" means the City of Surrey and any person authorized by the City of Surrey, including assigns of whole or partial interest in this Agreement or of any of the rights conferred upon the City of Surrey by this Agreement;
 - (d) "**City Personnel**" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors, invitees and the Approving Officer;
 - (e) "**Claims and Expenses**" means all actions, causes of actions, suits, judgments, proceedings, demands, and claims, whether at law or in equity, losses, damages, expenses and costs (including legal fees and disbursements on an indemnity basis) of any kind or nature whatsoever, at law or in equity, for any damages, losses, injuries or death;
 - (f) "**Development**" means as defined in Recital B;

- (g) **"Dwelling Unit"** means each of the 370 dwelling units to be constructed within the Development;
- (h) **"Lands"** means the parcel of land situated in the City of Surrey, British Columbia and legally described in Recital A, and includes any parcel into which such land is consolidated or further subdivided (including a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act* of British Columbia);
- (i) **"Owner"** means the person named on the first page of this Agreement and the legal and beneficial owner at any given time and any successors in title of the Lands and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (j) **"Rental Units"** means 370 **Dwelling Units** in **Building One** which must be made available by the Owner to the general public at arms' length for use as residential rental accommodation on a month-to-month or longer basis in accordance with all applicable laws including, without limitation, the *Residential Tenancy Act*, S.B.C. 2002, Chapter 78, as amended, and any regulations pursuant thereto; and
- (k) **"Term"** means 20 years, commencing on the first day of the month after the City issues an occupancy permit for the Development.

2. RESTRICTION ON OCCUPANCY OF DWELLING UNITS

- 2.1 During the Term the Rental Units must be made available for rent in accordance with this Agreement.
- 2.2 The City may, from time to time, during the Term request the Owner to provide written proof of compliance with section 2.1 and the Owner agrees to provide, or cause an operator of the Lands to provide, the City with such proof in a form reasonably satisfactory to the City.
- 2.3 All of the Rental Units must be owned by the same Owner(s).
- 2.4 Throughout the Term, the Owner shall not sell or transfer the beneficial or registered title or any interest in and to the Rental Units, unless the Owner obtains from the transferee an agreement in writing from the transferee to assume and perform all of the obligations of the Owner arising under this Agreement.

3. LIABILITY

- 3.1 **Indemnity.** The Owner shall indemnify and save harmless the City and City Personnel from all Claims and Expenses which the City and City Personnel may suffer, or incur, or be put to, arising out of or in connection with any breach or default of any covenants or agreements on the part of the Owner contained in this Agreement, or arising out of, or in connection with the Development or arising

out of the fact that the Lands are encumbered by and affected by this Agreement.

- 3.2 **Release.** The Owner does hereby remise, release and forever discharge the City and City Personnel from all Claims and Expenses which the Owner may have against the City and City Personnel, which the Owner 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.
- 3.3 **Obligations Continue.** The Owner covenants and agrees that the indemnity and release in Sections 3.1 and 3.2 will remain effective and survive the expiration or termination of this Agreement whether by fulfilment of the covenants contained in this Agreement or otherwise.

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, BC V3T 1V8

Attention: General Manager, Planning and Development Department

- (b) As to the Owner:

Weststone (Innovation) GP Ltd.
315 – 13338 Central Avenue,
Surrey, British Columbia V3T 0M3

Attention: Development Manager

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 **Joint and Several.** Where the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 5.2 **Assignment by City.** This Agreement or any of the rights conferred by this Agreement upon the City may be assigned in whole or in part by the City without the consent of the Owner.
- 5.3 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Local Government Act* and the *Community Charter*, as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.4 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefitting the City and, in particular, acknowledge; agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person and the City may, at its sole option, execute a release of this Agreement at any time without liability to any person for so doing.
- 5.5 **No Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof of the exercise of any other right.
- 5.6 **City Not Required to Prosecute.** The Owner agrees that the City is not required or is under no obligation in law or equity to prosecute or enforce this Agreement in any way whatsoever.
- 5.7 **Remedies.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law or in equity. In addition to any remedies which are available under this Agreement or at law, the City will be entitled to all equitable remedies, including, without limitation, specific performance, injunction and declaratory relief, or any combination thereof, to enforce its rights under this Agreement. The Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise) or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement.

- 5.8 **Severability.** All the obligations and covenants in this Agreement are severable, so that if any one or more of the obligations or covenants are declared by a court of competent jurisdiction to be void and unenforceable, the balance of the obligations and covenants will remain and be binding.
- 5.9 **City Court Costs.** In an action to enforce this Agreement in respect of which the court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 5.10 **Subdivision/Consolidation.** If the Lands are subdivided or consolidated at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act*, then upon the deposit of a plan of subdivision, strata plan, consolidation plan or similar plan or application as the case may be the rights, benefits, burdens, obligations, and covenants contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided or consolidated parcels and areas so created.
- 5.11 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) this Agreement will be registered against each individual strata lot and noted on the common property sheet;
 - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
 - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan.
- 5.12 **Release and Discharge from Title Where not applicable.** Notwithstanding anything to the contrary herein, the Developer and the City acknowledge and agree that this Agreement is only intended to apply to the Rental Units and not any other portion of the Lands. The City covenants and agrees that concurrently with the registration of any subdivision plan (including any airspace subdivision plan, or a strata plan pursuant to the *Strata Property Act*) that creates a separate legal parcel or parcels for the portion of the Lands containing the Rental Units, the City will, without delay, execute in registrable form and deliver to the Developer for filing in the applicable land title office, a release and discharge of any notice of this Agreement from title to the parcel(s) so created that do not contain the Rental Units or any portion thereof. Such discharge is to be prepared and registered at the sole cost of Owner.
- 5.13 **Personal Representatives and Successors.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their personal representatives, respective heirs, executors, administrators, successors, and assigns.
- 5.14 **Governing Law.** This Agreement will be governed by and construed in

accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.

- 5.15 **Priority.** The Owner shall at the sole expense of the Owner, do or cause to be done all acts reasonably necessary to grant priority to this Agreement over all charges and encumbrances which may have been registered against the title to the Lands at the Land Title Office save and except those specifically approved in writing by the City.
- 5.16 **Further Assurances.** The Owner shall do, or cause to be done, all things and execute or cause to be executed all documents and give such further and other assurances which may be reasonably necessary to give proper effect to the intent of this Agreement.
- 5.17 **Counterparts.** This Agreement may be executed in any number of counterparts and delivered via facsimile or e-mail, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument, provided that any party delivering this Agreement via facsimile or e-mail will deliver to the other party any originally executed copy of this Agreement forthwith upon request by the other party.
- 5.18 **Entire Agreement.** This Agreement represents the entire agreement between the City and the Owner regarding the matters set out in this Agreement and supersedes all prior agreements, letters of intent or understandings about these matters.

IN WITNESS WHEREOF the City of Surrey and the Owner have executed this Agreement under seal of their duly authorized officers as of the references of this Agreement.

CITY OF SURREY,

By: 

Authorized Signatory
Doug McCallum, Mayor
City of Surrey

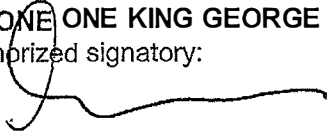
By: 

Authorized Signatory
Jennifer Ficocelli, City Clerk
City of Surrey

Owners Signature page follows:

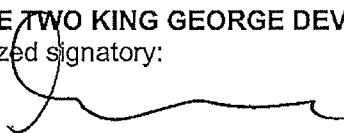
OWNER

WESTSTONE ONE KING GEORGE DEVELOPMENTS LTD.
by its authorized signatory:



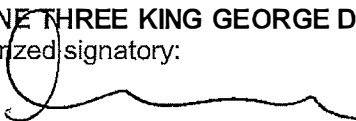
Name: Brian Regehr
(Print Name)
Title: Director
(Print title)

WESTSTONE TWO KING GEORGE DEVELOPMENTS LTD.
by its authorized signatory:



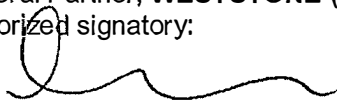
Name: Brian Regehr
(Print Name)
Title: Director
(Print title)

WESTSTONE THREE KING GEORGE DEVELOPMENTS LTD.
by its authorized signatory:



Name: Brian Regehr
(Print Name)
Title: Director
(Print title)

WESTSTONE (INNOVATION) LIMITED PARTNERSHIP
by its General Partner, **WESTSTONE (INNOVATION) GP LTD.**
by its authorized signatory:



Name: Brian Regehr
(Print Name)
Title: Director
(Print title)

SCHEDULE "A"
PROPOSED SUBDIVISION PLAN
[see attached]

**SUBDIVISION PLAN OF PARCEL "F" (REFERENCE PLAN 15821) LOT 2
EXCEPT: PART ON HIGHWAY STATUTORY RIGHT OF WAY PLAN 62493;
SECTION 32 TOWNSHIP 2 NEW WESTMINSTER DISTRICT PLAN 4312**

PLAN EPP65743

R5 DRAFT - OCT-13-2021

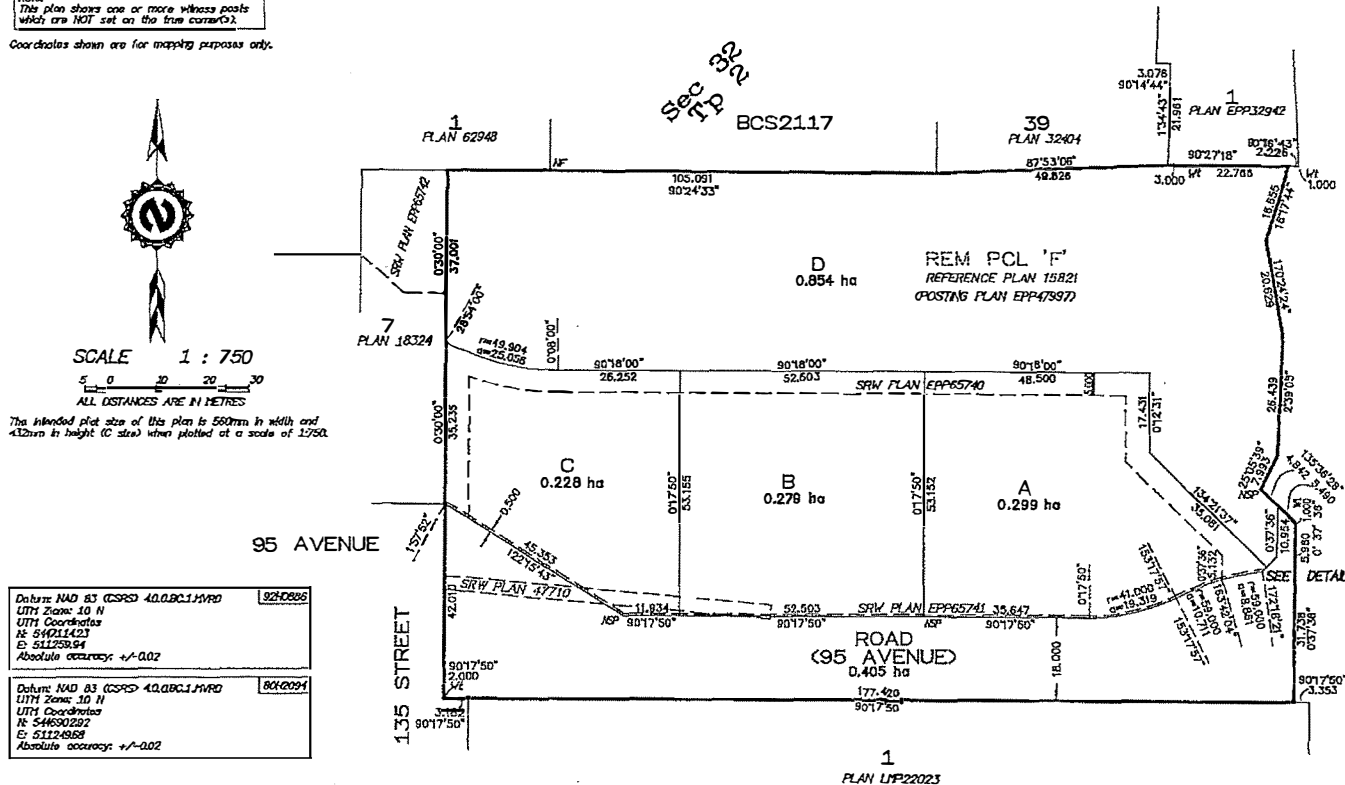
B.C.S. 929.016

LEGEND

- DN DENOTES CONTROL MONUMENT FOUND
- DNF DENOTES STANDARD RCM POST FOUND
- DNF DENOTES STANDARD RCM POST SET
- W DENOTES WITNESS
- NSP DENOTES NOT SUITABLE FOR POSTING
- NF DENOTES NOT FOUND
- ha DENOTES HECTARES

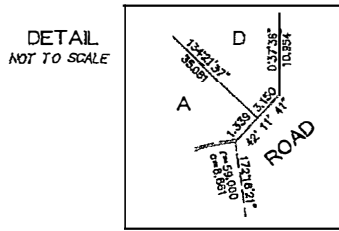
Note:
This plan shows one or more witness posts
which are NOT set on the true corner(s).

Coordinates shown are for mapping purposes only.



Datum: NAD 83 (CSRS) 40.0BC1.HVD	9290285
UTM Zone: 10 N	
UTM Coordinates	
N: 54421423	
E: 511258.94	
Absolute accuracy: +/-0.02	
Datum: NAD 83 (CSRS) 40.0BC1.HVD	8042094
UTM Zone: 10 N	
UTM Coordinates	
N: 544630222	
E: 511249.68	
Absolute accuracy: +/-0.02	

INTEGRATED SURVEY AREA No. 1, SURREY
NAD 83 (CSRS) 40.0BC1.HVD
Grid bearings are derived from conventional survey observations to geodetic control instruments B020204 and S2-0265 and are referred to the central meridian of UTM Zone 10 N.
The UTM coordinates and estimated absolute positional accuracy achieved are derived from GeoBC Internet Published Information.
This plan shows horizontal ground-level distances unless otherwise specified. To compute grid distances, multiply ground-level distances by the average combined factor of 0.999552, which has been derived from control instrument B020204.
This plan was with the jurisdiction of the Approving Officer for the City of Surrey.
The field survey represented by this plan was completed on the ___th day of October, 2021.
H. Adam Fullerton, BCLS 905



THIS PLAN LIES WITHIN THE METRO VANCOUVER REGIONAL DISTRICT