

# DISTRICT OF SEHELDT

## BYLAW NO. 370, 2000

### A bylaw to authorize the District of Sechelt to enter into a Housing Agreement with the Sunshine Coast Lions Housing Society

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**WHEREAS** the District of Sechelt may, by bylaw, under Section 905 of the Municipal Act, enter into a Housing Agreement which may include terms and conditions agreed to by the District of Sechelt and the owner regarding the occupancy of the housing units identified in the Agreement;

**AND WHEREAS** the Sunshine Coast Lions Housing Society has applied to the District of Sechelt to construct and maintain a social housing complex on the Lands (as hereinafter defined) and the District of Sechelt has deemed it expedient to require the Society, as a condition of approval to enter into a Housing Agreement with District of Sechelt pursuant to Section 905 of the Municipal Act;

**NOW THEREFORE** the Council of the District of Sechelt in open meeting assembled enacts as follows:

1. **TITLE:**

This bylaw may be cited for all purposes as District of Sechelt “Housing Agreement Bylaw No. 370”, 2000.

2. **AUTHORIZATION:**

a) The District of Sechelt is hereby authorized to enter into a Housing Agreement with the Sunshine Coast Lions Housing Society in substantially the form attached to this bylaw as Schedule “A” relating to property legally described as the North West portion of Lot 2, Block 11, DL 303/304, Plan 19960 (PID 006-933-033) (the Lands) as shown on Schedule “B”, which is attached to and forms part of this bylaw.


b) The Mayor and Municipal Clerk are hereby authorized to execute the Housing Agreement on behalf of the District of Sechelt.

READ A FIRST TIME THIS 15<sup>th</sup> DAY OF MARCH, 2000

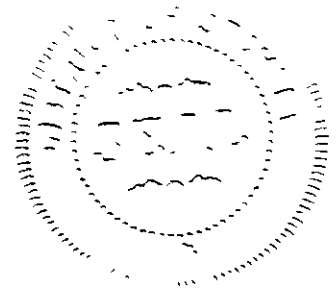
READ A SECOND TIME THIS 15<sup>th</sup> DAY OF MARCH, 2000

READ A THIRD TIME THIS 15<sup>th</sup> DAY OF MARCH, 2000

RECONSIDERED AND FINALLY ADOPTED THIS 6<sup>th</sup> DAY OF DEEMBER, 2000

  
\_\_\_\_\_  
Mayor

  
\_\_\_\_\_  
Municipal Clerk



**SCHEDULE A**

**Housing Agreement**

THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2000.

BETWEEN:

DISTRICT OF SECHELT  
2<sup>nd</sup> Floor, 5797 Cowrie Street  
PO Box 129  
Sechelt, BC  
V0N 3A0

OF THE FIRST PART

AND:

SUNSHINE COAST LIONS HOUSING SOCIETY  
(Societies Incorporation No. 7747)  
5583 Ocean Avenue  
PO Box 325  
Sechelt, BC  
V0N 3A0

(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

A. The Sunshine Coast Lions Housing Society is the registered owner of the Lands described as:

**Lot 2, Block 11, DL 303/304, Plan 19968  
(PID 006-933-033)**

B. The District of Sechelt may, pursuant to Section 905 of the Municipal Act, enter into a Housing Agreement with an owner that includes terms and conditions regarding the occupancy of dwelling units located on the Lands of the owner;

C. The Owner wishes to develop the Lands to provide 22 units of social rental housing in a "new" building to be located at the north west corner of the Lands as shown on Schedule "B" attached as "New Building" AND has applied to the District of Sechelt

for a density bonus (that density being 1 unit per 120 square metres of parcel area) for that portion of the Lands;

- D. The District of Sechelt wishes to enter into this Housing Agreement to establish terms and conditions regarding the occupancy of housing units on the Lands and the Owner has agreed:

NOW THEREFORE THIS AGREEMENT WITNESSES, that pursuant to Section 905 of the Municipal Act and in consideration of the premises and covenants contained in this Agreement, the parties covenant and agree with the other as follows:

**1. Occupancy**

All 22 units shall be occupied by:

- a) Persons of the age of fifty-five or older and includes a person who resides with a person who is at least 55 years of age; or,
- b) Persons with a disability as defined by the British Columbia Housing Management Commission.

**2. Affordability**

The monthly rent for all 22 units shall comply with the income mix requirements of the British Columbia Housing Management Commission.

**3. Registration**

Notice of this agreement shall be registered in the Land Title Office at the cost of the Owner in accordance with Section 905 of the Municipal Act, and this agreement shall be binding on all persons who acquire an interest in the Lands after registration of this notice.

**4. Governing Law**

This agreement shall be construed in accordance with and governed by the laws applicable in the Province of British Columbia.

**5. Indemnity**

The Owner releases and indemnifies the District of Sechelt from any claims, actions, causes of action, expenses or costs, including legal costs of a solicitor-client basis, which the District of Sechelt may incur as a result of, arising from, or connected with the breach of any term or condition of this Agreement by the Owner, including the costs incurred by the District of Sechelt should enforcement of the terms of this Agreement by any legal recourse be required to correct or remedy such breach.

IN WITNESS WHEREOF the parties hereto have set their hands as of the day and year first above written.

OFFICER SIGNATURE(S)	EXECUTION DATE			PARTY(IES) SIGNATURE(S):
	Y	M	D	
				Sunshine Coast Lions Housing Society by its authorized signatories:  _____ (Name)  _____ (Name)  (Name of Bank) by its authorized signatory(ies):  _____ Name  _____ Name
_____				DISTRICT OF SECHELT by its authorized signatories:  _____ Bruce Milne, Mayor  _____ Anne Jeffrey, Municipal Clerk
_____				
_____				

**CONSENT AND PRIORITY AGREEMENT**

WHEREAS Sunshine Coast Lions Housing Society (hereinafter called the “Transferor”) and DISTRICT OF SECHELT (hereinafter called the “Transferee”) have entered into the attached instrument (hereinafter called the “Agreement”) under which a Housing Agreement in favour of the Transferee has been granted on or over the Lands therein and herein described as the “Lands of Transferor”; and

WHEREAS the Canada Mortgage and Housing Corporation (hereinafter called the “Bank”) is the holder of a first Mortgage registered in the New Westminster/Vancouver Land Title Office under No. BH73030 (hereinafter called the “Charge”) and encumbering the Lands of Transferor.

NOW THEREFORE THIS INDENTURE WITNESSES that:

1. The Bank hereby consents to the registration of the Housing Agreement granted thereby.
2. The Bank hereby covenants and agrees that the Agreement shall be binding upon its interest in and Charge upon the Lands under the Charge, and that the Agreement shall be an encumbrance upon the Lands of the Transferor ranking in priority to the Charge in the same manner and to the same effect as if the Agreement had been dated, executed and registered prior to the Charge and prior to the advance of any monies pursuant to the Charge.
3. This Indenture shall be binding on the successors and assigns of the Bank, and shall enure to the benefit of the Transferor and the Transferee and their respective successors and assigns.

IN WITNESS WHEREOF the Bank has executed this Indenture.

Execution Date

Y    M    D

Officer Signature(s): Party Signature(s):

CANADA MORTGAGE & HOUSING CORPORATION  
by its authorized signatories:

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

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name