

DISTRICT OF SEHELDT

Midtown Housing Agreement Bylaw No. 461, 2007

A bylaw to enter into a housing agreement under section 905 of the Local Government Act

WHEREAS

- A. The owner of the lands wishes to develop lands in the District of Sechelt and in connection with that development has agreed to zoning of the Lands to permit the development of supportive living units for people with disabilities and affordable residential housing on the Lands as well as other uses, which Lands are legally described as follows:

Parcel Identifier: 003-503-631 and 007-700-911
Lot 6 and 7 Block P District Lot 303 Plan 14919

- B. The District wishes to enter into a housing agreement in order to secure use of the Lands for supportive living units and affordable housing units along with other uses.

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

TITLE

This Bylaw may be cited for all purposes as “Midtown Housing Agreement Bylaw No. 461, 2007”.

BYLAW

1. By this Bylaw, Council authorizes the District to enter into a housing agreement with **SUNSHINE COAST PROPERTY DEVELOPMENT CORP.** (Inc. No. BC0769374) in respect of the following land:

Parcel Identifier: 003-503-631 and 007-700-911
Lot 6 and 7 Block P District Lot 303 Plan 14919

in the form of housing agreement attached as Schedule “A” to this Bylaw.

2. The Mayor and the Administrator of the District are authorized to execute the housing agreements and the Administrator is authorized to sign and file in the Land Title Office notices of the housing agreements, as required by the *Local Government Act*

READ A FIRST TIME THIS	18 th	DAY OF	July, 2007
READ A SECOND TIME THIS	18 th	DAY OF	July, 2007
READ A THIRD TIME THIS	18 th	DAY OF	July, 2007
ADOPTED THIS	3 rd	DAY OF	October, 2007

Mayor: Cameron Reid

Director of Corporate Services:

I certify this to be a true and accurate copy of
District of Sechelt "Zoning Bylaw No. 25, 1987,
Amendment Bylaw No. 25-204, 2007 (CD-18)
"Midtown Residential Development".

Director of Corporate Services

Schedule A

Housing Agreement

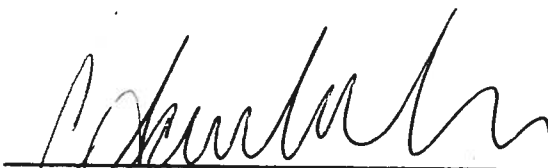
LAND TITLE ACT
FORM C
(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use) Page 1 of 22 Pages

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

CARMEN SOMBROWSKI
BARRISTER & SOLICITOR
778 COWRIE ST. BOX 360
SECHELT, B.C. V0N 3A0
604-885-9252


Applicant's ~~Solicitor~~ Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID) (LEGAL DESCRIPTION)

027-158-195 LOT A BLOCK P DISTRICT LOT 303 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN BCP 31484

3. NATURE OF INTEREST:*

Description

Document Reference Person Entitled to Interest
(page and paragraph)

Section 219 Covenant and Housing Agreement (s. 905 <i>Local Government Act</i>)	Entire Document	Transferee
--	-----------------	------------

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

- | | | |
|---------------------------------|-------------------------------------|--|
| (a) Filed Standard Charge Terms | <input type="checkbox"/> | D.F. No. |
| (b) Express Charge Terms | <input checked="" type="checkbox"/> | Annexed as Part 2 |
| (c) Release | <input type="checkbox"/> | There is no Part 2 of this instrument. |

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

SUNSHINE COAST PROPERTY DEVELOPMENT CORP. (Inc. No. BC0769374)

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

DISTRICT OF SECHELT, P.O. Box 129, Sechelt, BC V0N 3A0

LAND TITLE ACT
FORM C
(Section 233)

Province of British Columbia
GENERAL INSTRUMENT-PART 1

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

Execution Date

Transferor Signature

Y M D

RA 
Peter Malnes
Name of Officer

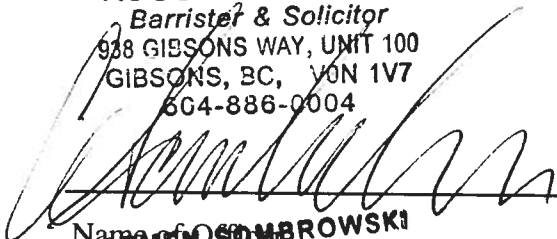
2008 01 09

RA ~~2007 07 13~~

SUNSHINE COAST PROPERTY DEVELOPMENT CORP. by its authorized signatory(ies):


President: Peter McInnis

RUSSELL F. CRUM
Barrister & Solicitor
938 GIBSONS WAY, UNIT 100
GIBSONS, BC, V0N 1V7
604-886-0004



CARMEN OSOBROWSKI
BARRISTER & SOLICITOR
778 COWRIE ST. BOX 366
SECHLT, B.C. V0N 3A0
604 885 9252

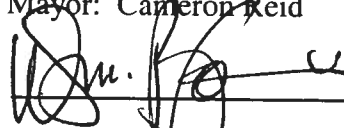
(as to both signatures)

2007 10 16

Transferee Signature

DISTRICT OF SECHLT by its authorized signatories:


Mayor: Cameron Reid


Deputy Director of Corporate Services William (Bill) Brown

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.

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

**TERMS OF INSTRUMENT - PART 2
SECTION 219 COVENANT AND HOUSING AGREEMENT**

THIS AGREEMENT dated for reference the 16 day of October, 2007

BETWEEN:

SUNSHINE COAST PROPERTY DEVELOPMENT CORP. (Inc. No. BC0769374) having an office at #101 – 5160 Davis Bay Road, Sechelt, BC, V0N 3A2

("Owner")

AND:

DISTRICT OF SECHELT, a municipal corporation pursuant to the laws of British Columbia and having a postal address at PO Box 129, Sechelt, BC, V0N 3A0

("Municipality")

GIVEN THAT:

- A. The Owner is or will soon be the registered owner in fee simple of the lands in the District of Sechelt legally described in Item 2 of Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement (the "Lands");
- B. The Owner has applied to the Municipality for a building permit for the construction of a multi-family housing complex on the Lands, more particularly described in this Agreement;
- C. Section 219 of the *Land Title Act* permits the registration of a covenant of a negative or positive nature in favour of the Municipality in respect of the use of land, construction on land or the subdivision of land;
- D. Section 905 of the *Local Government Act* permits the Municipality by bylaw to enter into a housing agreement with an owner of land, which agreement may include terms and conditions regarding the occupancy, tenure, and availability of dwelling units located on the lands of the Owner; and
- E. The Owner and the Municipality wish to enter into this Agreement to secure the construction and operation of seven (7) affordable residential housing units and four (4) supportive living units on the Lands along with thirteen (13) 'market' housing units to be built as a strata development upon the Lands, on the terms and conditions set out in this Agreement, and both parties agree that this agreement is

both a Section 219 covenant under the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*.

This Agreement is evidence that in consideration of \$2.00 paid by the Municipality to the Owner (the receipt of which is acknowledged by the Owner), the Owner covenants and agrees with the Municipality, in accordance with section 219 of the *Land Title Act*, as follows:

ARTICLE 1 - INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "Affordable Housing Unit" means a Dwelling Unit on the Lands that is specifically designated for the residential use of a single household by a Qualified Purchaser and that person's Family;
- (b) "Consumer Price Index" means the All-items Consumer Price Index for Vancouver, as compiled and published by Statistics Canada or its successor, where July 2007 =100;
- (c) "Dwelling Unit" means a room or set of rooms containing cooking and sanitary facilities and designed to be used for residential occupancy by one or more persons;
- (d) "Family" means the immediate family of a Qualified Purchaser, which includes a spouse, children, parents, and siblings.
- (e) "Housing Criteria" means the scoring and ranking system to determine Qualified Purchasers of Affordable Housing Units, which system is described in Schedule "B" attached hereto;
- (f) "LTO" means the New Westminster/Vancouver Land Title Office;
- (g) "Market Unit" means a Dwelling Unit on the Lands that is not an Affordable Housing Unit or a Supportive Living Unit;
- (h) "Municipality" means the District of Sechelt; and
- (i) "Owner" means the Transferor described in the Form C to which this Agreement is attached, and any subsequent owner of the Lands;
- (j) "Qualified Purchaser" means an individual, having the highest ranking under the Housing Criteria, who wishes to purchase an Affordable Housing Unit;

- (k) "RFR" means the Right of First Refusal Agreement in favour of the Municipality, attached hereto as Schedule "C";
- (l) "Society" means the Sunshine Coast Association for Community Living, a non-profit society registered in British Columbia under number S-0005587, or any non-profit society into which it is amalgamated;
- (m) "Supportive Living Unit" means a Dwelling Unit on the Lands that is specifically designated for the residential use of a person with a developmental disability and his/her Family, as determined by the Society in its sole discretion; and
- (n) "Subdivide" means to divide, apportion, consolidate or subdivide the Lands, or the ownership or right to possession or occupation of the Lands into two or more lots, strata lots, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act*, the *Strata Property Act* or otherwise, and includes the creation, conversion, organization or development of "cooperative units" or "shared interests in land" as defined in the *Real Estate Act*.

1.2 Interpretation

In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) reference to a particular numbered section or article, or to a particular lettered Schedule, is a reference to the correspondingly numbered or lettered article, section or Schedule of this Agreement;
- (c) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this Agreement;
- (d) the word "enactment" has the meaning given to it in the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced, unless otherwise expressly provided;
- (f) reference to a "party" or the "parties" is a reference to a party, or the parties, to this Agreement and their respective successors, assigns, trustees, administrators and receivers; and
- (g) reference to a "day," "month," or "year" is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

ARTICLE 2 - HOUSING AGREEMENT AND DEVELOPMENT RESTRICTIONS

2.1 No Development

The Owner covenants and agrees with the Municipality that the Lands must not be used, and that development of the Lands, including by construction or placement of any building or structure on the Lands is prohibited, unless as part of the development of the Lands, the Owner also designs and constructs to completion, in accordance with a building permit issued by the Municipality seven (7) Affordable Housing Units and four (4) Supportive Living Units as specified in this Agreement, which Affordable Housing Units and Supportive Living Units must be constructed and finished to the same standard of all other Dwelling Units on the Lands.

2.2 No Subdivision

The Land will not be Subdivided, except by registration in the LTO of a strata plan converting each residential dwelling unit within the development into strata lots, substantially as shown generally on Schedule "A", or such other strata plan acceptable to the District's Director of Planning, in his sole discretion.

No building or structure on the Land may be occupied or used for any purpose until and unless the Land is Subdivided in the manner permitted by this section 2.2.

2.3 Determination of Affordable Housing Units

At the time the Land is Subdivided in the manner permitted by section 2.2, the Owner will notify the Municipality as to which Dwelling Units in the development will be the Affordable Housing Units and which will be the Supportive Living Units, provided that the floor area of each Affordable Housing Units will be at least equal to the median floor area of the other dwelling units within the Development.

2.4 Partial Discharge

If:

- (a) the Municipality has issued occupancy permits for all of the Affordable Housing Units, and
- (b) the Owner is not in breach of any of its obligations under this agreement, and
- (c) the RFR has been granted and registered in accordance with sections 2.6(c) and 2.8(b), if applicable

the Municipality will, at the request of the Owner and at the Owner's sole expense, execute and deliver to the Owner discharges of this agreement in registrable form, discharging this agreement from title to each parcel (including strata lots) that does not contain an Affordable Housing Unit or a Supportive Living Unit.

2.5 Occupation of Affordable Housing Units

Each Affordable Housing Unit:

- (a) may only be used as a permanent residence; and
- (b) must be occupied as a permanent residence by at least one Qualified Purchaser immediately after construction of the Affordable Housing Unit, except that the Family of the Qualified Purchaser who occupies the Affordable Housing Unit as a permanent residence may also occupy the Affordable Housing Unit.

2.6 Conditions of First Sale of Affordable Housing Units

- (a) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit to a Qualified Purchaser, as determined by the criteria and process set out in Schedule "B".
- (b) The Owner covenants and agrees that the Owner may only sell an Affordable Housing Unit to a Qualified Purchaser for a maximum sale price of \$200,000.00, plus GST if applicable, per Affordable Housing Unit.
- (c) Concurrently with the registration of the Form A Transfer conveying the Affordable Housing Unit to the Qualified Purchaser, the Qualified Purchaser must grant the Municipality the RFR attached hereto as Schedule "C" and the Qualified Purchaser must register the RFR against title to the Affordable Housing Unit in the LTO, in priority to all financial liens, charges, encumbrances and legal notations (including, options to purchase, rights of first refusal and leases).

2.7 Conditions of Second Sale of Affordable Housing Units

- (a) Despite subsection 2.6(a) above, if the Owner of an Affordable Housing Unit bought the Affordable Housing Unit as a Qualified Purchaser, the maximum sale price of the Affordable Housing Unit is the actual price paid for the unit by the Qualified Purchaser plus an percentage increase equivalent to the Consumer Price Index, plus all legal costs and real estate agent costs of the first Qualified Purchaser when he/she first bought the Affordable Housing Unit.
- (b) If the Owner bought the Affordable Housing Unit as a Qualified Purchaser, that Owner may sell the Affordable Housing Unit to any person, and the Housing Criteria will not apply to that person. A person who bought an Affordable Housing Unit from an Owner who was a Qualified Purchaser may sell the Affordable Housing Unit to any person and at any price.
- (c) The Owner of an Affordable Housing Unit, including an Owner who bought the Affordable Housing Unit as a Qualified Purchaser and a later Owner, must give written notice of a sale of the Affordable Housing Unit to the Municipality's Corporate Officer promptly after an agreement to sell the Affordable Housing Unit has been fully signed.

- (d) The Municipality may waive the requirement in section 2.7(a) above if the Affordable Housing Unit must be sold promptly due to death or severe disease of the Qualified Purchaser, or forced sale by a financial chargeholder of the Affordable Housing Unit, provided the Municipality receives written notice of such circumstances prior to the sale.

2.8 Supportive Living Units

- (a) Each Supportive Living Unit may only be used as a permanent residence for an individual with disabilities and his/her Family, as determined by the Society in its sole discretion.
- (b) The Owner must, by the time the Municipality grants an occupancy permit in respect of a Supportive Living Unit grant the Municipality the RFR attached hereto as Schedule "C" and the Owner must register the RFR against title to each Supportive Living Unit in the LTO, in priority to all financial liens, charges, encumbrances and legal notations (including, options to purchase, rights of first refusal and leases).

2.9 Order to Comply

If the Owner is in default of the performance or observance of this Agreement, the Municipality may give the Owner a notice of default requiring the Owner to comply with this Agreement within the time stated in the notice.

2.10 Specific Performance of Agreement

The Owner agrees that the Municipality is entitled to obtain an order for specific performance of this Agreement and a prohibitory or mandatory injunction in respect of any breach by the Owner of this Agreement. Further, the Owner agrees that the foregoing provision is reasonable given the public interest in restricting the occupancy and disposition of each Affordable Housing Unit on the Lands in accordance with this Agreement.

2.11 Notice of Housing Agreement

For clarity, the Owner acknowledges and agrees that:

- (a) this Agreement constitutes both a covenant under section 219 of the *Land Title Act* and a housing agreement entered into under section 905 of the *Local Government Act*;
- (b) the Municipality is required to file a notice of housing agreement in the LTO against title to the Land; and
- (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Land.

ARTICLE 3 - GENERAL

3.1 Expiry

The Municipality covenants and agrees with the Owner that sections 2.2, 2.3, 2.5, 2.6 and 2.7 of this Agreement will cease to apply and have effect from and after May 1, 2011, and the Municipality agrees to sign a release of this Agreement prepared by the Owner of an Affordable Housing Unit after that date.

3.2 No Effect On Laws or Powers

This Agreement does not:

- (a) affect or limit the discretion, rights, duties or powers of the Municipality under any enactment or at common law, including in relation to the use or subdivision of the Lands;
- (b) impose on the Municipality any legal duty or obligation, including any duty of care or contractual or other legal duty or obligation, to enforce this Agreement;
- (c) affect or limit any enactment relating to the use or subdivision of the Lands; or
- (d) relieve the Owner from complying with any enactment, including in relation to the use or subdivision of the Lands.

3.3 Notice

Any notice which may be or is required to be given under this Agreement must be in writing and either be delivered or sent by fax transmission. Any notice which is delivered is to be considered to have been given on the first day after it is dispatched for delivery. Any notice which is sent by fax transmission is to be considered to have been given on the first business day after it is sent. If a party changes its address or fax number, or both, it must promptly give notice of its new address or fax number address, or both, to the other party as provided in this section.

3.4 Covenant Runs With the Land

Every obligation and covenant of the Owner in this Agreement constitutes both a contractual obligation and a covenant granted by the Owner to the Municipality in accordance with section 219 of the *Land Title Act* in respect of the Lands and this Agreement burdens the Lands and runs with them and binds the Owner's successors in title and binds every parcel into which they are consolidated or subdivided by any means, including by subdivision or by strata plan under the *Strata Property Act*.

3.5 Limitation on Owner's Obligations

The Owner is only liable for breaches of this Agreement that occur while the Owner is the registered owner of the Lands.

3.6 Waiver

No condoning, excusing or overlooking by the Municipality of any default under this Agreement, nor any consent, approval, or agreement whether written or otherwise will be taken to operate as a waiver by the Municipality of any subsequent default or of the necessity for further consent, approval or agreement in respect of a subsequent matter requiring it under this Agreement, or in any way to defeat or affect the rights or remedies of the Municipality

3.7 Further Acts

The Owner will do everything reasonably necessary to give effect to the intent of this Agreement, including execution of further instruments.

3.8 Severance

If any part of this Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, 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.

3.9 No Other Agreements

This Agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all other agreements and arrangements regarding its subject.

3.10 Amendment

This Agreement may be discharged, amended or affected only by an instrument duly executed by both the Owner and the Municipality.

3.11 Enurement

This Agreement binds the parties to it and their respective successors, heirs, executors and administrators. Reference in this Agreement to the "Municipality" is a reference also to the elected and appointed officials, employees and agents of the Municipality.

3.12 Amendment and Termination

This Agreement may not be modified or amended except by bylaw of the Municipality, upon an agreement in writing between the Municipality and the Owner. This Agreement

may be terminated or discharged by the Municipality without the consent or agreement of the Owner.

3.13 Joint Venture

Nothing in this Agreement will constitute the Owner as an agent, joint venturer or partner of the Municipality or give the Owner any authority or power to bind the Municipality in any way.

3.14 Priority

The Owner agrees to do everything necessary at the Owner's expense to ensure that this Agreement is registered against title to the Lands with priority over all financial charges, liens, and encumbrances registered or pending at the time of application for registration of this Agreement.

3.15 Deed and Contract

By executing and delivering this Agreement each of the parties intends to create both a contract and a deed executed and delivered under seal.

As evidence of their agreement to be bound by the above terms, the parties each have executed and delivered this Agreement under seal by executing Part 1 of the *Land Title Act* Form C to which this Agreement is attached and which forms part of this Agreement.

SCHEDULE "A" - Proposed Strata Plan

PROPOSED STRATA PLAN OF LOT A, BLOCK P
DL 303, Gp 1, NWD, PLAN BCP_____.

SHEET 1 OF 7 SHEETS

STRATA PLAN BCS_____

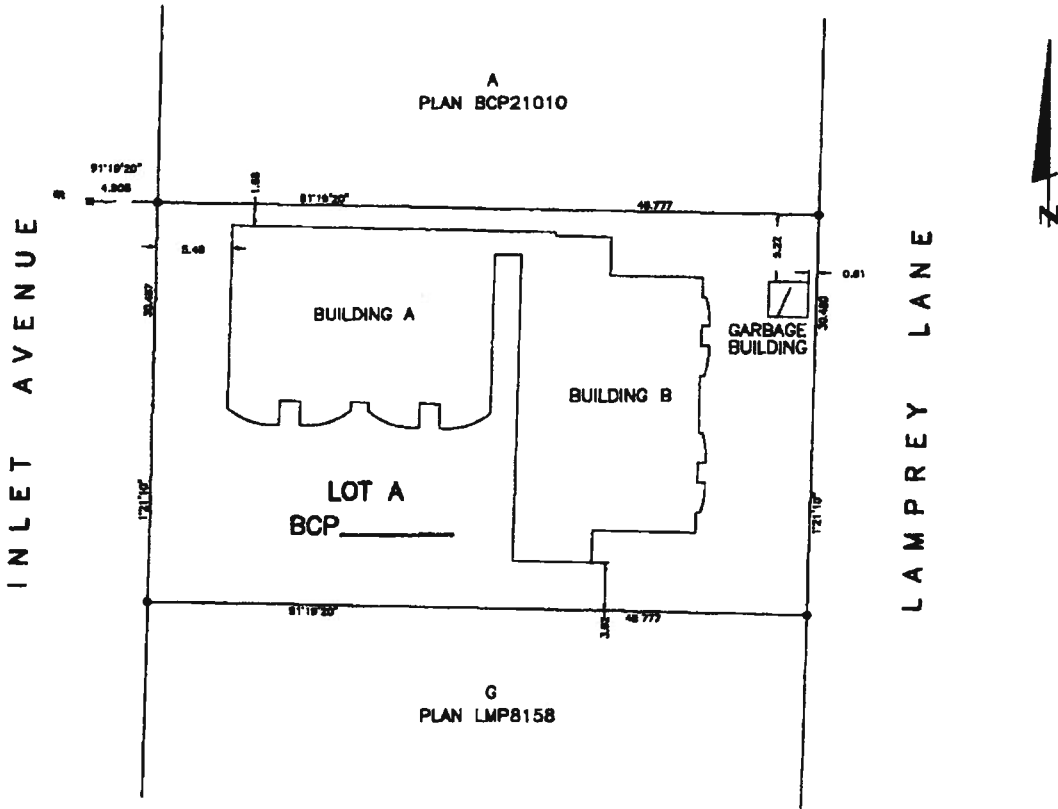
DEPOSITED AND REGISTERED IN THE LAND
TITLE OFFICE AT NEW WESTMINSTER, B.C.
This Day of _____, 2007.

B.C.G.S. 92G.042

SCALE 1 : 250



All Distances are in Metres
Bearings are Astronomic and are derived from Plan BCP_____



LEGEND

I, BRIAN O. BROWN, A BRITISH COLUMBIA LAND SURVEYOR,
CERTIFY :

1. THAT THE BUILDING SHOWN ON THIS STRATA PLAN IS WITHIN THE EXTERNAL BOUNDARIES OF THE LAND THAT IS THE SUBJECT OF THE STRATA PLAN
2. THAT CERTAIN PARTS OF THE BUILDING ARE NOT WITHIN THE EXTERNAL BOUNDARIES BUT APPROPRIATE AND NECESSARY EASEMENTS OR OTHER INTERESTS ARE REGISTERED UNDER No. 08 40214 AND COVENANT R132516, AS SET OUT IN SECTION 244(1)(f) OF THE STRATA PROPERTY ACT.

- Denotes Lead Plug Found
- Denotes Standard Iron Post Found
- SL Denotes Strata Lot
- m² Denotes Square Metres
- CP Denotes Common Property

FOR BUILDING DIMENSIONS SEE INDIVIDUAL STRATA LOTS

DATED THIS ___th DAY OF _____ 2007.

B.C.L.S.

I, Brian O. Brown, a British Columbia Land Surveyor, of Whistler, in British Columbia, certify that I was present at and personally superintended the survey represented by this plan and that the survey and plan are correct. The field survey was completed on the ___ day of _____, 2007. The plan was completed and checked, and the Checklist filed under # _____, on the ___ day of _____, 2007.

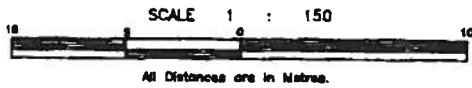
B.C.L.S.
This Plan Uses Within The 'Sunshine Coast' Regional District

R. B. Brown Land Surveying Ltd.
Professional Land Surveyors
P.O. Box 13, Whistler, B.C. V0M 1B0
604-932-5428 Fax 604-938-1381
E-mail rbbrown@rls.net

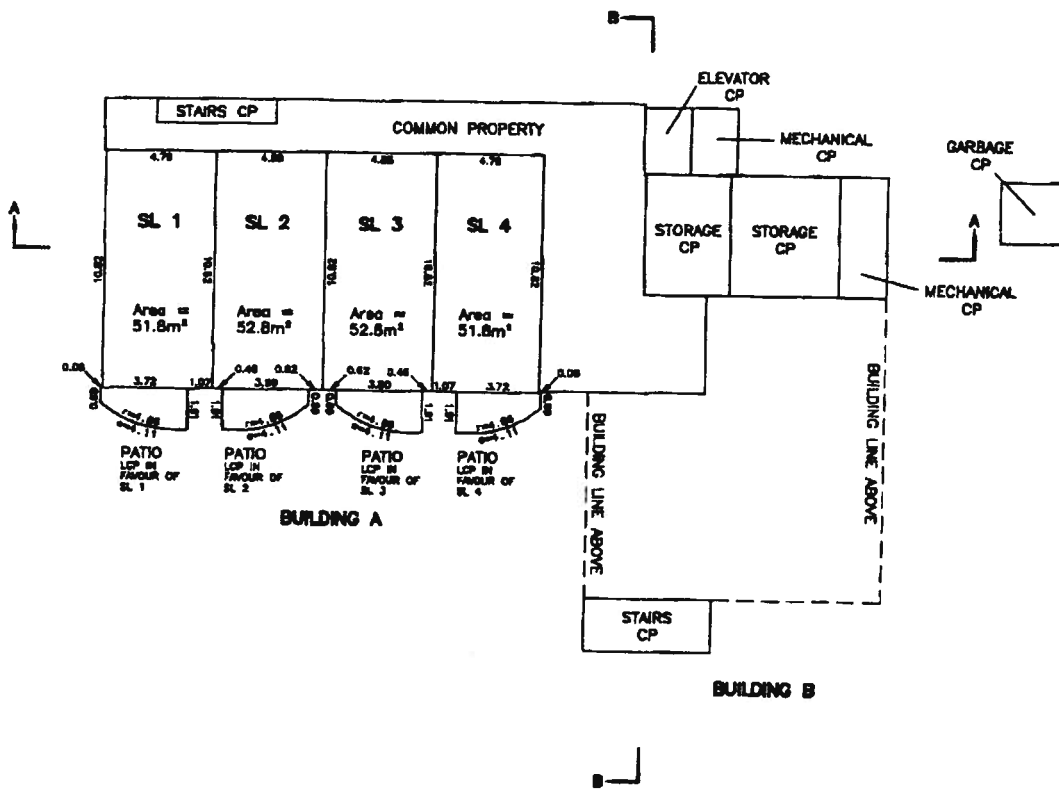
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PLAN OF STRATA LOTS 1 TO 4

SHEET 3 OF 7 SHEETS
STRATA PLAN BCS



GROUND FLOOR



NOTE:
 SL DENOTES STRATA LOT
 LCP DENOTES LIMITED COMMON PROPERTY
 CP DENOTES COMMON PROPERTY
 BALCONIES AND PATIOS ARE LIMITED COMMON PROPERTY
 AND ARE NOT INCLUDED IN SQUARE METRE (m²) AREAS
 ALL DISTANCES ARE IN METRES

R. B. Brown Land Surveying Ltd.
 Professional Land Surveyors
 P.O. Box 13, Whistler, B.C. V0N 1B0
 604-932-9426 Fax 604-938-1361
 E-mail rbbrown1@telus.net

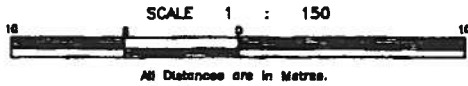
 S.C.L.S.

 2007

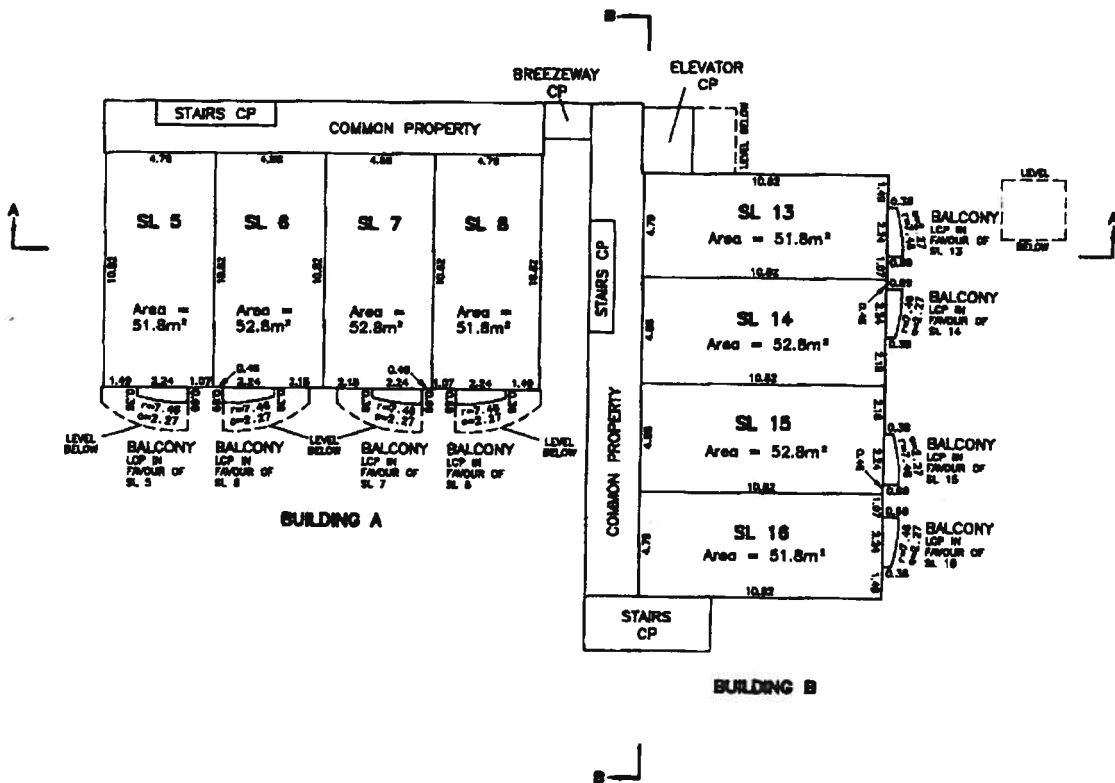
PLAN OF STRATA LOTS 5 TO 8 AND 13 TO 16

SHEET 4 OF 7 SHEETS

STRATA PLAN BCS _____



SECOND FLOOR



NOTE:
SL DENOTES STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY
CP DENOTES COMMON PROPERTY
BALCONIES AND PATIOS ARE LIMITED COMMON PROPERTY
AND ARE NOT INCLUDED IN SQUARE METRE (m²) AREAS
ALL DISTANCES ARE IN METRES

R. S. Brown Land Surveying Ltd.
Professional Land Surveyors
P.O. Box 13, Whistler, B.C. V0N 1B0
604-832-5426 Fax 604-836-1381
E-mail rbbrown1@telus.net

B.C.L.S.

2007

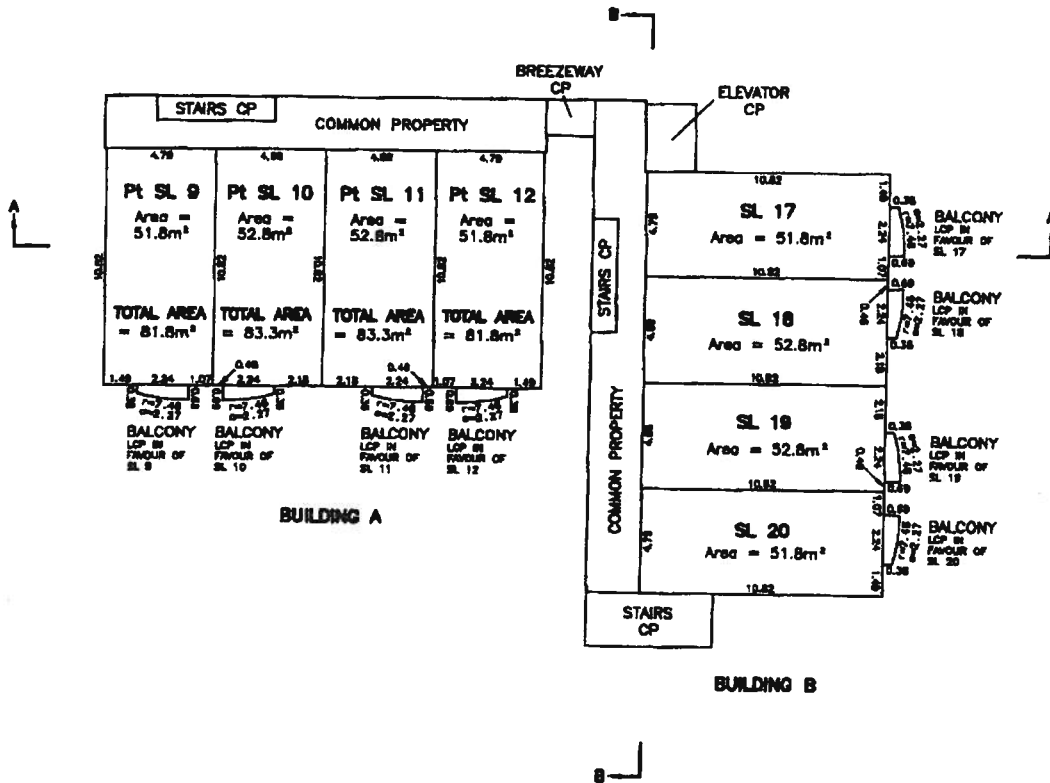
PLAN OF STRATA LOTS 9 TO 12 AND 17 TO 20

SHEET 5 OF 7 SHEETS

STRATA PLAN BCS



THIRD FLOOR



NOTE:
 SL DENOTES STRATA LOT
 LCP DENOTES LIMITED COMMON PROPERTY
 CP DENOTES COMMON PROPERTY
 BALCONIES AND PATIOS ARE LIMITED COMMON PROPERTY
 AND ARE NOT INCLUDED IN SQUARE METRE (m²) AREAS
 ALL DISTANCES ARE IN METRES

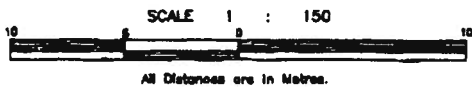
R. B. Brown Land Surveying Ltd.
 Professional Land Surveyors
 P.O. Box 15, Whistler, B.C. V0N 1B0
 604-932-5426 Fax 604-938-1381
 E-mail rbbrown1@telus.net

B.C.L.S.

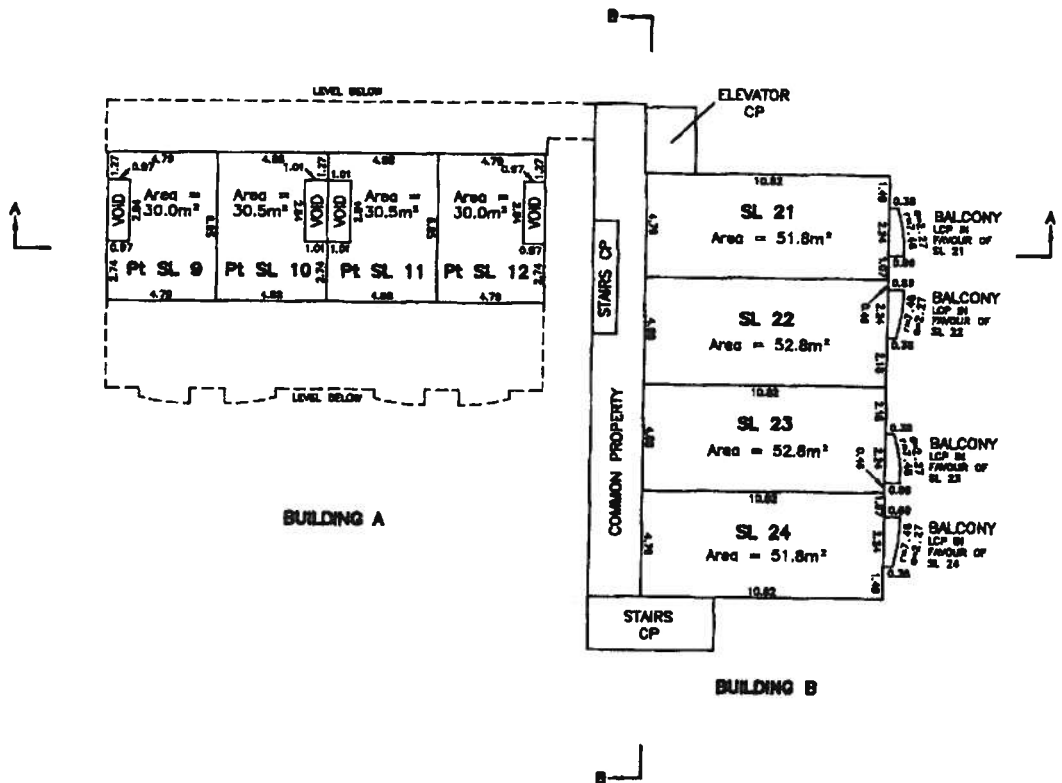
2007

PLAN OF STRATA LOTS 9 TO 12 AND 21 TO 24

SHEET 6 OF 7 SHEETS
STRATA PLAN BCS _____



FOURTH FLOOR



NOTE:
SL DENOTES STRATA LOT
LCP DENOTES LIMITED COMMON PROPERTY
CP DENOTES COMMON PROPERTY
BALCONIES AND PATIOS ARE LIMITED COMMON PROPERTY
AND ARE NOT INCLUDED IN SQUARE METRE (m²) AREAS
ALL DISTANCES ARE IN METRES

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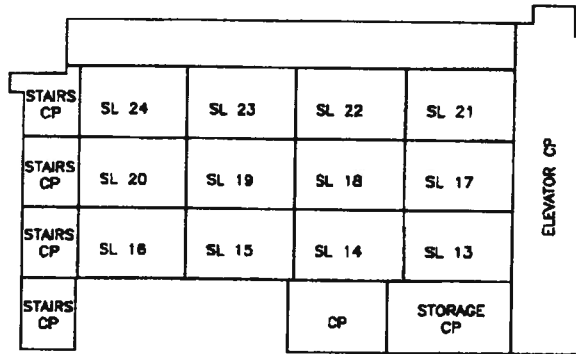
S.C.L.S.

2007

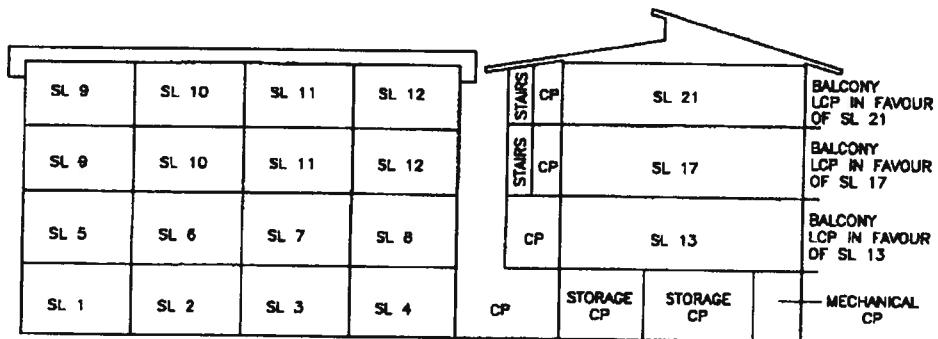
CROSS SECTIONS

SHEET 7 OF 7 SHEETS

STRATA PLAN BCS _____



CROSS SECTION B - B



CROSS SECTION A - A

NOTE:
 SL DENOTES STRATA LOT
 LCP DENOTES LIMITED COMMON PROPERTY
 CP DENOTES COMMON PROPERTY
 BALCONIES AND PATIOS ARE LIMITED COMMON PROPERTY
 AND ARE NOT INCLUDED IN SQUARE METRE (m²) AREAS
 ALL DISTANCES ARE IN METRES

R. B. Brown Land Surveying Ltd.
 Professional Land Surveyors
 P.O. Box 13, Whistler, B.C. V0N 1B0
 604-932-5428 Fax 604-938-1381
 E-mail rbbrown1@telus.net

 B.C.L.S.

 2007

SCHEDULE "B" - Housing Criteria

The parties agree that the Owner will use the following points system to determine Qualified Purchasers of the Affordable Housing Units. This system will only apply to the first purchasers of the Affordable Housing Units.

Scoring - The Owner will accept applications from individuals interested in purchasing an Affordable Housing Unit on the Land, and the Owner will score applicants according to the following system:

1. **Local Residents** – An applicant who is currently living within the territorial boundaries of the Regional District of Sunshine Coast will score **5 points**. An applicant who has not will score 0 points.
Required proof: utility bills or banking information for 2007 showing residential address.
2. **No Real Estate Ownership** – An applicant who does not own any real estate, either legally or beneficially, will score **5 points**.
Required proof: affidavit signed by that applicant affirming that he/she owns no real estate anywhere in the world, either legally or beneficially. If the applicant has a spouse who would be living in the Affordable Housing Unit, the applicant's spouse must sign a similar affidavit.
3. **Household Income** – An applicant and any members of his/her immediate family (which includes a spouse, children, parents, and siblings) who would be living in the Affordable Housing Unit with the applicant, who have the combined annual household income (before income tax) listed below will score the following points:
 - a. \$0 - \$50,000; **5 points**
 - b. \$50,001 - \$60,000; **4 points**
 - c. \$60,001 - \$70,000; **3 points**
 - d. \$70,001 - \$80,000; **2 points**
 - e. \$80,001 - \$90,000; **1 point**
 - f. \$90,001 and above; **0 points**

Required proof - income tax Notice of Assessment for 2006 for every member of the immediate family who filed a tax return for 2006, **plus** evidence of anticipated 2007 income for every adult member of the immediate family, in the form of pay stubs, if employed, or an affidavit as to income signed by a self-employed adult member of the immediate family.

Where household income varies between 2006 and estimated total 2007 amounts, the higher income will be used for the purpose of scoring points.

In addition to the written proof required to determine ranking above, each applicant must also show government picture identification to prove identity.

In the case of an applicant who is unable provide the specific documents mentioned above to provide required proof of criteria, such an applicant may provide his/her best evidence to the Municipality's Director of Planning, in whose sole discretion lies the awarding of points in extraordinary circumstances.

Applicants who do not wish to produce proof of residence, income, or real estate ownership may be added to the list with a score of 0 points.

Ranking – The Owner may enter into an agreement to sell an Affordable Housing Unit to an applicant who has scored a full 15 points at any time up to and including September 20, 2007. For the purposes of the Agreement, this applicant will be a Qualified Purchaser. For clarity, the actual transfer of the Affordable Housing Unit to a Qualified Purchaser with a full 15 points may occur after September 20, 2007.

All other applicants must be listed until September 21, 2007. The Owner must then rank the remaining applicants by their points score from highest to lowest, and, in the case of a tie in points, the applicant who applied first (including by providing required proofs for the points system) will rank above an applicant who applied later in time. The applicants ranked highest on this list are Qualified Purchasers for the purposes of the Agreement. In the case where an agreement to sell with a particular Qualified Purchaser collapses, the Owner may invite the next highest-rated applicant to purchase the Affordable Housing Unit. If there are no further Qualified Purchasers on the list and there remain Affordable Housing Units unsold after September 21, 2007, the Owner may sell the remaining Affordable Housing Units to any person at any price, and the Municipality will execute a discharge of this agreement from title to the applicable Affordable Housing Unit. The Owner will be responsible for preparing and registering such discharge in the LTO.

The Municipality has the right to review the Owner's records relating to the application system, review the individual applications including required proof, and participate in the ranking of Qualified Purchasers.

The Owner will give the Municipality's Planning Department written notice of all applicants determined to be Qualified Purchasers, to be delivered to the Planning Department promptly after an agreement to sell the Affordable Housing Unit has been fully signed.

SCHEDULE C –Right of First Refusal

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT-PART 1 (This area for Land Title Office use)

Page 1 of 1 Pages

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

Applicant's Solicitor

[RFR]

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(FID)

(LEGAL DESCRIPTION)

●

●

3. NATURE OF INTEREST:*

Description

Document Reference
(page and paragraph)

Person Entitled to Interest

Right of First Refusal

Entire Agreement

Transferee

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

(a) Filed Standard Charge Terms

D.F. No.

(b) Express Charge Terms

 X

Annexed as Part 2

(c) Release

—

There is no Part 2 of this Instrument.

A selection of (a) include any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharged as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

●

6. TRANSFEE(S): (including postal address(es) and postal code(s))*

DISTRICT OF SECHELT, 5797 Cowrie Street, Sechelt, B.C. V0N 3A0

**TERMS OF INSTRUMENT - PART 2
RIGHT OF FIRST REFUSAL**

THIS AGREEMENT dated for reference October 16, 2007 is

BETWEEN:

DISTRICT OF SECHELT, a municipal corporation
having an office at 5797 Cowrie Street, Sechelt, B.C. V0N
3A0

(the "District")

AND:

•

(the "Owner")

GIVEN THAT:

- A. The Owner is the owner of the land, and all improvements thereto legally described in section 2 of page 1 of the *Land Title Act* Form C to which this agreement is attached (the "Land"), and for the purposes of the provisions herein, the Land may mean one or more parcels comprising the Land to which the Right of First Refusal herein is registered,
- B. Pursuant to the Housing Agreement and Covenant dated for reference _____, 2007 between the District and the previous owner of the Land, the Owner has agreed to grant to the District a right of first refusal to purchase the Land on the following terms and conditions,

THIS AGREEMENT is evidence that in consideration of the payment of \$1.00 paid by the District to the Owner and other good and valuable consideration (the receipt and sufficiency of which the Owner acknowledges), the Owner and the District agree as follows:

RIGHT OF FIRST REFUSAL

1. **Definitions** – In addition to any terms defined elsewhere in this agreement, in this agreement the following terms have the following meanings:
- (a) "Arm's-length" has the same meaning as that term has in the *Income Tax Act* (Canada);
 - (b) "Bona Fide Offer" means an offer to purchase the Land:
 - (i) in writing,

- (ii) signed by an Outside Offeror,
 - (iii) only in its entirety and chattels pertaining thereto and no other property, rights or assets,
 - (iv) free and clear of any liens, charges and encumbrances other than the Permitted Encumbrances,
 - (v) in a form legally enforceable against the Outside Offeror and subject to no conditions which are not capable of being waived by the Outside Offeror,
 - (vi) stating that the Outside Offeror has been pre-approved for a mortgage in relation to the Land, and
 - (vii) providing that if the District does not exercise its right to purchase the Land under section 6, the Outside Offeror will grant to the District a right of first refusal to purchase the Land upon the same terms and conditions as are set forth in this agreement;
- (c) “Business Day” means Monday to Friday inclusive except for those days declared by lawful authority as holidays, excluding any day that the land title office is not open for business;
- (d) “Expiry Time” with respect to any offer made by the Owner to the District under section 4, will be 5:00 p.m. on the fifth calendar day after the receipt by the Purchaser of such offer, provided that in determining such time the day such offer is received by the District will be excluded;
- (e) “Outside Offeror” means a purchaser or prospective purchaser who deals at Arm’s-length with the Owner;
- (f) “Permitted Encumbrances” has the meaning set out in section 3; and
- (g) “Term” means:
- (i) in respect of a Supportive Living Unit under the Housing Agreement, that period of time from and after the reference date of this agreement to and including April 30, 2106 (99 years), and
 - (ii) in respect of an Affordable Housing Unit under the Housing Agreement, that period of time from and after the reference date of this agreement to and including April 30, 2011.
2. **Restrictions on Sale** – During the Term, the Owner will not sell, transfer or otherwise convey or offer to sell, transfer or otherwise convey the Land except:
- (a) for consideration payable entirely in lawful money of Canada;

- (b) to an Outside Offeror, except that the Owner may transfer title to a person or corporation not at Arm's-length for corporate reorganization, tax or trust or family purposes, provided that this agreement will remain in effect as if the transferee were the Owner, and that, if the Owner does transfer title to such a person or corporation, the District will cause its solicitors to deliver a discharge of this agreement to the solicitors for the Owner on receipt of a satisfactory undertaking from the solicitors for the Owner that the discharge will only be registered concurrently with registration of a new right of first refusal in favour of the District on terms identical to those set forth in this agreement, and having the same priority of registration as this agreement;
 - (c) pursuant to a Bona Fide Offer; and
 - (d) in accordance with, and to the extent permitted by, the terms of this agreement.
- 3. **Notice of Bona Fide Offer** – If, at any time and from time to time during the Term, the Owner receives a Bona Fide Offer from an Outside Offeror, which Bona Fide Offer the Owner is willing to accept, then the Owner will deliver written notice (the “Notice”) immediately to the District that the Owner has received such Bona Fide Offer, and will deliver to the District with the Notice a photocopy of such Bona Fide Offer, certified by the Owner to be a true copy.
- 4. **Notice as Offer** – The Notice will be deemed to constitute an offer by the Owner to the District to sell the Land to the District on and subject to all the terms and conditions set forth in such Bona Fide Offer.
- 5. **Offer Irrevocable** – The offer made by the Owner to the District under section 4 will be irrevocable and may not be withdrawn by the Vendor until after the Expiry Time.
- 6. **Acceptance of Offer** – Upon receipt of the Notice, the District will have the exclusive first right, exercisable up to and including but not after the Expiry Time, to deliver to the Owner written notice (the “Acceptance”) that the District will purchase the Land for the price and upon the terms and conditions set forth in such Bona Fide Offer.
- 7. **Contract of Sale and Purchase** – Upon receipt by the Owner of the Acceptance, a binding contract of purchase and sale for the Land will be constituted between the District and the Owner, which contract will be completed in the manner provided in such Bona Fide Offer as if the District were the Outside Offeror.
- 8. **Sale to Outside Offeror** – If the Owner does not receive the Acceptance before the Expiry Time, the Owner may complete the sale with the Outside Offeror as provided for in such Bona Fide Offer in strict accordance with the terms set forth in the Bona Fide Offer. In such case, the District will cause its solicitors to deliver a discharge of this agreement to the solicitors for the Owner.

9. **Risk** – The Land will be at the risk of the Owner until completion of the transfer of the Land to the District and after completion it will be at the District’s risk.
10. **Encumbrances** – The Owner must not charge or encumber the Land with, or permit to arise in respect of the Land, any lien, claim, charge, encumbrance or legal notation, without the District’s prior written consent, except where agreed to by the District.
11. **Access** – The District, its agents and employees have the licence, exercisable on 24 hours prior written notice to the Owner, to enter upon the Land from time to time during the Term, at the District’s sole risk and expense, for the purpose of making inspections, surveys, tests and studies of the Land. The District agrees to:
 - (a) release and indemnify, and hold harmless, the Owner from and against any and all actions, causes of actions, liability, demands, losses, costs and expenses (including legal fees, costs and disbursements) which the Owner or any third party may suffer, incur, be subject to or liable for, arising out of or in any way related to or in connection with the exercise by the District of its rights under this section; and
 - (b) leave the Land in the same condition as that in which the District found the Land, including by removing any equipment, refuse or other matter brought on to the Land by the District or its agents or contractors.
12. **Owner Representations, Warranties and Covenants** – The Owner hereby represents and warrants to the District that the following is true and accurate on the date the Owner executes this agreement and will be true on the Completion Date or on the completion date arising if the District exercises its rights under section 6:
 - (a) the Owner has the legal capacity, power and authority to perform all of the Owner’s obligations under this agreement;
 - (b) the Owner has a good, safe holding and marketable title to the Land; and
 - (c) the Owner is a resident of Canada within the meaning of the *Income Tax Act* (Canada).
13. **Further Assurances** - Each of the parties must at all time execute and deliver at the request of the other all such further documents, deeds and instruments, and do and perform such other acts as may be reasonably necessary to give full effect to the intent and meaning of this agreement, including to register this agreement with the LTO in priority to all liens, charges and encumbrances, except for the Permitted Encumbrances, promptly after execution by the parties.
14. **Notice** - Any notice, direction, demand, approval, certificate or waiver (any of which constitute a “Notice”) which may be or is required to be given under this agreement must be in writing and be delivered:

to the District:

5797 Cowrie Street
Sechelt, B.C. V0N 3A0

Fax: (604) 885-7591
Attention: Director of Corporate Services

to the Owner:

•

or to such other address, fax number, of which notice has been given as provided in this Article.

Any Notice that is delivered is to be considered given on the day it is delivered.

15. **No Effect on Powers** – This agreement does not:
- (a) affect or limit the discretion, rights, duties or powers of the District or the approving officer for the District under the common law or any statute, bylaw or other enactment, nor does this agreement create, or is the parties' intention to create, any implied obligations regarding such discretion, rights, duties or powers;
 - (b) affect or limit the common law or any statute, bylaw or other enactment applying to the Land; or
 - (c) relieve the Owner from complying with any common law or any statute, regulation, bylaw or other enactment.
16. **Time of Essence** - Time is of essence of this agreement and the conveyance and transfer for which it provides.
17. **Tender** - Any tender of documents or money may be made upon the parties at their respective addresses set out in this agreement or upon their respective solicitors.
18. **No Other Agreements** - This agreement is the entire agreement between the parties regarding its subject and it terminates and supersedes all representations, warranties, promises and agreements regarding its subject.
19. **Benefit** - This agreement enures to the benefit of and is binding upon the parties and their respective heirs, executors, administrators, successors and assigns.

20. **Schedules** – The Schedules to this agreement form an integral part of this agreement.
21. **Modification** - This agreement may not be changed except by an instrument in writing signed by the parties or by their successors or assigns, but the parties agree that the Completion Date may be changed by their agreement through their respective solicitors upon instructions to their solicitors as evidenced promptly thereafter in writing by their solicitors.
22. **Interpretation** - Wherever the singular is used or neuter is used in this agreement, it includes the plural, the feminine, the masculine or body corporate where the context or the parties so required.
23. **Governing Law** – This agreement will be governed by and construed in accordance with the laws of British Columbia.

As evidence of their agreement to be bound by the terms of this agreement, the parties have executed under seal the *Land Title Act* Form C to which this agreement is attached and which forms part of this agreement.

END OF DOCUMENT