

DISTRICT OF SECHELT

BYLAW NO. 475, 2008

A bylaw to authorize the District of Sechelt to enter into a Housing Agreement with Habitat for Humanity for Sunshine Coast Village

WHEREAS the District of Sechelt may, by bylaw, under Section 905 of the Local Government 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 Habitat for Humanity has applied to the District of Sechelt to construct and maintain an affordable housing complex on the Lands (as hereinafter defined);

AND WHEREAS The District and Habitat for Humanity wish to enter into a housing agreement in order to secure one (1) Affordable Housing Unit.

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 Sunshine Coast Village Housing Agreement Bylaw No. 475, 2008”.

2. **AUTHORIZATION:**

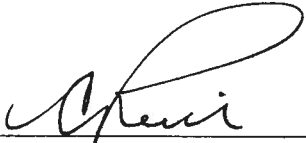
- a) The District of Sechelt is hereby authorized to enter into a Housing Agreement with Habitat for Humanity in substantially the form attached to this bylaw as Schedule "A" relating to property legally described as lot 43 and lot 44, District Lot 1028, Plan 4682 (the Lands) as shown on Schedule "B", which is attached to and forms part of this bylaw.
- b) The Mayor and the Corporate Officer of the District are authorized to execute the Housing Agreement.

READ A FIRST TIME THIS 1st DAY OF October, 2008

READ A SECOND TIME THIS 1st DAY OF October, 2008

READ A THIRD TIME THIS 1st DAY OF October, 2008

RECONSIDERED AND FINALLY ADOPTED THIS
15th DAY OF October 2008



Mayor



Corporate Officer

I hereby certify this to be a true and accurate copy of "District of Sechelt Sunshine Coast Village Housing Agreement Bylaw No. 475, 2008".

Corporate Officer

SCHEDULE A (to Housing Agreement Bylaw No. 475)

Housing Agreement

THIS AGREEMENT made the 22nd day of April, 2009.

BETWEEN:

DISTRICT OF SECHELT
2nd Floor, 5797 Cowrie Street
PO Box 129
Sechelt, BC
V0N 3A0
(hereinafter called "the District")

OF THE FIRST PART

AND:

HABITAT FOR HUMANITY SUNSHINE COAST
(Inc No S-48200)
4510 Sunshine Coast Highway
Sechelt, BC
V0N 3A1
(hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Land, as hereinafter defined;
- B. The Owner has applied to the District for a Zoning Bylaw Amendment for the construction of a fourteen (14) unit housing development on the Lands;
- C. The Owner and the District wish to enter into this agreement to secure provision of at least one (1) Affordable Housing Unit with restrictions regarding use, occupancy, resale prices and rents.
- D. The Owner and the District agree that the terms and conditions of this agreement will have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 905 of the *Local Government Act*;

7. Statutory declaration

Within ten days after receiving notice from the District, the Owner shall in respect of each unit, deliver, or cause to be delivered, to the District a statutory declaration, in a form determined by the District, sworn by the Owner, or the Owner's authorised signatories, containing all of the information required to complete the statutory declaration. The District may request such a statutory declaration in respect of a unit no more than one time in any calendar year.

8. Specific Performance

The Owner agrees that because of the public interest in ensuring that all of the matters described in this agreement are complied with, the public interest strongly favours the award of a prohibitory or mandatory injunction, or an order for specific performance or other specific relief, by the Supreme Court of British Columbia at the instance of the District, in the event of an actual or threatened breach of this agreement.

9. Governing Law

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

10. 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.

11. No Obligation to Enforce

The rights given to the District by this agreement are permissive only and nothing in this agreement imposes any legal duty of any kind on the District to any one, or obliges the District to enforce this agreement, to perform any act or to incur any expense in respect of this agreement

12. No Effect On Laws or Powers

This agreement does not:

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


OFFICER SIGNATURE(S)

EXECUTION DATE		
Y	M	D
09	04	15
09	03	10
09	04	22

PARTY(IES) SIGNATURE(S):

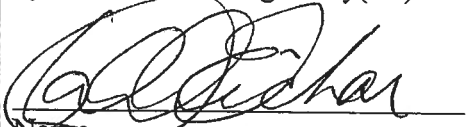
**HABITAT FOR HUMANITY
SUNSHINE COAST** by its
authorized signatories:



Name Charles P. Russe


Name LAIMA VAN TURNHOUT

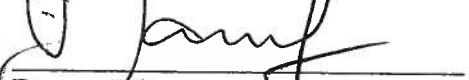
**SUNSHINE COAST CREDIT
UNION**

by its authorized signatory(ies):

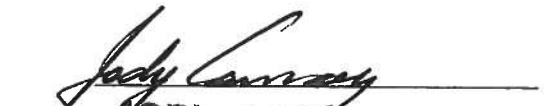

Name _____

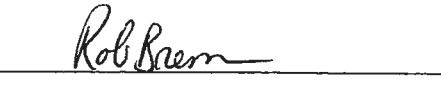

Name DAWN BEAIRE

DISTRICT OF SEHEL T
by its authorized signatories:


Darren Inkster, Mayor


Jo-Anne Frank, Corporate Officer


JODY R.H. CONROY
Notary Public
8890 Mermaid Street, P.O. Box 1188
Sechelt, B.C. V0N 3A0
Tel: 604-885-2122 Fax: 604-885-4101
2010 both signatures Rick Cooney
Box 799, Gibsons, BC V0N 1V0
**A COMMISSIONER FOR TAKING AFFIDAVITS
IN AND FOR THE PROVINCE OF BRITISH COLUMBIA**
AS TO BOTH SIGNATURES


Robert S. Bremner
A Commissioner for taking
Affidavits for British Columbia
P.O. Box 129
Sechelt, BC
V0N 3A0
Telephone (604) 885-1988
(AS TO BOTH SIGNATURES)