

DISTRICT OF SEHELTT

BYLAW NO. 493, 2010

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

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 the Sunshine Coast Lions Housing Society 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 the Sunshine Coast Lions Housing Society wish to enter into a housing agreement in order to secure up to one hundred and two (102) Affordable Housing Units.

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 Greenecourt Housing Agreement (CD-26), Bylaw No. 493, 2010".

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 Lot A, District Lot 303, Plan EPP588 (PID: 028-112-369) (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 7th DAY OF July, 2010

READ A SECOND TIME THIS 7th DAY OF July, 2010

READ A THIRD TIME THIS 7th DAY OF July, 2010

ADOPTED THIS 21st DAY OF July, 2010

Mayor

Corporate Officer

I hereby certify this to be a true and
Accurate copy of "District of Sechelt
Greenecourt Housing Agreement
(CD-26) Bylaw No. 493, 2010".

Corporate Officer

SCHEDULE A

Housing Agreement

THIS AGREEMENT made the _____ day of _____, 2010.

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:

SUNSHINE COAST LIONS HOUSING SOCIETY
(Societies Incorporation No. S7747)
Box 325
Sechelt, BC
V0N 3A0

AND:

PROVINCIAL RENTAL HOUSING CORPORATION
Suite 1701, 4555 Kingsway,
Burnaby, BC,
V5H 4V8

(both hereinafter called the "Owner")

OF THE SECOND PART

WHEREAS:

The Owner is the registered owner in fee simple of the Land, as hereinafter defined;

Zoning Bylaw No. 25-224 (CD-26) for the Land allows 30 residential units and a additional 72 units if a Housing Agreement is in place;

The Owner has applied to the District for a building permit for the construction of more than 30 units on the Lands;

The District has agreed to waive Development Cost Charges pursuant to the *Local Government Act* to support the development of not for profit rental housing on the Lands.

The Owner and the District wish to enter into this agreement to secure the provision of Affordable Housing on the Lands;

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*;

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

1. Use of Land and Construction of Affordable Housing Units

This agreement restricts development on the Land described in Item 2 of the *Land Title Act* Form C to which this agreement is attached, and any part into which that land is Subdivided.

2. Occupancy

All housing units on the Land shall be operated as non-profit, rental housing, to be occupied by seniors and adults with disabilities in need of affordable rental housing. Tenant selection shall be determined by the Owner.

3. Affordability

Rents for the housing units will be affordable to tenants in the second quintile of household incomes for British Columbia households, based on Statistics Canada "Survey of Labour Force and Income Dynamics" reports, as determined by BC Housing from time to time.

4. 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 *Local Government Act*, and this agreement shall be binding on all persons who acquire an interest in the Lands after registration of this notice.

5. Partial discharge, discharge and expiry

The restrictions of this Housing Agreement will stay in place as long as deemed necessary by the District.

6. 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 verify that the units are being used in accordance with Section 3. The District may request such a statutory declaration in respect to the Lands no more than one time in any calendar year.

7. 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.

8. Governing Law

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

9. 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.

10. 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

11. No Effect On Laws or 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 date or give rise to, nor do the parties intend this agreement to create, any implied obligations concerning such discretionary 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.

12. Priority

The Owner shall do everything necessary, at the Owner's expense, to ensure that this agreement shall be registered against title to the Land in priority to all liens, charges and encumbrances registered or pending registration against title to the Land, save and except those specifically approved in writing by the District or in favour of the District.

13. Waiver

An alleged waiver of any breach of this agreement is effective only if it is an express waiver in writing of the breach. A waiver of a breach of this agreement does not operate as a waiver of any other breach of this agreement.

14. Further Acts

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

15. 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.

16. Enurement

This agreement binds the parties to it and their respective successors, heirs, executors and administrators.

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	
<hr/>				The Sunshine Coast Lions Housing Society by its authorized signatories: _____ (Name) _____ (Name)
<hr/>				The Provincial Rental Housing Corporation by its authorized signatories _____ Name _____ Name
<hr/>				DISTRICT OF SECHELT by its authorized signatories: _____ Darren Inkster, Mayor _____ Jo-Anne Frank, Municipal Clerk

CONSENT AND PRIORITY AGREEMENT

WHEREAS The 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(hereinafter called the “Bank”) is the holder of a Mortgage registered in the New Westminster/Vancouver Land Title Office under No. (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): < BANK >
by its authorized signatories:

Print Name:
Solicitor

Name

Name

SCHEDULE B, THE LANDS

