

**LANGLEY LIONS SENIORS DISTRICT HOUSING
AGREEMENT BYLAW No. 3134, 2021**

BYLAW No. 3134

A Bylaw to enter into a housing agreement under section 483 of the *Local Government Act*.

WHEREAS Council may, by bylaw, authorize the City to enter into a housing agreement under section 483 of the *Local Government Act*;

NOW THEREFORE, the Council of the City of Langley, in open meeting assembled, enacts as follows:

1. This Bylaw may be cited for all purposes as “Langley Lions Seniors District Housing Agreement, 2021, Bylaw No. 3134”.
2. Council hereby authorizes the City of Langley to enter into a housing agreement pursuant to Section 483 of the *Local Government Act*, in the form attached as Schedule A to this Bylaw, in respect of the lands legally described as follows:

PID: 004-219-775

Lot 172, Except Part on Plan BCP31385, District Lot 36, Group 2, New Westminster District Plan 50923

3. The Mayor and Corporate Officer are authorized to execute the housing agreement in the form attached as Schedule A and the Corporate Officer is authorized to sign and file in the Land Title Office a notice of the signed housing agreement.

READ A FIRST, SECOND AND THIRD TIME this -- day of --, 2021.

FINALLY ADOPTED this -- day of --, 2021.

MAYOR

CORPORATE OFFICER

SCHEDULE "A"

**HOUSING AGREEMENT AND SECTION 219 COVENANT – BIRCH BUILDING
DEVELOPMENT**

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND SECTION 219 COVENANT – BIRCH BUILDING DEVELOPMENT

THIS AGREEMENT dated for reference _____, 2020

is BETWEEN:

LANGLEY LIONS HOUSING SOCIETY (Inc. No. S0009958), 5464 203rd Street, Langley, BC V3A 0A4 (the

“Owner”)

AND:

CITY OF LANGLEY, 20399 Douglas Crescent, Langley BC V3A 4B3 (the

“City”)

WHEREAS:

- A. The Owner is the registered owner of the lands identified in the *Land Title Act* Form C attached to and forming part of this Agreement (the **“Lands”**);
- B. Section 483 of the *Local Government Act* permits the City to enter into housing agreements for the provision of affordable and special needs housing, which may include conditions in respect to the form of tenure of housing units, availability of housing units to classes of persons, administration of housing units and rent which may be charged for housing units;
- C. In connection with the Owner’s application for an amendment to the City’s Zoning Bylaw, 1996, No. 2100 (the **“Zoning Bylaw”**) as it applies to the Land by way of Zoning Bylaw, 1996, No. 2100 Amendment No. 165, 2019, No. 3109 and in connection with the Owner’s application for a development permit for the Lands, the Owner and the City wish to enter into this housing agreement to provide for affordable rental dwellings on the Lands, which Agreement is to have effect as both a covenant under section 219 of the *Land Title Act* and a housing agreement under section 483 of the *Local Government Act*, and
- D. The City adopted Langley Lions Senior District Housing Agreement Bylaw, 2020, No. 3134, authorizing the City to enter into this Agreement.

THIS AGREEMENT IS EVIDENCE THAT, in consideration of \$10.00 and other good and valuable consideration (the receipt and sufficiency of which are acknowledged by both parties), and in consideration of the promises exchanged below, the Owner and the City covenant and agree,

pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act*, as follows:

ARTICLE 1 DEFINITIONS

- 1.1 **Definitions** - In this Agreement, in addition to words defined above or elsewhere in this Agreement, the following terms have the following meanings:
- (a) **“BC Housing”** means the British Columbia Housing Management Commission.
 - (b) **“Birch Building Replacement”** means the building identified on the Development Plans as the Birch Building Replacement, which is to include the Seniors-Oriented Units required to be constructed under this Agreement.
 - (c) **“CPI”** means the All-Items Consumer Price Index for the City of Langley published from time to time by Statistics Canada, or its successor in function.
 - (d) **“CHF”** means the housing program funded by the Government of British Columbia acting through its agent, BC Housing.
 - (e) **“Commencement Date”** means the day on which occupancy permit is issued for the Birch Building Replacement or the Owner registers its fee simple/or leasehold interest in the Development.
 - (f) **“Cumulative Gross Annual Household Income”** means the cumulative, gross income of each member of a Family that occupies a Residential Unit that is over 18 years of age;
 - (g) **“Director of Development Services”** means the individual appointed as the City’s Director of Development Services from time to time, and his or her designate.
 - (h) **“Development Plans”** means the plans attached as Schedule A.
 - (i) **“Deep Subsidy Income”** means the low income threshold established for the Deep Subsidy Units from time to time. Households in receipt of Income Assistance will be deemed as having a Deep Subsidy Income.
 - (j) **“Deep Subsidy Unit”** means a Residential Unit occupied by a Resident with a Deep Subsidy Income whose Rent is calculated on the Rent Scale.

- (k) **“Development”** means the housing development, to be constructed and operated by the Owner under CHF, situated at 5464 – 203 Street, and legally described as

PID: 004-219-775

Lot 172, Except: Part on Plan BCP21385

District Lot 36 Group 2 New Westminster District Plan 50923.

- (l) **“Eligible Tenant”** means a Senior or a Family having a cumulative annual household income that does not exceed the Maximum Income for the Residential Unit.

- (m) **“Family”** means:

- (i) a person;
- (ii) two or more persons related by blood, marriage or adoption; or
- (iii) a group of not more than six person who are not related by blood, marriage or adoption.

- (n) **“Lands”** means the land described in Item 2 of the *Land Title Act* Form C to which this Agreement is attached.

- (o) **“Low Income”** means Income at or below the Housing Income Limits (HILs) which represent the maximum income for eligibility for RGI Units. This maximum will be established by BC Housing from time to time.

- (p) **“Housing Income Limit Unit”** means a Residential Unit designated for low income housing where the maximum Cumulative Gross Annual Household Income are based on Housing Income Limits.

- (q) **“Housing Income Limits”** means the Housing Income Limits set for the City of Langley (HILs) published annually by the BC Housing, provided that:

- (i) the maximum annual income amounts set out above shall be adjusted annually on January 1 of each calendar year to reflect the applicable Housing Income Limits (“HILs”) published by BC Housing or its successor in function.
- (ii) In the event that BC Housing ceases to publish HILs but replaces HILs with a similar income limits or standards that are acceptable to the City for the purposes of this Agreement, such replacement limit or standards shall replace HILs for the purposes of this Agreement.
- (iii) In the event that BC Housing ceases to determine HILs and the HILs are not replaced by similar income limits or standards published by BC Housing that are acceptable to the City, then the cumulative annual income limits of Eligible Tenants shall be determined by

reference to the final HILs published by BC Housing and thereafter increased annually by an amount

equal to the increase, if any, in the CPI for the period of January 1 to December 31 of the previous calendar year,

and HILs for 2019 in respect of a one-bedroom unit was \$51,500.

- (r) **“Income Assistance”** means social assistance, social security or another form of payment that the provincial or federal government provides to people in need who do not have any other resources.
- (s) **“Low and Moderate Income Limits”** means a gross household income that does not exceed the median income for couples without children in B.C., as determined by BC Housing from time to time. For 2020, this figure is \$74,150.
- (t) **“Maximum Income”** means
 - (iv) the maximum annual income amount set out annually on January 1 of each calendar year to reflect the applicable Housing Income Limits (“HILs”) published by BC Housing or its successor in function.
 - (v) In the event that BC Housing ceases to publish HILs but replaces HILs with a similar income limits or standards that are acceptable to the City for the purposes of this Agreement, such replacement limit or standards shall replace HILs for the purposes of this Agreement.
 - (vi) In the event that BC Housing ceases to determine HILs and the HILs are not replaced by similar income limits or standards published by BC Housing that are acceptable to the City, then the cumulative annual income limits of Eligible Tenants shall be determined by reference to the final HILs published by BC Housing and thereafter increased annually by an amount equal to the increase, if any, in the CPI for the period of January 1 to December 31 of the previous calendar year.
- (u) **“Moderate Income Unit”** means a Residential Unit designated for Low and Moderate Income Limits per unit size as determined by BC Housing.
- (v) **“Non-Senior”** means an individual aged under 55 years.
- (w) **“Owner”** means the party described on page 1 of this Agreement as the Owner and any subsequent owner of the Lands or of any part into which the Lands are Subdivided, and includes any person who is registered owner in fee simple of a Residential Unit from time to time.
- (x) **“Rent”** means the amount a Resident is obliged to contribute monthly to the Owner for a Residential Unit.

- (y) **“Rent-Geared-to-Income (RGI) Unit”** means a Residential Unit occupied by a Resident with Low Income and whose Rent is calculated based on the Rent Scale.
- (z) **“Rent Scale”** means the rent scale attached as Schedule C as amended by BC Housing from time to time.
- (aa) **“Residency Agreement”** means an agreement, lease, license or other right of a Resident to occupy a Residential Unit.
- (bb) **“Resident”** means the person or persons legally entitled to reside in a Residential Unit pursuant to a Residency Agreement.
- (cc) **“Residential Unit”** means a self-contained residential dwelling within the Development operated under this Agreement.
- (dd) **“Senior”** means an individual aged 55 years or older.
- (ee) **“Seniors-Oriented Unit”** means a Residential Unit designated as a seniors oriented unit on the Development Plans.
- (ff) **“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 interests" or "shared interest in land" as defined in the British Columbia *Real Estate Development Marketing Act*, S.B.C. 2004, c.41.
- (gg) **“Tenant”** means a Family or Senior that occupies a Residential Unit.
- (hh) **“Zoning Bylaw”** mean the City’s Zoning Bylaw, 1996, No. 2100 as it applies to the Land by way of Zoning Bylaw, 1996, No. 2100, Amendment No. 165, 2019, No. 3109.

ARTICLE 2

OCCUPANCY, CONSTRUCTION, SUBDIVISION, TENURE AND USE RESTRICTIONS

2.1 **Construction and Designation** – The Owner will construct not less than 101 Residential Units on the Lands. Without limiting the foregoing:

- (a) The Lands shall not be built upon unless the building or buildings constructed contains at least 101 Residential Units, of which, during the term shall include approximately (but not less than) 30 Moderate Income Units, 51 Housing Income Limit Units, and 20 Deep Subsidy Units, substantially in accordance with the Development Plans. The foregoing designation may not be changed without the prior written approval of the City.

- (b) No building on the Lands may be occupied or used for any purpose until and unless Residential Units are constructed and designated in accordance with the requirements of this Agreement and the City has issued an occupancy permit for all of the Residential Units.
- (c) For clarity, if the building containing the Residential Unit is demolished or is otherwise replaced, this Agreement shall continue to apply to the Lands and the construction on the Lands shall be subject to the requirements of this Agreement.

- 2.2 **Use and Occupancy** – Each Residential Unit may only be used as a permanent residence occupied by one Eligible Tenant in accordance with the Occupancy Standards. Without limiting the foregoing and for clarity, a Residential Unit may not be occupied by the Owner, the Owner's family members (unless the Owner's family members qualify as Eligible Tenants), or any tenant or guest of the Owner, other than an Eligible Tenant. For the purposes of this section, "permanent residence" means that the place where the person lives and to which, whenever absent, the person intends to return.
- 2.3 **Rental Tenure** – The Owner shall ensure that the building constructed contains at least 81 Senior Oriented Units, which may only be occupied by a Senior who rents the applicable Residential Unit pursuant to the Residency Agreement with the Owner or operator of the Residential Unit.
- 2.4 **Further City Inquires** – The Owner hereby irrevocably authorizes the City to make such inquires as it considers necessary in order to confirm that the Owner is complying with this Agreement.
- 2.5 **No Subdivision** – The Lands shall not be subdivided, nor shall any building on the Lands be subdivided, by any means whatsoever, including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia), except that the portion of the Lands upon which the Birch Building Replacement is to be constructed may be subdivided from the balance of the Lands by deposit of a subdivision plan under the *Land Title Act* and following such subdivision, this section will not apply to the parcel containing the Birch Building Replacement.
- 2.6 **Occupancy Declaration** - Within 30 days after receiving notice from the City, the Owner must, in respect of all Residential Units on the Lands or those specified in the City's notice, provide to the City a statutory declaration, substantially in the form attached as Schedule B, certified by the Owner or, if the Owner is a corporation, a senior officer of the Owner, containing all of the information required to complete the statutory declaration.

ARTICLE 3 OCCUPANCY AND MANAGEMENT OF RESIDENTIAL UNIT

- 3.1 **Occupancy Terms and Conditions** – The occupancy of each Residential Unit shall comply at all times with all of the following terms and conditions:

- (a) **Eligible Tenant** – The Residential Unit shall only be occupied by and rented to an Eligible Tenant.
- (b) **Residency Agreement** – The Residential Unit will be used or occupied only pursuant to a Residency Agreement.
- (c) **Residency Agreement Term** – The Residential Unit will be rented on a month to month basis or for a fixed term of no longer than 1 year.
- (d) **Deep Subsidy Unit Rent** – The monthly rent charged for the Deep Subsidy Units will be determined on an RGI basis using the Rent Scale.
- (e) **Moderate Income Unit Rent** – The monthly rent charged for the Moderate Income Units will be based on average rents for the area as determined by the Canada Mortgage and Housing Corporation from time to time.
- (f) **Housing Income Limit Unit Rent** – The monthly rent charged for the Housing Income Limit Units will be determined on an RGI basis with tenants paying 30% of the Cumulative Gross Annual Household Income if their Cumulative Gross Annual Household Income are at or below HILs.
- (g) **Residency Agreement Requirements** – Every Residency Agreement respecting a Residential Unit shall comply with the following requirements:
 - (i) The Residency Agreement shall include a clause requiring the Tenant and each permitted occupant to comply with this Agreement.
 - (ii) The Residency Agreement shall include a clause entitling the Owner to terminate the Residency Agreement if any of the following occur (each of which constitutes a “Tenancy Default”):
 - A. the Residential Unit is occupied by more than the number of people the City's building inspector determines can reside in the Residential Unit given the number and size of bedrooms in the Residential Unit and in light of any applicable City bylaw requirements;
 - B. or
 - C. The Tenant subleases the Residential Unit or assigns the Residency Agreement in whole or in part, without the Owner's consent.
 - (iii) The Residency Agreement will identify all occupants of the Residential Unit and will stipulate that anyone not identified in the Residency Agreement will be prohibited from residing in the Residential Unit.

3.2 **Subleasing and Assignment** – The Owner will not consent to the assignment of a Residency Agreement or the subletting of a Residential Unit, except if the assignment or subletting is to an Eligible Tenant and, in the case of an assignment, the assignee does not pay any amount to the assignor in consideration of such assignment or in the case of a sublease, the subtenant does not pay monthly rent to the Tenant that exceeds the Permitted Rent applicable to the Residential Unit.

3.3 **Delivery of Residency Agreements** - The Owner will within a reasonable period of time deliver a certified true copy of every Residency Agreement (or for Residential Units specified by the City) to the City upon demand from time to time.

3.4 **Residency Agreements** -

- (a) The intent of the following provisions will be included in the Residency Agreement between the Owner and each Resident:
 - (i) The Resident consents to the Owner verifying personal information where required, as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), which consent is required by that Act to enable the Owner to carry out its audit function.
 - (ii) The Resident agrees to provide such information as is required by the Owner for calculation of the Rent and for auditing purposes.
 - (iii) The resident consents to all such information being provided to the City.

3.5 **Management**

- (a) The Owner will at all times administer, manage and operate the Residential Units in accordance with all of the requirements of this Agreement and the Owner's obligations under this Agreement.
- (b) The owner will furnish good and efficient management of the Assisted Living Units and will permit representatives of the City to inspect the Residential Units at any reasonable times upon reasonable notice, subject to the notice provisions in the *Residential Tenancy Act*.
- (c) The Owner will maintain the Residential Units in a good state of repair and fit for habitation and will comply with all laws, including health and safety standards applicable to the Lands.

ARTICLE 4 DEFAULT AND REMEDIES

- 4.1 **Notice of Default** – If the Owner is in default of this Agreement, the City may give to the Owner written notice to the Owner requiring that the Owner cures the default within thirty (30) days of receiving such notice, or such longer period as the Owner reasonably requires if the default cannot be cured within 30 days if the Owner is acting diligently. The notice must specify the nature of the default. The Owner must act diligently to correct the default within the time specified in the notice.
- 4.2 **Damages** – The Owner acknowledges that the City requires Residential Units for housing Eligible Tenants, and that the City does so for the benefit of the community. For each day a Residential Unit is occupied in breach of this Agreement, the Owner must pay the City as liquidated damages (\$50.00) Fifty Dollars for each day on which the breach continues and not as a penalty, due and payable at the offices of the City on the last day of the calendar month in which the breach occurred, unless the Owner is, to the satisfaction of the City, acting diligently to correct the breach within a reasonable period of time. The Owner agrees that payment may be enforced by the City in a court of competent jurisdiction as a contract debt.
- 4.3 **Rent Charge** – The Owner agrees that in addition to any other remedies available under this Agreement or at law or in equity, if a Residential Unit is used or occupied in breach of this Agreement, or rented by the Owner for an amount in excess of the rent permitted under this Agreement, the Owner in breach will pay to the City as liquidated damages (\$50.00) Fifty Dollars for each day on which the breach continues after thirty (30) days written notice from the City to cure such breach. The Owner agree to grant to the City a Rent charge, pursuant to section 219(6)(b) of the *Land Title Act*, against the Lands to secure payment to the Owner referred to in this paragraph arising from a breach of this Agreement.
- The City agrees that enforcement of the rent charge granted by this section is suspended until the date that is 30 days after the date on which any amount due under section 4.2 is due and payable to the City in accordance with section 4.2. The City may enforce the rent charge granted by this section by an action for an order for sale or by proceedings for the appointment of a receiver.
- 4.4 **Specific Relief** – The Owner agrees that, without affecting any other rights or remedies the City may have in respect of any breach of this Agreement that continues beyond the cure period, the City 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 that continues beyond the cure period. The Owner agrees that this is reasonable given the public interest in ensuring the provision of Residential Units to be occupied by Eligible Tenants and restricting occupancy of the Lands in accordance with this Agreement.
- 4.5 **No Penalty or Forfeiture** – The Owner acknowledges and agrees that it is entering into this Agreement to benefit the public interest in providing Residential Units for Eligible Tenants, and that the City's rights and remedies under this Agreement are necessary to ensure that this purpose is carried out, and the

City's rights and remedies under this agreement are fair and reasonable and ought not to be construed as a penalty or forfeiture.

ARTICLE 5 MISCELLANEOUS

- 5.1 **Municipal Permits** – The Owner agrees that the City may withhold building permits and occupancy permits with respect to any building or other structure from time to time constructed or proposed to be constructed on the Land, as the City may, in its sole discretion, consider necessary to ensure compliance with this Agreement.
- 5.2 **Indemnity** – As an integral part of this Agreement, pursuant to section 219(6)(a) of the *Land Title Act*, the Owner hereby indemnifies the City from and against any and all liability, actions, causes of action, claims, suits, proceedings, judgements, damages, expenses (including the full amount of legal fees and disbursements), demands and losses at any time suffered or incurred by, or brought against, the City, or any of its elected or appointed officials, officers, employees or agents, arising from or in connection with the granting or existence of this Agreement, the performance of any of the Owner's obligations under this Agreement, any breach of any provision under this Agreement or the enforcement by the City of this Agreement.
- 5.3 **Specific Relief** – The Owner agrees that the public interest in ensuring that all of the provisions of this Agreement are complied with 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 City, in the event of an actual or threatened breach of this Agreement.
- 5.4 **No Effect on Powers** – Nothing in this Agreement shall:
- (a) affect or limit the discretion, rights or powers of the City or the City's Approving Officer under any enactment or at common law, including in relation to the use, development or subdivision of the Land;
 - (b) affect or limit any enactment relating to the use, development or subdivision of the Land; or
 - (c) relieve the Owner from complying with any enactment, including in relation to the use, development or subdivision of the Lands.
- 5.5 **City Discretion** – Where the City or a representative of the City is required or permitted under this Agreement to form an opinion, exercise a discretion, express satisfaction, make a determination or give its consent:
- (a) the relevant provision shall not be considered fulfilled unless the approval, opinion, determination, consent or expression of satisfaction is in writing signed by the City or the representative, as the case may be;

- (b) the approval, opinion, determination, consent or satisfaction is in the sole discretion of the City or the representative, as the case may be; and
 - (c) the City or the representative, as the case may be, is under no public law duty of fairness or natural justice in that regard and the City or the representative may do any of those things in the same manner as if it were a private person and not a public body or employee or officer thereof.
- 5.6 **No Obligation to Enforce** – The rights given to the City under this Agreement are permissive only and nothing in this Agreement shall give rise to any legal duty of any kind on the City to anyone or obligate the City to enforce this Agreement or to perform any act or incur any expense.
- 5.7 **Agreement Runs with Lands** – This Agreement shall burden and run with, and bind the successors in title to, the Lands and each and every part into which the Lands may be subdivided by any means (including by deposit of a strata plan of any kind under the *Strata Property Act* (British Columbia)).
- 5.8 **Waiver** – No waiver by the City of any requirement or breach of this Agreement shall be effective unless it is an express waiver in writing that specifically references the requirement or breach and no such waiver shall operate as a waiver of any other requirement or breach or any continuing breach of this Agreement.
- 5.9 **Remedies** - No reference to or exercise of any specific right or remedy by the City shall prejudice or preclude the City from exercising any other right or remedy, whether allowed at law or in equity or expressly provided for in this Agreement, and no such right or remedy is exclusive or dependent upon any other such remedy and the City may from time to time exercise any one or more of such remedies independently or in combination.
- 5.10 **Priority** – The Owner shall cause this Agreement to be registered in the applicable land title office against title to the Lands with priority over all financial liens, charges and encumbrances, and any leases and options to purchase, registered or pending registration at the time of application for registration of this Agreement, including by causing the holder of each such lien, charge, encumbrance, lease or option to purchase to execute an instrument in a form required by the City under which such holder postpones all of the holder's rights to those of the City under this Agreement in the same manner and to the same extent as if such lien, charge, encumbrance, lease or option to purchase had been registered immediately after the registration of this Agreement.
- 5.11 **Modification** – This Agreement may not be modified except by an agreement or instrument in writing signed by the Owner or its successor in title and the City or a successor or assignee.

5.12 **Further Assurances** – The Owner shall do and cause to be done all things, including by executing further documents, as may be necessary to give effect to the intent of this Agreement.

5.13 **Owner’s Expense** – The Owner shall perform its obligations under this Agreement at its own expense and without compensation from the City.

5.14 **Severance** – If any part of this Agreement is for any reason held to be invalid by a decision of a court with the jurisdiction to do so, the invalid portion is to be considered severed from the rest of this Agreement and the decision that it is invalid shall not affect the validity or enforceability of the remainder of this Agreement.

5.15 **Schedules** – The following Schedules are attached to and form an integral part of this Agreement:

- Schedule A – Development Plans
- Schedule B – Owner Declaration
- Schedule C – Rent Scale

5.16 **Interpretation** - In this Agreement:

- (a) reference to the singular includes a reference to the plural, and vice versa, unless the context requires otherwise;
- (b) article and section headings have been inserted for ease of reference only and are not to be used in interpreting this agreement;
- (c) the term “enactment” has the meaning given to it under the *Interpretation Act* (British Columbia) on the reference date of this Agreement;
- (d) reference to any enactment includes any regulations, orders or directives made under the authority of that enactment;
- (e) reference to any enactment is a reference to that enactment as consolidated, revised, amended, re-enacted or replaced from time to time, unless otherwise expressly provided;
- (f) reference to a particular numbered section, or to a particular lettered schedule, is, unless otherwise expressly provided, a reference to the correspondingly numbered section or lettered schedule of this Agreement;
- (g) all Schedules to this Agreement form an integral part of this Agreement;
- (h) time is of the essence; and

- (i) where the word "including" is followed by a list, the contents of the list are not intended to limit or otherwise affect the generality of the expression preceding the word "including".

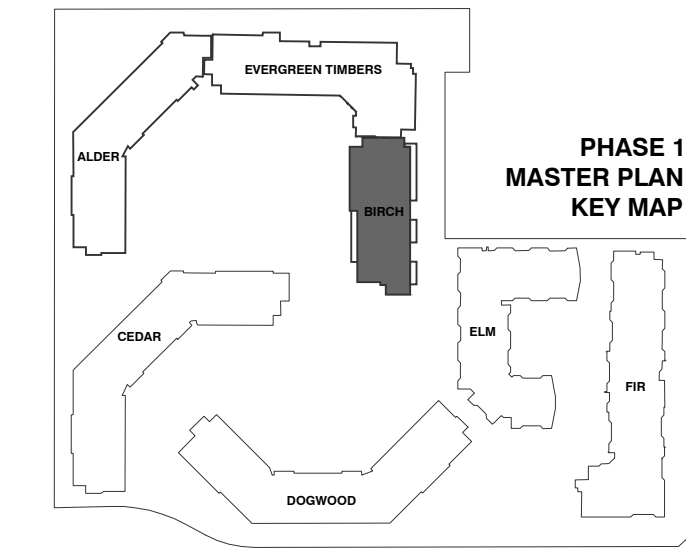
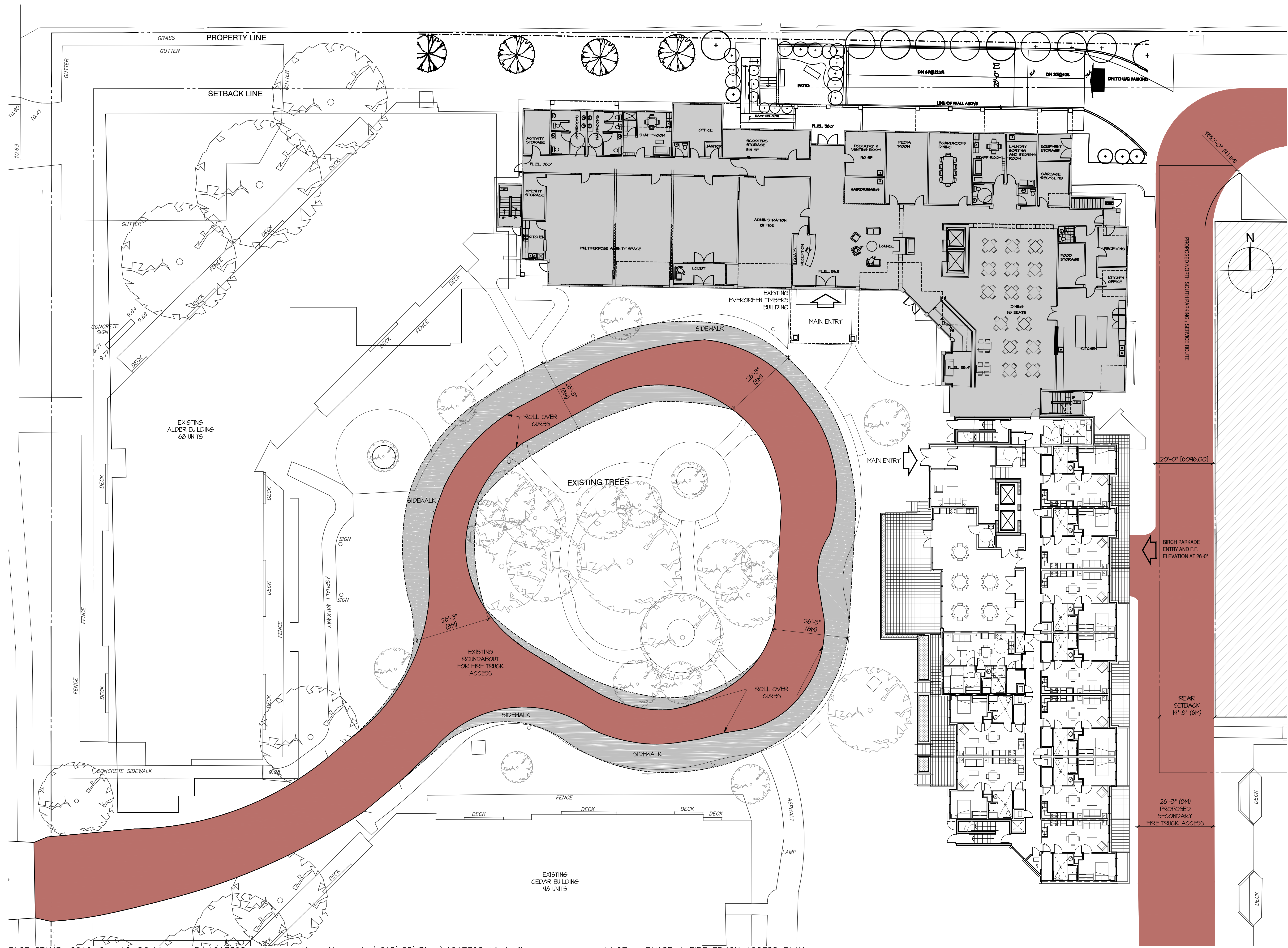
- 5.17 **Governing Law** – This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
- 5.18 **Enurement** – This Agreement hereof shall enure to the benefit of the parties and their respective successors and assigns, as the case may be.
- 5.19 **Entire Agreement** – This Agreement is the entire agreement between the parties regarding its subject.
- 5.20 **Execution in Counterparts & Electronic Delivery** - This Agreement may be executed in any number of counterparts and delivered by e-mail, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument, provided that any party delivering this Agreement by e-mail shall also deliver to the other party an originally executed copy of this Agreement.

As evidence of their agreement to be bound by this Agreement, the parties have executed the General Instrument – Part 1 (*Land Title Act* Form C) attached to and forming part of this Agreement.

SCHEDULE A

[attach development plans]

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**PHASE 1A
FIRE TRUCK ACCESS**

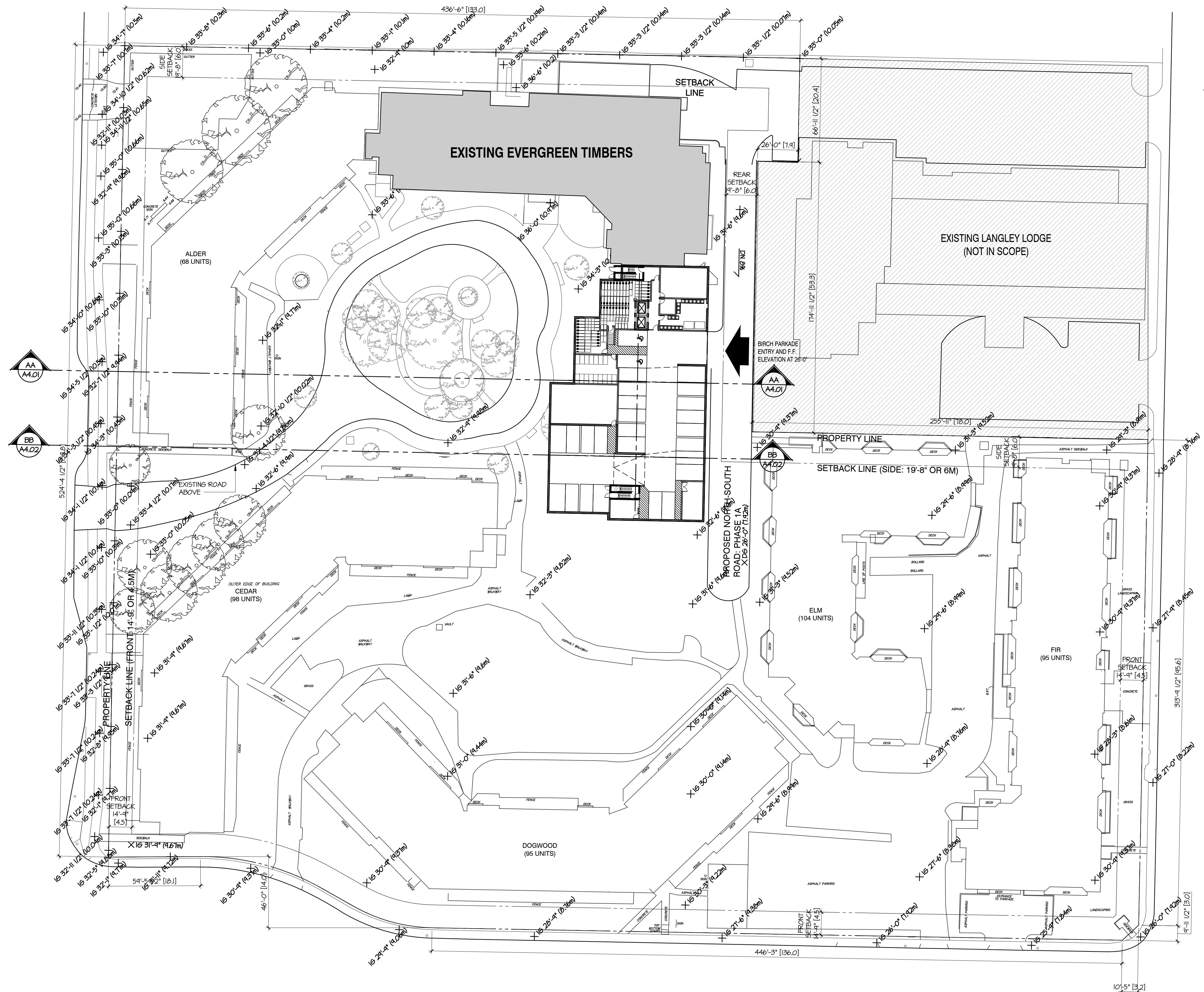
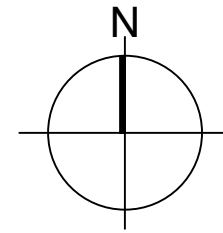
REZONING

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Written dimensions shall have precedence over scaled dimensions. Contractors shall verify and be responsible for all dimensions and conditions on the job and dys architecture shall be informed of any variations from the dimensions and conditions shown on the drawings. Shop drawings shall be submitted to dys architecture for review before proceeding with fabrication.

PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/16" = 1'-0"
DATE OCT 10, 2019



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**PHASE 1A BIRCH
PARKING PLAN**

REZONING

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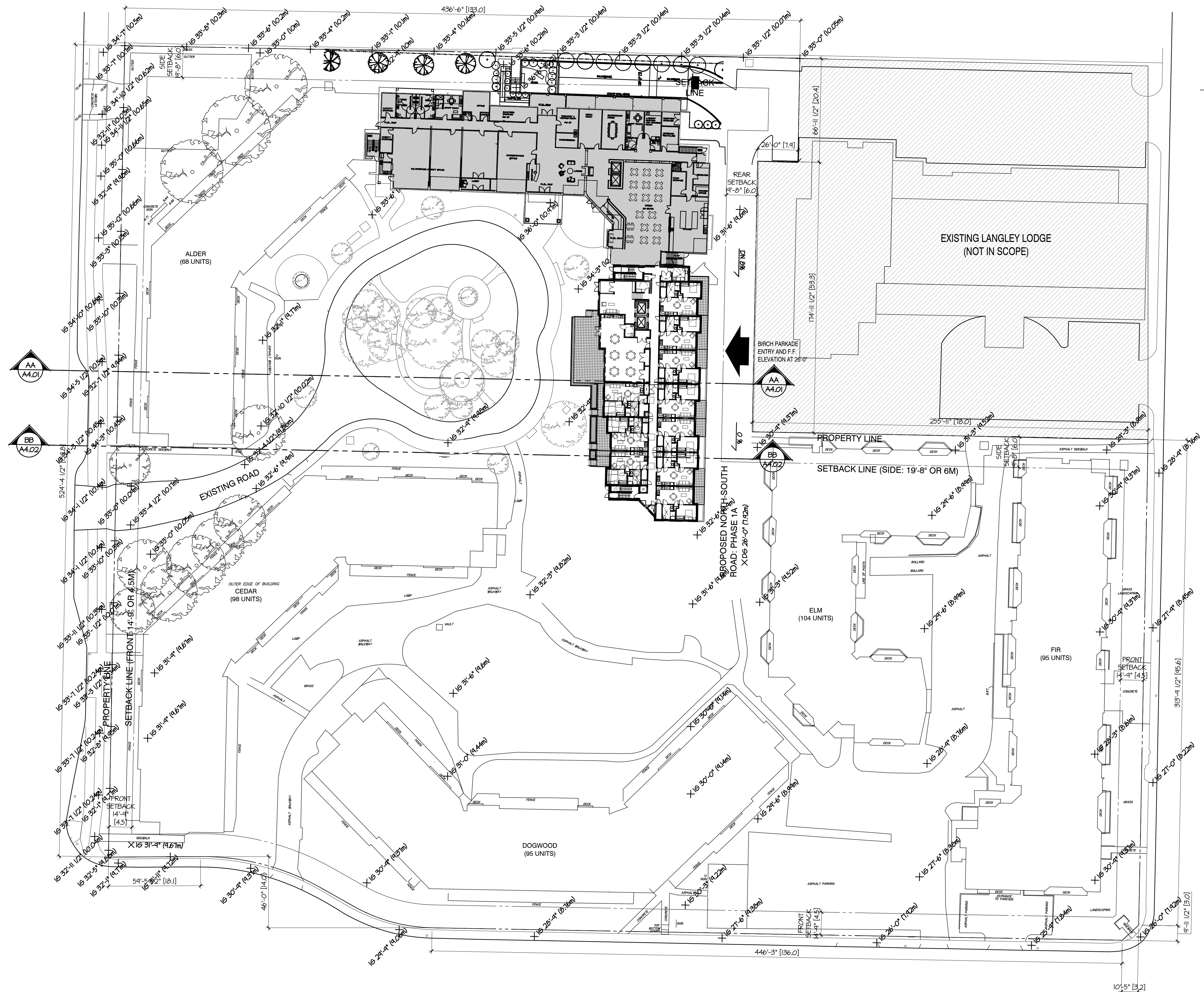
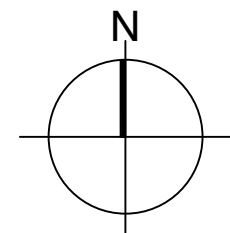
PROJECT A217398

DRAWN NM CHECKED DJ

SCALE 1/32" = 1'-0"
DATE OCT 10, 2019

A1.08

CLIENT



PROJECT

LANGLEY LIONS
MASTER PLAN
LANGLEY BC

PHASE 1A BIRCH
GROUND FLOOR PLAN

REZONING

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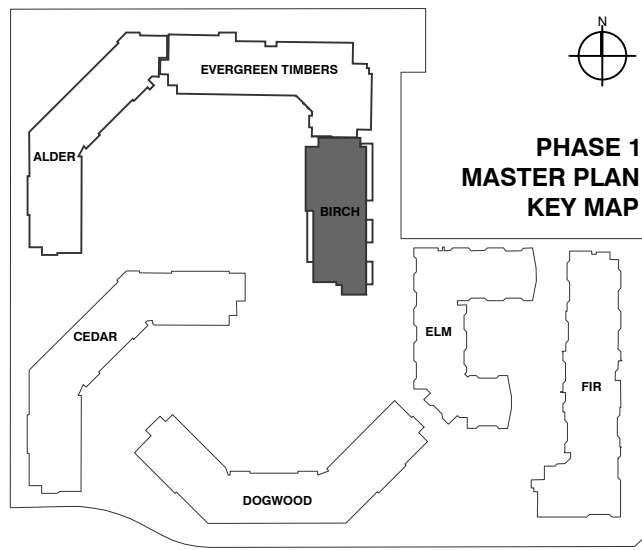
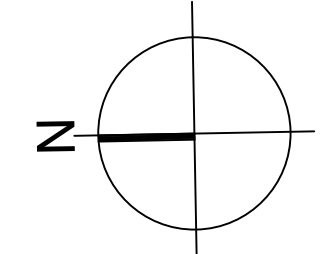
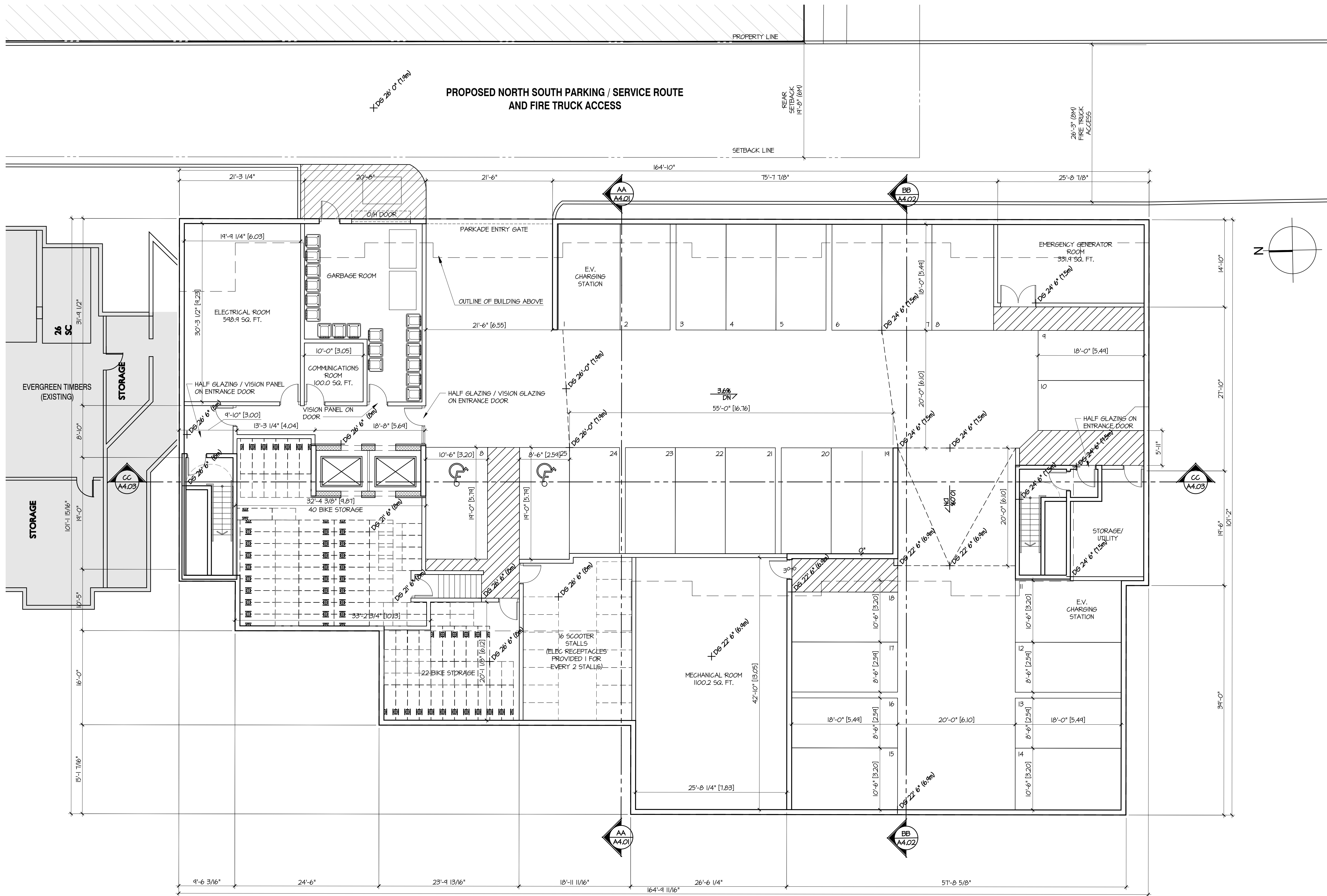
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PROJECT A217398

DRAWN NM CHECKED DJ

SCALE 1/32" = 1'-0"
DATE OCT 10, 2019

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
PARKING PLAN**

REZONING

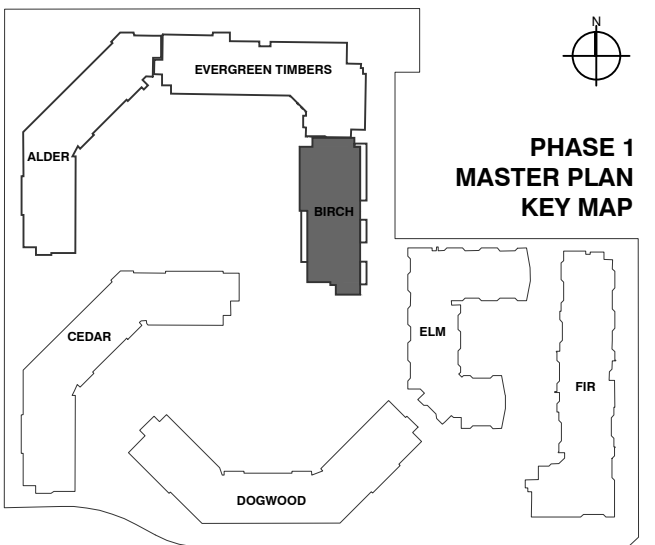
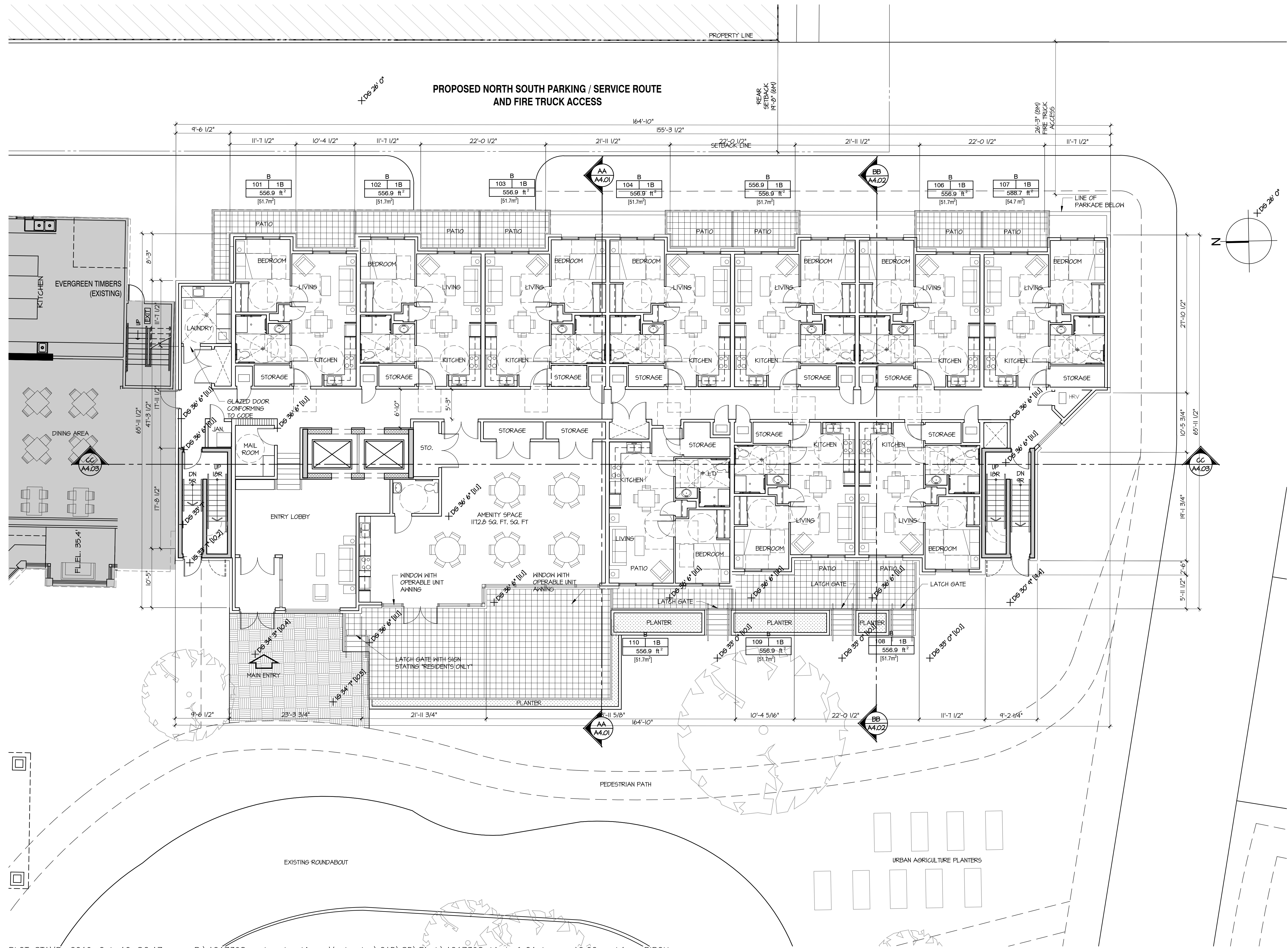
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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/8" = 1'-0"
DATE OCT 10, 2019

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
LEVEL 01 PLAN**

REZONING

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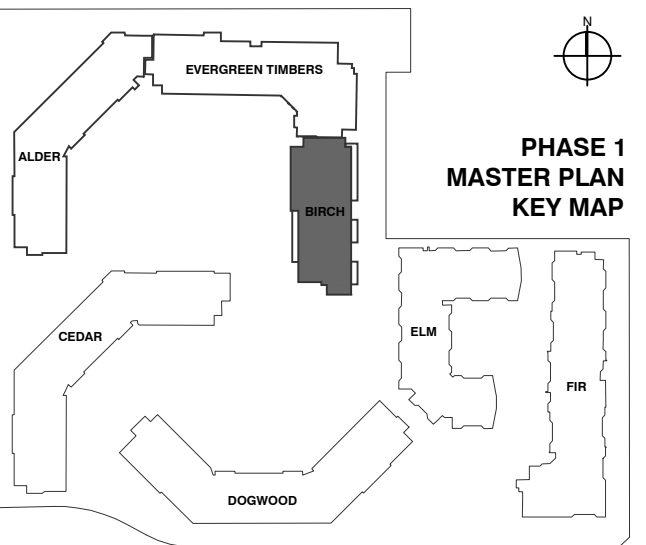
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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/8" = 1'-0"
DATE OCT 10, 2019

A2.02

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
LEVEL 02-08 (TYPICAL)**

REZONING

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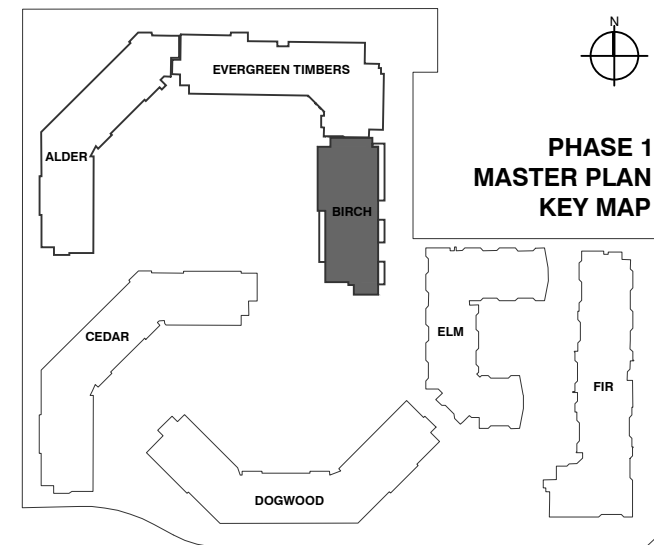
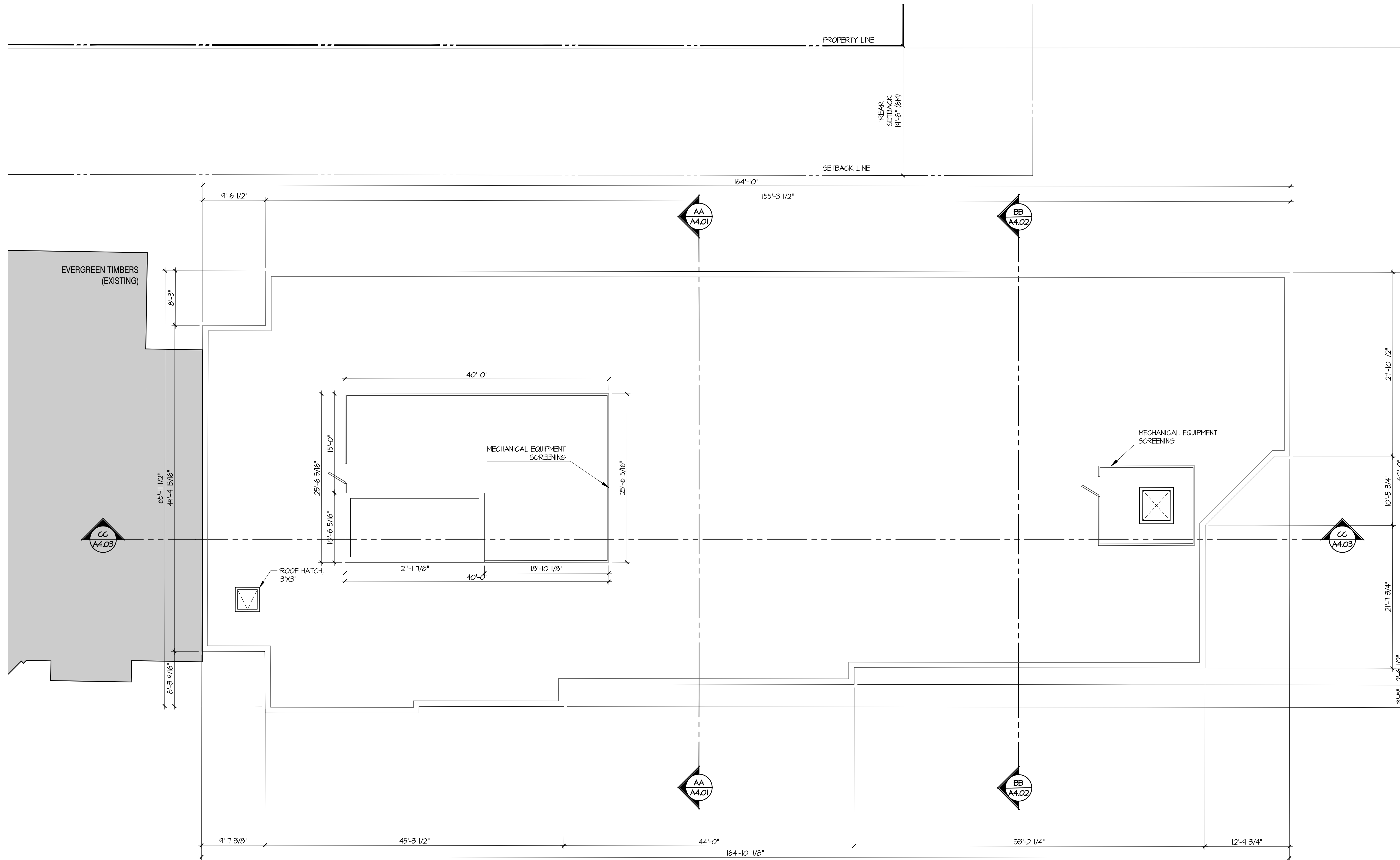
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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/8" = 1'-0"
DATE OCT 10, 2019

A2.03

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
ROOF PLAN**

REZONING

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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/8" = 1'-0"
DATE OCT 10, 2019

A2.04

CLIENT



MATERIAL / FINISH LEGEND:

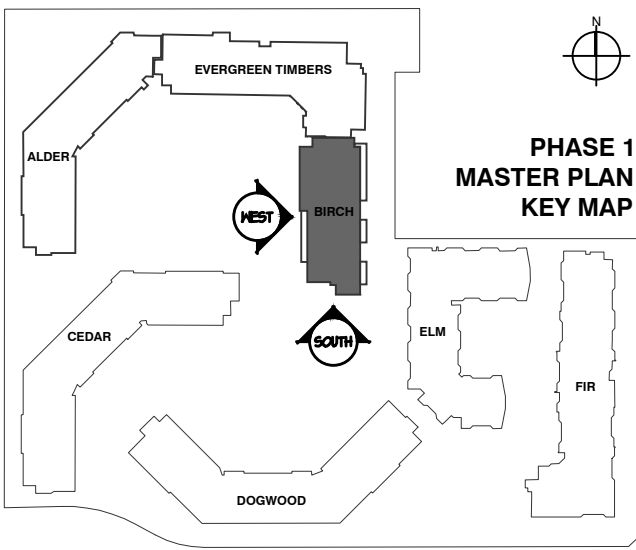
- 1 FIBRE-CEMENT PANEL - GREY
- 2 FIBRE CEMENT BATTEN - YELLOW
- 3 FIBRE-CEMENT PANEL SYSTEM WITH BATTEN - YELLOW
- 4 ALUMINIUM FRAME, DOUBLE GLAZED STOREFRONT WINDOWS / DOORS AT MAIN ENTRY - FINISHED ALUMINIUM
- 5 FIBRE-CEMENT PANEL - WHITE
- 6 VINYL FRAME, DOUBLE GLAZED WINDOWS / DOORS - WHITE
- 7 GLASS PRIVACY SCREEN / PARTITION (OPAQUE) WITH ALUMINIUM FRAME (WHITE)
- 8 METAL FASCIA - GREY
- 9 ALUMINIUM FRAME, DOUBLE GLAZED STOREFRONT WINDOWS / DOORS AT AMENITY PATIO - FINISHED ALUMINIUM
- 10 METAL SIDING - CHARCOAL
- 11 FIBRE-CEMENT PLANK / LAP SIDING 6" - GREY
- 12 GLASS GUARDRAIL (TRANSLUCENT / DIFFUSED GLAZING) WITH ALUMINIUM POSTS, CAP, AND RAIL (CLEAR ANODIZED) - POSTS, CAP, AND RAILS PAINTED WHITE
- 13 VINYL FRAME, DOUBLE GLAZED WINDOWS/DOORS - WHITE
- 14 METAL FRAME - YELLOW



**SOUTH ELEVATION
BIRCH BUILDING**



**WEST ELEVATION
BIRCH BUILDING**



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
SOUTH AND WEST
ELEVATIONS
REZONING**

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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/16" = 1'-0"
DATE OCT 10, 2019

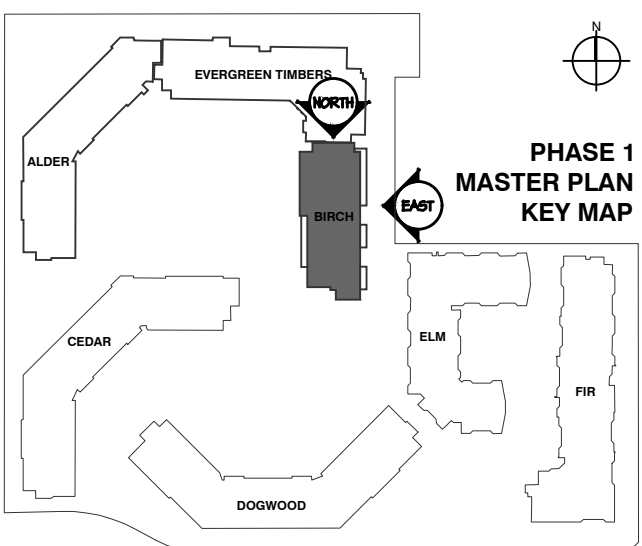
A3.01

CLIENT



MATERIAL / FINISH LEGEND:

- 1 FIBRE-CEMENT PANEL - GREY
- 2 FIBRE CEMENT BATTEN - YELLOW
- 3 FIBRE-CEMENT PANEL SYSTEM WITH BATTEN - YELLOW
- 4 ALUMINIUM FRAME, DOUBLE GLAZED STOREFRONT WINDOWS / DOORS AT MAIN ENTRY - FINISHED ALUMINIUM
- 5 FIBRE-CEMENT PANEL - WHITE
- 6 VINYL FRAME, DOUBLE GLAZED WINDOWS / DOORS - WHITE
- 7 GLASS PRIVACY SCREEN / PARTITION (OPAQUE) WITH ALUMINIUM FRAME (WHITE)
- 8 METAL FASCIA - GREY
- 9 ALUMINIUM FRAME, DOUBLE GLAZED STOREFRONT WINDOWS / DOORS AT AMENITY PATIO - FINISHED ALUMINIUM
- 10 METAL SIDING - CHARCOAL
- 11 FIBRE-CEMENT PLANK / LAP SIDING 6" - GREY
- 12 GLASS GUARDRAIL (TRANSLUCENT / DIFFUSED GLAZING) WITH ALUMINIUM POSTS, CAP, AND RAIL (CLEAR ANODIZED) - POSTS, CAP, AND RAILS PAINTED WHITE
- 13 VINYL FRAME, DOUBLE GLAZED WINDOWS/DOORS - WHITE
- 14 METAL FRAME - YELLOW



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**BIRCH REPLACEMENT
NORTH AND EAST
ELEVATIONS
REZONING**

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PROJECT A217398
DRAWN NM CHECKED DJ

SCALE 1/16" = 1'-0"
DATE OCT 10, 2019

A3.02



**NORTH ELEVATION
BIRCH BUILDING**



**EAST ELEVATION
BIRCH BUILDING**

CLIENT



LOOKING SOUTHEAST



LOOKING EAST



LOOKING NORTHEAST



LOOKING SOUTHWEST

PROJECT

**LANGLEY LIONS
 MASTER PLAN**
 LANGLEY BC

**BIRCH REPLACEMENT
 PERSPECTIVES
 REZONING**

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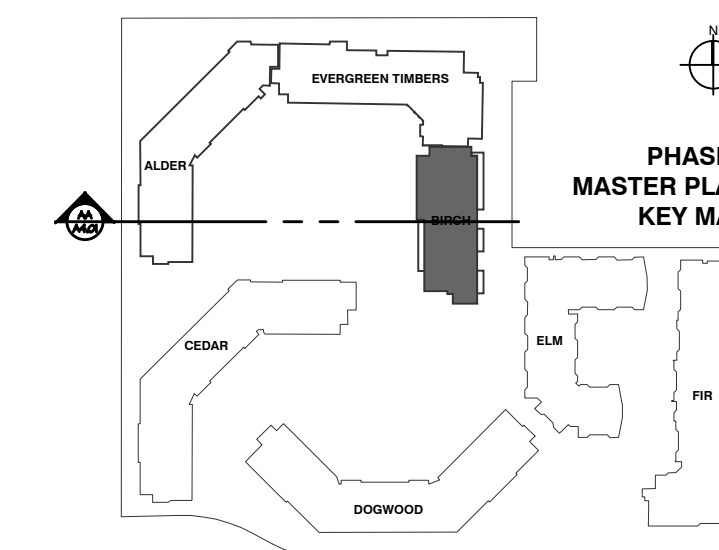
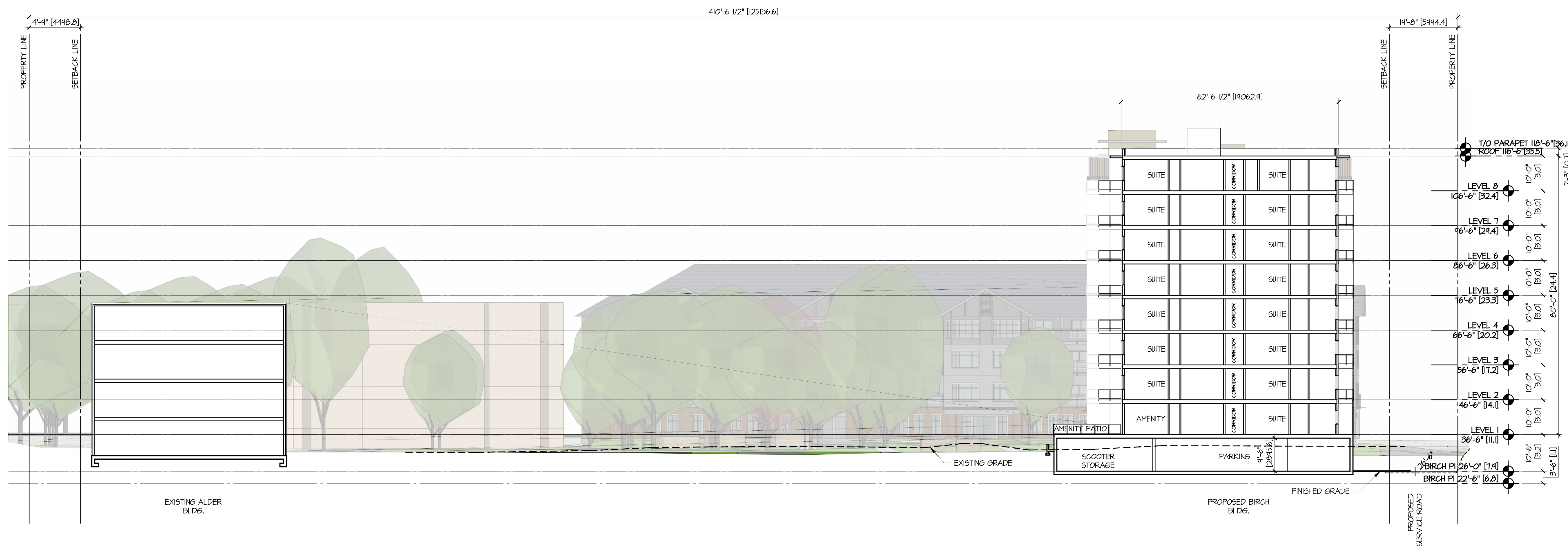
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PROJECT A217398
 DRAWN NM CHECKED DJ

SCALE N.A.
 DATE OCT 10, 2019

A3.03

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**SITE SECTION AA
REZONING**

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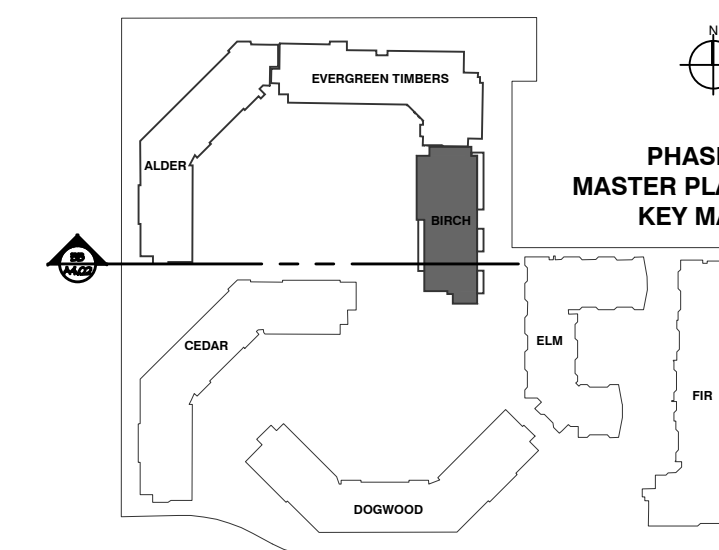
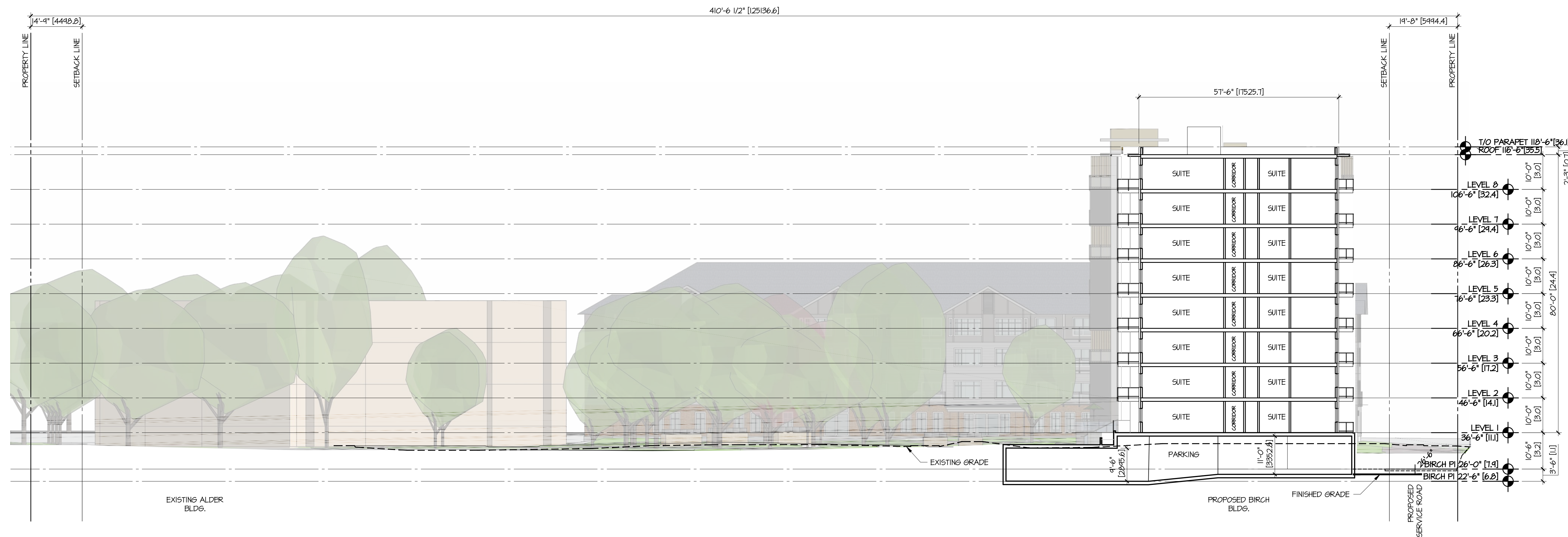
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PROJECT A217398
DRAWN JS CHECKED DJ

SCALE 1/16" = 1'-0"
DATE OCT 10, 2019

A4.01

CLIENT



PROJECT

**LANGLEY LIONS
MASTER PLAN**
LANGLEY BC

**SITE SECTION BB
REZONING**

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DRAWN JS CHECKED DJ

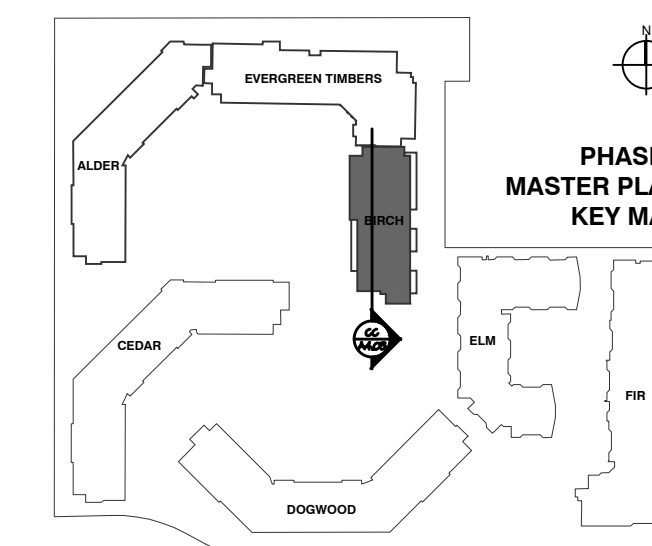
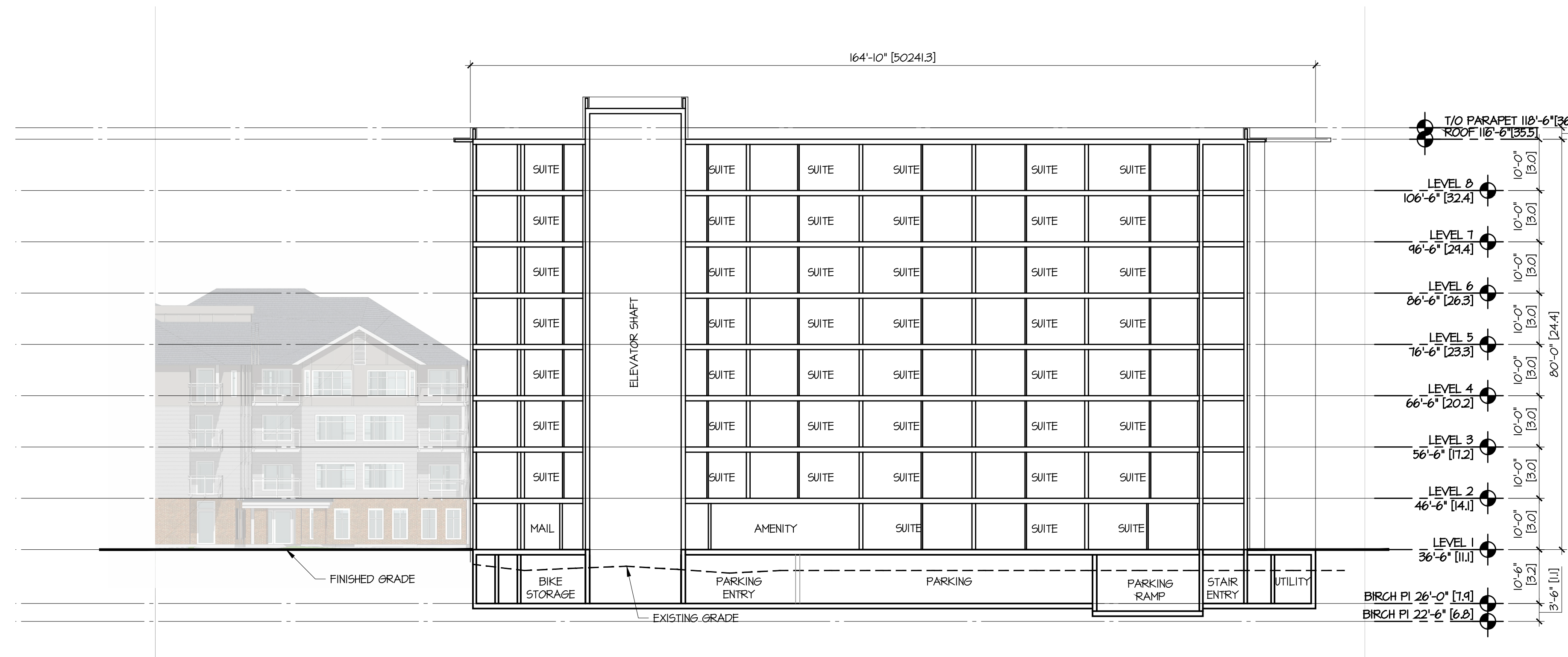
SCALE 1/16" = 1'-0"
DATE OCT 10, 2019

A4.02

CLIENT



SECTION CC - BIRCH



PROJECT

**LANGLEY LIONS
 MASTER PLAN**
 LANGLEY BC

**SECTION CC - BIRCH
 REZONING**

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 DRAWN JS CHECKED DJ

SCALE 1/16" = 1'-0"
 DATE OCT 10, 2019

A4.03

SCHEDULE B

OWNER'S CERTIFICATE

I, _____ of _____, British Columbia, certify that:

1. I am the owner (the "Owner") or authorized signatory of the Owner of the seniors housing units located at _____ (the "Residential Units"), and make this certificate to the best of my personal knowledge.
2. This certificate is made pursuant to the Housing Agreement in respect of the Residential Unit.
3. For the period from _____ to _____, the Residential Unit was occupied only (*by individuals 55 years old or older, having the names and ages below*) OR (*by the Eligible Tenants (as defined in the Housing Agreement) whose Cumulative Gross Annual Household Income, names and current addresses and whose employer's names and current addresses appear below*):

[Names and ages of occupants]

4. The rent charged each month for the Affordable Housing Unit is as follows:
 - (a) the monthly rent on the date 365 days before this date of this certificate:
\$ _____ per month;
 - (b) the rent on the date of this certificate: \$ _____; and
 - (c) the proposed or actual rent that will be payable on the date that is 90 days after the date of this certificate: \$ _____.

5. I acknowledge and agree to comply with the Owner's obligations under the Housing Agreement and confirm that the Owner has complied with the Owner's obligations under the Housing Agreement.
6. I make this certificate, conscientiously believing it to be true and knowing that the City of Langley will be relying upon the statements made herein.

[Owner]

Signature

Signature

SCHEDULE C

[attach Rent Scale]

SCHEDULE C – RENT SCALE

A. RESIDENT INCOME

1. The Resident's Rent will not exceed a set percentage¹, as determined from time to time by BC Housing, of the Resident's Income, and the following will apply:
 - a. gross income is always used and will be based on either:
 - i. a review of the previous year's income tax return, plus a declaration of non-taxable income amounts; or
 - ii. an assessment of current income and assets.
 - b. a minimum Rent is applied based on applicable household size and age of the Resident; and
 - c. the Rent of a Resident in receipt of Income Assistance will be fixed at an amount as set out in *Schedule C, Part E*.

B. EXEMPTIONS FROM INCOME

1. The following are exempt from inclusion in Income:
 - a. Excluded Government Payments:
 - i. a payment, refund, or credit from the provincial or federal government, including income tax refund, Canada Child Benefit, or Child Care Subsidy received for dependent children;
 - ii. a child benefit received from the Canada Pension Plan (CPP);
 - iii. a survivor's death benefit received from Canada Pension Plan (one-time payment only);
 - iv. Income from foster parenting;
 - v. payments under the Child in Home of Relative and Extended Family Program;
 - vi. a special allowance for resettlement assistance; and
 - vii. payments received from the Shelter Aid For Elderly Renters (SAFER) program, Rental Assistance Program, or a rent supplement funded by BC Housing.
 - b. Excluded Employment Related Payments:
 - i. earnings of dependent children under the age of nineteen (19);
 - ii. earnings of dependent children aged nineteen (19) to twenty-four (24) who are full-time students;
 - iii. earnings of dependent children of any age who, because of mental or physical infirmity, is considered a dependent for income tax purposes;
 - iv. a one-time lump sum severance/settlement payment;
 - v. a business expense deduction from self-employed earnings (Not exempted: management fees, salaries or wages paid to any household members, business-use-of-home expenses, capital cost allowance and rent (if the business is being operated out of the home) and any other expense of a personal nature); and
 - vi. taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.
 - c. Excluded Income for Veterans and Victims of War:
 - i. a periodic or lump sum war reparation payment; and
 - ii. a benefit from War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada, including special allowances under the Veterans Disability Pension Program.
 - d. Excluded Education or Training Payments:
 - i. student loans, equalization payments, student grants, scholarships, fellowships or bursaries received by a student aged nineteen (19) to twenty-four (24) in attendance at a post-secondary institution in British Columbia; and
 - ii. a payment received for board and lodging of a student attending secondary school off the reserve.

¹ Currently: 30% of income

- e. Other Excluded Payments:
 - i. extraordinary compensation payments, including Indian Residential School, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry;
 - ii. child support paid by the non-custodial parent and government benefits intended for the benefit of children (CPP children's benefits, WorkSafe BC child benefits, Public Guardian and Trustee payment for children, Post-Adoption Assistance, etc.);
 - iii. a one-time donation from a religious, charitable, or benevolent organization;
 - iv. insurance settlements, inheritances, and disability awards in the year they are received (in subsequent years these are considered as assets); and
 - v. income of live-in caregivers where their sole income source is dependent on them living in the unit to provide care for a member of the income tested household.

C. ASSETS

1. Assets include:
 - a. cash;
 - b. accounts in financial institutions;
 - c. stocks, bonds and other investments;
 - d. real estate equity;
 - e. equity in a business;
 - f. discretionary trusts; and
 - g. other items of a potential income earning nature.
2. Asset Exemptions include:
 - a. Registered Retirement Savings Plans (RRSPs);
 - b. Registered Education Savings Plans (RESPs);
 - c. Registered Disability Savings Plans (RDSPs);
 - d. assets derived from extraordinary compensatory packages from government (including, but not limited to payments related to: Indian Residential Schools, Japanese Canadian Redress, Jericho Hill School for the Deaf, Missing Women Commission of Inquiry);
 - e. BC Housing approved asset development savings accounts (for the period that the individual is participating in the asset development program); and
 - f. Non-Discretionary Trust Funds or Trust Funds from settlements (ICBC, WorkSafe BC)

D. INCOME FROM ASSETS

1. Income from assets is determined by exempting the first \$10,000.00 from total assets and computing the balance at a percentage per annum² as may be set from time to time by BC Housing.

E. DETERMINATION OF RESIDENT'S RENT FOR RESIDENTS RECEIVING INCOME ASSISTANCE

1. The Provider will set the Resident's Rent for each Residential Unit where the Resident is in receipt of Income Assistance by applying a flat rate applicable to the appropriate household size, as determined by BC Housing.
2. If the flat rate charged for Resident's Rent changes, reasonable notice will be given to the Resident, as determined by BC Housing.

F. NOTES

1. BC Housing may change all or part of this scale at any time.
2. An adjustment for resident paid heating costs may be made in an amount as determined from time to time by BC Housing.

² At January 2020 1% per annum

PRIORITY AGREEMENT

COMPUTERSHARE TRUST COMPANY OF CANADA (Inc. No. A0052313) (the Chargeholder”) being the holder of Mortgage No. BB570433 (of Lease BB486622, see CA2920356, as modified by BB610147 and CA2920358) and Assignment of Rents No. BB570434 (of Lease BB486622, see CA2920357) (the “Charge”).

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.

PRIORITY AGREEMENT

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (the "Chargeholder") being the holder of Mortgage No. BB570435 (of Lease BB486622) (the "Charge").

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

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PRIORITY AGREEMENT

VANCOUVER CITY SAVINGS CREDIT UNION (Inc. No. FI-97) (the "Chargeholder") being the holder of Mortgage No. CA6054536 and Assignment of Rents No. CA6054537 (the "Charge").

The Chargeholder, in consideration of the premises and the sum of One Dollar (\$1.00) now paid to the Chargeholder by the Transferee, hereby approves of and consents to the granting of the within Agreement and covenants and agrees that the same shall be binding upon its interest in or charge upon the Lands and shall be an encumbrance upon the Lands prior to the Charge in the same manner and to the same effect as if it had been dated and registered prior to the Charge.

IN WITNESS WHEREOF the Chargeholder has executed this Agreement on Form D to which this Agreement is attached and which forms part of this Agreement.