

THE CORPORATION OF THE CITY OF VERNON

BYLAW 5919

A Bylaw to authorize a Housing Agreement
for 3202 16th Avenue

WHEREAS Section 483 of the *Local Government Act* provides that Council may enter into a housing agreement with an owner which may include terms and conditions regarding the occupancy of the housing units identified in the Agreement; and

WHEREAS Council wishes to enter into such an agreement regarding the development and provision of rental housing units on lands located within the City of Vernon;

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

1. This Bylaw may be cited for all purposes as “**3202 16th Avenue Housing Agreement Bylaw 5919, 2022**”.
2. The Council of the City of Vernon hereby authorizes the Mayor and Corporate Officer to enter into an agreement with the owner of Lot 1, DL 73, ODYD, Plan EPP41416, on behalf of the City of Vernon, as set out in **Schedule “A”**, attached hereto and forming part of this Bylaw (the “Agreement”).
3. The lands identified in the Agreement are located at 3202 16th Avenue and are legally described as: Lot 1, DL 73, ODYD, Plan EPP41416.
4. The Mayor and Corporate Officer are authorized to execute any documents required to give effect to the Agreement.

BYLAW 5919

READ A FIRST TIME this day of , 2022

READ A SECOND TIME this day of , 2022.

READ A THIRD TIME this day of , 2022.

ADOPTED THIS day of , 2022.

Mayor

Corporate Officer

Schedule 'A'
Attached to and forming part of Bylaw 5919
"3202 16th Avenue Housing Agreement Bylaw 5919, 2022"

THIS AGREEMENT dated for reference August 15, 2022.

BETWEEN:

RUBI-JANE INVESTMENTS LTD.

c/o 2801 - 32nd Street
Vernon British Columbia, V1T 5L8

(the "**Owner**")

AND:

THE CORPORATION OF THE CITY OF VERNON

3400 - 30th Street
Vernon, British Columbia, V1T 5E6

(the "**City**")

Background

- A. The Owner is the registered owner of those lands and premises at 3202 – 16th Avenue, Vernon British Columbia (the "**Lands**") and which are legally described as:
- Parcel Identifier: 031-286-411
Lot 1, District Lot 73, ODYD, Plan EPP41416
- B. The Owner intends to construct on the Lands a building containing three dwelling units, together with parking and landscaping (the "**Development**").
- C. Section 219 of the *Land Title Act*, R.S.B.C. 1996, c. 250 (the "**Act**") provides, *inter alia*, that there may be registered as a charge against title to land a covenant, whether of a negative or positive nature, in respect of the use of land or the use of building erected or to be erected on land, in favour of a municipality or the Crown.
- D. The Owner has requested that the Owner, as owner of the Lands enter into this Covenant with the City with respect to the Development of the Lands and the Owner has agreed to do so.

A. Terms of Agreement

In consideration of \$1.00 and other good and valuable consideration now paid by the City to the Owner (the receipt and sufficiency of which is hereby acknowledged), the parties agree as follows:

1. From the date of this Agreement and continuing thereafter until July 1, 2042, the Owner covenants and agrees with the City that there will be no further subdivision of the Lands, whether under the provision of the Act or the *Strata Property Act*.
2. Neither the Owner nor any future owner of the Lands shall be liable under any of the covenants and agreements contained in this Agreement where such liability arises by reason of an act or omission occurring after the Owner or any future owner ceases to have any further interest in the Lands.
3. The covenants contained in this Agreement are and shall be deemed to be covenants running with the Lands pursuant to Section 219 of the Act and shall be binding upon the Owner and its successors in title to the Lands and shall enure to the benefit of the City and its successors, in perpetuity, and may only be modified or discharged pursuant to the provisions of Section 219 of the Act or pursuant to the provisions of an order of a Court of competent jurisdiction.
4. Wherever the context so requires, any term used in this Agreement importing the singular number only shall include the plural and vice versa and words importing any gender shall include all other genders.
5. The Owner acknowledges and agrees that damages are not an adequate remedy for breach of the covenants herein contained and further that the City, in the event of any such breach will and shall be entitled to apply to a Court of competent jurisdiction for an Order restraining and prohibiting the continuance of any such breach.
6. Nothing contained or implied in this Agreement shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter* or the *Local Government Act* of British Columbia or its rights and powers under all of its public and private statutes, bylaws, orders and regulations to the extent that the same are applicable to the Lands, all of which may be fully and effectively exercised in relation to the Lands as if these covenants had not been executed and delivered by the Owner.
7. The Owner shall do all such further acts and execute and deliver such deeds, assignments, documents and instruments and evidences of transfer and shall give such further assurance as shall be necessary or appropriate in connection with the performance of its obligations under this Agreement to carry out the intent and purpose of this Agreement.
8. If any part of this Agreement is found to be illegal or unenforceable, that part will be considered separate and severable from the rest, and the remaining parts will

not be affected thereby and will be enforceable to the fullest extent permitted by law.

9. This Agreement and all rights, entitlements, duties and obligations arising from it shall enure to the benefit of and be binding upon the parties and each of their respective heirs, executors, successors and assigns.

AS EVIDENCE OF THEIR AGREEMENT the parties have executed this agreement on one or more pages of the General Instrument.