

City of Maple Ridge

TO: Her Worship Mayor Nicole Read
and Members of Council

FROM: Chief Administrative Officer

MEETING DATE: June 26, 2018
FILE NO: 2018-200-RZ
MEETING: Council

SUBJECT: Detached Garden Suites (DGS) Pilot Project Bylaws for:

1. 26378 -126 Avenue: Zone Amending Bylaw 7472-2018
& Housing Agreement Bylaw 7476-2018;
2. 23525 Dogwood Avenue: Zone Amending Bylaw 7473-2018
& Housing Agreement Bylaw 7477-2018;
3. 12621 Ansell Street: Zone Amending Bylaw 7474-2018
& Housing Agreement Bylaw 7478-2018;
4. 10861 Morrisette Place: Zone Amending Bylaw 7475-2018
& Housing Agreement Bylaw 7479-2018.

EXECUTIVE SUMMARY:

At the June 19, 2018 Workshop Meeting, Council directed staff to prepare Zone Amending Bylaws, based on the Look-Book test case information, including property owner profiles, site plan, and conceptual elevations, for the four properties participating in the DGS Pilot Project.

The DGS Pilot Project will enable the construction of tangible examples of DGS units to showcase the following:

- Allow a Secondary Suite and a DGS on the same lot; and
- Allow a DGS size to be up to 140m² (1500 ft²) in size or 15% of the lot area, whichever is less.

Four Zone Amending Bylaws and Four Housing Agreement Bylaws are attached for Council consideration, one for each Pilot Project test case that may be considered separately. The content of these Bylaws are discussed in this report and attached for Council consideration.

RECOMMENDATIONS:

1. For property located at 26378 – 126th Avenue:
 - a. THAT Zone Amending Bylaw 7472-2018 be given First and Second Reading and be forwarded to Public Hearing;
 - b. AND THAT Housing Agreement Bylaw 7476-2018 be given First, Second, and Third Reading.
2. For property located at 23525 Dogwood Avenue:
 - a. THAT Zone Amending Bylaw 7473-2018 be given First and Second Reading and be forwarded to Public Hearing;
 - b. AND THAT Housing Agreement Bylaw 7477-2018 be given First, Second, and Third Reading.
3. For property located at 12621 Ansell Street:
 - a. THAT Zone Amending Bylaw 7474-2018 be given First and Second Reading and be forwarded to Public Hearing;
 - b. AND THAT Housing Agreement Bylaw 7478-2018 be given First, Second, and Third Reading.
4. For property located at 10861 Morrisette Place:
 - a. THAT Zone Amending Bylaw 7475-2018 be given First and Second Reading and be forwarded to Public Hearing;
 - b. AND THAT Housing Agreement Bylaw 7479-2018 be given First, Second, and Third Reading.

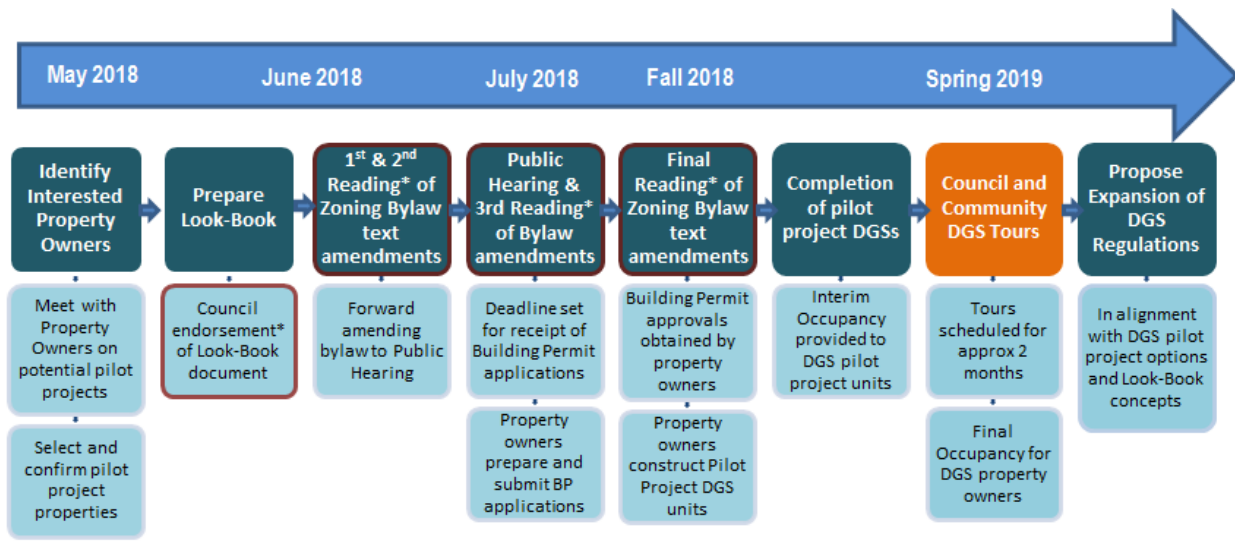
1.0 BACKGROUND:

A review of the Zoning Bylaw regulations for DGS and Secondary Suites (SS) was initiated through Council direction from the August 29, 2016 workshop. Public consultation on potential expanded options for SS and DGS was undertaken in November 2017 with a DGS workshop and a SS and DGS public open house. The outcomes of the public consultation were presented to Council at the February 6, 2018 workshop, wherein exploration of a pilot project was initiated through a Council resolution.

Council endorsed a process and timeline for the DGS Pilot Project at the May 1, 2018 workshop. The project is intended to create tangible examples to showcase the following:

- Secondary Suite and a DGS on the same lot;
- DGS size to be a minimum of 20.3m² (219 ft²); and
- DGS size to be up to 140m² (1500 ft²) or 15% of the lot area, whichever is less.

The process and timeline for the DGS Pilot Project is shown in the diagram below.



* Council consideration required

At the June 19, 2018 Workshop Meeting, Council directed staff to prepare Zone Amending Bylaws for the four test cases identified in the DGS Pilot Project Look-Book conceptual document. The Look-Book includes details on each test case, property owner profiles, site plans, and conceptual elevations.

While the intent of the DGS Pilot Project at the outset was to enable the construction of tangible examples of DGS units, no feasible examples of the option for a 20.3m² (219 ft²) came forward by the confirmation deadline and as such, the following two options will be showcased through this project:

- Allow a Secondary Suite and a DGS on the same lot; and
- Allow a DGS size to be up to 140m² (1500 ft²) in size or 15% of the lot area, whichever is less.

Also at the June 19th Workshop Meeting, Council directed staff to undertake a second phase of the DGS Pilot Project providing more time to identify possible test cases of:

- Small DGS unit, between 20.3m² (219 ft²) and 36m² (387 ft²);
- Large DGS unit, up to 15% of the lot area within the urban area on a lot size between 557m² (5,995 ft²) and 900m² (8,611 ft²);
- SS and DGS within the urban area.

Work on the second phase of the DGS Pilot Project will commence imminently.

2.0 DISCUSSION

The May 1, 2018 Council report discussed the requirement for text amendments to the Zoning Bylaw for each of the participating properties in order to permit constructing a DGS that does not conform to the existing regulations. In the same report a Housing Agreement Bylaw was discussed, including an outline for the content. Each Bylaw is discussed further below.

2.1 Text Amendment to Zoning Bylaw

Separate bylaws have been created for each of the four Pilot Project test cases so that Council has the option to consider each independently for First and Second Readings. Table 1 below contains the proposed text amendments for each of the test case properties:

Table 1: Proposed Amendments to Zoning Bylaw

	Address	DGS Pilot Option	DGS Siting	Building Height
1.	26378 - 126 th Avenue	140 m ² (1500 ft ²) unit	None	Up to 7.5 metres (6.0 metres currently permitted)
2.	23525 Dogwood Avenue	140 m ² (1500 ft ²) unit	Front Yard	None
3.	12621 Ansell Street	140 m ² (1500 ft ²) unit	Exterior Side Yard	Up to 7.5 metres (6.0 metres currently permitted)
4.	10861 Morrisette Place	DGS size 47.6m ² (512 ft ²) and SS on same lot	None	DGS is proposed over a garage with maximum height up to 6.5 metres (4.5 metres currently permitted).

For test cases #1 and #3, the property owners intend to construct their DGS units over a garage, which is permitted on these RS-2 zoned properties at an allowable maximum height of 6.0 metres. In order to construct a pitched roof to integrate some style to the structure (as opposed to a more flat roof), each of these property owners is proposing a height increase to 7.5 metres in height.

Discussions have been ongoing with the property owners of test case #4 in terms of providing parking on this 588m² RS-1b lot and the most efficient option to accommodate parking for the SS and the DGS is to allow the DGS to be constructed over a garage at the rear of the property, which is currently not permitted. The current site plan provides space for a driveway aisle along the side of the property to rear to access the garage. The property owner is proposing a shed roof for the DGS unit with the low end facing the rear property line, with a maximum building height of 6.0 metres, and the highest end facing the principal dwelling unit, with a maximum building height of 6.5 metres. Currently, for a DGS unit in the RS-1b zone the regulations permit a maximum building height of 4.5 metres.

2.2 Housing Agreement Bylaws

Within the existing regulations for a secondary suite or DGS, property owners are required to have a covenant registered on title stating that the property owner lives on the property and that one parking stall must be provided and maintained for the use of occupants of the accessory dwelling unit.

In a similar vein for the DGS Pilot Project, a Housing Agreement Bylaw has been prepared for each participating property that requires each property owner's agreement to various conditions including:

- Owner occupancy requirement for property owner to reside on site;
- Prohibiting the use of the DGS as a tourist accommodation;
- Requiring one on-site parking stall be maintained for the DGS unit (and also one for the SS on Morrisette Place);
- The timely preparation and iteration, at the property owner's cost of building permit plans submitted to the City;
- Adherence to the DGS Pilot Project timeline in order to process all housing agreement and text amendments concurrently;
- Facilitating transfer of ownership of the building permit plans to the City for other Maple Ridge residents to use as pre-approved building plans;
- Commencing construction of the DGS immediately upon adoption of the text amendment to the Zoning Bylaw and building permit issuance with the aim to have all DGS pilot projects completed at approximately the same time;
- Allowing public tours of the constructed DGS for Council and the community for approximately two months prior to receiving final occupancy;
- Use of images and their story in ongoing web and print media to further showcase the pilot project outcomes.

3.0 NEXT STEPS

Should Council consider and give First and Second Reading to the Zone Amending Bylaws, they will be scheduled for the July 17, 2018 Public Hearing so that Third Reading may be considered by Council on July 24, 2018. The Housing Agreement Bylaws are also attached to this report for First, Second and Third Reading, as they do not require a Public Hearing. As such, Final Reading of the Housing Agreement Bylaws will be brought to Council for consideration with Final Reading of the Zone Amending Bylaws.

If the Zone Amending Bylaws receive Third Reading in July, the participating property owners may begin preparation of their building permit plans in order to meet an application deadline set for August 20, 2018. Achieving this deadline will provide the Building Department with sufficient time to process each application by mid-September and allow the Bylaws to be brought back to Council for final reading and adoption on October 9, 2018. Building permit plans will not be issued until Bylaw adoption and then each property owner will be required to commence construction with a completion deadline of March 2, 2019. A schedule for the DGS tours is anticipated to be available and promoted in early 2019.

4.0 INTERDEPARTMENTAL IMPLICATIONS

It is anticipated that Planning staff will continue working on the DGS Pilot Project with the Building, Engineering, and Fire Departments to respond to participant inquiries, review applications, and work through the regulatory process towards construction of each DGS Pilot Project unit.

5.0 CONCLUSION:

It is recommended that in order to proceed with the next steps involved in the DGS Pilot Project, the Zone Amending Bylaws discussed in this report be given First and Second Reading and forwarded to Public Hearing; and that the Housing Agreement Bylaws discussed in this report be given First, Second, and Third Reading.

“Original signed by Lisa Zosiak”

Prepared by: Lisa Zosiak, MRM, MCIP, RPP
Planner

“Original signed by Christine Carter”

Approved by: Christine Carter M.PL., MCIP, RPP
Director of Planning

“Original signed by Frank Quinn”

Approved by: Frank Quinn, MBA. P.Eng
GM: Public Works & Development Services

“Original signed by Paul Gill”

Concurrence: Paul Gill, CPA, CGA
Chief Administrative Officer

The following appendices are attached hereto:

Appendix A: Zone Amending Bylaws 7472-2018, 7473-2018, 7474-2018, 7475-2018
Appendix B: Housing Agreement Bylaws 7476-2018, 7477-2018, 7478-2018, 7479-2018

**CITY OF MAPLE RIDGE
BYLAW NO. 7472-2018**

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510-1985 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510-1985 as amended:

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

This Bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7472-2018”.

Scope:

This Bylaw recommends amendments that will permit expansion of the Detached Garden Suite regulations as part of a DGS Pilot Project for specific single-family properties.

1. PART 4 GENERAL REGULATIONS, is amended as follows:
 - a. Section 402 REGULATIONS FOR PERMITTED USES OF LAND, BUILDINGS & STRUCTURES, Section 11, Dwelling units for a Detached Garden Suite use, be amended by adding the following new clause at the end of this Section in the correct alphabetical or numerical order:

The Detached Garden Suite provisions in this Section 11 will apply to the properties listed below, except where differences to these provisions are specifically stated for each:

- i. At 26378 – 126th Avenue (Lot 34, Except: Part Subdivided by Plan BCP13892, Section 24, Township 12, New Westminster District, Plan LMP19841) a Detached Garden Suite with a maximum Gross Floor Area of 140m² (1500 ft²) and a maximum building height of 7.5 metres from ground level is permitted.

2. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

PUBLIC HEARING held the day of , 2018.

READ a third time the day of , 2018.

ADOPTED the day of , 2018

PRESIDING MEMBER

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7473-2018**

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510-1985 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510-1985 as amended:

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

This Bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7473-2018”.

Scope:

This Bylaw recommends amendments that will permit expansion of the Detached Garden Suite regulations as part of a DGS Pilot Project for specific single-family properties.

1. PART 4 GENERAL REGULATIONS, is amended as follows:

- a. Section 402 REGULATIONS FOR PERMITTED USES OF LAND, BUILDINGS & STRUCTURES, Section 11, Dwelling units for a Detached Garden Suite use, be amended by adding the following new clause at the end of this Section in the correct alphabetical or numerical order:

The Detached Garden Suite provisions in this Section 11 will apply to the properties listed below, except where differences to these provisions are specifically stated for each:

- ii. At 23525 Dogwood Avenue (Lot “B”, Section 28, Township 12, New Westminster District, Plan 6734) a Detached Garden Suite with a maximum Gross Floor Area of 140m² (1500 ft²) located in the front yard is permitted.

2. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

PUBLIC HEARING held the day of , 2018.

READ a third time the day of , 2018.

ADOPTED the day of , 2018

PRESIDING MEMBER

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7474-2018**

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510-1985 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510-1985 as amended:

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

This Bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7474-2018”.

Scope:

This Bylaw recommends amendments that will permit expansion of the Detached Garden Suite regulations as part of a DGS Pilot Project for specific single-family properties.

1. PART 4 GENERAL REGULATIONS, is amended as follows:
 - a. Section 402 REGULATIONS FOR PERMITTED USES OF LAND, BUILDINGS & STRUCTURES, Section 11, Dwelling units for a Detached Garden Suite use, be amended by adding the following new clause at the end of this Section in the correct alphabetical or numerical order:

The Detached Garden Suite provisions in this Section 11 will apply to the properties listed below, except where differences to these provisions are specifically stated for each:

- iii. At 12621 Ansell Street (Lot 2, Section 22, Township 12, New Westminster District, Plan 72087) a Detached Garden Suite with a maximum Gross Floor Area of 140m² (1500 ft²) located in the exterior side yard with a maximum building height of 7.5 metres from ground level is permitted.

2. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

PUBLIC HEARING held the day of , 2018.

READ a third time the day of , 2018.

ADOPTED the day of , 2018

PRESIDING MEMBER

CORPORATE OFFICER

**CITY OF MAPLE RIDGE
BYLAW NO. 7475-2018**

A Bylaw to amend the text of Maple Ridge Zoning Bylaw No. 3510-1985 as amended

WHEREAS, it is deemed expedient to amend Maple Ridge Zoning Bylaw No. 3510-1985 as amended:

NOW THEREFORE, the Municipal Council of the City of Maple Ridge enacts as follows:

This Bylaw may be cited as “Maple Ridge Zone Amending Bylaw No. 7475-2018”.

Scope:

This Bylaw recommends amendments that will permit expansion of the Detached Garden Suite regulations as part of a DGS Pilot Project for specific single-family properties.

1. PART 4 GENERAL REGULATIONS, is amended as follows:
 - a. Section 402 REGULATIONS FOR PERMITTED USES OF LAND, BUILDINGS & STRUCTURES, Section 11, Dwelling units for a Detached Garden Suite use, be amended by adding the following new clause at the end of this Section in the correct alphabetical or numerical order:

The Detached Garden Suite provisions in this Section 11 will apply to the properties listed below, except where differences to these provisions are specifically stated for each:

 - iv. At 10861 Morrisette Place (Lot 8, Section 11, Township 12, New Westminster District, Plan EPP67241) a Detached Garden Suite constructed above a garage with a maximum building height of 6.5 metres is permitted. A secondary suite within the principal dwelling unit is also permitted on this property.
2. Maple Ridge Zoning Bylaw No. 3510-1985 as amended is hereby amended accordingly.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

PUBLIC HEARING held the day of , 2018.

READ a third time the day of , 2018.

ADOPTED the day of , 2018

PRESIDING MEMBER

CORPORATE OFFICER

CITY OF MAPLE RIDGE

BYLAW NO. 7476 – 2018

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 26378 – 126th Avenue**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Garry Edward Altenried and Lesli Vivian Altenried wish to enter into a housing agreement for the subject property at 26378 – 126th Avenue;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “26378 – 126th Avenue Housing Agreement Bylaw No. 7476-2018”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Garry Edward Altenried and Lesli Vivian Altenried, in respect to the following land:

Lot 34, Except: Part Subdivided by Plan BCP13892, Section 24, Township 12, New Westminster District, Plan LMP19841
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

READ a third time the day of , 2018.

ADOPTED, the day of , 2018.

PRESIDING MEMBER

CORPORATE OFFICER

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT AND HOUSING AGREEMENT
(2018-200-RZ)

BETWEEN:

Garry Eddie Altenried and Lesli Vivian Altenried
26378 – 126th Avenue, Maple Ridge, BC, V2W 1C9

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of certain lands situated in the City of Maple Ridge in the Province of British Columbia, and more particularly known and described as:
- PID: 019-045-824 Lot 34 Except: Part Subdivided by Plan BCP13892; Section 24, Township 12, New Westminster District, Plan LMP19841
- (hereinafter called the "Lands").
- B. The City has adopted an amendment to the City of Maple Ridge Zoning Bylaw No. 3510 - 1985 that authorizes construction of a detached garden suite on the Lands (the "Zoning Amendment Bylaw"), in furtherance of the City's Detached Garden Suite Pilot Project.
- C. The Covenantor has expressed interest in participating in the Detached Garden Suite Pilot Project.
- D. The Detached Garden Suite Pilot Project was initiated by the City with the intent of facilitating increased affordable housing choices in Maple Ridge.

- E. The Covenantor and the City wish to enter into this Agreement to set out the requirements for the development and use of the Detached Garden Suite to be constructed on the Lands, 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*.
- F. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

- 1. In this Agreement:
 - (a) “Lands” means the land described in Item 2 of the General Instrument to which these, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (b) “Design Professional” means the registered architect or other qualified professional retained by the Covenantor to design and prepare building permit drawings for the Detached Garden Suite;
 - (c) “Detached Garden Suite” has the same meaning as under the Zoning Bylaw;
 - (d) “Occupancy Permit” means an occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012; “One Family Residential” has the same meaning as under the Zoning Bylaw;
 - (e) “One Family Residential Structure” means a building containing a one family residential use, whether with or without a secondary suite;
 - (f) “Provisional Occupancy Permit” means a provisional occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (g) “Secondary Suite Residential Use” has the same meaning as under the Zoning Bylaw; and
 - (h) “Tourist Accommodation” has the same meaning as under the Zoning Bylaw.

Use and Occupancy

2. At all times that there exists on the Lands a one family residential structure and an authorized Detached Garden Suite and an authorized Secondary Suite, one or the other of them must be occupied by the registered owner in fee simple of the Lands as his or her principal residence.
3. The Covenantor must not use or permit the use of the Detached Garden Suite as tourist accommodation.

Off Street Parking

4. The Covenantor must provide and maintain a separate off-street parking space on the Lands, in accordance with the requirements of the Zoning Bylaw, for each authorized Detached Garden Suite and authorized Secondary Suite Residential Use on the Lands.

Development of and Commencement of Occupancy of Detached Garden Suite

5. The Covenantor must:
 - (a) make all reasonable efforts to commence construction of the Detached Garden Suite, in accordance with the requirements of this Agreement, within thirty days following adoption of the Zoning Amendment Bylaw and Housing Agreement Bylaw; and
 - (b) ensure that by March 2, 2019, construction of the Detached Garden Suite is completed to the point where the City's Chief Building Official may issue a provisional occupancy permit. Any amendments to this completion date must be mutually agreed upon by both parties.
6. The Covenantor must submit to the City, with the application for a building permit for the Detached Garden Suite, an agreement signed by the Covenantors and the Design Professional, in a form and on terms that are satisfactory to the City, transferring the ownership and copyright in the Design Professional's plans and designs for the Detached Garden Suite to the City, on terms that will allow other residents of the City use of those plans and designs as building permit plans for similar Detached Garden Suites.
7. The Covenantor must not commence the construction of the Detached Garden Suite until the agreement required under section 6 of this Agreement has been delivered to the City.
8. For a period of two months following the issuance of the provisional occupancy permit for the Detached Garden Suite, the Covenantors must not use or permit any use or occupancy of the Detached Garden Suite other than for public tours conducted by the City as part of the City's Detached Garden Suite Pilot Project.
9. The Covenantor must ensure that following completion of the public tour period referred to in section 5, the Detached Garden Suite meets all conditions under the City of Maple Ridge Building Bylaw No. 6925 – 2012 for the issuance of an occupancy permit.

Specific Performance

10. The Covenantor 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 City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

11. For clarity, the Covenantor 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 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

12. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

13. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City 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 Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

14. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

15. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

16. 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.

Interpretation

17. 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 "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;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

- 19. 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.

No Other Agreements

- 20. 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.

Enurement

- 21. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Deed and Contract

- 22. 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 this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

CITY OF MAPLE RIDGE

BYLAW NO. 7477 – 2018

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 23525 Dogwood Avenue**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and James Gordon Richardson and Brenda Shawneen Richardson wish to enter into a housing agreement for the subject property at 23525 Dogwood Avenue;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “23525 Dogwood Avenue Housing Agreement Bylaw No. 7477-2018”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with James Gordon Richardson and Brenda Shawneen Richardson, in respect to the following land:

Lot “B”, Section 28, Township 12, New Westminster District, Plan 6734
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

READ a third time the day of , 2018.

ADOPTED, the day of , 2018.

PRESIDING MEMBER

CORPORATE OFFICER

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT AND HOUSING AGREEMENT
(2018-200-RZ)

BETWEEN:

James Gordon Richardson and Brenda Shawneen Richardson
23525 Dogwood Avenue, Maple Ridge, BC, V2X 4S4

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of certain lands situated in the City of Maple Ridge in the Province of British Columbia, and more particularly known and described as:

PID: 004-537-076 Lot "B", Section 28, Township 12, New Westminster District, Plan 6734

(hereinafter called the "Lands").
- B. The City has adopted an amendment to the City of Maple Ridge Zoning Bylaw No. 3510 - 1985 that authorizes construction of a detached garden suite on the Lands (the "Zoning Amendment Bylaw"), in furtherance of the City's Detached Garden Suite Pilot Project.
- C. The Covenantor has expressed interest in participating in the Detached Garden Suite Pilot Project.
- D. The Detached Garden Suite Pilot Project was initiated by the City with the intent of facilitating increased affordable housing choices in Maple Ridge.

- E. The Covenantor and the City wish to enter into this Agreement to set out the requirements for the development and use of the Detached Garden Suite to be constructed on the Lands, 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*.
- F. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

- 1. In this Agreement:
 - (a) “Lands” means the land described in Item 2 of the General Instrument to which these, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (b) “Design Professional” means the registered architect or other qualified professional retained by the Covenantor to design and prepare building permit drawings for the Detached Garden Suite;
 - (c) “Detached Garden Suite” has the same meaning as under the Zoning Bylaw;
 - (d) “Occupancy Permit” means an occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (e) “One Family Residential” has the same meaning as under the Zoning Bylaw;
 - (f) “One Family Residential Structure” means a building containing a one family residential use, whether with or without a secondary suite;
 - (g) “Provisional Occupancy Permit” means a provisional occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (h) “Secondary Suite Residential Use” has the same meaning as under the Zoning Bylaw; and
 - (i) “Tourist Accommodation” has the same meaning as under the Zoning Bylaw.

Use and Occupancy

2. At all times that there exists on the Lands an authorized one family residential structure, and authorized Detached Garden Suite and an authorized Secondary Suite, one or the other of them must be occupied by the registered owner in fee simple of the Lands as his or her principal residence.
3. The Covenantor must not use or permit the use of the Detached Garden Suite as tourist accommodation.

Off Street Parking

4. The Covenantor must provide and maintain a separate off-street parking space on the Lands, in accordance with the requirements of the Zoning Bylaw, for each authorized Detached Garden Suite and authorized Secondary Suite Residential Use on the Lands.

Development of and Commencement of Occupancy of Detached Garden Suite

5. The Covenantor must:
 - (a) make all reasonable efforts to commence construction of the Detached Garden Suite, in accordance with the requirements of this Agreement, within thirty days following adoption of the Zoning Amendment Bylaw and Housing Agreement Bylaw; and
 - (b) ensure that by March 2, 2019, construction of the Detached Garden Suite is completed to the point where the City's Chief Building Official may issue a provisional occupancy permit. Any amendments to this completion date must be mutually agreed upon by both parties.
6. The Covenantor must submit to the City, with the application for a building permit for the Detached Garden Suite, an agreement signed by the Covenantors and the Design Professional, in a form and on terms that are satisfactory to the City, transferring the ownership and copyright in the Design Professional's plans and designs for the Detached Garden Suite to the City, on terms that will allow other residents of the City use of those plans and designs as building permit plans for similar Detached Garden Suites.
7. The Covenantor must not commence the construction of the Detached Garden Suite until the agreement required under section 6 of this Agreement has been delivered to the City.
8. For a period of two months following the issuance of the provisional occupancy permit for the Detached Garden Suite, the Covenantors must not use or permit any use or occupancy of the Detached Garden Suite other than for public tours conducted by the City as part of the City's Detached Garden Suite Pilot Project.
9. The Covenantor must ensure that following completion of the public tour period referred to in section 5, the Detached Garden Suite meets all conditions under the City of Maple Ridge Building Bylaw No. 6925 – 2012 for the issuance of an occupancy permit.

Specific Performance

10. The Covenantor 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 City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

11. For clarity, the Covenantor 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 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

12. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

13. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City 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 Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

14. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

15. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

16. 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.

Interpretation

17. 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 replace, unless otherwise expressly provided;
 - (f) reference to "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;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

- 19. 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.

No Other Agreements

- 20. 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.

Enurement

- 21. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Deed and Contract

- 22. 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 this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

CITY OF MAPLE RIDGE

BYLAW NO. 7478 – 2018

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 12621 Ansell Street**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Margaret Elizabeth Crandell wish to enter into a housing agreement for the subject property at 12621 Ansell Street;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “12621 Ansell Street Housing Agreement Bylaw No. 7478-2018”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Margaret Elizabeth Crandell, in respect to the following land:

Lot 2, Section 22, Township 12, New Westminster District, Plan 72087
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

READ a third time the day of , 2018.

ADOPTED, the day of , 2018.

PRESIDING MEMBER

CORPORATE OFFICER

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT AND HOUSING AGREEMENT
(2018-200-RZ)

BETWEEN:

Margaret Elizabeth Crandell
12621 Ansell Street, Maple Ridge, BC, V4R 1L4

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of certain lands situated in the City of Maple Ridge in the Province of British Columbia, and more particularly known and described as:
- PID: 004-417-399 Lot 2, Section 22, Township 12, New Westminster District, Plan 72087
- (hereinafter called the "Lands").
- B. The City has adopted an amendment to the City of Maple Ridge Zoning Bylaw No. 3510 - 1985 that authorizes construction of a detached garden suite on the Lands (the "Zoning Amendment Bylaw"), in furtherance of the City's Detached Garden Suite Pilot Project.
- C. The Covenantor has expressed interest in participating in the Detached Garden Suite Pilot Project.
- D. The Detached Garden Suite Pilot Project was initiated by the City with the intent of facilitating increased affordable housing choices in Maple Ridge.

- E. The Covenantor and the City wish to enter into this Agreement to set out the requirements for the development and use of the Detached Garden Suite to be constructed on the Lands, 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*.
- F. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

- 1. In this Agreement:
 - (a) “Lands” means the land described in Item 2 of the General Instrument to which these, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (b) “Design Professional” means the registered architect or other qualified professional retained by the Covenantor to design and prepare building permit drawings for the Detached Garden Suite;
 - (c) “Detached Garden Suite” has the same meaning as under the Zoning Bylaw;
 - (d) “Occupancy Permit” means an occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (e) “One Family Residential” has the same meaning as under the Zoning Bylaw;
 - (f) “One Family Residential Structure” means a building containing a one family residential use, whether with or without a secondary suite;
 - (g) “Provisional Occupancy Permit” means a provisional occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (h) “Secondary Suite Residential Use” has the same meaning as under the Zoning Bylaw; and
 - (i) “Tourist Accommodation” has the same meaning as under the Zoning Bylaw.

Use and Occupancy

2. At all times that there exists on the Lands an authorized one family residential structure, an authorized Detached Garden Suite and an authorized Secondary Suite, one or the other of them must be occupied by the registered owner in fee simple of the Lands as his or her principal residence.
3. The Covenantor must not use or permit the use of the Detached Garden Suite as tourist accommodation.

Off Street Parking

4. The Covenantor must provide and maintain a separate off-street parking space on the Lands, in accordance with the requirements of the Zoning Bylaw, for each authorized Detached Garden Suite and authorized Secondary Suite Residential Use on the Lands.

Development of and Commencement of Occupancy of Detached Garden Suite

5. The Covenantor must:
 - (a) make all reasonable efforts to commence construction of the Detached Garden Suite, in accordance with the requirements of this Agreement, within thirty days following adoption of the Zoning Amendment Bylaw and Housing Agreement Bylaw; and
 - (b) ensure that by March 2, 2019, construction of the Detached Garden Suite is completed to the point where the City's Chief Building Official may issue a provisional occupancy permit. Any amendments to this completion date must be mutually agreed upon by both parties.
6. The Covenantor must submit to the City, with the application for a building permit for the Detached Garden Suite, an agreement signed by the Covenantors and the Design Professional, in a form and on terms that are satisfactory to the City, transferring the ownership and copyright in the Design Professional's plans and designs for the Detached Garden Suite to the City, on terms that will allow other residents of the City use of those plans and designs as building permit plans for similar Detached Garden Suites.
7. The Covenantor must not commence the construction of the Detached Garden Suite until the agreement required under section 6 of this Agreement has been delivered to the City.
8. For a period of two months following the issuance of the provisional occupancy permit for the Detached Garden Suite, the Covenantors must not use or permit any use or occupancy of the Detached Garden Suite other than for public tours conducted by the City as part of the City's Detached Garden Suite Pilot Project.
9. The Covenantor must ensure that following completion of the public tour period referred to in section 5, the Detached Garden Suite meets all conditions under the City of Maple Ridge Building Bylaw No. 6925 – 2012 for the issuance of an occupancy permit.

Specific Performance

10. The Covenantor 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 City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

11. For clarity, the Covenantor 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 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

12. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

13. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City 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 Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

14. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

15. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

16. 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.

Interpretation

17. 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 "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;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

- 19. 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.

No Other Agreements

- 20. 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.

Enurement

- 21. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Deed and Contract

- 22. 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 this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.

CITY OF MAPLE RIDGE

BYLAW NO. 7479 – 2018

**A Bylaw to authorize the City of Maple Ridge to enter into a
Housing Agreement for 10861 Morrisette Place**

WHEREAS pursuant to Section 483 of the Local Government Act, as amended, Council may, by bylaw, enter into a housing agreement under that Section;

AND WHEREAS Council and Ramandeep Kaur Dhaliwal and Swaranjit Kaur Dhaliwal wish to enter into a housing agreement for the subject property at 10861 Morrisette Place;

NOW THEREFORE, the Municipal Council of the City of Maple Ridge, in open meeting assembled, **ENACTS AS FOLLOWS:**

1. This Bylaw may be cited as “10861 Morrisette Place Housing Agreement Bylaw No. 7479-2018”.
2. By this Bylaw Council authorizes the City to enter into a housing agreement with Ramandeep Kaur Dhaliwal and Swaranjit Kaur Dhaliwal, in respect to the following land:

Lot 8, Section 11, Township 12, New Westminster District, Plan EPP67241
3. The Mayor and Corporate Officer are authorized to execute the housing agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This bylaw shall take effect as of the date of adoption hereof.

READ a first time the day of , 2018.

READ a second time the day of , 2018.

READ a third time the day of , 2018.

ADOPTED, the day of , 2018.

PRESIDING MEMBER

CORPORATE OFFICER

TERMS OF INSTRUMENT – PART 2
SECTION 219 COVENANT AND HOUSING AGREEMENT
(2018-200-RZ)

BETWEEN:

Ramandeep Kaur Dhaliwal and Swaranjit Kaur Dhaliwal
10861 Morrisette Place, Maple Ridge, BC

(hereinafter called the "Covenantor")

OF THE FIRST PART

AND:

CITY OF MAPLE RIDGE
11995 Haney Place, Maple Ridge, British Columbia, V2X 6A9

(hereinafter called the "City")

OF THE SECOND PART

WHEREAS:

- A. The Covenantor is the registered owner of certain lands situated in the City of Maple Ridge in the Province of British Columbia, and more particularly known and described as:
- PID: 030-313-392 Lot 8, Section 11, Township 12, New Westminster District, Plan EPP67241
- (hereinafter called the "Lands").
- B. The City has adopted an amendment to the City of Maple Ridge Zoning Bylaw No. 3510 - 1985 that authorizes construction of a Detached Garden Suite and a Secondary Suite on the Lands (the "Zoning Amendment Bylaw"), in furtherance of the City's Detached Garden Suite Pilot Project.
- C. The Covenantor has expressed interest in participating in the Detached Garden Suite Pilot Project.
- D. The Detached Garden Suite Pilot Project was initiated by the City with the intent of facilitating increased affordable housing choices in Maple Ridge.

- E. The Covenantor and the City wish to enter into this Agreement to set out the requirements for the development and use of the Detached Garden Suite and Secondary Suite to be constructed on the Lands, 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*.
- F. The City has adopted a bylaw under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

NOW THEREFORE in consideration of the premises and the covenants herein contained, the payment of the sum of One Dollar (\$1.00) paid by the City to the Covenantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree, pursuant to section 483 of the *Local Government Act* and section 219 of the *Land Title Act* (British Columbia) as follows:

Definitions

- 1. In this Agreement:
 - (a) “Lands” means the land described in Item 2 of the General Instrument to which these, including any buildings now or hereafter located on the aforementioned land, and any part or a portion of such land or building into which said land or building is or may at any time be subdivided;
 - (b) “Design Professional” means the registered architect or other qualified professional retained by the Covenantor to design and prepare building permit drawings for the Detached Garden Suite;
 - (c) “Detached Garden Suite” has the same meaning as under the Zoning Bylaw;
 - (d) “Occupancy Permit” means an occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (e) “One Family Residential” has the same meaning as under the Zoning Bylaw;
 - (f) “One Family Residential Structure” means a building containing a one family residential use, whether with or without a secondary suite;
 - (g) “Provisional Occupancy Permit” means a provisional occupancy permit that is issued in accordance with the requirements of the City of Maple Ridge Building Bylaw No. 6925 – 2012;
 - (h) “Secondary Suite Residential Use” has the same meaning as under the Zoning Bylaw; and
 - (i) “Tourist Accommodation” has the same meaning as under the Zoning Bylaw.

Use and Occupancy

2. At all times that there exists on the Lands a one family residential structure, an authorized Detached Garden Suite and an authorized Secondary Suite, one or the other of them must be occupied by the registered owner in fee simple of the Lands as his or her principal residence.
3. The Covenantor must not use or permit the use of the Detached Garden Suite as tourist accommodation.

Off Street Parking

4. The Covenantor must provide and maintain a separate off-street parking space on the Lands, in accordance with the requirements of the Zoning Bylaw, for each authorized Detached Garden Suite and authorized Secondary Suite Residential Use on the Lands.

Development of and Commencement of Occupancy of Detached Garden Suite

5. The Covenantor must:
 - (a) make all reasonable efforts to commence construction of the Detached Garden Suite, in accordance with the requirements of this Agreement, within thirty days following adoption of the Zoning Amendment Bylaw and Housing Agreement Bylaw; and
 - (b) ensure that by March 2, 2019, construction of the Detached Garden Suite is completed to the point where the City's Chief Building Official may issue a provisional occupancy permit. Any amendments to this completion date must be mutually agreed upon by both parties.
6. The Covenantor must submit to the City, with the application for a building permit for the Detached Garden Suite, an agreement signed by the Covenantors and the Design Professional, in a form and on terms that are satisfactory to the City, transferring the ownership and copyright in the Design Professional's plans and designs for the Detached Garden Suite to the City, on terms that will allow other residents of the City use of those plans and designs as building permit plans for similar Detached Garden Suites.
7. The Covenantor must not commence the construction of the Detached Garden Suite until the agreement required under section 6 of this Agreement has been delivered to the City.
8. For a period of two months following the issuance of the provisional occupancy permit for the Detached Garden Suite, the Covenantors must not use or permit any use or occupancy of the Detached Garden Suite other than for public tours conducted by the City as part of the City's Detached Garden Suite Pilot Project.
9. The Covenantor must ensure that following completion of the public tour period referred to in section 5, the Detached Garden Suite meets all conditions under the City of Maple Ridge Building Bylaw No. 6925 – 2012 for the issuance of an occupancy permit.

Specific Performance

10. The Covenantor 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 City, in the event of an actual or threatened breach of this Agreement.

Notice of Housing Agreement

11. For clarity, the Covenantor 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 483 of the *Local Government Act*;
 - (b) the City is required to file a notice of Housing Agreement in the Land Title Office against title to the Lands; and
 - (c) once such a notice is filed, this Agreement binds all persons who acquire an interest in the Lands as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

12. The rights given to the City by this Agreement are permissive only and nothing in this Agreement imposes any legal duty of any kind on the City to anyone, or obliges the City to enforce this Agreement, to perform any act or to incur any expense in respect of this Agreement.

No Effect on Laws or Powers

13. This Agreement does not:
- (a) affect or limit the discretion, rights, duties, or powers of the City or the Approving Officer for the City 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 Lands; or
 - (c) relieve the owner from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

14. The Covenantor hereby releases the City, and indemnifies and saves the City harmless, from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), cost (including legal fees and disbursements), expenses, debts, demands, losses (including economic loss) and liabilities of whatsoever kind arising out of or in any way due or relating to the granting or existence of this Agreement, the restrictions or obligations contained in this Agreement or the performance or non-performance by the Covenantor of this Agreement that the City is or may become liable for, incur or suffer.

Priority

15. The Covenantor will do everything necessary, at the Covenantor's expense, to ensure that this Agreement is registered against title to the Lands in priority to all liens, charges and encumbrances registered or pending registration against title to the Lands, save and except those specifically approved in writing by the City and those in favour of the City.

Waiver

16. 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.

Interpretation

17. 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 "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;

- (g) time is of the essence; and
- (h) reference to a “day”, “month” or “year” is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Further Acts

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

Severance

- 19. 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.

No Other Agreements

- 20. 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.

Enurement

- 21. This Agreement binds the parties to it and their respective successors, heirs, executors and administrators.

Deed and Contract

- 22. 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 this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C or D, as the case may be, attached to and forming part of this Agreement.

CONSENT & PRIORITY

The Lender in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) hereby consents to the registration of the Covenant herein granted under Section 219 of the *Land Title Act*, running with the said lands and against the said lands and the Lender hereby postpones all of its rights under the Mortgage and Assignment of Rents registered respectively under No. _____ and _____ (the "Lender Documents") to those rights of the District under the Covenant herein in the same manner and to the same extent and effect as if the Covenant herein had been dated, granted and registered prior to the Lender Documents.