

**CITY OF MAPLE RIDGE
BYLAW NO. 8047-2025**

A Bylaw to authorize the City of Maple Ridge to enter into a Housing Agreement for the development on the land located at 12011 223 Street.

The Council of the City of Maple Ridge enact as follows:

1. This Bylaw shall be cited for all purposes as "Maple Ridge 12011 223 Street Housing Agreement Bylaw No. 8047-2025".
2. Council authorizes the City to enter into a Housing Agreement with 487559 BC LTD. in respect of the permitted use for the development on the following land:

Lot 2 District Lot 399 GROUP 1 New Westminster District Plan EPP133424
3. The Mayor and Corporate Officer, or their designates, are authorized to execute the Housing Agreement and all incidental instruments on behalf of the City of Maple Ridge.
4. Schedule A, as attached to this Bylaw, is incorporated into and forms part of this Bylaw.
5. This Bylaw will take effect as of the date of adoption hereof.

READ a first time the 28th day of October, 2025

READ a second time the 28th day of October, 2025

READ a third time the 28th day of October, 2025

ADOPTED the _____ day of _____, 20

PRESIDING MEMBER

CORPORATE OFFICER

Schedule A – Housing Agreement
HOUSING AGREEMENT
(2024-228-RZ)

BETWEEN:

487559 BC LTD
22367 DEWDNEY TRUNK RD
Maple Ridge BC V2X 3J4

(the "**Covenantor**")

AND:

THE CITY OF MAPLE RIDGE
11995 Haney Place
Maple Ridge, BC V2X 6A9

(the "**City**")

WHEREAS:

- A. The Covenantor is the registered owner in fee simple of certain lands situated in the municipality of Maple Ridge located at the civic address 12011 223 Street, Maple Ridge, as further defined herein.
- B. The City is prepared to allow construction of a six-storey mixed-use residential and commercial building for rental housing with 120 residential dwelling units and a residential gross floor area of 10,224 m².
- C. The Covenantor and the City wish to enter into this Agreement to secure the agreement of the Covenantor that all Dwelling Units within the development will be designated and used only as rental housing in perpetuity.
- D. The parties intend for this Agreement 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*.
- E. The City intends to adopt a bylaw, subject to Council approval, under section 483 of the *Local Government Act* to authorize this Agreement as a housing agreement.

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NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the payment of the sum of One Dollar (\$1.00) paid by the Covenantor to the City, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

Definitions

1. In this Agreement:

"Dwelling Units" means all residential dwelling units located or to be located on the Lands, whether those dwelling units are lots or parcels, or parts or portions thereof, into which ownership or right of possession or occupation of the Lands may be subdivided (hereinafter defined) and includes single family detached dwellings, duplexes, townhouses, auxiliary residential dwelling units, rental apartments and strata lots in a building strata plan;

"Lands" means the lands described in Item 2 of the General Instrument, including any buildings now or hereafter located on the lands, and any part or a portion of such lands or building into which the lands or building is or may at any time be subdivided;

"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, parcels, parts, portions or shares, whether by plan, descriptive words or otherwise, under the *Land Title Act* or the *Strata Property Act*, or otherwise, and includes the creation, conversion, organization or development of "cooperative interest" or "shared interest in land" as defined in the *Real Development Marketing Act*.

Use, Occupancy, Subdivision and No Separate Sale Restrictions

2. The Covenantor shall ensure that:

- a. all Dwelling Units are only used for the purpose of providing rental accommodation and that they remain as rental accommodation in perpetuity; and
- b. all Dwelling Units are only either rented on a month-to-month basis or under a residential tenancy agreement having a fixed term not exceeding three years, including any rights of renewal.

3. No Dwelling Unit may be occupied except by an individual who has entered into a rental agreement that meets the requirements of section 2.b.

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4. The Lands shall not be Subdivided, except by means of a strata plan under the *Strata Property Act* that includes all of the Dwelling Units within a single strata lot.

Specific Performance

5. The Covenantor acknowledges and agrees that in order to ensure all of the provisions 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

6. For clarity, the parties acknowledge and agree that:
 - a. this Agreement will constitute as 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 will file a notice of Housing Agreement in the Land Title Office against title to the Lands per the requirements of the *Land Title Act*; and
 - c. once such notice is filed, this Agreement will bind all persons who acquire an interest in the Lands as a covenant under section 219 of the *Land Title Act* and as a Housing Agreement under section 483 of the *Local Government Act*.

No Obligation to Enforce

7. The parties agree that 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

8. This Agreement will 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;

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- b. affect or limit the common law or any statute, bylaw or other enactment applying to the Lands; or
 - c. relieve the owner, or their heirs or successors, from complying with any common law or any statute, regulation, bylaw or other enactment.

Indemnity

9. The Covenantor hereby releases and indemnifies the City and its employees, officers, personnel, agents, directors, and officials (the "**City Personnel**") from and against any and all actions, causes of actions, suits, claims (including claims for injurious affection), costs (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 nonperformance by the Covenantor of this Agreement that the City and the City Personnel is or may become liable for, incur or suffer.

Priority

10. 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

11. 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

12. 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;

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- 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; and
- g. reference to a "day", "month" or "year" is a reference to a calendar day, calendar month, or calendar year unless otherwise expressly provided.

Time is of the Essence

13. Time will be of the essence in this Agreement.

Further Acts

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

Severance

15. 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.

Entire Agreement

16. This Agreement is the entire agreement between the parties regarding its subject matter and terminates and supersedes all other agreements and arrangements between the parties regarding the subject matter, whether oral or written.

Severability

17. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the invalid portion will be severed from the rest of the Agreement, the decision that it is invalid will not affect the validity of the rest of this Agreement, and the rest of this Agreement will still be in effect.

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Enurement

18. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, heirs, executors and administrators.

Run with the Lands

19. The provisions of this Agreement shall be covenants that run with the Lands, including all lands into which the Lands may be subdivided, and are binding on the Covenantor and future owners of the Lands, but only for so long as they are owners of such Lands.

As evidence of their agreement to be bound by this Agreement, the Covenantor and the City have executed the *Land Title Act* Form C, 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. CA8399563 and CA8399564 (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.