

CORPORATION OF THE TOWNSHIP OF ESQUIMALT

BYLAW NO. 3023

A Bylaw to amend Bylaw No. 2981, being a Housing Agreement pursuant to Section 483 of the *Local Government Act*

WHEREAS the Township of Esquimalt has received an application to amend a housing agreement;

AND WHEREAS Section 483 of the *Local Government Act* as amended empowers the Council of the Township of Esquimalt to enter into a housing agreement, and to amend such agreement thereafter.

NOW, THEREFORE, the Municipal Council of the Township of Esquimalt, in open meeting assembled, enacts as follows:

1. The Township of Esquimalt is hereby authorized and empowered to amend the housing agreement authorized by "HOUSING AGREEMENT (616 Constance Avenue, 620 Constance Avenue, 619 Nelson Street, 623 Nelson Street, and 1326 Miles Street) BYLAW, 2019, No. 2981" in the form attached hereto as Schedule A and forming part of this Bylaw with the following party:

1174489 B.C. LTD., Inc. No. BC01174489
5320 89 Street NW
Edmonton, AB T6E 5P9

(the "Owner")

And with respect to these certain parcels or tracts of lands and premises, situate lying and being in the Township of Esquimalt, in the Province of British Columbia and being more particularly known and described as:

PID 031-206-379
Lot A, Suburban Lots 44 and 45, Esquimalt District, Plan EPP86051

(collectively, the "Lands").

2. The Mayor and Corporate Officer are hereby empowered to execute the Housing Agreement Amendment on behalf of the Township of Esquimalt.
3. This Bylaw may be cited as "HOUSING AGREEMENT (616 Constance Avenue, 620 Constance Avenue, 619 Nelson Street, 623 Nelson Street, and 1326 Miles Street) BYLAW, 2019, No. 2981; Amendment Bylaw, 2021, No. 3023".

READ A FIRST TIME this day of , 2021.

READ A SECOND TIME this day of , 2021.

READ A THIRD TIME this day of , 2021.

ADOPTED this day of , 2021.

BARBARA DESJARDINS
MAYOR

RACHEL DUMAS
CORPORATE OFFICER

AMENDMENT TO HOUSING AGREEMENT
(Pursuant to Section 483 of the *Local Government Act*)



THIS AGREEMENT is made the ____ day of _____, 2021.

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF ESQUIMALT

1229 Esquimalt Road,
Esquimalt, BC V9A 3P1

(“the **“Township”**”)

AND

1174489 B.C. LTD., Inc. No. BC01174489

5320 89 Street NW
Edmonton, AB T6E 5P9

(the **“Owner”**”)

AND:

FISGARD CAPITAL CORPORATION

3378 Douglas Street
Victoria, BC V8Z 3L3

(the **“Existing Chargeholder”**”)

RECITALS:

- A. Under Section 483 of the *Local Government Act*, R.S.B.C. 2015 c.1 (the **“LGA”**), the Township may, by bylaw, enter into a Housing Agreement with an owner regarding the occupancy of the housing units identified in the Agreement, including but not limited to terms and conditions referred to in Section 483(2) of the *LGA*;
- B. The Owner is the registered owner in fee-simple of those lands with a current civic address of 612 Constance Avenue, formerly known as 616 Constance Avenue, 620 Constance Avenue, 619 Nelson Street, 623 Nelson Street, and 1326 Miles Street in the Township of Esquimalt in the Province of British Columbia (**“BC”**), and legally described as:

031-206-379 Lot A, Suburban Lots 44 and 45, Esquimalt District, Plan EPP86051

(collectively, the **“Lands”**).

- C. The Township and the Owner entered into a Housing Agreement dated October 2, 2020, further to Bylaw No. 2981 with legal notation on title per CA8467560 (the "**Original Housing Agreement**").
- D. The Lands consist of a consolidated parcel which was formerly known under the following legal descriptions in the Original Housing Agreement:
- 000-713-465 Lot 95, Suburban Lot 44, Esquimalt District, Plan 2854
 - 000-819-832 Lot 4, Suburban Lot 44, Esquimalt District, Plan 3135
 - 006-393-608 Lot 84, Suburban Lots 44 and 45, Esquimalt District, Plan 2854
 - 006-278-647 Lot 3, Suburban Lot 44, Esquimalt District, Plan 3135
 - 006-375-723 Lot 96, Suburban Lot 44, Esquimalt District, Plan 2854
 - 006-375-693 Lot 85, Suburban Lot 44, Esquimalt District, Plan 2854
- E. The Owner and the Township wish to enter into this Amendment Agreement, as a Housing Agreement pursuant to Section 483 of the *LGA*, to secure the agreement of the Owner with respect to the matters noted herein (the "**Housing Agreement Amendment**"), the parties acknowledging that Notice of this Housing Agreement Amendment shall be placed on title to the Lands and shall be binding on future owners in accordance with *LGA* s.483(6).



NOW THIS AGREEMENT WITNESSES that pursuant to Section 483 of the *LGA*, and in consideration of the promises and covenants contained in this Housing Agreement, the parties agree each with the other as follows:

1. AMENDMENTS TO ORIGINAL HOUSING AGREEMENT

- 1.1. Schedule A of the Original Housing Agreement is deleted entirely and replaced with the Schedule A attached to this Housing Agreement Amendment.
- 1.2. Except as expressly hereby modified, all terms, covenants, conditions and provisos of the Original Housing Agreement shall continue in full force and effect and apply to this Housing Agreement Amendment.

2. PRIORITY AGREEMENT

The Existing Chargeholder, as the registered holder of a charge by way of Mortgage and Assignment of Rents against the Lands, which said charges are registered in the Land Title Office at Victoria, British Columbia, under numbers CA8114662 and CA8114663 respectively, for and in consideration of the sum of Ten Dollars (\$10.00) paid by the Township (the receipt and sufficiency of which is hereby acknowledged), agrees with the

Township that upon filing of a Notice with the Land Title Office that the Lands are subject to this Amendment Agreement, pursuant to Section 483(5) of the *Local Government Act*, this Agreement shall be an encumbrance upon the Lands in priority to the said charges in the same manner and to the same effect as if Notice had been filed prior to the said charges.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the day and year first above written.

TOWNSHIP OF ESQUIMALT

by its authorized signatories

Mayor

Chief Administrative Officer

1174489 B.C. LTD., Inc. No. BC01174489

by its authorized signatories

Name:

Name:

FISGARD CAPITAL CORPORATION

by its authorized signatories

R Dawn Pariz

Name: *R. DAWN PARIZ*

Name:



Rafer Strandlund
Commissioner for taking Affidavits
for British Columbia
Commission 2015-1020
Expires August 31, 2021
3378 Douglas Street
Victoria, BC V8Z 3L3



