

**THIS AGREEMENT** dated for reference the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**           **REGIONAL DISTRICT OF EAST KOOTENAY**  
19 – 24th Avenue South  
Cranbrook BC V1C 3H8

("the RDEK")

OF THE FIRST PART

**AND:**               **MORSETTE, JAMES**  
**MORSETTE, DEXTER**  
5885 Columbia Rd  
Edgewater, BC V0A 1E0

("the Owner")

OF THE SECOND PART

**WHEREAS**

- A. The Owner is the registered and beneficial owner of that parcel or tract of land and premises located within the Regional District of East Kootenay, in the Province of British Columbia, and more particularly known and described as:
- Lot 2, Block 6, District Lot 348, Kootenay District, Plan 1183 except part included in Plan NEP 19954 and NEP71382 (hereinafter called the "Lands")
- B. The Owner proposes to place a dwelling unit (the "Accessory Dwelling") on the Land pursuant to the provisions of section 4.15 of the RDEK's Bylaw No. 900 (the "Zoning Bylaw").
- C. One of the conditions of obtaining the consent of the RDEK for placement of the Accessory Dwelling on the Land pursuant to the Zoning Bylaw is the execution of this Agreement by the Owner pursuant to the provisions of Section 483 of the *Local Government Act*.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that pursuant to Section 483 of the *Local Government Act*, and in consideration of the premises and the mutual covenants and agreements contained herein and the sum of One (\$1.00) Dollar now paid to the Owner by the RDEK (the receipt and sufficiency whereof is hereby acknowledged), the parties hereto covenant and agree each with the other as follows:

1. **IN THIS AGREEMENT**, the following terms and phrases shall have the following definitions:
- (a) Care and Assistance means necessary health care and assistance required by a relative as certified in writing by a licensed physician.
- (b) Relative Requiring Care means a father, mother, father-in-law, mother-in-law, son, daughter, sister, brother, grandchild, grandparent, or great-grandparent requiring Care and Assistance.
- (c) Permanent Dwelling means a dwelling located on the Land prior to the placement of the Accessory Dwelling on the Land.

Initials – signing parties

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**2. THE OWNER COVENANTS AND AGREES** with the RDEK:

- (a) that the Accessory Dwelling situated on the Land shall only be used for the accommodation of :
  - (i) a Relative Requiring Care; or
  - (ii) the Owner, provided the Permanent Dwelling is occupied by a Relative Requiring Care; or
  - (iii) a relative who is providing Care and Assistance to the Owner who is a Relative Requiring Care residing in the Permanent Dwelling on the same parcel.
- (b) that the Accessory Dwelling shall be placed within six (6) months of the date of this Agreement.
- (c) that the Accessory Dwelling shall consist of a manufactured home up to 9 m in width including additions, placed on a non-permanent foundation;
- (d) that no person shall reside in the Accessory Dwelling until an Occupancy Permit has been issued by an RDEK Building Official;
- (e) that, within the first year of this agreement, the Owner will request a final inspection and complete all remaining items to receive final sign-off for the Accessory Dwelling from an RDEK Building Official;
- (f) that so long as the Accessory Dwelling is located on the Land, the Owner shall reside on the Land;
- (g) that upon request by the RDEK, prior to each annual anniversary date of this Agreement, and as long as the Accessory Dwelling is on the Lands, the Owners shall:
  - (i) swear a Statutory Declaration in a form set out in Appendix "A" hereto, declaring that the Accessory Dwelling or the Permanent Dwelling is being used to house a Relative Requiring Care or the relative who is providing Care and Assistance, and that the other dwelling(s) on the Land is(are) being used to house the Owner; and
  - (ii) immediately deliver such Statutory Declaration to the RDEK;
- (h) that the Owner will provide the RDEK with a Statutory Declaration in the form described in Section 2(g) hereof, at such additional times as the RDEK may request;
- (i) that at the request of the RDEK, the Owner shall provide the RDEK with a letter from a licensed physician confirming that the relative or the Owner requires Care and Assistance;
- (j) that if for any reason the Accessory Dwelling situated on the Land becomes in breach of the Zoning Bylaw or this Agreement, then the Owner shall remove the Accessory Dwelling from the Land within thirty (30) days of such breach;
- (k) that if for any reason the Owner breaches the Zoning Bylaw or this Agreement, then the Owner shall remove the Accessory Dwelling from the Land within thirty (30) days of such breach;
- (l) that if for any reason the Relative Requiring Care ceases to reside on the Land, then the Owner shall remove the Accessory Dwelling from the Land within thirty (30) days from the date the Relative Requiring Care ceases to reside on the Land;
- (m) that as security for the due and proper removal of the Accessory Dwelling from the Land in accordance with this Agreement, the Owner shall deposit with the RDEK, prior to the issuance of a building permit for the Accessory Dwelling, in the form of cash or an irrevocable bank letter of credit satisfactory to the RDEK, the sum of Three Thousand (\$3,000.00) Dollars (hereinafter called the "Security Deposit") which, if in the form of a letter of credit, shall be renewed annually at least 10 banking days prior to its expiry date;

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- (n) that if the Accessory Dwelling is not removed from the Land in accordance with this Agreement, within thirty (30) days from receiving notice in writing from the RDEK to do so, the RDEK may remove the Accessory Dwelling from the Land at the cost of the Owner and deduct from the Security Deposit the cost of such removal, including any shipping and storage costs, and the balance of the Security Deposit shall be returned to the Owner. If the Security Deposit is insufficient to cover the costs incurred by the RDEK for the removal, shipping or storage of the Accessory Dwelling, then the Owner shall pay such deficiency to the RDEK forthwith upon receipt of the RDEK's bill for same. It is understood that the RDEK may remove, ship or store the Accessory Dwelling either by itself or by contractors employed by the RDEK. If the Accessory Dwelling is removed from the Land by the Owner pursuant to this Agreement, the Security Deposit shall be returned to the Owner;
- (o) that if the Accessory Dwelling is removed by the RDEK pursuant to this Agreement and placed in storage and if the Owner has not reclaimed the existing Accessory Dwelling for the lawful disposition thereof within thirty (30) days from the removal of same from the Land, the RDEK may dispose of same without further notice to the Owner and the proceeds of disposition, less any costs incurred by the RDEK, shall be paid to the Owner;
- (p) to save harmless and indemnify the RDEK, its officers, invitees, licensees, employees, servants and agents harmless from and against all actions, causes of action, losses, damages, costs, claims, debts, injurious affection, and demands whatsoever and by any person, whether known or unknown, which has arisen or may arise out of or in any way due directly or indirectly to the granting or existence of this Agreement including:
- (i) any breach of any covenant or agreement on the part of the Owner contained in this Agreement or any steps taken by the RDEK to enforce this Agreement upon a breach by the Owner or to obtain redress in respect of any such breach; and
  - (ii) any injury to persons, including bodily injury and death or damage to or a loss of property on or about the Land;

but the covenant of indemnity given by the Owner shall not be applicable to the extent that the loss or damages were sustained as a direct result of the negligence of the RDEK;

- (q) that the Owner shall cooperate with the RDEK in having a Notice of this Agreement filed pursuant to Section 483 of the *Local Government Act* against title to the Land in the Kamloops Land Title Office; and
- (r) that the Owner hereby consents to the RDEK repealing the bylaw authorizing this Agreement pursuant to Section 483 of the *Local Government Act* at such time as the Relative Requiring Care no longer resides in the Accessory Dwelling or Permanent Dwelling.
3. **THE RDEK COVENANTS AND AGREES** with the Owner to permit the Owner to retain the Accessory Dwelling on the Land for so long as the Accessory Dwelling complies with all requirements of the Zoning Bylaw and with this Agreement.
4. **IT IS MUTUALLY UNDERSTOOD**, agreed and declared by and between the parties hereto that:
- (a) the RDEK has made no representations, covenants, warranties, guarantees, promises or agreements (oral or otherwise) with the Owner other than those contained in this Agreement;
  - (b) nothing contained or implied herein shall prejudice or affect the rights and powers of the RDEK in the exercise of its functions under any public and private statutes, bylaws, orders and regulations, all of which may be fully and effectively exercised in relation to the Land as if this Agreement had not been executed and delivered by the Owner;
  - (c) wherever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or the body corporate or politic where the context or the parties so require;

Initials – signing parties

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- (d) this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns;
- (e) the parties hereto shall do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement;
- (f) this Agreement shall be governed and construed in accordance with the laws of the Province of British Columbia; and
- (g) if any section, subsection, sentence, clause or phrase in this Agreement is for any reason held to be invalid by decision of a court of competent jurisdiction, the invalid portion shall be severed and the decision that it is invalid shall not affect the validity of the remainder of this agreement.

**IN WITNESS WHEREOF** this Agreement has been executed as of the day and year first above written.

SIGNED, SEALED AND DELIVERED )  
 by \_\_\_\_\_ in the )  
 presence of: )  
 )  
 \_\_\_\_\_ )  
 Witness )  
 )  
 \_\_\_\_\_ )  
 Name )  
 )  
 \_\_\_\_\_ )  
 Address )

\_\_\_\_\_  
James Morsette

\_\_\_\_\_  
Dexter Morsette

THE CORPORATE SEAL OF THE )  
 REGIONAL DISTRICT OF EAST )  
 KOOTENAY was hereunto affixed )  
 in the presence of: )  
 )  
 )  
 \_\_\_\_\_ )  
 Rob Gay, Chair )  
 )  
 )  
 \_\_\_\_\_ )  
 Tina Hlushak )  
 Corporate Officer )

C/S

<i>Initials – signing parties</i> _____ / _____
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APPENDIX "A"

CANADA  
PROVINCE OF  
BRITISH COLUMBIA

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)

IN THE MATTER OF HOUSING AGREEMENT  
NO. 49, 2022 BETWEEN JAMES MORSETTE  
AND DEXTER MORSETTE AND THE REGIONAL  
DISTRICT OF EAST KOOTENAY

TO WIT:

**Lot 2, Block 6, District Lot 348, Kootenay District, Plan 1183 except  
part included in Plan NEP 19954 and NEP71382  
(hereinafter called the "Lands")**

We, James and Dexter Morsette, of 5885 Columbia Rd, Edgewater, in the Province of British Columbia, do solemnly declare that:

- 1. We own the Land and permanently reside on the Land.
- 2. We intend to place dwelling unit that is manufactured home, up to 9 m in width including additions, on a non-permanent foundation (the "Accessory Dwelling").
- 3. Leo and Lillian Morsette will be the sole resident(s) and occupant(s) of the Accessory Dwelling.
- 4. Leo and Lillian Morsette are Relatives Requiring Care as that term is defined in the Regional District of East Kootenay Bylaw No. 900.

AND we make this solemn declaration, conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the "Canada Evidence Act".

DECLARED before me at \_\_\_\_\_ )  
in the Province of British Columbia, )  
this     day of                     , 2022 )

\_\_\_\_\_  
James Morsette

\_\_\_\_\_  
A Commissioner for taking Affidavits )  
for British Columbia )

\_\_\_\_\_  
Dexter Morsette

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Initials – signing parties  
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