



EXPLANATION

A By-law to amend the Zoning and Development By-law
Re: 7101-7201 Granville Street

After the public hearing on July 26, 27, and 28, 2011, on July 29, 2011, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 7101-7201 Granville Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
January 17, 2012

7101 - 7201 Granville Street

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-637 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. In this By-law:

“Entry Alcoves” mean covered exterior spaces enclosed with vertical walls on three sides and adjacent to an entryway.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (521).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (521), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Park or Playground;
- (b) Dwelling Uses, limited to One Family Dwelling, Multiple Conversion Dwelling existing on June 18, 1956, and Multiple Dwelling;
- (c) Retail Uses, limited to Neighbourhood Grocery Store, Retail Store, and Small-scale Pharmacy;
- (d) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, and Restaurant - Class 1; and
- (e) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

Conditions of use

- 4.1 All commercial uses must be carried on wholly within an enclosed building except for:
- (a) Restaurant - Class 1;
 - (b) parking and loading facilities; and
 - (c) display of flowers, plants, fruits and vegetables.
- 4.2 All multiple dwellings must include an outdoor space at least 37 m² in area, suitable for development as a children's play area.
- 4.3 Despite section 3.2, retail and service uses are only permitted within 50 m of the intersection of Granville Street and West 57th Avenue.

Density

- 5.1 Computation of floor area must assume that the site consists of 40 340 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.
- 5.2 The floor area for all uses combined must not exceed 1.60, except that floor area for dwelling uses must not exceed 1.58.
- 5.3 Computation of floor space ratio must include:
- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building; and
 - (b) stairways, fire escapes, elevator shafts, and other features, which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.
- 5.4 Computation of floor space ratio must exclude:
- (a) open residential balconies or sundecks, entry alcoves and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
 - (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;

- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit; and
- (f) residential amenity areas, including recreation facilities and meeting rooms, except that the exclusion must not exceed 1 858 m².

5.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided,
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%, and
 - (iii) enclosure of balcony floor area is limited to dwelling units located within 20 m of Granville Street.

5.6 The use of floor space excluded under section 5.4 or 5.5 must not include any purpose other than that which justified the exclusion.

Site coverage

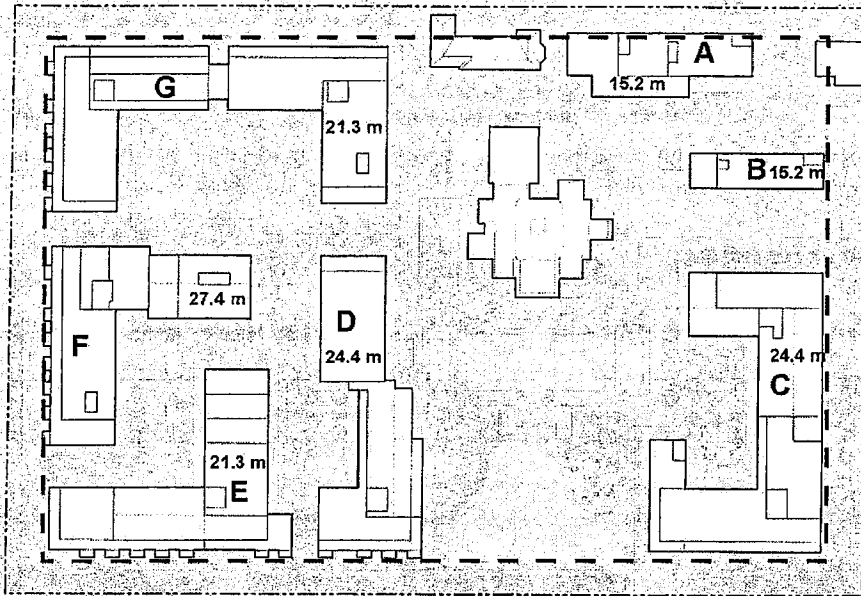
6.1 The maximum permitted site coverage for all buildings is 34% of the site area.

6.2 Site coverage must be calculated from the projected area of the outside of the outermost walls of all buildings, including carports and excluding steps, eaves, balconies and sundecks.

Building height

7.1 The buildings on the site are designated as blocks A, B, C, D, E, F, and G, as illustrated in Diagram 1.

Diagram 1



7.2 The building height, measured above base surface, must not exceed the following heights, as illustrated in Diagram 1:

- (a) 15.2 m in block A;
- (b) 15.2 m in block B;
- (c) 24.4 m in block C;
- (d) 24.4 m in block D;
- (e) 21.3 m in block E;
- (f) 27.4 m in block F; and
- (g) 21.3 m in block G.

Setbacks

9. Buildings at or above grade must be set back at least 9.1 m from all property lines, except for:

- (a) buildings existing at the time of enactment of this By-law; and
- (b) those portions of buildings in block A, which do not face residential development.

Parking, loading, and bicycle spaces

10. Any development or use of the site requires the provision and maintenance, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be at least:

- (a) 0.1 visitor parking space for each dwelling unit; and
- (b) eight Class A loading spaces on the site.

Horizontal angle of daylight

11.1 Each habitable room in buildings containing three or more dwelling units must have at least one window on an exterior wall of a building.

11.2 The location of each exterior window referred to in section 11.1 must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

11.3 Measurement of the plane or planes referred to in section 11.2 must be horizontally from the centre of the bottom of each window.

11.4 An obstruction referred to in section 11.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (521).

11.5 A habitable room referred to in section 11.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

11.6 The Director of Planning or the Development Permit Board may relax the requirements regarding horizontal angle of daylight, if he first considers the liveability of dwelling units and all applicable Council guidelines and policies, except that there must be a minimum unobstructed view of 6.1 m.

Vertical angle of daylight

12.1 Buildings over 10.7 m in height must not project above theoretical lines extending over the site from all points on a theoretical line extending vertically to a height of 12.2 m above the required yard and then inclining towards the site at an angle of 45 degrees to the horizontal.

12.2 The Director of Planning or the Development Permit Board may relax the requirements for vertical angle of daylight for a building adjacent to Granville Street, if he first considers all applicable Council policies and guidelines.

Acoustics

13. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

14. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

Force and effect

15. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:
 From **RS-6** to **CD-1**

Z-637 (b)

RZ - 7101-7201 Granville Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2011-06-24



EXPLANATION

2

**Noise Control By-law amending By-law No. 6555
Re: Housekeeping re: Event noise in Northeast False Creek**

On April 5, 2011, Council amended the Noise Control By-law to identify North East False Creek as an event zone and to extend daytime permitted noise limits in that zone. On December 13, 2011, Council added 10 Terry Fox Way and 777 Pacific Boulevard to the event zone. A housekeeping amendment is necessary to add a Schedule to the By-law, in which CD-1 zones which are added to the event zone can be listed for ease of reference. These housekeeping amendments will achieve Council's earlier resolutions.

Director of Legal Services
January 17, 2012

BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding the North East False Creek event zone**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Noise Control By-law.
2. In section 2, in the definition of "event zone", Council strikes out the words "that area described" and substitutes "those areas described in Schedule G and that portion of the city shown outlined".
3. In section 22, Council strikes out the words "and "E"", and substitutes "E", "F" and "G".
4. After Schedule F, Council adds:

"Schedule G

Event Zone

The following CD-1 Districts constitute part of the Event Zone:

CD-1#	By-law #	Approximate location
520	10409	10 Terry Fox Way
519	10411	777 Pacific Boulevard

5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk



EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 2305 -2325 West 7th Avenue**

After the public hearing on December 14, 2010, Council passed a resolution which included a provision that arrangements be made, to the satisfaction of the Director of Legal Services, to enter into a Housing Agreement for 2305 - 2325 West 7th Avenue, prior to enactment of the CD-1 By-law. The Housing Agreement was entered into on June 17, 2011. The CD-1 By-law was enacted on July 12, 2011. Enactment of the attached By-law will complete the process to implement the provision in Council's resolution regarding a Housing Agreement.

Director of Legal Services
January 17, 2012

2305 - 2325 West 7th Avenue

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2305 - 2325 West 7th Avenue**

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID: 028-617-975

Lot A, Block 282, District Lot 526, Group 1,
New Westminster District Plan BCP48533

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 8 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

Lot A Block 282 District Lot 526 Group 1 New Westminster
District Plan BCP _____

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO
INTEREST

Section 219 Covenant

Entire Instrument

Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA(Inc. No. S-0000036)

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, a municipal corporation, 453 West 12th Avenue, Vancouver, British
Columbia, V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	11			ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA by its authorized signatories: <hr/> Name: <hr/> Name: CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Yvonne Liljefors
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	11			

OFFICER CERTIFICATION: Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference May 25, 2011, shall be read as follows:

- (i) the Transferor, the Association of Neighbourhood Houses of British Columbia, is called the "Owner" as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner is a non-profit organization, and the Lands, after completion of the redevelopment contemplated by the Rezoning, will be used for social housing, as contemplated by section 523D(10)(d) of the *Vancouver Charter*;

D. The Owner has applied to rezone the Lands from RT-8 (two-family dwelling) to CD-1 (Comprehensive Development) (the "Rezoning") to enable construction of a four-storey mixed-use infill building connecting two heritage buildings, to be used for low income seniors housing and improved space for the facilities and programs of Kitsilano Neighbourhood House (the "Development"), and following a public hearing on December 14, 2010, the City's Council approved the Rezoning subject to a number of conditions, including that the Owner:

"Make arrangements to the satisfaction of the Director of Legal Services and the Managing Director of Social Development to enter into a Housing Agreement and Section 219 Covenant for 60 years or the life of the building, whichever is greater, in compliance with the exemption provisions for social housing in the Development Cost Levy Bylaw"; and

E. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

1. Definitions. In this Agreement the following terms have the definitions now given:

- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing recitals;

- (b) **"Building"** means all structures to be renovated or built on the Lands as contemplated by the Development Permit;
- (c) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (d) **"Development Permit"** means the development permit given by the City to enable the Development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (e) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (f) **"Dwelling Units"** means the residential units to be constructed in the Building as part of the Development, and **"Dwelling Unit"** means any one of them, and includes any and all dwelling units constructed in a replacement building on the Lands or that exist on the Lands from time to time;
- (g) **"Housing Income Limits"** means the income limits for subsidized housing, in Vancouver, set each year by the Canada Mortgage and Housing Corporation and/or the British Columbia Housing Management Commission or their successors in function;
- (h) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (i) **"Lands"** means the parcel described in Item 2 in the Form C attached hereto;
- (j) **"Low-Income Seniors Household"** means a single person or cohabiting couple at least one of whose members is over the age of 55 whose aggregate income is comprised only of basic Canada Pension Plan income (or income from a successor program) and Old Age Security income (or income from a successor program) and/or whose aggregate income is less than or equal to the applicable Housing Income Limits;
- (k) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees
- (l) **"Owner"** means the Association of Neighbourhood Houses of British Columbia, and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) **"Rental Housing"** means a dwelling unit which shall not be occupied by the registered or beneficial owner of the same, but which is made available by such

owner to the general public or to a specified group of individuals among the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (n) "Rezoning" is defined in Recital D;
- (o) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (p) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use and Subdivision. The Owner agrees that, throughout the Term:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) a non-profit organization, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter*, will at all times be and remain the registered and beneficial owner of the Lands;
- (c) the Dwelling Units will only be used for social housing, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter*, and the City acknowledges that if and so long as the Dwelling Units are owned and used as required by this Agreement, they will qualify as such "social housing";
- (d) all Dwelling Units will only be used for the purpose of providing Rental Housing to persons who are, at the time of taking up residency, members of Low-Income Seniors Households;
- (e) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Dwelling Unit to be sold or otherwise transferred unless title to every Dwelling Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner;
- (f) subject to section 3, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (g) that any sale of a Dwelling Unit in contravention of the covenant in section 2(e), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of

title or plan, as the case may be, at the Owner's expense;

- (h) it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (i) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council

3. Subdivision of Dwelling Units. Despite subsection 2(f),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected council and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands, by strata plan, air space plan or otherwise, that creates a single titled parcel including all of the Dwelling Units (in this section, "**Dwelling Unit Parcel**"); and
- (b) following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Dwelling Unit Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Dwelling Unit Parcel; provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Dwelling Units pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. Record Keeping. The Owner will keep accurate records pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner shall make these records

available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

5. Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

6. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

7. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Managing Director, Social Development Department

(b) If to the Owner:

Association of Neighbourhood Houses of British Columbia
2325 West 7th Avenue
Vancouver, British Columbia
V6K 1Y4

Attention: Executive Director, Kitsilano Neighbourhood House

and any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

or to such other address in Canada as either party may specify in writing to the other party in the

manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

8. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to sections 2(e), 2(f) and 3.

9. Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

10. Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

11. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

12. Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

13. Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

14. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

END OF DOCUMENT