

EXPLANATION**Heritage Designation By-law
Re: 458 East 10th Avenue
Housekeeping amendment to correct the legal description**

This housekeeping amendment to the designation by-law for 458 East 10th Avenue changes the legal description in the designation by-law to reflect the change in legal description resulting from the subdivision of the property, which occurred after the public hearing at which Council approved the original designation by-law.

Director of Legal Services
February 23, 2016

HC.

458 East 10th Avenue
Mason House

BY-LAW NO. _____

**A By-law to amend Heritage Designation By-law No. 11358
Re housekeeping amendment to legal description**

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

1. Council strikes out the legal description in the right hand column of section 1 of By-law No. 11358, and substitutes:

“PID: 029-684-391
LOT A
BLOCK 125
DISTRICT LOT 264A
GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP55921”

2. 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.

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

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**Heritage Revitalization By-law
Re: 458 East 10th Avenue
Housekeeping amendment to correct the legal description**

This housekeeping amendment to the heritage revitalization by-law for 458 East 10th Avenue removes the old heritage revitalization agreement and substitutes a new heritage revitalization agreement with terms that are identical to the earlier agreement, except for a change to the legal description of the property resulting from a subdivision of the property which occurred after the public hearing at which Council approved the original heritage revitalization agreement by-law. The change to the heritage revitalization agreement that necessitated this housekeeping amendment has been consented to by the owner in accordance with section 592(4) of the Vancouver Charter.

Director of Legal Services
February 23, 2016

He.

458 East 10th Avenue
Mason House

BY-LAW NO. _____

**A By-law to amend Heritage Revitalization Agreement
By-law No. 11359 regarding a housekeeping amendment
to correct the legal description in the heritage revitalization agreement**

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

1. In By-law 11359, Council strikes out the Heritage Revitalization Agreement dated September 8, 2015 and substitutes the Heritage Revitalization Agreement attached to this By-law as Schedule A and dated December 7, 2015.
2. 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.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule A

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 14 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Heidi Granger, Solicitor
 City of Vancouver
 453 West 12th Avenue
 Vancouver

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604.829.2001
 Matter number: 15-0765

Deduct L/TSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

029-684-391 LOT A BLOCK 125 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP55921

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

BRADFORD WEST DEVELOPMENTS LTD. (INCORPORATION NO. BC0893370)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

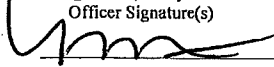
V5Y 1V4

CANADA

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)


MARY ANNE RICHTER
Barrister and Solicitor
 202 - 2445 WEST 41ST AVENUE
 VANCOUVER, BC V6M 2A5
 604-558-0588

Execution Date		
Y	M	D
15	12	7

Transferor(s) Signature(s)

BRADFORD WEST DEVELOPMENTS LTD. by its authorized signatory(ies):

Print Name:

MICHAEL BROCK

Print Name:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
15		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

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.

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 4

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge		Article 6

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the registered owner of the parcel of land at 458 East 10th Avenue in the City of Vancouver (the "Lands") which has the legal description shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. There is a building situated on the Lands, known as the "Solomon Mutch House", which is considered to be of heritage value (the "Heritage Building") and is listed in the Vancouver Heritage Register in the 'C' category.
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building;
 - (ii) retaining the Heritage Building as a Two-Family Dwelling; and
 - (iii) constructing a new Infill One-Family Dwelling at the rear of the Lands,
- and under development permit application No. DE419109 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, and accept the designation of the exterior of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City

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Heritage Revitalization Agreement - Solomon Mutch House
458 East 10th Avenue

for the rehabilitation and conservation of the Heritage Building as provided for hereunder;

- (c) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building, retain the Heritage Building as a Two-Family Dwelling and construct a new Infill One-Family Dwelling at the rear of the Lands pursuant to the DP Application.
- (d) **“Development Permit”** means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) **“Director of Planning”** means City’s Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (g) **“Heritage Building”** has the meaning given above in the introductory paragraphs herein;
- (h) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **“Heritage Designation”** means the City’s designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“Infill One-Family Dwelling”** has the meaning given under the *Zoning & Development By-law*;
- (k) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) **“New Building”** means the new Infill One-Family Dwelling contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (n) **“Owner”** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then **“Owner”** includes the strata corporation thereby created;

- (o) “rehabilitate” and “rehabilitation” mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (p) “Rehabilitation Work” has the meaning given below herein;
- (q) “Two-Family Dwelling” has the meaning given under the *Zoning & Development By-law*;
- (r) “*Vancouver Charter*” means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) “*Zoning & Development By-law*” means the City’s *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner’s expense, and to the satisfaction of the Director of Planning:
 - (i) within twenty-four (24) months after the later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or another agreed upon effective date to the satisfaction of the Director of Planning and the Director of Legal Services, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the “Rehabilitation Work”);
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;

- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;

- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;
- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will

indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

**ARTICLE 3
LETTER OF CREDIT**

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, one or both of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
 - (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
 - (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
 - (d) all legal requirements for occupancy of the Heritage Building or the New Building have been fulfilled;
 - (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
 - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to either the Heritage Building, the New Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
 - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
 - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
 - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
STATUTORY RIGHT OF WAY**

- 4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:
- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
 - (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

**ARTICLE 5
DEBTS OWED TO CITY**

- 5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:
- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and

- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 6
EQUITABLE CHARGE**

- 6.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.
- 6.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 7
BY-LAW VARIATIONS**

- 7.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
 - (a) Section 10.7.1(a) is varied so that steps are permitted in any side yard;
 - (b) Section 10.7.1(b) is varied so that the Director of Planning may permit eaves, gutters, sills and chimneys and other similar projections to project into any required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application; and
- 7.2 The RT-5, RT-5A, RT-5N and RT-5AN Districts Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
 - (a) Section 4.3.1 is varied to permit the Heritage Building to be four (4) storeys, which is the existing number of storeys, provided that it does not exceed 10.7 metres (35 feet) in height;
 - (b) Section 4.4.1 is varied so that a minimum front yard depth of 4.1 metres (13.6 feet) shall be provided;
 - (c) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 0.87 (approximately 333 m² (3,584 sq. ft.)).

**ARTICLE 8
SUBDIVISION**

- 8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
 - (b) subject to Section **Error! Reference source not found.** herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:
- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
 - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
 - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

**ARTICLE 9
NOTICES**

- 9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:
- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and
 - (b) if to the City:

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 10
GENERAL**

- 10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.4 **Waiver.** 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.
- 10.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

- 10.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 10.8 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 10.9 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 10.10 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 10.11 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.12 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3699 Marine Way**

Pursuant to development permit application DE418252, the Owner of 3699 Marine Way has applied to redevelop the Lands with two six-storey residential buildings, containing a total of 269 rental dwelling units, pursuant to the City's secured market rental housing policy and program known as Rental 100: Secured Market Rental Housing. The Director of Planning has conditionally approved such application subject to the condition that the Owner, among other matters, make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing all residential units as secured market Rental Housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, subject to such rentals being made available as market rental housing units at rates approved by the Chief Housing Officer and on such other terms and conditions as are satisfactory to the Director of Legal Service, and the Chief Housing Officer.

A Housing Agreement under the Rental 100 Program has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
February 23, 2016

HC.

3699 Marine Way

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3699 Marine Way**

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:

NO PID NMBR	Lot 50 District Lot 331 Group 1 New Westminster District Plan EPP58852
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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.

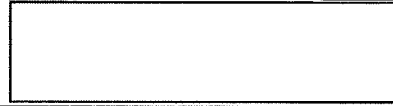
ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

**LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Michelle Stewart, Paralegal of Fasken Martineau DuMoulin LLP
Barristers & Solicitors
2900 - 550 Burrard Street
Vancouver BC V6C 0A3
 LTO Client No. 11565
 Matter No. 259808.01310/13625
 Telephone: 604 631 3131
 Parcel 43 - Housing (Rental) Agreement
 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
NO PID NMBR LOT 50 DL 331 GP 1 NWD PLAN EPP58852
 STC? YES
 Related Plan Number: **EPP58852**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

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
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
PARK LANE FRASER LANDS NORTH LTD. (INC. NO. BC0780024)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER V6C 0A3
 BRITISH COLUMBIA CANADA
 Incorporation No
 N/A

7. ADDITIONAL OR MODIFIED TERMS:
 None

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)

CHRISTA L. SCOWBY
 BARRISTER & SOLICITOR
 WESGROUP PROPERTIES
 #910-1055 DUNSMUIR ST
 VANCOUVER, B.C. V7X 1L3
 604-633-2886

Execution Date		
Y	M	D
16	02	09

Transferor(s) Signature(s)
PARK LANE FRASER LANDS
NORTH LTD. by its authorized
signatory(ies):

Beau Jarvis

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.

**LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED**

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
16		

CITY OF VANCOUVER by its
authorized signatory(ies):

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.

**LAND TITLE ACT
FORM E**

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Article 2

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Article 3

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Article 4

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF AGREEMENT - PART 2
RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT
3699 Marine Way

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, Park Lane Fraser Lands North Ltd., is called the "Owner"; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner has applied, pursuant to development permit application no. DE418252, to redevelop the Lands with two six storey residential buildings containing a total of 269 rental dwelling units, pursuant to the City's secured market rental housing policy and program known as Rental 100: Secured Market Rental Housing;
- D. The Director of Planning has conditionally approved such application subject to the condition that the Owner, among other matters:

"Make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing all residential units as secured market Rental Housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or life of the building, subject to the following additional conditions:

- (i) a no separate-sales covenant;
- (ii) a non-stratification covenant;
- (iii) that none of such units will be rented for less than one month at a time;
- (iv) that a portion of the residential units must have two or more bedrooms and be designed to meet requirements under the East Fraser Lands Official Development Plan (35.1.e) and the City's "High Density Housing for Families with Children Guidelines";
- (v) that a rent roll must be provided by the Owner which indicates the agreed initial monthly rents for each rental unit when the Housing Agreement is entered into;
- (vi) that the average initial starting monthly rents for each unit type will be at or below the following proposed starting rents, subject to any increases allowed by the Vancouver Development Cost Levy By-law (the "DCL By-law"):

Unit Type	Proposed Average Starting Rents
1-bedroom	\$1,523
2-bedroom	\$1,944
3-bedroom	\$2,307

- (vii) that the Owner covenants to, prior to issuance of an Occupancy Permit, submit a finalized Rent Roll to the satisfaction of the Chief Housing Officer and the Director of Legal Services that reflects the agreed initial monthly rents as of occupancy, allowing rents to be increased annually from the time of Development Permit issuance to Occupancy Permit issuance, on either a per unit or a per square foot basis; and
- (viii) on such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may in their sole discretion require"; and

E. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the buildings thereon:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
 - (c) "Chief Housing Officer" means the chief administrator from time to time of the Housing Policy and Projects Department and his/her successors in function and their respective nominees;
 - (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
 - (e) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
 - (f) "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;

- (g) "DCL By-law" has the meaning ascribed in Recital D;
- (h) "Development Permit" means the development permit issued by the City authorizing the development of the Lands pursuant to development permit application no. DE418252;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (l) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units, and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (m) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) "New Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) "Owner" means the registered owner of the Lands as of the Effective Date, namely Park Lane Fraser Lands North Ltd., and its successors and permitted assigns;
- (s) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(c);

- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) **"Owner's Personnel"** means any and all of the directors, officers, employees, agents, nominees, contractors and subcontractors of the Owner;
- (v) **"Rental Housing"** means a residential unit which is not occupied by the Owner of the same, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis 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;
- (w) **"Substantial Destruction"** means any damage to any New Building which is not capable of being substantially repaired within 180 days of the occurrence of such damage;
- (x) **"Term"** means the term of this Agreement, which will commence on the Effective Date and, subject to Section 2.1(m), will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Buildings; or
 - (ii) the date as of which any New Building is demolished or Substantially Destroyed;
- (y) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55; and
- (z) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 **Interpretation.** In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) **References.** References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 USE OF LANDS AND NEW BUILDINGS

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Buildings, that, during the Term:
 - (a) the Lands and the New Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish the New Buildings containing 269 Dwelling Units and related amenity and parking spaces, in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all Dwelling Units will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if any New Building is Substantially Destroyed or demolished before the end of the Term, then, subject to Section 2.1(m), any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
 - (d) not less than 56.1% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have two or more bedrooms and not less than 5.6% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have three or more bedrooms in accordance with the requirements in the East Fraser Lands Official

Development Plan, and such units will be designed to meet the City's "High Density Housing for Families with Children Guidelines";

- (e) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
- (f) 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 of the Dwelling Units (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units (or each Replacement Dwelling Unit, as applicable) contained within a New Building is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
- (g) it will not suffer, cause or permit, the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan except a subdivision, by air space parcel plan, to create two parcels, each containing one of the New Buildings;
- (h) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), 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;
- (i) it will keep and maintain the New Buildings (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted;
- (j) if the New Buildings or any part thereof are damaged, it 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 subject to Section 2.1(m);
- (k) it will insure the New Buildings (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A; however such rents may be escalated annually as permitted by the DCL By-law, from the time of Development Permit issuance to Occupancy Permit issuance; and
- (m) in the event of the Substantial Destruction or demolition of any New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, which Substantial Destruction or demolition was not caused by any act or omission of the Owner, the Owner may request that the City consider exempting the applicable New Building from the requirements of this Agreement and request termination of this Agreement. The City will review and consider the Owner's request in

accordance with the City's then-current public policy objectives and By-laws, including the DCL By-law and any replacement thereto and will determine the application of the terms of this Agreement to the New Buildings within a reasonable period of time after such request. If the City does not permit termination of this Agreement, then the Owner will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Buildings pursuant to this Agreement for the duration of the Term.

**ARTICLE 3
BUILDING PERMIT RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Buildings, that:
- (a) the Lands and the New Buildings will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Chief Housing Officer confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable under the DCL By-law to For-Profit Affordable Rental Housing when the Building Permit is issued; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Buildings, that:
- (a) the Lands and the New Buildings will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Buildings and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Chief Housing Officer:
 - (A) a rent roll confirming the rents to be charged to the first occupants

of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing; and

- (B) proof of the insurance required to be taken out pursuant to Section 2.1(k);
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of any New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Dwelling Units (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Chief Housing Officer. At the request of the Chief Housing Officer, from time to time, the Owner will:
- (a) make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (iii) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Buildings;
 - B. withholding any permit pursuant to this Agreement; or

- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (iv) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.
- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in

connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- (b) Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

7.1 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, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. 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 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.

If to the City, addressed to:

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

Attention: Chief Housing Officer, with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

Park Lane Fraser Lands North Ltd.
Suite 910, 1055 Dunsmuir Street
P.O. Box 49287
Vancouver, BC V7X 1L3

Attention: General Counsel

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.

**ARTICLE 8
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.3 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 will be entitled to court costs on a solicitor and own client basis.
- 8.4 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.
- 8.5 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*, 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 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.
- 8.7 Further Assurances. Each party will 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.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or any New Building or any part thereof (other than the transfer

of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption or acknowledgement agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.10 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.

SCHEDULE A - RENT ROLL



Secured Market Rental Projects Requesting a DCL Waiver

Instructions

Projects requesting a DCL waiver are required to provide a rent roll indicating the proposed starting rents during the rezoning application. Staff will evaluate the rent roll to ensure the proposed project meets the requirements under the DCL By-laws. This information will be summarized in the rezoning Council Report and included in the Housing Agreement.

Applicants are asked to update and confirm their rent roll during Building Permit (when DCLs are waived) and prior to issuance of occupancy permit. Once a project is approved (e.g. at public hearing for rezonings) the proposed starting rents can be increased during the period of construction by the allowable increases under the Residential Tenancy Act until occupancy. For more information, please refer to:

www2.gov.bc.ca/gov/topic.page?pid=539D67CD1FE548858B3732CFC299C406

Project Address:	3688 & 3618 Sawmill Crescent	
Date:	2016/01/08	Submitted by: Evan Allegretto
	(YYYY/MM/DD)	

STAGE IN PROCESS		
<input checked="" type="checkbox"/> Housing Agreement	<input type="checkbox"/> Building Permit	<input type="checkbox"/> Occupancy Permit
<input type="checkbox"/> Application & Submitting	<input type="checkbox"/> Public Hearing	

RENT ROLL

Address	Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)	Rate/sf
3688 Sawmill	101	2 BD - Bb	\$1,925	784	\$2.46
3688 Sawmill	102	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	103	2 BD - Ba	\$1,925	807	\$2.39
3688 Sawmill	104	1 BD - A	\$1,525	510	\$2.99
3688 Sawmill	105	2 BD - Bc	\$1,925	773	\$2.49
3688 Sawmill	106	2 BD - B2	\$2,125	892	\$2.38
3688 Sawmill	107	2 BD - B2	\$2,100	892	\$2.35
3688 Sawmill	108	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	109	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	110	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	111	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	112	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	113	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	114	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	115	2 BD - B2a	\$1,900	893	\$2.13
3688 Sawmill	116	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	117	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	118	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	119	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	120	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	121	2 BD - B7	\$1,900	872	\$2.18
3688 Sawmill	122	2 BD - B5	\$1,925	765	\$2.52
3688 Sawmill	123	1 BD - A3a	\$1,525	488	\$3.13
3688 Sawmill	124	2BD - B	\$1,925	778	\$2.47
3688 Sawmill	125	2 BD - B1	\$1,925	732	\$2.63
3688 Sawmill	201	2 BD - Bb	\$1,925	784	\$2.46



3688 Sawmill	202	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	203	2 BD - Ba	\$1,925	807	\$2.39
3688 Sawmill	204	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	205	2 BD - Bc	\$1,900	773	\$2.46
3688 Sawmill	206	2 BD - B4	\$2,125	928	\$2.29
3688 Sawmill	207	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	208	2 BD - B	\$2,100	778	\$2.70
3688 Sawmill	209	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	210	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	211	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	212	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	213	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	214	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	215	2 BD - B2a	\$1,900	903	\$2.10
3688 Sawmill	216	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	217	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	218	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	219	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	220	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	221	2 BD - B7	\$1,900	872	\$2.18
3688 Sawmill	222	2 BD - B2	\$1,900	892	\$2.13
3688 Sawmill	223	1 BD - A3	\$1,500	625	\$2.40
3688 Sawmill	224	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	225	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	226	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	301	2 BD - Bb	\$1,925	784	\$2.46
3688 Sawmill	302	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	303	2 BD - Ba	\$1,925	807	\$2.39
3688 Sawmill	304	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	305	2 BD - Bc	\$1,900	773	\$2.46
3688 Sawmill	306	2 BD - B4	\$2,125	928	\$2.29
3688 Sawmill	307	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	308	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	309	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	310	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	311	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	312	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	313	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	314	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	315	2 BD - B2a	\$1,900	913	\$2.08
3688 Sawmill	316	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	317	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	318	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	319	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	320	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	321	2 BD - B7	\$1,900	872	\$2.18
3688 Sawmill	322	2 BD - B2	\$1,900	892	\$2.13
3688 Sawmill	323	1 BD - A3	\$1,500	625	\$2.40
3688 Sawmill	324	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	325	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	326	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	401	2 BD - Bb	\$1,925	784	\$2.46



3688 Sawmill	402	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	403	2 BD - Ba	\$1,925	807	\$2.39
3688 Sawmill	404	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	405	2 BD - Bc	\$2,125	773	\$2.75
3688 Sawmill	406	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	407	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	408	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	409	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	410	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	411	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	412	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	413	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	414	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	415	2 BD - B2a	\$1,900	923	\$2.06
3688 Sawmill	416	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	417	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	418	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	419	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	420	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	421	2 BD - B7	\$1,900	872	\$2.18
3688 Sawmill	422	2 BD - B2	\$1,900	892	\$2.13
3688 Sawmill	423	1 BD - A3	\$1,500	625	\$2.40
3688 Sawmill	424	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	425	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	426	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	501	2 BD - Bb	\$1,925	784	\$2.46
3688 Sawmill	502	2 BD - B	\$1,925	778	\$2.47
3688 Sawmill	503	2 BD - Ba	\$1,925	807	\$2.39
3688 Sawmill	504	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	505	2 BD - Bc	\$1,900	773	\$2.46
3688 Sawmill	506	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	507	2 BD - B4	\$2,100	928	\$2.26
3688 Sawmill	508	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	509	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	510	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	511	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	512	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	513	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	514	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	515	2 BD - B2a	\$1,900	932	\$2.04
3688 Sawmill	516	2 BD - B	\$1,500	778	\$1.93
3688 Sawmill	517	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	518	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	519	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	520	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	521	2 BD - B7	\$1,900	872	\$2.18
3688 Sawmill	522	2 BD - B2	\$1,900	892	\$2.13
3688 Sawmill	523	1 BD - A3	\$1,500	625	\$2.40
3688 Sawmill	524	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	525	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	526	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	601	2 BD - Bb	\$2,025	784	\$2.58



3688 Sawmill	602	2 BD - B	\$2,025	778	\$2.60
3688 Sawmill	603	2 BD - Ba	\$2,025	807	\$2.51
3688 Sawmill	604	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	605	2 BD - Bc	\$2,000	773	\$2.59
3688 Sawmill	606	2 BD - B4	\$2,200	928	\$2.37
3688 Sawmill	607	1 BD - A4	\$2,200	636	\$3.46
3688 Sawmill	608	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	609	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	610	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	611	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	612	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	613	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	614	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	615	2 BD - B2a	\$2,000	943	\$2.12
3688 Sawmill	616	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	617	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	618	1 BD - Aa	\$1,600	527	\$3.04
3688 Sawmill	619	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	620	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	621	1 BD - A6	\$1,350	546	\$2.47
3688 Sawmill	622	2 BD - B2	\$2,000	892	\$2.24
3688 Sawmill	623	1 BD - A3	\$1,600	625	\$2.56
3688 Sawmill	624	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	625	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	626	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	101	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	102	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	103	2 BD - B2b	\$1,900	880	\$2.16
3618 Sawmill	104	2 BD - B7a	\$1,925	899	\$2.14
3618 Sawmill	105	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	106	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	107	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	108	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	109	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	110	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	111	1 BD - Ab	\$1,525	505	\$3.02
3618 Sawmill	112	1 BD - Aa	\$1,525	527	\$2.89
3618 Sawmill	113	1 BD - A3a	\$1,500	488	\$3.07
3618 Sawmill	114	3 BD - C	\$2,300	975	\$2.36
3618 Sawmill	115	2 BD - B6	\$1,900	841	\$2.26
3618 Sawmill	116	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	117	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	118	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	119	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	201	2 BD - Ba	\$1,900	807	\$2.35
3618 Sawmill	202	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	203	2 BD - B2b	\$1,900	880	\$2.16
3618 Sawmill	204	2 BD - B7a	\$1,900	909	\$2.09
3618 Sawmill	205	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	206	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	207	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	208	1 BD - A	\$1,525	510	\$2.99



3618 Sawmill	209	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	210	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	211	1 BD - Ab	\$1,525	504	\$3.03
3618 Sawmill	212	1 BD - Aa	\$1,525	527	\$2.89
3618 Sawmill	213	1 BD - A3	\$1,500	625	\$2.40
3618 Sawmill	214	3 BD - C	\$2,300	975	\$2.36
3618 Sawmill	215	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	216	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	217	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	218	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	219	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	301	2 BD - Ba	\$1,900	807	\$2.35
3618 Sawmill	302	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	303	2 BD - B2b	\$1,900	880	\$2.16
3618 Sawmill	304	2 BD - B7a	\$1,900	920	\$2.07
3618 Sawmill	305	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	306	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	307	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	308	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	309	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	310	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	311	1 BD - Ab	\$1,525	504	\$3.03
3618 Sawmill	312	1 BD - Aa	\$1,525	527	\$2.89
3618 Sawmill	313	1 BD - A3	\$1,500	625	\$2.40
3618 Sawmill	314	3 BD - C	\$2,300	975	\$2.36
3618 Sawmill	315	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	316	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	317	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	318	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	319	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	401	2 BD - Ba	\$1,900	807	\$2.35
3618 Sawmill	402	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	403	2 BD - B2b	\$1,900	880	\$2.16
3618 Sawmill	404	2 BD - B7a	\$1,900	931	\$2.04
3618 Sawmill	405	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	406	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	407	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	408	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	409	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	410	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	411	1 BD - Ab	\$1,525	504	\$3.03
3618 Sawmill	412	1 BD - Aa	\$1,525	527	\$2.89
3618 Sawmill	413	1 BD - A3	\$1,500	625	\$2.40
3618 Sawmill	414	3 BD - C	\$2,300	975	\$2.36
3618 Sawmill	415	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	416	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	417	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	418	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	419	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	501	2 BD - Ba	\$1,900	807	\$2.35
3618 Sawmill	502	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	503	2 BD - B2b	\$1,900	880	\$2.16



3618 Sawmill	504	2 BD - B7a	\$1,900	942	\$2.02
3618 Sawmill	505	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	506	2 BD - B	\$1,925	778	\$2.47
3618 Sawmill	507	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	508	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	509	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	510	1 BD - A	\$1,525	510	\$2.99
3618 Sawmill	511	1 BD - Ab	\$1,525	504	\$3.03
3618 Sawmill	512	1 BD - Aa	\$1,525	527	\$2.89
3618 Sawmill	513	1 BD - A3	\$1,500	625	\$2.40
3618 Sawmill	514	3 BD - C	\$2,300	975	\$2.36
3618 Sawmill	515	3 BD - Ca	\$2,300	1014	\$2.27
3618 Sawmill	516	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	517	1 BD - A	\$1,500	510	\$2.94
3618 Sawmill	518	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	519	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	601	2 BD - Ba	\$2,000	807	\$2.48
3618 Sawmill	602	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	603	2 BD - B2b	\$2,000	880	\$2.27
3618 Sawmill	604	2 BD - B7a	\$2,000	952	\$2.10
3618 Sawmill	605	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	606	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	607	1 BD - A1	\$1,600	540	\$2.96
3618 Sawmill	608	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	609	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	610	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	611	1 BD - Ab	\$1,600	504	\$3.17
3618 Sawmill	612	1 BD - Aa	\$1,600	527	\$3.04
3618 Sawmill	613	1 BD - A3	\$1,600	625	\$2.56
3618 Sawmill	614	3 BD - C	\$2,400	975	\$2.46
3618 Sawmill	615	1 BD - A5	\$1,625	652	\$2.49
3618 Sawmill	616	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	617	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	618	1 BD - Ac	\$1,625	513	\$3.17
3618 Sawmill	619	2 BD - B	\$2,000	778	\$2.57
Total	269		\$478,675	187,874	\$2.55

[Click to insert New Row](#)

Project Summary

	Total #	Average Starting Monthly Rent	Average Unit Size	Rate/sf
Studio	-	\$0	-	\$0.00
1-bed	118	\$1,523	525	\$2.90
2-bed	136	\$1,944	809	\$2.40
3-bed	15	\$2,307	998	\$2.31
Project Total	269	\$1,779	698	\$2.55

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 6929-6969 Cambie Street
and 515 West 54th Avenue**

After the public hearing on September 17, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 zoning district for 6929-6969 Cambie Street and 515 West 54th Avenue. 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
February 23, 2016

116.

6929-6969 Cambie Street
and 515 West 54th Avenue

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-694 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (623).

2.2 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 (623), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of use

3. The design and layout of at least 25% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms; and
 - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor area must assume that the site consists of 2,896.5 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.60.

4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks 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 such exclusions must not exceed 12% of permitted floor area;
- (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; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area for that unit.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.6 The use of floor area excluded under section 4.4 or 4.5 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 22.3 m.

Horizontal angle of daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window 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.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

6.5 An obstruction referred to in section 6.2 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 (623).

6.6 A habitable room referred to in section 6.1 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.

Acoustics

7. 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

8. 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

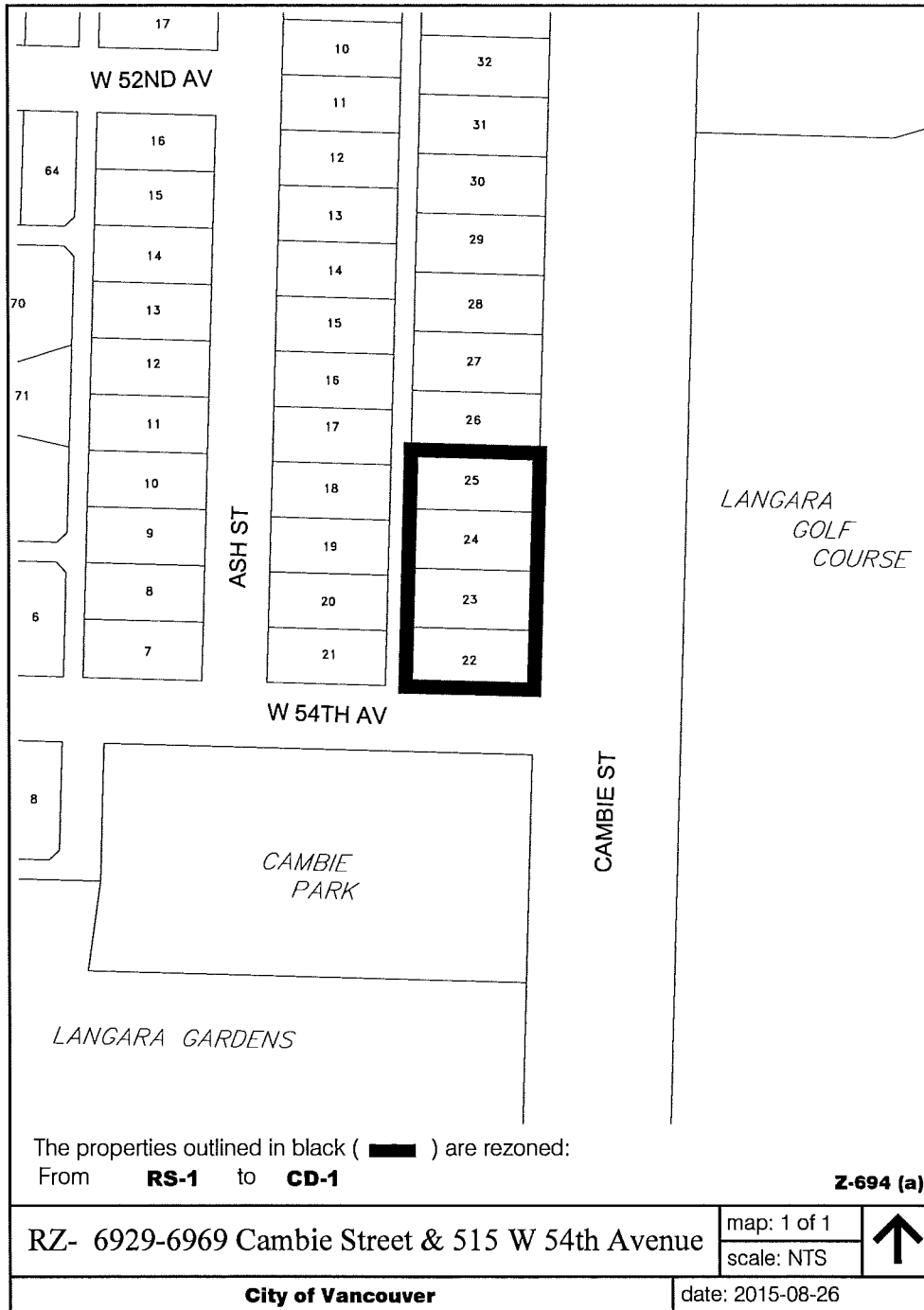
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2016

Mayor

City Clerk

Schedule A



EXPLANATION

**Ticket Offences By-law amending By-law No. 9360
Re: Certain offences under the Solid Waste By-law
and the Street and Traffic By-law**

On February 3, 2016, Council approved proposed amendments to the Ticket Offences By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
February 23, 2016

HC.

BY-LAW NO. _____

**A By-law to amend Ticket Offences By-law No. 9360
regarding certain offences under the Solid Waste By-law
and the Street and Traffic By-law**

The Council of the City of Vancouver, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of the Ticket Offences By-law, No. 9360.
2. Council strikes Table 5.2 and replaces it as follows:

**“Table 5.2
Street and Traffic By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer or Police Officer	Failure to remove snow or ice from sidewalk	s. 76	\$250.00
	Deposit refuse on street	s. 84(1)	\$100.00
	Vehicle used to deposit refuse on street	s. 84(2)	\$100.00
	Fail to clean spilled load	s. 99(1)(b)	\$250.00
	Load not secured	s. 99(2)(a)	\$250.00

3. Council strikes Table 9 and replaces it as follows:

**“Table 9
Solid Waste By-Law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer or Chief License Inspector	Garbage cart cannot close	s. 4.2(5)(e)	\$100.00
	Garbage cart overflow	s. 4.2(5)(g)	\$100.00
	Dispose of garbage in unauthorized cart	s. 4.2(5)(i)	\$100.00
	Non-recyclables in public receptacle	s. 5.9	\$100.00
	No recycling program	s. 5.12(1)	\$100.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	(non-residence)		
	Dispose contrary to recycling program (non-residence)	s. 5.12(2)	\$100.00
	No recycling program (residence)	s. 5.13(1)	\$100.00
	Dispose contrary to recycling program (residence)	s. 5.13(2)	\$100.00
	Fail to provide recycling plan	s. 5.14(1)	\$100.00
	Non-compliant recycling plan	s. 5.14(2)	\$100.00
	Non organics in green cart	s. 6.6(b)	\$100.00
	Green cart cannot close	s. 6.6(f)	\$100.00
	No organic plan (non-residence)	s. 6.7A.1(1)	\$100.00
	Dispose contrary to organic plan (non-residence)	s. 6.7A.1(2)	\$100.00
	No organic plan (residence)	s. 6.7A.2(1)	\$100.00
	Dispose contrary to plan (residence)	s. 6.7A.2(2)	\$100.00
	Fail to provide organics plan	s. 6.7A.3(1)	\$100.00
	Non-compliant organics plan	s. 6.7A.3(2)	\$100.00
	Prohibited material in garbage	s. 7.4	\$100.00
	Garbage in public receptacle	s. 8.8	\$100.00
	Waste in public receptacle	s. 8.9	\$100.00
	Unlawful waste in private container	s. 9.1(1)	\$100.00
	Container unclean	s. 9.1(2)(a)	\$100.00
	Container overflow	s. 9.1(2)(b)	\$100.00
	Container unlocked	s. 9.1(2)(c)	\$100.00
	Fail to display address	s. 9.1(2)(d)	\$100.00

EXPLANATION**Solid Waste By-law No. 8417
amending By-law regarding
enforcement and diversion of waste**

On February 3, 2016, Council approved proposed amendments to the Solid Waste By-law to improve enforcement and enhance waste diversion. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 23, 2016

HG.

BY-LAW NO. _____

**A By-law to amend
Solid Waste By-law No. 8417 regarding
enforcement and diversion of waste**

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

1. This By-law amends the indicated provisions of the Solid Waste By-law No. 8417.
2. Council adds to section 2, the following definitions in correct alphabetical order:

“non-residential recyclable materials” means all materials listed in Schedules G and H of this By-law,”

“non-residential recyclable materials diversion program” means a program to divert non-residential recyclable material from disposal at a landfill or incinerator site, and includes:

- (a) producing no non-residential recyclable materials;
- (b) use of a licensed hauler who lawfully brings the non-residential recyclable material to a Material Recovery Facility or otherwise disposes of the non-residential recyclables in accordance with this By-law; and
- (c) disposing of the non-residential recyclable materials directly at an approved private or public recycling facility in accordance with this By-law; or
- (d) any combination of the above,”

“public garbage receptacle” means any garbage receptacle placed in a public place by the City or another public body,”

“public recycling receptacle” means any recycling receptacle placed in a public place by the City or another public body,”

“private container” means a solid waste container used by a private contractor in the course of business,”

“private contractor” means a provider of private solid waste services,”

“residential recyclable materials” means all materials listed in Schedules C and G to this By-law,” and

“residential recyclable materials diversion program” means a program to divert residential recyclable material from disposal at a landfill or incinerator site, and includes:

- (a) producing no residential recyclable materials;
 - (b) use of the City’s recycling services;
 - (c) use of a licensed hauler who lawfully brings the material to a Material Recovery Facility or otherwise disposes of the residential recyclables in accordance with this By-law; and
 - (d) disposing of the residential recyclable materials directly at an approved private or public recycling facility in accordance with this By-law; or
 - (e) any combination of the above,”
3. Council replaces the definition of “yard waste” in section 2 with the following:
- ““yard waste” includes vegetative trimmings from flowers, house plants, yards, or other landscaped areas consisting only of leaves, grass clipping, plants, small brush, hedge clippings, Christmas Trees, small limbs and dry seed pods.”
4. Council strikes the definition of “food waste diversion plan” in section 2.
5. Council inserts a new definition of “organic waste diversion plan” in section 2 in correct alphabetical order as follows:
- ““organic waste diversion plan” means a plan describing the methods to be used to divert food waste, yard waste and clean wood waste from disposal at a landfill or incinerator site, and includes:
- (a) producing no food waste, yard waste or clean wood waste;
 - (b) use of the City’s green cart service;
 - (c) use of a licensed hauler who lawfully brings the material to a Material Recovery Facility or otherwise disposes of the food waste, yard waste or clean wood waste in accordance with this By-law;
 - (d) composting or anaerobic digestion; and
 - (e) dropping off material directly at an approved private facility or at a regional disposal facility in accordance with this By-law; or
 - (f) any combination of the above,”
6. Council strikes the words “food waste diversion plan” everywhere they occur in the by-law, and replace them with “organic waste diversion plan”.
7. Council adds to section 3.1, the following as 3.1(6):
- “(6) The City Engineer may stipulate the materials that are unsuitable and prohibited from any receptacles or other containers used in the provision of any service under this By-law”.

8. Council strikes 4.2(5) (e), (f), (g) and (h) and replaces them with the following:
- “(e) must not cause, permit, suffer or allow a garbage cart to be filled so that the cover cannot be completely closed;
 - (f) must not cause, permit, suffer or allow a garbage cart to be filled so that the contents cannot be completely emptied;
 - (g) must not cause, permit, suffer or allow the contents to overflow, fall out of or leak from a garbage cart;
 - (h) must return a garbage cart to the city upon request; and
 - (i) must not cause, permit, suffer or allow any garbage produced or resulting from their property to be deposited into a garbage cart located on any other property unless the owner or occupier:
 - i. has the permission of the owner or occupier of the real property where a different garbage container is located; or
 - ii. otherwise directly disposes of the garbage generated on their property at a transfer station in accordance with this by-law.”

9. Council inserts after section 5.8, the following sections as 5.9, 5.10, 5.11, 5.12, 5.13, 5.14 and 5.15:

5.9 Public recycling containers

No person shall deposit into a public recycling receptacle anything other than the recyclable materials set out in Schedule C that are stipulated on the receptacle by the City Engineer.

5.10 Residential recyclable materials

Every owner or occupier of residential premises where residential recyclable materials are produced or results must not cause, permit, suffer or allow that recyclable material to be unlawfully disposed of:

- (1) at a landfill site;
- (2) at an incinerator; or
- (3) in a garbage can or commercial-size garbage container, unless the contents of the garbage can or commercial-size garbage container will be lawfully disposed of by a licensed hauler.

5.11 Non-residential recyclable materials

Every owner or occupier of non-residential premises where non-residential recyclable materials are produced or results must not cause,

permit, suffer or allow the non-residential recyclable material to be unlawfully disposed of:

- (1) at a landfill site;
- (2) at an incinerator; or
- (3) in a garbage can or commercial-size garbage container, unless the contents of the garbage can or commercial-size garbage container will be lawfully disposed of by a licensed hauler.

Recyclable Material Diversion Programs

- 5.12 (1) Every owner or occupier of non-residential property where non-residential recyclable material is produced or results must have a non-residential recyclable materials diversion program for non-residential recyclable materials produced or resulting on the property.
- (2) Every owner or occupier of non-residential property where non-residential recyclable material is produced or results must not cause, permit, suffer or allow the non-residential recyclable material to be disposed in any manner other than in accordance with their non-residential recyclable materials diversion program.
- (3) If the owner or occupier of non-residential property required to have a non-residential recyclable material diversion program under s. 5.12 (1) is a member of a strata corporation, then members of the associated strata corporation may develop a common non-residential recyclable materials diversion program.
- 5.13 (1) Every owner or occupier of residential property must have a residential recyclable materials diversion program for residential recyclable materials produced or resulting on the property.
- (2) Every owner or occupier of residential property must not cause, permit, suffer or allow any residential recyclable material produced or resulting on the property to be disposed in any manner other than in accordance with their residential recyclable materials diversion program.
- (3) If the owner or occupier of residential property required to have a residential recyclable materials diversion program plan under s. 5.13(1) is a member of a strata corporation, then members of the associated strata corporation may develop a common residential recyclable materials diversion program.
- (4) If the owner or occupier of residential property required to have a residential recyclable materials diversion program under s. 5.13(1) is the owner or occupier of a rental apartment, then the owner of the rental apartment may develop a common

residential recyclable materials diversion program for all occupants.

- 5.14 (1) Any owner or occupier of premises or property required to have a residential or non-residential recyclable materials diversion program by this By-law must provide details of the recyclable materials diversion program to the City Engineer within 7 days of being requested, in writing, to do so.
- (2) If requested to provide details of a residential or non-residential recyclable materials diversion program under section 5.14 (1), the owner or occupier must provide the details of the recyclable materials diversion program that complies with this By-law to the City Engineer.”
- 5.15 Any owner or occupier of premises or property, other than a one family dwelling, required to have a residential or non-residential recyclable materials diversion program by this By-law, or a strata corporation that adopts a common recyclable materials diversion program, must:
- (a) provide to new residents and new occupants, and at least annually to all existing residents or occupants, written information on recyclable materials disposal practices for any such waste produced on the premises; and
- (b) post information regarding the recyclable materials disposal practices for any such waste produced on the premises.”

10. Council strikes 6.6(f) and (g) and replaces them with the following:

- “(f) must not cause, permit, suffer or allow a green cart to be filled so that the cover cannot be completely closed;
- (g) must not cause, permit, suffer or allow a green cart to be filled so that the contents cannot be completely emptied;”

11. Council strikes 6.7 and replaces it with the following:

- “6.7 Every owner or occupier of premises where food waste, yard waste, or clean wood waste is produced or results must not cause, permit, suffer or allow that food waste, yard waste, or clean wood waste to be unlawfully disposed of:
- (a) at a landfill site;
- (b) at an incinerator; or
- (c) in a garbage can or commercial-size garbage container, unless the contents of the garbage can or commercial-size garbage container will be lawfully disposed of by a licenced hauler.”

12. Council strikes s.6.7A.1 (1) and (2) and replaces them with:
- “6.7A.1 (1) Every owner or occupier of a non-residential property where food waste, yard waste, or clean wood waste is produced must have an organic waste diversion plan for any food waste, yard waste, or clean wood waste produced on the property.
 - (2) Every owner or occupier of non-residential property where food waste, yard waste or clean wood waste is produced must not cause, permit, suffer or allow the food waste, yard waste, or clean wood waste to be disposed in any other manner than in accordance with their organic waste diversion plan.”
13. Council strikes s.6.7A.2 (1) and (2) and replaces them with:
- “6.7A.2 (1) Every owner or occupier of a residential property where food waste, yard waste, or clean wood waste is produced must have an organic waste diversion plan for any food waste, yard waste, or clean wood waste produced on the property.
 - (2) Every owner or occupier of residential property where food waste, yard waste or clean wood waste is produced must not cause, permit, suffer or allow the food waste, yard waste, or clean wood waste to be disposed in any other manner than in accordance with their organic waste diversion plan.”
14. Council strikes s. 6.7A.3 (2) and replaces it with:
- “(2) If requested to provide details of an organic waste diversion plan under section 6.7A.3 (1), the owner or occupier must provide details to the City Engineer of an organic waste diversion plan that complies with this By-law.”
15. Council inserts a new section 6.7A.4 as follows:
- “6.7A.4 Any owner or occupier of premises or property, other than a one family dwelling, required to have a organic waste diversion program by this By-law, or a strata corporation that adopts a common organic waste diversion program, must:
 - (a) provide to new residents and new occupants, and at least annually to all existing residents or occupants, written information on food waste, yard waste and clean wood waste disposal practices for any such waste produced on the premises; and
 - (b) post information regarding food waste, yard waste or clean wood waste materials disposal practices for any such waste produced on the premises.”

16. Council strikes section 7.4 and replaces it as follows:

“7.4 Materials Banned from Garbage Containers

Every owner or occupier of premises to which the City provides garbage collection service shall not cause, permit, or allow to be placed in a garbage cart or garbage can any food waste, clean wood waste or yard waste and anything described in Schedules C, D and G of this By-law.”

17. Council inserts after section 8.7, the following:

“8.8 Public garbage receptacles

No person shall cause, permit, suffer or allow any garbage to be placed in a public garbage receptacle other than garbage generated in a public place.

- 8.9 No owner or occupier of real property shall cause, permit, suffer or allow any solid waste generated on that property to be placed in a public garbage receptacle.”

18. Council strikes section 9.1 and replaces it as follows:

“9.1 Private Containers

- (1) Every owner or occupier of real property who uses private solid waste services must only use the private container supplied by the private contractor to dispose of garbage generated on that property unless the owner or occupier has the permission of the owner or occupier of real property where a different private container is located, or otherwise directly disposes of garbage generated on that property at a transfer station in accordance with this By-law.
- (2) If an owner or occupier of real property uses a private solid waste service involving a private container, the owner or occupier must:
 - (a) maintain the private container and the area within 1.5 meters of the container in a clean and sanitary condition and in a condition that is not noxious, offensive or dangerous to public health ;
 - (b) not cause, permit, suffer or allow the private container to overflow onto the street or lane, or otherwise cause a nuisance;
 - (c) keep each private container locked, except for the purposes of putting solid waste into the container, unless

the container is less than 1 cubic yard and is not visible from a street or lane, and

- (d) at all times and in letters and numbers at least 5 centimeters in height, display on all private containers visible from a street or lane, the address or addresses of the property the private contractor serves.”

19. Council strikes section 9.2 and replaces it as follows:

“9.2 Remedies for non-compliance with order

- (1) If an owner of occupier or real property fails to comply with an order issued under section 11.1 of this By-law concerning a violation of sections 9.1(2), 9.2A(1)(d) or 9.2A(5) within the time stipulated in the order or, if the order does not stipulate a time, within 48 hours of receipt of the order, then the city, by its workers or others may:
 - (a) if the order is issued for a breach of 9.1(2) or 9.2A (1)(d), remedy the default at the cost of the person so defaulting; and
 - (b) if the order is issued for a breach of 9.1(2) or 9.2A (1)(d) or 9.2A(5), remove the container from the street in accordance with the Impounding By-law, and the charges imposed by that By-law.”

20. Council strikes subsections 9.2A and replaces it as follows:

“9.2A Responsibilities of Private Contractors

- (1) All private contractors must:
 - (a) not cause, permit, suffer or allow liquids to escape or leak from any private container during the storage, collection or transport of solid waste;
 - (b) not cause, permit, suffer or allow rain or pests to enter a private container;
 - (c) maintain every private container in good condition;
 - (d) if the container is located on a street or lane, maintain the private container in a clean and sanitary condition that is not noxious, offensive or dangerous to public health;
 - (e) at all times and in letters and numbers at least 5 centimeters in height , display on all private containers

visible from a street or lane the name and telephone number of the private contractor;

- (f) if the container is located on a street or lane, at all times and in letters and numbers at least 5 centimeters in height, display the address or addresses of the property the private contractor serves; and
 - (g) provide each private container that is visible from a street or lane and greater than one cubic meter in size with a secure, functioning lockable lid and lock and maintain the lock in working order.
- (2) All private contractors must not cause, permit, suffer or allow any vehicles used in the course of business to allow liquids to escape or leak from the vehicle during the collection or transport of solid waste.
 - (3) All collecting, transporting, processing, converting or salvaging of any solid waste, must be carried out so as not to be offensive or objectionable.
 - (4) Any solid waste which will not immediately be processed, converted or salvaged must be removed as directly as possible on the day of collection to a place of disposal.
 - (5) No private contractor may cause, permit, suffer or allow a private container to be placed on a lane or street unless authorized to do so pursuant to a license agreement with the City.”

21. Council strikes sections 11.1 and 11.2 and replaces them with the following:

“11.1 Requirement to discontinue or carry out work

Council empowers any inspector or other employee of the city to order or direct any person to:

- (a) discontinue or refrain from proceeding with any work or doing anything that is in contravention of this By-law; and
- (b) carry out any work or do anything required by this By-law or any permit.

11.2 Failure to comply with order

No person shall fail to comply with an order or direction issued pursuant to section 11.1(a) or (b).

SCHEDULE H

NON-RESIDENTIAL RECYCLABLE MATERIALS

Recyclable

1. Recyclable Paper
2. Corrugated Cardboard.
3. Plastic Packaging including:
Rigid plastic bottles (non-beverage), jugs, jars, clamshells, trays, pails, tubs, cold drink cups and planter pots, identified by the SPI Code #1 (Polyethylene Terephthalate or PET) or SPI Code #2 (High Density Polyethylene or HDPE) or SPI Code #4 (Low Density Polyethylene or LDPE) or SPI Code #5 (Polypropylene or PP).
4. Metal Packaging including:
 - i) Ferrous and non-ferrous metal cans (non-beverage), and
 - ii) Aluminum foil and foil containers.
5. Glass Packaging including:
 - i) Glass bottles and jars (non-deposit).
6. Beverage containers identified in “Schedule 1 – Beverage Container Product Category” to the Recycling Regulation (B.C. Reg. 449/2004) of the Environmental Management Act.”

EXPLANATION**By-law to amend License By-law 4450
regarding organic waste and recycling**

On February 3, 2016, Council approved proposed amendments to the License By-law, concerning organic waste and recycling. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
February 23, 2016

HC.

BY-LAW NO. _____

**A By-law to amend License By-law 4450
regarding organic waste and recycling**

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

1. This By-law amends the indicated provisions of the License By-law, No. 4450.
2. Council strikes the definition of "Food Waste Diversion Plan" from section 2.
3. Council inserts in section 2, the following definitions in the correct alphabetical order:
 - "Clean Wood Waste" has the same meaning as in the Solid Waste By-law.";
 - "Non-residential Recyclable Materials" has the same meaning as in the Solid Waste By-law.";
 - "Non-residential Recyclable Materials Diversion Program" has the same meaning as in the Solid Waste By-law.";
 - "Organic Waste Diversion Plan" has the same meaning as in the Solid Waste By-law.";
 - "Residential Recyclable Materials" has the same meaning as in the Solid Waste By-law.";
 - "Residential Recyclable Materials Diversion Program" has the same meaning as in the Solid Waste By-law.";and
 - "Yard Waste" has the same meaning as in the Solid Waste By-law."
4. Council strikes section 15.4 and replaces it as follows:

"ORGANIC WASTE AND RECYCLABLE MATERIALS DIVERSION

 - 15.4 (1) Every holder of a license issued under this By-law must have an organic waste diversion plan for the licensed business.
 - (2) No holder of a business license may dispose of food waste, yard waste or clean wood waste in any manner other than in accordance with their organic waste diversion plan.
 - (3) Every holder of a license issued under this By-law, other than a license to operate a residential property, must have a non-residential recyclable materials diversion program for the licensed business.

EXPLANATION

**Street and Traffic By-law amending By-law
regarding litter and fines**

The attached By-law will implement Council's resolution of February 3, 2016, to amend the Street and Traffic By-law regarding litter and fines.

Director of Legal Services
February 23, 2016

HG.

BY-LAW NO. _____

**A By-law to amend
Street and Traffic By-law No. 2849
regarding litter and fines**

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

1. This by-law amends the indicated provisions of By-law No. 2849.
2. Council strikes section 84 and replaces it as follows:

“84. Depositing Rubbish or Refuse

 - (1) No person shall deposit upon any street or other public place, any rubbish, sweepings, leaves, construction or demolition debris, paper, handbills, refuse or other discarded materials or things.
 - (2) An owner, registered owner, lessee or operator of a vehicle must not cause, permit, suffer or allow that vehicle to be used in the depositing of any rubbish, sweepings, leaves, construction or demolition debris, paper, handbills, refuse or other discarded materials or things upon a street.”
3. Council strikes section 99(1)(b) and replaces it as follows:

“(b) If any article, substance or material blows, drops, spills or falls from a vehicle onto a street, the driver of the vehicle must immediately take all reasonable precautions to safeguard traffic and remove the article, substance or material from the street.”
4. In section 99 (2) (a), Council adds “,” immediately after “liquid waste”, both times those words appear.
5. Council adds a new section 103 (9) as follows:

“(9) Every person who commits an offence against section 84 of this by-law is liable to a minimum fine of \$100.00 and a maximum fine of \$10,000.00”.
6. 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.

EXPLANATION**A By-law to amend
Impounding By-law No. 3519
regarding container storage fees**

On February 3, 2016, Council approved proposed amendments to the Impounding By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
February 23, 2016

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1529 Comox Street**

On April 20, 2015 the Development Permit Board approved Development Application Number DE418115 in principle to allow the owner of 1529 Comox Street to add to and relocate the existing multiple dwelling building (8 units plus 4 sleeping units) towards the front of the property line and to develop the rear of the site with a new 4 storey multiple dwelling infill building consisting of 17 rental units address from the lane, subject to a number of conditions, including a condition that the owner first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* in order to secure all 27 dwelling units in the building as rental housing for the longer of 60 years and the life of the building.

A Housing Agreement has been accepted and signed by the owner. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services
February 23, 2016

HO.

1529 Comox Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1529 Comox Street**

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: 015-761-479 Lot 13 Block 47 District Lot 185 Plan 92

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 , 2016

Mayor

City Clerk

Schedule A

FORM_C_V21 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Madaisky & Company
 Barrister and Solicitor
 1000 355 Burrard Street
 Vancouver BC V6C 2G8

Telephone: (604) 683-8885
 #15-0643-001 (Housing Agreement)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
015-761-479 LOT 13 BLOCK 47 DISTRICT LOT 185 PLAN 92

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

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
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

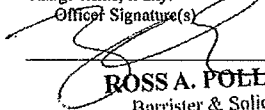
5. TRANSFEROR(S):
1529 COMOX STREET HOLDINGS LTD. (INC. NO. BC0981135)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER

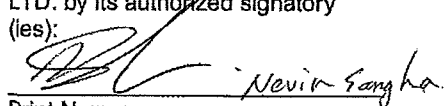
 453 WEST 12TH AVENUE
 VANCOUVER BRITISH COLUMBIA
 V5Y 1V4 CANADA

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)

ROSS A. POLLOCK
 Barrister & Solicitor
 1000 - 355 Burrard Street
 Vancouver, BC V6C 2G8
 Phone: 604-930-5543 Fax: 604-683-4646

Execution Date		
Y	M	D
16	01	30

Transferor(s) Signature(s)
1529 COMOX STREET HOLDINGS LTD. by its authorized signatory
 (ies):

 Print Name: _____
 Print Name: _____

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date		
Y	M	D
16		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

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.

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
1529 COMOX STREET

WHEREAS:

- A. It is understood and agreed that this Agreement shall be read as follows:
- (i) the Transferor, 1529 Comox Street Holdings Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner has applied under Development Application number DE418115 (the "Development Permit Application") to redevelop the Lands by adding to and relocating the existing multiple dwelling building (as completed in accordance with the Development Permit and the Building Permit, the "Heritage Building") towards the front property line and by building a new four storey infill multiple dwelling building on the rear of the site (as completed in accordance with the Development Permit and the Building Permit, the "Infill Building") addressed from the lane;
- D. The Development Permit Application was approved subject to, among other things, fulfillment of the condition that the Owner enter into a Housing Agreement with the City to secure as rental housing all Dwelling Units on the Lands, on the terms and conditions set out in the City's prior-to DE letter of April 22, 2015, by By-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and
- E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing 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:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

- 1.1 **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) "Application Date" means the date as of which the Development Permit Application is received by the City;
- (c) "Building" means any building or structure rehabilitated or built on the Lands as contemplated by the Development Permit, including the Heritage Building and the Infill Building, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (d) "Building Permit" means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (e) "Chief Housing Officer" means the person appointed as such from time to time by the City and his/her successors in function and their respective nominees;
- (f) "City and City of Vancouver" has the meaning ascribed to those terms in Recital A;
- (g) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (h) "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;
- (i) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "Development" means the redevelopment on the Lands described in Recital C and approved by the Development Permit;
- (k) "Development Permit" means a development permit issued by the City means a as a result of the Development Permit Application;
- (l) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (m) "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;
- (n) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) "Eligible Tenants" means the tenants who are resident in the Heritage Building as of the Application Date, and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;

- (p) "Heritage Building" has the meaning ascribed to that term in Recital C;
- (q) "Heritage Building Rental Housing Units" has the meaning ascribed to that term in Section 2.1(d);
- (r) "Infill Building" has the meaning ascribed to that term in Recital C;
- (s) "Infill Building Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c);
- (t) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (u) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (v) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (w) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (x) "Owner" means the Transferor, 1529 Comox Street Holdings Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (y) "Rate of Change Guidelines" means the City's Rate of Change Guidelines for Certain RM, FM, and CD-1 Zoning Districts adopted by the City's elected Council on May 24, 2007;
- (z) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (aa) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to 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;

- (bb) "Rental Housing Condition" has the meaning ascribed to that term in Recital D;
- (cc) "Rental Housing Units" means all Infill Building Rental Housing Units and all Heritage Building Rental Housing Units, and "Rental Housing Unit" means any one of such Units;
- (dd) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (ee) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan, both preliminary and final, once approved by the Chief Housing Officer;
- (ff) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Infill Building;
- (gg) "Vancouver" has the meaning ascribed to that term in Recital A; and
- (hh) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any

section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the date of this Agreement, at its sole cost and expense, it will construct, and thereafter throughout the Term will maintain:
 - (i) the Infill Building containing a total of not less than 17 Dwelling Units; and
 - (ii) the Heritage Building containing a total of not less than ten Dwelling Units,
 in accordance with the Development Permit, the Building Permit and this Agreement;
- (c) when the Infill Building is completed and an Occupancy Permit issued, and thereafter throughout the Term, the infill Building will contain 17 Dwelling Units all of which will be used only for the purpose of providing Rental Housing (the "Infill Building Rental Housing Units");
- (d) when the rehabilitation of the Heritage Building is completed and an Occupancy Permit issued, and thereafter throughout the Term, the Heritage

Building will contain ten Dwelling Units all of which will be used only for the purpose of providing Rental Housing (the "Heritage Building Rental Housing Units");

- (e) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term:
- (i) the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
 - (ii) not less than 50% (being not less than 14) of the Rental Housing Units shall contain two or more bedrooms; and
 - (iii) not less than 10% (being not less than three) of the Rental Housing Units shall contain three or more bedrooms;
- (f) throughout the Term, 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 Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 8.9;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), 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;
- (i) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

(a) no Building will be used or occupied except as follows:

(i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any Building until such time as the Owner is able to apply for an Occupancy Permit for each Building and all its component parts and facilities; and

(ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of rehabilitation of such Building until such time:

A. an Occupancy Permit can be issued for each Building and all its component parts and facilities;

B. a notarized declaration, in form and contents satisfactory to the Chief Housing Officer, has been delivered to the Chief Housing Officer:

I. demonstrating that each Eligible Tenant was given written notice of the intent to redevelop the Lands and the Heritage Building;

II. indicating the number of units occupied on the date of the notice;

III. including information on posting of notice regarding the intent to redevelop as per Section 3 of the Rate of Change Guidelines; and

IV. including copies of a letter addressed to each Eligible Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant; and

C. a final Tenant Relocation Report:

I. outlining the names of the Eligible Tenants;

II. indicating the outcome of their search for alternate accommodation;

III. summarizing the total monetary value given to each tenant (moving costs, rent, any other compensation); and

- IV. including a summary of all communication provided to the tenants.
- (b) Without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such 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.

**ARTICLE 5
ENFORCEMENT**

- 5.1 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.

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel:
- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or

- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be

unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

- 7.1 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: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services
- (b) If to the Owner:
- 1529 Comox Street Holdings Ltd.
4th Floor
52A Powell Street
Vancouver, British Columbia
V6A 1E7
- Attention: President

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third 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
- (d) 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.

ARTICLE 8 MISCELLANEOUS

- 8.1 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 to Article 3.
- 8.2 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.
- 8.3 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.
- 8.4 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* 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 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.
- 8.6 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.

- 8.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.8 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.
- 8.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 9.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.
- 8.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3819 Boundary Road**

The owner of these lands has applied to rezone them to enable it to increase the allowable floor space ratio and height applicable so that it can build four-storey multiple dwelling building with 23 secured for-profit affordable rental housing units, and following public hearing May 26, 2015, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development on the terms and conditions set forth in the minutes of the public hearing:

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagees. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
February 23, 2016

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3819 Boundary Road

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3819 Boundary Road**

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: 029-691-346

Lot A Block A Section 51 Town of Hastings Suburban
Lands Plan EPP55612

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 _____, 2016

Mayor

City Clerk

Schedule A

FORM_C_V21 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

1454697713 PAGE 1 OF 18 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



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

NIJJAR AND COMPANY LAW CORPORATION
1041 SW MARINE DRIVE

VANCOUVER

BC V6P 6L6

#15-0626-006 (Housing Agreement)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

029-691-346 LOT A BLOCK A SECTION 51 TOWN OF HASTINGS SUBURBAN LANDS
PLAN EPP55612

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

0944881 B.C. LTD., INC.NO. BC0944881

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

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)

RAJEEV SINGH NIJJAR
BARRISTER & SOLICITOR
#107 - 8898 HEATHER ST.
VANCOUVER, BC V6P 3S8
TEL: 604-325-9400 FAX: 604-325-9483

Execution Date

Y	M	D
16	02	11

Transferor(s) Signature(s)

0944881 B.C. LTD. by its authorized signatory(ies):

AMAN NIJJAR

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
16		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

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.

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT
3819 BOUNDARY ROAD (3680 - 3684 EAST 22ND AVENUE)

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 0944881 B.C. Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from C1 Commercial District to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the New Building, subject to the following additional conditions:
- (i) a no separate-sales covenant;
 - (ii) a non-stratification covenant;
 - (iii) that none of such units will be rented for less than one month at a time;
 - (iv) that a rent roll must be provided by the Owner which indicates the proposed initial monthly rents for each rental unit;
 - (v) a covenant from the Owner to, prior to issuance of an occupancy permit, submit a finalized rent roll to the satisfaction of the Managing Director of Social Development and the Director of Legal Services that reflects the initial monthly rents as of occupancy in accordance with the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage;
 - (vi) that at least twenty-five percent (25%) of the units must have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines"; and
 - (vii) such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may in their sole discretion require"; and

D. The Owner is entering into this Agreement to satisfy the foregoing conditions; and

E. This Housing Agreement is entered into by the City pursuant to a by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*.

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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and all pursuant to Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the buildings thereon:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
 - (c) "Chief Housing Officer" means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function and their respective nominees;
 - (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
 - (e) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
 - (f) "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;
 - (g) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
 - (h) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
 - (i) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units, and **"For-Profit Affordable Rental Housing Unit"** means any unit within such a building; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply;
- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **"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;
- (p) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any building, development or partial development on the Lands issued after the Effective Date;
- (r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely 0944881 B.C. Ltd., and its successors and permitted assigns;
- (s) **"Public Hearing"** has the meaning ascribed to that term in Recital C;
- (t) **"Replacement Dwelling Unit"** has the meaning ascribed to that term Section 2.1(c);
- (u) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (v) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;

- (w) "Rezoning By-law" means the CD-1 By-law enacted as a result of the Rezoning Application;
- (x) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (z) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (aa) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute,

by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 USE OF LANDS AND NEW BUILDING

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that, during the Term:
- (a) the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish the New Building containing Dwelling Units and related amenity and parking spaces, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
 - (d) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
 - (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 of the Dwelling Units in the New Building (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units in the New Building (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
 - (f) it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan;

- (g) that any sale of any Dwelling Unit in the New Building (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(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 New Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair, reasonable wear and tear excepted, and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building or any part thereof is damaged, it 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;
- (j) it will insure the New Building (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (k) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units in the New Building are as set forth in rent roll attached hereto as Schedule A;
- (l) it will construct, fit and finish in the New Building and thereafter maintain and not alter the unit mix of the Dwelling Units such that at least twenty-five percent (25%) of the Dwelling Units must have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines"; and
- (m) in the event of the substantial or complete destruction or demolition of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

**ARTICLE 3
BUILDING PERMIT RESTRICTION ON THE LANDS**

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents proposed to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, which rents shall

be no more than the rates applicable as For-Profit Affordable Rental Housing when the Building Permit is issued; and

- (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this Article 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Managing Director of Social Development:
 - (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing as of the date when the Building Permit was issued; and
 - (B) proof of the insurance required to be taken out pursuant to Section 2.1(j);
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Dwelling Units in the New Building (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Managing Director of Social Development. At the request of the Managing Director of Social Development, from time to time, the Owner will:

- (a) make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(j).

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- (d) Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

- 7.1 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, will be in writing and

will be given by registered mail or personal delivery, addressed as set forth below. 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 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.

If to the City, addressed to:

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

Attention: City Clerk with concurrent copies of the Managing Director of Social Development, the Director of Legal Services and the Chief Housing Officer

If to the Owner, addressed to:

0944881 B.C. Ltd.
1041 SW Marine Drive
Vancouver, British Columbia
V6P 6L6

Attention: President

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.

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.3 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 will be entitled to court costs on a solicitor and own client basis.
- 8.4 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.

- 8.5 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*, 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.
- 8.6 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.
- 8.7 Further Assurances. Each party will 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.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(e), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.10 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.

SCHEDULE A - RENT ROLL



Secured Market Rental Projects Requesting a DCL Waiver

Instructions

Projects requesting a DCL waiver are required to provide a rent roll indicating the proposed starting rents during the rezoning application. Staff will evaluate the rent roll to ensure the proposed project meets the requirements under the DCL By-laws. This information will be summarized in the rezoning Council Report and included in the Housing Agreement.

Applicants are asked to update and confirm their rent roll during Building Permit (when DCLs are waived) and prior to issuance of occupancy permit. Once a project is approved (e.g. at public hearing for rezonings) the proposed starting rents can be increased during the period of construction by the allowable increases under the Residential Tenancy Act until occupancy. For more information, please refer to:

www2.gov.bc.ca/gov/topic.page?pid=539D67CD1FE548858B3732CFC299C406

Project Address: 3819 Bandary	Date: 2/1/2016 (YYYY/MM/DD)	Submitted by: Raj Nijjar
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STAGE IN PROCESS		
<input checked="" type="checkbox"/> Housing Agreement	<input type="checkbox"/> Building Permit	<input type="checkbox"/> Occupancy Permit
<input type="checkbox"/> Application Submission	<input type="checkbox"/> Public Hearing	

RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)
101	1 BED	1675	520
102	1 BED	1675	564
201	STUDIO	1260	409
202	1 BED	1675	430
203	1 BED	1675	503
204	1 BED	1675	494
205	1 BED	1675	562
206	2 BED	2084	635
301	2 BED	2084	669
302	1 BED	1675	515
303	1 BED	1675	493
304	1 BED	1675	504
305	1 BED	1675	503
306	1 BED	1675	494
307	1 BED	1675	563
308	2 BED	2084	635
401	2 BED	2084	612
402	2 BED	2084	630
403	1 BED	1675	444

1/3



404	1 BED	1675	438	
405	1 BED	1675	480	
406	1 BED	1675	562	
407	2 BED	2084	635	

Click to insert a new row.

Project Summary

	Total #	Average Starting Monthly Rent	Average Unit Size	
Studio	1	1260	452	
1-bed	16	1675	503	
2-bed	6	2084	640	
3-bed	0			
Project Total	23	N/A	N/A	



Internal Use ONLY			
	DCL BY-LAW MAX RENT AT PH	*DCL BY-LAW MAX RENT AT BP	**DCL BYLAW MAX RENT AT OCCUPANCY
DATE:	YYYY/MM/DD	YYYY/MM/DD	YYYY/MM/DD
Studio			
1-bed			
2-bed			
3-bed			
Project Total	0	0	0
Reviewed By: _____			
Date: YYYY/MM/DD _____			

Note to Staff: Please add the Maximum Allowable Rent Increases applicable under the RTA.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1546 Nelson Street**

On November 17, 2014 the Development Permit Board approved Development Application Number DE418104 in principle to allow for the rehabilitation and designation of the existing character six unit dwelling and the development of a new three-storey multiple infill dwelling consisting of four units at the rear of the site at 1546 Nelson Street, subject to a number of conditions, including a condition that the owner of the lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* in order to secure all units on the subject lands as rental housing for the longer of 60 years and the life of the building.

A Housing Agreement has been accepted and signed by the owner and its mortgagee. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement the Development Permit Board's condition regarding a Housing Agreement.

Director of Legal Services
February 23, 2016

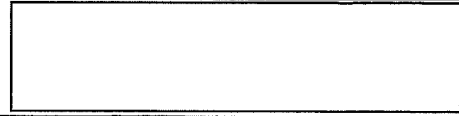
Schedule A

FORM_C_V21 (Charge)

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
Madaisky & Company
Barrister and Solicitor
1000 355 Burrard Street
Vancouver BC V6C 2G8
Telephone: (604) 683-8885
#15-0115-004 (Housing Agreement)

Deduct LTSA Fees? Yes [checked]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
007-351-356 THE WEST 1/2 OF LOT 9 BLOCK 47 DISTRICT LOT 185 PLAN 92
STC? YES []

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
(a) [] Filed Standard Charge Terms D.F. No. (b) [checked] Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
URQUHART RESIDENCE HOLDINGS LTD. (INC. NO. BC0992080)
CANADIAN WESTERN BANK (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BRITISH COLUMBIA
V5Y 1V4 CANADA

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)
[Signature]
ROSS A. POLLOCK
Barrister & Solicitor
1000 - 355 Burrard Street
Vancouver, BC V6C 2G8
Phone: 604-930-5543 Fax: 604-683-4646

Table with 3 columns: Y, M, D. Values: 16, 01, 30


Transferor(s) Signature(s)
URQUHART RESIDENCE HOLDINGS LTD. by its authorized signatory(ies):
[Signature]
Print Name: NEVIN SANGHA
Print Name:

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



GALE A. McBRYER
*A Commissioner for taking
Affidavits for British Columbia*
#2200, 666 Burrard Street
Vancouver, BC V6C 2X8
Expires: January 31, 2017

(As to all signatures)

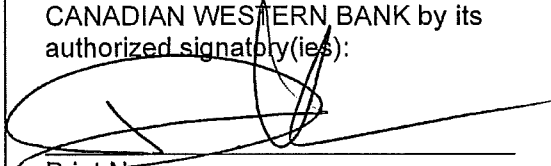
Execution Date

Y	M	D
16		
16	01	29

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

CANADIAN WESTERN BANK by its
authorized signatory(ies):



Print Name:

DEAN CHAN
AVP, COMMERCIAL BANKING

Print Name:

FAI MURRAY
AVP COMMERCIAL BANKING

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.

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA3581265 and Assignment of Rents CA3581266

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
1546 NELSON STREET

WHEREAS:

- A. It is understood and agreed that this Agreement shall be read as follows:
- (i) the Transferor, Urquhart Residence Holdings Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner has applied under Development Application number DE418104 (the "Development Permit Application") to rehabilitate and designate the existing character six unit dwelling (the "Heritage Building") and to build a new three-storey multiple infill dwelling (the "Infill Building") consisting of four rental units, on the Lands;
- D. The Development Permit Application was approved subject to, among other things, fulfillment of the condition that the Owner enter into a Housing Agreement with the City to secure as rental housing all Dwelling Units on the Lands, on the terms and conditions set out in the City's prior-to DE letter of November 19, 2014, by By-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and
- E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing 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:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

- 1.1 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 any building or structure rehabilitated or built on the Lands as contemplated by the Development Permit, and includes any portion of any such

building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (c) "**Building Permit**" means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
- (d) "**City Manager**" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "**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;
- (f) "**Commencement Date**" means the date as of which this Agreement has been executed by all parties to it;
- (g) "**Development**" means the redevelopment on the Lands described in Recital C and approved by the Development Permit;
- (h) "**Development Permit**" means a development permit issued by the City means a as a result of the Development Permit Application;
- (i) "**Development Permit Application**" has the meaning ascribed to that term in Recital C;
- (j) "**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;
- (k) "**Dwelling Unit**" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) "**Heritage Building**" has the meaning ascribed to that term in Recital C;
- (m) "**Heritage Building Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(d);
- (n) "**Infill Building**" has the meaning ascribed to that term in Recital C;
- (o) "**Infill Building Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(c);
- (p) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (q) "**Lands**" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;

- (r) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (s) "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;
- (t) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (u) "Owner" means the Transferor, Urquhart Residence Holdings Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (v) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to 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;
- (x) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (y) "Rental Housing Units" means all Infill Building Rental Housing Units and all Heritage Building Rental Housing Units, and "Rental Housing Unit" means any one of such Units;
- (z) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;

- (aa) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Infill Building; and
- (bb) "Vancouver Charter" means the *Vancouver Charter S.B.C. 1953, c. 55*.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in

this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands or any rehabilitation of the Heritage Building, after the date of this Agreement, at its sole cost and expense, it will construct, and thereafter throughout the Term will maintain, the Infill Building containing a total of not less than four Dwelling Units of which not less than two will have not less than two bedrooms each, in accordance with the Development Permit, the Building Permit and this Agreement;
- (c) when the Infill Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Dwelling Units in the Infill Building will be used only for the purpose of providing Rental Housing (the "Infill Building Rental Housing Units");
- (d) when the rehabilitation of the Heritage Building is completed and an Occupancy Permit issued and thereafter throughout the Term, all Dwelling Units in the Heritage Building will be used only for the purpose of providing Rental Housing (the "Heritage Building Rental Housing Units");
- (e) when the Building is completed and an Occupancy Permit issued and thereafter throughout the Term, the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (f) throughout the Term, 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 Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 8.9;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), 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;

- (i) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) the Heritage Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Heritage Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Heritage Building until such time as the Owner is able to apply for an Occupancy Permit for the Infill Building and all its component parts and facilities; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Heritage Building, notwithstanding completion of rehabilitation of the Heritage Building until such time as an Occupancy Permit can be issued for the Infill Building and all its component parts and facilities; and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 3.

ARTICLE 4 RECORD KEEPING

4.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such

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.

ARTICLE 5 ENFORCEMENT

- 5.1 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.

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the

covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

7.1 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: City Clerk, with concurrent copies to the Managing Director of Social Development and the Director of Legal Services

(b) If to the Owner:

Urquhart Residence Holdings Ltd.
3rd Floor
235 15th Street
West Vancouver, British Columbia
V7T 2X1

Attention: President

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

(c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third 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

(d) 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.

**ARTICLE 8
MISCELLANEOUS**

- 8.1 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 to Article 3.
- 8.2 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.
- 8.3 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.
- 8.4 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* 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 Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 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.
- 8.6 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.
- 8.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City,

whether in favour of the City or otherwise, as a condition of the Development Permit; and

- (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

8.8 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.

8.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 9.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

8.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA3581265 and the Assignment of Rents registered under number CA3581266;
- (b) **“Existing Chargeholder”** means Canadian Western Bank;
- (c) **“New Charge”** means the Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charge, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.


END OF DOCUMENT

EXPLANATION

**A By-law to amend
Street and Traffic By-law No. 2849
regarding skateboards etc. on bike lanes**

On December 10, 2015 Council resolved to direct the Director of Legal Services to prepare the amendments to the Street and Traffic By-law to allow skateboards and other devices on protected bicycle lanes. Enactment of this By-law will accomplish this.

Director of Legal Services
February 23, 2016

BY-LAW NO. _____ 

**A By-law to amend
Street and Traffic By-law No. 2849
Regarding Skateboards etc. on Bike lanes**

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law, No. 2849.

2. Council strikes the definition for “Bicycle Lane Separation” in section 3, and replaces it with the following, in correct alphabetical order:

““Bicycle Lane Buffer” means a measure to physically separate and protect a bicycle lane from motor vehicle traffic, including curbs, planters, landscaping, parking, bollards or similar measures.”.

3. Council inserts the following definitions in section 3, in correct alphabetical order:

““Bicycle” includes “cycle” as that term is defined in the Motor Vehicle Act.”; and

““Protected Bicycle Lane” means that a part of a roadway or path which is separated from motor vehicle traffic by a bicycle lane buffer and is designated by the City Engineer for use by persons on bicycles, non-motorized skates, skateboards, or push scooters.”.

4. Council strikes section 77 and replaces it as follows:

“RIDING, COASTING AND SLIDING ON STREETS

77. Except as permitted by section 77A, no person shall coast or slide on a sled, skis, skates, skateboard or other apparatus on any street, lane, or other public place; provided, however that Council may declare any street, lane or other public place closed to all other traffic for the purpose of permitting coasting or sliding on a sled, skis, skates, skateboard or other apparatus thereon; and the Chief Constable may make such provision for prohibiting such other traffic and with the assistance of the City Engineer may make such provision for protecting such persons using such streets, lanes, or public places as aforesaid for the purpose of enabling such coasting and sledding to be carried on with safety.”.

5. Council strikes subsection 77A. (1) and replaces it as follows:

“77A. (1) Despite section 77, but subject to the requirements of this section, a person may ride or coast on non-motorized skates, a skateboard, or a push scooter on any minor street or protected bicycle lane.”.

6. Council strikes subsections 77A. (3), (4) and (5) and replaces them as follows:

- “77A. (3) A person must not ride or coast on non-motorized skates, a skateboard, or push scooter on any minor street or protected bicycle lane:
- (a) while wearing headphones, or any other manufactured device capable of transmitting sound, over or in close proximity to both ears, except that this prohibition will not apply to the wearing of a device designed and worn for the purpose of improving the wearer’s ability to hear sounds emanating from outside of the device;
 - (b) unless that person wears a helmet;
 - (c) unless, between 1/2 hour after sunset and 1/2 hour before sunrise, that person or the person’s skateboard or push scooter is equipped with and using lighting or reflective equipment that under normal atmospheric conditions is visible in all directions at least 75 m from the person or the skateboard or push scooter;
 - (d) unless that person travels in the direction of vehicular or bicycle traffic and as close as practicable to the extreme right side of minor street or protected bicycle lane; or
 - (e) in a reckless manner or in a manner that will obstruct traffic or endanger the safety or property of any person.”.

7. Council rennumbers subsection 77A. (6) as 77A. (4).

8. 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.

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

ENACTED by Council this _____ day of _____, 2016

Mayor


City Clerk

EXPLANATION

A By-law to Amend the Green Demolition By-law regarding fees and incentives for salvage

On December 15, 2015 Council resolved to direct the Director of Legal Services to prepare the amendments to the Green Demolition By-law regarding fees, and incentives for salvage. Enactment of this By-law will accomplish this.

Director of Legal Services
February 23, 2016

BY-LAW NO. _____ 

A By-law to amend the Green Demolition By-law
regarding fees and incentives for salvage

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

1. This By-law amends the indicated provisions of the Green Demolition By-law, No. 11023.
2. Council strikes "\$15,000" from section 5.1 and replaces it with "\$14,650".
3. Council inserts new sections 6.10, 6.11 and 6.12 as follows:
 - "6.10 Any material that is reused, rather than disposed of or recycled, can be credited towards compliance with a green demolition permit condition or heritage demolition condition at a rate of 5 times its actual weight.
 - 6.11 A fee of \$350.00 must be paid before a demolition permit may be issued.
 - 6.12 Despite any other provision of this By-law, the Building By-law or the Zoning and Development By-law, a demolition permit subject to a condition imposed under this By-law may be issued up to 21 days before a building permit relating to the demolition, provided that the applicant commits to salvaging at least 2 tonnes of wood for the purposes of reuse and the permit is made subject to such a condition."
4. Council strikes Appendix C, and replaces it with the "Appendix C" attached to this by-law.
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
6. This By-law is to come into force and take effect on April 1, 2016.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

"Appendix C

FOR PROJECTS WITH 75% RECYCLING REQUIRED		FOR PROJECTS WITH 90% RECYCLING REQUIRED	
Recycling Rate Achieved	Amount of Deposit Refunded	Recycling Rate Achieved	Amount of Deposit Refunded
75%	100%	90%	100%
71 – 74%	50%	86 - 89%	70%
66 – 70%	20%	81 – 85%	40%
Under 65%	0	75 - 80%	20%
		Under 75%	0

”

EXPLANATION**A By-law to Provide for the Administration of
the Freedom of Information and Protection of Privacy Act
for the City of Vancouver**

On February 23, 2016, Council approved the enactment of the “Freedom of Information and Protection of Privacy By-law” By-law. Enactment of the attached By-law will accomplish Council’s resolution.

Director of Legal Services
February 23, 2016

BY-LAW NO. _____ *22*

**A By-law to Provide for the Administration of
the Freedom of Information and Protection of Privacy Act
for the City of Vancouver**

Whereas in the Freedom of Information and Protection of Privacy Act, Section 77 requires that Council designate a person or group of persons as the "head" for the purposes of the Act, Section 66 of the Act authorizes the "head" to delegate to any person any duty, power or function of the head and section 13 of the Freedom of Information and Protection of Privacy Regulation sets out the maximum fees for services provided pursuant to the Act;

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

1. The name of this By-law, for reference, is the "Freedom of Information and Protection of Privacy By-law".
2. In this By-law:
 - "Act" means the Freedom of Information and Protection of Privacy Act;
 - "Head" means the person designated as the head of the public body for the purposes of the Act in accordance with Section 77 of the Act; and
 - "Public body" means the City of Vancouver.
3. The City Manager is designated as the Head for the purposes of the Act.
4. The Head is authorized to delegate to any person any duty, power or function of the head, except that the delegation:
 - (a) must be in writing;
 - (b) may be subject to such conditions or restrictions as the head considers appropriate; and
 - (c) must comply with Section 66 of the Act.
5. Fees must be in accordance with Schedule 1.
6. Council repeals By-law No. 7364.
7. 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.

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

ENACTED by Council this day of , 2016

Mayor

City Clerk

Schedule 1

Schedule of Fees

Item	Description of Services	Management Fees
1	For applicants other than commercial applicants:	
	(a) for locating and retrieving a record	\$7.50 per 1/4 hour after the first 3 hours
	(b) for producing a record manually	\$7.50 per 1/4 hour
	(c) for producing a record from a machine readable record from a server or computer	\$7.50 per 1/4 hour for developing a computer program to produce the record
	(d) for preparing a record for disclosure and handling a record	\$7.50 per 1/4 hour
	(e) for shipping copies	actual costs of shipping method chosen by applicant
	(f) for copying records	
	(i) CDs and DVDs, recordable or rewritable	\$4 per disk
	(ii) microfiche or microfilm to paper duplication	\$0.50 per page (8.5" x 11")
	(iii) photographs	Digital file - \$17 per image
	(iv) ink jet, laser print or photocopy, black and white	\$0.25 per page (8.5" x 11", 8.5" x 14" or 11" x 17")
	(v) ink jet, laser print or photocopy, colour	\$1.65 per page (8.5" x 11", 8.5" x 14" or 11" x 17")
	(vi) scanned electronic copy of a paper record	\$0.10 per page
	(vii) slide duplication	Digital file - \$17 per image
2	For commercial applicants for each service listed in Item 1	the actual cost to the public body of providing that service

Note: In keeping with the City of Vancouver's Greenest City goals, the FOI office does not provide hard copies of responsive records unless there are exceptional circumstances. All responsive records are provided in electronic formats