

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 4162 and 4188 Cambie Street**

Enactment of the attached By-law will delete 4162 and 4188 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 20, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
May 3, 2016

4162 and 4188 Cambie Street

ABF

BY-LAW NO. \_\_\_\_\_

**A By-law to amend Subdivision By-law No. 5208**

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting Lot A, Block 681, District Lot 526, Plan EPP59286; PID 029-774-292 respectively, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
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.

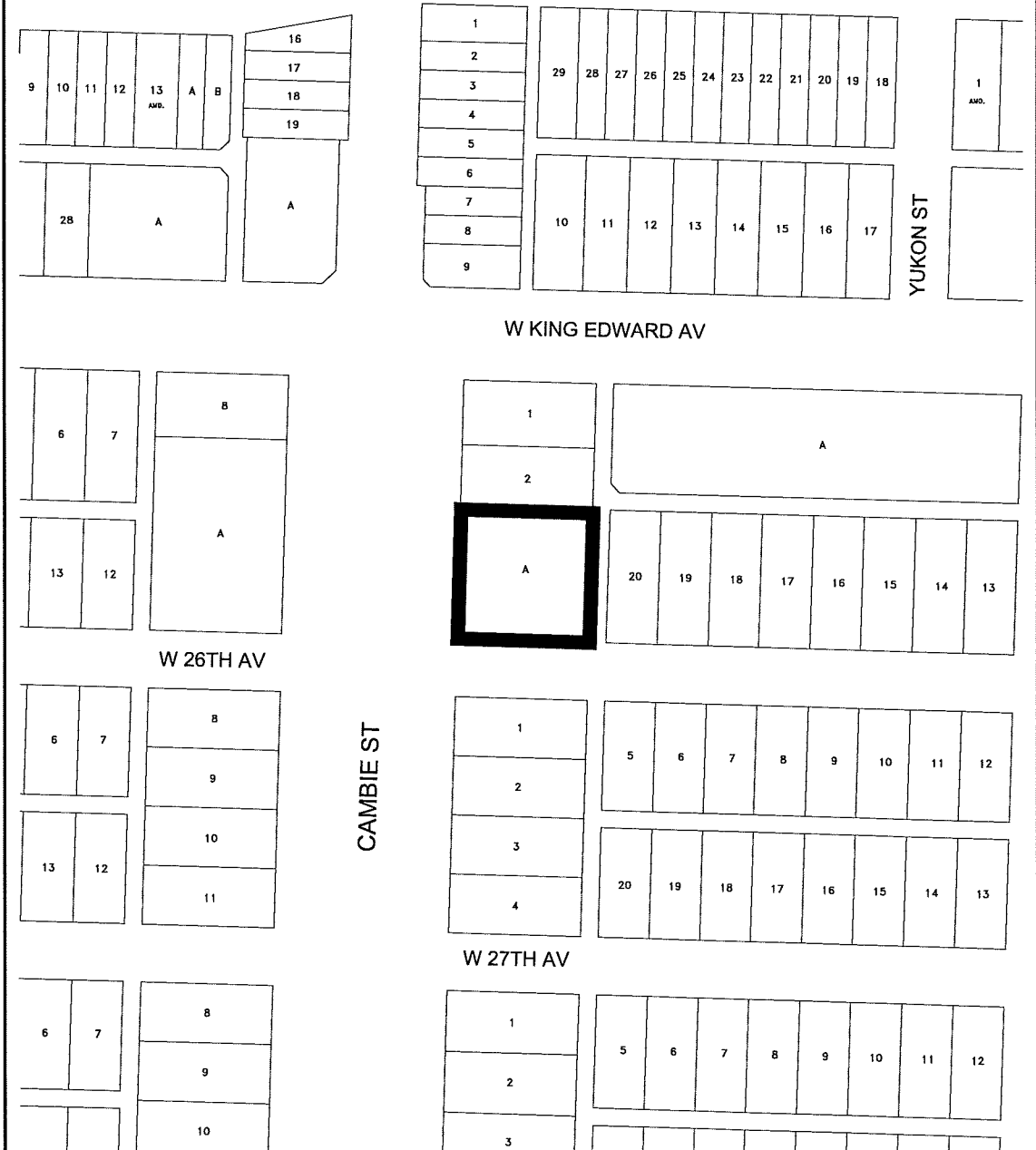
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The property outlined in black (  ) is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

4162-4188 Cambie Street

map: 1 of 1

scale: NTS



**City of Vancouver**

**EXPLANATION****A By-law to amend the Parking By-law No. 6059  
with regard to parking for the RM-9, RM-9A, RM-9N  
and RM-9AN Districts Schedule**

After the public hearing on January 19 and 21st, 2016, Council resolved to amend the Parking By-law to address the RM-9, RM-9A, RM-9N and RM-9AN Districts Schedule. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 3, 2016

BY-LAW NO. \_\_\_\_\_

**A By-law to amend the Parking By-law No. 6059  
regarding parking for the RM-9, RM-9A, RM-9N  
and RM-9AN Districts Schedule**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Section 4 - Table of Number of Required and Permitted Accessory Parking Spaces, Council:
  - (a) amends section 4.2.1.3, under COLUMN 1 - BUILDING CLASSIFICATION, by inserting, after "RM-9N", the words, ", RM-9A, RM-9AN"; and
  - (b) amends section 4.2.1.4:
    - (i) under COLUMN 1 - BUILDING CLASSIFICATION by adding immediately below the words "Multiple Dwelling in RM-8, RM-8N, RM-9 and RM-9N (not including Rowhouse)", the following separate line:

"Multiple Dwelling in RM-9A and RM-9AN",
    - (ii) under COLUMN 2 - REQUIRED AND PERMITTED PARKING SPACES, by adding the following words opposite the words "Multiple Dwelling in RM-9A and RM-9AN" in COLUMN 1:

"A minimum of one space and no more than 2 spaces for every dwelling unit.",
    - (iii) under COLUMN 1 - BUILDING CLASSIFICATION by striking out "Lock-off Unit in RM-7, RM-7N, RM-8, RM-8N, RM-9 and RM-9N" and substituting in its place "Lock-off Unit in RM-7, RM-7N, RM-8, RM-8N, RM-9, RM-9A, RM-9N, and RM-9AN".
3. In Section 6 - Table 6.2 Table or Number of Required Off-Street Bicycle Spaces, Council:
  - (a) amends the heading "Table or Number of Required Off-Street Bicycle Spaces" by striking out the "or" and replacing it with "of";
  - (b) amends section 6.2.1.3:



**EXPLANATION****Heritage Designation By-law  
Re: 22 East 5<sup>th</sup> Avenue**

Following a public hearing on March 8, 2016, on April 19, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 22 East 5<sup>th</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
May 3, 2016

22 East 5<sup>th</sup> Avenue  
Cemco Electrical Manufacturing  
Company Factory

ABF

BY-LAW NO. \_\_\_\_\_

**A By-law to designate certain real property  
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior  
north and west facades of  
building envelope and  
exterior building materials  
of heritage  
building ("Cemco Electrical  
Manufacturing Company  
Factory")

22 East 5<sup>th</sup> Avenue  
Vancouver, B.C.

PID: 029-709-920  
LOT D  
BLOCK 31  
NEW WESTMINSTER  
DISTRICT PLAN  
EPP47844

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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****Authorization to enter into a  
Heritage Revitalization Agreement  
Regarding 22 East 5<sup>th</sup> Avenue**

After a public hearing held on March 8, 2016, on April 19, 2016 Council resolved to enter into a By-law to authorize an agreement regarding 22 East 5<sup>th</sup> Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
May 3, 2016

22 East 5<sup>th</sup> Avenue  
Cemco Electrical Manufacturing  
Company Factory

ABF

BY-LAW NO. \_\_\_\_\_

**A By-law to authorize Council entering into a  
Heritage Revitalization Agreement with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owner of heritage property, including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 22 East 5<sup>th</sup> Avenue, and the following legal description:

PID: 029-709-920  
LOT D  
BLOCK 31  
NEW WESTMINSTER  
DISTRICT PLAN EPP47844

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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)

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: 15-1175

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]  
029-709-920 LOT D BLOCK 31 NEW WESTMINSTER DISTRICT PLAN EPP47844

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):

PC URBAN 22 E 5TH AVE HOLDINGS LTD. (INCORPORATION NO. 1018681)  
COAST CAPITAL SAVINGS CREDIT UNION (INCORPORATION NO. FI-146), AS TO PRIORITY

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)

JAMES B. MYERS

Solicitor

619, 610 GRANVILLE STREET  
VANCOUVER, B.C. V6C 3T3  
(604) 682-8670

Execution Date

Y	M	D
16	02	17

Transferor(s) Signature(s)

PC URBAN 22 E 5TH AVE  
HOLDINGS LTD. by its authorized  
signatory(ies):

Print Name: GARRY PAWLEY

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)



SUSIE COLLINS Exp. Dec. 31, 2016  
A Commissioner for Taking Affidavits  
For the Province of British Columbia  
800 - 9900 King George Blvd  
Surrey, B.C. V3T 0K7  
Phone: (604) 517-7380

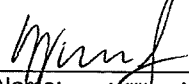
Execution Date

Y	M	D
16	02	16

Transferor / Borrower / Party Signature(s)

COAST CAPITAL SAVINGS CREDIT  
UNION, by its authorized signatory(ies):

  
Print Name: ~~Jay Kuster~~  
Director, Commercial Credit

  
Print Name: William Li  
Sr. Manager, Commercial Credit

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**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
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA4112051 and Assignment of Rents CA4112052  Page 16
Statutory Right of Way		Article 4
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA4112051 and Assignment of Rents CA4112052  Page 16
Equitable Charge		Article 6
Priority Agreement		granting the above Equitable Charge priority over Mortgage CA4112051 and Assignment of Rents CA4112052  Page 16

**TERMS OF INSTRUMENT - PART 2**  
**HERITAGE REVITALIZATION AGREEMENT**

**WHEREAS:**

- A. The Owner (as herein defined) is the registered and beneficial owner of that parcel of land at 22 East 5<sup>th</sup> Avenue in the City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document
- B. There is a building (the "Existing Building") situated on the Lands, known as the "Cemco Electrical Manufacturing Company Factory", which has exterior facades that are considered to be of heritage value (the "Heritage Facades").
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Facades on the north and west sides of the Existing Building; and
  - (ii) constructing a new mixed-use office and industrial building behind the Heritage Facades to replace portions of the Existing Building;
- and under development permit application No. DE419206 (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, accept the adding of the Existing Building to the City's Heritage Register, in the 'B' category therein, and accept the designation of the Heritage Facades 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;

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Heritage Revitalization Agreement  
Cemco Electrical Manufacturing Company Factory - 22 East 5<sup>th</sup> Avenue



- (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 for the rehabilitation and conservation of the Heritage Facades 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 Facades on the north and west sides and construct a new mixed-use office and industrial building behind the Heritage Facades to replace portions of the Existing Building on 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) **“Existing 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 Heritage Facades of the Existing Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“Heritage Facades”** has the meaning given above in the introductory paragraphs herein;
- (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 mixed-use office and industrial building to be constructed behind the Heritage Facades to replace portions of the Existing Building 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) "*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;
- (r) "*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 FACADES**

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 Facades 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 Existing Building, Heritage Facades and New Building are 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 the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for 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 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 the New Building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of 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 the New Building 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 Facades as rehabilitated and, in any event, keep them 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 Existing Building and the New Building, including the Heritage Facades, 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 Facades 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 Facades 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 Facades are damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair them or replace them with replica facades, 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 them as damaged or wishes not to replicate them, 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 Facades, as the case may be, the anticipated market value of the repaired or replicated facades, 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 Facades, 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 Facades, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Facades 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 Facades and fails to rectify any such default within thirty (30) days, or such longer period of time as may be reasonably necessary to cure such default provided that the Owner has commenced to cure the default prior to the expiry of the said 30 days and continuously and diligently prosecutes such cure, 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 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 New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, the New Building 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 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 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 New Building, Heritage Facades 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 Facades, 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 Facades:

- (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 Facades, 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 The I-1 Zoning District 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 so that the New Building is permitted to have a maximum height of 25.6 metres (83.8 feet);
  - (b) Section 4.7.1(b) is varied so that it does not apply except that a floor space ratio of 2.6 (approximately 4,461 m<sup>2</sup> (48,000 sq. ft.)) is permitted for General Office use (as such term is defined in the *Zoning & Development By-law*);
  - (c) Section 4.7.3(c) is varied so that it does not apply except that the Director of Planning may allow floors 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 to be excluded from the calculation of floor space ratio, provided that the maximum exclusion for a parking space shall not exceed 7.3 metres (24 feet) in length.

**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 8.2 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 12<sup>th</sup> 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 (3<sup>rd</sup>) 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.
- 10.13 **Limitation of Liability After Transfer.** Notwithstanding anything contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein, where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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 CA4112051 and the Assignment of Rents registered under number CA4112052;
- (b) **"Existing Chargeholder"** means COAST CAPITAL SAVINGS CREDIT UNION;
- (c) **"New Charges"** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars (\$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 Charges to the City; and
- (ii) agrees with the City that the New Charges charge 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 Charges, 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

**Authorization to enter into a Housing Agreement  
Re: 376 Powell Street**

On or about November 24, 2015 the Director of Planning approved Development Application Number DE419434 to develop on the referenced lands a three storey ten unit residential development, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, securing three of the dwelling units proposed in this application as rental housing, and otherwise restricting the use of those units as more particularly described in the City's prior-to DE letter of November 24, 2015 to Michelle Hamlyn of Conwest Residential Ltd.

A Housing Agreement 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 the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services  
May 3, 2016

376 Powell Street

ABF

BY-LAW NO.

A By-law to enact a Housing Agreement for 376 Powell 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: 015-602-001 Lot 15 Block 55 District Lot 196 Plan 196

PID: 015-602-176 Lot 16 Block 55 District Lot 196 Plan 196

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 13 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)  
[TO BE FILLED IN BY APPLICANT'S LAWYER]

LTO Client number:  
Phone number:  
Matter number: 14-0923 (Housing Agreement)

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

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

5. TRANSFEROR(S):  
THE LOOKOUT EMERGENCY AID SOCIETY, INC. NO. S11042

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)  
  
John B. Brown  
Barrister and Solicitor  
3200 - 650 West Georgia Street  
Vancouver, BC V6B 4P7

Execution Date

Y	M	D
16	04	20

Transferor(s) Signature(s)  
THE LOOKOUT EMERGENCY AID SOCIETY, by its authorized signatory(ies):  
  
Print Name: SHAYNE WILLIAMS

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

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_

Y	M	D
16		

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

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

**015-602-001 LOT 15 BLOCK 55 DISTRICT LOT 196 PLAN 196**

STC? YES

---

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

**015-602-176 LOT 16 BLOCK 55 DISTRICT LOT 196 PLAN 196**

STC? YES

---

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

STC? YES



TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
376 POWELL STREET

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference July 15, 2014 shall be read as follows:

- (i) the Transferor, THE LOOKOUT EMERGENCY AID SOCIETY, 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;

At a meeting on June 24, 2014, the City's Council approved a grant to the Owner to assist the Owner in renovating and making material improvements to the Building, including improving life safety, health and liveability in/of the Building, subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure 38 single room occupancy units in the Building as Rental Housing (as more particularly described in Section 1.1, the "SRO Units") on the terms and conditions more particularly set out in the minutes of that meeting (the "Housing Condition"); and

C. The Owner and the City are now entering into this Agreement to satisfy the 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 the building on the Lands know as *Sakura So Residence*, and Includes each and every portion of that building;
- (c) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;

- (d) "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;
- (e) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (f) "Development Permit" means a development permit issued by the City in respect of the renovation of the Building described in Recital C above and more particularly in the Administrative Report to the City's Council dated June 11, 2014, entitled "Housing Agreement and Grant to Lookout Emergency Aid Society for 376 Powell Street (Sakura So Residence)" (RTS No. 10611);
- (g) "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;
- (h) "Housing Condition" has the meaning ascribed to that term in Recital C;
- (i) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (j) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (k) "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;
- (l) "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;
- (m) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (n) "Owner" means The Lookout Emergency Aid Society and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then "Owner" includes, without limitation, any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;
- (o) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), 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;

- (p) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (q) "SRO Units" means 38 single room occupancy residential units to be refurbished within the Building, which units will comply with the terms hereof applicable to the same, and "SRO Unit" means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (r) "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 renovated Building; and
- (s) "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 with the City 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) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the SRO Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, the tenant's contribution towards rent payable in respect of not less than one third of the SRO Units, will be no more than the shelter component of income assistance (\$375 as of the reference date of this Agreement);
- (e) 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 SRO Unit to be sold or otherwise transferred unless title to every SRO 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 satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the SRO Units;
- (f) throughout the Term, it will not suffer, cause or permit the Building or the Lands to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;

- (g) throughout the Term, any sale of a SRO Unit in contravention of the covenant in Section 2.1(e), and any subdivision of the Building or the Lands in contravention of 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 insure, or cause to be insured, the Building, the SRO Units 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
- (i) 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. If the SRO 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 RECORD KEEPING

- 3.1 The Owner will keep accurate records pertaining to the use and occupancy of the SRO 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 4 ENFORCEMENT

- 4.1 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 5 RELEASE AND INDEMNITY

- 5.1 Release and Indemnity. Subject to Section 5.2, 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 Owner's Works;
  - 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 5.2 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 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(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 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 7.2(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.

- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 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 6 NOTICES

- 6.1 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:

The Lookout Emergency Aid Society  
429 Alexander Street  
Vancouver, British Columbia, V6A 1C6

Attention: Executive Director

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 7 MISCELLANEOUS

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 7.5 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.



- 7.6 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 with priority over all other encumbrances except those in favour of the City.
- 7.7 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 sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 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.
- 7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement 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, partnership or entity.
- 7.10 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****A By-law to amend  
Street and Traffic By-law No. 2849  
regarding heavy trucks**

This is a housekeeping amendment to address an oversight in the Street and Traffic By-law. The amendment will clarify that no truck with a gross vehicle weight or licensed gross vehicle weight in excess of 27,000 kilograms can be driven across the Granville Street Bridge

Director of Legal Services  
May 3, 2016

BY-LAW NO. **ABF**

**A By-law to amend  
Street and Traffic By-law No. 2849  
regarding heavy trucks**

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. In Section 90C, Council inserts the words “or licensed gross vehicle weight” immediately after the words “gross vehicle weight”.
3. 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.
4. 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****Ticket Offences By-law amending By-law No. 9360  
Re: Water Works By-law**

On December 15, 2015, Council approved amendments to the Ticket Offences By-law concerning the enforcement of the Water Works By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services  
May 3, 2016

BY-LAW NO. \_\_\_\_\_ *ABF*

**A By-law to amend Ticket Offences By-law No. 9360  
regarding Water Works By-law**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council strikes out Table 7 and substitutes:

**“Table 7  
Water Works By-law**

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
City Engineer Poundkeeper	Wasting water	Section 12.2	\$250.00
City Engineer	Create or allow unprotected cross connection	Section 4.1	\$500.00
	Fail to notify of cross connection causing contamination	Section 4.3(a)	\$500.00
	Fail to notify of cross connection that may cause contamination	Section 4.3(b)	\$500.00
	Fail to install backflow preventer	Section 4.3(c)	\$250.00
	Fail to comply with order to install backflow preventer	Section 4.3(d)	\$250.00
	Fail to comply with order to test backflow preventer	Section 4.3(e)	\$250.00
	Fail to comply with By-law re backflow preventer installation	Section 4.3(f)	\$250.00

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
	Fail to comply with By-law re backflow preventer testing	Section 4.3(g)	\$250.00
	Install control valve downstream of AVB	Section 4.5(g)	\$250.00
	Removal of backflow preventer without written consent of Engineer	Section 4.8	\$250.00
	Modifying or altering approved backflow preventer	Section 4.9	\$250.00
	Fail to use certified backflow assembly tester	Section 4.11(a)	\$250.00
	Fail to submit test report within 15 days	Section 4.11(c)	\$250.00
	Fail to repair or replace faulty backflow preventer	Section 4.11(e)	\$250.00
	Use of non-calibrated or non-certified test equipment	Section 4.12(a)	\$250.00
	Incorrect or false backflow assembly test report	Section 4.13	\$250.00

3. 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.

