

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1754-1772 Pendrell Street**

Following a public hearing on July 13, 2015, Council resolved on September 15, 2015, to amend the Zoning and Development By-law to create a CD-1 By-law for 1754-1772 Pendrell Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 31, 2016



1754-1772 Pendrell Street

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-692 (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 (629).

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 (629), 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 2.2.

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 space ratio must assume that the site consists of 1,606.4 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 6.96.

4.3 Computation of floor area must include all floors of all buildings, having a minimum ceiling height of 1.2 m, including earthen floor, above and below ground level, 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 that, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- 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 that, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof so used, that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- d) amenity areas, recreational facilities, and meeting rooms accessory to a residential use, to a maximum of 10% of the total permitted floor area; and
- e) 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 above base surface for that unit.

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

Building height

5.1 Building height, measured from base surface, must not exceed 58.0 m.

5.2 Despite the provisions of section 5.1 and of section 10.11 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms and for access and infrastructure required to maintain green roofs or urban agriculture, or roof-mounted energy technologies including solar panels and wind turbines, if the Director of Planning first considers:

- a) their siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- b) all applicable policies and guidelines adopted by Council;

and the Director of Planning must not permit any structure to exceed 3 m in height or 14 m in width.

Setbacks

6.1 Setbacks must be, at minimum:

- a) 3.7 m from the east property line;
- b) 2.1 m from the west property line;
- c) 3.7 m from the north property line (along Pendrell Street); and
- d) 4.0 m from the south property line.

6.2 Despite the provisions of section 6.1, the Director of Planning may allow projections into the required setbacks, if no additional floor area is created and the projections comply with the provisions of section 10.7 of the Zoning and Development By-law.

6.3 Despite the provisions of sections 6.1 and 6.2, the Director of Planning may allow projections into the required setbacks for open balconies, if the Director of Planning first considers:

- a) their siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- b) all applicable policies and guidelines adopted by Council;

and the Director of Planning must not permit a projection more than 5 m in width or 2 m in depth into the required setbacks.

Horizontal angle of daylight

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

7.2 The location of each 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 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.

7.5 An obstruction referred to in section 7.2 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 (629).

7.6 A habitable room referred to in section 7.1 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

8. 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

9. 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

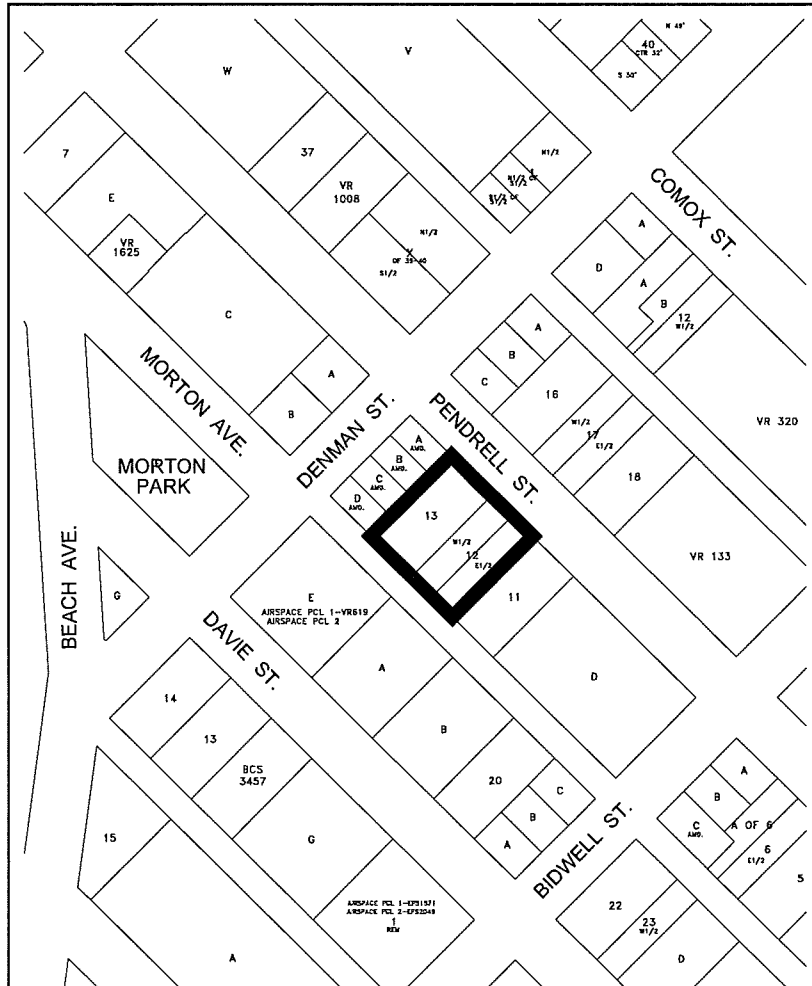
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule A



The properties outlined in black (**█**) are rezoned:
 From **RM-5A** to **CD-1**

Z-692 (a)

RZ- 1754-1772 Pendrell Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2015-06-16

EXPLANATION**Heritage Designation By-law
Re: 616 Princess Avenue**

At a public hearing on October 20, 2015, Council approved a recommendation to designate the structure and exterior envelope of the improvements and exterior building materials of a building at 616 Princess Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 31, 2016



616 Princess Avenue

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 envelope of
the improvements
and exterior
building materials of
heritage building

616 Princess Avenue
Vancouver, B.C.

PID: 015-567-052
LOT A (SEE 441890L)
OF LOTS 1 AND 2
BLOCK 84
DISTRICT LOT 196
PLAN 196

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 Housing Agreement
Re: 2312-2328 Galt Street**

The owner of these lands applied to rezone them to permit the development of a four-storey residential building containing 28 dwelling units, and following public hearing on October 20, 2015, Council approved this rezoning in principle, 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*) to secure all 28 dwelling units in the development as for-profit affordable rental housing units 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
May 31, 2016



2312-2328 Galt Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2312-2328 Galt 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: 029-774-608

Parcel A (being a consolidation of Lots 2 to 4, see
CA5011663) Block B District Lot 393 Group 1 New
Westminster District Plan 2201

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.

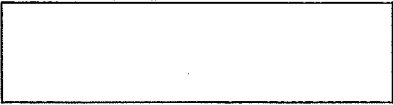
ENACTED by Council this _____ day of _____, 2016

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)
 Bell Alliance
 Barristers and Solicitors
 201 - 1367 West Broadway
 Vancouver BC V6H 4A7
 Telephone: (604) 873-8723
 LTO Client Number: 12235
 #LS-15-08062-002 (Housing Agreement)
 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
 029-774-608 PARCEL A (BEING A CONSOLIDATION OF LOTS 2 TO 4, SEE CA5011663)
 BLOCK B DISTRICT LOT 393 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
 STC? YES 2201

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):
 0997647 B.C. LTD., INC. NO. BC0997647
 NORTH SHORE CREDIT UNION, INC. NO. FI 18, (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

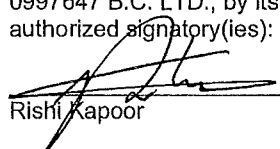
7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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)

 Sterling Hein
 Barrister & Solicitor
 Bell Alliance
 #201 - 1367 West Broadway
 Vancouver, BC V6H 4A7
 TEL: 604-873-8723
 (as to the signature of Rishi Kapoor)

Execution Date		
Y	M	D
16	04	13

Transferor(s) Signature(s)
 0997647 B.C. LTD., by its
 authorized signatory(ies):

 Rishi Kapoor

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

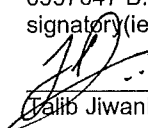
Transferor / Borrower / Party Signature(s)


Sterling Hein

Y	M	D
16	04	12
16	04	29

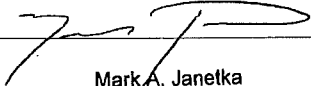
0997647 B.C. LTD., by its authorized signatory(ies):

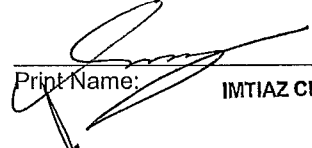
Barrister & Solicitor


Talib Jiwani

Bell Alliance
#201 - 1367 West Broadway
Vancouver, BC V6H 4A7
TEL: 604-873-8723
(as to the signature of Talib Jiwani)

NORTH SHORE CREDIT UNION by its authorized signatory(ies):


Mark A. Janetka
Commissioner for Taking Affidavits
for the Province of British Columbia
Expiry: March 31, 2016
BLUESHORE FINANCIAL CREDIT UNION
1260 LONSDALE AVE
NORTH VANCOUVER BC
V7M 2H6


Print Name: IMTIAZ CHAUDHRY


Print Name: GOLDEN MA

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 Entire Agreement

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgages CA4046872, extended by CA4096024, and CA4096024, extension of CA4046872 and Assignment of Rents CA4046873, extended by CA4096025, and CA4096025 extension of CA4046873

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
2312-2328 GALT STREET

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (i) the Transferor, 0997647 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 owner of the Lands;
- C. The Owner made an application to rezone (the "Rezoning Application") the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District to enable construction of a four-storey residential building with all units to be secured as for-profit affordable rental housing;
- D. After a public hearing on October 20, 2015 (the "Public Hearing") to consider the Rezoning Application, the City's elected council approved the Rezoning Application in principle subject to, among other matters, the condition that the Owner 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 for-profit affordable rental housing pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the building, and subject to the additional conditions set forth in the minutes of the Public Hearing; and
- E. The Owner is entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the 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 Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions. In this Agreement the following terms have the definitions now given:
- (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) "DCL By-law" means Vancouver Development Cost Levy By-law No. 9755;
- (h) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (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 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 unless otherwise provided in the DCL-By-law;
- (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 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 0997647 B.C. Ltd., and its successors and permitted assigns;
- (s) "Public Hearing" has the meaning ascribed to that term in Recital D;
- (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); and
- (z) "*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 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, 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 in accordance with the terms of this Agreement, 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 Unit in the New Building (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
- (e) it will not change the following approved unit mix except with the express prior written approval of the Chief Housing Officer:
 - 2-Bed -- 96%, or 27 units
 - 3-Bed - 4%, or one unit
 - Total Units = 28;
- (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 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;
- (g) 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;
- (h) 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(f), 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(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 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;
- (j) 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;
- (k) 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;

- (l) the average starting rents for each unit type will be at or below the rates set forth in Schedule A, subject to any increases allowed by the DCL By-law;
- (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; and
- (n) the rent charged for each unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year.

**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 Chief Housing Officer 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 Chief Housing Officer:

- (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, subject to any increases that may be allowed by the DCL By-law; 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 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 7, 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 5.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, 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:
 - (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, if entitled to do so 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, but such release, discharge and indemnity shall not apply in the case of any gross negligence or willful misconduct on the part of the City or any 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: City Clerk, with concurrent copies to the Chief Housing Officer and the Director of Legal Services

If to the Owner, addressed to:

0997647 B.C. Ltd.
PO Box 280003 - West Pender RPO
Vancouver, British Columbia
V6C 3T7

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(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, substantially in the form attached hereto as Schedule B, 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

Unit(s)	Bedroom type	Starting Monthly Rent Rate	Studio Unit (Reference)
1A	2	2002	824
1B	2	1750	720
1A1	2	1823	750
1B2	2	1750	720
1C	3	2396	1044
2A	2	1823	750
2A1	2	1823	750
2D	2	1944	800
2D3	2	1944	800
2E	2	1878	773
2E.1	2	1878	773
2F	2	1956	805
2F1	2	1956	805
3A	2	1823	750
2A1	2	1823	750
3D	2	1944	800
3D3	2	1944	800
3E	2	1878	773
3E.1	2	1878	773
3F	2	1956	805
3F1	2	1956	805
4G	2	2243	923
4G1	2	2243	923
4H	2	2041	840
4E	2	1878	773
4E.1	2	1878	773
4F	2	1956	805
4F.1	2	1956	805

Project Summary

Unit Type	Total Units	Average Rent	Average Unit Size
Studio			
1-bed	27	1923	751
3-bed	1	2396	1044

SCHEDULE B

ASSIGNMENT AND ASSUMPTION AGREEMENT

Re: Housing Agreement registered in the land Title Office at New Westminster on _____, 2016 under number CA_____

THIS AGREEMENT made as of _____, 20__.

AMONG:

0997647 B.C. Ltd
PO Box 280003 - West Pender RPO
Vancouver, British Columbia
V6C 3T7
(the "Transferor")

AND:

[full legal name of Transferee]
[address]
(the "Transferee")

AND:

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
(the "City")

WHEREAS:

- A. The Transferor is the owner and developer of a residential development (the "New Building") in the City of Vancouver located at 2312 - 2328 Galt Street, legally known and described as:
- PID: _____
- _____
(the "Lands");
- B. The Transferor entered into a Rental 100 Housing Agreement and Building Use Covenant (the "Housing Agreement") with the City which was registered in the Land Title Office in New Westminster on _____, 2016 under number CA_____;
- C. The Housing Agreement provides in Section 8.8 that:

“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(f), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, substantially in the form attached hereto as Schedule B, 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).”

- D. The Transferor now proposes to transfer title to the Lands to the Transferee; and
- E. The parties are therefore entering into this assignment and assumption agreement to satisfy the above requirement in the Housing Agreement.

NOW THEREFORE in consideration of the premises and the amount of \$1.00 of lawful money of Canada now paid by each of the parties to the other, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual promises and agreements set forth herein, the parties agree each with the other as follows:

1. Effective as of the date hereof, the Transferor hereby absolutely assigns and transfers to the Transferee, all of the Transferor's right, title, interest and benefit in and to, and obligations under, the Housing Agreement in respect of the Lands and the New Building.
2. Effective as of the date hereof the Transferee will and does hereby assume all of the Transferor's covenants and obligations under the Housing Agreement in respect of the Lands and the New Building (collectively, the "Transferor's Obligations"), and the Transferee will observe and perform all the Transferor's Obligations and will and does hereby indemnify and save harmless the Transferor and the City from any and all losses, costs and/or liabilities incurred by the Transferor or the City, respectively, in respect of any breach or non-observance by the Transferee of the Transferor's Obligations.
3. Each of the parties will execute and deliver, at the reasonable request of another, all further agreements and instruments, and will perform all acts as may be necessary to give full effect to this Agreement, and to make this Agreement legally effective, binding and enforceable as between them, and as against third parties.
4. This Agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
5. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original, electronically or email or faxed form and the parties adopt any signatures received by email or a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other parties an original of the signed copy of this Agreement which was so emailed or faxed.

6. This Agreement will be governed by and construed in accordance with British Columbia law and will be treated in all respects as a British Columbia contract.

TO EVIDENCE THEIR AGREEMENT each of the parties has executed this Agreement as of the date first above written.

By the Transferee:
[FULL LEGAL NAME OF TRANSFEREE]

By the Transferor:
0997647 B.C. LTD.

Per: _____

Per: _____
Authorized Signatory

CITY OF VANCOUVER

Per: _____
Authorized Signatory

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charges” means the Mortgages registered under numbers CA4046872 (extended by CA4096024) and CA4096024 (extension of CA4046872), and the Assignments of Rents registered under numbers CA4046873 (extended by CA4096025) and CA4096025 (extension of CA4046873);
- (b) “Existing Chargeholder” means North Shore Credit Union;
- (c) “New Charges” means the *Land Title Act* Section 219 Covenant and *Vancouver Charter* Section 565.2 Housing Agreement 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 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