

## EXPLANATION

**Authorization to enter into a Housing Agreement  
For Profit Affordable Rental Housing  
Re: 3699 Marine Way**

As a precondition to the development permit issued for the subject lands under the “Rental 100: Secured Market Rental Housing” program, the owner of the lands was required, among other things, to make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a housing agreement pursuant to section 565.2 of the *Vancouver Charter* to secure not less than 269 residential units in this development as market rental housing.

A Housing Agreement was entered into and subsequently approved by Housing Agreement By-law No. 11439, enacted on Feb 23, 2016. Thereafter, the Owner realized an error had been made in preparing the Housing Agreement when they attached a rent roll reflecting the East Area DCL Maximum Rents 2015 as set out in the Rental Incentive Guidelines for 2015, instead of a rent roll prepared using 2016 maximum allowable rents, which were permitted under the Prior-to letter dated February 23, 2016. The Owner has requested the City amend the Housing Agreement to rectify this error and the City has agreed that a replacement housing agreement referencing the 2016 maximum allowable rents be entered into to replace the existing Housing Agreement. The replacement Housing Agreement for 3699 Marine Way has been updated to refer to 2016 maximum rents and continues to secure 269 residential units of for-profit affordable rental housing (“Rental 100”) for the greater of 60 years or the life of project and adds covenants that prohibit the subdivision of those units by strata plan and the separate sale of any of those units without the City’s prior consent.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagees that satisfies the above conditions imposed by Council.

Director of Legal Services  
June 27, 2017

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

**A By-law to enact a Housing Agreement  
For Rental 100 Housing  
at 3699 Marine Way**

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

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

PID: 029-787-106                      Lot 50, District Lot 331, Group 1, NWD Plan EPP58852

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                      , 2017

\_\_\_\_\_  
Mayor

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

**Schedule A**

FORM C\_V22 (Charge)

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

PAGE 1 OF 24 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)  
**Michelle Stewart, Paralegal of Fasken Martineau DuMoulin LLP**  
**Barristers & Solicitors**  
**2900 - 550 Burrard Street**  
**Vancouver BC V6C 0A3**  
 LTO Client No. 11565  
 Matter No. 259808.01112/13625  
 Telephone: 604 631 3131  
 Parcel 43 - Rental 100 Housing Agreement  
 Deduct LISA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]  
**029-787-106 LOT 50 DL 331 GP 1 NWD PLAN EPP58852**  
 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):  
**PARK LANE FRASER LANDS NORTH LTD. (INC. NO. BC0780024)**  
**CANADIAN IMPERIAL BANK OF COMMERCE, AS TO PRIORITY**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
**453 WEST 12TH AVENUE** Incorporation No  
**VANCOUVER** BRITISH COLUMBIA N/A  
**V5Y 1V4** CANADA

7. ADDITIONAL OR MODIFIED TERMS:  
 None

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

Officer Signature(s)  
  
**CHRISTA L. SCOWBY**  
**Barrister & Solicitor**  
**WESGROUP PROPERTIES**  
**#910-1055 DUNSMUIR ST**  
**VANCOUVER, B.C. V7X 1L3**  
**604-633-2886**

Execution Date		
Y	M	D
17	05	25

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

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



LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument
Priority Agreement		Granting the Covenant with one registration number lower than this priority agreement priority over Mortgage CA5224801 and Assignment of Rents CA5224802
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

## TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT  
3699 Marine Way

## WHEREAS:

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

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

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

- (vii) that the Owner covenants to, prior to issuance of an Occupancy Permit, submit a finalized Rent Roll to the satisfaction of the Chief Housing Officer and the Director of Legal Services that reflects the agreed initial monthly rents as of occupancy, allowing rents to be increased annually from the time of Development Permit issuance to Occupancy Permit issuance, on either a per unit or a per square foot basis; and
  - (viii) on such other terms and conditions as the Chief Housing Officer and the Director of Legal Services may in their sole discretion require; and
- E. The Owner entered into an agreement on February 9, 2016 registered against title to the Lands under number CA5044906 (the "Original Rental 100 Housing Agreement and Building Use Covenant") to satisfy the foregoing conditions. The Rent Roll attached to the Original Rental 100 Housing Agreement and Building Use Covenant did not correctly reflect the average starting rents of the units based on the Average Maximum Rents for 2016.
- F. The City and the Owner have agreed to release the Original Rental Housing Agreement and Building Use Covenant and replace it with this Agreement.
- G. This Agreement is entered into by the Owner to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the buildings thereon:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
  - (b) "Average Maximum Rents for 2016" means:

Unit Type	East Area DCL Maximum Rents 2016
Studio	\$1,260
1-bedroom	\$1,675
2-bedroom	\$2,084
3-bedroom	\$2,606

- (c) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (d) "Chief Housing Officer" means the chief administrator from time to time of the Housing Policy and Projects Department and his/her successors in function and their respective nominees;

- (e) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (f) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (g) "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;
- (h) "DCL By-law" has the meaning ascribed in Recital D;
- (i) "Development Permit" means the development permit issued by the City authorizing the development of the Lands pursuant to development permit application no. DE418252;
- (j) "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;
- (k) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) "Effective Date" means February 23, 2016, notwithstanding the date this Agreement is executed;
- (m) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units, and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (n) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (o) "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;
- (p) "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;
- (q) "New Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;



- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (s) "Owner" means the registered owner of the Lands as of the Effective Date, namely Park Lane Fraser Lands North Ltd., and its successors and permitted assigns;
- (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) "Owner's Personnel" means any and all of the directors, officers, employees, agents, nominees, contractors and subcontractors of the Owner;
- (w) "Rental Housing" means a residential unit which is not occupied by the Owner of the same, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (x) "Substantial Destruction" means any damage to any New Building which is not capable of being substantially repaired within 180 days of the occurrence of such damage;
- (y) "Term" means the term of this Agreement, which will commence on the Effective Date and, subject to Section 2.1(m), will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Buildings; or
  - (ii) the date as of which any New Building is demolished or Substantially Destroyed;
- (z) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (aa) "*Vancouver DCL By-law*" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

**ARTICLE 2  
USE OF LANDS AND NEW BUILDINGS**

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

contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) not less than 56.1% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have two or more bedrooms and not less than 5.6% of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have three or more bedrooms in accordance with the requirements in the East Fraser Lands Official Development Plan, and such units will be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
- (f) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any of the Dwelling Units (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units (or each Replacement Dwelling Unit, as applicable) contained within a New Building is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
- (g) it will not suffer, cause or permit, the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan except a subdivision, by air space parcel plan, to create two parcels, each containing one of the New Buildings;
- (h) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Buildings (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will keep and maintain the New Buildings (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted;
- (j) if the New Buildings or any part thereof are damaged, it will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred subject to Section 2.1(m);
- (k) it will insure the New Buildings (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A; however such rents may be escalated annually as permitted by the DCL By-law, from the time of Development Permit issuance to Occupancy Permit issuance and may be further adjusted as between individual units provided the average rents proposed to be charged by the Owner for each unit type do not exceed the Average Maximum Rents for 2016 plus the annual escalations permitted by the DCL By-law; and
- (m) in the event of the Substantial Destruction or demolition of any New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, which Substantial Destruction or demolition was not caused by any act or omission of the Owner, the Owner may request that the City consider exempting the applicable New Building from the requirements of this Agreement and request termination of this Agreement. The City will review and consider the Owner's request in accordance with the City's then-current public policy objectives and By-laws, including the DCL By-law and any replacement thereto and will determine the application of the terms of this Agreement to the New Buildings within a reasonable period of time after such request. If the City does not permit termination of this Agreement, then the Owner will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Buildings pursuant to this Agreement for the duration of the Term.

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

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

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

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

**ARTICLE 5  
RECORD KEEPING**

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

**ARTICLE 6  
RELEASE AND INDEMNITY**

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

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

(iii) by reason of the City or City Personnel:

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

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

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

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

(i) any negligent act or omission or willful 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 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

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

If to the Owner, addressed to:

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

Attention: General Counsel

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

#### ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and



regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated; restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or any New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption or acknowledgement agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

- 8.10 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

SCHEDULE A - RENT ROLL



Secured Market Rental Projects Requesting a DCL Waiver

Instructions

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

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

[www2.gov.bc.ca/gov/topic.page?pid=559067CD1F8548658B3732CFC299C408](http://www2.gov.bc.ca/gov/topic.page?pid=559067CD1F8548658B3732CFC299C408)

Project Address:	3688 & 3618 Sawmill Crescent	Submitted By:	WesGroup
Date:	2017/04/20		
	(YYYY/MM/DD)		

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

RENT ROLL

Address	Unit #	Bedroom Type	Rental Rate	Net area	Rate/sf
3688 Sawmill	101	2 BD - bb	\$2,000	784	\$2.55
3688 Sawmill	102	2 BD - B	\$2,000	778	\$2.57
3688 Sawmill	103	2 BD - B#	\$2,000	807	\$2.48
3688 Sawmill	104	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	105	2 BD - Bc	\$2,000	773	\$2.59
3688 Sawmill	106	2 BD - B2	\$2,000	832	\$2.58
3688 Sawmill	107	2 BD - B2	\$2,200	891	\$2.47
3688 Sawmill	108	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	109	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	110	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	111	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	112	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	113	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	114	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	115	2 BD - B2a	\$2,000	893	\$2.24
3688 Sawmill	116	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	117	2 BD - B	\$1,800	778	\$2.34
3688 Sawmill	118	1 BD - Aa	\$1,550	527	\$2.94
3688 Sawmill	119	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	120	2 BD - B	\$1,900	778	\$2.44
3688 Sawmill	121	2 BD - B7	\$2,100	872	\$2.41
3688 Sawmill	122	2 BD - B5	\$2,050	765	\$2.68
3688 Sawmill	123	1 BD - A3a	\$1,575	488	\$3.25
3688 Sawmill	124	2 BD - B	\$2,000	778	\$2.57



3688 Sawmill	125	2 BD - D1	\$1,950	732	\$2.66
3688 Sawmill	181	2 BD - D6	\$1,800	784	\$2.30
3688 Sawmill	202	1 BD - B	\$1,850	778	\$2.38
3688 Sawmill	203	2 BD - Bb	\$1,350	807	\$2.29
3688 Sawmill	204	1 BD - A	\$1,925	510	\$2.99
3688 Sawmill	205	2 BD - Dc	\$1,850	773	\$2.39
3688 Sawmill	206	2 BD - B4	\$2,350	928	\$2.53
3688 Sawmill	207	2 BD - B4	\$2,250	928	\$2.42
3688 Sawmill	208	2 BD - B	\$1,725	778	\$2.22
3688 Sawmill	209	1 BD - A	\$1,590	510	\$2.94
3688 Sawmill	210	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	211	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	212	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	213	2 BD - 0	\$1,749	778	\$2.25
3688 Sawmill	214	1 BD - A	\$1,350	510	\$3.04
3688 Sawmill	215	2 BD - B2a	\$2,050	903	\$2.27
3688 Sawmill	216	2 BD - B	\$1,725	778	\$2.22
3688 Sawmill	217	2 BD - B	\$1,725	778	\$2.22
3688 Sawmill	218	1 BD - Aa	\$1,500	527	\$2.85
3688 Sawmill	219	1 BD - A	\$1,500	510	\$2.94
3688 Sawmill	220	2 BD - B	\$1,725	778	\$2.22
3688 Sawmill	221	2 BD - B7	\$2,050	892	\$2.35
3688 Sawmill	222	2 BD - B2	\$2,050	892	\$2.35
3688 Sawmill	223	1 BD - A3	\$1,700	625	\$2.72
3688 Sawmill	224	2 BD - B	\$1,850	778	\$2.38
3688 Sawmill	225	1 BD - A	\$1,550	510	\$3.04
3688 Sawmill	226	2 BD - B	\$1,775	778	\$2.28
3688 Sawmill	301	2 BD - Bb	\$1,950	784	\$2.49
3688 Sawmill	302	2 BD - B	\$1,950	778	\$2.51
3688 Sawmill	303	2 BD - Ba	\$1,950	807	\$2.42
3688 Sawmill	304	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	305	2 BD - Bc	\$1,950	773	\$2.52
3688 Sawmill	306	2 BD - B4	\$2,450	928	\$2.64
3688 Sawmill	307	2 BD - B4	\$2,350	928	\$2.53
3688 Sawmill	308	2 BD - B	\$1,850	778	\$2.38
3688 Sawmill	309	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	310	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	311	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	312	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	313	2 BD - B	\$2,060	778	\$2.57
3688 Sawmill	314	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	315	2 BD - B2a	\$2,150	913	\$2.35
3688 Sawmill	316	2 BD - B	\$1,850	778	\$2.38
3688 Sawmill	317	2 BD - B	\$1,850	778	\$2.38
3688 Sawmill	318	1 BD - Aa	\$1,600	527	\$3.04
3688 Sawmill	319	1 BD - A	\$1,600	510	\$3.14
3688 Sawmill	320	2 BD - B	\$1,850	778	\$2.38
3688 Sawmill	321	2 BD - B7	\$2,250	892	\$2.58
3688 Sawmill	322	2 BD - B2	\$2,250	892	\$2.58
3688 Sawmill	323	1 BD - A3	\$1,775	625	\$2.84
3688 Sawmill	324	2 BD - B	\$1,950	778	\$2.51



3688 Sawmill	325	1 0D - A	\$1,650	510	\$3.24
3688 Sawmill	326	2 8D - B	\$1,850	778	\$2.38
3688 Sawmill	401	2 8D - Bb	\$2,050	784	\$2.61
3688 Sawmill	402	2 8D - B	\$2,050	778	\$2.69
3688 Sawmill	403	2 8D - Ba	\$2,050	807	\$2.54
3688 Sawmill	404	1 8D - A	\$1,875	510	\$3.28
3688 Sawmill	405	2 8D - Bc	\$2,050	773	\$2.85
3688 Sawmill	406	2 8D - B4	\$2,550	928	\$2.75
3688 Sawmill	407	2 8D - B4	\$2,450	928	\$2.64
3688 Sawmill	408	2 8D - B	\$1,950	778	\$2.51
3688 Sawmill	409	1 8D - A	\$1,600	510	\$3.24
3688 Sawmill	410	1 8D - A	\$1,600	510	\$3.14
3688 Sawmill	411	1 0D - A	\$1,600	510	\$3.14
3688 Sawmill	412	1 8D - A	\$1,600	510	\$3.14
3688 Sawmill	413	2 8D - B	\$2,100	778	\$2.70
3688 Sawmill	414	1 8D - A	\$1,600	510	\$3.14
3688 Sawmill	415	2 8D - B2a	\$2,250	923	\$2.44
3688 Sawmill	416	2 8D - B	\$1,950	778	\$2.51
3688 Sawmill	417	2 8D - B	\$1,950	778	\$2.51
3688 Sawmill	418	1 8D - A3	\$1,600	527	\$3.04
3688 Sawmill	419	1 8D - A	\$1,600	510	\$3.14
3688 Sawmill	420	2 8D - B	\$1,950	778	\$2.51
3688 Sawmill	421	2 8D - B7	\$2,350	872	\$2.69
3688 Sawmill	422	2 8D - B2	\$2,350	892	\$2.63
3688 Sawmill	423	1 8D - A3	\$1,600	525	\$2.88
3688 Sawmill	424	2 8D - B	\$2,050	778	\$2.69
3688 Sawmill	425	1 8D - A	\$1,650	510	\$3.23
3688 Sawmill	426	2 8D - B	\$1,950	778	\$2.51
3688 Sawmill	501	2 8D - Bb	\$2,150	784	\$2.74
3688 Sawmill	502	2 8D - B	\$2,150	778	\$2.76
3688 Sawmill	503	2 8D - Bb	\$2,150	807	\$2.66
3688 Sawmill	504	1 8D - A	\$1,750	510	\$3.49
3688 Sawmill	505	2 8D - Bc	\$2,150	773	\$2.78
3688 Sawmill	506	2 8D - B4	\$2,650	928	\$2.86
3688 Sawmill	507	2 8D - B4	\$2,550	928	\$2.75
3688 Sawmill	508	2 8D - B	\$2,050	778	\$2.63
3688 Sawmill	509	1 8D - A	\$1,700	510	\$3.33
3688 Sawmill	510	1 8D - A	\$1,700	510	\$3.33
3688 Sawmill	511	1 8D - A	\$1,700	510	\$3.33
3688 Sawmill	512	1 8D - A	\$1,700	510	\$3.33
3688 Sawmill	513	2 0D - B	\$2,200	778	\$2.83
3688 Sawmill	514	1 8D - A	\$1,725	510	\$3.38
3688 Sawmill	515	2 8D - B2b	\$2,350	892	\$2.52
3688 Sawmill	516	2 8D - B	\$2,150	778	\$2.76
3688 Sawmill	517	2 8D - B	\$2,150	778	\$2.76
3688 Sawmill	518	1 8D - Aa	\$1,700	527	\$3.23
3688 Sawmill	519	1 8D - A	\$1,700	510	\$3.33
3688 Sawmill	520	2 8D - B	\$2,150	778	\$2.76
3688 Sawmill	521	2 8D - B7	\$2,400	872	\$2.75
3688 Sawmill	522	2 8D - B2	\$2,400	892	\$2.69
3688 Sawmill	523	1 8D - A3	\$1,900	625	\$3.04



3688 Sawmill	524	2 BD - B	\$2,200	778	\$2.83
3688 Sawmill	525	1 BD - A	\$1,700	510	\$3.33
3688 Sawmill	526	2 BD - B	\$2,150	778	\$2.76
3688 Sawmill	601	2 BD - Bb	\$2,400	784	\$2.81
3688 Sawmill	602	2 BD - B	\$2,200	778	\$2.83
3688 Sawmill	603	2 BD - Ba	\$2,250	807	\$2.79
3688 Sawmill	604	1 BD - A	\$1,750	510	\$3.43
3688 Sawmill	605	2 BD - Bc	\$2,175	773	\$2.81
3688 Sawmill	606	2 BD - B1	\$2,600	928	\$2.80
3688 Sawmill	607	1 BD - A4	\$2,050	636	\$3.22
3688 Sawmill	608	2 BD - B	\$2,100	778	\$2.70
3688 Sawmill	609	1 BD - A	\$1,675	510	\$3.28
3688 Sawmill	610	1 BD - A	\$1,675	510	\$3.28
3688 Sawmill	611	1 BD - A	\$1,675	530	\$3.28
3688 Sawmill	612	1 BD - A	\$1,675	510	\$3.28
3688 Sawmill	613	2 BD - B	\$2,150	778	\$2.76
3688 Sawmill	614	1 BD - A	\$1,675	510	\$3.28
3688 Sawmill	615	2 BD - B3a	\$2,250	943	\$3.39
3688 Sawmill	616	2 BD - B	\$2,100	778	\$2.70
3688 Sawmill	617	2 BD - B	\$2,100	778	\$2.70
3688 Sawmill	618	1 BD - Aa	\$1,700	527	\$3.23
3688 Sawmill	619	1 BD - A	\$1,700	510	\$3.33
3688 Sawmill	620	2 BD - B	\$1,700	778	\$2.70
3688 Sawmill	621	1 BD - Aa	\$1,900	546	\$3.48
3688 Sawmill	622	2 BD - B2	\$2,350	892	\$2.63
3688 Sawmill	623	1 BD - A1	\$1,800	625	\$2.88
3688 Sawmill	624	2 BD - B	\$2,200	778	\$2.83
3688 Sawmill	625	1 BD - A	\$1,750	510	\$3.43
3688 Sawmill	626	2 BD - B	\$2,150	778	\$2.76
3618 Sawmill	101	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	101	2 BD - B	\$1,950	778	\$2.51
3618 Sawmill	103	2 BD - B2b	\$1,950	860	\$2.72
3618 Sawmill	104	2 BD - B7a	\$1,950	899	\$2.17
3618 Sawmill	105	2 BD - B	\$1,950	778	\$2.51
3618 Sawmill	106	2 BD - B	\$1,950	778	\$2.51
3618 Sawmill	107	3 BD - Ca	\$2,600	1014	\$2.56
3618 Sawmill	108	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	109	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	110	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	111	1 BD - Ab	\$1,625	505	\$3.22
3618 Sawmill	112	1 BD - Aa	\$1,650	517	\$3.13
3618 Sawmill	113	1 BD - A3a	\$1,550	488	\$3.18
3618 Sawmill	114	3 BD - C	\$2,550	875	\$2.62
3618 Sawmill	115	2 BD - Bc	\$2,100	841	\$2.50
3618 Sawmill	116	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	117	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	118	1 BD - Ac	\$1,500	513	\$2.92
3618 Sawmill	119	2 BD - B	\$1,750	778	\$2.25
3618 Sawmill	201	2 BD - Ba	\$1,900	807	\$2.35
3618 Sawmill	202	2 BD - B	\$1,850	778	\$2.38
3618 Sawmill	203	2 BD - B2b	\$2,050	850	\$2.33



3618 Sawmill	204	2 BD - B7a	\$7,100	909	\$2.31
3618 Sawmill	205	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	206	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	207	3 BD - Ca	\$2,450	1014	\$2.42
3618 Sawmill	208	1 BD - A	\$1,800	510	\$3.10
3618 Sawmill	209	1 BD - A	\$1,800	510	\$3.10
3618 Sawmill	210	1 BD - A	\$1,600	510	\$3.14
3618 Sawmill	211	1 BD - Ab	\$1,600	504	\$3.17
3618 Sawmill	212	1 BD - Aa	\$1,625	527	\$3.08
3618 Sawmill	213	1 BD - A3	\$1,800	625	\$2.88
3618 Sawmill	214	3 BD - C	\$2,350	975	\$2.41
3618 Sawmill	215	3 BD - Ca	\$2,450	1014	\$2.42
3618 Sawmill	216	1 BD - A	\$1,550	510	\$3.04
3618 Sawmill	217	1 BD - A	\$1,550	510	\$3.04
3618 Sawmill	218	1 BD - Ac	\$1,950	513	\$3.02
3618 Sawmill	219	2 BD - B	\$1,800	778	\$2.31
3618 Sawmill	301	2 BD - B2a	\$1,950	807	\$2.42
3618 Sawmill	302	2 BD - B	\$1,900	778	\$2.44
3618 Sawmill	303	2 BD - B2b	\$2,100	880	\$2.39
3618 Sawmill	304	2 BD - B7a	\$2,200	920	\$2.39
3618 Sawmill	305	2 BD - B	\$1,950	778	\$2.31
3618 Sawmill	306	2 BD - B	\$1,950	778	\$2.31
3618 Sawmill	307	3 BD - Ca	\$2,050	1014	\$2.61
3618 Sawmill	308	1 BD - A	\$1,675	510	\$3.23
3618 Sawmill	309	1 BD - A	\$1,675	510	\$3.23
3618 Sawmill	310	1 BD - A	\$1,675	510	\$3.23
3618 Sawmill	311	1 BD - Ab	\$1,675	504	\$3.32
3618 Sawmill	312	1 BD - Aa	\$1,675	527	\$3.18
3618 Sawmill	313	1 BD - A3	\$1,850	625	\$2.96
3618 Sawmill	314	3 BD - C	\$2,450	975	\$2.51
3618 Sawmill	315	3 BD - Ca	\$2,350	1014	\$2.51
3618 Sawmill	316	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	317	1 BD - A	\$1,625	510	\$3.19
3618 Sawmill	318	1 BD - Ac	\$1,625	513	\$3.17
3618 Sawmill	319	2 BD - B	\$1,850	778	\$2.38
3618 Sawmill	401	2 BD - Ba	\$2,050	807	\$2.54
3618 Sawmill	402	2 BD - B	\$1,950	778	\$2.51
3618 Sawmill	403	2 BD - B2b	\$2,150	880	\$2.44
3618 Sawmill	404	2 BD - B7a	\$2,250	931	\$2.42
3618 Sawmill	405	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	406	2 BD - B	\$2,000	778	\$2.57
3618 Sawmill	407	3 BD - Ca	\$2,750	1014	\$2.71
3618 Sawmill	408	1 BD - A	\$1,725	510	\$3.33
3618 Sawmill	409	1 BD - A	\$1,725	510	\$3.33
3618 Sawmill	410	1 BD - A	\$1,725	510	\$3.33
3618 Sawmill	411	1 BD - Ab	\$1,725	504	\$3.42
3618 Sawmill	412	1 BD - Aa	\$1,750	527	\$3.32
3618 Sawmill	413	1 BD - A3	\$1,900	625	\$3.04
3618 Sawmill	414	3 BD - C	\$2,350	975	\$2.62
3618 Sawmill	415	3 BD - Ca	\$2,650	1014	\$2.61
3618 Sawmill	416	1 BD - A	\$1,675	510	\$3.28



2-bed	136	\$2,084.00	817	\$2.55
3-bed	15	\$2,606.00	298	\$2.61
<b>Project Total</b>	<b>269</b>	<b>\$1,934</b>	<b>598</b>	<b>\$2.77</b>

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

Note to Staff:

Please add the Maximum Allowable Rent Increases applicable under the RTA.



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the mortgage and assignment of rents registered under numbers CA5224801 and CA5224802, respectively;
- (b) **"Existing Chargeholder"** means Canadian Imperial Bank of Commerce;
- (c) **"New Charge"** means the Section 219 Covenant 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 \$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 Charge to the City; and
- (ii) agrees with the City that the New Charge 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 Charge, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

**END OF DOCUMENT**

## EXPLANATION

### **Heritage Designation By-law Re: 2733 Franklin Street**

At a public hearing on June 13, 2017, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 2733 Franklin Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
June 27, 2017



**EXPLANATION****A By-law to amend the Zoning & Development By-law  
Regarding CD-1 By-law No. 5060**

Following the public hearing on September 16, 2014, Council resolved to amend By-law No. 5060 regarding 1890 Skeena Street (Akali Singh Sikh Temple). 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  
June 27, 2017

1890 Skeena Street  
(Akali Singh Sikh Temple)

BY-LAW NO. ABF

**A By-law to amend CD-1 By-law No. 5060**

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

1. This by-law amends the indicated provisions of By-law No. 5060.
2. In Section 3, Council:
  - (a) strikes out "0.30" and substitutes "0.36".
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 \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 601 West Hastings Street**

Following the Public Hearing on September 16, 2014, Council gave conditional approval to the rezoning of the site at 601 West Hastings 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  
June 27, 2017

601 West Hastings Street

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

**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-682 (b) 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 (666).

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 the By-law or in a development permit, the only uses permitted in CD-1 (666) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Use;
- (b) Institutional Use;
- (c) Office Use;
- (d) Retail Use;
- (e) Service Use; and
- (f) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

**Conditions of use**

3. On floors located at street level, except for entrances to other uses, only the following uses are permitted:

- (a) Retail Use, limited to Retail Store; and
- (b) Service Use, limited to Restaurant.

## **Building height**

4. The building height, measured above base surface, must not exceed 109.5 m, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

## **Floor area and density**

5.1 Computation of floor space ratio must assume that the site consists of 869 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 24.34.

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

5.4 Computation of floor area must exclude:

- (a) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls; and
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length.

5.5 Computation of floor area may exclude:

- (a) amenity areas, at the discretion of the Director of Planning or Development Permit Board, except that the total exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m<sup>2</sup>; and
- (b) a covered open-air space, located at grade, with secured public access.

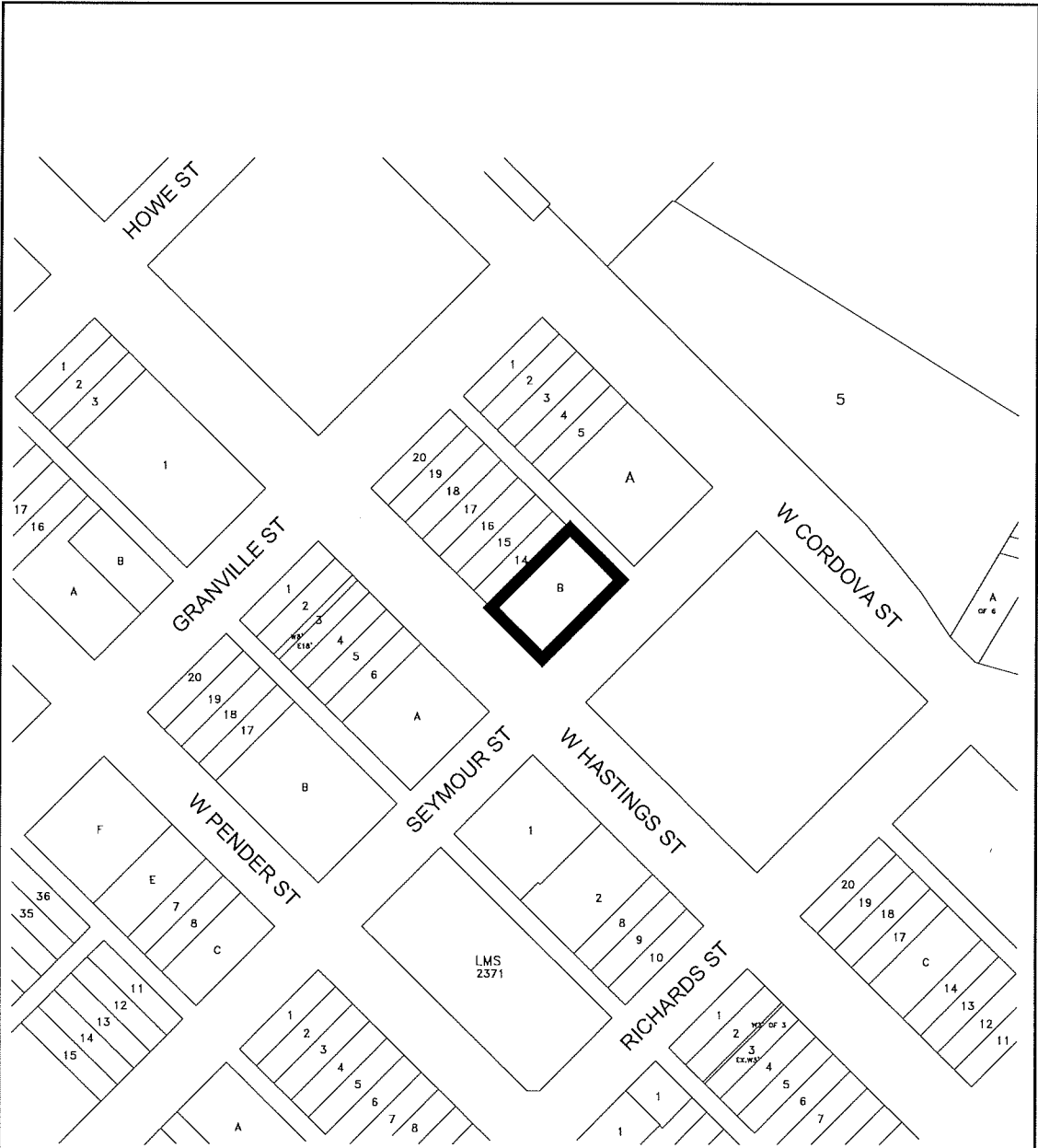
5.6 The use of floor area excluded under section 5.4 and 5.5 must not include any purpose other than that which justified the exclusion.


## **Severability**

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







The property outlined in black (  ) is rezoned:  
 From **CD-1** to a new **CD-1**

**Z-682 (b)**

RZ - 601 W Hastings Street

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2014-08-13

**EXPLANATION****A By-law to amend the Zoning & Development By-law  
Regarding CD-1 By-law No. 5810**

Following the public hearing on September 16, 2014, Council resolved to amend By-law No. 5810 regarding 333 Seymour Street (formerly 601 West Hastings Street/602 West Cordova 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  
June 27, 2017

333 Seymour Street  
(formerly 601 West Hastings Street/602 West Cordova Street)

BY-LAW NO. ABF

**A By-law to amend CD-1 By-law No. 5810**

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

1. This By-law amends the indicated provisions of By-law No. 5810.
2. In section 1, Council strikes out “Z-296” and substitutes “Z-682 (a)”.
3. Council strikes out Schedule A to By-law No. 5810 and substitutes the plan marginally numbered “Z-682 (a)” and attached to this By-law as Schedule A.
4. In section 2, Council:
  - (a) strikes out paragraph (a);
  - (b) re-names paragraphs (b) and (c) as (a) and (b) respectively; and
  - (c) in re-named paragraph (a) strikes out the words “in that portion of the outlined area situated on the southwest corner of Cordova and Seymour Streets (SITE B):”
5. In Section 3, Council:
  - (a) strikes out sections 3.1 and 3.3;
  - (b) re-numbers section 3.2 as section 3; and
  - (c) in re-numbered section 3:
    - (i) strikes out paragraph (a),
    - (ii) strikes out “SITE B” and substitutes “this site”, and
    - (iii) strikes out “subject to the following...(b)” and substitutes “except that”.
6. Council strikes out Section 4.
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

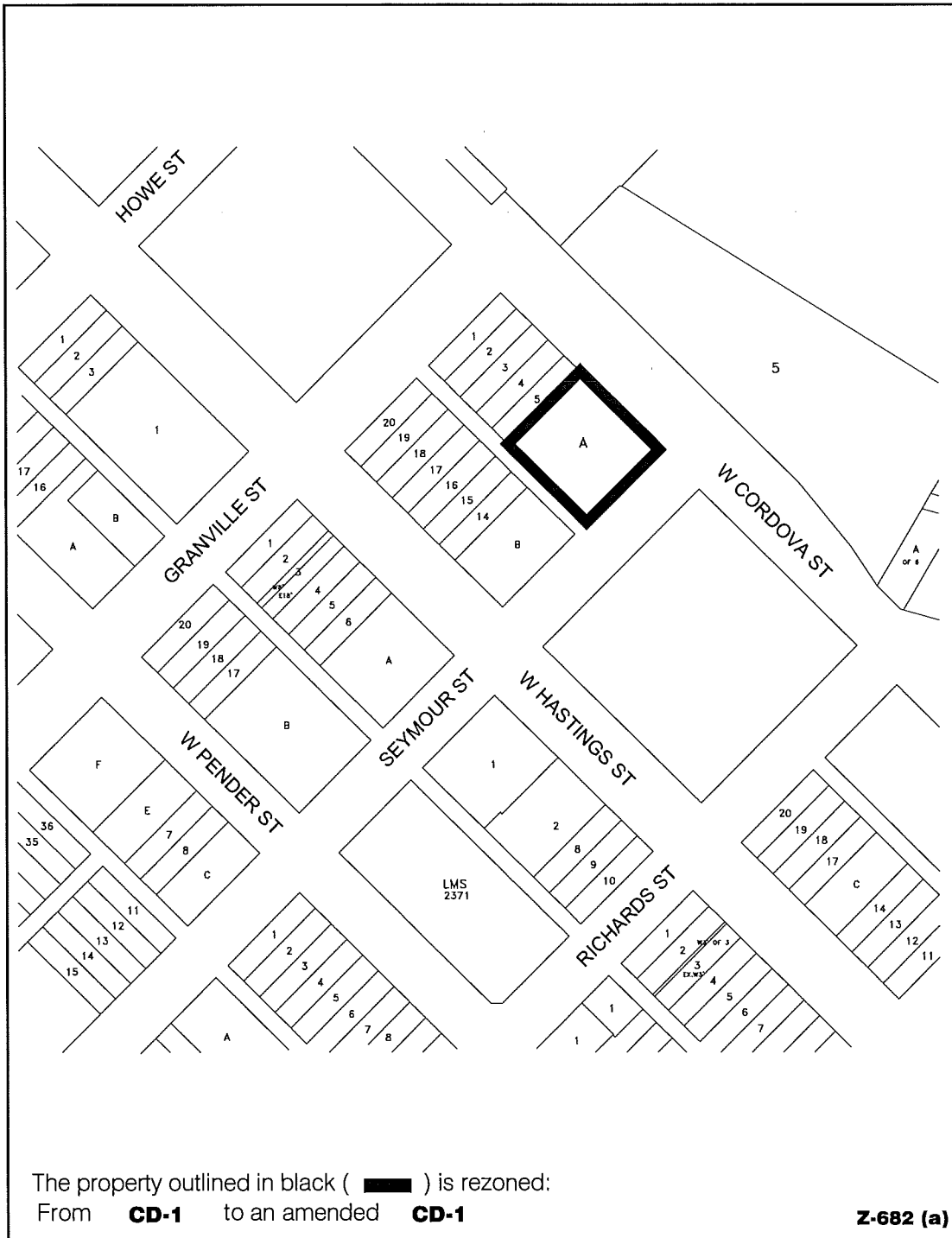
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

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

**Schedule A**



The property outlined in black ( **■** ) is rezoned:  
 From **CD-1** to an amended **CD-1**

**Z-682 (a)**

**RZ - 333 Seymour Street**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2014-08-13

## EXPLANATION

### **Debenture By-law Re: Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 27, 2017

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

**A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$51,495.94, for certain local improvement street work projects, including pavement, curbs, trees and bulges, and for imposing an annual special rate on real property specially benefited by such local improvements**

PREAMBLE

Council has deemed it desirable and necessary to carry out certain street work projects, including pavement, curbs, trees and bulges (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on May 1st, 2017, describing and designating the Work as number 1, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owner of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$51,495.94, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.



There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$51,495.94, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$363,464,407,819.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$1,030,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$51,495.94, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 28, 2017 and on June 28 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 28, 2017", and will be payable in each of the years 2017 to 2031, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2017 to 2031, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.
8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2017 to 2031, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.
9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.
10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.
11. The schedules attached to this By-law form part of this By-law.
12. References in this By-law to money are to lawful currency of Canada.
13. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2017

\_\_\_\_\_  
Mayor

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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 28<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2017, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (\_\_\_\_) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 28<sup>th</sup> day of June, 2017.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	STREET WORK		6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2017	51,495.94	5,002.04	0.00	5,002.04
2018	46,493.90	2,212.41	2,789.63	5,002.04
2019	44,281.49	2,345.15	2,656.89	5,002.04
2020	41,936.34	2,485.86	2,516.18	5,002.04
2021	39,450.48	2,635.01	2,367.03	5,002.04
2022	36,815.47	2,793.11	2,208.93	5,002.04
2023	34,022.36	2,960.70	2,041.34	5,002.04
2024	31,061.66	3,138.34	1,863.70	5,002.04
2025	27,923.32	3,326.64	1,675.40	5,002.04
2026	24,596.68	3,526.24	1,475.80	5,002.04
2027	21,070.44	3,737.81	1,264.23	5,002.04
2028	17,332.63	3,962.08	1,039.96	5,002.04
2029	13,370.55	4,199.81	802.23	5,002.04
2030	9,170.74	4,451.80	550.24	5,002.04
2031	4,718.94	4,718.94	283.10	5,002.04
		<u>51,495.94</u>	<u>23,534.66</u>	<u>75,030.60</u>