

EXPLANATION**A By-law to amend the Zoning and Development By-law
regarding miscellaneous amendments**

Following the public hearing on June 5, 2018, Council gave approval to make miscellaneous amendments to the Zoning and Development By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Zoning & Development By-law
Regarding miscellaneous amendments
regarding RT-5 and RT-5N rear yard depth
and dwelling unit density, Temporary Sales Offices,
and other housekeeping amendments



BY-LAW NO.

**A By-law to amend
Zoning and Development By-law No. 3575
Miscellaneous amendments regarding RT-5 and RT-5N rear yard depth
and dwelling unit density, Temporary Sales Offices,
and other housekeeping amendments**

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.
2. In Section 2, Council:
 - (a) under Character House, strikes out "." and substitutes ".,";
 - (b) under General Office, strikes out "or Health Enhancement Centre;" and substitutes ", Health Enhancement Centre or Temporary Sales Office;"; and
 - (c) under Temporary Sales Office, adds the words "in a RS or RT zone" after the words "the use of a building".
3. In Section 3.2.7, Council:
 - (a) strikes out ", " after "RT-5"; and
 - (b) inserts ", RM-10 and RM-10N" after "RM-9BN".
4. In section 5.14, Council:
 - (a) strikes out ", RM-10 and RM-10N" after "RM-9AN,"; and
 - (b) inserts ", RM-10 and RM-10N" after "RM-9BN".
5. In section 11.32 Character House, Council renumbers section 11.32, 11.32.1, 11.32.2, 11.32.3 and 11.32.4 as 11.33, 11.33.1, 11.33.2, 11.33.3 and 11.33.4, and moves the section to the correct numerical order.
6. In section 3.2.1.DW of the RS-1, RS-5 and RS-7 Districts Schedules, Council inserts "." after "Infill in conjunction with retention of a character house existing on the site as of January 16, 2018".

7. In section 3.2.DW of the RS-1A, RS-1B, RS-2, RS-3 and RS-3A, RS-4 and RS-6 Districts Schedules, Council inserts "." after "Infill in conjunction with retention of a character house existing on the site as of January 16, 2018".

8. In section 1 of the RS-1A Districts Schedule, Council strikes out "." after "character houses".

9. In section 4.7.1 of the RS-6 District Schedule, Council renumbers the last two paragraphs as "(g)" and "(h)".

10. In the RS-7 District Schedule, Council:

- (a) in section 1, deletes "and infill" after "multiple dwellings"; and
- (b) in section 4.3.2, inserts ")" after "(b".

11. In the RT-5 and RT-5N Districts Schedule, Council:

- (a) in section 3.2.1.DW, deletes "January 16, 2108" and replaces it with "January 16, 2018";
- (b) in section 4.6.1:
 - (i) deletes "." at the end of the section; and
 - (ii) inserts ", or 30% of lot depth for lots with an average depth exceeding 36.5 m.";
- (c) in section 4.7.6 (d), inserts ":" after "areas of undeveloped floors which are located";
- (d) in section 4.18.1:
 - (i) deletes subsection 4.18.1 and substitutes:

"4.18.1 For a site which meets the minimum site area requirement for a Multiple Dwelling, or a site with a Character House, the total number of dwelling units shall not exceed 74 units per hectare, including lock-off units and secondary suites, except where the calculation of dwelling units per hectare results in a fractional number, in which case, the nearest whole number shall be taken and one-half shall be rounded up to the next nearest whole number."; and
 - (ii) adds, in numerical order:

"4.18.2 For all other sites, the total number of dwelling units shall not exceed 2, excluding lock-off units and secondary suites."

12. In the RT-6 District Schedule, Council:

- (a) in section 4.7.6 (e), inserts “.” after “areas of undeveloped floors which are located”; and
- (b) in section 5.5 rennumbers “(c)” to “(a)” and “(d)” to “(b)”.

13. In the RM-10 and RM-10N Districts Schedule, Council:

- (a) in section 2.2.DW [Dwelling], deletes the words “One Family Dwelling, lawfully existing as of [date of enactment], which complies with the current RS-1 District Schedule.” and replaces them with “One-Family Dwelling, lawfully existing as of January 31, 2018, which complies with the current RS-1 District Schedule.”;
- (b) in section 2.2.DW [Dwelling], deletes the words “Two Family Dwelling, lawfully existing as of [date of enactment], which complies with the current RT-5 District Schedule.” and replaces them with “Two-Family Dwelling, lawfully existing as of January 31, 2018, which complies with the current RT-5 District Schedule.”;
- (c) in section 3.2.DW [Dwelling], deletes the words “[date of enactment]” in the bullet point for Laneway house, the bullet point for Multiple Conversion Dwelling, and the bullet point for One-Family Dwelling with Secondary Suite, and replaces them with “January 31, 2018”;
- (d) in section 4.4.3, deletes “covered porches complying with section 4.7.8 (i)” and replaces it with “covered verandas or porches complying with section 4.7.9 (j)”;
- (e) deletes section 4.5.2 and replaces it with the following:

“4.5.2 If the side of the site adjoins, without the intervention of a lane, the side yard of a site located in an RS or RT district, the minimum width of a side yard:

- (i) shall be 3.0 m for all parts of a building below the fourth storey;
and
- (ii) shall be 10.7 m for all parts of a building at or above the fourth storey,

except that the Director of Planning may permit a reduced side yard or side setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.”;

- (f) deletes section 4.6.3 and replaces it with the following:

“4.6.3 If the rear of the site adjoins, without the intervention of a lane, the side yard of a site located in an RS or RT district, the minimum depth of a rear yard:

- (i) shall be 3.0 m for all parts of a building below the fourth storey;
and
- (ii) shall be 10.7 m for all parts of a building at or above the fourth storey,

except that the Director of Planning may permit a reduced rear yard or rear setback provided the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.”;

- (g) in sections 4.7.2(b), 4.7.3(a), 4.7.3(b), 4.7.4, 4.7.5, and 4.7.9(d)(i), deletes “m2” and replaces it with “m²”;
- (h) in section 4.7.9(c)(i), deletes the word “underground” and replaces it with “at or below base surface”;
- (i) in section 4.7.9(j), rennumbers the subparagraphs from “(iii)”, “(iv)” and “(v)” to “(i)”, “(ii)”, and “(iii)”;
- (j) deletes section 5.1 and replaces it with the following:

“5.1 For Multiple Dwellings consisting of three dwelling units, if the lot was on record in the Land Title Office for Vancouver prior to January 31, 2018, the Director of Planning may reduce the minimum site area requirements of section 4.1 or the frontage requirements of section 4.2 in situations where meeting the exact provisions creates unnecessary hardship, provided that the Director of Planning first considers the quality and liveability of the resulting units.

5.2 For Multiple Dwellings consisting of four or more dwelling units, not including lock-off units, or for Seniors Supported or Assisted Housing, the Director of Planning may increase the permitted floor area by one m² per amenity share or affordable housing share provided to the city at no cost to the city, to a maximum allowable density of 2.0 FSR, on sites:

- (a) with a frontage greater than 15 m and less than 30 m;
- (b) with a minimum site area of 557 m²; and
- (c) where the Director of Planning considers the development site to consist of Locked in Lots,

provided the Director of Planning first considers the intent of this Schedule, all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants.

5.3 For Multiple Dwellings consisting of four or more dwelling units, not including lock-off units, where 100% of the residential floor area is developed as “for-profit affordable rental housing” and is subject to a waiver of development costs charges in accordance with the Vancouver Development Cost Levy By-law, as “social housing” exempt from

development costs charges in accordance with 523D (10)(d) of the Vancouver Charter, or as Seniors Supportive or Assisted Housing that is secured market rental housing subject to an agreed upon rental increase limit, the Director of Planning may increase the permitted floor area to a maximum allowable density of 2.0 FSR, on sites:

- 1) with a frontage greater than 15 m and less than 30 m;
- 2) with a minimum site area of 557 m²; and
- 3) where the Director of Planning considers the development site to consist of Locked in Lots, provided that the Director of Planning first considers the intent of this Schedule, all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants."

14. In Schedule G, Stipulated Rents at Initial Occupancy for Secured Market Rental Housing, Council:

- (a) deletes the title "Schedule G" and replaces it with "Schedule H"; and
- (b) deletes the sentence "This is Schedule "G" to By-law No. 3575, being the "Zoning and Development By-law"." and replaces it with "This is Schedule "H" to By-law No. 3575, being the "Zoning and Development By-law"."

15. 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.

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend Downtown Eastside Oppenheimer
Official Development Plan By-law No. 5532
regarding a housekeeping amendment**

Following the public hearing on June 5, 2018, Council gave approval to amend the Downtown Eastside Oppenheimer Official Development Plan By-law No. 5532 regarding a housekeeping amendment. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Downtown Eastside Oppenheimer
Official Development Plan
Amending by-law re: Housekeeping amendment



BY-LAW NO.

**A By-law to amend Downtown Eastside Oppenheimer
Official Development Plan By-law No. 5532**

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

1. This By-law amends or adds to the indicated provisions of the Downtown-Eastside/Oppenheimer Official Development Plan By-law 5532.
2. In section 4.2, Council strikes out the second number "4.2.1" and substitutes "4.2.2".
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 , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend Sign By-law No. 11879
regarding miscellaneous housekeeping amendments**

After the public hearing on June 5, 2018, Council resolved to amend the Sign By-law regarding miscellaneous housekeeping amendments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Sign By-law
Miscellaneous amendments regarding
window signs, fascia signs and housekeeping



BY-LAW NO.

**A By-law to amend Sign By-law No. 11879
regarding miscellaneous housekeeping amendments**

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

1. This By-law amends the indicated provisions of Sign By-law 11879.
2. In section 2.1, Council inserts "intended to be" before "visible from the exterior of the building or from a street".
3. In section 6.18 (b), Council inserts, ", a *sign* with neon or neon-like LED lighting" after "*electronic message sign*".
4. Council deletes sections 9.11 (o), 9.11 (i), 10.7 (o), 10.7 (i), 12.7 (o), 12.7 (i), 13.8 (n), 13.8 (i), 14.7 (l), and 14.7 (i).
5. Council deletes section 9.20 and replaces it with the following:

"9.20 Projecting Signs

A projecting sign is permitted, that:

- (a) is perpendicular to the building face, except that on a *corner site* it may be on an angle at the corner of the building;
- (b) has a space no greater than 0.30 m between the *sign* and the building face, excluding *architectural features*;
- (c) is not in a FM-1 zoning district;
- (d) is limited to:
 - (i) one *sign* at the first *storey* on each *frontage* of the *premises*, and
 - (ii) for a multi-*storey* building with a *frontage* less than 100 m, one *sign*, which may include either the names of *occupants* or the building name, or
 - (iii) for a multi-*storey* building with a *frontage* 100 m or longer, two *signs*, which may include either the names of *occupants* or the building name;
- (e) on a one-*storey* building, is the lower of 6.0 m in *height* or 1.8 m above the *roof line*;
- (f) on a multi-*storey* building, is the lower of 21 m in *height* or the *roof line*, except that:
 - (i) if the second *storey* is set back 4.5 m or less from the front face of the first *storey* at the *sign* location, the *sign* must not extend above the *roof line* of the first *storey*, and

- (ii) if the second *storey* is set back more than 4.5 m from the front face of the first *storey* at the *sign* location, the sign is the lower of 6.0 m in *height* or 1.8 m above the *roof line* of the first *storey*;
- (g) has a support structure extending no more than 0.30 m above the *roof line*;
- (h) projects no more than 4.5 m from the building face;
- (i) has a *sign* area which may be at least 0.75 m² and must be no greater than the maximum set out in Table 9.3 below, excluding any *sign* area comprised of *embellishments*, to a maximum of 20% of the *sign* area excluding that area comprised of *embellishments* only;
- (j) has a maximum *sign* area for the applicable zoning district as set out in Table 9.3:

Table 9.3
Projecting Sign – Maximum Sign Area

Zoning district	Maximum Permitted Sign Area
C-1, C-5, C-5A, C-6 or C-7 zoning district and FCCDD	the lesser of 2.25 m ² , or 0.075 m ² for each metre of length of the <i>frontage</i> of the <i>premises</i>
C-2, C-2B, C-2C, C-2C1, C-3A, C-8, CWD, FC-1, I-1, I-1A, I-1B, I-2, I-3, I-4, IC-1, IC-2, IC-3, M-1, M-1A, M-1B, M-2, MC-1 or MC-2 zoning district and BCPED and DEOD	the lesser of 7.0 m ² , or 0.23 m ² for each metre of length of the <i>frontage</i> of the <i>premises</i>
DD or HA-3 zoning district	the lesser of 9.0 m ² , or 0.30 m ² for each metre of length of the <i>frontage</i> of the <i>premises</i>

- (k) has a *copy area* no greater than 40% of the *sign area*;
- (l) may have a *copy area* that is greater than 40% of the *sign area* if the *sign* contains a *logo* only;
- (m) may contain *electronic copy* in accordance with section 9.22 of this by-law;
- (n) is not on the same *frontage* of a site as a *free-standing sign* that identifies the same *occupant*; and
- (o) may encroach over a *street* at least 0.60 m, except that:
 - (i) it must not encroach more than 25% of the distance between the *sign* and the nearest property line of an adjacent *site* or the point where the *frontages* of adjacent *premises* meet, to a maximum of 3.0 m, and
 - (ii) if serving two or more adjacent or shared *premises*, the calculation of the permitted encroachment must be based on the combined *frontages* of those *premises*; and
- (p) for the purpose of calculating the *frontage* of *premises* located at a corner, *frontage* means the average length of the two *frontages* of the *premises*."

6. Council deletes section 10.15 and replaces it with the following:

“10.15 Projecting Signs

A *projecting sign* is permitted, that:

- (a) is perpendicular to the building face, except that on a *corner site*, it may be on an angle at the corner of the building;
- (b) has a space no greater than 0.30 m between the *sign* and the building face, excluding *architectural features*;
- (c) limited to:
 - (i) one sign at the first *storey* on each frontage of the premises, and
 - (ii) for a multi-*storey* building with a frontage less than 100 m, one sign, which may include either the names of occupants or the building name, or
 - (iii) for a multi-*storey* building with a frontage 100 m or longer, two signs, which may include either the names of occupants or the building name;
- (d) on a one-*storey* building, is the lower of 6.0 m in *height* or 1.8 m above the *roof line*;
- (e) on a multi-*storey* building, is the lower of 21 m in height or the *roof line*, except that:
 - (i) if the second *storey* is set back 4.5 m or less from the front face of the first *storey* at the *sign* location, the *sign* must not extend above the *roof line* of the first *storey*, and
 - (ii) if the second *storey* is set back more than 4.5 m from the front face of the first *storey* at the *sign* location, the *sign* is the lower of 6.0 m in *height* or 1.8 m above the *roof line* of the first *storey*;
- (f) has a support structure extending no more than 0.30 m above the *roof line*;
- (g) projects no more than 4.5 m from the building face;
- (h) has a *sign area* that may be at least 0.75 m² and must be the lesser of 2.3 m², or 0.15 m² for each metre of length of the *frontage* of *premises*, excluding any *sign area* comprised of *embellishments*, to a maximum of 20% of the *sign area* excluding that area comprised of *embellishments* only;
- (i) in the HA-1 and HA-1A zoning districts, has a *sign area* that may be increased by up to 100% if the *sign* is illuminated using neon lighting or neon-like LED lighting;
- (j) has a *copy area* no greater than 40% of the *sign area*;
- (k) may have a *copy area* that is greater than 40% of the *sign area* if the *sign* contains a *logo* only;
- (l) in the HA-2 zoning district, does not have a plastic face, except for a circular parking *sign*;
- (m) is not on the same *frontage* of a site as a *free-standing sign* that identifies the same *occupant*;
- (n) may encroach over a *street* at least 0.60 m, except that:
 - (i) it must not encroach more than 25% of the distance between the *sign* and the nearest property line of an adjacent *site* or the point

- where the *frontages* of adjacent *premises* meet, to a maximum of 1.8 m, and
- (ii) if serving two or more adjacent or shared *premises*, the calculation of the permitted encroachment must be based on the combined *frontages* of those *premises*; and
- (o) for the purpose of calculating the *frontage* of *premises* located at a corner, *frontage* means the average length of the two *frontages* of the *premises*."

7. Council deletes section 11.12 and replaces it with the following:

"11.12 Projecting Signs

A *projecting sign* is permitted, that:

- (a) is in an RM-5C, RM-5D or RM-6 zoning district;
- (b) is perpendicular to the building face, except that on a *corner* site, it may be on an angle at the corner of the building;
- (c) has a space no greater than 0.30 m between the *sign* and the building face, excluding *architectural features*;
- (d) limited to:
 - (i) one *sign* at the first *storey* on each *frontage* of the *premises*, and
 - (ii) for a multi-*storey* building with a frontage less than 100 m, one *sign*, which may include either the names of occupants or the building name, or
 - (iii) for a multi-*storey* building with a frontage 100 m or longer, two *signs*, which may include either the names of occupants or the building name;
- (e) on a one-*storey* building, is the lower of 6.0 m in *height* or 1.8 m above the *roof line*;
- (f) on a multi-*storey* building, is the lower of 21 m in height or the roof line, except that:
 - (i) if the second *storey* is set back 4.5 m or less from the front face of the first *storey* at the *sign* location, the *sign* must not extend above the *roof line* of the first *storey*, and
 - (ii) if the second *storey* is set back more than 4.5 m from the front face of the first *storey* at the *sign* location, the *sign* is the lower of 6.0 m in *height* or 1.8 m above the *roof line* of the first *storey*;
- (g) has a support structure extending no more than 0.30 m above the *roof line*;
- (h) projects no more than 4.5 m from the building face;
- (i) has a sign area which may be at least 0.75 m² and must be the lesser of 7.0 m², or 0.23 m² for each metre of length of the *frontage* of *premises*, excluding any *sign* area comprised of *embellishments*, to a maximum of 20% of the *sign* area excluding that area comprised of *embellishments* only;
- (j) has a *copy* area no greater than 40% of the sign area;
- (k) may have a *copy* area greater than 40% of the sign area if the sign contains a logo only;

- (l) is not on the same *frontage* of a *site* as a *free-standing sign* that identifies the same *occupant*;
- (m) may encroach over a *street* at least 0.60 m, except that:
 - (i) it must not encroach more than 25% of the distance between the *sign* and the nearest property line of an adjacent *site* or the point where the *frontages* of adjoining *premises* meet, to a maximum of 3.0 m, and
 - (ii) if serving two or more adjacent or shared premises, the calculation of the permitted encroachment must be based on the combined frontages of the premises; and
- (n) for the purpose of calculating the *frontage* of *premises* located at a corner, *frontage* means the average length of the two *frontages* of the *premises*. "

8. Council deletes section 12.14 and replaces it with the following:

"12.14 Projecting Signs

A projecting sign is permitted, that:

- (a) is perpendicular to the building face except that on a *corner site*, it may be on an angle at the corner;
- (b) has a space no greater than 0.30 m between the *sign* and the building face, excluding *architectural features*;
- (c) is limited to:
 - (i) one *sign* at the first *storey* on each *frontage* of the *premises*, and
 - (ii) for a multi-storey building with a *frontage* less than 100 m, one *sign*, which may include either the names of occupants or the building name, or
 - (iii) for a multi-storey building with a *frontage* 100 m or longer, two *signs*, which may include either the names of *occupants* or the building name;
- (d) if illuminated by neon lighting:
 - (i) on a building *frontage* less than 100 m long, may have one additional *sign* which may include the names of *occupants* and the building name, or
 - (ii) on a building *frontage* 100 m or longer, may have two additional *signs* which may include the names of *occupants* and the building name;
- (e) if illuminated by neon lighting, may obstruct the ventilation, access or operation of a *window* on a building where there is no residential or hotel use, if it covers no more than 30% of the glass surface of a *window*;
- (f) on a one-storey building, is the lower of 6.0 m in *height* or 1.8 m above the *roof line*, except that:
 - (i) on *sites* between Nelson Street and Drake Street, the *sign* must not extend above the *roof line*, and
 - (ii) on *sites* between Robson Street and Nelson Street, moving elements of the *sign* must not extend above the *roof line*;

- (g) on a multi-storey building, is the lower of 21 m in *height* or the *roof line*, except that:
 - (i) if the second *storey* is set back 4.5 m or less from the front face of the first *storey* at the *sign* location, the *sign* must not extend above the *roof line* of the first *storey*, and
 - (ii) if the second *storey* is set back more than 4.5 m from the front face of the first *storey* at the *sign* location, the *sign* is the lower of 6.0 m in *height* or 1.8 m above the *roof line* of the first *storey*;
- (h) if illuminated by neon lighting, may extend above the *roof line* on *sites* between Nelson Street and West Hastings Street, no more than 40% of the height of the building, except that:
 - (i) the *sign* must be no more than 27 m in *height*, and
 - (ii) on *sites* between Robson Street and Nelson Street, elements of a *moving sign* must not project above the *roof line*;
- (i) has a support structure extending no more than 0.30 m above the *roof line*;
- (j) projects no more than 4.5 m from the building face;
- (k) has a *sign area* that:
 - (i) may be at least 0.75 m²,
 - (ii) is no greater than 2.0 m²,
 - (iii) if illuminated by neon lighting, may be greater than 2.0 m², and
 - (iv) excludes any *sign area* comprised of *embellishments* to a maximum of 20% of the *sign area* excluding that area comprised of *embellishments* only;
- (l) has a *copy area* that may be equal to the *sign area*, if the *copy area* comprised of letters and *logos* only is no greater than 50% of the *sign area*;
- (m) may contain *electronic copy* in accordance with section 12.16 of this by-law;
- (n) if illuminated by neon lighting, includes the name of the business in exposed neon tubing;
- (o) is not on the same *frontage* of a *site* as a *free-standing sign* that identifies the same *occupant*;
- (p) may encroach over a *street* at least 0.60 m, except that:
 - (i) it must not encroach more than 25% of the distance between the *sign* and the nearest property line of an adjacent *site* or the point where the *frontages* of adjoining *premises* meet, to a maximum encroachment of 2.0 m,
 - (ii) if serving two or more adjacent or shared *premises*, the calculation of the permitted encroachment must be based on the combined *frontages* of those *premises*, to a maximum of 2.0 m,
 - (iii) a *moving sign*, a *sign* with *animated copy* or a *sign* illuminated by neon lighting, may encroach up to 4.0 m, and
 - (iv) a *projecting sign* must not be within 0.60 m of a street tree, lamp standard, utility wire, bus shelter, or other structure on a *street*; and
- (q) for the purpose of calculating the *frontage* of *premises* located on a corner, *frontage* means the average length of the two *frontages* of the *premises*."

9. Council deletes section 13.5 and replaces it with the following:

"13.15 Projecting Signs

A *projecting sign* is permitted, that:

- (a) is perpendicular to the building face except that on a *corner site*, it may be on an angle at the corner of the building;
- (b) has a space no greater than 0.30 m between the *sign* and the building face, excluding *architectural features*;
- (c) limited to:
 - (i) one *sign* at the first *storey* on each *frontage* of the *premises*, and
 - (ii) for a multi-*storey* building with a *frontage* less than 100 m, one *sign*, which may include either the names of *occupants* or the building name, or
 - (iii) for a multi-*storey* building with a *frontage* 100 m or longer, two *signs*, which may include either the names of *occupants* or the building name;
- (d) on a one-*storey* building, is the lower of 6.0 m in *height* or 1.8 m above the *roof line*;
- (e) on a multi-*storey* building, is the lower of 21 m in *height* or the *roof line*, except that:
 - (i) if the second *storey* is set back 4.5 m or less from the front face of the first *storey* at the *sign* location, the *sign* must not extend above the *roof line* of the first *storey*, and
 - (ii) if the second *storey* is set back more than 4.5 m from the front face of the first *storey* at the *sign* location, the *sign* is the lower of 6.0 m in *height* or 1.8 m above the *roof line* of the first *storey*;
- (f) has a support structure extending no more than 0.30 m above the *roof line*;
- (g) projects no more than 4.5 m from the building face;
- (h) has a *sign* area that may at least 0.75 m², and must be the lesser of 9.0 m², or 0.30 m² for each metre of length of the *frontage* of the *premises*, excluding any *sign* area comprised of *embellishments* to a maximum of 20% of the *sign* area excluding that area comprised of *embellishments* only;
- (i) has a *copy* area no greater than 40% of the *sign* area;
- (j) may have a *copy* area that is greater than 40% of the *sign* area, if the *sign* consists of a *logo* only;
- (k) is not on the same *frontage* of a *site* as a *free-standing sign* that identifies the same *occupant*;
- (l) may encroach over a *street* at least 0.60 m, except that:
 - (i) it must not encroach more than 25% of the distance between the *sign* and the nearest property line of an adjacent *site* or the point where the *frontages* of adjacent *premises* meet, to a maximum of 3.0 m, and

- (ii) if serving two or more adjacent or shared *premises*, the calculation of the permitted encroachment must be based on the combined *frontages* of those *premises*; and
- (m) for the purpose of calculating the *frontage* of *premises* located at a corner, *frontage* means the average length of the two *frontages* of the *premises*."

10. 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 the By-law.

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
regarding construction exemptions**

At a Standing Committee meeting on May 16, 2018, Council approved proposed amendments to the Noise Control By-law. Enactment of the attached By-law will implement Council's resolution

Director of Legal Services
July 10, 2018



**A By-law to amend
Noise Control By-law No. 6555
regarding construction exemptions**

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council strikes the definition of "Director of Licences and Inspections" from section 2.
3. Council inserts in section 2, in correct alphabetical order, a definition of Chief Licence Inspector as follows:

4. Council strikes the words "Director of Licences and Inspections" throughout the By-law and its Appendices and replaces them with "Chief Licence Inspector".

6. Council adds a new subsection 17(4) as follows:

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.

ENACTED by Council this day of , 2018

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 400 West Georgia Street
and 725-731 Homer Street**

Following the Public Hearing on February 20, 2018, Council gave conditional approval to the rezoning of the site at 400 West Georgia Street and 725-731 Homer 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
July 10, 2018

400 West Georgia Street
and 725-731 Homer 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-732 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (699).

2.2 Subject to approval by Council 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 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Institutional Uses;
- (c) Office Uses;
- (d) Retail Uses;
- (e) Service Uses; and
- (f) Accessory Uses customarily ancillary to any use permitted by this section.

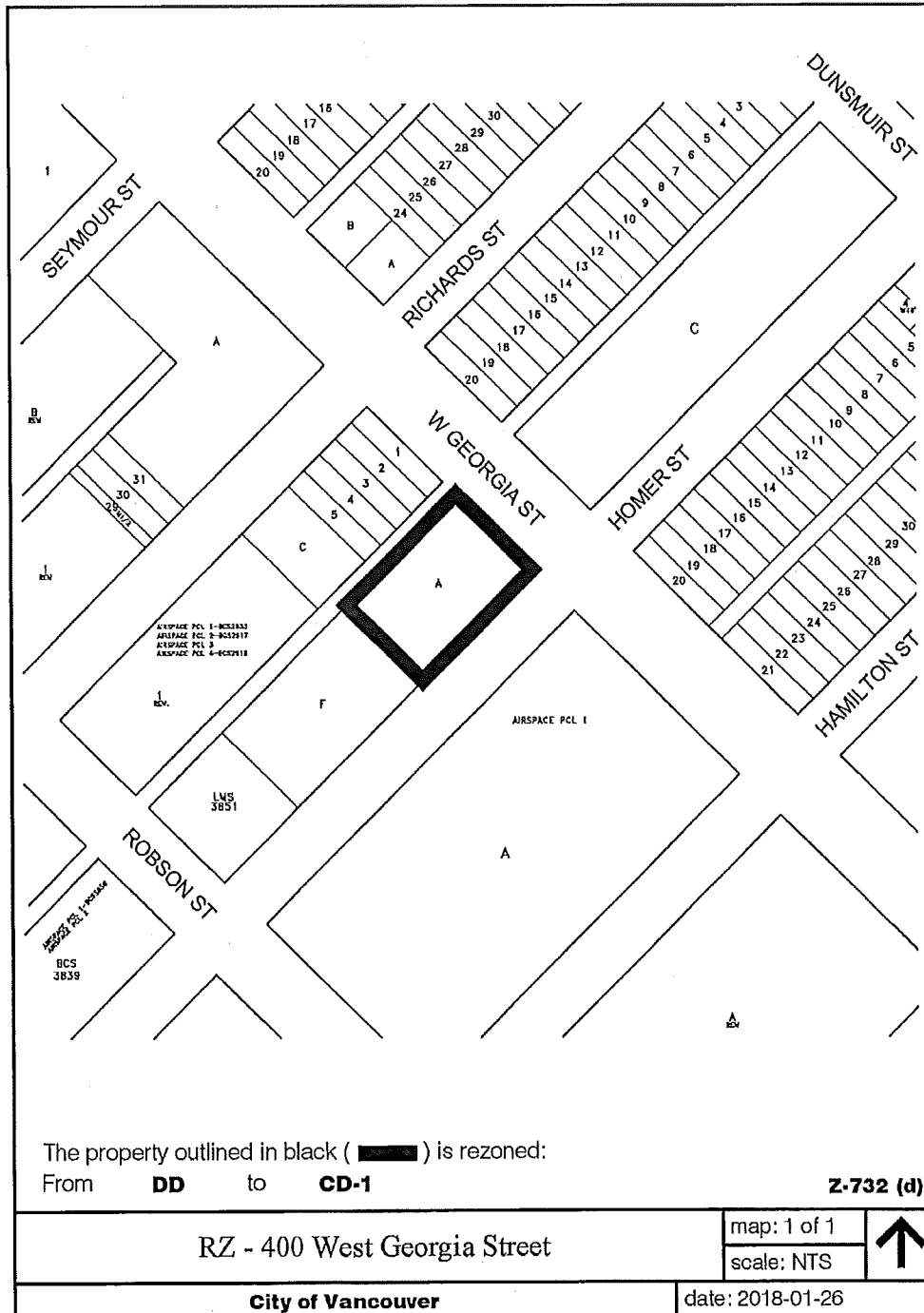
Floor area and density

3.1 Computation of floor space ratio must assume that the site consists of 1950.2 m², being the site size at the time of the application for the rezoning evidenced by the By-law, prior to any dedications.

3.2 The floor space ratio must not exceed 17.87.

City Clerk

Schedule A



EXPLANATION**Building By-law amending By-law
Regarding electric vehicle charging stations and bicycle end-of trip facilities**

At a Standing Committee meeting on March 14, 2018 Council approved proposed amendments to the Building By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

BY-LAW NO. 

**A By-law to amend Building By-law No. 10908
Regarding electric vehicle charging stations and bicycle end-of trip facilities**

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

1. This by-law amends the indicated provisions of the Building By-law No. 10908.
2. In section 1.4.1.2.(1) of Book 1, Division A, Part 1, Council strikes out the definition of *Grooming station*.
3. In section 1.4.1.2.(1) of Book 1, Division A, Part 1, Council adds the following new definitions in correct alphabetical order:

"Electric vehicle energy management system means a system used to control electric vehicle supply equipment loads through the process of connecting, disconnecting, increasing, or reducing electric power to the loads and consisting of any of the following: a monitor(s), communications equipment, a controller(s), a timer(s), and other applicable device(s).

Electric vehicle supply equipment means a complete assembly consisting of cables, connectors, devices, apparatus, and fittings installed for the purpose of power transfer and information exchange between the branch circuit and the electric vehicle."

4. Council strikes out section 3.7.2.12. of Book 1, Division B, Part 3, Bicycle Parking Facilities.
5. In Book 1, Division B, Part 10, Council strikes out Sentences (2) through (6) of section 10.4.3.1. and substitutes the following:

"

- 2) Where the requirements of section 4.14.1(a) of the Parking By-Law would cause the *dwelling unit* calculated load to exceed 200 A in *one-family dwellings, two-family dwellings, one-family dwellings with secondary suite or a lock-off unit, two family dwellings with secondary suites or a lock-off unit, row housing, or laneway houses*, the installation of an energized outlet for Level 2 charging may be omitted provided that a minimum nominal trade size of 21 raceway supplied with pull string leading from the *dwelling unit* panelboard to an electrical outlet box is installed in the *storage garage* or carport and is labelled to identify its intended use with the *electric vehicle supply equipment*.
- 3) Where an *electric vehicle energy management system* is implemented, the *Chief Building Official* may specify a minimum performance standard to ensure a sufficient rate of electric vehicle charging."

- ENACTED by Council this day of , 2018 .

City Clerk

EXPLANATION**A By-law to amend Electrical By-law No. 5563
regarding electric vehicle charging stations**

At a Standing Committee meeting on March 14, 2018 Council approved proposed amendments to the Electrical By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

BY-LAW NO.



**A By-law to amend Electrical By-law No. 5563
regarding electric vehicle charging stations**

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

1. This by-law amends the indicated provisions of Electrical By-law 5563.
2. Council adds a new section 7.3.7 as follows:

"7.3.7 Electric Vehicle Charging

Where required by the Building By-law, an owner shall comply with the electrical requirements governing Electric Vehicle Charging in Part 10 of that By-law."

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 enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
regarding electric vehicle charging stations and bicycle end of trip facilities**

At a Standing Committee meeting on March 14, 2018 Council approved proposed amendments to the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

BY-LAW NO.



Parking By-law No. 6059
regarding electric vehicle charging stations and bicycle end of trip facilities

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In section 2, Council adds the following definitions in correct alphabetical order:

"Electric Vehicle" means a vehicle that uses electricity for propulsion, and that can use an external source of electricity to charge the vehicle's batteries;

Electric Vehicle Supply Equipment means a complete assembly consisting of cables, connectors, devices, apparatus, and fittings installed for the purpose of power transfer and information exchange between the branch circuit and the electric vehicle;

Energized Outlet means a connected point in an electrical wiring installation at which current is taken and a source of voltage is connected to supply utilization equipment;

Level 2 Charging means a Level 2 electric vehicle charging level as defined by SAE International's J1772 standard;"
3. In section 2, Council adds the following definition in correct alphabetical order:

"Grooming Station" means facilities for grooming;"
4. In section 4, Council adds the following:

"4.14 Required Parking Spaces for Electric Vehicle Charging

4.14.1 For each:

 - (a) one-family dwelling, two-family dwelling, one-family or two-family dwelling with a secondary suite or lock-off unit, rowhouse, and laneway house, each storage garage or carport shall be provided with an energized outlet capable of providing Level 2 charging or higher to the storage garage or carport, except where the provisions of Sentence 10.4.3.1.(2) of Division B of the Building By-law apply;
 - (b) multiple dwelling, multiple dwelling component of a multiple-use development, or rowhouse, all parking spaces provided for residential use, excluding visitor parking spaces, shall be provided with an energized outlet capable of providing Level 2 charging or higher to the parking space;
 - (c) commercial building or commercial component of a multiple-use development with ten or more parking spaces, a minimum of one parking space for every ten parking spaces, plus one space for any additional parking spaces that number less than ten, shall be provided with an energized outlet capable of providing Level 2 charging or higher to the parking space; and
 - (d) commercial building or commercial component of a multiple-use development with less than ten parking spaces, a minimum of one

parking space shall be provided with an energized outlet capable of providing Level 2 charging or higher to the parking space.

- 4.14.2 Energized outlets provided pursuant to section 4.14.1 above shall be labeled for their intended use for electric vehicle charging and installed in conformance with Sentence 10.4.3.1(1) of Division B of the Building By-law."

5. In section 6.5, Council:

- (a) strikes out the title "Clothing Lockers" and replaces it with "End of Trip Facilities";
- (b) in section 6.5.1, strikes out "0.7" and replaces it with "1.4", and strikes out the words "for each sex";
- (c) in section 6.5.1, deletes the following note:

"[See Section 3.7.4.10 of the Building By-law for shower and other change facilities required when the number of required Class A bicycle spaces exceeds 3.]; and

- (d) adds the following sections:

6.5.2 Where Class A bicycle spaces are required for a non-dwelling use, water closets, wash basins, showers and grooming stations shall be provided in accordance with sections 6.5.4 and 6.5.5.

6.5.3 Despite the provisions of section 6.5.2, additional water closets, wash basins, showers and grooming stations are not required if on-site facilities are provided as part of an employee fitness centre, provided these facilities meet or exceed the requirements of sections 6.5.4 and 6.5.5, are accessible to employees before and after their work shifts, and are located conveniently in relation to employee Class A bicycle spaces.

6.5.4 The number of water closets, wash basins and showers required by section 6.5.2 shall conform to Table 6.5.

Table 6.5			
Bicycle End of Trip Facilities			
Forming part of 6.5.4			
Required Number of Class A Bicycle Spaces	Minimum Number of Fixtures		
	Water Closets	Wash Basins	Showers
0-3	0	0	0
4-29	2	2	2
30-64	4	2	4
65-94	6	4	6
95-129	8	4	8
130-159	10	6	10

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 3868-3898 Rupert Street and
3304-3308 East 22nd Avenue**

Following the Public Hearing on May 16, 2017, Council gave conditional approval to the rezoning of the site at 3868-3898 Rupert Street and 3304-3308 East 22nd Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

3868-3898 Rupert Street and
3304-3308 East 22nd Avenue



BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-719 (c) 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 (700).

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of these uses listed in this By-law;
- (b) Retail Uses, limited to Grocery or Drug Store, Retail Store, Farmers' Market, Liquor Store, Pawnshop, Secondhand Store, and Small-scale Pharmacy;
- (c) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop – Class B, Restaurant – Class 1, Neighbourhood Public House, and Print Shop;
- (d) Institutional Uses, limited to Child Day Care Facility, Public Authority Use, Social Service Centre, and Community Care Facility – Class B;
- (e) Office Uses;
- (f) Cultural and Recreational Uses, limited to Artist Studio, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, and Library;

- (g) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (h) Accessory uses customarily ancillary to the uses permitted 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 2,703 sq. m, being the site size at the time of the application for the rezoning evidenced by this By-law.

4.2 Floor space ratio for all uses must not exceed 3.16.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, 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 the residential 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 which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which are at or below the base surface, provided that the maximum exclusion for a parking space shall 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 sections 4.4 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 20.4 m (67.0 ft.).

Horizontal angle of daylight

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

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

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

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

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

- 6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (700).

- 6.6 A habitable room referred to in section 6.1 does not include:

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

Acoustics

7. A development permit application for dwelling uses must include an acoustical report prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq 24) sound level and will be defined simply as noise level in decibels.

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

Severability

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

Force and effect

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

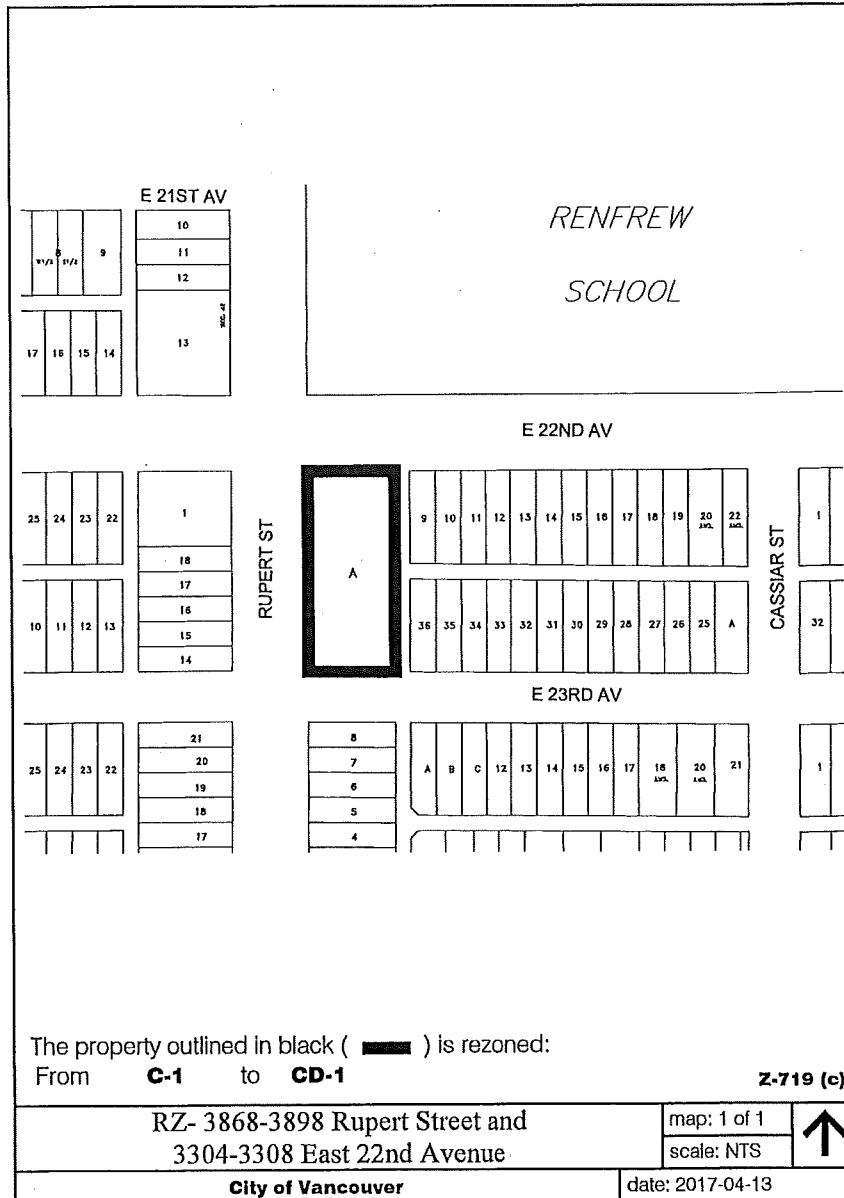
ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A Map

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
regarding a new Retail Use - Cannabis Store**

Following the public hearing on June 26, 2018, Council resolved to amend the Zoning and Development By-law regarding a new Retail Use – Cannabis Store. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Zoning and Development by-law
Amendments regarding a new Retail Use -
Cannabis Store



BY-LAW NO.

**A By-law to amend Zoning and Development By-law No. 3575
regarding a new Retail Use - Cannabis Store**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. In section 2, Council:
 - (a) strikes out the definition of Medical Marijuana-related Use under Retail Uses; and
 - (b) adds the following definition in correct alphabetical order under Retail Uses:

"Cannabis Store, which means the use of premises for the sale of cannabis, including any products containing cannabis, for consumption off premises, and includes a Compassion Club as defined in the License By-law;"
3. In section 11.28, Council strikes out "Medical Marijuana-related Use" wherever it appears and substitutes "Cannabis Store".
4. In section 2.2.R of the FC-1 District Schedule, Council:
 - (a) strikes out:

"

 - Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law."; and
 - (b) adds, in correct alphabetical order:

"

 - Cannabis Store, subject to the provisions of section 11.28 of this By-law."
5. In section 3.2.R of the C-1, C-2, C-2B, C-2C, C-2C1, C-3A, HA-1 and HA-1A, HA-2, and HA-3 District Schedules, Council:
 - (a) strikes out:

"

 - Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law."; and

(b) adds, in correct alphabetical order:

"

- Cannabis Store, subject to the provisions of section 11.28 of this By-law."

6. In section 3.2.1.R of the C-5, C-5A, and C-6, and the C-7 and C-8 District Schedules, Council:

(a) strikes out:

"

- Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law."; and

(b) adds, in correct alphabetical order:

"

- Cannabis Store, subject to the provisions of section 11.28 of this By-law."

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 , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend License By-law No. 4450
regarding new license category Retail Dealer - Cannabis**

Following the public hearing on June 26, 2018, Council resolved to amend the License By-law regarding a new license category. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018



BY-LAW NO.

**A By-law to amend License By-law No. 4450
regarding a new license category Retail Dealer - Cannabis**

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

1. This By-law amends the indicated provisions of the License By-law.
2. In section 2, Council:
 - (a) strikes out the definition of "Retail Dealer – Medical Marijuana-related"; and
 - (b) adds the following definition in correct alphabetical order:

“Retail Dealer – Cannabis” means any person not otherwise herein defined who carries on the business of selling cannabis, including any products containing cannabis, directly to the public.”.
3. Council adds a new section 9A.2 as follows:

“COMMENTS UNDER CANNABIS CONTROL AND LICENSING ACT

9A.2 (1) Council delegates to the Inspector its powers and duties under section 33 of the Cannabis Control and Licensing Act to provide comments and recommendations to the general manager under that Act, on any application for a prescribed class of licence or any application for an amendment to a prescribed class of licence.

(2) Despite the delegation of powers and duties set out above in subsection (1), the Inspector may refer any application referred to in subsection (1) to Council for comments and recommendations.

(3) If the Inspector provides comments and recommendations, the applicant whose application is the subject of the delegated comments and recommendations has the right to a reconsideration by Council, and may apply for a reconsideration by delivering a request for reconsideration to the City Clerk setting out the reasons for the request.

(4) Every applicant for a licence referred to in subsection (1) in respect of which Council or the Inspector provides to the general manager under that Act comments and recommendations, must pay the city the applicable fee specified in Part 1 of Schedule B to this By-law. ”.
4. In section 12.2, Council strikes subsections (29) and (30).

5. In section 24.5, Council:

- (a) strikes out the title "RETAIL DEALER – MEDICAL MARIJUANA-RELATED" and substitutes "RETAIL DEALER – CANNABIS";
- (b) strikes out "Retail Dealer – Medical Marijuana-related" wherever it appears and substitutes "Retail Dealer – Cannabis";
- (c) in subsections 8(f), (14), (15), and (16), strikes out "marijuana" and substitutes "cannabis"; and
- (d) strikes out subsections (23) and (24).

6. In Schedule A, Business License Fees, Council strikes out "RETAIL DEALER – MEDICAL MARIJUANA-related" and substitutes "RETAIL DEALER – CANNABIS".

7. In Schedule B, Miscellaneous Service Fees, Council adds the words "on an application for the issue or amendment of a cannabis licence, or" after "Fee for assessing and providing comments".

Severability

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

Force and effect

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION

**A By-law to amend Downtown Official Development
Plan By-law No. 4912
regarding new Retail Use - Cannabis Store**

Following the public hearing on June 26, 2018, Council resolved to amend the Downtown Official Development Plan regarding a new Retail Use – Cannabis Store. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Downtown Official Development Plan
Re: New Retail Use – Cannabis Store

BY-LAW NO.



**A By-law to amend Downtown
Official Development Plan By-law No. 4912
regarding new Retail Use - Cannabis Store**

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

1. This By-law amends the indicated provisions of the Downtown Official Development Plan By-law No. 4912.
2. In section 18 of **Section 1 - Land Use**, Council strikes "Medical marijuana-related use" and substitutes "Cannabis Store use".
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 _____, 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend Downtown-Eastside/Oppenheimer
Official Development Plan By-law No. 5532**

Following the public hearing on June 26, 2018, Council resolved to amend the Downtown Eastside/Oppenheimer Official Development Plan regarding a new Retail Use – Cannabis Store. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 10, 2018

Downtown Eastside/Oppenheimer
Official Development Plan
Re: New Retail Use – Cannabis Store

BY-LAW NO. _____

**A By-law to amend Downtown Eastside/Oppenheimer
Official Development Plan By-law No. 5532
regarding new Retail Use - Cannabis Store**

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

1. This By-law amends or adds to the indicated provisions of the Downtown-Eastside/Oppenheimer Official Development Plan By-law 5532.
2. In section 4.2.1(j), Council strikes "Medical Marijuana-related Use" and substitutes "Cannabis Store".
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 _____, 2018

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3681 Victoria Drive and 1915 Stainsbury Avenue**

After the public hearing on November 14th, 2017, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
July 10, 2018

3681 Victoria Drive and 1915 Stainsbury Avenue

BY-LAW NO.



**A By-law to enact a Housing Agreement
for 3681 Victoria Drive and 1915 Stainsbury Avenue**

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

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

No PID

Lot 1, Block A, District Lot 195, Group 1, N.W. D.,
Plan EPP81689

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 , 2018

Mayor

City Clerk

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

PAGE 1 OF 16 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)

LS-17-03980-009 - Housing Agreement

Deduct LTSA Fees? Yes ☒

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

NO PID

LOT 1 BLOCK A DISTRICT LOT 195 GROUP 1 N.W.T.
 PLAN EPP81689.

STC? YES ☐

3. NATURE OF INTEREST
 SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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):

DVRM INVESTMENTS LTD., INC. NO. BC0960579

COAST CAPITAL SAVINGS CREDIT UNION, INCORPORATION NO. FI-146, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

NEIL R. DAVIE*
 BARRISTER & SOLICITOR
 NORTON ROSE FULBRIGHT CANADA LLP
 SUITE 1000 - 510 WEST GEORGIA STREET
 VANCOUVER, B.C. V6B 0M3
 (604) 641-4930
 *LAW CORPORATION

Execution Date

Y	M	D
18	05	29

Transferor(s) Signature(s)

DVRM INVESTMENTS LTD., by its authorized signatory(ies):

Name:

MIKE MAXWELL

Name:

OFFICER CERTIFICATION:

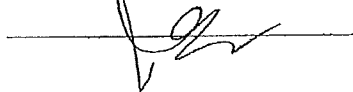
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 16 PAGES

Officer Signature(s)




ISABELLA DANN Exp. Feb. 29, 2020
 A Commissioner for Taking Affidavits
 For the Province of British Columbia
 #2515 - 1075 West Georgia St.
 Vancouver, B.C. V6E 309
 Phone: (604) 288-3568

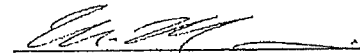
Execution Date

Y	M	D
18	06	07

Transferor / Borrower / Party Signature(s)

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


 Name: Jody Chan
 Senior Manager
 Commercial Real Estate


 Name:

MATT MUIR
 Director
 Commercial Real Estate
 Coast Capital Savings

CITY OF VANCOUVER, by its
authorized signatory:

Name: 

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 16 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire InstrumentNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Priority Agreement granting above Section 219
Covenant priority over Mortgages CA2994979 and
CA4434528 and Assignments of Rents CA2994980
and CA4434529

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 INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, DVRM INVESTMENTS LTD., is called the "Owner"; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from MC-1 (Industrial) District to CD-1 (Comprehensive Development) District and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into an agreement securing all residential units as rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- I. a no separate-sales covenant.
 - II. a non-stratification covenant.
 - III. none of such units will be rented for less than one month at a time.
 - IV. such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require.
- (the "Market Rental Housing Condition"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

Terms of Agreement

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

{00927606v3}

Market Rental Housing Agreement
3681 Victoria Drive and 1915 Stainsbury Avenue

- (a) "Agreement" means this agreement, including the foregoing Recitals, and any schedules attached hereto;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Rezoning 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 or the Development Permit;
- (c) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (d) "City" means the City of Vancouver in its capacity as a corporate entity;
- (e) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (f) "City of Vancouver" means, save only for its use in Section 1.1(d), the City of Vancouver as a geographical location;
- (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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (i) "Development Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (j) "Director of Legal Services" means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
- (k) "General Manager of Community Services" means the person appointed from time to time as the General Manager of Community Services and his or her successors in function and their respective nominees;
- (l) "General Manager of Planning and Development" means the chief administrator, from time to time, of the City's Planning and Development Services Department and his or her successors in function and their respective nominees;
- (m) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;

- (n) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (o) "*Lands*" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (p) "*Losses*" means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (q) "*Market Rental Housing*" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (r) "*Market Rental Housing Condition*" has the meaning ascribed to that term in Recital C;
- (s) "*Market Rental Housing Units*" has the meaning ascribed to that term in Section 2.1(b);
- (t) "*Occupancy Permit*" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (u) "*Owner*" means the Transferor and any successors in title to the Lands or a portion of the Lands;
- (v) "*Related Person*" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) "Replacement Rental Housing Unit" has the meaning ascribed to that term in section 2.1(k) and "Replacement Rental Housing Units" means all of such units;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) "Rezoning" means the rezoning of the Lands described in Recital C of this Agreement;
- (z) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel; and
- (aa) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) 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.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

ARTICLE 2 RESTRICTIONS ON USE, SALE AND SUBDIVISION

2.1 Restrictions. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain all residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units");
- (c) throughout the Term, not less than thirty five percent (35%) of the Market Rental Housing Units (or Replacement Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;

- (d) throughout the Term, the Market Rental Housing Units (or Replacement Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, it will not rent, license to use or sublet, nor will it allow to be rented, licensed to use or sublet, any Market Rental Housing Unit (or Replacement Housing Units, as applicable) for a period of less than one month;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee complies with Section 6.1;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Unit, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, 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 Rental Housing Units as the Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

**ARTICLE 3
RECORD KEEPING**

- 3.1 **Record Keeping.** The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

- 5.1 **Release and Indemnity.** Subject to Section 5.3, 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;
 - (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (iii) withholding any permit pursuant to this Agreement; or
 - (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (v) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

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

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

5.2 Nature of Indemnities. The indemnities in this ARTICLE 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 5.4 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 TRANSFER OF LANDS

- 6.1 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 6.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

ARTICLE 7 NOTICES

- 7.1 **Notice.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia or by personal delivery:

- (a) In the case of the Owner addressed to it at:

DVRM Investments Ltd.
Suite 2160, 650 West Georgia Street
Vancouver, BC V6B 4N7

Attention: Mike Mackay

- (b) and in the case of the City addressed to it at:

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

Attention: City Clerk, with concurrent copies to the General Manager of Community Services and the Director of Legal Services.

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if

mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

ARTICLE 8 MISCELLANEOUS

- 8.1 **Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.
- 8.2 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.
- 8.3 **Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 8.4 **Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 8.5 **City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 8.6 **City's Other Rights Unaffected.** 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.
- 8.7 **Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.

- 8.8 **Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 8.9 **Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 8.10 **Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 8.11 **No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 8.12 **No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. 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. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 8.13 **Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 8.14 **Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 8.15 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) It has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

8.16 Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or the Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

8.17 Remedies Cumulative. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement 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. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

8.18 Severability. If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.

8.19 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

8.20 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgages registered under numbers CA2994979 and CA4434528 and the Assignments of Rents registered under numbers C2994980 and CA4434529;
- (b) "Existing Chargeholder" means Coast Capital Savings Credit Union;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this Instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 6 West 17th Avenue**

After a public hearing on February 20th, 2018, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials, and certain interior and landscape features, of a building at 6 West 17th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 10, 2018

6 West 17th Avenue
(Turner Dairy)



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 and exterior
building materials of
the heritage building,
as well as the interior
wood hanging trusses
(Turner Dairy)

6 West 17th Avenue
Vancouver, B.C.

Lots 12 and 13
Block 524
District Lot 526
Plan 2354
PIDs: 014-202-387 and
014-202-425
respectively

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 _____, 2018

Mayor

City Clerk