

EXPLANATION

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

After the public hearing on May 16, 2017, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC.

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

BY-LAW NO.

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

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

1. Council amends Schedule B (Intermediate Zone) of By-law No. 6555, by adding:

CD #	By-law #	Approximate Location
700	12157	3868-3898 Rupert Street and 3304-3308 East 22nd Avenue

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

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

After the public hearing on May 16, 2017, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

He.

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

BY-LAW NO.

A By-law to amend Sign By-law No. 11879

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

1. To amend Schedule A of the Sign By-law, Council adds the following:

Location	CD-1 Number	By-law Number	Assigned Zoning District
3868-3898 Rupert Street and 3304-3308 East 22nd Avenue	CD-1(700)	12157	C-1

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

EXPLANATION

**A By-law to amend the Noise Control By-law
Re: 400 West Georgia Street and 725-731 Homer Street**

After the public hearing on February 20, 2018, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

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

After the public hearing on February 20, 2018, Council resolved to add 400 West Georgia Street and 725-731 Homer Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

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

After the public hearing on February 20, 2018, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 575 Drake Street**

Following the Public Hearing on January 24, 2017, Council gave conditional approval to the rezoning of the site at 575 Drake 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 24, 2018

575 Drake Street
(Covenant House)

H.C.

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-714 (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 (701).

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) Institutional Uses, limited to Social Service Centre; and
- (b) Accessory Use customarily ancillary to any use permitted by this section.

Density

3.1 For the purposes of computing floor space ratio, the site is deemed to be 836.38 m², being the site size at the time of application for rezoning, prior to any dedications.

3.2 The floor space ratio for all uses must not exceed 5.15.

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

3.4 Computation of floor area must exclude open balconies or sun decks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

- (a) the total area of these exclusions must not exceed 12% of the permitted floor area;
- (b) the balconies must not be enclosed for the lifetime of the building; and
- (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 must not exceed 24 m in length.

3.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas, including recreation facilities, to a maximum of 12% of the permitted floor area.

3.6 The use of floor area excluded under sections 3.4 or 3.5 must not include any purpose other than that which justified the exclusion.

Building height

4.1 The building height, measured above the base surface and to the top of the roof above the uppermost habitable floor, including parapet wall, must not exceed 36 m.

4.2 Despite the preceding section 4.1 and section 10.11.1 of the Zoning and Development By-law, mechanical appurtenances, roof deck access and infrastructure, including guard rails and screen walls, may increase the building height to no more than 41.2 m.

Severability

5. 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

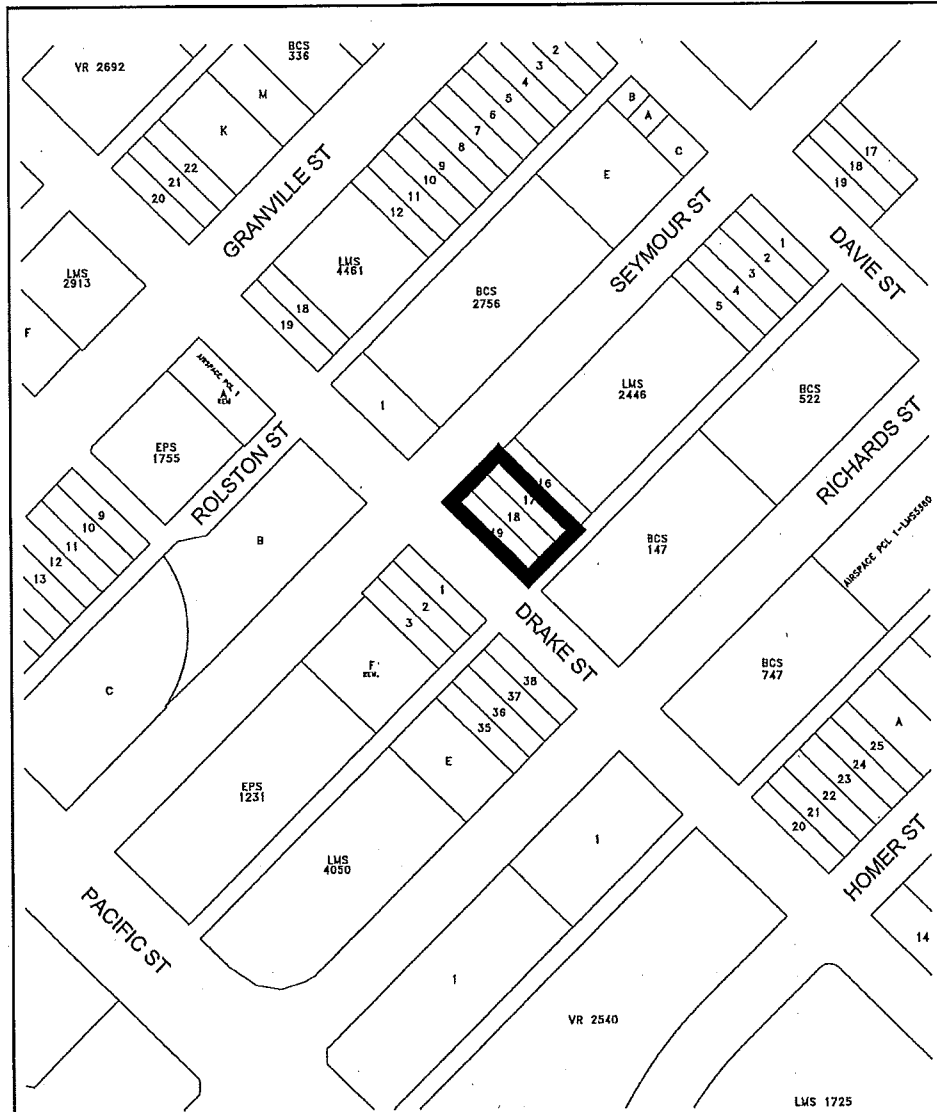
6. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:
From **DD** to **CD-1**

Z-714 (c)

RZ - 575 Drake Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-12-20

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 4238-4262 Cambie Street**

Following the Public Hearing on December 12, 2017, Council gave conditional approval to the rezoning of the site at 4238-4262 Cambie 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 24, 2018

4238-4262 Cambie Street

HC.

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-730 (f) 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 (703).

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

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

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units;
 - (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 area is 1,881 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.75.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or 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 permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

Building height

5. Building height, measured from base surface, must not exceed 19.5 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in Section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (703).

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

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. 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 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 (Leq24) 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

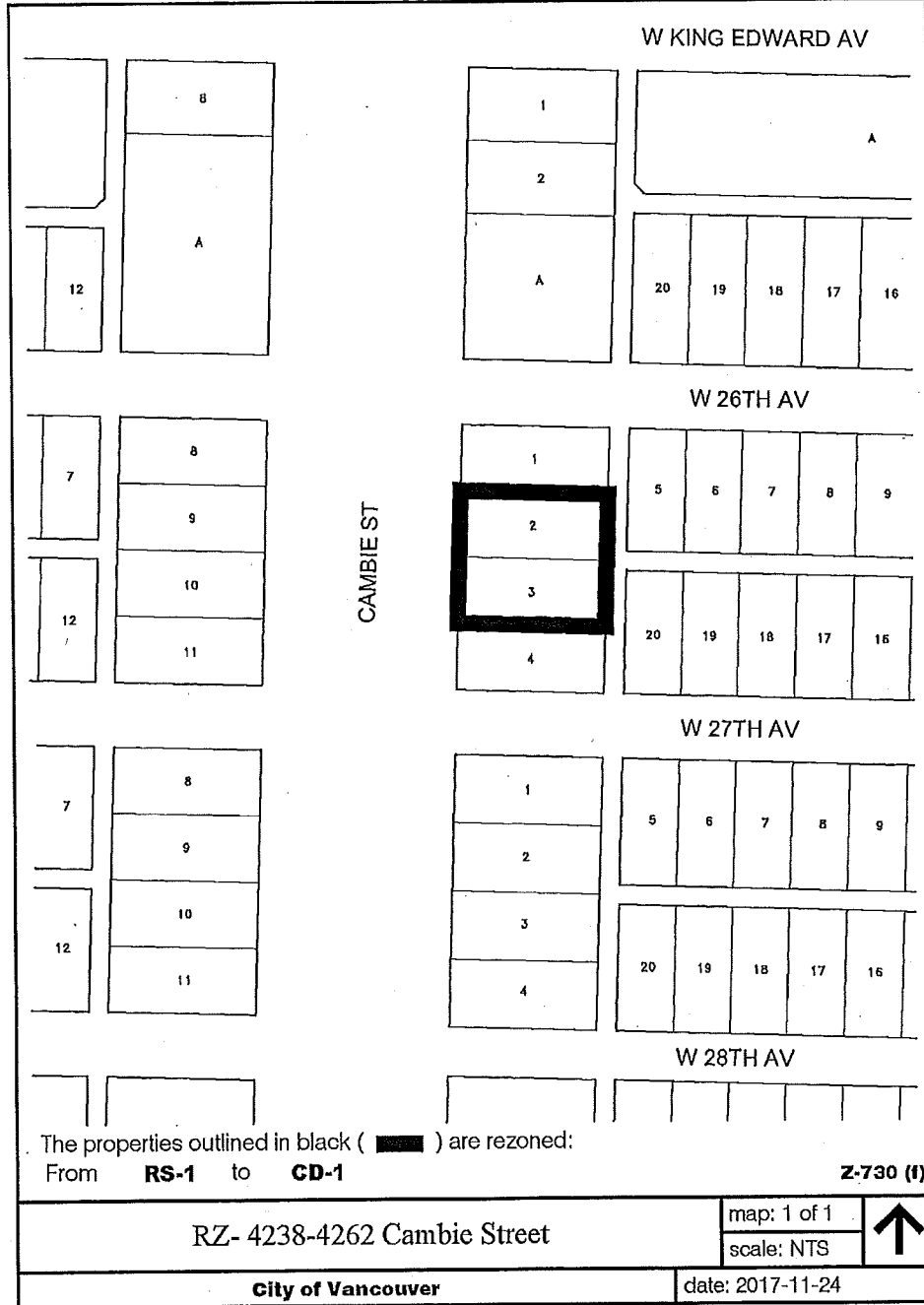
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



The properties outlined in black ([thick black border]) are rezoned:
 From **RS-1** to **CD-1**

Z-730 (1)

RZ- 4238-4262 Cambie Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2017-11-24

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 320 Granville Street**

Following the Public Hearing on July 15, 2014, Council gave conditional approval to the rezoning of the site at 320 Granville 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 24, 2018

320 Granville Street

HC

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-681 (b) attached as Schedule A to this By-law and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. Bicycle Mobility Centre – "Bicycle Mobility Centre" means a facility provided to meet the end-of-trip needs of commuter cyclists, by providing storage for bicycles and change rooms, and ancillary uses including bicycle repair, bicycle rental, and the sale of bicycles and bicycle parts and accessories.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (702).

3.2 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) Bicycle Mobility Centre;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

Building height

4.1 The building height, measured above base surface, must not exceed 111.2 m to the top of the roof slab.

4.2 Notwithstanding section 4.1 of this By-law, the Director of Planning may permit an increase in building height to a maximum of 114.8 m for parapets, mechanical rooms and elevator overruns only, provided that no development extends above a geodetic elevation of 127.9 m.

Floor area and density

5.1 Computation of floor space ratio must assume that the site consists of 1,450 m², being the site size at the time of the application for the rezoning evidenced by this By-law.

5.2 The floor space ratio for all combined uses must not exceed 24.24.

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

5.4 Computation of floor area must exclude:

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

5.5 Computation of floor area may exclude amenity areas, at the discretion of the Director of Planning or Development Permit Board, except that the total exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m².

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

Severability

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

Force and effect

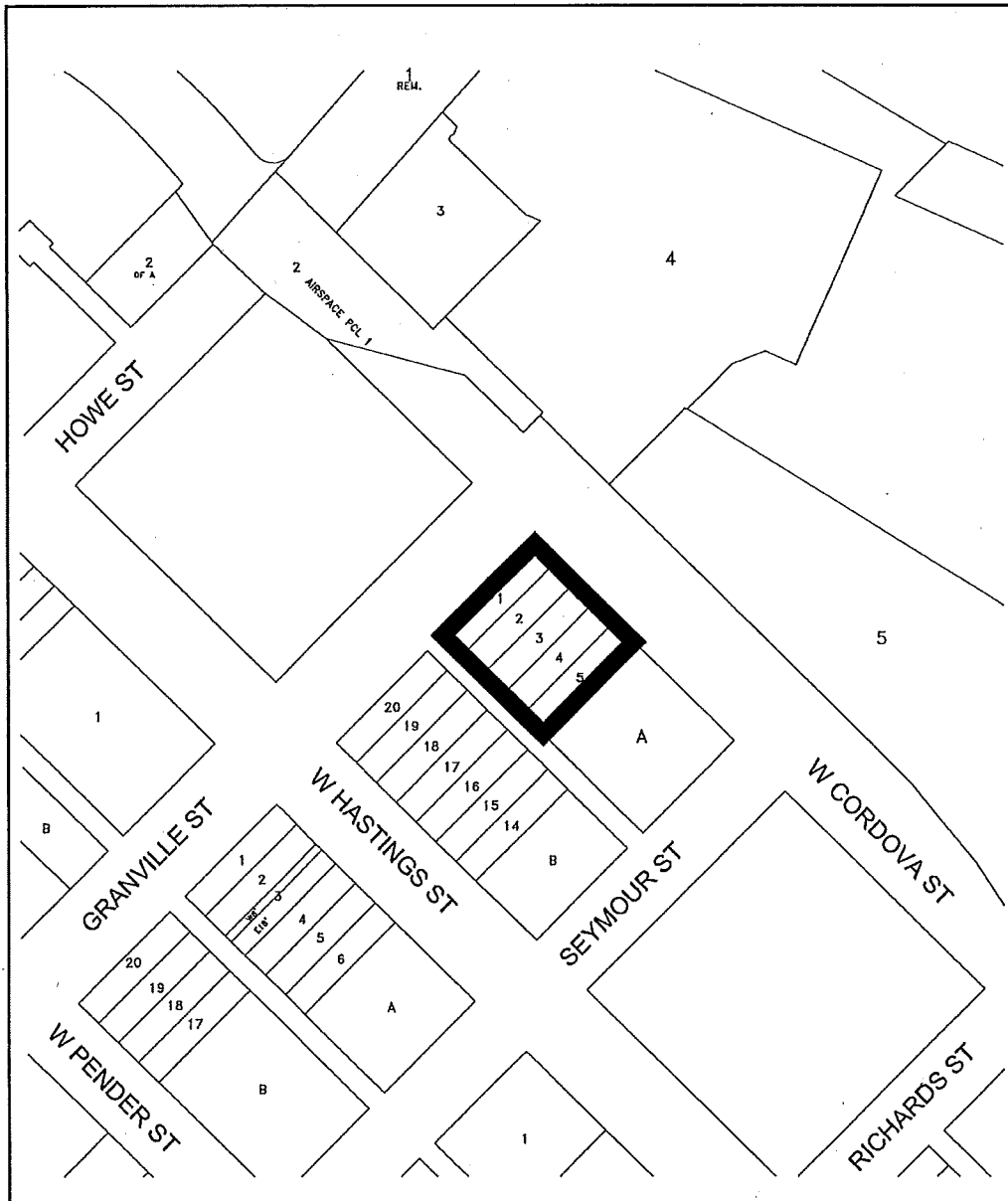
7. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:
From **DD** to **CD-1**

Z-681 (b)

RZ- 320 Granville Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2014-06-11

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1500 West Georgia Street**

Following a Public Hearing on January 16th and 18th, 2018, Council gave conditional approval to the rezoning of the site at 1500 West Georgia 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 24, 2018

HC.

1500 West Georgia 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:

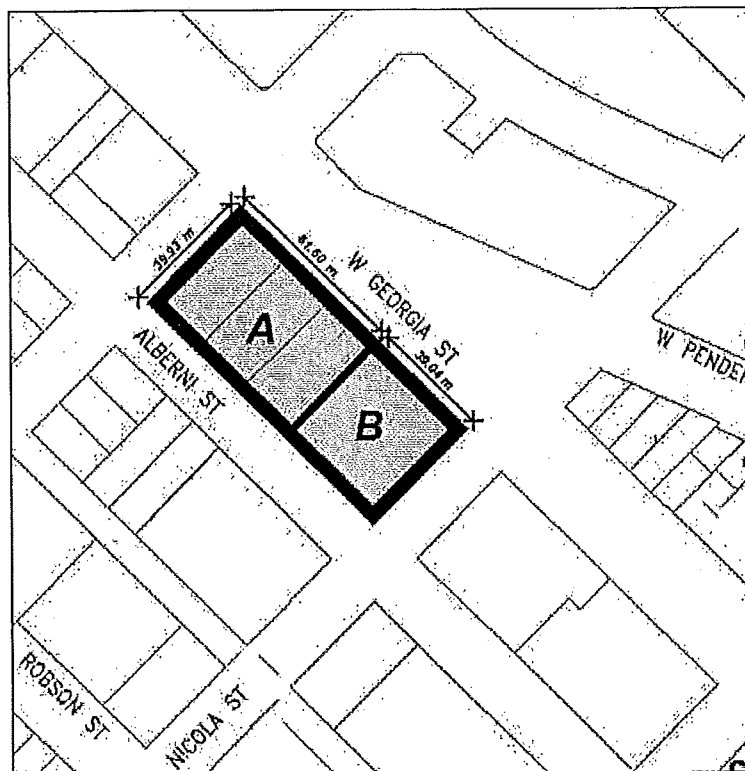
Zoning District Plan Amendment

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-731 (e) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Sub-Areas

2. The site is to consist of two sub-areas generally illustrated in Figure 1, solely for the purpose of allocating maximum permitted building height and floor area, and permitted uses.

Figure 1



Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (705).

3.2 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, limited to Arts and Culture Indoor Event and Fitness Centre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this by-law;
- (c) Office Uses, limited to Financial Institution, General Office, Health Care Office and Health Enhancement Centre;
- (d) Retail Uses, limited to Retail Store;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, and Restaurant - Class 1; and
- (f) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

4.1 All dwelling units must be in sub-area B.

4.2 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units,
 - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
- (c) comply with Council's "*High Density Housing for Families with Children Guidelines*".

4.3 All commercial uses must be carried on wholly within an enclosed building except for:

- (a) Restaurant;
- (b) Retail Store; and
- (c) Display of flowers, plants, fruits, and vegetables, in conjunction with a permitted use.

Floor area and density

5.1 Computation of floor space ratio must assume that the site consists of 4,017.9 m², being the site size at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 10.82.

5.3 The floor area for all uses combined in each sub-area must not exceed the maximum floor area set out in the table below.

Sub-Area	Maximum Floor Area
A	19,537.6 m ²
B	23,945.8 m ²

5.4 In sub-area B, the maximum permitted floor area for dwelling uses must not exceed 23,798.0 m², of which 492.0 m²:

- (a) must be limited to open balcony, in excess of that excluded pursuant to subsection 5.6 (a); and
- (b) may not be enclosed for the life of the building.

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

5.6 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (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 only 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, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit

there will be no exclusion for any of the residential storage area above base surface for that unit.

5.7 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) residential amenity areas, except that the total exclusion must not exceed, in aggregate, the lesser of 20 % of the permitted residential floor area or 929 m²; and
- (b) unenclosed outdoor areas at grade level underneath tower building overhangs, except that those areas must remain unenclosed for the life of the building.

5.8 The use of floor area excluded under section 5.6 or 5.7 must not include any use other than that which justified the exclusion.

Building height

6. The building height, measured above the base surface to the top of roof slab of the uppermost habitable floor, must not exceed the maximum heights set out in the table below, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

Sub-Area	Maximum Building Height
A	72 m
B	134 m

Horizontal angle of daylight

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

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

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

7.4 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;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (705).

7.6 A habitable-room referred to in section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10 % or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

8. 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 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 (Leq24) 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

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

Force and effect

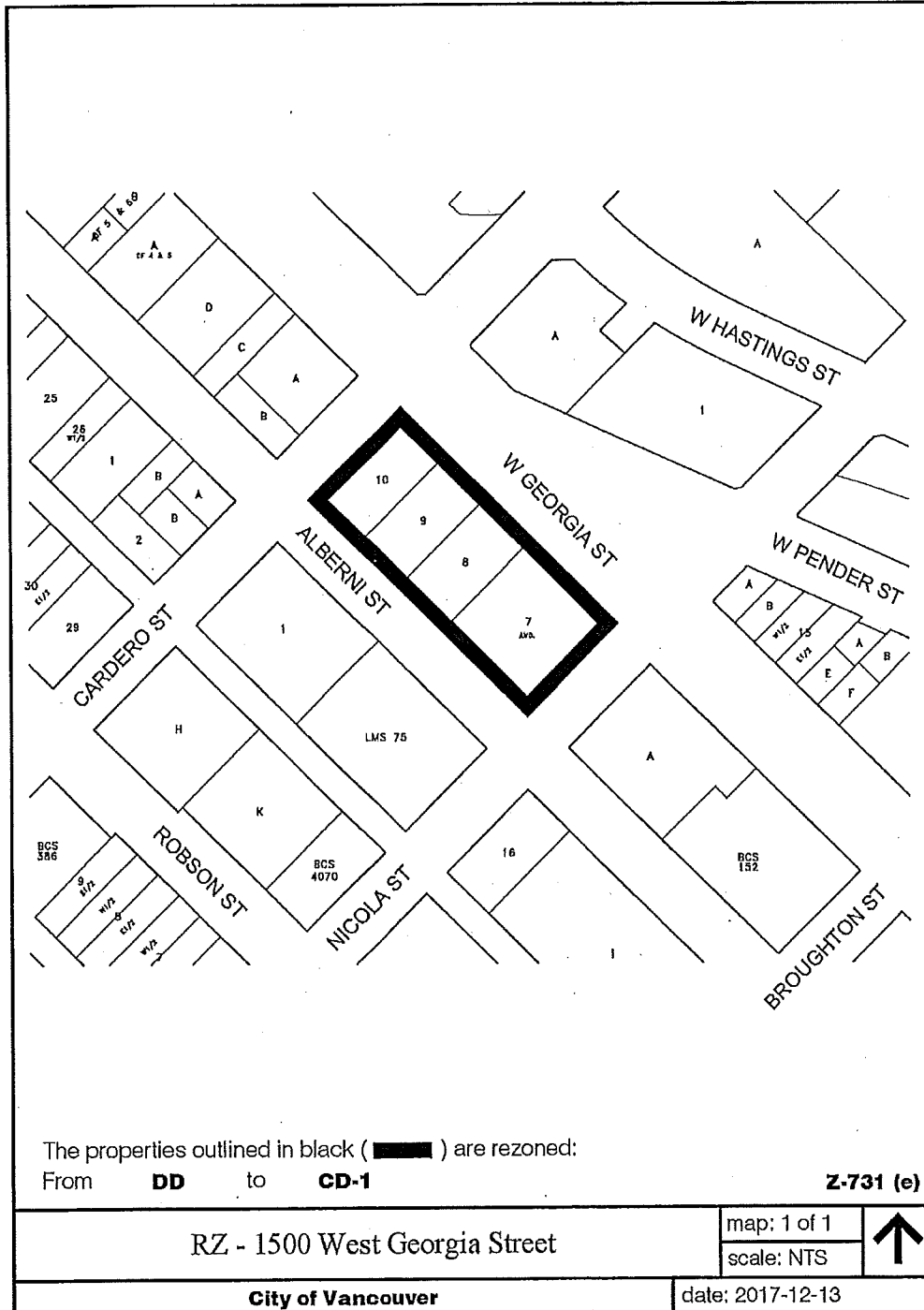
10. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



The properties outlined in black () are rezoned:
From **DD** to **CD-1**

Z-731 (e)

RZ - 1500 West Georgia Street

map: 1 of 1
scale: NTS



City of Vancouver

date: 2017-12-13

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 8242 Oak Street**

Following the Public Hearing on October 17, 2017, Council gave conditional approval to the rezoning of the site at 8242 Oak 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 24, 2018

8242 Oak Street

He.

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-726 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to the By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (706).

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

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, Park of Playground, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law and Multiple Dwelling;
- (c) Institutional Uses, limited to Child Day Care Facility, and Church;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing, and Printing and Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Neighbourhood Grocery Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;

- (g) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop, Restaurant – Class 1, Restaurant – Class 2, School – Arts or Self Improvement, and School – Vocational or Trade;
- (h) Utility and Communication Uses, limited to Public Utility, and Radiocommunication Station; and
- (i) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of use

3.1 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for the following:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.2 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor area must assume that the site area is 1,698.8 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 3.00, except that the floor space ratio for non-residential uses must be at least 0.43.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or 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 floor 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 base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

Building height

5. Building height, measured from base surface, must not exceed 29.4 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in Section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (706).

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

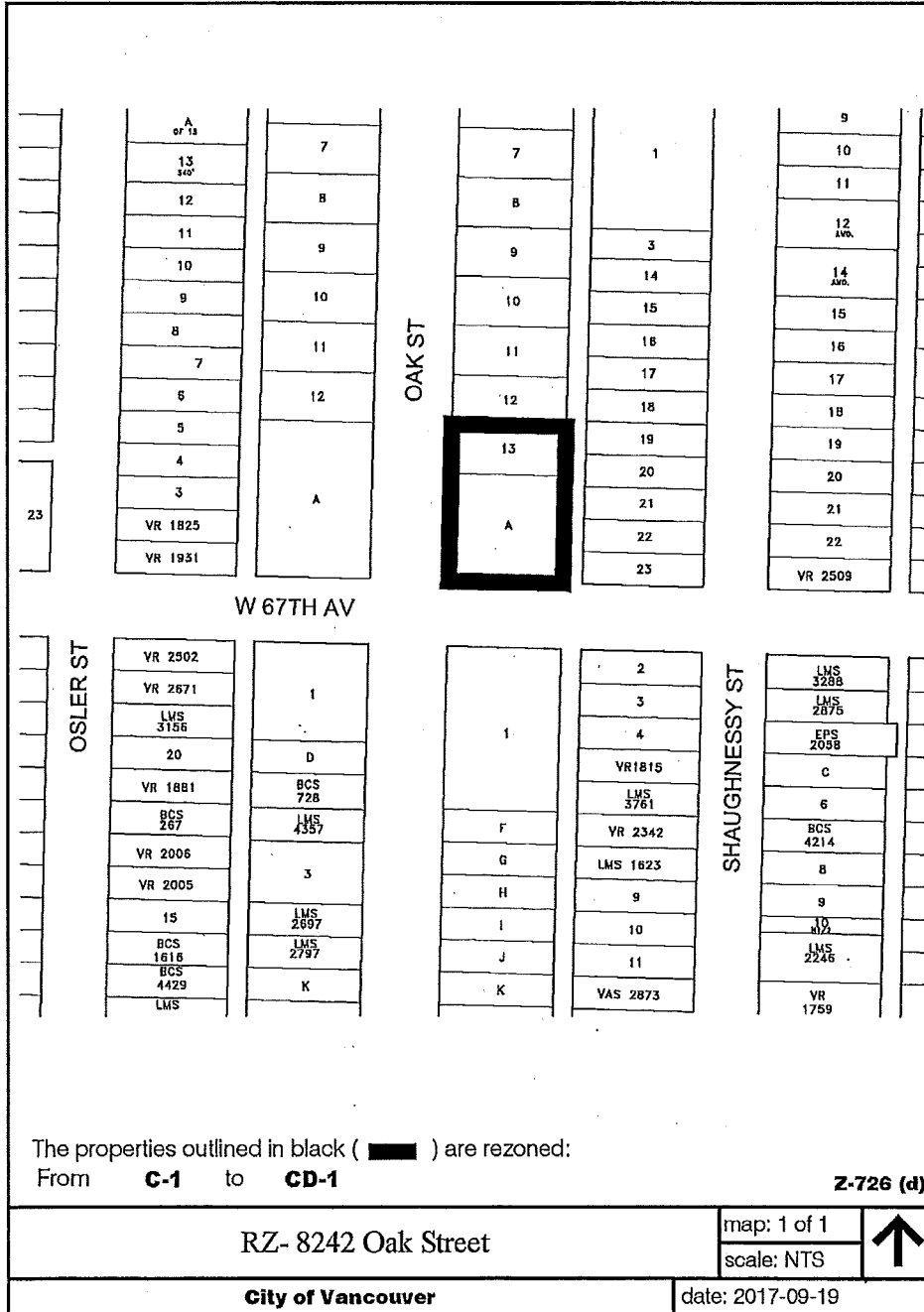
- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².


Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and is defined simply as noise level in decibels.

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

Schedule A



The properties outlined in black () are rezoned:
From **C-1** to **CD-1**

Z-726 (d)

RZ- 8242 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2017-09-19

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 2109 East Hastings Street**

Following the Public Hearing on May 22, 2018, Council gave conditional approval to the rezoning of the site at 2109 East Hastings Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC

2109 East Hastings 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-736 (b) 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 (707).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market; Furniture or Appliance Store; Grocery or Drug Store; Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (f) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3.1 No portion of the first storey of a building, within a depth of 10.7 m of the front wall of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

3.2 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) Display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.3 The design and layout of at least 35 per cent of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,031 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 3.20.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:

- (i) the total area of all such exclusions must not exceed 12 per cent of the permitted floor area, and
- (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10 per cent of the total permitted residential floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building height

5. Building height, measured from base surface, must not exceed 22.9 m.

Horizontal angle of daylight

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

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

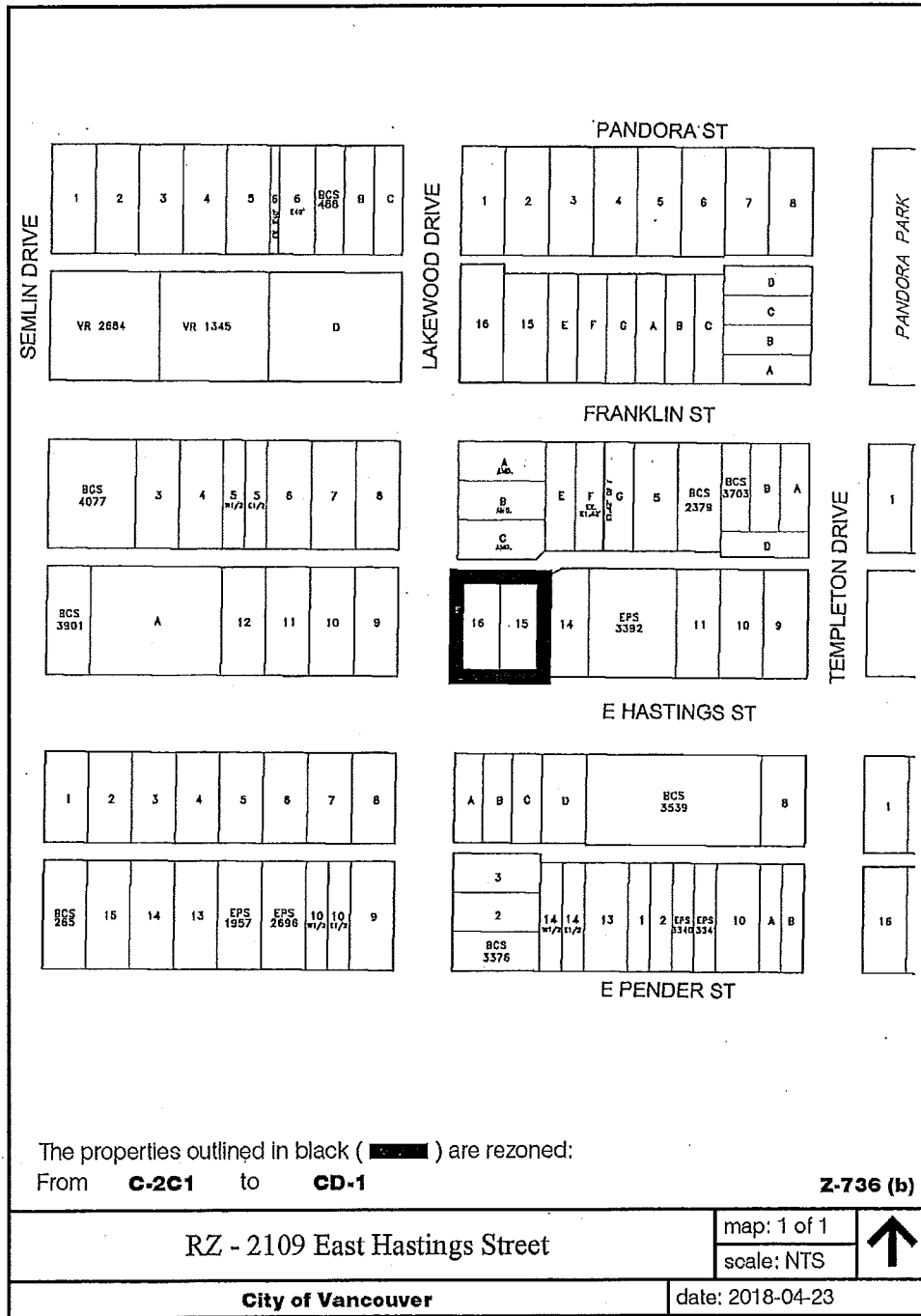
6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

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

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

6.5 An obstruction referred to in section 6.2 means:

Schedule A



The properties outlined in black ([black box]) are rezoned:
From **C-2C1** to **CD-1**

Z-736 (b)

RZ - 2109 East Hastings Street

map: 1 of 1
scale: NTS



City of Vancouver

date: 2018-04-23

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1296 West Broadway**

Following the Public Hearing on January 16, 2018, Council gave conditional approval to the rezoning of the site at 1296 West Broadway. 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 24, 2018

HG.

1296 West Broadway

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-731 (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 (708).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bingo Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility, Church, and Social Service Centre;
- (d) Manufacturing Uses, limited to Clothing Manufacturing, Food or Beverage Products Manufacturing – Class B, Jewellery Manufacturing, and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Small Scale Pharmacy, Retail Store, Liquor Store, Public Bike Share, and Secondhand Store;

- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (i) Accessory Uses customarily ancillary to the uses listed in this Section 2.2.

Conditions of use

3.1 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Restaurant;
- (d) Public Bike Share; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.2 The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,743 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 7.07

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (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 that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building height

5.1 Building height, measured to the top of the roof slab above the uppermost habitable floor, excluding the parapet wall, must not exceed the geodetic datum elevation of 96.8 m.

5.2 Overall building height must not exceed the geodetic elevation of 99.24 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (708).

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

- (a) a bathroom;
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. 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 (Leq24) sound level and will be defined simply as noise level in decibels.

Portion of Dwelling Unit	Noise Level (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.

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3625 Sawmill Crescent**

On May 10, 2018, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, 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 General Manager of Arts, Culture and Community Services, prior to the issuance of a Development Permit. Such a Housing Agreement has been accepted and signed 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 that Housing Agreement with the land owner.

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

Director of Legal Services
July 24, 2018

He.

3625 Sawmill Crescent

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3625 Sawmill Crescent**

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:

029-292-221

Lot 34 District Lot 331 Group 1 New Westminster District
Plan EPP31354

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.

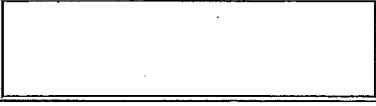
ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

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

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)
Kim Giuricich, Agent
City of Vancouver
453 West 12th Avenue
Vancouver BC V5Y 1V4
LTO Client number: 10647
Phone number: 604.873.7505
Matter number: 18-01578
3625 SAWMILL CRESCENT
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
029-292-221 LOT 34 DISTRICT LOT 331 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP31354
STC? YES

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

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

5. TRANSFEROR(S):
CITY OF VANCOUVER

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC 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)

BRAD WOODS
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4
LAWYER

Execution Date		
Y	M	D
18	07	12

Transferor(s) Signature(s)
CITY OF VANCOUVER, by its
authorized signatory:

Print Name:
HEIDI GRANGER,

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

3625 SAWMILL CRESCENT

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (i) the Transferor, CITY OF VANCOUVER, is called the "Owner" as more particularly defined in Section 1.1, in its capacity as the registered and beneficial Owner of the Lands; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2017-01227 (the "Development Application") to permit the development of a five-storey residential affordable rental multiple dwelling building containing 119 units all over one level of underground parking, providing 77 parking space having vehicular access from Sawmill Crescent, which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit:

"2.4 Arrangements shall be made, to the satisfaction of the Director of Planning, the Director of Legal Services, and the Director of Housing Centre, for the execution of a Housing Agreement in respect of all dwellings in the development, as follows:

- i. with a term of 60 years or the life of the building, whichever is longer;*
- ii. requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-Law NO. 9755;*
- iii. containing no-separate-sales and no stratification covenants;*
- iv. requiring all such units to be made available for rental for a term of not less than one month; and*
- v. including such other terms and conditions as the Director of Legal Services and the General Manager of Arts Culture and Community Services may require.*

(Note to Applicant: This Housing Agreement will be entered into by the City by by-law enacted pursuant to Section 595.2 of the Vancouver Charter.)"

(the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) "Development" means the development on the Lands described in Recital C as contemplated by the Development Permit;
- (g) "Development Application" has the meaning set out in Recital C;
- (h) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application at any time following the date this Agreement is fully executed by the parties;
- (i) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the Arts, Culture and Community Services

Department of the City and his/her successors in function and their respective nominees;

- (l) "Housing Income Limit" or "HIL" means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Arts, Culture and Community Services);
- (m) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (r) "Owner" means, the Transferor, the City of Vancouver, and its respective assigns and successors;
- (s) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (t) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;

- (u) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (v) "*Social Housing*" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (w) "*Social Housing Condition*" has the meaning ascribed to that term in Recital C;
- (x) "*Social Housing Units*" has the meaning ascribed to that term in Section 2.1(b), and "*Social Housing Unit*" means any one of such Social Housing Units;
- (y) "*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 New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (z) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building all Dwelling Units for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the

same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term not less than 30% of the Social Housing Units (or Replacement Social Housing Units, as applicable) will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit (or Replacement Social Housing Unit, as applicable);
- (e) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (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 Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit (or Replacement Social Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, 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 or other transfer of title to a Social Housing Unit (or Replacement Social Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils

normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and

- (k) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on a per unit basis, which rents by unit type will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units (or Replacement Social Housing Units, as applicable). Such records will be to the satisfaction of the City. At the request of the City, from time to time but no more frequently than annually, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:

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

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

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

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

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

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

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

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 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 7
NOTICES**

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

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

(b) If to the Owner:

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

Attention: Director of Real Estate, with concurrent copies to the Director of Affordable Housing

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

(c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

(d) if personally delivered, on the date when delivered,

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

**ARTICLE 8
MISCELLANEOUS**

8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements

herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 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.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties have each executed this Agreement on the General Instrument - Part 1 which is a part hereof.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2221 – 2223 Main Street**

After the public hearing on October 17, 2017, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Community Services and the Director of Legal Services, 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 24, 2018

Hc.

2221-2223 Main Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2221-2223 Main Street**

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

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

NO PIDs

Lot 1 Block 37 District Lot 200A Group 1 New
Westminster District Plan EPP82953

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

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)

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

LTO Client number: 10647
 Phone number: 604.873.7505
 Matter number: 17-03824
 2221 MAIN STREET

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT 1 BLOCK 37 DISTRICT LOT 200A GROUP 1 NEW WESTMINSTER
 DISTRICT PLAN EPP82953

STC? YES

Related Plan Number: EPP82953

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Entire instrument

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filled 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):

CITY OF VANCOUVER

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

V5Y 1V4

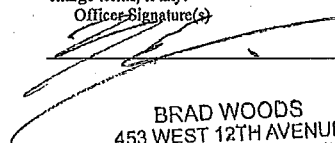
BRITISH COLUMBIA
 CANADA

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)

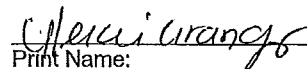

 BRAD WOODS
 453 WEST 12TH AVENUE
 VANCOUVER BC V5Y 1V4
 LAWYER

Execution Date

Y	M	D
18	07	12

Transferor(s) Signature(s)

CITY OF VANCOUVER, by its authorized signatory:


 Print Name:

HEIDI GRANGER

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
18		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER, by its
authorized signatory:

Print Name: _____

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

2221-2223 MAIN STREET

WHEREAS:

A. It is understood and agreed that this instrument and Agreement shall be read as follows:

- (a) the Transferor, CITY OF VANCOUVER, is called the "Owner", as more particularly defined in Section 1.1, in its capacity as the registered and beneficial owner of the Lands; and
- (b) the Transferee, CITY OF VANCOUVER, is called the "City" or "City of Vancouver" when referring to the corporate entity and "Vancouver" when referring to geographical location;

B. The Owner is the registered and beneficial owner of the Development Lands;

C. The Owner made an application to rezone the Development Lands from IC-2 (Industrial) District to CD-1 (Comprehensive Development) District to permit a stepped nine-storey mixed-use building with 145 social housing units and commercial uses at grade. After a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner satisfy the following condition:

"14. *Make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Community Services to enter into a Section 219 Covenant, Housing Agreement pursuant to section 565.2 of the Vancouver Charter, or other security, to secure:*

- (i) *a minimum of 44 units will be occupied by households with incomes below the housing income limits as set out in the current "Housing Income Limits (HILS)" table published by the British Columbia Housing Management Commission or equivalent publication at a rent which is no more than 30 per cent of household income;*
- (ii) *Average rents across all units will not exceed 80 per cent of the maximum rents set out in sections 3.1A and 3.1B of the Vancouver Development Cost Levy By-Law;*
- (iii) *the social housing units for the life of the building for use as "social housing" as defined in the Vancouver Zoning and Development By-law and as described in this report;*
- (iv) *a no separate sales covenant;*

- (v) a no stratification covenant; and
- (vi) a requirement that none of the units will be rented for less than one month at a time.

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter"

(the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) "DCL By-law" means Development Cost Levy By-law No. 9755 and all amendments thereto and re-enactments thereof;
- (g) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (h) "Development Lands" means, collectively, the Lands and Lot 2;
- (i) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as

contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;

- (j) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (k) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (l) "Housing Income Limits" or "HILs" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey;
- (m) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) "Lot 2" means the lands legally described as:

Lot 2 Block 37 District Lot 200A Group 1 New Westminster District Plan EPP82953;
- (q) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) "Owner" means, the Transferor, the City of Vancouver, and all of their respective assigns and successors;

- (t) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (u) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (w) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (x) "Social Housing" has the meaning ascribed to that term in the Vancouver DCL By-law, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (y) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (z) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Social Housing Units;
- (aa) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (bb) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) it will design, construct, equip and finish within the New Building not less than 145 dwelling units for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the Social Housing Units (or Replacement Social Housing Units, as applicable) will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) not less than 44 of the Social Housing Units (or Replacement Social Housing Units, as applicable) will be:
 - A. occupied by households with incomes below the then current applicable HILS; and
 - B. each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
 - (ii) average rents across each unit type of Social Housing Units (or Replacement Social Housing Units, as applicable) will not exceed 80% of the maximum rents for the respective unit type set out in Sections 3.1A(d) of the DCL-By-law, as may be amended from time to time;

unless otherwise agreed by the City;
- (e) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be used for the purpose of providing Social Housing;
- (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 Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:

- (i) every Social Housing Unit (or Replacement Social Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
- (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, 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 or other transfer of title to a Social Housing Unit (or Replacement Social Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands 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;
- (f) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and

- (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units (or Replacement Social Housing Units, as applicable). Such records will be to the satisfaction of the City. At the request of the City, from time to time but no more frequently than annually, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;

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

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

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

precedent with respect to other existing or potential claims affecting or involving the City;

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

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

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 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 7 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

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

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

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

Attention: Director of Real Estate, with a concurrent copy to the
Director of Affordable Housing

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
 - (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.8 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.9 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.

8.10 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the General Instrument - Part 1, which is a part hereof.

END OF DOCUMENT

EXPLANATION

**Area Specific Development Cost Levy By-law
Amending By-law
Re: Grandview Boundary levies and for-profit affordable rental housing**

A Council resolution of July 11, 2018 approved proposed amendments to the Area Specific Development Cost Levy By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

BY-LAW NO.



**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding Grandview Boundary levies and for-profit affordable rental housing**

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

1. This By-law amends the indicated provisions of Area Specific Development Costs Levy By-law No 9418.
2. In section 3.1A:
 - (a) Council strikes section 3.1A(e);
 - (b) Council renumbers s. 3.1A (f) as s. 3.1A (e); and
 - (c) Council adds the word "and" at the end of section 3.1A (d).
3. In section 3.1B, Council strikes section 3.1B (f) and replaces it with:

“(f) all units of all unit types must meet all the requirements in section 3.1A (a) and (b), and all units of all unit types must be used to calculate the averages specified in 3.1A (c) and (d) , except that a building that contains studio units, one bedroom units and two bedroom units that meet all requirements in 3.1A (a),(b),(c),and (d) qualifies for a waiver for all those units in each of those unit types on a pro rata basis even if the building contains three bedroom units that do not meet the requirements in section 3.1A (d), in which case none of the 3 bedroom units qualifies for the waiver. “
4. In section 3.8 Council strikes "\$9.78" and replaces it with "\$0.00".
5. In section 3.8 (a) Council strikes "\$39.14" and replaces it with "\$0.00".
6. In sections 3.8((b) and 3.8(c) Council strikes "\$1.08" and replaces it with "\$0.00".
7. In sections 3.8 (d), 3.8(e), 3.8(f), 3.8(g), 3.8(h), 3.8(i) and 3.8(j) Council strikes "\$10.00" and replaces them all with "\$0.00".
8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

9. This By-law is to come into force and take effect upon enactment, except for sections 4, 5, 6 and 7, which are to come into force and take effect on September 30, 2018.

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION

Vancouver Utilities Development Cost Levy By-Law

Enactment of this by-law will implement Council's resolution of July 11, 2018 to enact the Vancouver Utilities Development Cost Levy By-law, to take effect September 30, 2018.

Director of Legal Services
July 24, 2018

**CITY OF VANCOUVER
BRITISH COLUMBIA**



**VANCOUVER UTILITIES DEVELOPMENT COST
LEVY BY-LAW NO. XXXX**

**This By-law is printed under and
by authority of the Council of
the City of Vancouver**

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BY-LAW NO.



**A By-law to impose development
cost levies for utilities in the city**

PREAMBLE

Council is satisfied that the amounts raised by levies imposed by this By-law in the general area are unlikely to exceed the estimated costs of projects for the general area.

Council has determined that imposing levies in the amounts set out in this By-law in the general area to contribute to the costs of projects for the general area are fair and equitable.

Council is excluding those areas of land described in Part 1 of Schedule A from this By-law because Council has previously determined that development anticipated in those areas will contribute to the need to provide capital projects, and has previously imposed development cost levies with respect to those areas.

Council is excluding those areas of land described in Parts 2 and 3 of Schedule A from this By-law because Council has previously determined that development anticipated in those areas will contribute to the need to provide capital projects, and has previously provided for them by way of official development plans, comprehensive district rezoning, alternate funding arrangements, or other appropriate measures.

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

**SECTION 1
INTERPRETATION**

Name of By-law

1.1 The name of this By-law, for citation, is the "Vancouver Utilities Development Cost Levy By-law".

Definitions

1.2 In this By-law:

"Artist Studio - Class A", which means the use of premises for the production of dance, live music, creative writing, painting, drawings, pottery or sculpture, video, moving or still photography, none of which involves amplified sound or one or more of the materials or processes specified under Artist Studio - Class B, but does not include premises used for residential purposes;

"Artist Studio - Class B", which means the use of premises for the production of (a) dance or live music involving electronically amplified sound, (b) moving or still photography (excluding video) involving on-site film processing, (c) paintings, drawings,

pottery or sculpture involving the use of fibreglass, epoxy and other toxic or hazardous materials or one or more of the following processes: welding, woodworking, spray painting, silk screening or fired ceramics, but does not include premises used for residential purposes;

"building permit" means a building permit issued under the Building By-law;

"child care" means the use of premises operated as a community care facility by one or more persons licensed under the Community Care and Assisted Living Act of British Columbia, as amended or replaced from time to time, on a not for profit basis, for "group child care", "preschool", multi-age child care in accordance with Child Care Licensing Regulation B.C. Reg. No. 332/2007, as amended or replaced from time to time, and may include the use of flexible space operated for child services as determined by the Director of Social Planning for the city but excludes premises operated for "family child care";

"Community Centre /Neighbourhood House" means a community centre /neighbourhood house generally accessible to the public and no smaller than 50 square meters in floor area;

"development" means any construction, alteration, or extension of all or part of a building or structure that requires issuance of a building permit, and includes a surface parking lot but excludes repair or renovation work, being repair or renovation of a building or structure that does not increase the floor area of that building or structure;

"FSR" means floor space ratio as that term is defined in the Zoning and Development By-law.

"floor area" means the floor area of a development set out in the development permit that applies at the time of entitlement to delivery of the building permit authorizing the development;

"for-profit affordable rental housing" means a new building containing multiple dwelling units, which meets the requirements of section 3.2 to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units;

"general area" means all land within the boundaries of the city as described in Schedule A Part 1, except for those areas of land described in Schedule A Parts 2 and 3;

"industrial zone" means:

- (a) any zoning district designated as "Industrial" by section 9.1 of the Zoning and Development By-law, and includes the following zones: I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 zoning districts; and
- (b) the land zoned by CD-1 By-law No. 6654 with respect only to those uses that the by-law permitted on the date of its enactment;

"laneway house" has the meaning ascribed to it by section 2 of the Zoning and Development By-law;

"levy" means development cost levy;

"library" means a library generally accessible to the public and no smaller than 50 square meters in floor space;"

"mixed-employment (light industrial)" means the following zones: (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B zoning districts);

"parking garage" means all or a portion of a building or structure the principal or intended principal use of which is the parking or storage of motor vehicles but excludes all or a portion of a building or structure that provides no more than four motor vehicle parking or storage spaces accessory to a residential use;

"prime rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia as the base rate that the Bank uses to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate;

"project" means any capital project described in section 2.2 and Schedule C;

"Public Authority Use" means a Public Authority use limited to Police Station or Fire Hall;

"replacement housing" has the meaning given to it in section 523D(2.2) of the Vancouver Charter;

"school" means an institution of learning regularly giving instruction to children that is either:

- (a) under the jurisdiction of The Board of School Trustees of School District No. 39 (Vancouver) constituted under the *School Act*, or
- (b) accepted by the Ministry of Education of the Province of British Columbia, or its successor in function, as providing instruction equivalent to that furnished in the schools referred to in subparagraph (a) above;

"social housing", for the purposes of section 523D(10)(d) of the Vancouver Charter, means rental housing:

- (a) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
- (b) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the city, the Province of British Columbia, or

Canada; and

- (c) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city, registered against the freehold or leasehold title, with such priority of registration as the city may require;

except that in the HA-2 district; in the area of the FC-1 district located north of National Avenue; in the area of the M-1, I-2, RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive; in the Downtown-Eastside Oppenheimer district; and in the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan; social housing means rental housing:

- (d) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
- (e) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the city, the Province of British Columbia, or Canada; and
- (f) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city, registered against the freehold or leasehold title, with such priority of registration as the city may require.

"surface parking lot" means a parking lot established on the surface of land that has no portion of a building or structure above or below it; and

"temporary building" means a temporary building, structure, or shelter for which a building permit is necessary under the Building By-law.

Table of contents

1.3 The table of contents for this By-law is for convenient reference only, and is not for assistance in interpreting or enforcing this By-law.

Schedules

1.4 The schedules attached to this By-law form part of this By-law.

Severability

1.5 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.

SECTION 2 LEVY AREA

Levy area

2.1 Council designates that the general area is subject to imposition of a levy under this By-law.

Projects

2.2 Development cost levies are imposed under this by-law for the purpose of providing funds to assist the City in paying the capital cost of providing, constructing, altering, or expanding sewage, water, and drainage facilities.

SECTION 3 DEVELOPMENT COST LEVIES

Imposition of levies

3.1 Subject to this By-law, Council imposes, on every person entitled to delivery of a building permit authorizing development in the general area, the levies set out in Schedule C.

Waiver for for-profit-affordable housing

3.2 Notwithstanding section 3.1, Council waives the levy otherwise required under Schedule C for construction of for-profit affordable rental housing in accordance with sections 3.1A and 3.1B of the Vancouver Development Cost Levy By-law No. 9755.

General levy

3.3 Schedule C sets out the levies imposed under this By-law, and is based on floor area.

Application of levy to less than four dwelling units

3.4 A levy is payable where a building permit authorizes the construction, alteration, or extension of a building that, after the construction, alteration, or extension, will:

- (a) contain less than four self-contained dwelling units;
- (b) be put to no other use other than residential use in those dwelling units; and
- (c) in the case of an alteration or extension, except for the alteration or extension of a garage into a laneway house, include an addition of 46.5 m² or more of floor area.

Alteration or extension of existing building or structure

3.5 If a development consists only of the alteration or extension of an existing building or structure to increase its floor area, except for the alteration or extension of a garage into a laneway house, the levy applies only to the additional floor area.

Staged development

3.6 If a development takes place in stages authorized by separate building permits, a levy is payable, under section 3.3 with respect to each such building permit.

Aggregate levy

3.7 If a development includes uses, or buildings or structures, to which different levies apply, the levy for the development is to be the aggregate of them.

Payment of levy by installments

3.8 Rather than paying a levy upon issuance of a building permit, the person responsible for payment of the levy, at the time and as a condition of issuance of the building permit, may:


- (a) pay \$100.00 to the city; and
- (b) post with the city an irrevocable and unconditional letter of credit for the balance of the amount of the levy, together with an amount equal to one year's interest thereon at a rate that is two percent above the prime rate on the day of application for the building permit, for a term of not less than 12 months.


Realization on security

3.9 The city may realize on the letter of credit referred to in section 3.8, or on any renewal of it:

- (a) within 30 days before the date of its expiry unless, before the date 11 months following the date of its issuance, the person who posted the letter of credit or its renewal posts with the city a renewal or further renewal of the letter of credit on the same terms and conditions as the original letter of credit except that fixing of the prime rate is to occur on the day of renewal or further renewal of the letter of credit; or
- (b) if the levy that it secures remains unpaid on the date of issuance of the occupancy permit permitting occupancy of the development in respect of which the levy is payable.


SCHEDULE "A" - PART 1

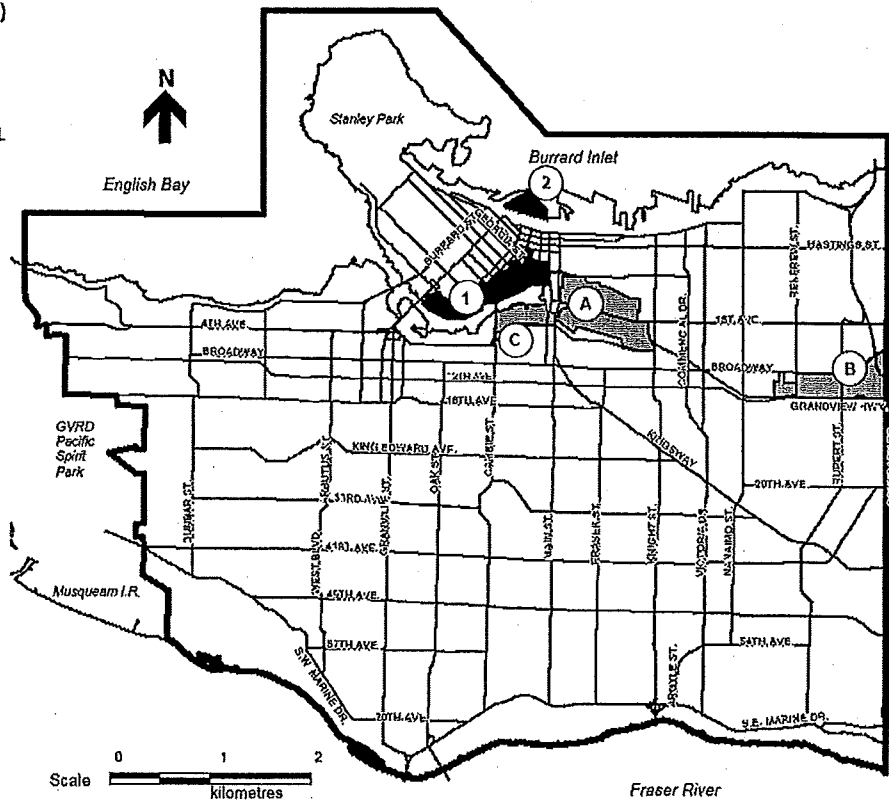
 Vancouver (City-Wide) DCL Boundary

 Layered DCLs*
 A. False Creek Flats
 B. Grandview-Boundary DCL
 C. South East False Creek

* areas subject to City-wide DCL and applicable Layered DCL

Areas Excluded from Vancouver (City-Wide) DCL Area

 ODP/CD-1s with Secured Public Benefits:
 1. False Creek North ODP
 2. Central Waterfront Port Lands



note: boundaries of highlighted areas area approximate and shown for illustrative purposes only.

SCHEDULE A - PART 2

Those areas of land listed in Column 1, and designated or described,
as at January 28, 2000, in the by-laws listed in Column 2

Column 1	Column 2
Lands zoned CD (Comprehensive Development District) and subject to the False Creek North Official Development Plan	By-law No. 6650

SCHEDULE A - PART 3

PID 024-041-238
Lot B

PID 024-041-246
Lot C

PID 024-041-254
Lot D

Public Harbour of Burrard Inlet
New Westminster District
Plan LMP36518

SCHEDULE "C"

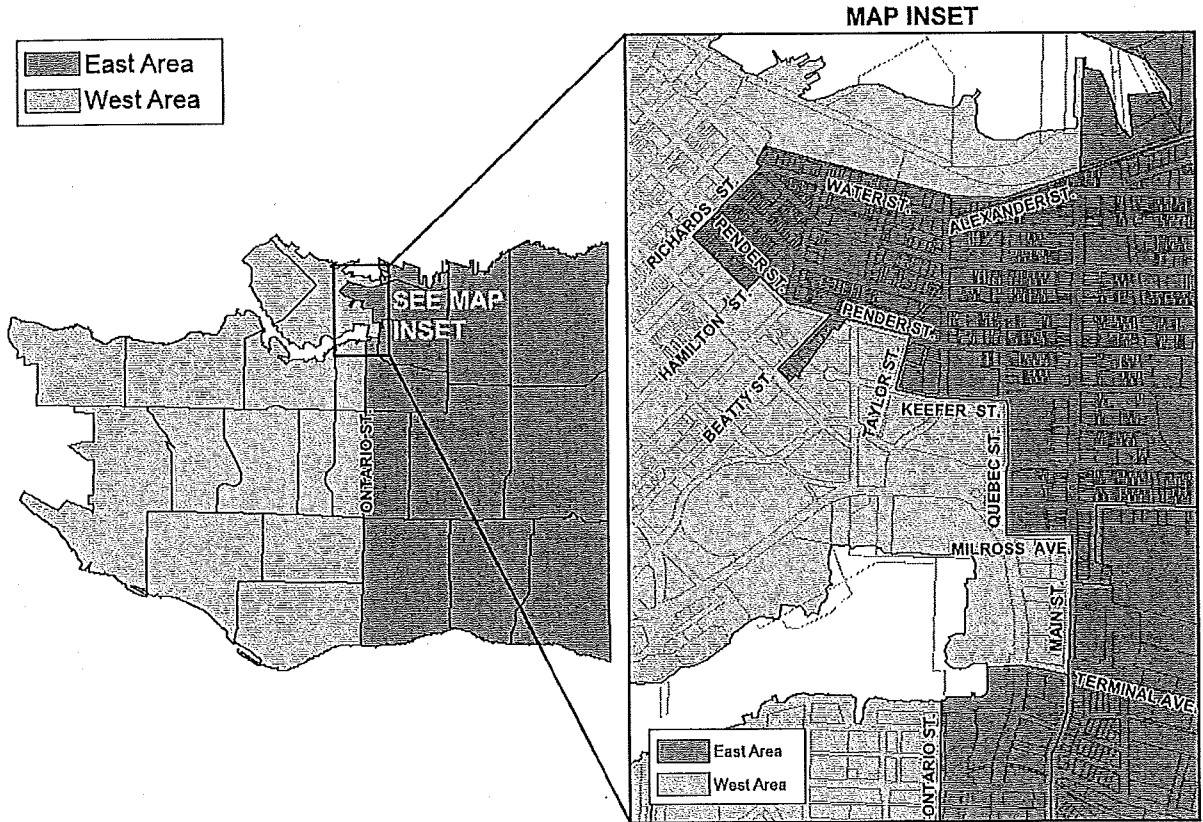
Schedule C - City-wide Utilities Development Cost Levy Rates			
Category/Use	Total Development Cost Levy	Unit/area cost	Rate Effective September 30, 2018
RESIDENTIAL			
Residential at or below 1.2 FSR and Laneway House	\$ 24.97	Per m ²	\$ 24.97
Medium Density Residential Above 1.2 to 1.5 FSR	\$ 54.25	Per m ²	\$ 54.25
Higher Density Residential Above 1.5 FSR (West Area)	\$ 108.61	Per m ²	\$ 108.61
Higher Density Residential Above 1.5 FSR (East Area)*		Per m ²	\$ 54.30
NON-RESIDENTIAL			
Industrial (I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 Zoning Districts)	\$ 21.74	Per m ²	\$ 21.74
Mixed Employment (Light Industrial) (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B Zoning Districts)	\$ 40.69	Per m ²	\$ 40.69
Commercial & Other	\$ 54.25	Per m ²	\$ 54.25

* 50% of levy in 2018 applied to East Area. Rate to be implemented in full by September 30, 2020. East Area and West Area determined by Appendix A.

Category/Use	Rate	Unit/ Area cost
CULTURAL, INSTITUTIONAL, SOCIAL		
School use	\$5.49	Per m2
Parking Garage	\$1.08	Per m2
Childcare Use	\$10.00	Per Building Permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Artist Studio Class A & Class B	\$10.00	
Community Centre/Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	

Appendix A

Vancouver Map - East and West Areas



EXPLANATION**Vancouver Development Cost Levy By-law
Amending By-law
Re: Waiver for-profit affordable rental housing**

A Council resolution of July 11, 2018 approved proposed amendments to the Vancouver Development Cost Levy By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 650 West 41st Avenue (Oakridge Centre)**

After a public hearing on March 10, 11 and 14, 2014 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the Director of Legal Services in consultation with the Managing Director of Social Development to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
July 24, 2018

HG.

650 West 41st Avenue
(Oakridge Centre)

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 650 West 41st Avenue (Oakridge Centre)**

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

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

PID: 003-128-687

LOT 7, EXCEPT PART IN AIR SPACE PLAN 20425
BLOCK 892 DISTRICT LOT 526 PLAN 20424

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

Schedule A

FORM C_V24 (Charge)

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

PAGE 1 OF 20 PAGES

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



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[TO BE FILLED BY OWNER'S LAWYER]

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
003-128-687 LOT 7, EXCEPT PART IN AIR SPACE PLAN 20425 BLOCK 892
DISTRICT LOT 526 PLAN 20424

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Covenant Entire Instrument (pages 3 - 20)

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):
7503059 CANADA INC., INCORPORATION NO. A0080266

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

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

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

JERRY NGUYEN
Barrister and Solicitor
QuadReal Property Group
868 Burrard St, Suite 800
Vancouver, BC V6C 2X8
604-976-9600

Execution Date		
Y	M	D
18	07	17

Transferor(s) Signature(s)
7503059 CANADA INC. by its
authorized signatory(ies):

Print Name: JOHN PURCELL

Print Name: Remco Daal

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y M D

18

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its authorized signatory:

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, 7503059 CANADA INC. (INC.NO. A0080266), is called the "Owner"; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to amend CD-1 (1) By-law No. 3568 for 650 West 41st Avenue (Oakridge Centre) to allow for a mixed-use development comprised of approximately 2,548 dwelling units (including 290 social housing units and 290 secured market rental housing units) in 13 residential buildings, commercial space, a 100,000 square foot Civic Centre (which shall include a community centre, seniors' centre, library, cultural spaces, childcare facility, out of school care space, and youth services hub), as well as a 9-acre park, 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 Director of Legal Services in consultation with the General Manager of Arts, Culture, and Community Services to enter into an agreement securing the Owner's obligation to design and build 290 residential units as market rental housing, with a minimum total net area of 18,430 m² (198,387 sq. ft.) gross floor space, plus related parking and other indoor and outdoor amenity space, consistent with relevant City Council adopted guidelines, and subject to the following additional conditions:
- I. all market rental units will be secured as market rental for a term of 60 years or the life of the buildings, whichever is greater;
 - II. all market rental units will be contained within a separate air space parcel or parcels, with a minimum number of 20 units per air space parcel;
 - II. that each such air space parcel may not be subdivided by deposit of a strata plan;
 - II. that none of such market rental units may be separately sold;
 - III. that none of such market rental units will be rented for less than one month at a time;
 - IV. the number of market rental units may be varied at the discretion of the General Manager of Arts, Culture, and Community Services to provide for more family units;

- V. the 290 units of market rental housing must be completed and ready for occupancy by December 31, 2026, with such delivery to be secured through arrangements acceptable to the Director of Legal Services; and
- VI. such other terms and conditions as the General Manager of Arts, Culture, and Community Services and the Director of Legal Services may in their sole discretion require

(collectively, 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*, covenant and agree as follows in respect of the use of the Lands and the Buildings:

Terms of Agreement

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) "Agreement" means this agreement, including the foregoing Recitals, and any Schedules attached hereto;
- (b) "Air Space Parcels" has the meaning set out in Article 3, and "Air Space Parcel" means any one of the Air Space Parcels;
- (c) "ASP Subdivision Plan" has the meaning set out in Article 3;
- (d) "Building 12" means the building or structure identified as "Building 12" on the sketch plan attached as Schedule "A", which shall contain approximately 260 market dwelling units, to be built on a portion of the Lands as contemplated by the Rezoning and the Development Permits, and includes any portion of any such building or structure above the grade of the commercial levels, but does not include any Excluded Works or 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 Permits;
- (e) "Buildings" mean the buildings or structures to be built on the Lands as contemplated by the Rezoning and the Development Permits, and include any portion of any such building or structure, but does not include the Excluded Works, or any 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 Permits, and shall include, without limitation, the Rental Buildings, Building 12 and the Other Buildings;

- (f) **"Business Corporations Act"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (g) **"City"** means the City of Vancouver in its capacity as a corporate entity;
- (h) **"City Manager"** means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (i) **"City of Vancouver"** means, save only for its use in Section 1.1(f), the City of Vancouver as a geographical location;
- (j) **"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;
- (k) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"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, but does not include a development permit issued by the City in respect of any Excluded Works;
- (m) **"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;
- (n) **"Excluded Works"** means:
- (i) any work required to prepare the Lands (or any portion thereof) including the improvements thereon to continue, during the redevelopment of the Lands, the operation of the business currently conducted from the Lands including:
 - (A) construction of a new temporary entrance from Cambie Street to the commercial mall on the Lands;
 - (B) any work or improvements to interior leasable and ancillary areas to facilitate the relocation, or reconfiguration of premises, of tenants of the Lands; or
 - (ii) any work required on the Lands or City owned lands adjacent to or in the proximity of the Lands:
 - (A) pursuant to any site services agreement or other agreement with the City required as a condition of enactment of the Rezoning or any utility, road or other infrastructure works or relocations that are for practical reasons required to take place concurrently therewith whether or not expressly identified in such site services agreement or other agreement with the City; or

- (B) to reconfigure or install any utilities works or services;
- (o) "General Manager of Arts, Culture, and Community Services" means the chief administrator, from time to time, of the City's Arts, Culture, and Community Services Department and his or her successors in function and their respective nominees;
- (p) "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 up to and including the date of application by the Owner for the issuance of a Development Permit for the development which includes a Rental Building, provided that no amendment, supplement or replacement guideline that would have the effect of requiring an increase in the total gross floor space required for the Market Rental Housing Units (as set out in the form of development for the Lands as approved by the City's Council in connection with the Rezoning) shall be applicable;
- (q) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (r) "Lands" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the Form C - 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*);
- (s) "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;
- (t) "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;
- (u) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (v) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);

- (w) "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, but does not include an occupancy permit issued by the City in respect of any Excluded Works;
- (x) "Other Buildings" means the buildings or structures identified as the following:
- (i) Building 1;
 - (ii) Building 2;
 - (iii) Building 3;
 - (iv) Building 4;
 - (v) Building 5;
 - (vi) Building 6;
 - (vii) Building 7;
 - (viii) Building 8;
 - (ix) Building 9;
 - (x) Building 13; and
 - (xi) Building 14,
- all on the sketch plan attached as Schedule "A", which shall contain market dwelling units, social housing units and the Civic Centre, to be built on a portion of the Lands as contemplated by the Rezoning and the Development Permits, and includes any portion of any such building or structure, but does not include the Excluded Works or 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 Permits;
- (y) "Owner" means the Transferor, its successors and assigns, and any successors in title to the Lands or a portion of the Lands;
- (z) "Phase Two Buildings" means, collectively, the Rental Buildings and the buildings or structures identified as "Building 5", "Building 6", "Building 7", "Building 8", "Building 9", "Building 12", "Building 13", and "Building 14" on the sketch plan attached as Schedule "A", to be built on a portion of the Lands as contemplated by the Rezoning and the Development Permits, and includes any portion of any such building or structure, but does not include the Excluded Works or 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 Permits;

- (aa) "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;
- (bb) "Rental Buildings" means the buildings or structures identified as "Building 10" and "Building 11" on the sketch plan attached as Schedule "A", which shall contain the 290 Market Rental Housing Units, to be built on a portion of the Lands as contemplated by the Rezoning and the Development Permits, 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 Permits;
- (cc) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (dd) "Rezoning" means the rezoning of the Lands described in Recital C of this Agreement;
- (ee) "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 a Rental Building is demolished or substantially destroyed, as determined by an architect satisfactory to the City and Owner; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for any Air Space Parcel; and
- (ff) "*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 Form C - 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 Form C - 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 AND SUBDIVISION**

2.1 Restrictions. The Owner covenants and agrees that:

{00993912v4}

Market Rental Housing Agreement
650 West 41st Avenue (Oakridge Centre)

- (a) throughout the Term, the Lands and the Rental Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct by December 31, 2026, and throughout the Term will maintain not less than 290 residential units on the Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permits, any building permits 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 will have at least two (2) bedrooms and will be designed to be 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 will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, none of the Market Rental Housing Units will be rented for less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies or by way of mortgage, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial owner (it being acknowledged that registered title may be held by a nominee company on behalf of such beneficial owner), and unless such transferee complies with Section 9.1;
- (g) throughout the Term, it will not suffer, cause or permit the Rental Buildings to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Rental Buildings, the Market Rental Housing Units 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; and
- (j) throughout the Term, it will keep and maintain the Rental Buildings 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 any portion(s) thereof are/is damaged (and not demolished or substantially destroyed, as determined by an architect satisfactory to the City and Owner) before the end of the Term, the Owner will promptly restore and repair the

same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
SUBDIVISION**

3.1 Air Space Subdivision. Notwithstanding Section 2.1(f) and 2.1(g):

- (a) prior to the issuance of an Occupancy Permit for any part of any Rental Building or Building 12, the Owner will subdivide the Lands by deposit of an air space subdivision plan (the "ASP Subdivision Plan"), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, this Agreement and all applicable laws and by-laws, so as to create an air space parcel or air space parcels containing the Rental Buildings and all of the Market Rental Housing Units (the "Air Space Parcels"); and
- (b) following the deposit of the ASP Subdivision Plan and the issuance of a final Occupancy Permit for the Air Space Parcels, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or lot other than the Air Space Parcels, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) and/or lot(s), respectively (whereupon the term "Lands" as used in this Agreement will be read and construed as not including such other parcel(s) and/or lot(s)); provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units, or in respect of the Air Space Parcels pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 4
DEVELOPMENT PERMIT HOLD**

4.1 Development Permit Hold. The Owner covenants and agrees with the City in respect of the use of the Lands and the Buildings, that:

- (a) the Owner will take no action, directly or indirectly, to compel the issuance of any Development Permit for any of the Phase Two Buildings, until such time as the Owner has delivered to the City such plans and specifications (which plans and specifications may be the Owner's development permit plans) setting out the location and configuration of the Air Space Parcels and the Market Rental

Housing Units, in form and contents satisfactory to the General Manager of Arts, Culture, and Community Services;

- (b) the City will be under no obligation to issue any Development Permit for any of the Phase Two Buildings, notwithstanding compliance by the Owner with all other prerequisites to the issuance of any such Development Permit, until such time as the Owner has complied with Section 4.1(a); and
- (c) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit for any Phase Two Buildings until there is compliance with the provisions of this Article 4.

**ARTICLE 5
OCCUPANCY PERMIT HOLD - RENTAL BUILDINGS AND BUILDING 12**

5.1 Occupancy Permit Hold. The Owner covenants and agrees with the City in respect of the use of the Lands and the Buildings, that the Buildings will not be used or occupied except as follows:

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of any Rental Building or Building 12 and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of any Rental Building or Building 12 until such time as the Owner is able to apply for an Occupancy Permit for the Rental Buildings and the Market Rental Housing Units and all related facilities and the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(i), is in force and effect; and
 - (ii) confirmation that the Market Rental Housing Units will be used as Market Rental Housing as of Occupancy Permit issuance, in form and substance satisfactory to the City;
- (b) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any part of any Rental Building or Building 12, notwithstanding completion of construction of such part of any such Building until such time as an Occupancy Permit can be issued for the Rental Buildings, the Market Rental Housing Units and all related facilities; and
- (c) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 5.

**ARTICLE 6
RECORD KEEPING**

- 6.1 **Record Keeping.** The Owner will, throughout the Term, 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 acknowledges that the Owner's records pertaining to occupancy and rental rates for the Market Rental Housing Units is proprietary information of the Owner, the release of which is likely to be harmful to the Owner's competitive position among other things and the City will not do anything, or require anything to be done, that would result in a breach of the Owner's statutory obligations with respect to privacy of such information and the provisions of the *Freedom of Information and Protection of Privacy Act* as amended and replaced from time to time.

**ARTICLE 7
ENFORCEMENT**

- 7.1 **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 8
RELEASE AND INDEMNITY**

- 8.1 **Release and Indemnity.** Subject to Section 8.3, 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:
 - (A) reviewing, accepting or approving the design or specifications of the Market Rental Housing Units;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

(b) covenants and agrees to release, 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 those for whom the Owner is responsible for at law; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

except to the extent any such Losses are the result of any gross negligence or wrongful intentional acts on the part of the City or City Personnel.

8.2 Nature of Indemnities. The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.3 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 8.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 8.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.3(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 8.3(b).

(c) Regardless of whether the claim is being defended under Section 8.3(a) or Section 8.3(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.

8.4 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 8 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 9 TRANSFER OF LANDS; DISCHARGES

9.1 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 (but excluding the sale, lease or mortgage of individual strata lots and the lease or mortgage of any other property), 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 acting reasonably, 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 9.1, 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.

9.2 Discharges. Following the deposit of any air space subdivision plan to subdivide a portion of the Lands to enable the construction and transfer of any of the Other Buildings, the Owner may apply to the City for a partial discharge of this Agreement with respect to any such parcel or lot that contains any of the Other Buildings, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) and/or lot(s), respectively (whereupon the term "Lands" as used in this Agreement will be read and construed as not including such other parcel(s) and/or lot(s), provided at all times this Agreement shall remain registered against such remainder Lands); provided, that:

- (a) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units, or in respect of the Air Space Parcels pursuant to this Agreement;
- (b) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (c) the City will have a reasonable amount of time to execute and return any such discharge; and

- (d) the preparation and registration of any such discharge will be without cost to the City.

For clarity, the Owner may apply for a partial discharge pursuant to this Section 9.2 prior to the Air Space Parcels being created and notwithstanding that the Occupancy Permit hold described in Article 5 hereof remains in effect; provided, however, the City will not be obligated to execute any such discharge in respect of any parcel or lot that is subject to a Development Permit or Occupancy Permit hold hereunder.

- 9.3 No liability after ownership ceases. Subject to Section 9.1, neither the Owner nor any successor in title to the Lands shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the owner of such portion, but the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the owner of any portion of the Lands for all breaches of and non-observance and non-performance of covenants herein as the same relate to such portion that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the owner of such portion.

ARTICLE 10 NOTICES

- 10.1 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:

QuadReal Property Group
800 Park Place - 666 Burrard Street
Vancouver, BC
V6C 2X8

Attention: President

- (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 Arts, Culture, and 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 11
MISCELLANEOUS**

- 11.1 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.
- 11.2 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.
- 11.3 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.
- 11.4 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.
- 11.5 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.
- 11.6 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.
- 11.7 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.

- 11.8 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.
- 11.9 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.
- 11.10 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.
- 11.11 No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 11.12 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.
- 11.13 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.
- 11.14 Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 11.15 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.

11.16 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.

11.17 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.

11.18 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.

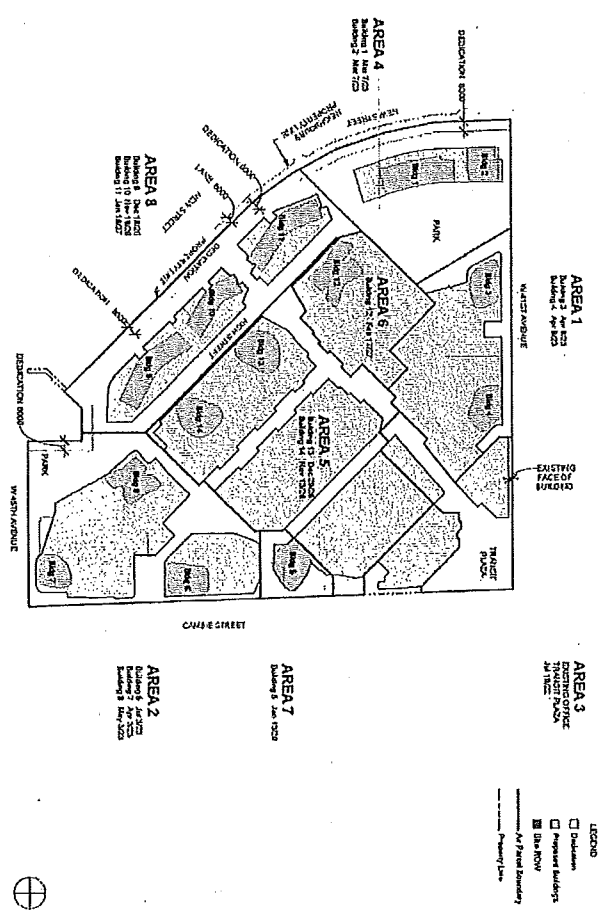
11.19 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

11.20 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 Form C - General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

SCHEDULE "A" Sketch Plan of Buildings

OAKRIDGE



SERVICING SKA 13

END OF DOCUMENT

EXPLANATION

A By-law to amend the Zoning & Development By-law regarding CD-1 (696)

After the public hearing on July 17, 2018, Council resolved to amend CD-1 (696) regarding 500-650 West 57th Avenue. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

#15.

500-650 West 57th Avenue

BY-LAW NO.

A By-law to amend CD-1 (696) By-law No. 12105

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

1. This By-law amends the indicated provisions of By-law 12105.
2. In Section 5.3, Council strikes out "all institutional uses in all sub-areas combined", and substitutes "institutional and health care office uses in Sub Area A".
3. In Section 6.1, Council:
 - (a) strikes out "permitted number of storeys or the maximum"; and
 - (b) strikes out Table B: Maximum Permitted Building Storeys and Building Height and substitutes:

"Table B: Maximum Permitted Building Height

Sub-Area	Maximum Permitted Height
1	87 m
2	74 m
3	22 m
4	31 m
5	90 m
6	91 m
7	91 m
8	81 m
9	25 m
10	40 m
11	53 m
12	22 m
13	22 m
14	22 m
15	22 m
16	26 m
17	40 m
18	64 m
19	22 m
20	5 m

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

EXPLANATION**A By-law to amend the Zoning & Development By-law
regarding CD-1 (693)**

After the public hearing on July 17, 2018, Council resolved to amend CD-1 (693) regarding 809 West 23rd Avenue. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC.

809 West 23rd Avenue

BY-LAW NO.

A By-law to amend CD-1 (693) By-law No. 12034

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

1. This By-law amends the indicated provisions of By-law 12034.
2. In Section 2.2, Council strikes out subsections (d) and (e) and substitutes:
 - “(d) Multiple Conversion Dwelling;
 - (e) Infill One-Family Dwelling;
 - (f) Lock-off units; and
 - (g) Accessory uses customarily ancillary to the uses permitted in this Section.”.
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 the Zoning & Development By-law regarding CD-1 (679)

After the public hearing on July 17, 2018, Council resolved to amend CD-1 (679) regarding 725-747 Southeast Marine Drive. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC.

725-747 Southeast Marine Drive

BY-LAW NO. _____

A By-law to amend CD-1 (679) By-law No. 11930

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

1. This By-law amends the indicated provisions of By-law 11930.
2. In Section 4.4, Council:
 - (a) strikes out "and" at the end of subsection (c); and
 - (b) inserts the following as a new subsection (d) and renumbers the remaining subsection accordingly:

“(d) Child Day Care Facility and Community Centre or Neighbourhood House;
and”.
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 the Zoning & Development By-law
regarding CD-1 (562)**

After the public hearing on July 17, 2018, Council resolved to amend CD-1 (562) regarding 508 Helmcken Street. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

He.

508 Helmcken Street

BY-LAW NO.

A By-law to amend CD-1 (562) By-law No. 10870

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

1. This By-law amends the indicated provisions of By-law 10870.
2. Council strikes out the map attached as Schedule A and substitutes the map attached hereto as Schedule A.
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.

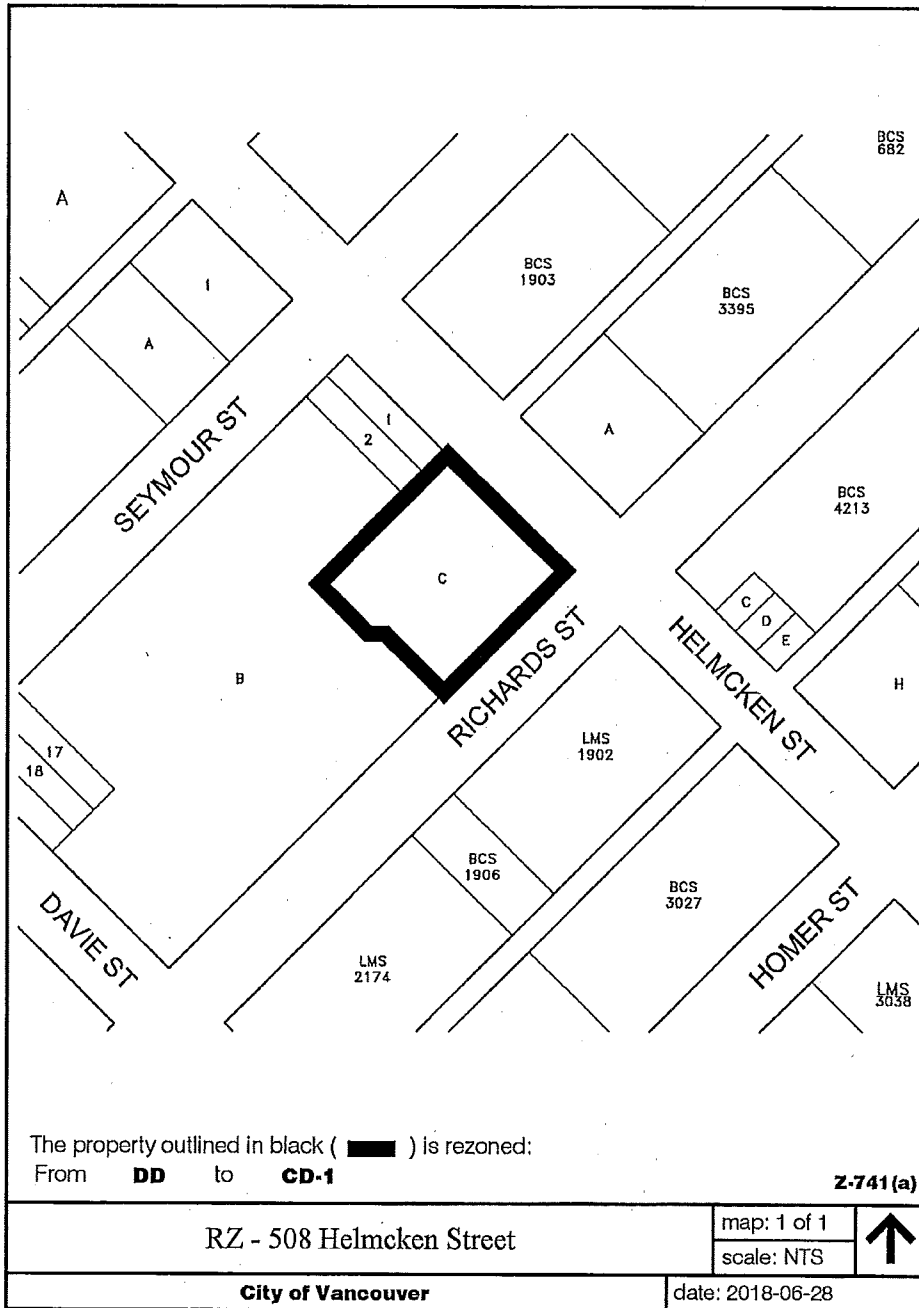
ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A

Schedule A



EXPLANATION

**A By-law to amend
Sign By-law No. 11879
regarding Miscellaneous Amendments**

Following the public hearing on July 17, 2018, Council resolved to amend the Sign By-law in accordance with proposed amendments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC.

Miscellaneous Amendments
Regarding CD-1 Districts

BY-LAW NO.

A By-law to amend Sign By-law No. 11879

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 No. 11879.
2. In Schedule A (CD-1 Zoning District regulated by Part 9), Council:
 - (a) strikes out:
 - (i) "725-747 Southeast Marine Drive [CD-1 (21)] [By-law 4035] C-2", and
 - (ii) "3595 Kingsway [CD-1 (676)] [By-law 11899] B (C-2)";
 - (b) adds in the appropriate numerical CD-1 order:
 - (i) "3595 Kingsway [CD-1 (60)] [By-law 11899] C-2", and
 - (iii) "725-747 Southeast Marine Drive [CD-1 (679)] [By-law 11930] C-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
Noise Control By-law No. 6555
regarding Miscellaneous Amendments**

Following the public hearing on July 17, 2018, Council resolved to amend the Noise Control By-law in accordance with proposed amendments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

He.

Miscellaneous Amendments
Regarding CD-1 Districts

BY-LAW NO.

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

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. In Schedule B (Intermediate Zone), Council:
 - (a) strikes out:

"CD #	By-law #	Approximate Location
21	4035	725-47 S.E. Marine

and substitutes:

CD #	By-law #	Approximate Location
679	11930	725-747 Southeast Marine Drive

; and

- (b) strikes out:

CD #	By-law #	Approximate Location
676	11899	3595 Kingsway

and substitutes:

CD #	By-law #	Approximate Location
60	11899	3595 Kingsway

EXPLANATION

**A By-law to amend
Parking By-law No. 6059
regarding Miscellaneous Amendments**

Following the public hearing on July 17, 2018, Council resolved to amend the Parking By-law in accordance with proposed amendments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

EXPLANATION

A By-law to amend the Zoning and Development By-law pertaining to Grocery Store with Liquor Store Use

Following the public hearing on July 17, 2018, Council resolved to amend the Zoning and Development By-law regarding amendments related to the Grocery Store with Liquor Store Use. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

He.

Grocery Store with Liquor Store Use

BY-LAW NO.

**A By-law to amend Zoning and Development By-law No. 3575
Text amendment regarding Grocery Store with Liquor Store Use**

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 2.2(f) of CD-1 (659), Council deletes "Grocer or Drug Store," and substitutes "Grocery or Drug Store, Grocery Store with Liquor Store,".
3. In section 2.2(e) of CD-1 (672) and CD-1 (682), Council adds the following immediately after "Grocery or Drug Store,":

"Grocery Store with Liquor Store,".
4. In section 2.2(f) of CD-1 (677), Council adds the following immediately after "Grocery or Drug Store,":

"Grocery Store with Liquor Store,".
5. 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.
6. 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
Ticket Offences By-law No. 9360
Regarding re-instatement of Stages 1 and 2**

At a Regular Council meeting on July 24, 2018, Council resolved to amend the Ticket Offences By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HE

BY-LAW NO.

**A By-law to amend the
Ticket Offences By-law No. 9360
Regarding Reinstatement of Enforcement Provisions
for Stage 1 and 2 Water Restrictions**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council amends section 2.6 by striking out "Water Shortage Response By-law" and substituting "Drinking Water Conservation By-law".
3. Council adds the following to the beginning of Columns 2, 3 and 4 of Table 6:

"

<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Wasting water Stage 1	Section 6.2	\$250.00
Water residential lawn at even-numbered addresses outside permitted hours Stage 1	Section 7.2(a)(i)	\$250.00
Water residential lawn at odd-numbered addresses outside permitted hours Stage 1	Section 7.2(a)(ii)	\$250.00
Water non-residential lawn at even-numbered addresses outside permitted hours Stage 1	Section 7.2(a)(iii)	\$250.00
Water non-residential lawn at odd-numbered addresses outside permitted hours Stage 1	Section 7.2(a)(iv)	\$250.00
Water residential trees, shrubs, flowers or plants using a sprinkler outside permitted hours Stage 1	Section 7.2(b)(i)	\$250.00
Water non-residential trees, shrubs, flowers or plants using a sprinkler outside permitted hours Stage 1	Section 7.2(b)(ii)	\$250.00
Water playing field outside permitted hours Stage 1	Section 7.2(c)	\$250.00

<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Wasting water Stage 2	Section 6.2	\$500.00
Water residential lawn at even-numbered addresses outside permitted hours Stage 2	Section 8.2(a)(i)	\$500.00
Water residential lawn at odd-numbered addresses outside permitted hours Stage 2	Section 8.2(a)(ii)	\$500.00
Water non-residential lawn at even-numbered addresses outside permitted hours Stage 2	Section 8.2(a)(iii)	\$500.00
Water non-residential lawn at odd-numbered addresses outside permitted hours Stage 2	Section 8.2(a)(iv)	\$500.00
Water residential trees, shrubs, flowers or plants using a sprinkler outside permitted hours Stage 2	Section 8.2(b)(i)	\$500.00
Water non-residential trees, shrubs, flowers or plants using a sprinkler outside permitted hours Stage 2	Section 8.2(b)(ii)	\$500.00
Wash impermeable outdoor surface Stage 2	Section 8.2(c)	\$500.00
Fill aesthetic water feature Stage 2	Section 8.2(d)	\$500.00
Water golf course fairway outside permitted number of days Stage 2	Section 8.2(e)	\$500.00
Water soil-based playing field outside permitted number of days or hours Stage 2	Section 8.2(f)	\$500.00
Water sand-based playing field outside permitted hours Stage 2	Section 8.2(g)	\$500.00
Operate water play park without user-activated switches Stage 2	Section 8.2(h)	\$500.00

”

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 155 East 37th Avenue**

Following a Public Hearing on July 19, 2016 and Regular Council on July 26, 2016, Council gave conditional approval to the rezoning of the site at 155 East 37th Avenue (Little Mountain). 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 24, 2018

HC.

155 East 37th Avenue (Little Mountain)

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:

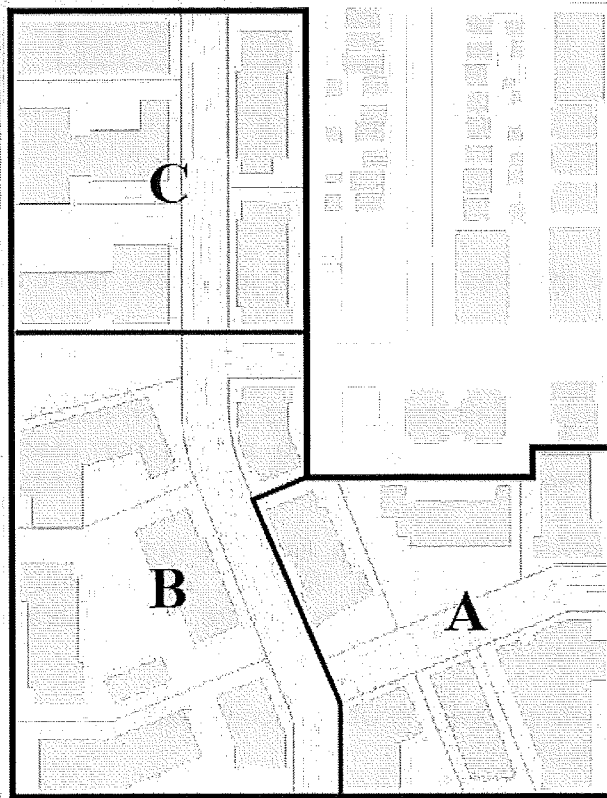
Zoning District Plan Amendment

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-708 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Sub-areas

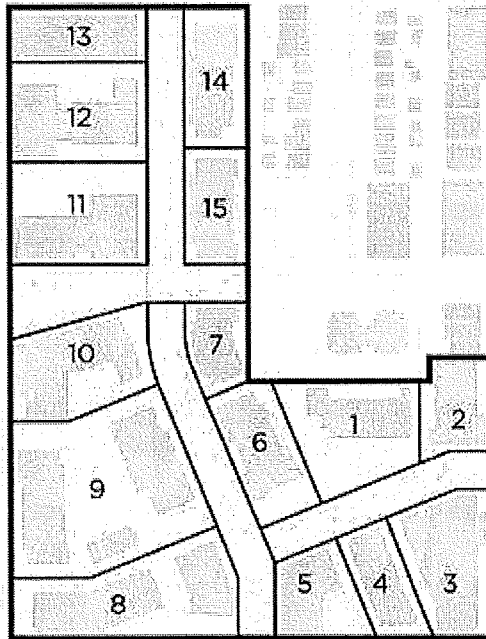
2.1 The site is to consist of three sub-areas generally as illustrated in Figure 1, solely for the purpose of calculating maximum permitted floor area and allocating permitted uses.

Figure 1: Sub-areas for Maximum Permitted Floor Area and Permitted Uses



2.2 The site is to consist of fifteen sub-areas generally as illustrated in Figure 2, solely for the purpose of allocating and calculating maximum permitted building storeys and building height.

Figure 2: Sub-areas for Maximum Permitted Building Storeys and Building Height



Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (704).

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

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Park or Playground, Swimming Pool, or Theatre;
- (b) Multiple Dwelling, Dwelling Uses in conjunction with any use listed in this section 3.2, and lock-off units;

- (c) Institutional Uses, limited to Child Day Care Facility, Church, Public Authority Use, and Social Service Centre;
- (d) Manufacturing Uses, limited to Jewelry Manufacturing, Printing or Publishing and Brewing or Distilling;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, Small-scale Pharmacy, or Vehicle Dealer;
- (g) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Hotel, Laboratory, Laundromat or Dry Cleaning Establishment, Motor Vehicle Wash, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, or Wedding Chapel; and
- (h) Accessory Uses customarily ancillary to the above uses.

Conditions of use

4.1 Notwithstanding the provisions of section 3.2, the only uses permitted in Sub-areas B and C of Figure 1 are multiple dwelling and lock-off units, and accessory uses customarily ancillary to those uses.

4.2 All commercial uses permitted by this By-law must be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Restaurant;
- (c) Neighbourhood Public House; and
- (d) Display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

4.3 The design and lay-out of at least 35% 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".

4.4 No portion of the first storey of any building located on Main Street, to a depth of

10.7 m from the east wall of the building and extending across its full width along Main Street may be used for residential purposes except for entrances to the residential portion.

Floor area and density

5.1 The floor area for all permitted uses in each sub-area of Figure 1 must not exceed the maximum permitted floor area set out in the following table:

Table A
Maximum Permitted Floor Area

Sub-area of Figure 1	Maximum permitted floor area
A	43,481 m ²
B	57,777 m ²
C	53,356 m ²

5.2 Notwithstanding the provisions of section 5.1 and Table A, the minimum permitted floor area for non-residential uses in Sub-area A of Figure 1 is 4,916 m².

5.3 Computation of floor area must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, to be measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) no enclosure of balconies is permissible for the life of the building;
- (b) patios and roof gardens, only if the Director of Planning first approves the design of sunroofs and walls; and
- (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, except that the exclusion for a parking space must not exceed 7.3 m in length.

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

Building heights and number of storeys

6. Buildings, measured above base surface, and to the top of the roof slab above the uppermost habitable floor excluding parapet wall, must not exceed the maximum permitted number of storeys or the maximum permitted height in each sub-area of Figure 2, as set out in Table B.

**Table B
Maximum Permitted Building Storeys
and Building Height**

Sub-area of Figure 2	Maximum Permitted Storeys	Maximum Permitted Height
1	6	20 m
2	8	26 m
3	8	26 m
4	5	18 m
5	6	20 m
6	10	32 m
7	8	26 m
8	6	20 m
9	12	37 m
10	9	29 m
11	12	37 m
12	10	32 m
13	6	20 m
14	6	20 m
15	6	20 m

Horizontal angle of daylight

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

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

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

7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirements in section 7.2 and 7.3 if the Director of Planning or Development Permit Board first considers any applicable policies and guidelines.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (704).

7.6 A habitable room referred to in section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit; or
 - (ii) 9.3 m².

Acoustics

8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

Severability

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

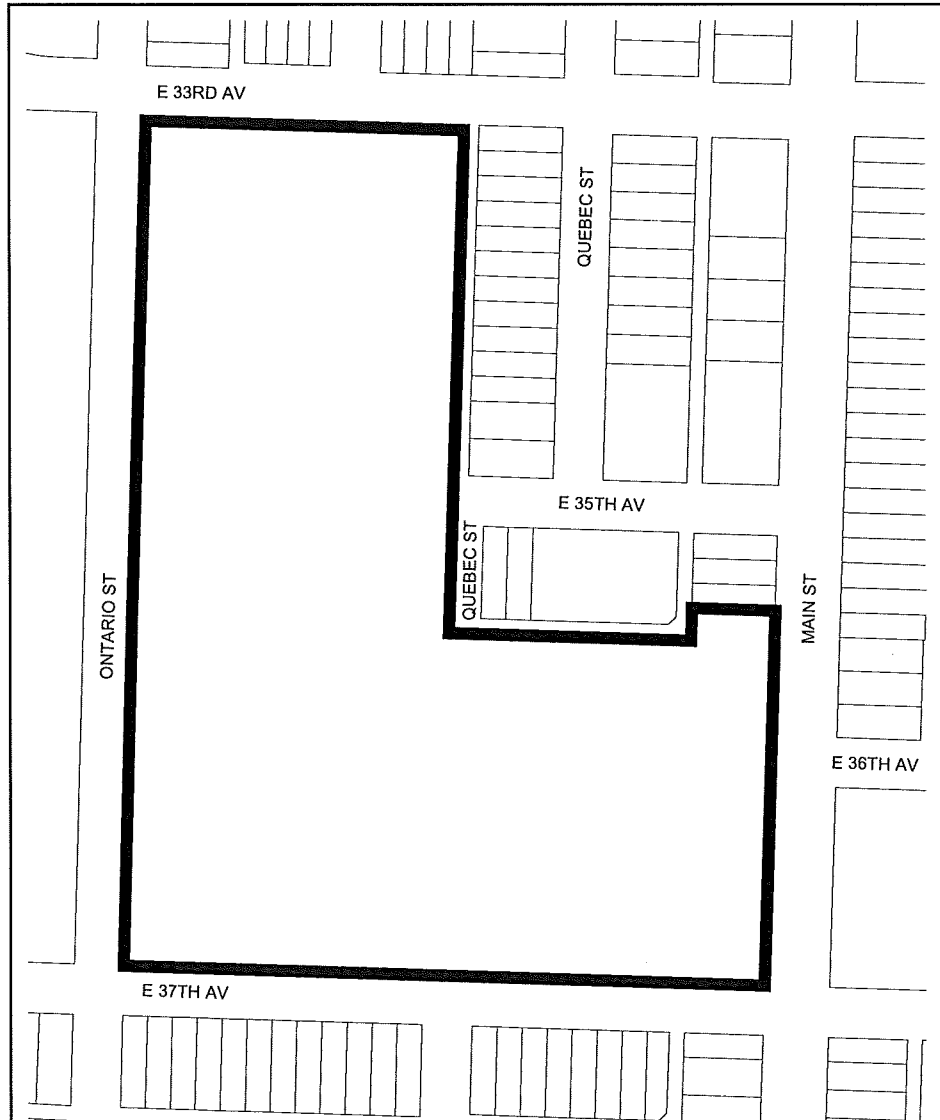
Force and effect


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

ENACTED by Council this day of , 2018

Mayor

City Clerk



The property outlined in black () is rezoned:
From **RM-3A** to **CD-1**

Z-708 (b)

RZ - 155 East 37th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**A By-law to amend License By-law No. 4450
regarding Provincial Cannabis Legislation**

Following the public hearing on July 24, 2018, Council resolved to amend the License By-law regarding the new provincial cannabis legislation. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 24, 2018

HC.

License By-law Amendment
Regarding Provincial Cannabis Legislation

BY-LAW NO.

**A By-law to amend License By-law No. 4450
Regarding Provincial Cannabis Legislation**

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 3, Council adds the following new subsection:

“(6) No owner of any premises shall permit, suffer or allow the undertaking of any business, trade, profession or other occupation at said premises unless the person carrying on the business, trade, profession or other occupation holds a subsisting City licence therefor.”.
3. In section 12.2, Council strikes out subsections (10) through (28).
4. Council strikes out section 24.5, including the heading “Retail Dealer – Cannabis”.
5. Council adds a new section 29A as follows:

“ENFORCEMENT

- 29A. (1) The Chief Licence Inspector may issue in writing such notices or orders as may be necessary to inform a person of a contravention of this By-law, in the manner set out in this By-law.
 - (2) The Chief Licence Inspector may order a person who contravenes this By-law to comply with the By-law within a specified time.
 - (3) A notice or order issued under this By-law shall be sufficiently served:
 - (a) in the case of a contravention of this By-law by an owner of the premises, by mailing it by registered mail to the owner at the owner's address as it appears on the records of the Assessment Authority of British Columbia;
 - (b) by sending it by electronic mail to the electronic mail address of the person who contravened this By-law; or
 - (c) by delivery by hand to the person who contravened this By-law.”.
6. In section 30(5) Council strikes out the words “section 25.3” and substitutes “sections 24.5, 25.1, or 25.3”.

Severability

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.

Force and effect

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