

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 3681 Victoria Drive and 1915 Stainsbury Avenue**

After the public hearing on November 14, 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  
November 13, 2018

40.

3681 Victoria Drive and 1915 Stainsbury 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. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule A (Activity Zone) by adding the following:

CD #	By-law #	Approximate Location
714	12298	3681 Victoria Drive and 1915 Stainsbury Avenue

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 Sign By-law  
Re: 3681 Victoria Drive and 1915 Stainsbury Avenue**

After the public hearing on November 14, 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  
November 13, 2018



**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 1619-1651 East Broadway**

After the public hearing on May 22, 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  
November 18, 2018



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 1619-1651 East Broadway**

After the public hearing on May 22, 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  
November 13, 2018





**EXPLANATION**

**A By-law to amend the Noise Control By-law  
Re: 454 West Pender Street**

After the public hearing on November 15, 2016, 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  
November 13, 2018



**EXPLANATION****A By-law to amend the Parking By-law  
Re: 454 West Pender Street**

After the public hearing on November 15, 2016, Council resolved to add 454 West Pender Street to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 13, 2018

46.  
CD-1 District Parking requirements  
454 West Pender Street

**BY-LAW NO.**

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by adding the following:

“

Address	By-law No.	CD-1 No.	Parking Requirements
454 West Pender Street	12306	(717)	Parking, loading and bicycle spaces in accordance with by-law requirements, except for the following: (i) a minimum of one Class A loading space shall be provided.

”

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 Sign By-law  
Re: 454 West Pender Street**

After the public hearing on November 15, 2016, 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  
November 13, 2018

HC.

454 West Pender Street

**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. Council amends Schedule A (CD-1 Zoning District regulated by Part 9) by adding the following:

Location	CD-1 Number	By-law Number	Assigned Zoning District
454 West Pender Street	(717)	12306	DD

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 Noise Control By-law  
Re: 424-428 West Pender Street**

After the public hearing on November 15, 2016, 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  
November 13, 2018

HC

424-428 West Pender Street

**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 the Noise Control By-law.
2. Council amends Schedule B (Intermediate Zone) by adding the following:

CD #	By-law #	Approximate Location
718	12305	424-428 West Pender Street

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 Parking By-law  
Re: 424-428 West Pender Street**

After the public hearing on November 15, 2016, Council resolved to add 424-428 West Pender Street to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 13, 2018



## EXPLANATION

**A By-law to amend the Sign By-law  
Re: 424-428 West Pender Street**

After the public hearing on November 15, 2016, 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  
November 13, 2018

HC.

424-428 West Pender Street

**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. Council amends Schedule A (CD-1 Zoning District regulated by Part 9) by adding the following:

Location	CD-1 Number	By-law Number	Assigned Zoning District
424-428 West Pender Street	(718)	12305	DD

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 Noise Control By-law  
Re: 2221-2223 Main Street**

After the public hearing on October 17, 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  
November 13, 2018

HG.

2221-2223 Main Street

**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 the Noise Control By-law.
2. Council amends Schedule B (Intermediate Zone) by adding the following:

CD #	By-law #	Approximate Location
719	12304	2221-2223 Main Street

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 Parking By-law  
Re: 2221-2223 Main Street**

After the public hearing on October 17, 2017, Council resolved to add 2221-2223 Main Street to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 13, 2018





**EXPLANATION**

**A By-law to amend the Sign By-law  
Re: 2221-2223 Main Street**

After the public hearing on October 17, 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  
November 13, 2018

HC

2221-2223 Main Street

**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. Council amends Schedule A (CD-1 Zoning District regulated by Part 9) by adding the following:

Location	CD-1 Number	By-law Number	Assigned Zoning District
2221-2223 Main Street	(719)	12304	C-3A

3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2018

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 531 – 541 East 6th Avenue**

On July 17, 2018, the Development Permit Board 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 Community Services, prior to the issuance of a Development Permit.

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

Director of Legal Services  
November 13, 2018

HC

531 – 541 East 6<sup>th</sup> Avenue

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 531 – 541 East 6th Avenue**

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

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

PID: 030-369-517                      LOT A BLOCK 87 DISTRICT LOT 264A GROUP 1 NEW  
WESTMINSTER DISTRICT PLAN EPP79291

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

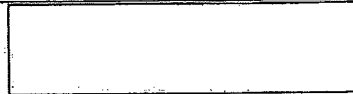
\_\_\_\_\_  
Mayor

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

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

1539375404 PAGE 1 OF 16 PAGES

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



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)

Koffman Kalef LLP

19th Floor  
885 West Georgia Street  
Vancouver

BC V6C 3H4

Serina Charleson, Applicant's Agent  
604-891-3688  
(File No. 54948-2/SJC-083502)

Deduct LTSA Fees? Yes

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

030-369-517 LOT A BLOCK 87 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP79291

STC? YES

3. NATURE OF INTEREST  
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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

(a)  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):

MOUNT PLEASANT HOLDINGS LTD. (INC. NO. BC1017584)  
LAURENTIAN BANK OF CANADA (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE  
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA  
CANADA

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)

  
ERIN K. TAIT  
Barrister & Solicitor  
KOFFMAN KALEF LLP  
19th Floor, 885 W. Georgia Street  
Vancouver, B.C. Canada V6C 3H4  
Direct: (604) 891-3618

Execution Date		
Y	M	D
18	10	12

Transferor(s) Signature(s)

MOUNT PLEASANT HOLDINGS  
LTD., by its authorized signatory  
(ies):

Print Name: Gary Lee

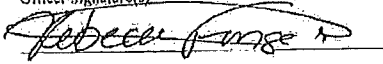
Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)



Rebecca Fonseca  
A Commissioner Authorized  
to Administer Oaths in the Courts  
of Justice in the Province of Ontario.

LAURENTIAN BANK OF CANADA  
130 ADELAIDE ST. WEST, SUITE 300  
TORONTO, ONTARIO M5H 3P5  
(416) 865-5953

Execution Date

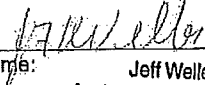
Y	M	D
18	10	31

Transferor / Borrower / Party Signature(s)

LAURENTIAN BANK OF CANADA, by  
its authorized signatory(les):



Print Name: PARTHENA KEROGLIDIS  
MANAGER



Print Name: Jeff Weller  
Assistant Vice President

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.

LAND TITLE ACT  
FORM E  
SCHEDULE

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the above charge priority over Mortgage CA6661456 and Assignment of Rents CA6661457

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

---

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

More Pages

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
RENTAL HOUSING  
531 E. 6<sup>th</sup> AVENUE

WHEREAS:

- A. It is understood and agreed that this Instrument and Agreement will be read as follows:
- I. the Transferor, MOUNT PLEASANT HOLDINGS LTD., is called the "Owner", as more particularly defined in Section 1.1(s); and
  - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DE419152 (the "Development Application") to development two new multiple dwelling buildings containing 7 dwelling units in Building A (front) and 5 dwelling units in Building B (rear), providing a total of 12 dwelling units, atop one level of underground parking, providing 11 parking spaces having vehicular access from the lane, 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:
- "2.1. Arrangements shall be made, to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services, to enter into a Housing Agreement securing all residential rental units as market rental units for the longer of 60 years and the life of the building, subject to the following additional conditions:*
- (i) a no separate-sales covenant;*
  - (ii) a no stratification covenant; and*
  - (iii) that none of such units will be rented for less than one month at a time.";* and
- D. The Owner is entering into this Agreement to satisfy the foregoing condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, 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 INTERPRETATION**

- 1.1 Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
  - (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
  - (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
  - (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
  - (e) **"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;
  - (f) **"Development Application"** has the meaning ascribed to it in Recital C;
  - (g) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
  - (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
  - (i) **"Director of Planning"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
  - (j) **"Discharge"** has the meaning ascribed to that term in Section 5.1(b);
  - (k) **"Discharge Date"** means the date upon which the Owner files the Discharge with the Land Title Office;
  - (l) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
  - (m) **"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 her/his successors in function and their respective nominees;
  - (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (o) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (p) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) "New Building" means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (s) "Owner" means the registered owner of the Lands as of the Effective Date, namely MOUNT PLEASANT HOLDINGS LTD., and its successors and permitted assigns;
- (t) "Related Person" means, where the registered or beneficial owner of the Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) "Rental Housing" means a Rental Housing 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 on a month-to-month basis or longer 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;
- (v) "Rental Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (w) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(b) and " Replacement Rental Housing Units" means all of such units;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (y) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) "Vancouver" has the meaning ascribed to that term in Recital A(H); and
- (aa) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.

**1.2 Interpretation.** In this Agreement:

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

- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

**ARTICLE 2  
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term:
- (i) prior to the Discharge Date, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (ii) on and after the Discharge Date, the Rental Housing Units (or Replacement Rental Housing Units, as applicable) will not be used in any way that is inconsistent with the terms of this Agreement;
  - (iii) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than two (2) Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (b) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Rental Housing Units as the New Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (d) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;

- (e) throughout the Term:
  - (i) the Rental Housing Units will be contained within one strata lot; and
  - (ii) It will not suffer, cause or permit, the Rental Housing Units or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 5;
- (f) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(d), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(e), 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;
- (g) throughout the Term, it will:
  - (i) prior to the Discharge Date, keep and maintain the New Building and all parts thereof; and
  - (ii) on and after the Discharge Date, keep and maintain the Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof;

in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (h) throughout the Term, if:
  - (i) prior to the Discharge Date, the New Building or any part thereof, is damaged; and
  - (ii) on and after the Discharge Date, the Rental Housing Units (or Replacement Rental Housing Units, as applicable) are damaged,

it 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;
- (i) throughout the Term, it will insure, or cause to be insured:
  - (i) prior to the Discharge Date, the New Building; and
  - (ii) on and after the Discharge Date, the Rental Housing Units (or Replacement Rental Housing Units, as applicable),

to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and

- (j) In the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

**ARTICLE 3  
RESTRICTIONS ON THE LANDS**

**3.1 Restrictions on the Lands.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services proof of the insurance, consistent with the requirements of Section 2.1(f), is in force and effect, in form and substance satisfactory to the City; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i);
- (b) the Lands and the New Building shall not be subdivided by way of a strata plan until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services, a strata plan for the strata subdivision of the Lands and the New Building that includes, *inter alia*, the two (2) Rental Housing Units contained within one (1) strata lot; and
- (c) without limiting the general scope of ARTICLE 4, 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 or the inability to subdivide the Lands and the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
RELEASE AND INDEMNITY**

**4.1 Release and Indemnity.** Subject to Section 4.2, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, 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

{01038487v5}  
August 30, 2018

Housing Agreement and Building Use Covenant  
531 E. 6<sup>th</sup> Avenue

are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
  - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
  - (B) withholding any permit pursuant to this Agreement;
  - (C) the inability to subdivide the Lands or the New Building; or
  - (D) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement;
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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; and
- (c) The indemnities in this ARTICLE 4 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 4.2 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 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(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 4.2(b); and

- (c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(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.

- 4.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 4 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 5 STRATA PLAN SUBDIVISION

- 5.1 **Strata Plan.** Notwithstanding Section 2.1(e)(ii):

- (a) subject to compliance by the Owner with all applicable requirements of this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of an strata plan, provided that all the Rental Housing Units will thereafter be contained within a single strata lot (the "Rental Housing Units Strata Lot"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Rental Housing Units, the Owner may apply to the City for a partial discharge of this Agreement (the "Discharge") with respect to any strata lot other than the Rental Housing Units Strata Lot and the City will on request of the Owner execute and deliver a registrable Discharge in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that the Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units, or in respect of the Rental Housing Units Strata Lot, pursuant to this Agreement;



- (ii) the 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 the Discharge; and
- (iv) the preparation and registration of the Discharge will be without cost to the City.

**ARTICLE 6  
NOTICES**

**6.1 Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

- (i) If to the City, addressed to:

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

Attention: General Manager of Arts, Culture and Community  
Services with a concurrent copy to the Director of Legal Services

- (ii) If to the Owner, addressed to:

**Mount Pleasant Holdings Ltd.**  
1818 W. 11<sup>th</sup> Avenue  
Vancouver, British Columbia  
V6J 2C5

Attention: President

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

**ARTICLE 7  
MISCELLANEOUS**

- 7.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 7.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the Instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.3 **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.
- 7.4 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.5 **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.
- 7.6 **Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

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

**7.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(d) and 2.1(e):

- (a) prior to the Discharge Date, the Owner of the Lands and the New Building; and
- (b) on and after the Discharge Date, the Owner of the Rental Housing Units and the Rental Housing Units Strata Lot;

will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

**7.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

**7.9 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.

**7.10 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA6661456 and the Assignment of Rents registered under number CA6661457;
- (b) "Existing Chargeholder" means LAURENTIAN BANK OF CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

**EXPLANATION****Parking By-law amending By-law  
Re: Relaxation and Payment-in-Lieu  
400 West Georgia Street**

On October 30, 2018, Council approved a recommendation to accept \$543,400 in return for the waiver of the requirement to provide twenty-two commercial off-street parking spaces at 400 West Georgia Street, and requiring the Director of Legal Services to bring forward a By-law for enactment.

The Director of Finance has verified that the money has been received, and Council may now enact the attached By-law to implement Council's resolution and effect the waiver.

Director of Legal Services  
November 13, 2018

400 West Georgia Street



BY-LAW NO.

**A By-law to amend Parking By-law No. 6059**

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

1. To Schedule A of the Parking By-law, Council adds:

"PID: 030-317-304 Lot A, Block 55, District Lot 541, Group 1, New Westminster District, Plan EPP75095	Twenty-two (22) commercial off-street parking spaces	\$543,400"
---	--	------------

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