

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 188 East 1st Avenue**

After the public hearing on July 8 and 10, 2008, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for a development on this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 19, 2009

188 East 1st Avenue

BY-LAW NO. _____



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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-602(e) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. In this By-law, despite section 2 of the Zoning and Development By-law, “base surface” means the base surface calculated from the official established building grades.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (478).

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 (478) 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 - Class A;
- (b) Dwelling Uses, limited to Multiple Dwelling and Seniors Supportive or Assisted Housing;
- (c) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Community Care Facility;
- (d) Parking Uses;
- (e) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, and Vehicle Dealer;

- (f) Service Uses, limited to Barber Shop or Beauty Salon, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (g) Accessory Uses customarily ancillary to the uses listed in this section 3.2; and
- (h) Interim Uses not listed in this section 3.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (478), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

4.1 Dwelling units are in an “intermediate zone” as defined in the Noise Control By-law, and, as a result, are subject to the noise levels permitted in industrial and downtown districts.

4.2 All uses except dwelling uses must have direct access to grade.

Density

5.1 Computation of floor area must assume that the site consists of 1 123 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses, combined, must not exceed 5.42.

5.3 Despite section 5.2, the Development Permit Board may permit an increase in floor space ratio, not to exceed 10%, resulting from a transfer of extra density from a designated heritage property, within the area of the Southeast False Creek Official Development Plan, in relation to which its receipt was as compensation for the reduction in market value at the time of designation.

5.4 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, measured to the extreme outer limits of the building.

5.5 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 the total area of all exclusions must not exceed 8% of the residential floor area being provided;
- (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;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m²; and
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

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

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;

- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (d) open to below spaces or double height volumes on the second storey units if the location of the first floor is within 2 m of grade to a maximum of 15% of the floor area of the first floor of that unit for residential units;
- (e) features which may be in the form of french balconies and horizontal extensions, on the westerly façades of buildings, to reduce solar gain; and
- (f) trellises and other garden structures which support the use of intensive green roofs and urban agriculture.

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

Building height

6.1 The building height, measured above base surface, and to the top of the roof slab above the uppermost habitable floor excluding parapet wall, must not exceed 38 m.

6.2 Despite section 6.1, maximum building height does not include mechanical penthouse, solar panels for energy collection, trellises, and similar structures which support the use of intensive green roofs and urban agriculture, as provided by section 10.11 of the Zoning and Development By-law.

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 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;

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

- 7.4 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 (478).
- 7.5 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) less than 10% of the total floor area of the dwelling unit, or
 - (ii) less than 9.3 m².

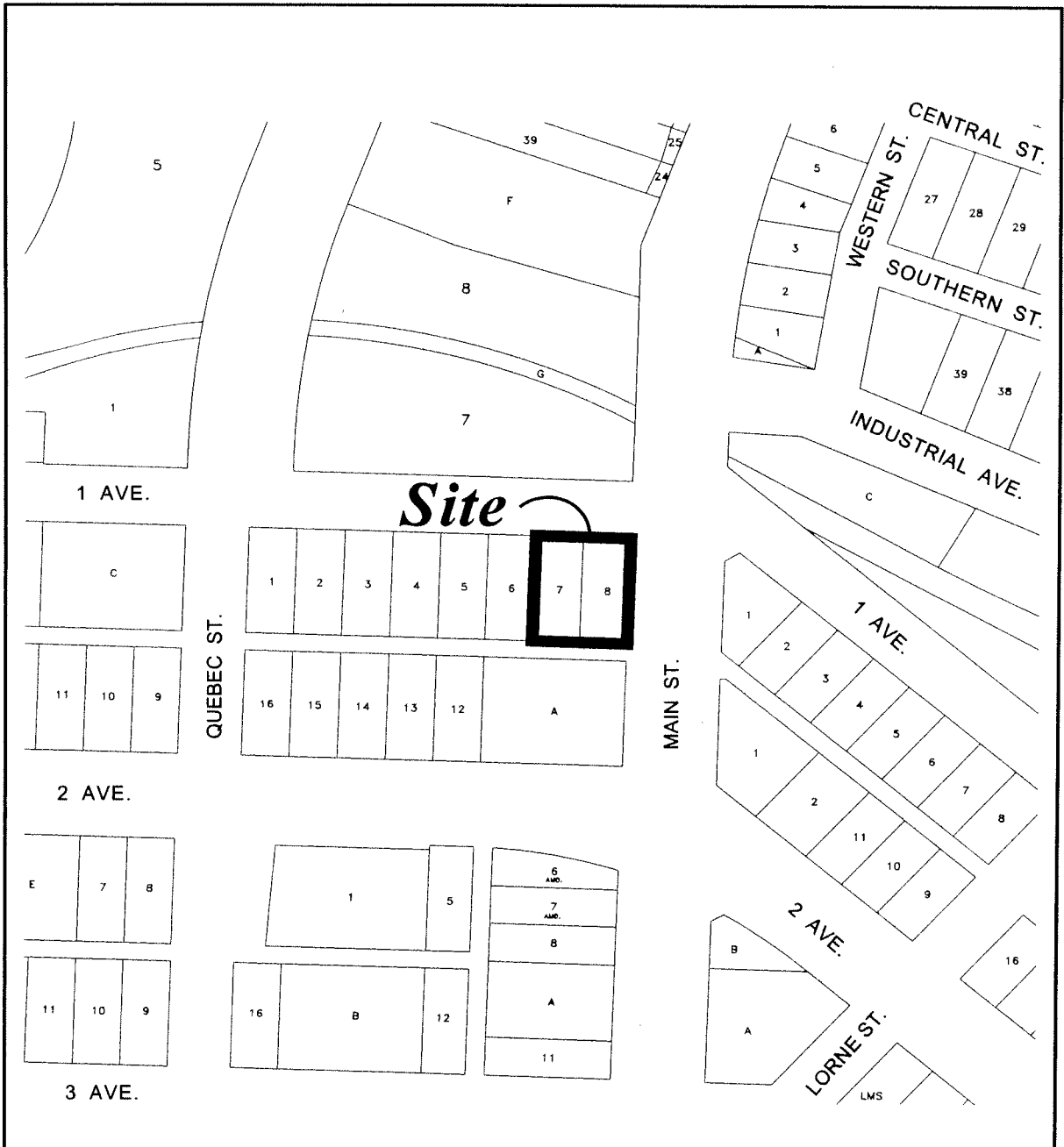
Parking, loading, and bicycle spaces

8. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be at least one parking space for each 10 dwelling units.

Acoustics

9. 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



The property outlined in black (**█**) is rezoned:
 From **M-2** to **CD-1**

Z-602 (e)

RZ - 188 East 1st Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

date: June 2008

EXPLANATION**A By-law to amend the Sign By-law
re 188 East 1st Avenue**

After the public hearing on July 8 and 10, 2008, Council resolved to amend the Sign By-law for this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 19, 2009

EXPLANATION**Authorization to enter into a Heritage Revitalization Agreement
amending agreement with the owner of 5825 Carnarvon Street**

On May 19, 2009, Council resolved to enter into a by-law to authorize an amending agreement with the owner of the property at 5825 Carnarvon Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
May 19, 2009

5825 Carnarvon Street

BY-LAW NO. _____



**A By-law to authorize Council entering into a
Heritage Revitalization Agreement amending agreement
with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 5825 Carnarvon Street, and the following legal description:

Parcel Identifier: 027-207-021
Lot G
District Lot 321
Group 1, New Westminster District
Plan BCP32322

contains a heritage building.

Council and the owner of the property entered into a heritage revitalization agreement ("HRA") regarding the property which Council approved by By-law No. 9356 to which Council attached the HRA.

Council and the owner have agreed to amend the HRA.

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

1. Council authorizes the City to enter into an HRA amending agreement with the owner in substantially the form and substance of the amending agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the amending 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.

HERITAGE REVITALIZATION AGREEMENT AMENDMENT AGREEMENT

THIS AGREEMENT (this “HRA Amendment Agreement”), dated for reference the 15th day of September, 2008, is entered into by and

AMONG:

ANTHONY WILLIAM RYAN
5825 Carnarvon Street, Vancouver
British Columbia, V6N 1J5
(the “Lot G Owner”)

AND:

JAMES BUSSEY
1625 West 5th Avenue, Vancouver,
British Columbia, V6J 1N5
(the “Lot H Owner”)

AND:

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

WHEREAS:

A. The Lot G Owner is the registered owner of all and singular that certain parcel or tract of land and premises situate in the City of Vancouver, in the Province of British Columbia, with a civic address of 5825 Carnarvon Street and legally described as:

City of Vancouver
Parcel Identifier: 027-207-021
Lot G District Lot 321 Group 1 New Westminster District Plan BCP32322
 (“Lot G” or the “North Lot”);

B. The Lot H Owner is the registered owner of all and singular that certain parcel or tract of land and premises situate in the City of Vancouver, in the Province of British Columbia, with a civic address of 5847 Carnarvon Street and legally described as:

City of Vancouver
Parcel Identifier: 027-207-048
Lot H District Lot 321 Group 1 New Westminster District Plan BCP32322
 (“Lot H” or the “South Lot”)

C. Lot G and Lot H are among the lands and premises in the City of Vancouver covered by the RS-5 District Schedule of the City’s Zoning and Development By-law No. 3575 (, as varied, supplemented or replaced from time to time, the “City’s Zoning and Development By-law”);

D. Presently situate on Lot G is an older one-family dwelling known as the “Simpson House” listed in Category “C” on the Vancouver Heritage Register. This older residential building (and

each replacement thereof, from time to time) is herein called the “**Heritage House**”;

E. The Lot G Owner entered into a heritage revitalization agreement with the City dated for reference September 8, 2006 (the “**HRA**”), pursuant to which the Lot G Owner was permitted to subdivide, so as to form and create Lot G and Lot H, a certain parcel or tract of land and premises situate in the City of Vancouver in the Province of British Columbia formerly legally described as:

City of Vancouver
Parcel Identifier: 014-120-445
Lot 32 Blocks 1 to 3 District Lot 321 Plan 1987
(the “**Parent Parcel**”);

F. The subdivision creating Lot G and Lot H did not comply with the requirements of the City’s Zoning and Development By-law, so it was necessary, on the terms and conditions set out in the HRA, to, with respect to Lot G and Lot H, amend the RS-5 District Schedule of the City’s Zoning and Development By-law;

G. The Lot H Owner has now applied, pursuant to development permit application number DE 411457, to redevelop the South Lot in a manner that necessitates further amendment of the RS-5 District Schedule of the City’s Zoning and Development By-law, as more particularly set out below in this HRA Amendment Agreement; and

H. By Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may allow variations of and supplement to provisions of, among other matters, the City’s Zoning and Development By-law.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and vice versa and for other good and valuable consideration (the receipt and sufficiency of which the Owner and the City hereby acknowledge) the Owner and the City each covenant, promise and agree with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

1. By-Law Variation. Paragraph 2(b) of the HRA is hereby deleted and replaced with the following:

2(b) as to the South Lot:

(i) sections 4.4.1 to 4.4.3 (front yard) of the RS-5 District Schedule of the City’s Zoning and Development By-law are hereby deleted and replaced with the following:

“The front yard shall have a minimum depth of 1.49 metres/4.88 feet, unless otherwise agreed by the Director of Planning.”; and

(ii) section 4.6.1 (rear yard) of the RS-5 District Schedule of the City’s Zoning and Development By-law is hereby deleted and replaced with the following:

“A rear yard with a minimum depth of 8.2 metres/27.0 feet shall be provided, measured from the rear property line, unless otherwise agreed by the Director of Planning.”

2. Other Terms and Conditions. All other terms and conditions of the HRA shall remain in full force and effect notwithstanding this HRA Amendment Agreement.
3. Acknowledgement of Adequacy of Compensation. The Lot G Owner and the Lot H Owner each agrees that the by-law variations effected by the HRA and this HRA Amendment Agreement are full and fair compensation for any reduction in the market value of Lot G and Lot H, respectively, and their respective improvements, and for the obligations and restrictions placed on the Lot G Owner and Lot H Owner and on Lot G and Lot H, respectively, by this HRA Amendment Agreement, and each such Owner waives and renounces all claims for further or other compensation by reason of the HRA or this HRA Amendment Agreement.
4. Enurement. This HRA Amendment Agreement shall charge and run with Lot G and Lot H and enure to the benefit of and be binding upon the owners from time to time of Lot G and Lot H and their respective heirs, executors, administrators, trustees and successors and all parties claiming through them (each of whom will be deemed to be included within the definition of the “Lot G Owner” or the “Lot H Owner”, as applicable); provided, however, that this HRA Amendment Agreement shall be read and shall apply separately to each of Lot G and Lot H such that the owner of each such lot and each successor in title to such owner shall only be bound to perform and to observe the owner’s obligations in the HRA and in this HRA Amendment Agreement as they apply to the lot in which the owner or the successor in title holds an interest, and then only for so long as the owner or the successor in title holds such interest.
5. City’s Other Rights. Nothing contained or implied in this HRA Amendment Agreement will derogate from the obligations of the Lot G Owner and the Lot H 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 Lot G and Lot H as if this HRA Amendment Agreement had not been executed and delivered by the Lot G Owner and the Lot H Owner and the City.
6. Release and Indemnity. Each of the Lot G Owner and the Lot H Owner hereby releases the City and its officials, councillors, employees, contractors, agents, volunteers and licensees (each, a “City Party” for the purposes of this Section 6) and will indemnify the City and each City Party for, and save them harmless from and against, all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, injuries, damages, consequential damages, fines, penalties, costs and, on an actual cost basis, legal costs the City, any City Party, the Lot G Owner, the Lot H Owner or any other person or entity may suffer, incur or experience as a result of or in any way connected with this HRA Amending Agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder.

The release and indemnity set out in this Section 7 will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any

of the covenants created by this HRA Amending Agreement.

7. Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this Agreement and to ensure timely and effective registration in the Land Title Office.

IN WITNESS WHEREOF, the parties hereto have signed these presents as hereunder shown:

Execution Date
Y M D

Witness:

Party:

(solicitor/notary public)

09

ANTHONY WILLIAM RYAN

(solicitor/notary public)

09

JAMES BUSSEY

CITY OF VANCOUVER by its
Authorized Signatory:

Stephen Hayward, Solicitor
453 West 12th Avenue
Vancouver BC V5Y 1V4
604-873-7714

09

Frances J. Connell/Graham P. Johnsen

Approved by By-law No. _____

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

BANK OF BRITISH COLUMBIA (the "Chargeholder")
Holder of Mortgage N22493 (the "Charge")
charging Lot G District Lot 321 Group 1 New Westminster District Plan BCP32322 (the "Lot G")

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby approves, joins in and consents to the granting of the HRA Amendment Agreement (the "Encumbrance") attached, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon Lot G and shall be an encumbrance upon Lot G in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to Lot G prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

Execution Date
Y M D

Witness:

Party:

BANK OF BRITISH COLUMBIA
by its Authorized Signatories:

(solicitor/notary public -
as to both signatures)

09

sign and print name

sign and print name

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

HSBC BANK CANADA (the "Chargeholder")
Holder of Mortgage BB564520 (the "Charge")
charging Lot H District Lot 321 Group 1 New Westminster District Plan BCP32322 (the "Lot H")

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby approves, joins in and consents to the granting of the HRA Amendment Agreement (the "Encumbrance") attached, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon Lot H and shall be an encumbrance upon Lot H in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to Lot H prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

Execution Date
Y M D

Witness:

Party:

HSBC BANK CANADA by its
Authorized Signatories:

(solicitor/notary public -
as to both signatures)

09

sign and print name

sign and print name

END OF DOCUMENT

EXPLANATION**Authorization to enter into a housing agreement
re 601 East Hastings Street**

On May 5, 2009, Council approved a recommendation to approve a housing agreement for 601 East Hastings Street re social housing. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
May 19, 2009

601 East Hastings Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 601 East Hastings 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 Parcel Identifier: 027-423-841, Lot A, Block 59, District Lot 196, Plan BCP35229, 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 _____, 2009

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) Page 1 of 6 pages

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

Jim Blair

City of Vancouver Law Department

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

Phone 873-7514 (GPJ/ag) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

027-423-841

Lot A Block 59 District Lot 196 Plan BCP35229

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED
TO INTEREST

Section 219 Covenant

Entire Instrument

Transferee

Pages 3 to 6

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

(c) Release

There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

UNION GOSPEL MISSION, Incorporation No. 36355

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

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

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)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	08			UNION GOSPEL MISSION, by its authorized signatory(ies): <hr/> Signature and Printed Name <hr/> Signature and Printed Name
<hr/>	08			CITY OF VANCOUVER, by its authorized signatory: <hr/> Print Name <hr/> Signature and Printed 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.

* If space insufficient, enter ASEE SCHEDULE@ and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
- (i) the Transferor, Union Gospel Mission, is called the “**Owner**”; and
 - (ii) the Transferee, City of Vancouver, is called the “**City**” when referring to corporate entity and “**City of Vancouver**” when referring to geographic location;
- B. The Owner is the registered owner of the Lands and has applied to the City for the Development Permit to construct the Building thereon;
- C. The Owner wishes to enter this Agreement to assure the City that the Building will operate as social housing, as that term is defined in the DCL By-law.

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 pursuant to Section 219 of the *Land Title Act*, agree as follows:

1. In this Agreement the following terms have the definitions now given:
- (a) “**Agreement**” means this housing agreement, including the recitals to this Agreement;
 - (b) “**Building**” means a facility providing overnight shelter beds, alcohol and drug recovery units and abstinence-based independent living units in accordance with the provisions of this Agreement;
 - (c) “**DCL By-law**” means Vancouver Development Cost Levy By-law No. 9755 and all amendments thereto and re-enactments thereof;
 - (d) “**Development Permit**” means the development permit given the application number DE#409938;
 - (e) “**General Manager**” means the City’s General Manager of Community Services or his successor in title or function;
 - (f) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;

- (g) “**Lands**” means the parcel described in Item 2 in the Form C attached hereto;
- (h) “**Social Housing**” has the meaning set out therefor in the DCL By-law;
- (i) “**Term**” means the term of this Agreement being the useful life of the Building, as determined by the General Manager;

2. Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City that:

- (a) the Lands shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) during the Term the Owner will not sell or otherwise dispose of any Dwelling Unit in the Building except together with all Dwelling Units in the Building;
- (c) it will not suffer, cause or permit the Building to be subdivided by strata plan and that any subdivision of the Building in contravention of this covenant will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending plan, at the Owner’s expense.

3. Pursuant to Section 565.2 of the *Vancouver Charter*, at all times during the Term, the Building shall be used for Social Housing. Until the General Manager agrees to a change from the following form of Social Housing to another form of Social Housing, the Building shall be used as a residential and special needs residential facility providing the following accommodation:

- (a) forty-three (43) overnight shelter beds for men;
- (b) fifty-four (54) alcohol and drug recovery units for men; and
- (c) thirty-seven (37) abstinence-based independent living units for low income residents receiving income assistance from a government body, and

administrative, assembly and programme spaces for the provision of meals, programmes and services related to this use and for other persons with similar needs.

4. The Owner shall keep accurate records pertaining to residential users of the Building, such records being to the satisfaction of the General Manager. At the request of the General Manager, from time to time, the Owner shall make these records available for inspection and copying by City personnel.

5. The Owner shall keep and maintain the Building and all parts thereof (including the Dwelling Units) in good repair and in a safe, clean, neat and tidy condition. If the Building is

damaged or destroyed, the Owner shall restore or replace same whenever and as often as damage or destruction shall occur.

6. 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.

7. The Owner hereby releases and agrees to indemnify the City and its officials, officers, employees and agents and save them harmless for and from any claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity in connection with this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

8. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and shall be served on the other party by registered mail, fax or by personal service to the following address for each party:

- (a) City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: Managing Director, Social Development Department

- (b) Union Gospel Mission
#5 - 15243 - 91 Avenue
Surrey, British Columbia
V3R 8P8

and service of any such notice, demand or request will be deemed complete:

- (c) if made by registered mail, seven days after the day of mailing except when there is a postal service disruption during such period in which case service should be deemed to be completed upon actual delivery of the notice, demand or request;
- (d) if made by facsimile transmission, on the third business day after the day when the facsimile transmission was transmitted; and
- (e) if delivered, two days after the day of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address or additional persons to which all notices, demands or requests are to be addressed.

9. 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.

10. 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.

11. 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.

IN WITNESS WHEREOF the parties have executed this Agreement on Form C which is a part hereof.

END OF DOCUMENT