


EXPLANATION**A By-law to amend the
False Creek North Official Development Plan By-law
Re: Sustainability**

After the public hearing on February 17 and 24, 2011, Council resolved to amend the False Creek North ODP By-law regarding sustainability. 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 17, 2011

False Creek North Official Development Plan
amendments regarding sustainability in
Northeast False Creek

 BY-LAW NO. _____

**A By-law to amend False Creek North
Official Development Plan By-law No. 6650**

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

1. This By-law amends the indicated provisions and figures of the False Creek North Official Development Plan By-law No. 6650.
2. Council re-numbers “Section 4 Interim Uses” as “Section 5 Interim Uses”.
3. From section 3.9, Council removes “Section 6” and substitutes “Section 7”.
4. After subsection 3.16, Council adds:

“Section 4 Sustainability in Northeast False Creek

Applicability

- 4.1 This section applies to all lands in Areas 5(b), 6(b), 6(c), 7(a), 10 and 11 which are not developed as of January 1, 2011.

Sustainability

- 4.2 The following environmental and economic initiatives are to contribute to a sustainable community in Northeast False Creek, applying green technologies to address energy use, incorporating acoustic performance criteria to address occupant health and well-being, and creating opportunities for local economic activity and jobs to support social development.

Energy

- 4.3 Efficient use of energy is to be a key planning consideration for the development of the community, and must include implementation of a low greenhouse gas district energy system such as ground source, bio-mass, sanitary sewer heat recovery, solar hot water, and waste heat recovery, to which all future developments must connect.

Noise Mitigation

- 4.4 Applications for new developments must incorporate acoustic performance criteria to mitigate the impact of event noise on residential developments, and must include detailed acoustic and thermal comfort studies, which at minimum, meet Council's acoustic performance target of 40 to 50 dBC for noise levels within dwelling units during events.

Local Procurement and Job Opportunities

- 4.5 Development is to provide a host of local business and job opportunities, and applications for new developments must include an "Inner City Local Employment and Procurement Agreement" to support local hiring and local purchase of construction materials."
5. Council re-numbers "Section 5 Sub-areas" as "Section 6 Sub-areas" and re-numbers subsections "5.1", "5.2", "5.3", "5.4", "5.5", "5.6", "5.7", "5.8", "5.9", "5.10", "5.11", "5.12", "5.13", and "5.14", as "6.1", "6.2", "6.3", "6.4", "6.5", "6.6", "6.7", "6.8", "6.9", "6.10", "6.11", "6.12", "6.13", and "6.14" respectively.
6. Council re-numbers "Section 6 Illustrative Plan" as "Section 7 Illustrative Plan".
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2011

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 2250 Commercial Drive**

After the public hearing on May 18 and 20, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 2250 Commercial Drive. 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 17, 2011

2250 Commercial Drive



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-621 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (496).

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 (496) 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:

(i) Artist Studio, except that:

A. where an Artist Studio is combined with a residential unit, the studio may only be used by the individuals residing in the residential unit associated with and forming an integral part of the Artist Studio, and

B. the maximum size for an Artist Studio shall be 500 m², and

(ii) Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall or Library;

(b) Dwelling Uses, limited to:

(i) Dwelling Uses in conjunction with any of the uses listed in this By-law except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full

width shall be used for any residential purpose except as entrances to the residential portion,

- (ii) Principal Dwelling Unit combined with a Secondary Dwelling Unit in conjunction with any of the uses listed in this By-law, except that no portion of the first storey of a building to a depth of 10.7 m from the front wall of the building and extending across its full width, shall be used for any residential purpose except as entrances to the residential portion,
- (iii) Residential Unit associated with and forming an integral part of an Artist Studio, except that no more than 2 persons may occupy the residential unit associated with an Artist Studio, but the Director of Planning may relax this occupancy limit for the residential unit associated with an artist studio, if:
 - A. a ventilated workshop space is provided in a room separated from the residential unit, and
 - B. the Director of Planning considers the submission of any advisory group, property owner or tenant and all applicable policies and guidelines adopted by Council;
- (iv) Seniors Supportive or Assisted Housing, except that, before issuing a Development Permit for those uses, the Director of Planning must
 - A. determine that the landscaping and open space provision is appropriate for the size and nature of the development,
 - B. consider the effect of the design of all buildings and the provision and location of off-street parking and loading on the amenity of the neighbourhood,
 - C. notify adjacent property owners and any others that he deems necessary,
 - D. consider all applicable policies and guidelines adopted by Council,
 - E. in the case of a specifically designed facility, which is not a conversion, establish the minimum site area, having regard to the type of service and number of residents in the proposed facility, and the character of development within the adjacent neighbourhood, and
 - F. in the case of a conversion of an existing building, determine that the building is suitable for conversion, having regard to the size of the site and building, open space on the site, and the proximity of adjacent buildings;

- (c) Institutional Uses, limited to:
 - (i) Child Day Care Facility, Church, Public Authority Use, School - Elementary or Secondary, School - University or College, Social Service Centre, and
 - (ii) Community Care Facility - Class B or Group Residence, except that, before issuing a Development Permit for those uses, the Director of Planning must:
 - A. determine that the landscaping and open space provision is appropriate for the size and nature of the development,
 - B. consider the effect of the design of all buildings and the provision and location of off-street parking and loading on the amenity of the neighbourhood,
 - C. notify adjacent property owners and any others that he deems necessary,
 - D. consider all applicable policies and guidelines adopted by Council,
 - E. in the case of a specifically designed facility, which is not a conversion, establish the minimum site area, having regard to the type of service and number of residents in the proposed facility, and the character of development within the adjacent neighbourhood, and
 - F. in the case of a conversion of an existing building, determine that the building is suitable for conversion, having regard to the size of the site and building, open space on the site, and the proximity of adjacent buildings;
- (d) Office Uses;
- (e) Retail Uses, limited to:
 - (i) Grocery or Drug Store, Retail Store, Furniture or Appliance Store, Liquor Store, Secondhand Store, and
 - (ii) Small-scale Pharmacy, except that:
 - A. a Small-scale Pharmacy must include at least 25 m² of publicly accessible space, except that if the Director of Planning first considers all applicable guidelines and policies adopted by Council and potential impacts on the site and the surrounding properties, the Director of Planning may allow a lesser amount of space, and

- B. any development permit for a Small-scale Pharmacy must be limited in time to two years from the date of issuance;
- (f) Service uses, limited to Animal Clinic, Auction Hall, Catering Establishment, Neighbourhood Public House, Print Shop, Restaurant - Class 1, School - Arts or Self Improvement, School - Business, School - Vocational or Trade, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop - Class B; and
- (g) Accessory Use customarily ancillary to any use permitted by this section 2.2.

Conditions of use

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

- (a) Restaurant - Class 1;
- (b) Neighbourhood Public House; and
- (c) Display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

3.2 No general office, except for entrances thereto, shall be located within a depth of 10.7 m of the front wall of the building and extending across its full width on that portion of a storey having an elevation within 2.0 m of street grade on the fronting street, except for an insurance, travel agency or real estate office. In the case of a site abutting more than one street, the fronting street is to be determined by the Director of Planning.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1 814.34 m², being the site size 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 combined must not exceed 3.0, except that the floor space ratio for Office Uses must not exceed 1.20.

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

4.4 Computation of floor space ratio 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 such exclusions must not exceed 8% of the residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors or portions of 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 maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) 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 will be no exclusion for any of the residential storage space above base surface for that unit;
- (e) 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, except that this clause is not to apply to walls in existence before March 14, 2000; and
- (f) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) meets the standards set out therein.

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

- (a) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided; and

(b) enclosure of the excluded balcony floor area must not exceed 50%.

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

Building height

5.1 The building height, measured above base surface calculated from the official established building grades, and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed 19.2 m.

5.2 Section 10.11 of the Zoning and Development By-law is to apply, except that despite section 10.11 and section 5.1 of this By-law, the Director of Planning or Development Permit Board, as the case may be, may permit a greater height than otherwise permitted for a mechanical penthouse, solar panels for energy collection, trellises, and other garden structures which support the use of intensive green roofs or urban agriculture.

Parking, loading, and bicycle spaces

6. 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:

- (a) a minimum of one parking space for each 100 m² of gross floor area up to a maximum of 1.25 spaces for each dwelling unit;
- (b) a minimum of 0.1 visitor parking spaces for each dwelling unit up to a maximum of 0.2 spaces for each dwelling unit; and
- (c) a minimum of 0.03 car sharing spaces for each dwelling unit.

Acoustics

7. 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

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

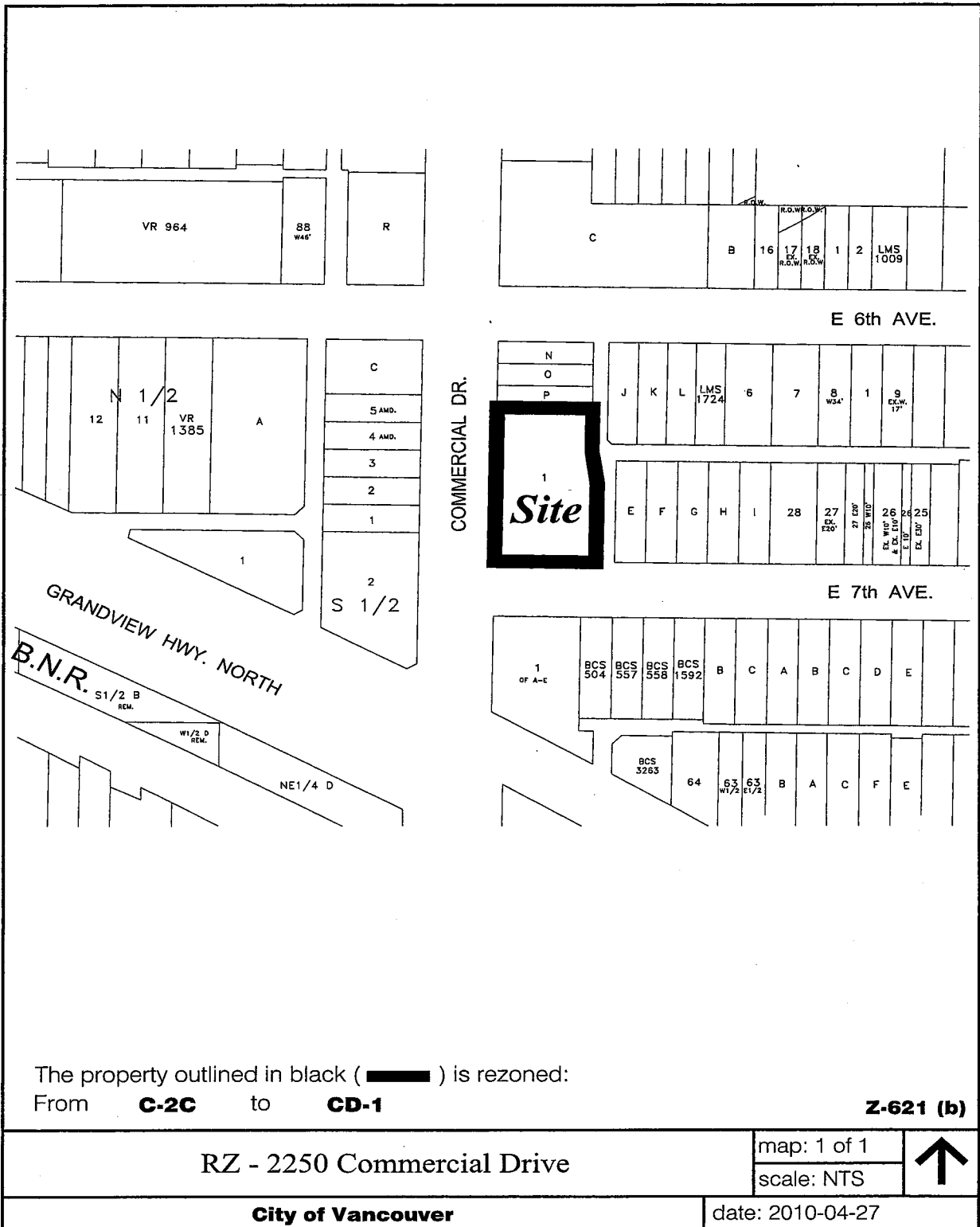
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

Schedule A



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

Z-621 (b)

RZ - 2250 Commercial Drive

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2010-04-27

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1075 Burnaby Street**

On May 17, 2011, Council approved a recommendation to approve a Housing Agreement for 1075 Burnaby Street. Enactment of the attached By-law will implement that resolution, and authorize Council to enter into the Housing Agreement with the land owner.

Director of Legal Services
May 17, 2011

1075 Burnaby Street



BY-LAW NO. _____

**A By-law to approve a Housing Agreement
for 1075 Burnaby 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:

PID: 015-749-304
Lot 10
Block 11
District Lot 185
Plan 92

and

PID: 015-749-312
Lot 11, Except East 50 Feet
Block 11
District Lot 185
Plan 92

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 _____, 2011

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 9 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

015-749-304

Lot 10 Block 11 District Lot 185 Plan 92

015-749-312

Lot 11, Except East 50 Feet, Block 11 District Lot 185 Plan 92

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB1121560 and Assignment of Rents BB1121561	Page 9	Transferee

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)/CHARGEHOLDER(S):*

0864564 B.C. LTD. (Incorporation No. 0864564)
GULF AND FRASER FISHERMEN'S CREDIT UNION (as to priority)

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

CITY OF VANCOUVER, a municipal corporation, 453 West 12th Avenue, Vancouver, British
Columbia, 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	
<p>_____</p> <p>(Solicitor) (as to both signatures)</p>	11			<p>0864564 B.C. LTD. by its authorized signatories:</p> <p>_____</p> <p>Name:</p> <p>_____</p> <p>Name:</p> <p>CITY OF VANCOUVER by its authorized signatory:</p> <p>_____</p> <p>Frances J. Connell/Yvonne Liljefors</p>
<p>_____</p> <p>Stephen F. Hayward Solicitor 453 West 12th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714</p>	11			

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 "SEE SCHEDULE" and attach schedule in Form E.

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	11			GULF AND FRASER FISHERMEN'S CREDIT UNION by its authorized signatories: <hr/> Name: <hr/> 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

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference April 15, 2011, shall be read as follows:

- (i) the Transferor, 0864564 B.C. Ltd., is called the "Owner" as more particularly defined in section 1.1; 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

C. The Owner has applied pursuant to development permit application number DE 414065, to renovate the building on the Lands to increase the number of residential units within it from 20 to 45, together with related amenity and common spaces (the "Development"), and the City has agreed subject, *inter alia*, to the Owner entering into an agreement with the City requiring the Lands and Building to be used only for rental housing purposes for 60 years or the life of the Building, whichever is longer.

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 Building:

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) "Building" means all structures to be renovated or built on the Lands as contemplated by the Development Permit, and includes any replacement building on the Lands;
- (c) "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;
- (d) "Development Permit" means the development permit given by the City to enable the development of the Lands pursuant to development permit application number DE 414065, as the same may be amended from time to time;
- (e) "Dwelling Units" means the 45 residential units to be constructed in the

Building as part of the Development, and "Dwelling Unit" means any one of them, and includes any and all dwelling units constructed in a replacement building on the Lands;

- (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) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees
- (i) "Owner" means 0864564 B.C. Ltd., and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (j) "Rental Housing" means a dwelling unit which shall not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, at arms 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;
- (k) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (l) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use and Subdivision. The Owner agrees that:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will renovate the Building as contemplated by the Development Permit, and following completion of such renovation, the Dwelling Units will be only be used throughout the Term for the purpose of providing Rental Housing;
- (c) it will not suffer, cause or permit, beneficial or registered title to any Dwelling Unit to be sold or otherwise transferred unless title to every Dwelling Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner;
- (d) it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (e) that any sale of a Dwelling Unit in contravention of the covenant in section

2(c), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(d), 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) it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it 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. If the Building or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (g) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council.

3. Record Keeping. The Owner will keep accurate records pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner shall make these records available for inspection and copying by the City.

4. 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.

5. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

6. 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, 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: Managing Director, Social Development Department

(b) If to the Owner:

0864564 B.C. Ltd.
10th Floor, 595 Howe Street
Vancouver, British Columbia
V6C 2T5

Attention: President

and 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 (3rd) 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,

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.

7. 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, subject always to sections 2(e) and 2(f).

8. 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.

9. 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.

10. 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* as amended from time to time 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 Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

11. 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.

12. 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.

13. Further Assurances. Each party shall 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number BB1121560 and Assignment of Rents number BB1121561;
- (b) **“Existing Chargeholder”** means Gulf and Fraser Fishermen’s Credit Union;
- (c) **“New Charges”** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Land 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 it had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT