

EXPLANATION

**Noise Control By-law amending By-law
Re: 1695 Main Street**

This amendment, approved by Council on December 12th, 2006, adds 1695 Main Street to the Noise Control By-law.

Director of Legal Services
September 18, 2012

1695 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. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1 (534) By-law No. 10543 1695 Main Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Sign By-law
Re: 1695 Main Street**

After the public hearing on December 12th, 2006, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2012

1695 Main Street



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

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

1. To Schedule E of the Sign By-law, Council adds:
"1695 Main Street CD-1 (534) By-law No. 10543 B (DD)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 8018-8150 Cambie Street**

This amendment, approved by Council after a public hearing on March 26th, 2012, adds 8018-8150 Cambie Street to the Noise Control By-law.

Director of Legal Services
September 18, 2012

8018-8150 Cambie 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. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:
 "CD-1 (535) By-law No. 10547 8018-8150 Cambie Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2012

Mayor

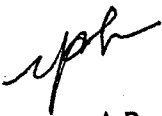
City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 8018-8150 Cambie Street**

After the public hearing on March 26th, 2012, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2012

8018-8150 Cambie Street



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

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

1. To Schedule E of the Sign By-law, Council adds:
"8018-8150 Cambie Street CD-1(535) By-law No. 10547 B (C-1)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 8018-8150 Cambie Street**

After the public hearing on March 26th, 2012, Council resolved to amend the Parking By-law to create a new schedule called Schedule C for CD-1 districts, to add 8018-8150 Cambie Street to Schedule C, to implement certain consequential amendments to the Parking By-law in order to facilitate enforcement of parking requirements for future CD-1 districts, and to add some minor housekeeping amendments to correct errors in the by-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2012

CD-1 Districts Parking Requirements
8018 - 8150 Cambie Street



BY-LAW NO. _____

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

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 repeals section 4.1.5, and substitutes:

“4.1.5 CD-1 District Parking Requirements

Unless otherwise provided in Schedule C or in a CD-1 By-law, the parking requirements for a CD-1 District must be calculated using the standard set out in this by-law for the area in which the CD-1 District is located as shown on the maps which form part of this by-law.”

3. In section 4, Council re-numbers sections 4.1.7, 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.1.12, 4.1.13, and 4.1.14, as 4.1.8, 4.1.9, 4.1.10, 4.1.11, 4.1.12, 4.1.13, 4.1.14, and 4.1.15 respectively.
4. In re-numbered section 4.1.13, Council removes all references to section 4.1.12 within that section, and substitutes 4.1.13 in each case.
5. After section 4.1.6, Council adds:

“4.1.7 Mount Pleasant Industrial Area and Central Broadway requirements for Non-residential uses (except Hotel)

Non-residential uses (except Hotel) in Central Broadway and Mount Pleasant Industrial area shall provide:

(a) at least one parking space for each 145 m² of gross floor area for the first 290 m² of gross floor area, and one additional space for each additional 70 m² of gross floor area; and

(b) not more than one space for each 40 m² of gross floor area.”
6. In section 4.2, in the first sentence, Council strikes out the words “Map 4.3.1”, and substitutes “Map 2B”.
7. Council repeals section 4.3.9 and re-numbers section 4.3.10 as section 4.3.9.

8. In section 4.6.3, Council strikes out the words “number of”.
9. In section 5.1.1, Council strikes out “In”, and substitutes “Unless otherwise provided in Schedule C or a CD-1 By-law, in”.
10. In section 6.1.1, Council strikes out “In”, and substitutes “Unless otherwise provided in Schedule C or a CD-1 By-law, in”.
11. In section 7.1.1, Council strikes out “In”, and substitutes “Unless otherwise provided in Schedule C or a CD-1 By-law, in”.
12. In section 16, after the words “Schedules A”, Council strikes out “and”, and substitutes “,”, and after the letter “B”, Council adds “and C”.
13. After Schedule B, Council adds:

**Schedule C
CD-1 Districts Parking Requirements**

Address	By-law No.	CD-1 No.	Parking requirements
8018-8150 Cambie Street	10547	535	Parking, loading and bicycle spaces in accordance with by-law requirements on July 24, 2012, except: <ol style="list-style-type: none"> (a) Residential parking must be provided at a rate of: <ol style="list-style-type: none"> (i) not less than 0.40 space per dwelling unit plus one additional space for each 285 m² of gross floor area, and (ii) not more than 0.55 space per dwelling unit plus one additional space for each 220 m² of gross floor area; (b) Non-residential parking must be provided at a rate of: <ol style="list-style-type: none"> (i) not less than one space for each 88 m² of gross floor area, and (ii) not more than one space for each 48 m² of gross floor area.

14. 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.

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

EXPLANATION**Noise Control By-law amending By-law
Re: 675-691 East Broadway**

This amendment, approved by Council after a public hearing on June 22 and 24, and July 6th, 2010, adds 675-691 East Broadway to the Noise Control By-law.

Director of Legal Services
September 18, 2012

675-691 East Broadway

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. To Schedule B of By-law No. 6555, at the end, Council adds:
"CD-1 (536) By-law No. 10548 675-691 East Broadway"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 675-691 East Broadway**

After the public hearing on June 22 and 24, and July 6th, 2010, Council resolved to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2012

675-691 East Broadway



BY-LAW NO. _____

A By-law to amend Sign By-law No. 6510

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

1. To Schedule E of the Sign By-law, Council adds:
"675-691 East Broadway CD-1 (536) By-law No. 10548 B(C-2C)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 3350 West 37th Avenue

At a public hearing on July 10, 2012, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 3350 West 37th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
September 18, 2012

3350 West 37th Avenue
(W.S. Black House)



BY-LAW NO. _____

**A By-law to designate certain real property
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior envelope of the improvements and exterior building materials of the heritage building

3350 West 37th Avenue
Vancouver, B.C.

PID: 013-110-705
LOT 11 of Lot A
Block 24
DISTRICT LOT 2027
PLAN 3136

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Ticket Offences By-law amending By-law
Re: Minor housekeeping matters**

On July 14, 2011, Council approved the addition of a number of Water Shortage Response By-law and Water Works By-law offences to the Ticket Offences By-law. As a result, a reference in the Ticket Offences By-law requires change.

Because of the minor consequential nature of this amendment there is no report.

Director of Legal Services
September 18, 2012

epk

BY-LAW NO. _____

**A By-law to amend Ticket Offences By-law No. 9360
regarding minor housekeeping matters**

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

1. In section 2.6, Council strikes out “or Street and Traffic By-law”, and substitutes “Street and Traffic By-law, Water Shortage Response By-law, or Water Works By-law”.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1030 Denman Street**

After the public hearing on April 21, 2011, Council approved in principle a Housing Agreement for 1030 Denman Street to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
September 18, 2012

1030 Denman Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1030 Denman 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: 002-982-455 Lot D Block 59 District Lot 185 Plan 17575

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 _____, 2012

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 13 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)

002-982-455

Lot D Block 59 District Lot 185 Plan 17575

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO
INTEREST

See Schedule

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):*

0792203 B.C. LTD. (Incorporation No. 0792203)
BANK OF MONTREAL, as to Priority

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

CITY OF VANCOUVER, 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	
_____	11			0792203 B.C. LTD. by its authorized signatories:
Solicitor				Name: _____
_____	12			Name: _____
Solicitor				

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	
	11			BANK OF MONTREAL by its authorized signatories:
				Name: _____
				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)

Execution Date

Party(ies) Signature(s)

Jean F. Billing
Barrister & Solicitor
453 West 12th Avenue
Vancouver, B.C. V5Y 1V4
Tel. 604-873-7694

Y	M	D
11		

CITY OF VANCOUVER by its
authorized signatory:

Frances J. Connell / Yvonne Liljefors

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

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB597251 and Assignment of Rents BB597252	Page 13	Transferee

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT - 1030 Denman Street

Introduction

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

- (i) the transferor, 0792203 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 made an application to rezone the Lands from C-5 (Commercial) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council, subject to, among other things, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner will, at no cost to the City,

"Make arrangements to secure the dwelling units as rental tenure for 60 years or the life of the building, whichever is greater; subject to a no separate sales covenant and a non-stratification covenant, and subject to such rental dwelling units being made available for a term of not less than one month;"

Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

Terms of Agreement

1. DEFINITIONS

1.1 **Definitions.** The terms defined in this Section 1.1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- 1.1.1 "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;
- 1.1.2 "Building" means the building to be renovated on the Lands, as contemplated by the Rezoning, containing the Dwelling Units and includes any replacement building;

- 1.1.3 "City Personnel" means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- 1.1.4 "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- 1.1.5 "Dwelling Units" means the 314 residential dwelling units constructed in the Building, as contemplated by the Rezoning, and includes any and all dwelling units constructed in a replacement building on the Lands;
- 1.1.6 "Lands" means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- 1.1.7 "LTO" means the land title office for the jurisdiction in which the Lands are situate;
- 1.1.8 "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;
- 1.1.9 "Owner" means the Transferor, 0792203 B.C. Ltd. and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- 1.1.10 "Rental Purposes" means the use of a Dwelling Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and human rights legislation in British Columbia;
- 1.1.11 "Rezoning" means the rezoning of the Lands from C-5 (Commercial) District to CD-1 (Comprehensive Development) District pursuant to the Rezoning By-law;
- 1.1.12 "Rezoning By-law" means the rezoning by-law relating to the Lands as described in Recital C;
- 1.1.13 "Term" means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date on said registration or the life of the Building whichever is greater; and
- 1.1.14 "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) the Dwelling Units will be used throughout the Term for Rental Purposes only;
- (c) it will not suffer, cause or permit, beneficial or registered title to any Dwelling Unit to be sold or otherwise transferred individually or jointly with one or more other Dwelling Units unless beneficial or registered title to all of the Dwelling Units 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;
- (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.

and the Owner covenants and agrees that:

- (h) enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement.

3. **Record Keeping.** The Owner will keep accurate records, in all material respects, m pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the reasonable satisfaction of the City. At the request of the City, upon reasonable notice and at reasonable times, from time to time, the Owner will 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 will be entitled to court costs on a solicitor and own client basis.

5. INDEMNITY AND RELEASE

5.1 Indemnity and Release. The Owner hereby:

- 5.1.1 releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of the City's rights under this Agreement in accordance with the terms hereof.
- 5.1.2 agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement.

The indemnity provided in this Section 5 will be an integral part of the Section 219 Covenant contained in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

6 NOTICES

- 6.1 **Notices.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner, addressed to it at:

in the case of the Owner at:

0792203 B.C. Ltd.
105 - 2277 West 2nd Avenue
Vancouver, British Columbia
V6K 1H8

Attention: R. Siddoo

Fax No.: (604)-736-5752

in the case of the City addressed to it at:

City of Vancouver

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

Attention: City Clerk

Fax No.: 604.873.7419

with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, on the first business day following a receipted facsimile transmission if sent by facsimile, or, on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

7 MISCELLANEOUS

- 7.1 **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.
- 7.2 **No Derogation.** Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 7.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 7.3.1 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 interest in land created hereby; and
- 7.3.2 this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof;

- 7.4 **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.
- 7.5 **Interpretation.** The following provisions will apply to this instrument:
- 7.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 7.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 7.5.3 if a court finds any provision invalid, illegal, or unenforceable, and severs it from the remainder of this instrument, the remaining provisions are to remain in force and effect;
 - 7.5.4 time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;
 - 7.5.5 waiver of a default by the City or Owner or failure or delay by the City or Owner in exercising a right or remedy does not mean that the City or Owner waives any other default or that the City or Owner has waived its right to exercise such right or remedy;
 - 7.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 7.5.7 this instrument represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
 - 7.5.8 any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations;
 - 7.5.9 the exercise of any particular remedy by the City or Owner under this instrument or at law or at equity will not prejudice or preclude that party from invoking or exercising any other remedy, and no remedy will be exclusive, and each of the City or Owner may exercise all its remedies independently or in combination and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;
 - 7.5.10 the Owner will execute and deliver to the City, on request by the City from time to time, such further assurances and instruments as the City may require to give full force and effect to the Owner's grants and agreements under this instrument; and

7.5.11 if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.

- 7.6 **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 and run with each and every part into which the same may be subdivided or consolidated, subject always to Section 2(e).
- 7.7 **Perfection of Intention.** The Owner will, after execution hereof, do or cause to be done at its own cost and expense all things and acts, on its part and within its reasonable control, which are 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.
- 7.8 **Continuing effect.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means Mortgage BB597251 and Assignment of Rents BB597252;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charge" 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 Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charge in the same manner and to the same effect as if the Owner had granted the New Charge, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

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

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1401 Comox Street**

After the public hearing on June 11, 13, and 14, 2012, Council approved in principle a Housing Agreement for 1401 Comox Street, pursuant to the Short Term Incentives for Rental (STIR) Program, to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement, and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
September 18, 2012

1401 Comox Street



BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1401 Comox 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: 028-893-328

LOT 1 BLOCK 47 DISTRICT LOT 185 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP22926

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 _____, 2012

Mayor

City Clerk

Schedule A

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 14 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)

028-893-328

**LOT 1 BLOCK 47 DISTRICT LOT 185 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP22926**

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

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):*

**PW COMOX HOLDINGS LTD., (Incorporation number: BC0860479) and
CANADIAN WESTERN BANK (as to Priority)**

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

CITY OF VANCOUVER, 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	
<hr/> Solicitor (as to both signatures)	12			PW COMOX HOLDINGS LTD., by its authorized signatories: <hr/> Signature and print name: <hr/> Signature and print name:
<hr/> Jean F. Billing Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7694	12			CITY OF VANCOUVER by its authorized signatory: <hr/> Francis Connell/Yvonne Liljefors

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Solicitor (as to both signatures)	12			CANADIAN WESTERN BANK , by its authorized signatory(ies): <hr/> Signature and print name: <hr/> Signature and 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

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB1210460 and Assignment of Rents BB1210461	Page 14	Transferee

TERMS OF AGREEMENT - PART 2

STIR HOUSING AGREEMENT 1401 Comox Street

WHEREAS:

A. The Transferor, PW Comox Holdings Ltd. (as more particularly defined in Section 1.1, the "Owner"), is the registered owner of, and intends to develop a mixed use commercial/residential development on, the Lands;

B. The Owner wishes to qualify, pursuant to the City's "Short Term Incentives for Rental" ("STIR") program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of the Designated Units;

C. To accomplish the foregoing objectives, the Owner made an application to the Transferee, the City, to rezone the Lands to CD-1 (Comprehensive Development) District to permit residential development with a twenty-two (22) storey market rental residential tower with a total of 186 housing units under the STIR Program, and the City has conditionally approved the said rezoning (the "Rezoning") and CD-1 by-law (the "By-law") following public hearing;

D. Among the City's conditions precedent to enactment of the By-law required to effect the Rezoning is a requirement that, prior to enactment of the By-law, the registered owner will on terms and conditions satisfactory to the Director of Legal Services and to the Director of Planning, the Managing Director of Social Development, the General Manager of Engineering Services, the Managing Director of Cultural Services and Approving Officer, as necessary, and at the sole cost and expense of the owner/developer, make arrangements for the following:

"Execute a Housing Agreement pursuant to the Short Term Incentives for Rental (STIR) Program to secure all 186 residential units in this development as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services, the Managing Director of Social Development.";

E. In order to qualify for the STIR Program, the Owner must:

- (i) satisfy the City Manager that the Designated Units qualify as For-Profit Affordable Rental Housing;
- (ii) register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Designated Units to rental only for the life of the Rental Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and

- (iii) comply with all other City-imposed conditions applicable; and

F. The City Manager has concluded that the Designated Units qualify, or will qualify when the Rental Building is completed, as For-Profit Affordable Rental Housing and the Owner is entering into this Agreement to satisfy the other pre-conditions to eligibility for a waiver of the subject development cost levies otherwise applicable.

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, in satisfaction of the requirements of section 3.1(b) of the Area Specific DCL By-law and pursuant to Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the Buildings:

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) **"Area Specific DCL By-law"** means the City's Area Specific Development Cost Levy By-law No. 9418 as amended by By-law No. 9900, as in force and effect as of the reference date of this Agreement;
 - (c) **"Building"** means any building or structure on the Lands (other than temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction) used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed, including the Rental Building, and includes any portion of such building or structure, and **"Buildings"** means all such buildings and structures;
 - (d) **"Building Permit"** means any building permit issued by the City authorizing the building of a Building as contemplated by the Rezoning and the Development Permit;
 - (e) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
 - (f) **"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;
 - (g) **"Designated Units"** means all Residential Units contained within the Rental Building, together with all related parking and common service and amenity areas and systems, subject to final approval by the City as to form and contents, and **"Designated Unit"** means any one of them;

- (h) "Development Permit" means any development permit issued by the City authorizing the development on the Lands as contemplated by the Rezoning;
- (i) "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;
- (j) "For-Profit Affordable Rental Housing" means three or more new dwelling units in the same building or project, determined by the City Manager under section 3.1 of the Area Specific DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable;
- (k) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (l) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (m) "Losses" means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (n) "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;
- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) "Owner" means the registered owner of the Lands, being PW Comox Holdings Ltd. as of the reference date hereof, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (q) "Replacement Designated Unit" is defined in section 2(b);
- (r) "Rental Building" means a building to be constructed on the Lands containing a minimum of 186 Residential Units (or such greater number as the Managing Director of Social Development and the Director of Legal Services may agree in writing), and any other building or structure used, occupied or constructed on the Lands to replace such building at any time following the date this Agreement is executed by the Owner and the City, and includes any and all portions of any such building or structure ;
- (s) "Residential Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities and the unit type mix will

consist of six (6) three bedroom units; sixty (60) two bedroom units; one hundred and twenty (120) one bedroom units, provided that up to forty (40) of the one bedroom units may be replaced by an equal number of studio units, at the sole discretion of the Owner;

- (t) “Rezoning” is defined in Recital C;
- (u) “Term” means the term of this Agreement, which will commence on the date when this Agreement has been executed by all parties to it, and will end on:
 - (i) the 60 year anniversary of that commencement date; or
 - (ii) the date as of which the Rental Building is demolished or substantially destroyed,
 whichever occurs later; and
- (v) “Vancouver Charter” means the *Vancouver Charter S.B.C. 1953, c.55*, as amended or replaced from time to time.

2. **Restriction on Use of Lands and Buildings.** The Owner covenants and agrees with the City that, during the Term:

- (a) the Lands and the Buildings will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Rental Building will contain a minimum of 186 Residential Units comprising not less than 123,480 square feet of “habitable” floor space in the Rental Building and the unit type mix will consist of six (6) three bedroom units; sixty (60) two bedroom units one hundred and twenty (120) one bedroom units, provided that up to forty (40) of the one bedroom units may be replaced by an equal number of studio units, at the sole discretion of the Owner;
- (c) the Designated Units will be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Rental 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 Designated Units as the Rental Building formerly contained, which replacement Designated Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a “**Replacement Designated Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) it will not rent or sublet, nor will it allow to be rented or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than one month;

- (e) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to section 21;
 - (f) it will not suffer, cause or permit, the Rental Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by strata plan; and
 - (g) that any sale of any Designated Unit (or any Replacement Designated Unit, as applicable), in contravention of the covenant in section 2(e), and any subdivision of the Buildings (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in section 2(f), 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.
3. **Construction of Designated Units.** The Owner will construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.
4. **Occupancy Permit Hold.** The Owner agrees that:
- (a) no Building will be used or occupied except as follows:
 - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of, any Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for such Building; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as the Rental Building has been constructed and completed to the satisfaction of the City, all in accordance with the provisions of this Agreement,; and
 - (b) without limiting the general scope of Section 9, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Section 4.
5. **Record Keeping.** The Owner will keep accurate records pertaining to the use and rental of the Designated Units (and any Replacement Designated Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the City Manager. At the

request of the City Manager, from time to time, the Owner will make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure.

6. **Repair, Maintain and Insure.** The Owner will keep and maintain the Rental Building (or any replacement building(s) on the Lands) 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 Vancouver by reasonable and prudent owners of similar buildings and lands. If the Rental 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.

Prior to the issuance of an occupancy permit for the Rental Building or any part thereof, the Owner will provide the City with such proof of the insurance required to be taken out pursuant to this section 6, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner will provide the City with similar proof of insurance.

7. **Substantial or Complete Destruction.** In the event of the substantial or complete destruction or demolition of the Rental Building prior to the 60 year anniversary of the date when this Agreement has been executed by all parties to it, the Owner 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 Rental Building pursuant to this Agreement for the duration of the Term.

8. **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.

9. **Indemnity and Release.** The Owner hereby:

- (a) releases and discharges the City and City Personnel from and against all Losses which would not have been incurred "but for" this Agreement or which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement.
- (b) agrees to indemnify and save harmless the City and City Personnel from and against all Losses and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement or which arising out of, or that would have been incurred but for this Agreement.

The indemnity provided in this Section 9 will be an integral part of this Section 219 Covenant contained in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

10. **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 (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.

If to the City, addressed to:

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

Attention: Managing Director of Social Development

with copy to Director of Legal Services

If to the Owner, addressed to:

PW Comox Holdings Ltd.
501-1067 West Cordova Street
Vancouver, British Columbia V6C 1C7

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.

11. **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 and run with each and every part into which the same may be subdivided or consolidated, subject always to sections 2(e), 2(f) and 2(g).

12. **Subdivision.** If the Owner subdivides all or part of the Lands by air space plan the Section 219 Covenant granted herein will continue to charge all or parts of the Lands containing the Rental Building. The City will execute a discharge of the Section 219 granted herein from the remainder of the Lands provided that:

- (a) the City will have no obligation to execute such discharges until a written request therefor from the Owner has been received by the City, which request will include the form of discharge in registrable form;
- (b) the cost of preparation of such discharges and the cost of registration of the same in the LTO will be paid by the Owner; and
- (c) the City will have a reasonable time within which to execute such discharges and return same to the Owner for registration.

13. **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.

14. **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.

15. **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.

16. **Perfection of Intention.** The Owner will, 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 charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

17. **Further Assurances.** Each party 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.

18. **Breach by Owner.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

19. **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby; and
- (b) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof;

20. **City's Costs.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.

21. **Sale of Lands or Buildings.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Buildings or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to sections 2(d), (e) and 2(f), the Owner 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 21 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

22. **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.

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

CONSENT AND PRIORITY AGREEMENT

In this consent and priority Agreement:

- (a) "Existing Charges" mean the Mortgage registered under number BB1210460 and the Assignment of Rents registered under number BB1210461;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Agreement - Part 2; and
- (d) words capitalized in this Agreement, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Agreement - 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 Charge to the City; and
- (ii) agrees with the City that the New Charge charges 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 Charge, 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 Agreement, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT

EXPLANATION

2013 Real Property Tax Interest on Arrears

The attached By-law will implement Council's resolution of September 18, 2012 to set the interest rate for delinquent real property taxes for 2013 at 7%.

Director of Legal Services
September 18, 2012



BY-LAW NO. _____

**A By-law to provide for the imposition of interest
on delinquent property taxes for 2013**

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

1. The name of this By-law, for citation, is the "2013 Real Property Tax Interest By-law".
2. All real property taxes that are or become delinquent after December 31, 2012, are to bear interest at the rate of 7% per annum compounded annually.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 9600
Re: 1700 Manitoba Street**

At a public hearing on July 12, 2011, Council approved amendments to CD-1 By-law 9600 regarding height and floor area. The Director of Planning advises that all prior to conditions have been satisfied. Enactment of the attached By-law will implement this resolution.

Director of Legal Services
September 18, 2012

1700 Manitoba Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 9600

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

1. This By-law amends the indicated provisions of By-law No. 9600.
2. Council renumbers sections 6.3, 6.4, 6.5, 6.6, and 6.7 as 6.4, 6.5, 6.6, 6.7, and 6.8 respectively.
3. Council repeals section 6.2, and substitutes:
"6.2 The floor area for all uses in sub-area 1, must not exceed 17 438 m².
6.3 The floor area for all uses in sub-area 3, must not exceed 7 379 m²."
4. Council repeals section 6.4, and substitutes:
"6.4 Despite section 6.3, the Development Permit Board may permit an increase in floor area for sub-area 3, not to exceed 3 344.67 m², resulting from a transfer of extra density from a designated heritage property, received as compensation for reduction in market value upon designation, within the area of the South East False Creek Official Development Plan."
5. In renumbered section 6.8, Council deletes "6.5" and "6.6", and substitutes "6.6" and "6.7".
6. In section 7.1, Council strikes out "30.48", and substitutes "36.58".
7. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk