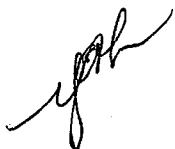


EXPLANATION**2013 Taxation Exemption By-law
Re: Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. Notice of the proposed by-law has been published in accordance with the requirements of section 396F of the Vancouver Charter. The Director of Finance has requested the attached By-law, which must be enacted on or before October 31 in the preceding year, in order to apply to taxation in the following calendar year.

Director of Legal Services
October 30, 2012



BY-LAW NO. _____

A By-law to exempt from taxation certain lands
and improvements pursuant to
section 396 of the Vancouver Charter

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

1. Pursuant to section 396(1)(g) of the Vancouver Charter, Council exempts from real property taxation for the year 2013 the following lands and improvements:

2013 EXEMPT SENIORS HOUSING

<u>Name and Address No.</u>	<u>Assessment Roll No</u>	<u>Legal Description</u>	<u>Parcel Identifier Numbers</u>
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061	026-038-218
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065	024-525-511
The Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322	009-116-796
Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	013-654-184-74-0000	Lots 4 and 5 and 6, Block 32, District Lot 302, Plan VAP198	015-549-364 015-549-356 015-549-348
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618	026-666-511
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-39-0000	Lot A, Block 91, Section 29, Town of Hastings Suburban Lands, Plan 3672	012-336-858

Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618	026-666-502
Beulah Garden Homes Society 3350 East 5 th Avenue Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618	026-666-499
Broadway Pentecostal Benevolent Association of British Columbia 2700 East Broadway Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011	007-711-565
Calling Foundation A-3263 Blenheim Street Vancouver BC V6L 2X7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan VAP5702	011-090-235
Chau Luen Kon Sol Society of Vancouver 325 Keefer Street Unit 102 Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208	008-706-221
Christ Church of China 300 East Pender Street Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District lot 196, Plan 13208	008-706-212
Columbus Charities Association 5233 Joyce Street Suite 407 Vancouver V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan VAP13188	008-721-670
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574	006-862-632 010-041-842 010-041-851 010-041-877 010-041-885
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-258-06-0000	Lot F, Block 24, Fraserview, Plan LMP7749	018-035-361

HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan 92	015-757-366
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-638-077-07-0000	Lot D, Block 221, District Lot 526 Plan 13958	007-987-072
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771	014-875-829 014-877-261
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan VAP1058	015-014-878 015-014-860
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-885
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-83-0000	Lot 28 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-869
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-670-230-89-0000	Lot 29 of Lot D, Block 160, District Lot 264A, Plan 10940	009-226-877
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858	008-003-408
HFBC Housing Foundation 101-1025 13 th Ave W Vancouver V6N 1N1	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032	018-710-247
King Edward Court Society 2751 West King Edward Ave Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan VAP16624	007-396-953

M. Kopernik (Nicolaus Copernicus) Foundation 3150 Rosemont Drive Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240 (which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive)	007-881-002
Mennonite Senior Citizens Society of British Columbia 1750 East 41 st Avenue Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859	007-719-230
Mount Pleasant Housing Society 325 6 th Avenue East Suite 401 Vancouver V5T 1J9	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan 197(Explanatory Plan 9473)	012-145-564
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570	010-017-712
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046	007-990-278
Odd Fellows Low Rental Housing Society 2934 E 22 nd Ave Vancouver BC V5M 2Y4	023-318-725-95-0000	Lot 26, Blocks 3 and 4, District Lot 49, Plan VAP12672	008-822-808
Parish of St. Paul Vancouver c/o Colliers Macaulay Mr. R. Fram 1910 - 200 Granville Street Vancouver V6C 2R6	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District lot 185, Plan 92	015-741-010 015-741-001

Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver V6B 2A7	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan VAP196	015-565-572 015-565-599 015-565-602 015-565-611 015-565-637 015-565-645 015-565-653
Society for Christian Care of the Elderly 700 - 1190 Melville Street Vancouver V6E 3W1	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172	008-477-426
Soroptimist Club of Vancouver BC c/o Ascent Real Estate Management 2176 Willingdon Ave Burnaby, BC V5C 5Z9	007-683-165-54-0000	Lot A of Lot 5, Block 440, District Lot 526 Plan 5484	011-143-142
South Amherst Housing Society c/o Atira Property Management 405 Powell Street Vancouver V6A 1G7	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393	010-113-606
The V E L Housing Society 1717 Adanac Street, Ste 101 Vancouver V5L 4Y9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan VAP178	015-684-695 015-684-709 015-684-717
The V E L Housing Society 101 - 1717 Adanac Street Vancouver V5L 4Y9	014-596-250-04-0000	Lot E, 2 & 3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729	010-924-281 015-163-512 015-163-539
Ukranian Senior Citizens Housing Society 7007 Kerr Street Vancouver V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199	009-127-682

Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan 11199	009-127-691
Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136	008-724-482

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: 1030 Denman Street

This amendment, approved by Council on April 21 and May 3, 2011, adds 1030 Denman Street to the Noise Control By-law.

Director of Legal Services
October 30, 2012

1030 Denman 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 (537) By-law No. 10566 1030 Denman 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: 1030 Denman Street**

After the public hearing on April 21 and May 3, 2011, 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
October 30, 2012

1030 Denman 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:
"1030 Denman Street CD-1 (537) By-law No. 10566 B (C-5)"
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: 1975 West 15th Avenue

At a public hearing on October 16, 2012, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 1975 West 15th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 30, 2012

1975 West 15th Avenue
The Macken Residence



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	1975 West 15 th Avenue Vancouver, B.C.	PID: 013-265-717 LOT 18 BLOCK 446 DISTRICT LOT 526 NEW WESTMINSTER PLAN 2983
--	--	--

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**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 1975 West 15th Avenue**

After a public hearing on October 16, 2012, Council resolved to enter into a Heritage Revitalization Agreement regarding 1975 West 15th Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
October 30, 2012

1975 West 15th Avenue
The Macken Residence



BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic address of 1975 West 15th Avenue, and the following legal description:

PID: 013-265-717
LOT 18
BLOCK 446
DISTRICT LOT 526 NEW WESTMINSTER
PLAN 2983

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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 17 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)

013-265-717

Lot 18 Block 446 District Lot 526 Plan 2983

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

[XX] 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):*

JAMES FREDERICK BUSSEY, Architect

HSBC BANK CANADA, as to priority

FISGARD CAPITAL CORPORATION (Incorporation No. C0603095), as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

		Execution Date				
Officer Signature(s)		Y	M	D	Party(ies) Signature(s)	
_____					JAMES FREDERICK BUSSEY	
(Solicitor/Notary)					_____	
_____					HSBC BANK CANADA, by its authorized signatories:	
(Solicitor) (as to all signatures)					Print Name: _____	
				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.

* 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**

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 all signatures)				FISGARD CAPITAL CORPORATION, by its authorized signatories: <hr/> Print Name: <hr/> 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.

* 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

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/> Bruce T. Quayle Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-871-6545				 CITY OF VANCOUVER , by its authorized signatory: <hr/>

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 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	Article 2, pages 7-11	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA2081616	Page 15	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA2485779 and Assignment of Rents CA2485780	Page 16	Transferee
Statutory Right of Way	Article 3, page 11	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA2081616	Page 15	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA2485779 and Assignment of Rents CA2485780	Page 16	Transferee
Equitable Charge	Article 5, page 12	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA2081616	Page 15	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA2485779 and Assignment of Rents CA2485780	Page 16	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the lands and premises at 1975 West 15th Avenue in City of Vancouver, which have the legal description shown in the Form C - Part 1 part of this document (the “**Lands**”).
- B. There is a residential building, known as the Macken Residence, situated on the Lands, which is considered to be of heritage value (the “**Heritage Building**”).
- C. The Owner proposes to develop the Lands by:
- (i) rehabilitating the Heritage Building; and
 - (ii) constructing a new Infill One-Family Dwelling (as defined under the *Zoning & Development By-law*) at the rear of the Lands (the “**New Building**”);
- and, under application no. DE415168, has applied to the City for a development permit for that purpose (the “**DP Application**”).
- D. The Owner proposes that, in exchange for a number of City by-law variations needed to permit the proposed project as contemplated under the DP Application, the Owner will accept the addition of the Heritage Building to the City’s Heritage Register, in the “B” category therein, and the designation of the Heritage Building as a protected heritage property and enter into with the City a heritage revitalization agreement in respect of the Heritage Building, under the provisions of the *Vancouver Charter SBC 1953 c.55*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, and in consideration of the payment \$10 by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) “**City**” means the municipality of the City of Vancouver continued under the *Vancouver Charter* and “**City of Vancouver**” means its geographic location and area;
- (b) “**City’s Bank of Record**” means the City’s primary bank or other financial institution for its banking activities;
- (c) “**Conservation Plan**” means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation of the Heritage Building as provided for hereunder;

- (d) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building and convert it to two dwelling units and to construct the New Building on the Lands pursuant to the DP Application;
- (e) **“Development Permit”** means any development permit(s) issued by the City under the DP Application and in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (f) **“Director of Planning”** means the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (g) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (h) **“Heritage Building”** has the meaning given above in the introductory paragraphs hereto;
- (i) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (j) **“Heritage Designation”** means the City’s designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **“Infill One-Family Dwelling”** has the meaning given in the *Zoning & Development By-law*;
- (l) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (n) **“New Building”** means the new Infill Two-Family Dwelling proposed for construction on the Lands under the DP Application;
- (o) **“Owner”** means the registered owner(s) of the Lands;
- (p) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (q) **“Rehabilitation Work”** has the meaning given below herein;

- (r) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) **“Zoning & Development By-law”** means the City’s *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that, to the satisfaction of the Director of Planning:

- (a) the Owner, at his, her or its expense, within 24 months after the date upon which the Development Permit is issued, plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the *Zoning and Development By-law*, but in any event by no later than 30 months after the date upon which this covenant is registered on title to the Lands, will rehabilitate or cause the rehabilitation of the Heritage Building and will do so in accordance with this agreement, the Development Permit and the Conservation Plan (the **“Rehabilitation Work”**);
- (b) the Owner, at his, her or its expense, will ensure that a Heritage Consultant supervises the Rehabilitation Work;
- (c) the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters;
- (d) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Rehabilitation Work as required by this agreement, the Owner, at his, her or its expense, will cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (f) nobody will in any way use or occupy the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the New Building or any part of it at any time after this agreement is registered on title to the Lands, until:
 - (i) the City has issued all required occupancy permits therefor;
 - (ii) the Rehabilitation Work has been completed in accordance herewith;

- (iii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
- (iv) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (g) after completion of the Rehabilitation Work in accordance herewith, the Owner, at his, her or its expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (h) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (i) the Owner will not at any time and will not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building pursuant to the statutory right of way granted to it herein;
- (j) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at his, her or its expense, and to the City's satisfaction, will repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at his, her or its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and

the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled; and

- (k) the Owner acknowledges and agrees that, notwithstanding that this agreement, the Heritage Designation and the addition of the Heritage Building to the City's Heritage Register will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement, the Heritage Designation and/or the addition of the Heritage Building to the City's Heritage Register and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement, the Heritage Designation and/or the Heritage Building to the City's Heritage Register, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement; and
- (l) the City may revoke at anytime any occupancy permit(s) issued for the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the New Building is vacated and unoccupied in accordance with this agreement.

2.2 Notwithstanding the occupancy restrictions set out above in respect of the New Building, the City, in its discretion, may issue occupancy permits therefor and on that basis it may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the New Building have been fulfilled;

- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building and/or the Lands; and
- (g) ~~the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.~~

2.3 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or HSBC Bank Canada and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year until the Owner has, to the City's full satisfaction, completed all of its obligations under this agreement.

2.4 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

2.5 If at anytime, in default under this agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement, to carry out any such obligations of the Owner hereunder as the City may choose.

3.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

3.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

ARTICLE 4 DEBTS OWED TO CITY

4.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the City's Bank of Record, plus 2%, calculated monthly and not in advance.

ARTICLE 5 EQUITABLE CHARGE

5.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

5.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 6 BY-LAW VARIATIONS

6.1 Section 10.7.1(a) of the *Zoning and Development Bylaw* is hereby varied in respect of the Lands so that the Director of Planning may allow steps in any side yard thereon.

6.2 Section 10.7.1(b) of the *Zoning and Development Bylaw* is hereby varied in respect of the Lands so that eaves, gutters, sills, chimneys and other similar features attached to the Heritage Building and/or the New Building may project into a yard as the Director of Planning may explicitly permit.

6.3 The RT-8 District Schedule to the *Zoning and Development By-Law* is hereby varied as follows in respect of the Lands and the Development:

- (a) Section 4.3.1 is hereby varied to permit the Heritage Building to be a maximum height of 35.82 feet and to consist of 3 storeys;
- (b) Section 4.4.1 is hereby varied to permit for the front yard a minimum depth of 28.25 feet;
- (c) Section 4.7.1 is hereby varied to permit a maximum floor space ratio of 0.90 (approximately 5,616 sq. ft.); and
- (d) Section 4.18.1 is hereby varied to permit a maximum of 5 dwelling units.

ARTICLE 7 NOTICES

7.1 Any notice, delivery, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered personally or by courier as follows:

- (a) if to the Owner, to its address as shown on title to the Lands in the Land Title Office records; and
- (b) if to the City:
City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: City Clerk and Director of Planning,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands.

ARTICLE 8 GENERAL

8.1 Joint and Several Liability. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

8.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this

agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

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

8.4 Waiver. No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. ~~The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.~~

8.5 Time of Essence. Time will be of the essence in respect of this agreement.

8.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

8.7 City's Other Rights and Obligations. 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* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

8.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

8.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

8.10 Governing Law. This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

8.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

8.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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" mean the Mortgage registered under number CA2081616;
- (b) "Existing Chargeholder" means HSBC Bank Canada;
- (c) "New Charges" mean the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge 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) consent to the Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner has 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA2485779 and the Assignment of Rents registered under number CA2485780;
- (b) "Existing Chargeholder" means Fisgard Capital Corporation;
- (c) "New Charges" mean the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge 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) consent to the Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner has 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

EXPLANATION

**A By-law to amend CD-1 By-law No. 10131
Re: 745 Thurlow Street**

After a public hearing on October 16, 2012, Council approved amendments to CD-1 By-law No. 10131. 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
October 30, 2012

745 Thurlow Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No.10131

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

1. This By-law amends the indicated provisions of CD-1 By-law No. 10131.
2. In Section 2.2, Council:
 - (a) strikes out subsection (b); and
 - (b) renumbers subsections (c) through (g) as (b) through(f).
3. In Section 3, Council:
 - (a) strikes out section 3.2;
 - (b) strikes out section 3.3, and substitutes:

“3.2 Floor space ratio for all uses combined must not exceed 16.1.”;
 - (c) renumbers sections 3.4, 3.5, 3.6 and 3.7, as 3.3, 3.4, 3.5 and 3.6 respectively; and
 - (d) in renumbered section 3.6, strikes out “3.5 or 3.6” and substitutes “3.4 or 3.5”.
4. Council strikes out section 6, and renumbers sections 7 and 8 as sections 6 and 7.
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 5852
Re: 1003 Pacific Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 5852. 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
October 30, 2012

1003 Pacific Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 5852

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. 5852.
2. In Section 2, Council inserts in section 2(b) the words “public bike share,” following the words “retail store,” found in the third bullet.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 9190
Re: 955 Burrard Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 9190. 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
October 30, 2012

955 Burrard Street

aph BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 9190

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. 9190.
2. In Section 3, Council:
 - (a) deletes the word “and” from section 3(d);
 - (b) replaces the “.” at the end of section 3(e) with “; and”; and
 - (c) inserts as section 3(f) the following:

“(f) Public Bike Share.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 6885
Re: 901 West Hastings Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 6885. 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
October 30, 2012

901 West Hastings Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 6885

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. 6885.
2. In Section 2, Council deletes sections 2(a), 2(b) and 2(c) and replaces them with the following:
 - “(a) public open space which may include through vehicular access;
 - (b) underground parking garage;
 - (c) public bike share; and
 - (d) accessory uses customarily ancillary to the above uses.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 6577
Re: 757 West Hastings Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 6577. 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
October 30, 2012

757 West Hastings Street (Sinclair Centre)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 6577

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. 6577.
2. In Section 2, Council:
 - (a) deletes the word “and” at the end of section 2(w);
 - (b) renumbers section 2(x) as 2(y); and
 - (c) inserts a new section 2(x) as follows:

“(x) Public Bike Share; and”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor


City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 6819
Re: 1144 - 1152 Mainland Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 6819. 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
October 30, 2012

1144 - 1152 Mainland Street

 BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 6819

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. 6819.
2. In Section 2A, Council deletes sections (a) and (b) and replaces them with the following:
 - “(a) Underground Parking;
 - (b) Park or Public Open Space; and
 - (c) Public Bike Share.”
3. In Section 2B Council renumbers sections (c) through (m) as (d) through (n), accordingly.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
5. 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. 7556
Re: 34 West Pender Street**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 7556. 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
October 30, 2012

34 West Pender Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7556

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. 7556.
2. In Section 2, Council:
 - (a) deletes the word “and” at the end of section 2(e);
 - (b) renumbers section 2(f) as 2(g);
 - (c) inserts a new section 2(f) as follows:

“(f) Public Bike Share; and”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

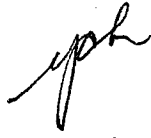
City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 4472
Re: Vancouver General Hospital**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 4472. 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
October 30, 2012

Vancouver General Hospital



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4472

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. 4472.
2. In Section 4.1.6, Council inserts the words "Public Bike Share," following the words "Retail Store (Hospital),".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 7174
Re: 1899 West 1st Avenue**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 7174. 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
October 30, 2012

1899 West 1st Avenue (Seaforth Place)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7174

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. 7174.
2. In Section 2, Council:
 - (a) renumbers section 2(l) as 2(m); and
 - (b) inserts a new section 2(l) as follows:

“(l) Public Bike Share; and”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 4356
Re: 453 West 12th Avenue**

After a public hearing on October 16, 2012, Council approved amendments without changes to CD-1 By-law No. 4356. 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
October 30, 2012

453 West 12th Avenue (City Hall)



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 4356

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. 4356.
2. In Section 2, Council inserts the words “, Public Bike Share” after the words “Civic Government Offices”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Sign By-law No. 6510
Re: Public Bike Share**

After the public hearing on October 16, 2012, Council resolved to amend indicated provisions of the Sign By-law No. 6510. 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
October 30, 2012

Public Bike Share



BY-LAW NO. _____

**A By-law to amend Sign By-law No. 6510
regarding public bike share**

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

1. This By-law amends the indicated provisions of the Sign By-law.
2. In section 2.1 Council inserts in the correct alphabetical order:

“Public Bike Share means a use of premises that provides the general public with an opportunity to rent bicycles through an automated system on a short-term basis for use within the city as part of a network comprised of no fewer than 50 Public Bike Share Stations located on separate sites;

Public Bike Share Station means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment necessary for or appurtenant to the operation of a Public Bike Share service;”

3. In section 3.2 Council:
 - (a) strikes the final “and” in section 3.2(e);
 - (b) replaces the “.” at the end of section 3.2(f) with “; and”; and
 - (c) adds a new section 3.2(g) as follows:

“(g) signs necessary or incidental to the operation of a public bike share station, including sponsorship acknowledgement, provided:

- (i) no sign is greater in size than 2.0 square meters, and
- (ii) no sign has a height greater than 3 meters.”

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

5. 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

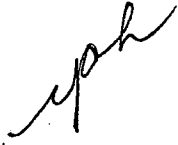
City Clerk

EXPLANATION**A By-law to amend the Zoning and Development
By-law No. 3575
Re: Public Bike Share**

After the public hearing on October 16, 2012, Council resolved to amend the indicated provisions of the Zoning and Development By-law No. 3575. 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
October 30, 2012

Public Bike Share



BY-LAW NO. _____

A By-law to amend
Zoning and Development By-law No. 3575
Regarding public bike share

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.

2. In section 2 Council inserts in the correct alphabetical order:

“Public Bike Share Station means a bicycle sharing facility where bicycles are stored and from which the general public may rent and return bicycles and other objects or equipment necessary for or appurtenant to the operation of a Public Bike Share service.”

3. In section 2 under the definition of “Retail Uses” Council inserts in correct alphabetical order:

“Public Bike Share means a use of premises that provides the general public with an opportunity to rent bicycles through an automated system, on a short-term basis for use within the city as part of a network comprised of no fewer than 50 Public Bike Share Stations located on separate sites.”

4. In section 5, Council adds as section 5.19:

“5.19 The installation and maintenance of a Public Bike Share Station as part of a Public Bike Share use, provided that the Public Bike Share Station:

- (a) does not include any enclosed structures;
- (b) is automated;
- (c) does not interfere with any public works, facilities or amenities; and
- (d) is part of a network comprised of no fewer than 50 Public Bike Share Stations.”

5. In section 10, Council adds as section 10.36:

“Public Bike Share

10.36.1 Despite anything to the contrary in this By-law, Public Bike Share is only a permitted use of lands that fall within the area inside the thick black line shown on the map attached to this section as Figure “1”.

10.36.2 The Director of Planning may approve a Public Bike Share use, including such conditions as the Director may decide, provided that the Director first considers:

- (a) all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant;

but no development permit approving the use shall be required if the use complies with section 5.19 of this By-law.

10.36.3 Floor space necessary for Public Bike Share or a Public Bike Share Station shall be excluded from the calculation of floor space ratio on any site.”

6. To section 3.2.R in the C-1, C-2, C-2B, C-2C, C-2C1, C-3A, FC-1, FM-1, HA-1, HA-1A, HA-2, HA-3, I-1, I-2, I-3, IC-1, IC-2, IC-3, M-1, M-1A, M-1B, M-2, RA-1, RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-4, RS-6, RT-1, RT-2, RT-3, RT-6, RT-7, RT-8, RT-9, RT-10, RT-10N, RM-1, RM-1N, RM-2, RM-3, RM-3A, RM-4, RM-4N, and RM-6 District Schedules, Council adds, in correct alphabetical order:

“● Public Bike Share.”

7. To section 3.2.1.R in the C-5, C-6, C-7, C-8, RM-5, RM-5A, RM-5B, RM-5C, RS-1, RS-5, RS-7, RT-4, RT-4A, RT-4N, RT-4AN, RT-5, RT-5A, RT-5N and RT-5AN District Schedules, Council adds, in correct alphabetical order:

“● Public Bike Share.”

8. To section 3.2.1R in the MC-1 and MC-2 District Schedules, Council adds, in correct alphabetical order:

“● Public Bike Share.”

9. Council repeals section 3.3.1 of the RM-5, RM-5A, RM-5B and RM-5C Districts Schedule and substitutes:

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

- (a) parking and loading facilities;
- (b) the display of flowers, plants, fruits and vegetables;
- (c) restaurant;
- (d) farmers’ market; and
- (e) public bike share.”

10. Council repeals section 3.3.1 of the C-2B and C-2C District Schedules and substitutes:
- “All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
- (a) parking and loading facilities;
 - (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
 - (c) restaurant;
 - (d) neighbourhood public house;
 - (e) farmers’ market; and
 - (f) public bike share.”
11. Council repeals section 3.3.1 of the C-2C1 District Schedule and substitutes:
- “All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
- (a) parking and loading facilities;
 - (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
 - (c) restaurant;
 - (d) drive-in restaurant;
 - (e) drive-through service;
 - (f) neighbourhood public house;
 - (g) farmers’ market; and
 - (h) public bike share.”
12. Council repeals section 3.3.1 of the C-5 and C-6 Districts Schedule and substitutes:
- “All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
- (a) parking and loading facilities;
 - (b) full service gasoline station, except that section 11.10.2 of this By-law continues to apply;
 - (c) neighbourhood public house;
 - (d) restaurant;
 - (e) farmers’ market; and
 - (f) public bike share.”
13. Council repeals section 3.3.1 of the C-7 and C-8 Districts Schedule and substitutes:
- “All commercial uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:
- (a) parking and loading facilities;
 - (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;

- (c) vehicle dealer;
- (d) taxicab or limousine station;
- (e) restaurant;
- (f) neighbourhood public house;
- (g) farmers' market; and
- (h) public bike share."

14. Council repeals section 3.3.3 of the MC-1 and MC-2 Districts Schedule and substitutes:

"All uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) display of flowers, plants, fruits and vegetables;
- (d) neighbourhood public house;
- (e) vehicle dealer;
- (f) transportation and storage uses;
- (g) lumber and building materials establishment;
- (h) farmers' market; and
- (i) public bike share."

15. Council repeals section 3.3.1 of the HA-1 and HA-1A, District Schedules and substitutes:

"All uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) restaurant;
- (c) parks and playgrounds;
- (d) neighbourhood public house;
- (e) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (f) farmers' market; and
- (g) public bike share."

16. Council repeals section 3.3.1 of the HA-2 District Schedule and substitutes:

"All uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) restaurant;
- (c) display of flowers, plants, fruits and vegetables;
- (d) neighbourhood public house;
- (e) farmers' market; and
- (f) public bike share."

17. Council repeals section 3.3.1 of the HA-3 District Schedule and substitutes:

“All uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) neighbourhood public house;
- (c) farmers’ market; and
- (d) public bike share.”

18. Council repeals section 3.3.1 of the C-1 District Schedule and substitutes;

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

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) neighbourhood public house;
- (d) farmers’ market; and
- (e) public bike share.”

19. Council repeals section 3.3.1 of the C-2, C-3A and FC-1 District Schedules and substitutes:

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

- (a) parking and loading facilities;
- (b) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (c) vehicle dealer;
- (d) drive-in restaurant;
- (e) drive-through service;
- (f) lumber store;
- (g) taxicab or limousine station;
- (h) neighbourhood public house;
- (i) farmers’ market; and
- (j) public bike share.”

20. Council repeals section 3.3.1 of the RM-6 District Schedule and substitutes:

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

- (a) parking and loading facilities;
- (b) display of flowers, plants, fruits and vegetables;

- (c) split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
- (d) restaurant;
- (e) farmers' market; and
- (f) public bike share.”

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

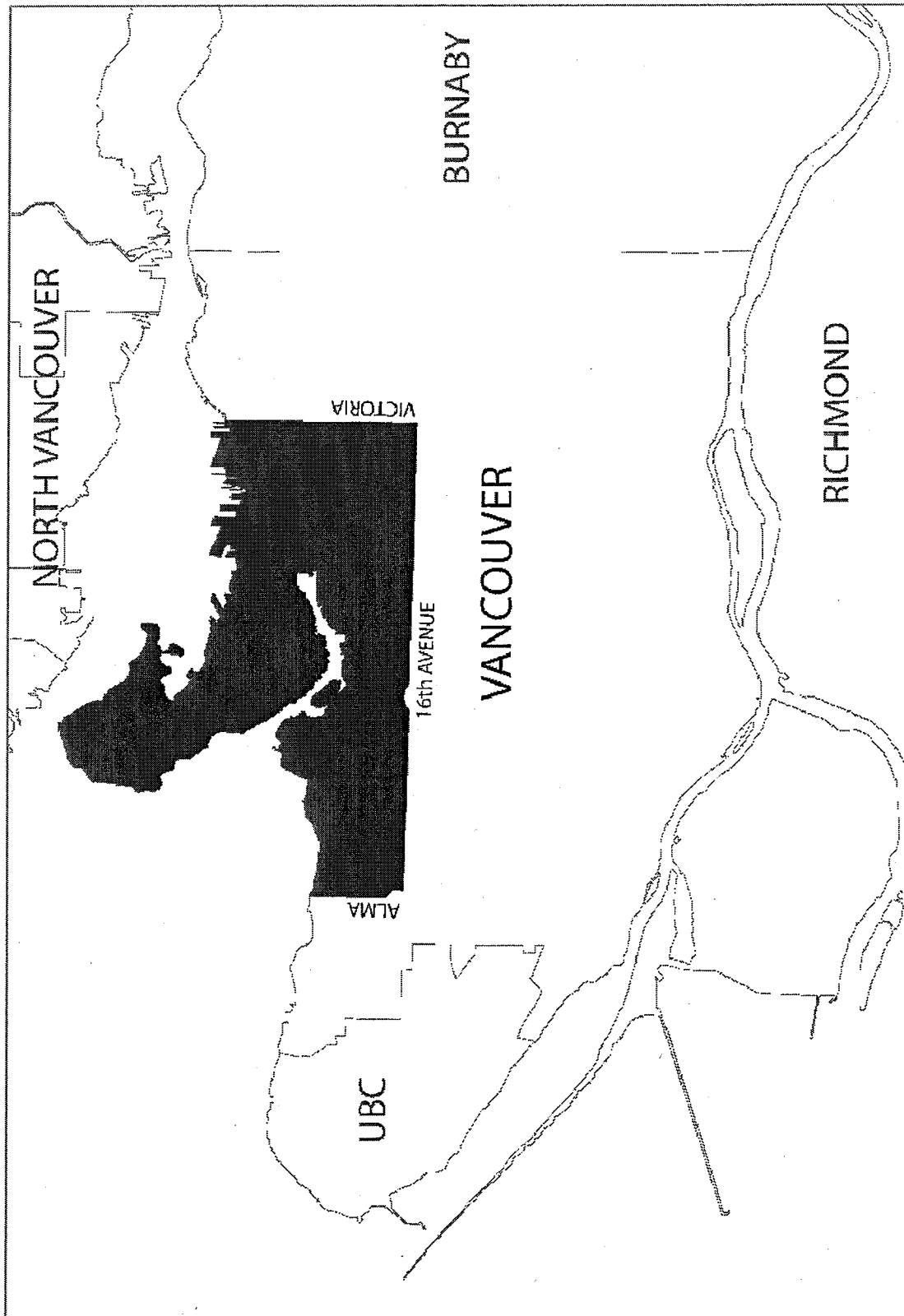
22. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

Figure 1



EXPLANATION

**A By-law to amend CD-1 By-law No. 10543
Re: 1695 Main Street**

After a public hearing on October 16, 2012, Council approved with conditions amendments to CD-1 By-law No. 10543. 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
October 30, 2012

1695 Main Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No.10543

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

1. This By-law amends the indicated provisions of CD-1 By-law No. 10543.
2. In subsection 2.2 (a), after "Multiple Dwelling" Council strikes out ";" and adds ", Seniors Supportive or Assisted Housing, and Dwelling Units in conjunction with any use listed in this section 2.2;".
3. In section 4.2, Council strikes out "3.5" and substitutes "4.08".
4. In section 5.1, Council strikes out "38" and substitutes "44.35".
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION

**A By-law to amend Southeast False Creek Official Development Plan
By-law No. 9073 regarding density
Re: 1695 Main Street**

After a public hearing on October 16, 2012, Council approved with conditions amendments to the Southeast False Creek Official Development Plan. 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
October 30, 2012

Southeast False Creek ODP
 Re: Density and Figure 4
 (.1695 Main Street)

BY-LAW NO. _____

A By-law to amend Southeast False Creek
 Official Development Plan By-law No. 9073

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

1. This By-law amends the indicated provisions of the Southeast False Creek Official Development Plan By-law.
2. In section 4, Council:
 - (a) strikes out subsection 4.2, and substitutes:

“4.2 Maximum permitted floor area for all uses developed after February 1, 2005, except for cultural, recreational and institutional uses, must not exceed the applicable floor area maximums in the following table:

Table 1
Maximum permitted floor area

Area	Maximum permitted floor area for residential uses	Maximum permitted floor area for non-residential uses other than cultural, recreational and institutional	Maximum permitted floor area for all uses
Area 1A	84 595m ²	350m ²	84 945m ²
Area 2A	114 655m ²	10 212m ²	124 867m ²
Area 3A	16 770m ²	0m ²	16 770m ²
Area 1B	83 848m ²	0m ²	83 848m ²
Area 2B	136 353m ²	5732m ²	142 085m ²
Area 3B	30 485m ²	0m ²	30 485m ²
Area 3C	122 752m ²	10 215m ²	132 967m ²
Total maximum permitted floor area for all areas	589 457m ²	26 509 m ²	615 966m ²

”;

- (b) Council strikes out subsections 4.3.1(a), 4.3.1(b), 4.3.1(c)(i), 4.3.1(d), 4.3.1(e), and 4.3.1(f), and renumbers the remaining paragraphs in the appropriate alphabetical and numerical order;
 - (c) in renumbered subsection 4.3.1(b), Council strikes out “4.3.1(h)”, and substitutes “4.3.1(c)”;
 - (d) in renumbered 4.3.1(c), Council strikes out “this section 4.3.1”, and substitutes “Table 1”.
3. In Figure 4, Council strikes out the diagram and, below the title “Figure 4: Total Floor Area and Residential Floor Area”, substitutes:
“Figure 4 has been replaced by Table 1 in section 4”
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. 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 Housing Agreement By-law No. 10417
regarding a housekeeping matter**

On January 31, 2012, Council enacted Housing Agreement By-law No. 10417 to allow finalization of Housing Agreements for the Olympic Village site, to be filed for registration on title to the modest market housing parcels. There was an error in the numbering of the sections of the Housing Agreements which were attached as schedules to the by-law. This housekeeping amendment will correct that error.

Director of Legal Services
October 30, 2012

Olympic Village site



BY-LAW NO.

**A By-law to amend Housing Agreement By-law No. 10417
regarding a housekeeping matter**

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. 10417.
- 2. Council strikes out Schedules A, B and C of By-law No. 10417, and substitutes the attached Schedules A, B and C.
- 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

SCHEDULE A

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

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

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, 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:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#127891v6
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
Remainder of Parcel 3/Lot 341

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

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 **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

1.1.2 **"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;

1.1.3 **"Effective Date"** means August 1, 2010;

1.1.4 **"LTO"** means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 1.1.5 **"Modest Market Housing"** means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 1.1.6 **"Modest Market Housing Agreement"** means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 1.1.7 **"Modest Market Housing Building"** means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 1.1.8 **"Modest Market Housing Conditions"** means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 1.1.9 **"Modest Market Housing Parcel"** means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-074-114
Lot 341 False Creek Plan BCP42610 Except Part in Air Space Plan BCP45059
- 1.1.10 **"Owner"** means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 1.1.11 **"Rental Purposes"** means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

1.1.12 "Rezoning" means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

1.1.13 "Rezoning By-law" means the rezoning by-law relating to the Rezoning Lands enacted on April 17, 2007;

1.1.14 "Rezoning Lands" means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

1.1.15 "Term" means the period of 20 years commencing on the Effective Date.

2. RENTAL PURPOSES ONLY

2.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

2.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

2.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

2.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 2.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 2.1.5 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; and
- 2.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

3. INDEMNITY AND RELEASE

3.1 Indemnity and Release. The Owner hereby:

- 3.1.1 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 its rights under this Agreement; and
- 3.1.2 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 release and indemnification provisions contained in this Agreement will survive the

#127891v6
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
Remainder of Parcel 3/Lot 341

discharge or termination of this Agreement.

4. NOTICES

- 4.1 **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:

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

Attention: City Clerk

Fax No.: 604.873.7419

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.

5. MISCELLANEOUS

- 5.1 **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.
- 5.2 **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 Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 5.3.1 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 Modest Market Housing Parcel with the interest in land created hereby;
- 5.3.2 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;
- 5.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
- 5.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 5.4 **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.
- 5.5 **Interpretation.** The following provisions will apply to this instrument:
- 5.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 5.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 5.5.3 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;
 - 5.5.4 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;
 - 5.5.5 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;
 - 5.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 5.5.7 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;
 - 5.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 5.5.9 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;

5.5.10 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

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

5.6 **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 Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:

SCHEDULE B

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

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

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, 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:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#130083v3
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
ASP3 of Parcel 6/Lot 342

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

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 **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

1.1.2 **"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;

1.1.3 **"Effective Date"** means August 1, 2010;

1.1.4 **"LTO"** means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 1.1.5 "Modest Market Housing" means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 1.1.6 "Modest Market Housing Agreement" means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 1.1.7 "Modest Market Housing Building" means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 1.1.8 "Modest Market Housing Conditions" means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 1.1.9 "Modest Market Housing Parcel" means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-245-202
Air Space Parcel 3, False Creek, Air Space Plan BCP44958
- 1.1.10 "Owner" means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 1.1.11 "Rental Purposes" means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

1.1.12 **"Rezoning"** means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

1.1.13 **"Rezoning By-law"** means the rezoning by-law relating to the Rezoning Lands enacted on April 17,2007;

1.1.14 **"Rezoning Lands"** means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

1.1.15 **"Term"** means the period of 20 years commencing on the Effective Date.

2. RENTAL PURPOSES ONLY

2.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

2.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

2.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

2.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 2.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 2.1.5 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; and
- 2.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

3. INDEMNITY AND RELEASE

3.1 Indemnity and Release. The Owner hereby:

- 3.1.1 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 its rights under this Agreement; and
- 3.1.2 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 release and indemnification provisions contained in this Agreement will survive the

discharge or termination of this Agreement.

4. NOTICES

4.1 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:

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

Attention: City Clerk

Fax No.: 604.873.7419

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.

5. MISCELLANEOUS

- 5.1 **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.
- 5.2 **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 Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 5.3.1 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 Modest Market Housing Parcel with the interest in land created hereby;
- 5.3.2 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;
- 5.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
- 5.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 5.4 **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.
- 5.5 **Interpretation.** The following provisions will apply to this instrument:
- 5.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 5.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 5.5.3 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;
 - 5.5.4 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;
 - 5.5.5 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;
 - 5.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 5.5.7 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;
 - 5.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 5.5.9 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;

5.5.10 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

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

5.6 **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 Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:

SCHEDULE C

HOUSING AGREEMENT

THIS AGREEMENT is effective as of January 31, 2012,

BETWEEN:

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

(the "Owner")

AND:

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

(the "City")

WHEREAS:

- A. The Owner is the registered owner in fee simple of the Modest Market Housing Parcel;
- B. The Owner and Millennium Southeast False Creek Properties Ltd. made an application to rezone the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and after a public hearing to consider the Rezoning, the Rezoning application was approved by City Council in principle on October 17, 2006, subject to, *inter alia*, 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:

execute agreements, satisfactory to the City Manager and the Director of Legal Services, ensuring the development of a total of at least 8,342 m² (89,800 sq. ft.) of floor area on Parcels 3, 6 and 9 for Modest Market Housing as defined in the South East False Creek Official Modest Market Housing Building Plan;

(the "Modest Market Housing Conditions");

#130085v3
January 11, 2012

Modest Market Parcel
Housing Agreement
SEFC / Olympic Village
ASP3 of Parcel 9/Lot 329

C. As the Modest Market Housing Conditions were not fulfilled prior to enactment of the Rezoning By-law, the Owner and the City entered into the Modest Market Housing Agreement in which the Owner covenanted, among other things, that once a separate legal title was created in the LTO for the Modest Market Housing Parcel, the Owner would enter into this Housing Agreement, to ensure that the Modest Market Housing Building and the Modest Market Housing Parcel will be held for Rental Purposes and the Owner would not sell any of dwelling units in the Modest Market Housing Building except as part of the sale of all of the dwelling units in the Modest Market Housing Building;

D. Once the parties have entered into this Housing Agreement, the City will file a notice in the LTO on title to the Modest Market Housing Parcel, giving notice that the Modest Market Housing Parcel is subject to this Housing Agreement; and

E. Once such notice is filed in the LTO, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel.

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 **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;

1.1.2 **"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;

1.1.3 **"Effective Date"** means August 1, 2010;

1.1.4 **"LTO"** means the land title office for the jurisdiction in which the Modest Market Housing Parcel is situate;

- 1.1.5 **"Modest Market Housing"** means dwelling units designed to be affordable to persons who make up a household, and whose combined gross annual incomes fall within the middle third of income distribution for the Greater Vancouver region published by Statistics Canada, in the then current Canada Census;
- 1.1.6 **"Modest Market Housing Agreement"** means the agreement between the City and the City registered on title to the Rezoning Lands in the LTO under No. BB487004 to No. BB487009;
- 1.1.7 **"Modest Market Housing Building"** means a building constructed on the Modest Market Housing Parcel which includes dwelling units designed for Modest Market Housing in accordance with the Modest Market Housing Agreement;
- 1.1.8 **"Modest Market Housing Conditions"** means the conditions set out in Recital B of this Agreement and "Modest market Housing Condition" means any one of the Modest market Housing Conditions;
- 1.1.9 **"Modest Market Housing Parcel"** means the lands located in the City of Vancouver, British Columbia and legally described as follows:
- PID: 028-234-600
Air Space Parcel 3, False Creek, Air Space Plan BCP44913
- 1.1.10 **"Owner"** means City of Vancouver and all of its assigns, successors and successors in title to the Modest Market Housing Parcel and, if the Modest Market Housing Parcel is subdivided by way of a strata plan, then "Owner" includes, without limitation, any strata corporations thereby created;
- 1.1.11 **"Rental Purposes"** means the use of a dwelling unit only for residential accommodation on a rental basis where the tenancy agreement (as defined under the *Residential Tenancy Act*) must be for:
- (a) a periodic tenancy (as defined under the *Residential Tenancy Act*) other than a periodic tenancy on a weekly basis; or
 - (b) a fixed term tenancy (as defined under the *Residential Tenancy Act*) where the fixed term is not greater than 12 months and the tenancy agreement does not require the tenant to vacate the dwelling unit on the date specified as the end of the fixed term tenancy and provides that the tenant has the right to renew the tenancy agreement as a

periodic tenancy (other than a periodic tenancy on a weekly basis) thereafter;

1.1.12 "Rezoning" means the rezoning of the Rezoning Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) pursuant to the Rezoning By-law;

1.1.13 "Rezoning By-law" means the rezoning by-law relating to the Rezoning Lands enacted on April 17,2007;

1.1.14 "Rezoning Lands" means:

Parcel Identifier: 026-723-964, Lot 318, False Creek, Plan BCP24394;
Parcel Identifier: 026-892-316, Lot 323, False Creek, Plan BCP27367;
Parcel Identifier: 026-894-041, Lot 324, False Creek, Plan BCP27368;
Parcel Identifier: 026-978-962, Lot 325, False Creek, Plan BCP28523;
Parcel Identifier: 026-978-971, Lot 326, False Creek, Plan BCP28523;
Parcel Identifier: 026-979-781, Lot 328, False Creek, Plan BCP28525;
Parcel Identifier: 026-980-339, Lot 329, False Creek, Plan BCP28527;
Parcel Identifier: 027-607-453, Lot 330, False Creek, Plan BCP37641;
Parcel Identifier: 028-180-224, Lot 332, False Creek, Plan BCP44228;
Parcel Identifier: 028-180-232, Lot 333, False Creek, Plan BCP44228;
Parcel Identifier: 028-074-114, Lot 341, False Creek, Plan BCP42610; and
Parcel Identifier: 028-074-122, Lot 342, False Creek, Plan BCP42610;

1.1.15 "Term" means the period of 20 years commencing on the Effective Date.

2. RENTAL PURPOSES ONLY

2.1 The Owner, for itself and its successors and assigns, covenants and agrees with the City that during the Term the Owner will not:

2.1.1 use the dwelling units and the common property, if any, in the Modest Market Housing Building constructed on the Modest Market Housing Parcel, or allow them to be used, except for Rental Purposes; nor

2.1.2 sell or otherwise dispose of any dwelling unit in the Modest Market Housing Building to be constructed on the Modest Market Housing Parcel except together with all dwelling units in the Modest Market Housing Building constructed on the Modest Market Housing Parcel; nor

2.1.3 stratify the Modest Market Housing Parcel pursuant to the *Strata Property Act* unless concurrently with such stratification the Owner files with the

Superintendent of Real Estate a Rental Disclosure Statement disclosing that all strata lots in the Modest Market Housing Building are to be rented during the Term; nor

- 2.1.4 subdivide any dwelling unit within the Modest Market Housing Parcel or consolidate any dwelling unit with another dwelling unit within the Modest Market Housing Parcel;

and the Owner covenants and agrees that:

- 2.1.5 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; and
- 2.1.6 if all or part of the Modest Market Housing Building is unavailable for use for Rental Purposes for any period greater than 12 months during the Term, the Term will be extended for such part of the Modest Market Housing Building for a period of time equal to the period of time that it is unavailable for use for Rental Purposes.

3. INDEMNITY AND RELEASE

3.1 Indemnity and Release. The Owner hereby:

- 3.1.1 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 its rights under this Agreement; and
- 3.1.2 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 release and indemnification provisions contained in this Agreement will survive the

discharge or termination of this Agreement.

4. NOTICES

4.1 **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:

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

Attention: City Clerk

Fax No.: 604.873.7419

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.

5. MISCELLANEOUS

- 5.1 **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.
- 5.2 **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 Modest Market Housing Parcel and the Modest Market Housing Building as if this Agreement had not been executed and delivered by the Owner and the City.
- 5.3 **Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- 5.3.1 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 Modest Market Housing Parcel with the interest in land created hereby;
- 5.3.2 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;
- 5.3.3 upon the City filing a notice in the LTO that the Modest Market Housing Parcel is subject to this Housing Agreement, this Housing Agreement is binding on all persons who acquire an interest in the Modest Market Housing Parcel pursuant to Section 565.2(6) of the *Vancouver Charter*; and
- 5.3.4 the foregoing representations, warranties, covenants and agreements will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Modest Market Housing Parcel or the Modest Market Housing Building or any other matter whatsoever.

- 5.4 **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.
- 5.5 **Interpretation.** The following provisions will apply to this instrument:
- 5.5.1 the laws of British Columbia are to govern its interpretation and enforcement;
 - 5.5.2 each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
 - 5.5.3 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;
 - 5.5.4 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;
 - 5.5.5 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;
 - 5.5.6 no amendment is to have any force or effect unless the City and Owner have signed it;
 - 5.5.7 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;
 - 5.5.8 any reference to a statute is to the statute and its regulations in force on the effective date set out on page one of this Agreement, and to subsequent amendments to or replacements of the statute or regulations;
 - 5.5.9 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;

5.5.10 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

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

5.6 **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 Owner by its authorized signatory and the City by its authorized signatory have signed this Agreement to be effective as of the effective date set out on page one of this Agreement.

CITY OF VANCOUVER by its authorized signatory:

CITY OF VANCOUVER by its authorized signatory:
