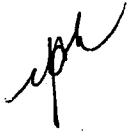


EXPLANATION**Area Specific Development Cost Levy By-law
Amending By-law Re: Types of projects and estimated costs
in the Grandview Boundary Industrial Area**

On October 30, 2012, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding types of projects and estimated costs in the Grandview Boundary Industrial Area. This By-law implements that resolution.

Director of Legal Services
November 13, 2012



BY-LAW NO. _____

**A By-law to amend Area Specific Development Cost
Levy By-law No. 9418, regarding types of projects and estimated costs
in the Grandview Boundary Industrial Area**

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

1. Council strikes out section 2.9 of the Area Specific Development Cost Levy By-law, and substitutes:

“2.9 Projects and estimated costs in the Grandview Boundary area are:

<u>Types of Projects</u>	<u>Estimated Cost</u>
Constructing, altering, expanding, or replacing sewage facilities	\$ 3,400,000
Providing and improving park land	\$ 130,000 ”

2. 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.

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

ENACTED by Council this day of , 2012

Mayor

City Clerk

EXPLANATION

**Street and Traffic By-law amending By-law
regarding parking or stopping by fire gates in lanes and
the definition of trucks**

Enactment of the attached By-law will implement Council's resolution of July 24, 2012 to amend the Street and Traffic by-law, to prohibit parking and stopping by fire gates in lanes adjacent to lane houses, and to add to the definition of trucks, to support enforcement of Truck Route regulations by the Vancouver Police Department.

Director of Legal Services
November 13, 2012



BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding lane parking and large trucks**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. Council strikes out section 19.1(f) and substitutes:
“(f) within a rectangular area extending:
 - (i) 1.5 metres along the lane from either edge of an identified fire door or identified fire gate, and
 - (ii) 3 metres into the lane from the front of an identified fire door or identified fire gate;”
3. In section 90B, Council strikes out “gross vehicle weight”, and substitutes “gross vehicle weight rating or licensed gross vehicle weight”.
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

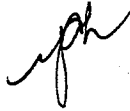
Mayor

City Clerk

EXPLANATION**Water Works By-law amending By-law
Re: Housekeeping**

On December 13, 2011, Council enacted By-law 10407 to increase the fees charged pursuant to the Waterworks By-law. There was a typographical error in Schedule F. Enactment of the attached By-law will correct that error.

Director of Legal Services
November 13, 2012



BY-LAW NO. _____

**A By-law to amend Water Works By-law No. 4848
regarding Schedule F fees**

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. 10407.
2. Council repeals Schedule F of the Water Works By-law, and substitutes:

“SCHEDULE F

Charges for Temporary Water Service During Construction

<i>Building Size in Square Meters of Gross Floor Area</i>		<i>Rate in Dollars of Gross Floor Area Per Building</i>
Up to and including	500	\$ 226.00
Over 500 but not exceeding	2,000	443.00
Over 2,000 but not exceeding	9,000	666.00
Over 9,000 but not exceeding	24,000	1,119.00
Over 24,000 but not exceeding	45,000	1,675.00
Over 45,000		2,222.00 ”

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

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

EXPLANATION**Street Vending By-law amending By-law
regarding farmers' markets and housekeeping**

On July 20, 2010, Council resolved to add fees for farmers' markets to the Street Vending By-law. That fee item was erroneously omitted from the 2011 and 2012 by-laws, which increased fees in Schedule A of that by-law. This By-law corrects that error.

Director of Legal Services
November 13, 2012



BY-LAW NO. _____

**A By-law to amend Street Vending By-law No. 4781
regarding housekeeping**

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

1. This by-law amends the indicated provisions in the Street Vending By-law.
2. In Schedule A of the Street Vending By-law:
 - (a) Council renames items “(f)” and “(g)” as “(g)” and “(h)” respectively; and
 - (b) After section (e), Council inserts:
“(f) farmers’ market..... \$519.00 per annum”
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 Housing Agreement
Re: 4867 Cambie Street**

Following public hearings on July 10, 12 and 19, 2012, Council approved the rezoning of the referenced lands (then addressed as 4837 - 4861 Cambie Street) subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to subdivide the lands by air space subdivision, or, at the sole discretion of the Managing Director of Social Development and the Director of Legal Services, to otherwise subdivide the lands to create a parcel or parcels for the portion of the development containing at least six market rental housing units occupying at least 3,739 square feet, and once such portion is subdivided, to execute a Housing Agreement to secure such units as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, subject to such rentals being made available as market rental housing units and to such other terms and conditions as are satisfactory to the Director of Legal Service, and the Managing Director of Social Development.

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

Director of Legal Services
November 13, 2012

4867 Cambie Street

 BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 4867 Cambie Street**

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

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

PID: 028-929-721

Lot D
Block 819
District Lot 526
Group 1
New Westminster District Plan EPP22091

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this _____ day of _____, 2012

Mayor

City Clerk

Schedule A

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT -

(This area for Land Title Office Use)

Page 1 of 13 pages

PART 1

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

028-929-721

Lot D Block 819 District Lot 526 Group 1 New Westminster District
Plan EPP22091

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT
REFERENCE
(page and paragraph)

PERSON ENTITLED
TO INTEREST

Section 219 Covenant

Entire Instrument,
Pages 1 – 11

Transferee

Priority Agreement granting above Section 219
Covenant priority over Mortgage CA2466362 and the
Assignment of Rents CA2466363

Page 12

Transferee

Priority Agreement granting above Section 219
Covenant priority over Mortgage CA2559779 and
Assignment of Rents CA2559780

Page 12

Transferee

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

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

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

5. TRANSFEROR(S)/CHARGEHOLDER(S):*

MOSAIC CAMBIE HOLDINGS LTD. (Inc. No. BC0935239)

CANADIAN WESTERN BANK (as to Priority)

REDBRICKS MORTGAGE INVESTMENT CORP. (Inc. No. BC0819045) (as to Priority)

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	12			MOSAIC CAMBIE HOLDINGS LTD. by its authorized signatory(ies): <hr/> Name: <hr/> Name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	12			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Yvonne Liljefors

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

- * If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
- ** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	12			<p>CANADIAN WESTERN BANK by its authorized signatory(ies):</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <hr/> <p>Name: _____</p> <p>Title: _____</p>
<hr/>	12			<p>REDBRICKS MORTGAGE INVESTMENT CORP . by its authorized signatory(ies):</p> <hr/> <p>Name: _____</p> <p>Title: _____</p> <hr/> <p>Name: _____</p> <p>Title: _____</p>

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

**Housing Agreement and Building Use Covenant
4867 Cambie Street**

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference November 5, 2012, shall be read as follows:

- (i) the Transferor, Mosaic Cambie Holdings Ltd., is called the "**Owner**" as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity and "**Vancouver**" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner has applied to rezone the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District (the "**Rezoning**") to enable construction of a new five-storey residential building containing 41 units at a density of 2.05 FSR and a height of 18.7 metres (61.4 feet) (the "**Development**"), and following public hearing on July 10, 12 and 19, 2012, the City's Council approved the Rezoning subject to a number of conditions, including that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to subdivide by air space subdivision, or at the sole discretion of the Managing Director of Social Development and the Director of Legal Services to otherwise subdivide to create a parcel or parcels for the portion of the development containing at least six market rental housing units occupying at least 3,739 sq. ft. of the Developments floor space, and once such portion is subdivided to execute a Housing Agreement to secure such units as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such rentals being made available as market rental housing units and subject to such other terms and conditions as are satisfactory to the Director of Legal Service, and the Managing Director of Social Development. (Note to Applicant: This Housing Agreement will be entered into by the City by by-law pursuant to section 565.2 of the *Vancouver Charter*.) (the "**Rental Housing Condition**"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

1. Definitions. In this Agreement the following terms have the definitions now given:

- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;

- (b) "**Building**" means the new building to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "**Building Permit**" means any building permit issued by the City authorizing the building of the Building;
- (d) "**City Personnel**" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "**Development**" has the meaning ascribed to that term in Recital C;
- (f) "**Development Permit**" means any development permit given by the City to enable the Development on the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (g) "**Director of Legal Services**" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, including amendments thereto and re-enactments thereof;
- (i) "**Lands**" means the parcel described in Item 2 in the Form C attached hereto;
- (j) "**Losses**" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (k) "**Managing Director of Social Development**" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (l) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of the Building or the Lands or any part thereof;
- (m) "**Owner**" means Mosaic Cambie Holdings Ltd., and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (n) "**Related Person**" means, where the registered or beneficial Owner of the Rental Housing Units before subdivision by deposit of strata plan, and of the Rental Housing Units Strata Lot after subdivision by deposit of strata plan, is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:

- (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual.
- (o) **“Rental Housing”** means a residential unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
 - (p) **“Rental Housing Condition”** has the meaning ascribed to that term in Recital C;
 - (q) **“Rental Housing Units”** and **“Rental Housing Unit”** have the meanings ascribed to those term in section 2(b);
 - (r) **“Rental Housing Units Strata Lot”** has the meanings ascribed to those term in section 2(d);
 - (s) **“Rezoning”** has the meaning ascribed to that term in Recital C;
 - (t) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43, including amendments thereto and re-enactments thereof;
 - (u) **“Term”** means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
 - (v) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, including amendments thereto and re-enactments thereof.

2. Restrictions on Use and Subdivision. The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct within the Building, in accordance with the Development Permit, the Building Permit, the requirements of this Agreement and all applicable City by-laws, six residential units comprising in the aggregate not less than 3,739 sq. ft. of floor space, exclusive of space which will be common property or limited common property following subdivision of the Lands and Building by the deposit of a strata plan (collectively, the **“Rental Housing Units”** and individually, a **“Rental Housing Unit”**);
- (c) it will not allow any Rental Housing Unit to be used, throughout the Term, except as Rental Housing;

- (d) throughout the Term, it will not suffer, cause or permit the Lands and/or the Building to be subdivided by strata plan, air space plan or otherwise; provided, however, that subject to compliance by the Owner with all applicable requirements of the City's approving officer and the City's elected council, this Agreement and all applicable laws and by-laws, the Owner may subdivide the Lands and the Building by the deposit of a strata plan provided that all of the Rental Housing Units are, as a result of and following such subdivision, contained within, and form, a single strata lot (the "**Rental Housing Units Strata Lot**"), and provided further that the Owner shall file and deliver a rental disclosure statement as contemplated by section 139(1) of the *Strata Property Act* (in Form J pursuant to the Regulations to the *Strata Property Act*), wherein the Owner will indicate its intention to rent the Rental Housing Units Strata Lot for 99 years;
- (e) throughout the Term, it will not suffer, cause or permit, any beneficial or registered title or interest to/in any Rental Housing Unit or to the Rental Housing Units Strata Lot, to be sold or otherwise transferred unless title to every Rental Housing Unit or to the Rental Housing Units Strata Lot is sold or otherwise transferred together and as a block to the same beneficial and legal owner, which owner shall not be comprised of more than a single legal entity, unless it is an individual in which case such owner shall not be comprised of more than two individuals who take ownership as joint tenants, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to thereupon be, and to thereafter remain, bound by each and every term and condition of this Agreement applicable to the Owner;
- (f) throughout the Term, any sale of a Rental Housing Unit or the Rental Housing Units Strata Lot in contravention of the covenant in section 2(e), and any subdivision of the Lands and/or Building or any part thereof, in contravention of the covenant in section 2(d), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense; and
- (g) throughout the Term, it will keep and maintain, or cause to be kept and maintained, the Rental Housing Units and the Rental Housing Units Strata Lot and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure, or cause to be insured, the Rental Housing Units and the Rental Housing Units Strata Lot to the full replacement cost, or such lower threshold as is permitted under the *Strata Property Act*, against perils normally insured against by strata corporations and owners of similar property in the City of Vancouver by reasonable and prudent owners of similar residential units, buildings and lands. If the Rental Housing Units or the Rental Housing Units Strata Lot or any part thereof are/is damaged, the Owner will promptly restore and repair, or cause to be restored and repaired, such whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.
3. Partial Discharge. Upon the subdivision of the Lands and the Building by the deposit of a strata plan in compliance with this Agreement, and the issuance of a final Occupancy Permit for all of the Rental Housing Units and the Rental Housing Units Strata Lot, the Owner may apply to the City for a partial discharge of this Agreement with respect to any strata lot other than the Rental Housing Units Strata Lot, and the City agrees to execute and deliver a registrable discharge of this Agreement in respect of any such strata lot, provided, that:

- (a) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or the Rental Housing Units Strata Lot pursuant to this Agreement;
- (b) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner;
- (c) the City will have a reasonable amount of time to execute and return any such discharge; and
- (d) the preparation and registration of any such discharge will be without cost to the City.

4. Occupancy Restriction on the Lands. The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:

- (a) no Building will be used or occupied except as follows:
 - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for the Building; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building;

until such time as an Occupancy Permit has been issued for each of the Rental Housing Units and the Rental Housing Units Strata Lot; and

- (b) without limiting the general scope of section 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 4.

5. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the Rental Housing Units and the Rental Housing Units Strata Lot, such records to be to the satisfaction of the Managing Director of Social Development, and to include, without limitation, the names and addresses of all occupants, the monthly rental amounts paid and the term of the respective tenancies. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

6. Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.

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

8. Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

Attention: Managing Director, Social Development Department

(b) If to the Owner:

Mosaic Cambie Holdings Ltd.
500 – 2609 Granville Street
Vancouver, British Columbia
V6H 3H3

Attention: President

and any such notice, demand or request will be deemed given:

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third (3rd) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

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

9. Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to sections 2(d), 2(e) and 3.

10. Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

12. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended

from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

14. Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

15. Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means Mortgage registered under CA2466362, and the Assignment of Rents registered under number CA2466363;
- (b) **"Existing Chargeholder"** means CANADIAN WESTERN BANK;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings 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 hereby:

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

To witness this consent and priority 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"** means Mortgage registered under number CA2559779 and the Assignment of Rents registered under number CA2559780;
- (b) **"Existing Chargeholder"** means REDBRICKS MORTGAGE INVESTMENT CORP.;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument – Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings 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 hereby:

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

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

END OF DOCUMENT