

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: RT-11 and RT-11N Districts Schedule,  
and the RM-7 and RM-7N Districts Schedule  
and freehold rowhouses**

Enactment of the attached By-law will add the new RT-11 and RT-11N Districts Schedule and RM-7 and RM-7N Districts Schedule to the Subdivision By-law and make provision for subdivision for freehold rowhouses.

Director of Legal Services  
May 28, 2013

BY-LAW NO. \_\_\_\_\_

**A By-law to amend Subdivision By-law No. 5208  
regarding the RT-11 and RT-11N Districts Schedule,  
and the RM-7 and RM-7N Districts Schedule  
and freehold rowhouses**

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. 5208.
2. Council amends section "9 Minimum Standards" by:
  - (a) renumbering sections 9.5, 9.6, 9.7, 9.8, 9.9, and 9.10 as 9.6, 9.7, 9.8, 9.9, 9.10, and 9.11;
  - (b) inserting after section 9.4, the following:

"9.5 Notwithstanding Sections 9.3 and 9.4, the Approving Officer may approve a subdivision, which creates parcels having a lesser width or area than the minimums prescribed in Table 2 of Schedule A, if the proposed development consists of freehold rowhouses with shared party walls located on proposed common boundaries, provided that:

    - (a) the proposed development complies with the Zoning and Development By-law, the Parking By-law, and any applicable official development plan;
    - (b) the proposed development complies with the Building By-law to the satisfaction of the City Building Inspector;
    - (c) the parcel width of the proposed development is sufficient to accommodate all city works and services, existing street trees, and third party utilities, to the satisfaction of the General Manager of Engineering, except that all parcels must have a minimum width of 16.4 feet (5.0 m), measured from the required building line; and
    - (d) party wall agreements, in a form and on terms satisfactory to the Director of Legal Services, must be registered on title.";
  - (c) in renumbered section 9.6, at the end of subsection (e), Council strikes out "." and substitutes "; and", and adds:

"(f) land on which the proposed development consists of freehold rowhouses with shared party walls located on proposed common boundaries, except that such parcels must have a minimum width of 16.4 feet (5.0 m) abutting on a street not being a lane."
3. Council amends Schedule A to the Subdivision By-law, in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting therefrom the property shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.

4. Council amends Table 1 of Schedule A by:

(a) inserting, in the appropriate alphabetical and numerical order, the following standards for the RT-11 and RT-11N Districts Schedule:

RT-11	Two-Family Dwelling	40' [12.192 m]	4800 sq. ft. [445.935 m <sup>2</sup> ]
RT-11N	Two-Family Dwelling	40' [12.192 m]	4800 sq. ft. [445.935 m <sup>2</sup> ]

; and

(b) inserting, in the appropriate alphabetical and numerical order, the following standards for the RM-7 and RM-7N Districts Schedule:

RM-7	Multiple Dwelling	40' [12.192 m]	4800 sq. ft. [445.935 m <sup>2</sup> ]
RM-7N	Multiple Dwelling	40' [12.192 m]	4800 sq. ft. [445.935 m <sup>2</sup> ]

5. Council amends Table 2 of Schedule A by:

(a) inserting, in the appropriate alphabetical and numerical order, the following standards for the RT-11 and RT-11N Districts Schedule:

RT-11	Two-Family Dwelling	30' [9.144 m]	3000 sq. ft. [278.709 m <sup>2</sup> ]
RT-11N	Two-Family Dwelling	30' [9.144 m]	3000 sq. ft. [278.709 m <sup>2</sup> ]

; and

(b) inserting, in the appropriate alphabetical and numerical order, the following standards for the RM-7 and RM-7N Districts Schedule:

RM-7	Multiple Dwelling	30' [9.144 m]	3000 sq. ft. [278.709 m <sup>2</sup> ]
RM-7N	Multiple Dwelling	30' [9.144 m]	3000 sq. ft. [278.709 m <sup>2</sup> ]

6. Council amends Schedule F by:

(a) renumbering clauses "6." and "7." as "7." and "8." respectively; and

(b) adding, in numerical order:

"6. **CLASS VI (Freehold Rowhouses)** - For an application to subdivide pursuant to Section 223.2 of the Land Title Act..... \$7,600.00, plus \$1,000.00 per freehold lot."

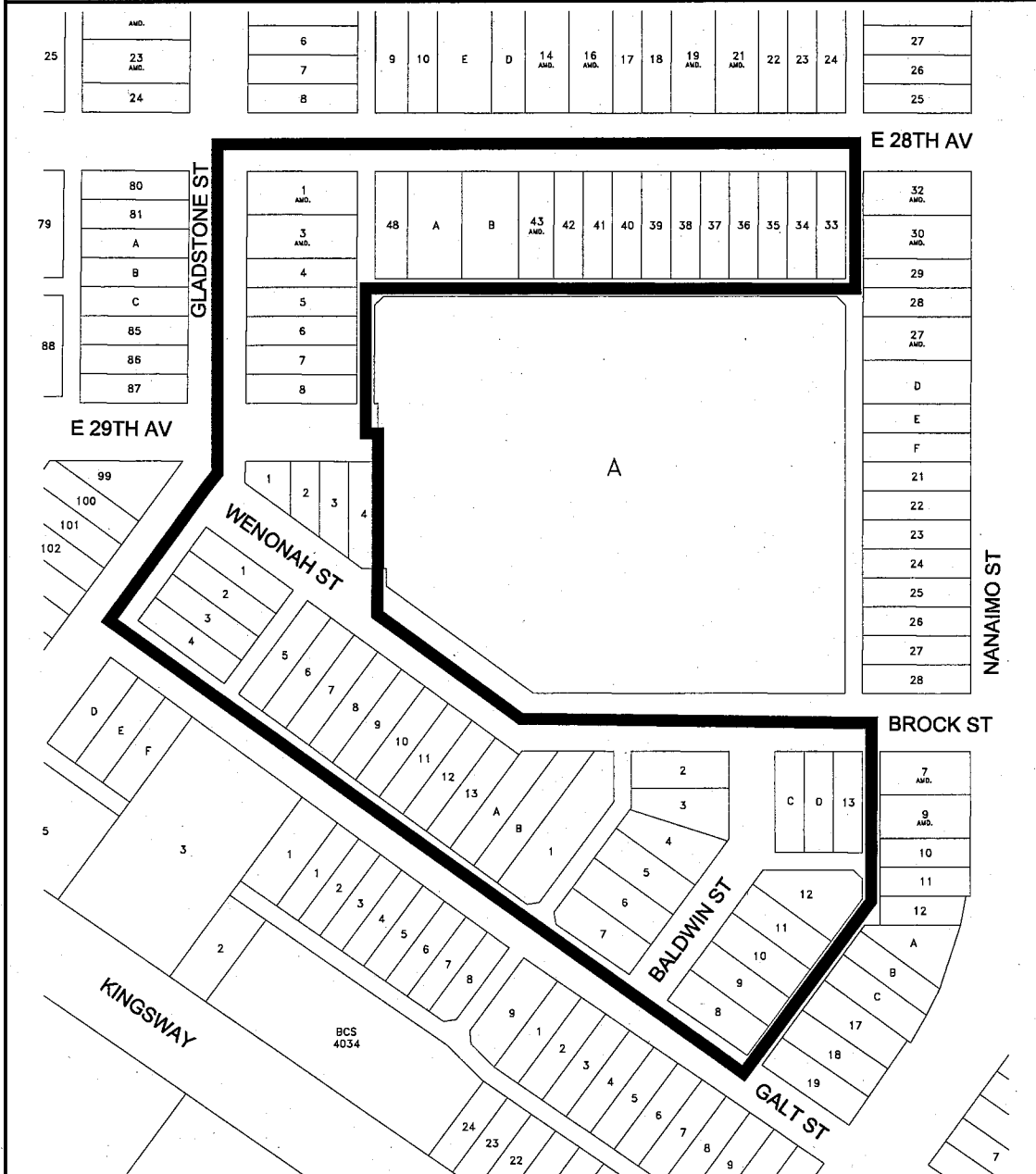
- 7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
- 8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                    day of                   , 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 1 of 8

scale: NTS



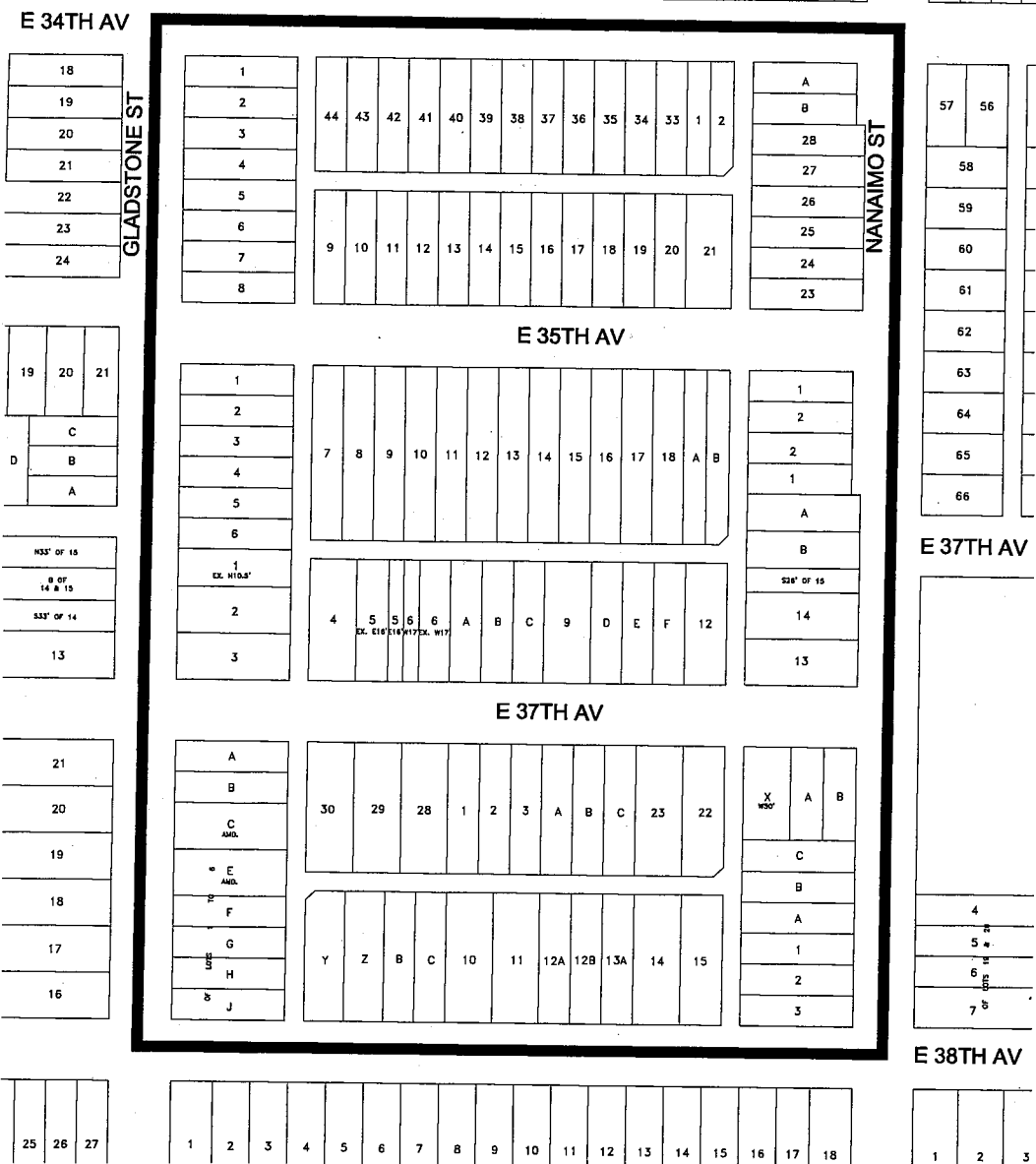
**City of Vancouver**

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	1	2	3
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The properties outlined in black (  ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

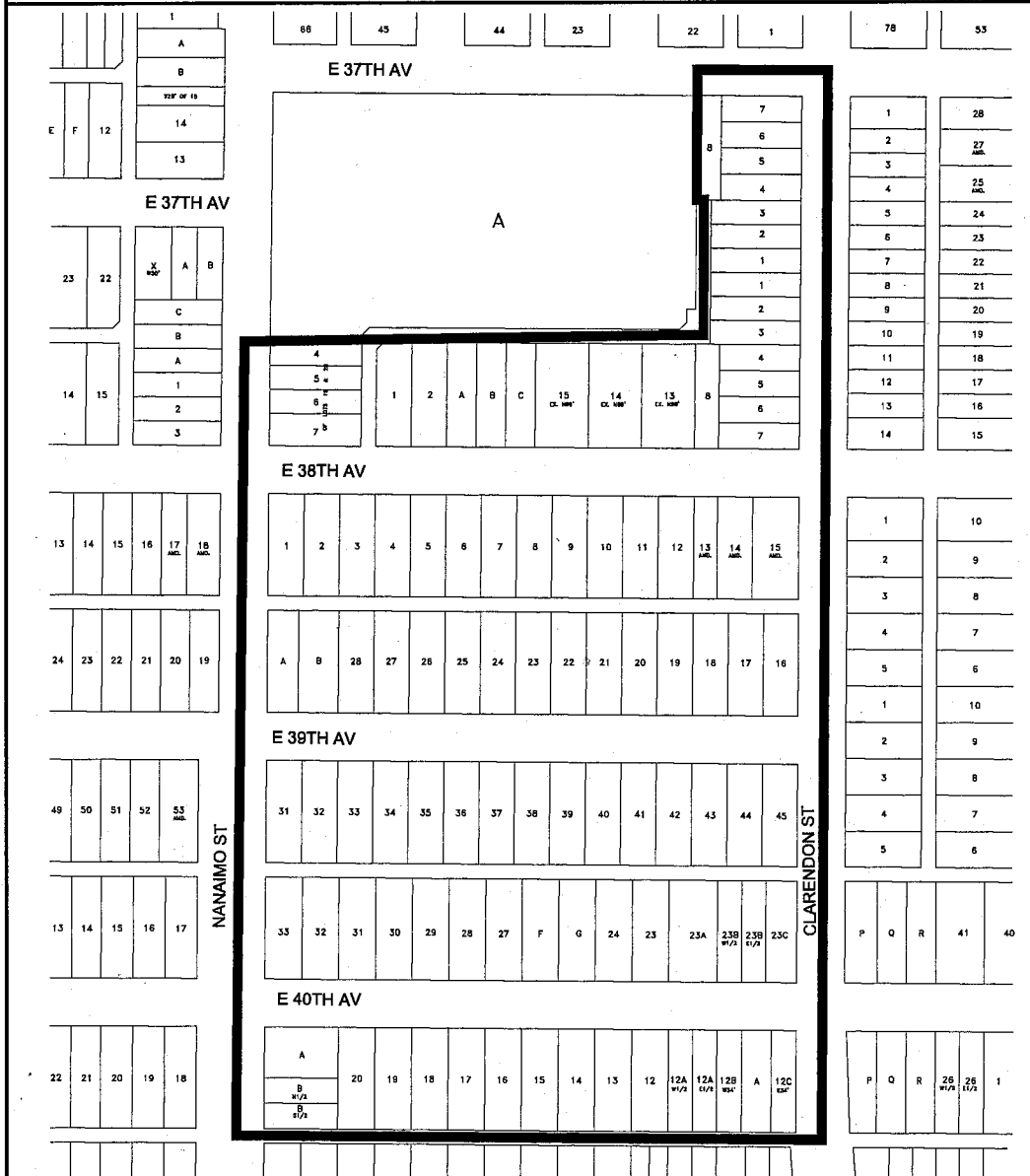
map: 2 of 8  
scale: NTS



City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



The properties outlined in black ( ——— ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 3 of 8  
 scale: NTS

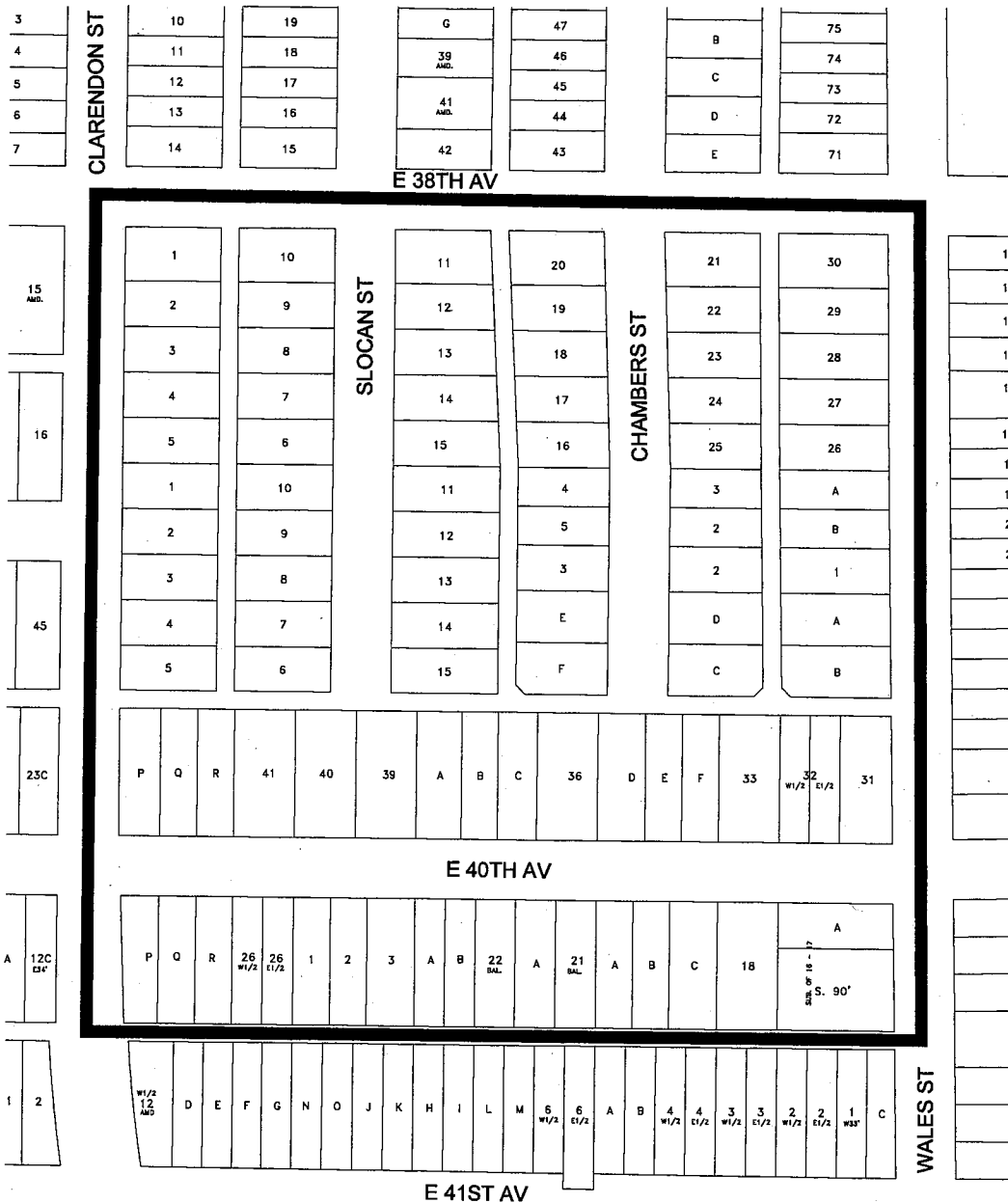


City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( **■** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 4 of 8

scale: NTS



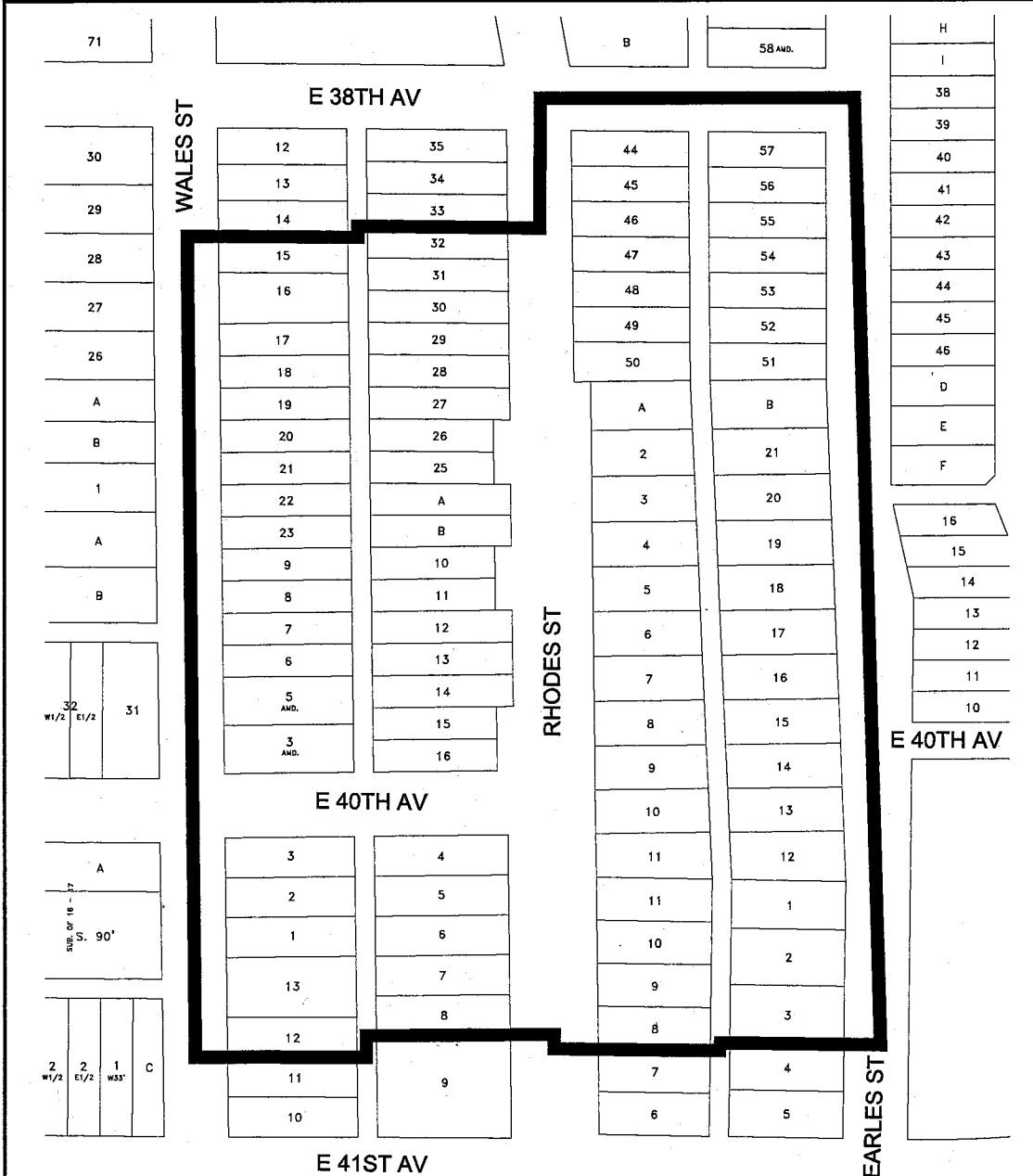
City of Vancouver

date: 2013-01-09



By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 5 of 8

scale: NTS

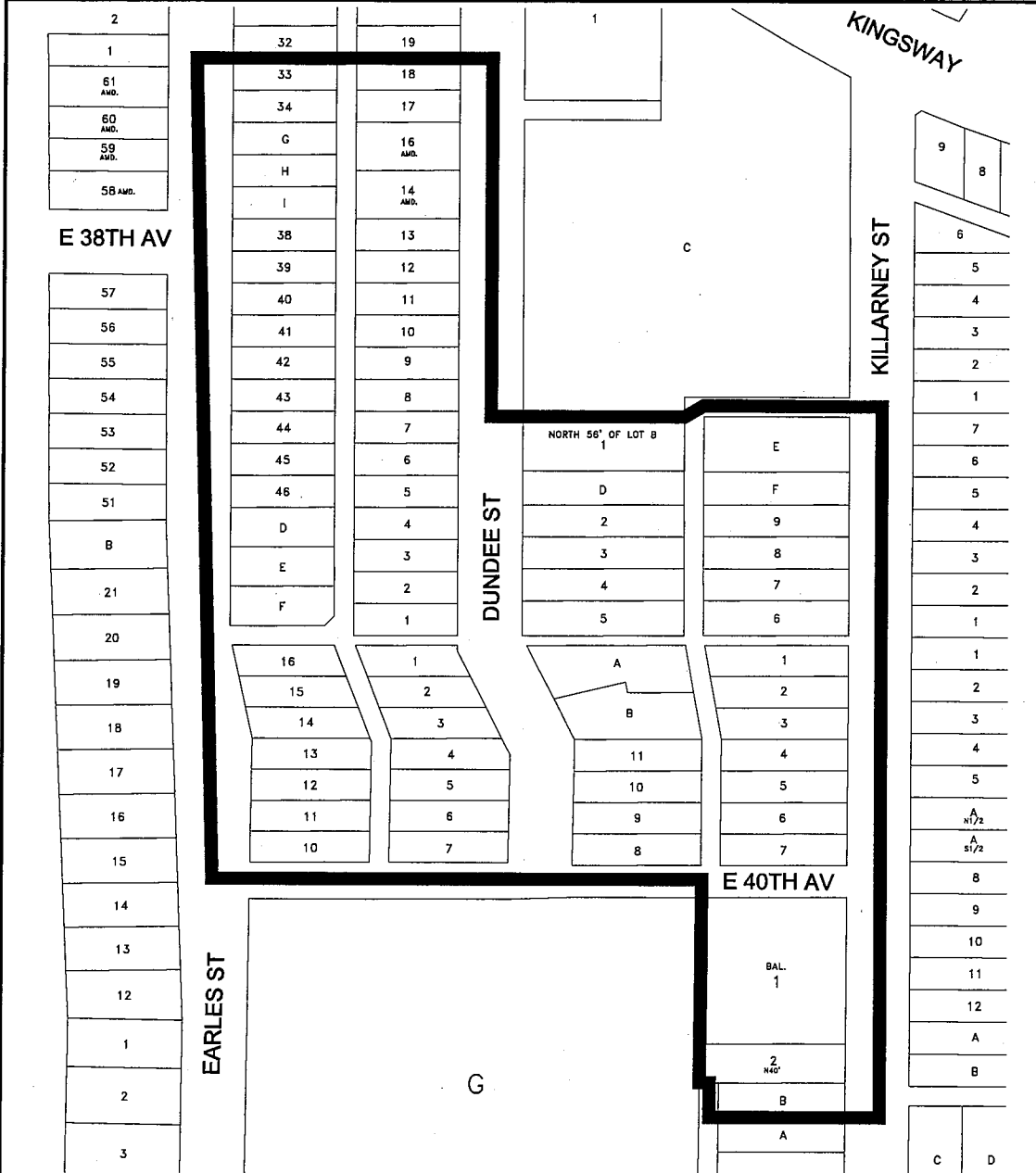


City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 6 of 8

scale: NTS

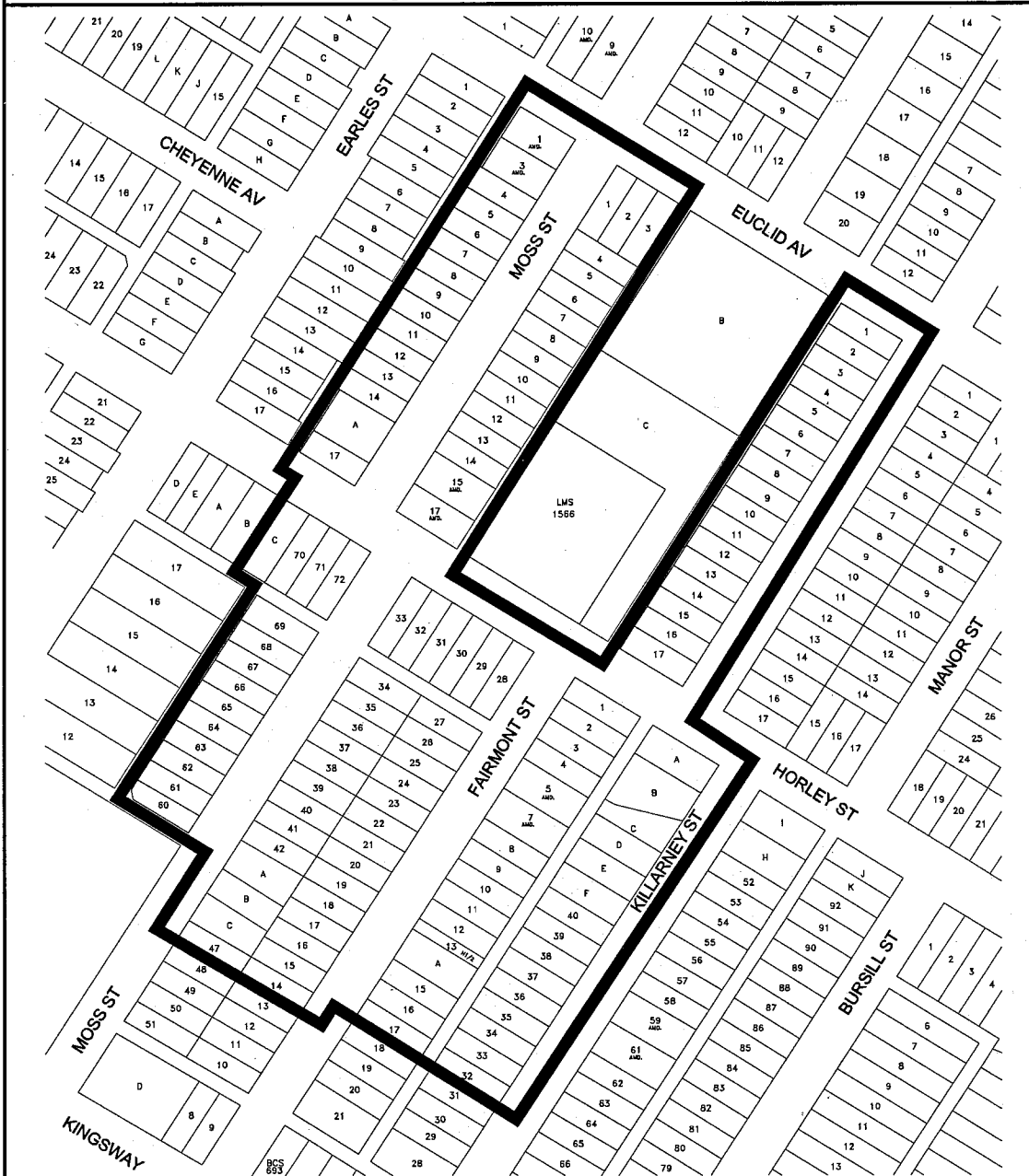


City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 7 of 8

scale: NTS



City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11

map: 8 of 8

scale: NTS



City of Vancouver

date: 2013-01-09

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( ——— ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11N

map: 1 of 4

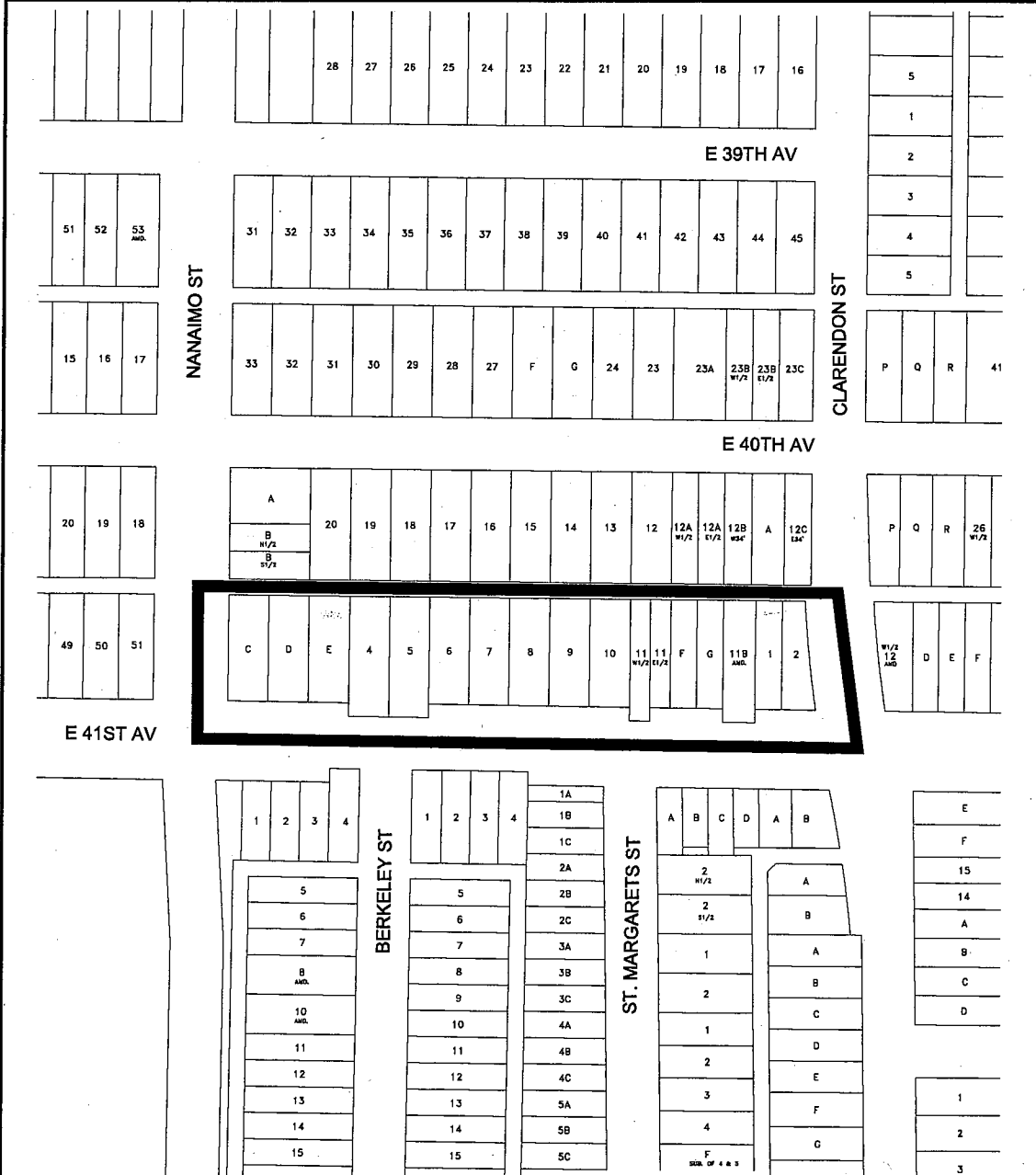
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City of Vancouver

date: 2013-01-11

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11N

map: 2 of 4

scale: NTS



City of Vancouver

date: 2013-01-11

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black (  ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11N

map: 3 of 4  
scale: NTS



City of Vancouver

date: 2013-01-11

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



The properties outlined in black ( **■** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RT-11N

map: 4 of 4

scale: NTS



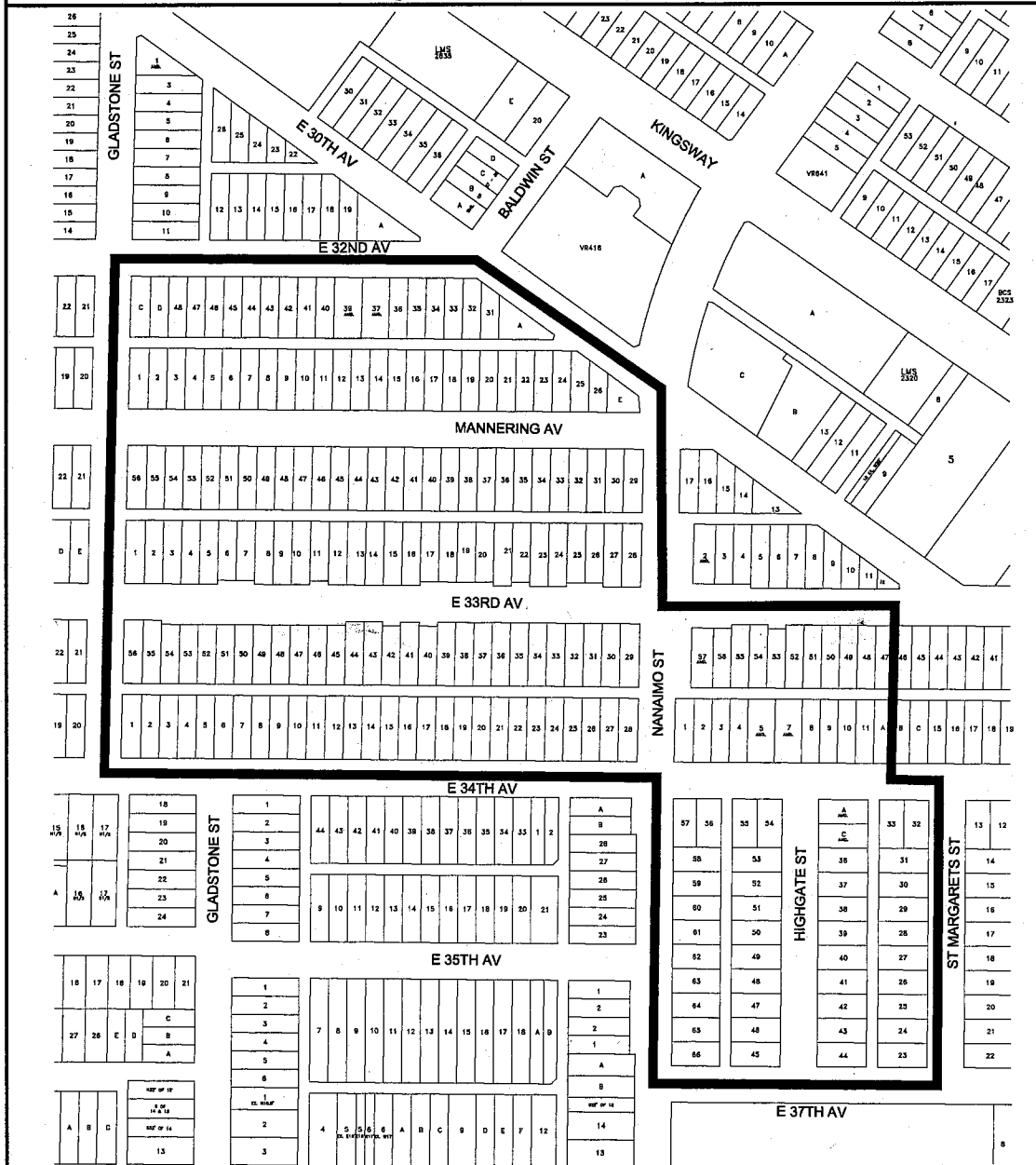
**City of Vancouver**

date: 2013-01-11



By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( ——— ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RM-7

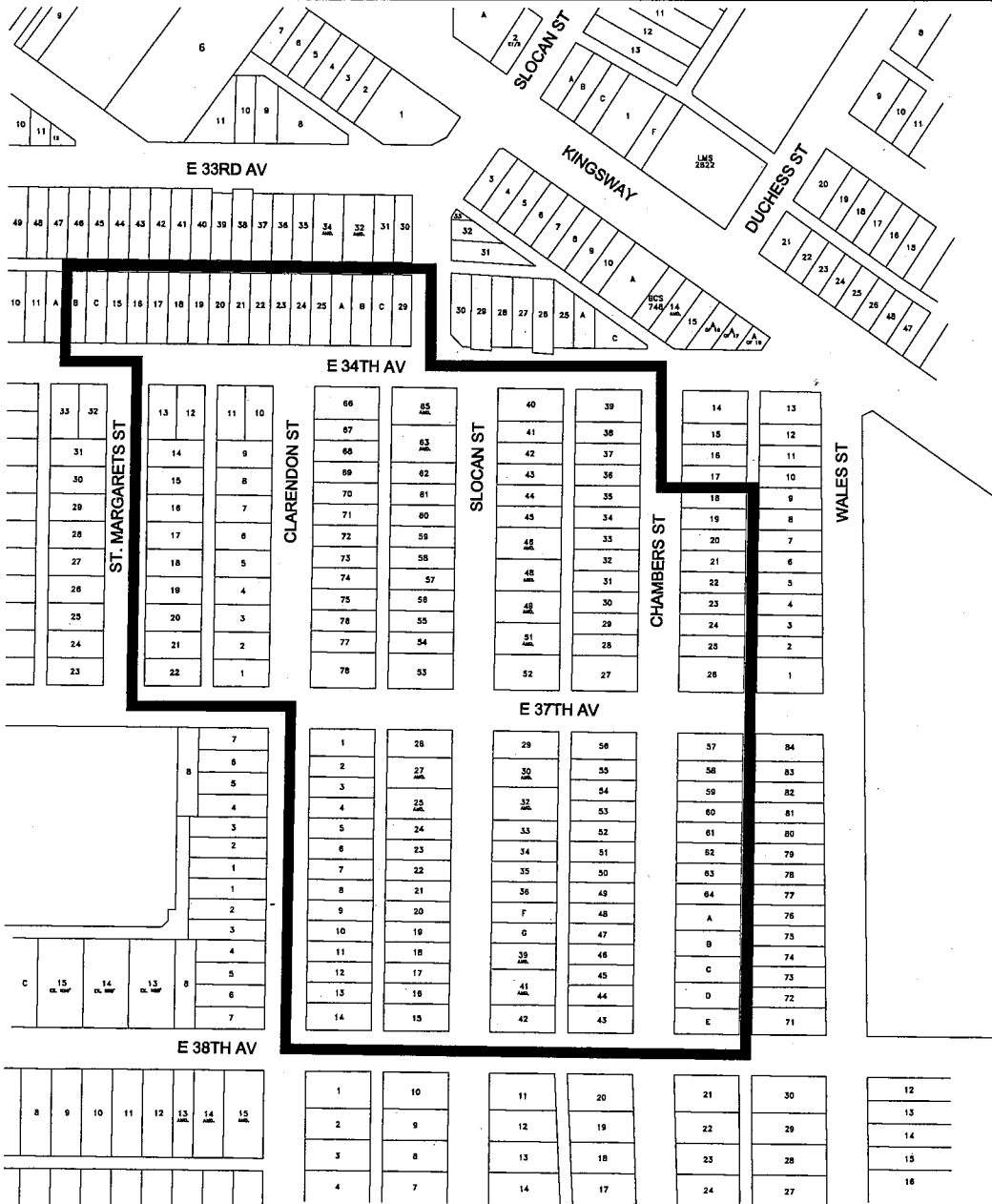
map: 1 of 4  
scale: NTS



City of Vancouver

date: 2013-01-03

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



The properties outlined in black ( ——— ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RM-7

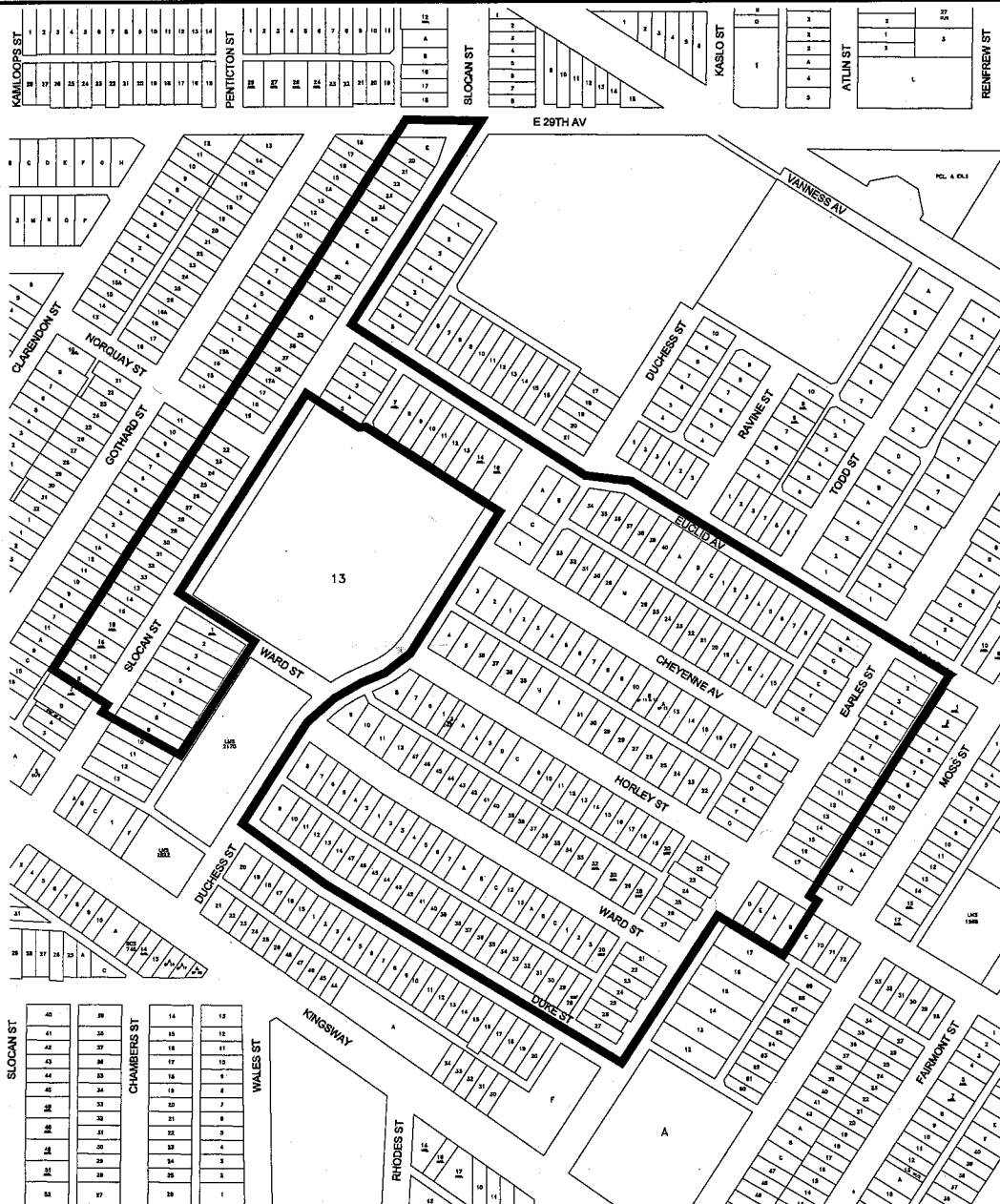
map: 2 of 4  
 scale: NTS



City of Vancouver

date: 2013-01-03

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
being the Subdivision By-law



The properties outlined in black ( ——— ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RM-7

map: 3 of 4

scale: NTS

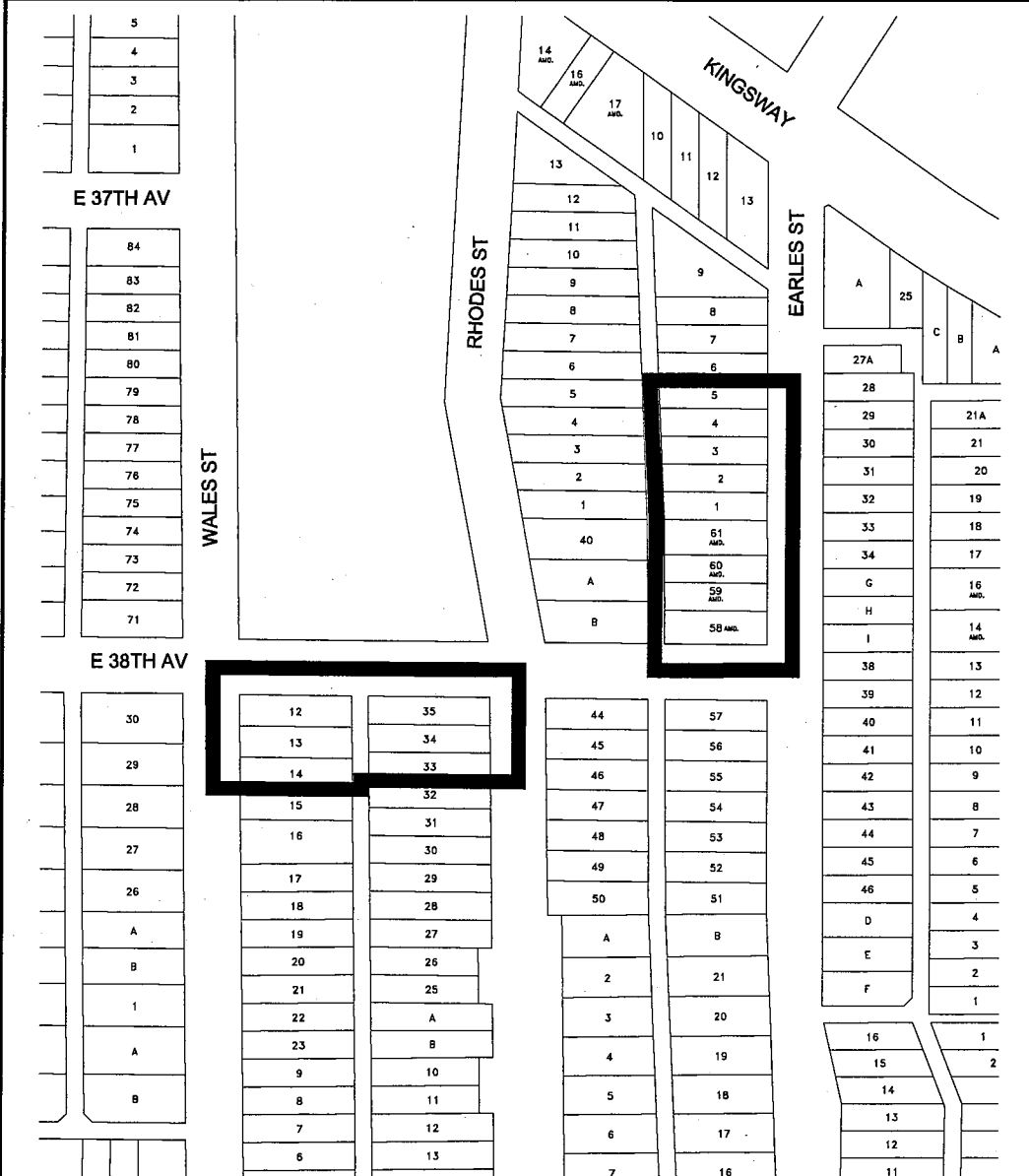


City of Vancouver

date: 2013-01-03

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black (  ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RM-7

map: 4 of 4

scale: NTS

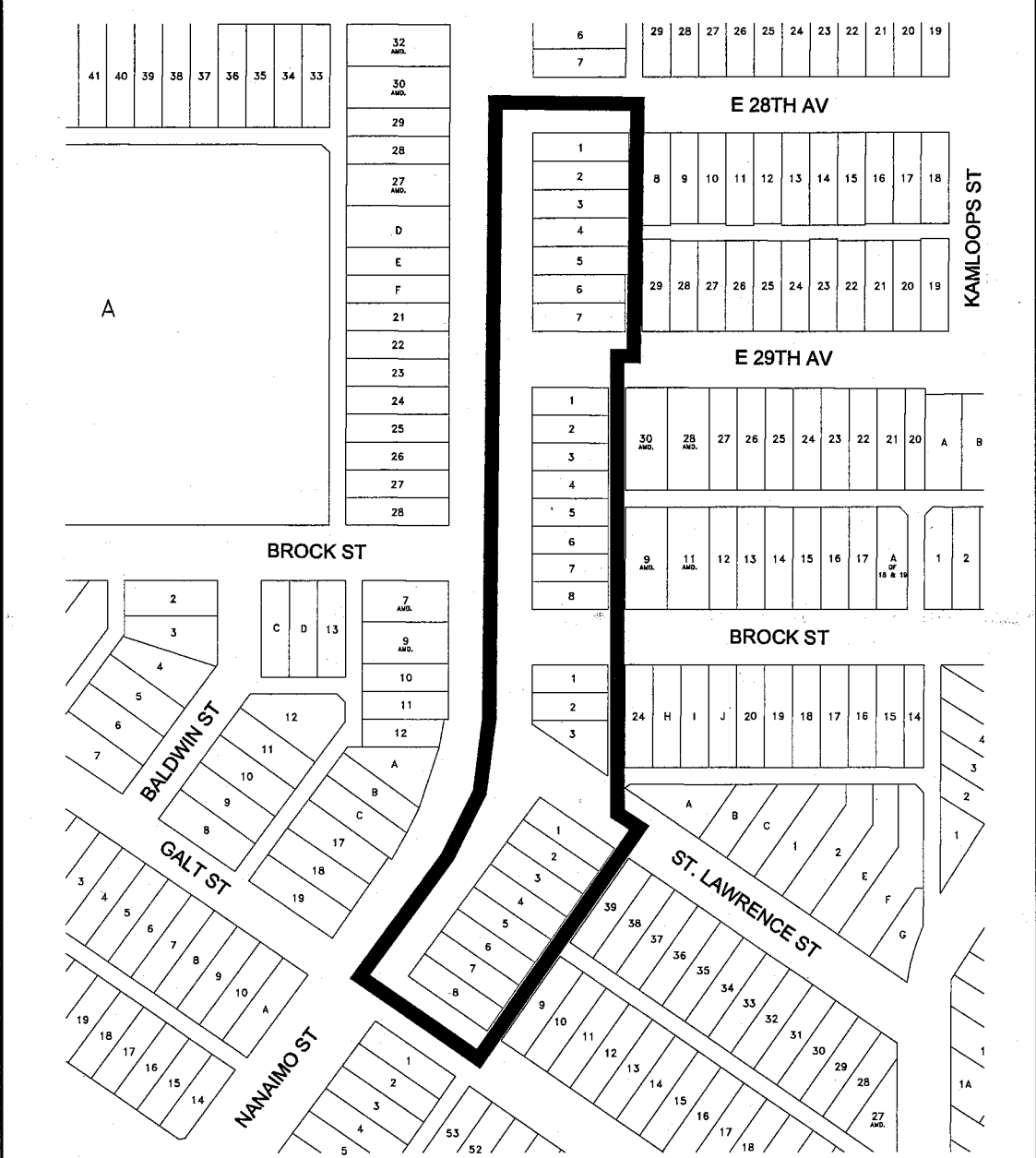


City of Vancouver

date: 2013-01-03

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black ( **█** ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Norquay Village RM-7N

map: 1 of 1

scale: NTS



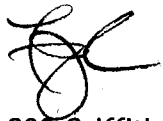
City of Vancouver

date: 2013-01-03

**EXPLANATION****Noise Control By-law amending By-law  
Re: 800 Griffiths Way**

This amendment, approved by Council after a public hearing on July 10, 12 and 19, 2012, makes provision specifically for Rogers Arena and the adjacent redevelopment in the Noise Control By-law.

Director of Legal Services  
May 28, 2013



800 Griffiths Way

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 G (Event Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (311) By-law No. 7201 800 Griffiths Way”

2. In section 2, in the definition of “point of reception”, Council;

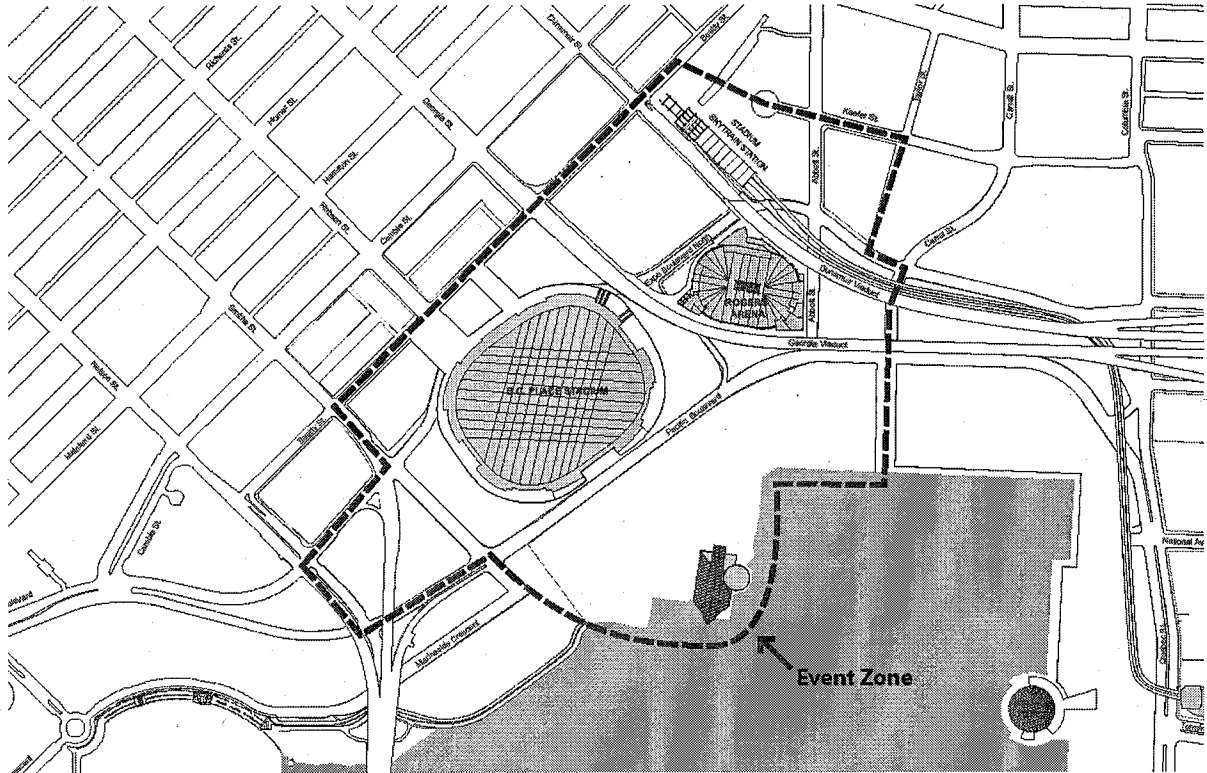
- (a) strikes out “and” at the end of paragraph (b);
- (b) strikes out paragraph (c);
- (c) substitutes:

“(c) in the case of noise emanating from inside Rogers Arena, a point as defined in sub paragraph (a) or (b) or a point immediately adjacent to and outside of any dwelling unit located within the site legally described as PID: 018-500-374, Lot 221, Plan LMP 12038”; and

- (d) in any case at least 1.2 m above the surface of the ground.”

3. Council strikes out Schedule B.2 and substitutes:

“



”

4. In section 14B, Council:

- (a) strikes out “or” at the end of paragraph (b);
- (b) strikes out “.” at the end of paragraph (c) and substitutes “, or”; and
- (c) after paragraph (c), adds:
  - “(d) emanates from Rogers Arena during a concert or sporting event, provided that the sound level does not exceed an average of 82dBC (Leq) when measured using an approved sound meter at the point of reception, for a continuous period of fifteen minutes.”



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

ENACTED by Council this       day of       , 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 800 Griffiths Way**

After the public hearing on July 10, 12 and 19, 2012, Council resolved to add 800 Griffiths Way to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 28, 2013



CD-1 Districts Parking Requirements  
800 Griffiths Way

BY-LAW NO. \_\_\_\_\_

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

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

800 Griffiths Way	By-law No. 7021	CD-1(311)	Parking, loading and bicycle spaces in accordance with by-law requirements on July 19, 2012, except that: <ol style="list-style-type: none"> <li>a) a minimum of 170 parking stalls must be provided for arena use;</li> <li>b) a minimum of one visitor parking space must be provided for each 20 residential units; and</li> <li>c) the Director of Planning or General Manager of Engineering Services may allow for substitution of shared vehicles and shared vehicle parking spaces for required parking spaces at a ratio of 1:5, on conditions satisfactory to that city official.</li> </ol>
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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 its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to amend the  
False Creek North Official Development Plan By-law  
Re: Area 7(a) (800 Griffiths Way)**

After the public hearing on July 10, 12 and 19, 2012, Council resolved to amend the False Creek North ODP By-law regarding land use in Area 7(a). 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  
May 28, 2013



False Creek North Official Development Plan  
Regarding land use in Area 7(a) and  
new Figures 3, 4, 5, 9b, 12a and 12c

**BY-LAW NO. \_\_\_\_\_**

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

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

1. This By-law amends the indicated provisions and figures of the False Creek North Official Development Plan By-law No. 6650.
2. In subsection 2.2.2, Council strikes out “General Motors Place” and substitutes “Rogers Arena”.
3. In subsection 3.3.1, Council:
  - a) strikes out “10,154”, “946,417”, and “12.53%”, and substitutes “10,768”, “984,336”, and “11.81%” respectively; and
  - b) in the final paragraph, strikes out “percent” and substitutes “%”.
4. In subsection 3.5.2.2, Council strikes out “General Motors Place” and substitutes “Rogers Arena”.
5. In subsection 3.9, Council strikes out the first sentence and substitutes:

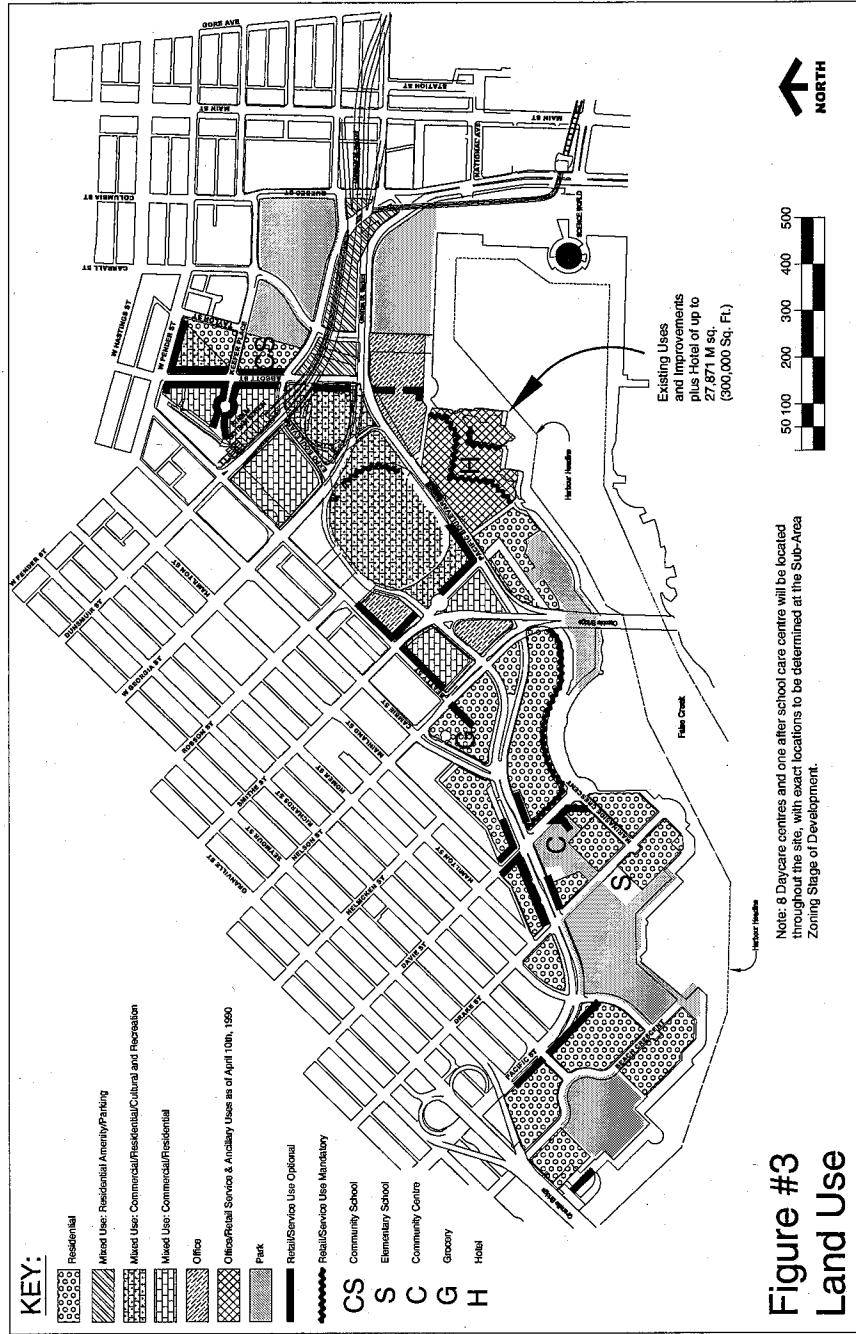
“ Buildings must not exceed 91 metres in height, except that a tower located in Sub-area 1B adjacent to the southwest corner of Pacific Boulevard and Homer Street, or located in Sub-area 7(a) must not exceed 110 metres in height.”
6. In subsection 6.9, Council strikes out the first sentence and substitutes:

“This area includes Rogers Arena which is a city and regional venue for sporting and entertainment events. The development of adjacent mixed use towers is intended to integrate the arena into the surrounding neighbourhood and provide office and residential uses in a central location. The site must include open public spaces to meet the public need for areas for celebration, gathering and access to and from arena events. Residential developments must be specifically designed to mitigate noise impacts arising from arena events and associated public activity.”

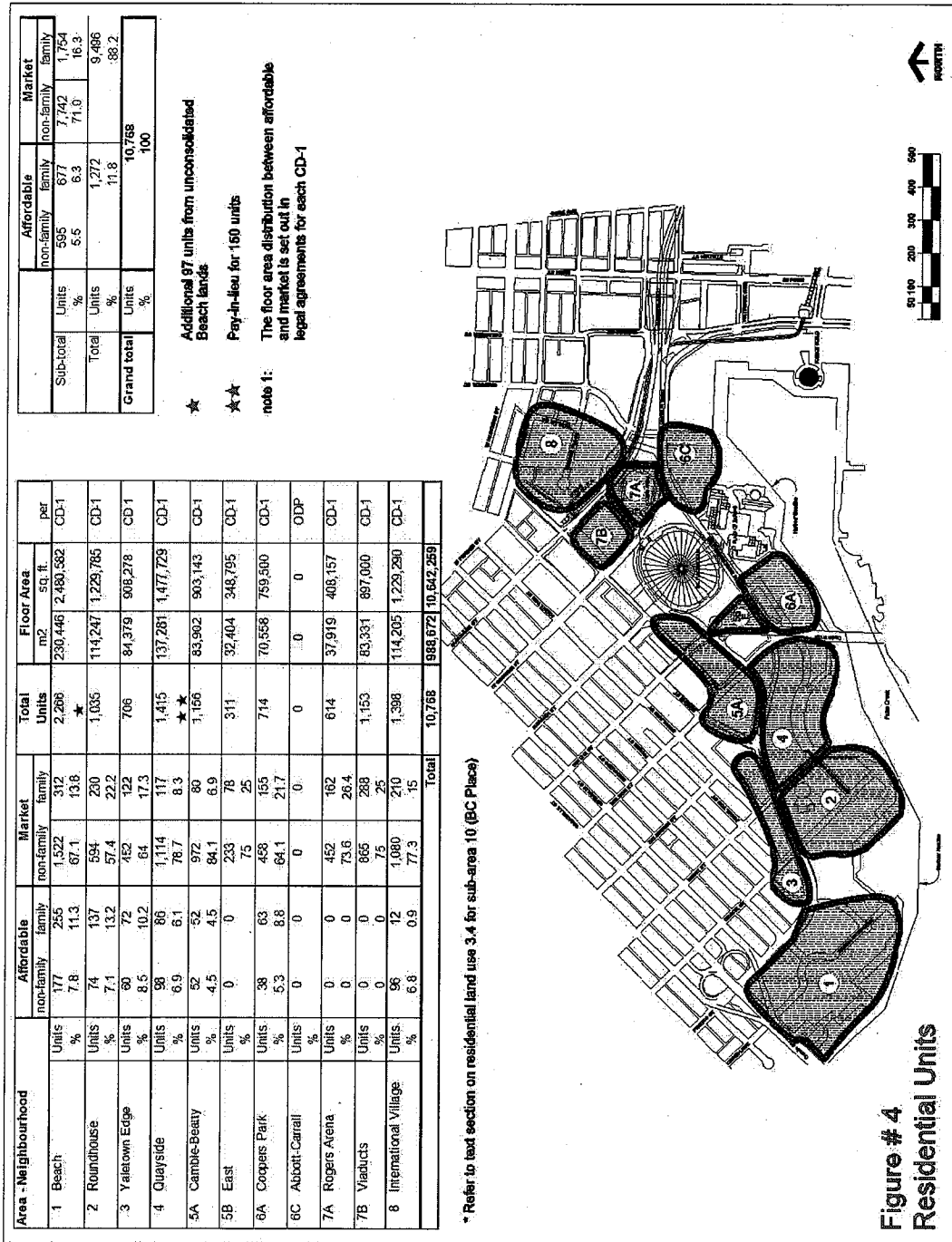
7. In section 7, Council:

a) repeals Figure 3, and substitutes:

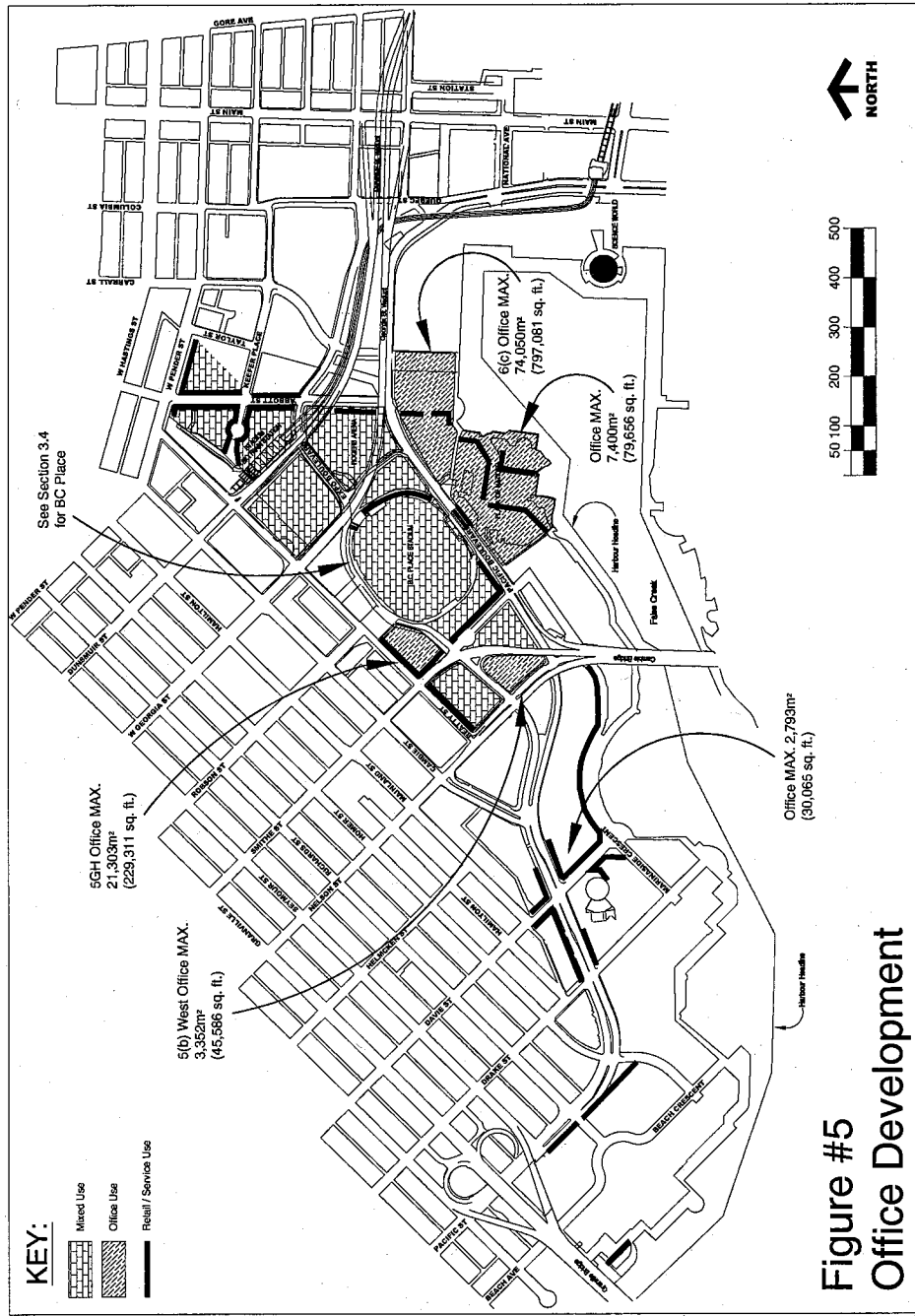
“



b) repeals Figure 4, and substitutes:



c) repeats Figure 5, and substitutes:

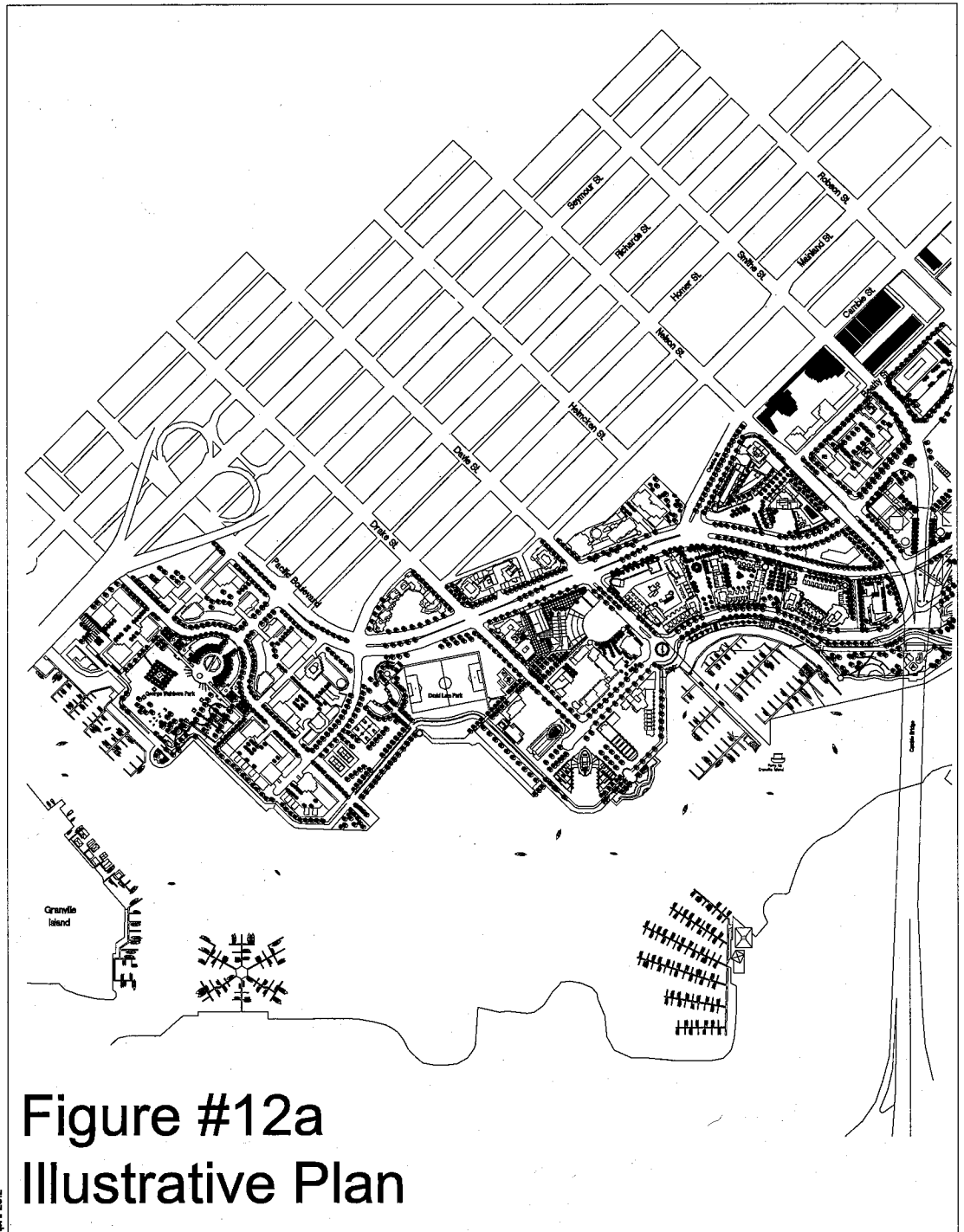


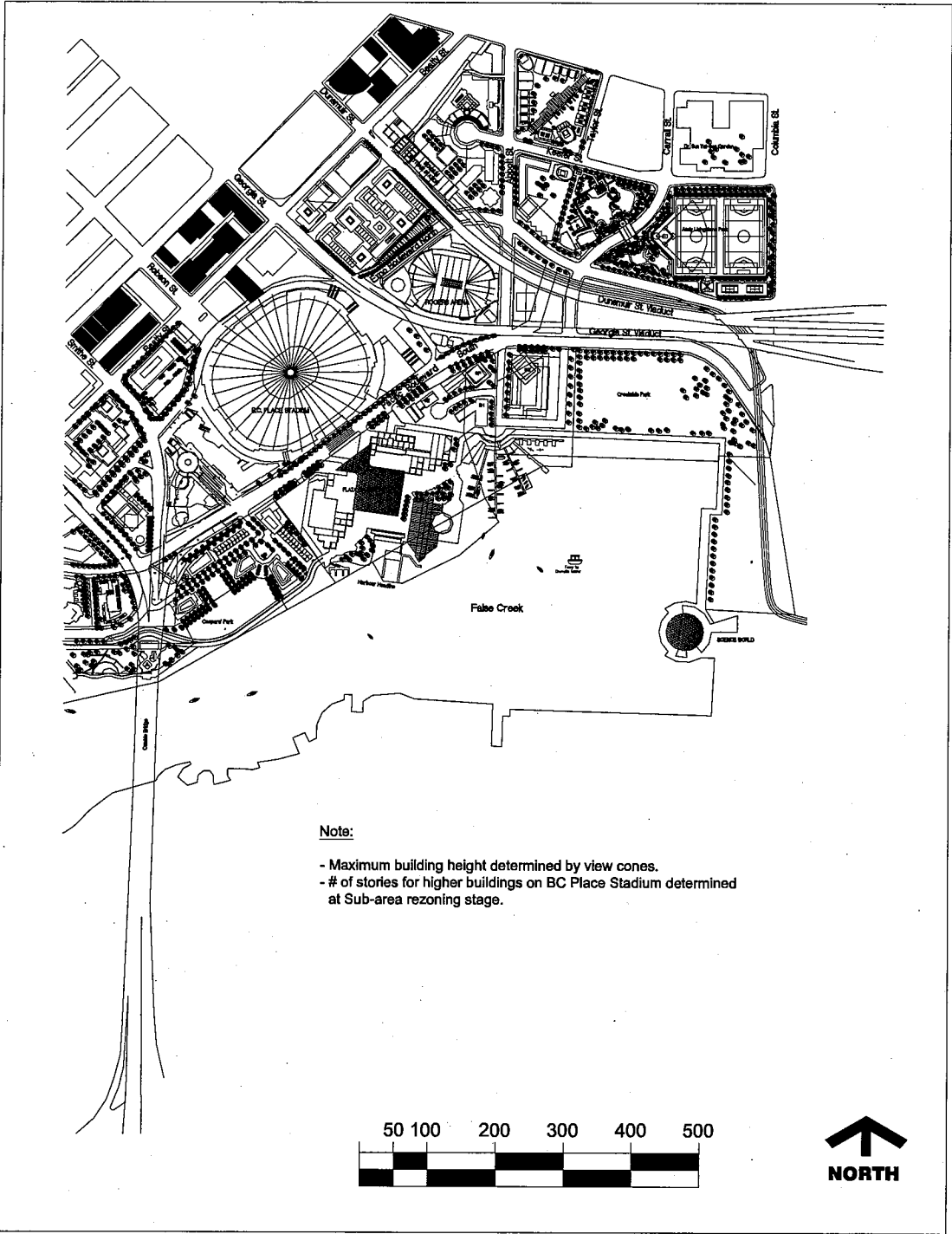




e) repeats Figure 12a, and substitutes:

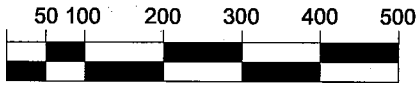
“





**Note:**

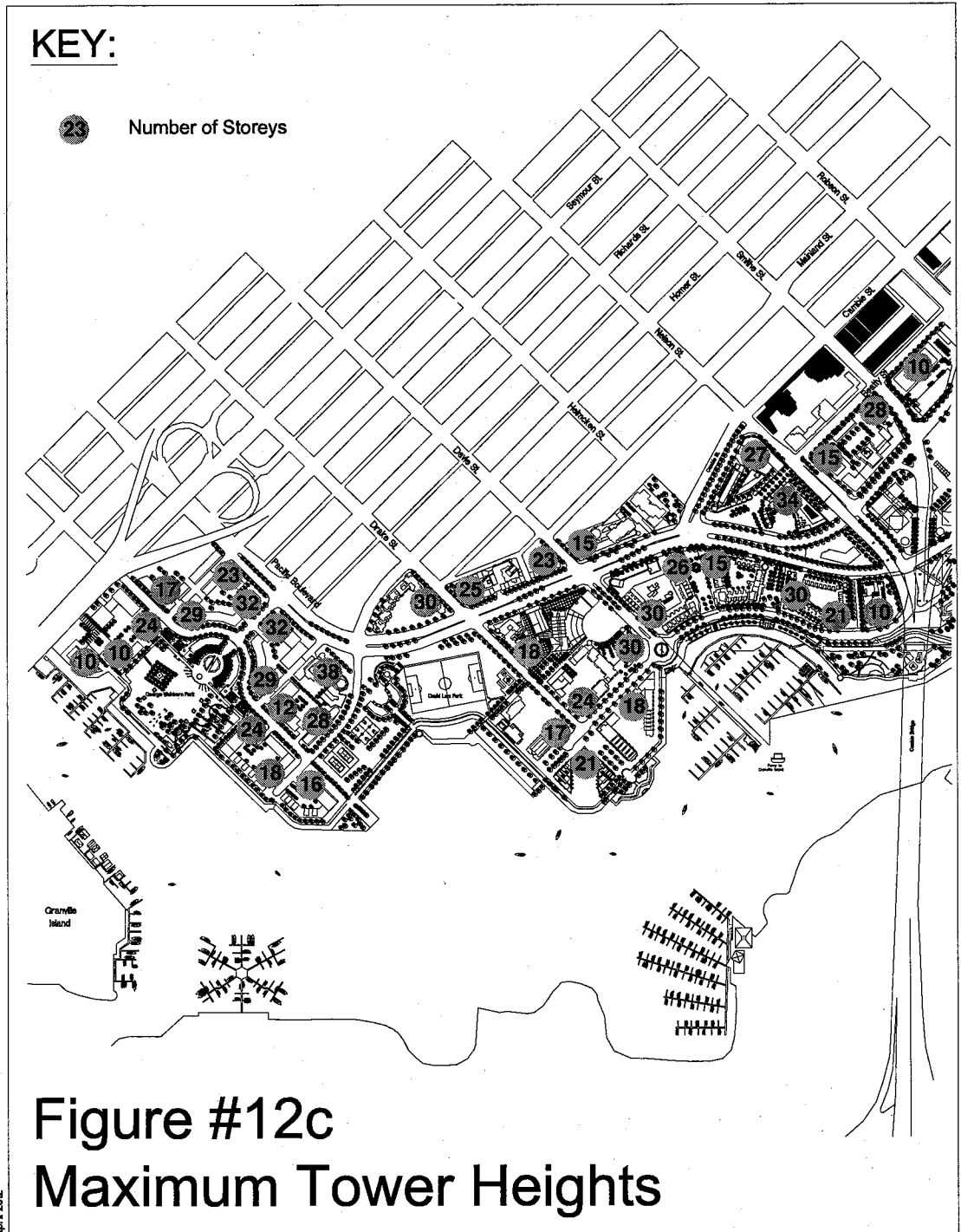
- Maximum building height determined by view cones.
- # of stories for higher buildings on BC Place Stadium determined at Sub-area rezoning stage.

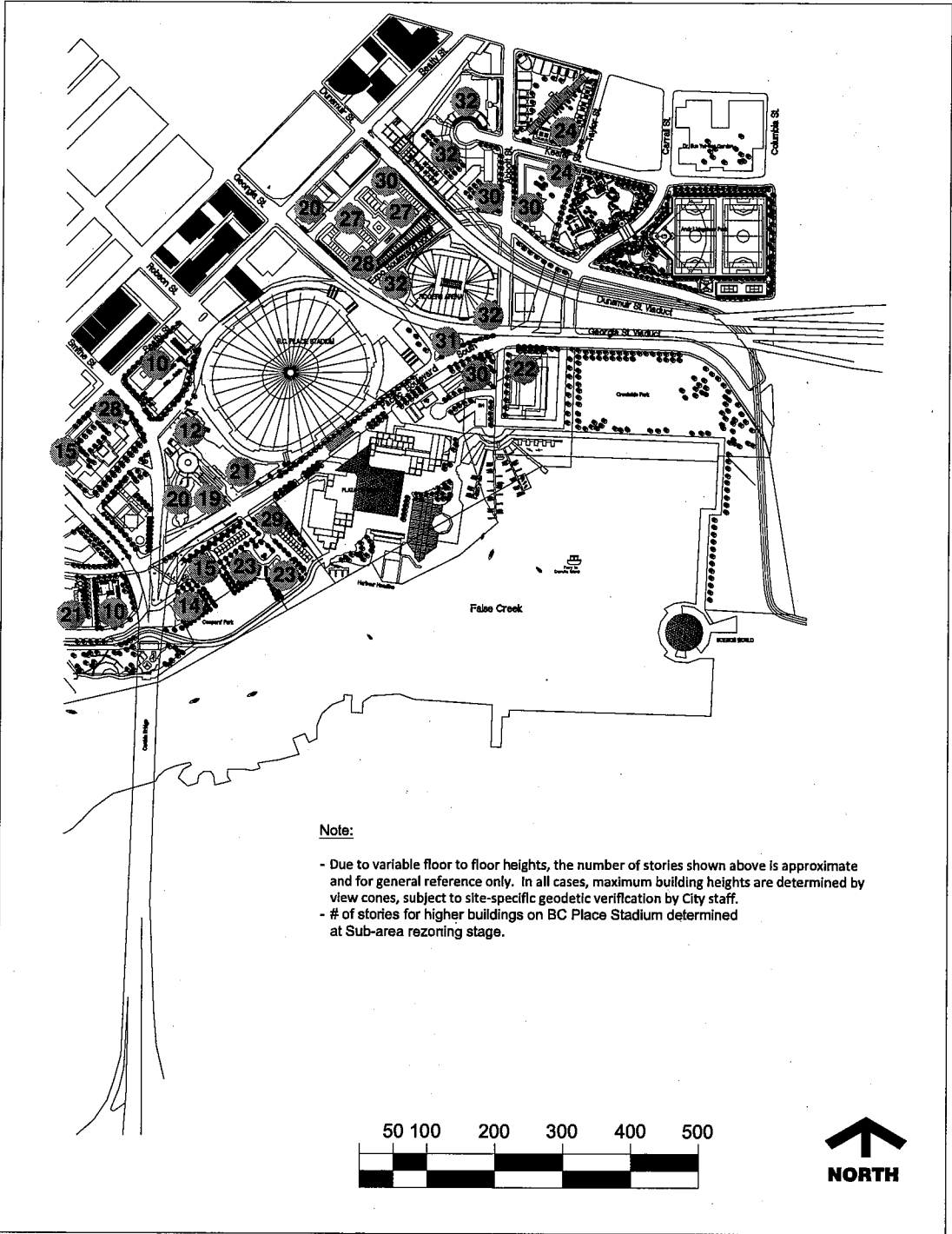


April 2012

f) repeats Figure 12c, and substitutes:

“





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

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

ENACTED by Council this                      day of                      , 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 800 Griffiths Way**

After the public hearing on July 10, 12 and 19, 2012, Council resolved to amend the Sign By-law regarding this site. 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  
May 28, 2013



800 Griffiths Way

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. In the title of Schedule H of the Sign By-law, Council strikes out "General Motors Place" and substitutes "Rogers Arena".
2. This By-law is to come into force and take effect on the date of enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1338 Continental Street**

Following public hearings on July 10, 12 and 19, 2012, Council approved the rezoning of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first execute a Housing Agreement pursuant to the STIR program to secure all 89 residential units in this development as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal 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  
May 28, 2013



1338 Continental Street

BY-LAW NO. \_\_\_\_\_

**A By-law to enact a Housing Agreement  
for 1388 Continental 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: 009-655-883

Lot C  
Block 112  
District Lot 541  
Plan 9442

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 \_\_\_\_\_, 2013

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Schedule A

LAND TITLE ACT

**FORM C**

(Section 233)

Province of British Columbia

**GENERAL INSTRUMENT - PART 1** (This area for Land Title Office Use)

Page 1 of 11 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)

009-655-883

Lot C Block 112 District Lot 541 Plan 9442

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 1 - 10	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB1974736 and Assignment of Rents BB1974737	Page 11	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):\*

**CRESSEY DRAKE HOLDINGS LTD.** (Inc. No. BC0737149)  
**THE BANK OF NOVA SCOTIA** (as to priority)

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

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

7. ADDITIONAL OR MODIFIED TERMS:\*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	13			<b>CRESSEY DRAKE HOLDINGS LTD.,</b> by its authorized signatory(ies):  <hr/> Signature and print name:  <hr/> Signature and print name:
<hr/> Stephen F. Hayward Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	13			<b>CITY OF VANCOUVER</b> by its authorized signatory:  <hr/> Francis Connell/Yvonne Liljefors

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

\* 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)

\_\_\_\_\_  
(as to both signatures)

Execution Date

Y	M	D
13		

Party(ies) Signature(s)

**THE BANK OF NOVA SCOTIA** by its  
authorized signatory(ies):

\_\_\_\_\_  
Signature and print name:

\_\_\_\_\_  
Signature and print name:

**OFFICER CERTIFICATION:**

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

**TERMS OF AGREEMENT - PART 2**

**STIR HOUSING AGREEMENT  
1388 Continental Street**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference February 15, 2013, shall be read as follows:

- (i) the Transferor, Cressey Drake 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 owner of the Lands;

C. The Owner has applied to rezone the Lands by CD-1 by-law (when and as enacted, the "Rezoning"), to permit construction of a ten-storey mixed use commercial and residential building with 89 affordable market rental residential units and related parking and amenity space, and wishes to qualify, pursuant to the City's Short Term Incentives for Rental ("STIR") program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential units;

D. Following a public hearings on July 10, 12 and 19, 2012, the Owner's said rezoning application was conditionally approved by City Council, subject to the condition that the Owner, *inter alia*:

Execute a housing agreement pursuant to the STIR program to secure all 89 residential units in this development as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services, the Managing Director of Social Development.

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

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

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

years, whichever is longer, or such other term as the City and the Owner may agree; and

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

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

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1 of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the Buildings:

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

- (a) **"Agreement"** means this STIR housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means any building or structure on the Lands (other than temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction) used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed, and includes any other building or structure used, occupied or constructed on the Lands to replace any such building, and any portion of any such building or structure; and **"Buildings"** means all such buildings and structures;
- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
- (d) **"City"** means the Transferee, the municipality of the City of Vancouver continued under the *Vancouver Charter*;
- (e) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (h) **"Designated Units"** means all Residential Units contained within the Building, being 89 such Units, together with all related common service and amenity areas

and systems, subject to final approval by the City as to form and contents, and “Designated Unit” means any one of them;

- (i) “Development Permit” means any development permit issued by the City authorizing the development on the Lands contemplated by the Rezoning;
- (j) “Director of Legal Services” means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (k) “For-Profit Affordable Rental Housing” means three or more new dwelling units in the same building or project, determined by the City Manager under Section 3.1 of the Vancouver DCL By-law to be affordable, but does not include alterations of or extensions to such units, where “determined by the City Manager” means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable; and “For-Profit Affordable Rental Housing Unit” means any one of such units;
- (l) “Land Title Act” means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (m) “Lands” means the parcel described in Item 2 in the Form C attached hereto;
- (n) “Losses” means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (o) “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;
- (p) “Occupancy Permit” means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (q) “Owner” means the registered owner of the Lands, being Cressey Drake Holdings Ltd. as of the Commencement Date, and includes any and all of the its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (r) “Replacement Designated Unit” is defined in Section 2(b);
- (s) “Residential Unit” means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (t) “Rezoning” is defined in Recital C;
- (u) “STIR” is defined in Recital C;



- (v) "**Term**" means the term of this Agreement, which will commence on the Commencement Date and will end on:
  - (i) the 60 year anniversary of that commencement date; or
  - (ii) the date as of which the Building is demolished or substantially destroyed, whichever occurs later;
- (w) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755 as amended from time to time, as in force and effect as of the reference date of this Agreement; and
- (x) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time.

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

- (a) the Lands and the Buildings shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Designated Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) shall also contain not less than the same number and type of replacement Designated Units as the Building formerly contained, which replacement Designated Units shall also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a "**Replacement Designated Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than 30 consecutive days;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to Section 17;
- (e) it will not suffer, cause or permit, the Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by subdivision plan or strata plan; and
- (f) that any sale of any Designated Unit (or any Replacement Designated Unit, as

applicable) in contravention of the covenant in Section 2(d), and any subdivision of the Buildings (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.

3. **Construction of Designated Units.** The Owner shall construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.

4. **Record Keeping.** The Owner shall keep accurate records pertaining to the use and rental of the Designated Units (and any Replacement Designated Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the City Manager. At the request of the City Manager, from time to time, the Owner shall make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure.

5. **Repair, Maintain and Insure.** The Owner shall keep and maintain the Building (or any replacement building(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure it to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner shall promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

Prior to the issuance of an occupancy permit for the Building or any part thereof, the Owner shall provide the City with such proof of the insurance required to be taken out pursuant to this Section 5, in form and substance satisfactory to the City. Thereafter and throughout the Term, forthwith upon request by the City, the Owner shall provide the City with similar proof of insurance.

6. **Substantial or Complete Destruction.** In the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the date when this Agreement has been executed by all parties to it, the Owner shall promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) shall be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

7. **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.

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

9. **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 set forth below. Any such notice, demand or request will be deemed given:

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

If to the City, addressed to:  
 City of Vancouver  
 453 West 12<sup>th</sup> Avenue  
 Vancouver, British Columbia  
 V5Y 1V4

Attention: Managing Director of Social Development  
 with copy to Director of Legal Services

If to the Owner, addressed to:  
 Cressey Drake Holdings Ltd.  
 800 - 925 West Georgia Street  
 Vancouver, British Columbia  
 V6C 3L2

Attention: President

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

10. **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 2(f).

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

12. **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.

13. **Vancouver Charter.** Nothing contained or implied herein will derogate from the

obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

14. **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.

15. **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 charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

16. **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.

17. **Sale of Lands or Buildings.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Buildings or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2(d), (e) and (f), the Owner shall cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee shall agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 17 shall apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number BB1974736 and the Assignment of Rents registered under number BB1974737;
- (b) **"Existing Chargeholder"** means The Bank of Nova Scotia;
- (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:

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

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

**END OF DOCUMENT**

**EXPLANATION****Authorization to modify an existing housing agreement  
Re: 71-77 East Hastings Street**

On April 10, 2013, Council resolved to approve an SRA conversion permit for 71-77 East Hastings Street, and instructed that the previously approved housing agreement be amended to provide that five dwelling units would be made available to tenants, who qualify under the provincial Shelter Aid For Elderly Renters program. The owner has consented to the adoption of this by-law in accordance with the requirements of section 565.2(4) of the Vancouver Charter. Enactment of the attached amending By-law will implement that resolution, and authorize Council to enter into an amended housing agreement with the land owner.

Director of Legal Services  
May 28, 2013

71-77 East Hastings Street

ABF

BY-LAW NO. \_\_\_\_\_

**A By-law to amend Housing Agreement By-law No. 9629  
for 71-77 East Hastings Street**

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

1. This By-law amends the indicated provisions of Housing Agreement By-law 9629.
2. Council authorizes the City to amend the housing agreement authorized by Housing Agreement By-law 9629, in substantially the form and substance of the amending agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the amending agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013

\_\_\_\_\_  
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 4 pages

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

Heidi Granger  
City of Vancouver, Law Department  
453 West 12<sup>th</sup> Avenue  
Vancouver, BC V5Y 1V4

Phone: 604-829-2001 (HG:mek) Client No. 10647

\_\_\_\_\_  
Signature of Solicitor or Agent

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

(PID)	(LEGAL DESCRIPTION)
029-066-468	Lot 1 Block 8 District Lot 196 Group 1 New Westminster District Plan EPP26724

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Modification to Section 219 Covenant BB0853043	Entire Instrument	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):\*

71-77 EAST HASTINGS HOLDINGS LTD. (Incorporation No. BC0943475)

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

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

7. ADDITIONAL OR MODIFIED TERMS:\*

N/A



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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Solicitor/Notary (as to both signatures)	13			71-77 EAST HASTINGS HOLDINGS LTD. by its authorized signatories:  <hr/> Signature and Print Name   <hr/> Signature and Print Name
<hr/>	13			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 ΔSEE SCHEDULEΔ and attach schedule in Form E.

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

TERMS OF INSTRUMENT - PART 2  
(71-77 East Hastings Street)

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
- (i) the Transferor, 71-77 EAST HASTINGS HOLDINGS LTD., is called the "Owner"; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the lands (the "Lands") described in item 2 of the Form C - General Instrument portion of this document.
- C. The Owner and the City entered into a housing agreement, enacted by City of Vancouver Bylaw No. 9629, now shown on title to the Lands as a legal notation and registered against title to the Lands as a covenant under number BB0853043 (the "Housing Agreement") by which, among other things, it is agreed that the Dwelling Units, as such term is defined in the Housing Agreement, will be used for purposes of rental accommodation for twenty (20) years.
- D. By resolution of its Council made at its meeting held April 10, 2013, the City has agreed to modify the Housing Agreement by way of this modification agreement (the "Modification") which will be enacted by bylaw, to, inter alia, provide that five (5) of the Dwelling Units are made available to tenants who are eligible for the provincial Shelter Aid for Elderly Renters.

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, the parties hereby agree as follows:

1. MODIFICATION OF HOUSING AGREEMENT

The Housing Agreement is hereby modified:

- a) by deleting the definition of "Dwelling Units" in Section 1(c) in its entirety and replacing it with the following:
  - "(c) "Dwelling Units" means the nineteen (19) residential units to be constructed as part of the renovation of the Building about to be undertaken by the Owner, seventeen (17) of which will be designated rooms under the Single Room Accommodation By-law No. 8733 and all replacements thereof;"
- b) by deleting the definition of "Term" in Section 1(f) in its entirety and replacing it with the following:
  - "(f) "Term" means the term of this Agreement being a period of twenty (20) years commencing on the day that an occupancy permit is issued for the Building;"
- c) by inserting the following section as Section 4 and renumbering the remaining sections of the Housing Agreement accordingly:
  - "4. Pursuant to Section 565.2 of the Vancouver Charter, at all times during the

Term, five (5) of the Dwelling Units shall be made available to tenants who are eligible for the provincial Shelter Aid for Elderly Renters.”

- d) by deleting the address for notice in Section 8(b) in its entirety and replacing it with the following:

“(b) 71-77 East Hastings Holdings Ltd.  
4th Floor, 52A Powell Street  
Vancouver, British Columbia  
V6A 1E7”

## 2. HOUSING AGREEMENT RATIFIED AND CONFIRMED

Except as hereby expressly modified, the Housing Agreement is hereby ratified and confirmed by the Owner and the City to the effect and with the intent that the Housing Agreement and this Modification shall be read and construed as one document.

## 3. AMENDMENT

No alteration or amendment of the Housing Agreement or this Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.

## 4. BINDING EFFECT

This Modification shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

## 5. TIME

Time shall be of the essence of this Modification.

## 6. INTERPRETATION

All terms used in this Modification which are defined in the Housing Agreement when used herein will have the meanings given to them in the Housing Agreement unless otherwise defined in this Modification or the context otherwise requires.

## 7. CONFLICT

In the event of any conflict between the terms and conditions of the Housing Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties have executed this Modification as of the day and in the year set out in the Form C to which it is attached, which form is a part hereof.