

**EXPLANATION****Debenture By-law  
Re: Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 25, 2013

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

**A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$49,293.11, for certain local improvement street work projects, including pavement, curbs, trees and bulges, and speed humps, and for imposing an annual special rate on real property specially benefited by such local improvements**

**PREAMBLE**

Council has deemed it desirable and necessary to carry out certain street work projects, including pavements and curbs, trees and bulges, and speed humps (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 23, 2013, describing and designating the Works as numbers 1 to 3 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$49,293.11, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$49, 293.11, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$208,094,288,656.00.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$837,884,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$49,293.11, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 26, 2013 and on June 26 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 26, 2013", and will be payable in each of the years 2013 to 2027, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2013 to 2027, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2013 to 2027, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 26<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2013, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (\_\_\_\_) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 26<sup>th</sup> day of June, 2013.

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Mayor

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Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	STREET WORK		6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2013	49,293.11	4,788.07	0.00	4,788.07
2014	44,505.04	2,117.77	2,670.30	4,788.07
2015	42,387.27	2,244.83	2,543.24	4,788.07
2016	40,142.44	2,379.52	2,408.55	4,788.07
2017	37,762.92	2,522.29	2,265.78	4,788.07
2018	35,240.63	2,673.64	2,114.43	4,788.07
2019	32,566.99	2,834.05	1,954.02	4,788.07
2020	29,732.94	3,004.10	1,783.97	4,788.07
2021	26,728.84	3,184.34	1,603.73	4,788.07
2022	23,544.50	3,375.40	1,412.67	4,788.07
2023	20,169.10	3,577.92	1,210.15	4,788.07
2024	16,591.18	3,792.60	995.47	4,788.07
2025	12,798.58	4,020.15	767.92	4,788.07
2026	8,778.43	4,261.37	526.70	4,788.07
2027	4,517.06	<u>4,517.06</u>	<u>271.01</u>	<u>4,788.07</u>
		49,293.11	22,527.94	71,821.05



**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 611 Main Street**

After a public hearing on February 21, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 611 Main Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 25, 2013

611 Main Street

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area to CD-1**

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

**Zoning District Plan amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-654 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (547).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (547) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, Museum or Archives, and Theatre;
- (b) Dwelling Uses, in conjunction with any of the uses listed in this section 2.2;
- (c) Institutional Uses, limited to Church, Public Authority Use, and School - University or College;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Clothing Manufacturing, Furniture or Fixtures Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Non-metallic Mineral Products Manufacturing - Class A, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Shoes or Boots Manufacturing, and Textiles or Knit Goods Manufacturing;
- (e) Office Uses;

3.3 Permitted uses must not include bulk storage of vegetable oil or fat, fish, fish oil or meal, scrap, junk, chemicals, paints, varnishes, rags, cotton waste, petroleum, bitumen or tar products or derivatives, or similar flammable products or materials.

3.4 Dwelling units are in an “intermediate zone”, as defined in the Noise Control By-law and as such, are subject to the noise levels permitted in industrial and downtown districts.

3.5 The floor area of each dwelling unit, measured from the inside of all outer walls, must be at least 37 m<sup>2</sup>, except that the Director of Planning may permit a dwelling unit with a floor area of no less than 29.7 m<sup>2</sup> in the second, third, fourth, fifth, sixth and seventh storeys of the building.

3.6 Neighbourhood Public House use is subject to compatibility with surrounding uses, number of existing neighbourhood public houses, hours of operation, social and policing impacts, and noise control.

### Height

4.1 The building height, measured above base surface, must not exceed 45.7 m, except that the building must not protrude into Council approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

4.2 Notwithstanding section 4.1 of this By-law, the Director of Planning may permit an increase in building height of no more than 5%, if the Director of Planning first considers all applicable Council policies and guidelines.

### Floor Area

5.1 The floor area for all uses must not exceed 12 165 m<sup>2</sup>, except that the maximum floor area for dwelling uses must not exceed 10 925 m<sup>2</sup>.

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

5.3 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (547).

6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
  - (i) 10% or less of the total floor area of the dwelling unit, or
  - (ii) 9.3 m<sup>2</sup>.

#### Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

#### Severability


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

**Schedule A**



The properties outlined in black (  ) are rezoned:  
From **HA-1A** to **CD-1**

**Z-654 (a)**

<b>RZ - 611 Main Street</b>	map: 1 of 1	
<b>City of Vancouver</b>	scale: NTS	
<b>date: 2013-02-05</b>		

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 749 West 33<sup>rd</sup> Avenue**

After the public hearing on April 9, 2013, Council approved a recommendation to amend the CD-1 By-law for this site and passed a resolution requiring that a Housing Agreement for 749 West 33<sup>rd</sup> Avenue, securing all nine residential units in the development as rental units for the greater of 60 years or the life of the building, and satisfactory to the Managing Director of Social Development and the Director of Legal Services, be entered into by the City and the land owner prior to enactment of the amendments to the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of the same as a By-law as contemplated by section 565.2 of the *Vancouver Charter*. Enactment of the attached By-law will complete the process to implement that resolution, and authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services  
June 25, 2013



**LAND TITLE ACT  
FORM C (Section 233) CHARGE**

**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

**LOCK**

PAGE 1 OF 2 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, R.S.B.C. 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent) **Import Profile**

**Lynda Stokes, Barrister & Solicitor  
Murdy & McAllister  
1155 - 555 Burrard Street  
Vancouver BC V7X 1M8**

Phone: 604 689-5263  
File: 4653

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
[PID] [LEGAL DESCRIPTION]

**007-755-414 BLOCK 1170, DISTRICT LOT 526, PLAN 14699**

**No PID NMBR**

STC? YES

**Pick up STC?**

**Use 30 Parcel Schedule**

**Use 3 Parcel Schedule**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Use Schedule**

**Covenant**

**under section 219 of the Land Title Act**

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

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

**Use Schedule**

**CATHOLIC CHARITIES OF THE ARCHDIOCESE OF VANCOUVER (INC. NO. 27 108-S)  
PROVIDENCE HEALTH CARE SOCIETY (INC. NO. S41359)**

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

**Use Schedule**

**CITY OF VANCOUVER, A MUNICIPAL CORPORATION  
453 WEST 12TH AVENUE**

**VANCOUVER**

**BRITISH COLUMBIA**

**V5Y 1V4**

**CANADA**

**Joint Tenants?**

7. ADDITIONAL OR MODIFIED TERMS:

**Use Schedule**

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**

Y	M	D

Transferor(s) Signature(s)

**CATHOLIC CHARITIES OF THE  
ARCHDIOCESE OF VANCOUVER  
by its authorized signatories:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

**OFFICER CERTIFICATION:**

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

**More Signatures**



**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date		
Y	M	D

Transferor / Borrower / Party Signature(s)

PROVIDENCE HEALTH CARE  
SOCIETY by its authorized signatories:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_  
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.

**More Signatures**

## TERMS OF INSTRUMENT - PART 2

### WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference June 1, 2013, shall be read as follows:

- (i) the Transferor, Catholic Charities of the Archdiocese of Vancouver, is called the "**Owner**" as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "**City**" when referring to corporate entity and "**City of Vancouver**" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands which are currently leased to Providence Health Care Society ("**Providence**") by way of a lease registered in the Land Title Office under no. BP91924 (the "**Lease**");

C. The Owner is a non-profit organization, and a portion of the Lands, after completion of the redevelopment contemplated by the Rezoning, will be used for social housing, as contemplated by section 523D(10)(d) of the *Vancouver Charter*;

D. The Owner has applied to amend CD-1 (82) By-law No. 4671 for the Lands (the "**Rezoning**") to add General Office and Dwelling Uses as permitted uses in the Site (as defined herein), to enable construction of a six-storey, 6,438 m<sup>2</sup> (69,299 sq. ft.) pastoral centre on the Site, to be used for offices, a chapel, archives, meeting space and nine residential units as housing for retired clergy (the "**Development**"), and following a public hearing on April 9, 2013, the City's Council approved the Rezoning subject to a number of conditions, including that the Owner:

"Make arrangements to the satisfaction of the Director of Legal Services and the Managing Director of Social Development to enter into a Housing Agreement securing all nine residential units in the development for 60 years or the life of the building, whichever is greater, as rental housing, and subject to the following additional conditions in respect of those units:

- that lands and building may not be subdivided by deposit of a strata plan;
- that none of those residential units may be separately sold;
- that all such residential units will be rented only to retired seniors, with preference being given to retired priests from within the Archdiocese of Vancouver who have attained the age of 75;
- that at least 30% of the residential units (the "social housing units") will have rents affordable to priests whose incomes are below the applicable CMHC Housing Income Limits;
- that the social housing units will comply with the definition of "social housing" in the applicable City development cost levy by-law;
- that none of the residential units will be rented for less than one month at a time; and

- such other terms and conditions as the Director of Legal Services and the Managing Director of Social Development may in their sole discretion require.”; and

E. The Owner and the City are now entering into this Agreement to satisfy the foregoing 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 all structures to be renovated or built on the Lands as contemplated by the Development Permit, provided that if the Building is subdivided in accordance with Section 3 of this Agreement, then Building will be deemed to mean the Residential Building;
  - (c) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
  - (d) **"Development Permit"** means the development permit given by the City to enable the Development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
  - (e) **"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;
  - (f) **"Dwelling Units"** means the nine residential units to be constructed in the Building as part of the Development, and **"Dwelling Unit"** means any one of them, and includes any and all dwelling units constructed in a replacement building on the Lands or that exist on the Lands from time to time;
  - (g) **"Dwelling Unit Parcel"** is defined in Section 3 of this Agreement;
  - (h) **"Housing Income Limits"**, formerly known as Core Need Income Threshold, means the housing income limits for subsidized housing in Vancouver published by the British Columbia Housing Management Commission or their successors in function from time to time, which is the maximum gross household income an applicant may have in order to be eligible for subsidized housing in Vancouver;

- (i) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (j) "**Lands**" means the parcel described in Item 2 in the Form C attached hereto;
- (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) "**Owner**" means Catholic Charities of the Archdiocese of Vancouver, and includes any and all of its respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) "**Rental Housing**" means a dwelling unit which shall not be occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public or to a specified group of individuals among the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (n) "**Residential Building**" means that portion of the Building containing all nine Dwelling Units remaining within the Dwelling Unit Parcel following a subdivision of the Site or the Building in accordance with Section 3 of this Agreement;
- (o) "**Rezoning**" is defined in Recital D of this Agreement;
- (p) "**Site**" means that western portion of the Lands known as sub-area C as shown in Plan EPP31951, a reduced copy of which is attached as Schedule A;
- (q) "**Term**" means the term of this Agreement being 60 years from the date of its registration in the LTO or the life of the Building, whichever is greater; and
- (r) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Restrictions on Use, Sale and Subdivision. Pursuant to Section 219 of the *Land Title Act* and Section 565.2 of the *Vancouver Charter*, The Owner agrees that, throughout the Term:

- (a) the Site and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) a non-profit organization, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter*, will at all times be and remain the registered and beneficial owner of the Lands;
- (c) the Dwelling Units will only be used for social housing, as that term is contemplated by section 523D(10)(d) of the *Vancouver Charter* and by the

*Vancouver Development Cost Levy By-law No. 9755*, and the City acknowledges that if and so long as the Dwelling Units are owned and used as required by this Agreement, they will qualify as such “social housing”;

- (d) all Dwelling Units will only be used for the purpose of providing Rental Housing to persons who are retired and over the age of 55, with priority given to retired priests from within the Archdiocese of Vancouver who have attained the age of 55;
- (e) at least thirty percent (30%) of the Dwelling Units will have rents affordable to priests whose incomes are below Household Income Limits as that amount is determined as of the commencement of each rental term for the tenancy of each such Dwelling Unit;
- (f) none of the Dwelling Units will be rented for less than one month at a time;
- (g) except by way of a tenancy agreement to with the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Dwelling Unit to be sold or otherwise transferred unless title to every Dwelling Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner;
- (h) subject to section 3, it will not suffer, cause or permit the Site or Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (i) that any sale of a Dwelling Unit in contravention of the covenant in section 2(g), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 2(h), 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;
- (j) it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If the Building or any part thereof is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council.

3. Subdivision of Dwelling Units. Despite subsection 2(h),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected council and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Site or the Building, by strata plan, air space plan or

otherwise, that creates a single titled parcel including all of the Dwelling Units or a leasehold subdivision that removes the Site from the Lease whereupon the Site includes all of the Dwelling Units (in this section, "**Dwelling Unit Parcel**"); and

- (b) following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels or portion of the Lands other than the Dwelling Unit Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Dwelling Unit Parcel; provided, that:
  - (i) 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 Dwelling Units pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. Record Keeping. The Owner will keep accurate records pertaining to the use of the Building and Dwelling Units as stipulated in Section 2 above, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner shall make these records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

5. Consent by Tenant. Providence hereby provides its consent to this Agreement and its registration on title to the Lands provided that the Section 219 Covenant given hereby applies only to the Site.

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 injury, loss, damage or expense suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

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:

Catholic Charities of the Archdiocese of Vancouver  
150 Robson Street  
Vancouver, British Columbia  
V6B 2A7

Attention: Jim Radford, Director of Project Management

and

Providence Health Care Society  
1081 Burrard Street  
Vancouver, British Columbia  
V6Z 1Y6

Attention: Zulie Sachedina, Vice President, Human Resource & General Counsel

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 (3<sup>rd</sup>) 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(g), 2(h) and 3.

10. 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.

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 Roads and 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.



