

**EXPLANATION****Noise Control By-law amending By-law  
Re: 1388 Continental Street**

This amendment, approved by Council after a public hearing on July 10, 12 and 19, 2012, adds 1388 Continental Street to the Noise Control By-law.

Director of Legal Services  
September 24, 2013

1388 Continental Street



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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (549) By-law No.10756 1388 Continental Street"
2. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 1388 Continental Street**

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  
September 24, 2013



**EXPLANATION**

**Noise Control By-law amending By-law  
Re: 6361-6385 Cambie Street**

This amendment, approved by Council after a public hearing on March 14, 2013, adds 6361-6385 Cambie Street to the Noise Control By-law.

Director of Legal Services  
September 24, 2013

6361-6385 Cambie Street

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



**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (548) By-law No. 10760 6361-6385 Cambie Street"
2. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 6361-6385 Cambie Street**

After the public hearing on March 14, 2013, Council resolved to amend the Parking 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  
September 24, 2013





**EXPLANATION****A By-law to amend the Sign By-law  
Re: 6361-6385 Cambie Street**

After the public hearing on March 14, 2013, 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  
September 24, 2013

6361-6385 Cambie Street



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

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

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

1. To Schedule E of the Sign By-law, Council adds:  
"6361-6385 Cambie Street CD-1 (548) By-law No. 10760 B (C-2)"
  
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

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 1265-1281 Howe Street and 803-821 Drake Street**

This amendment, approved by Council after the public hearing on April 16, 2012, adds 1265-1281 Howe Street and 803-821 Drake Street to the Noise Control By-law.

Director of Legal Services  
September 24, 2013

1265-1281 Howe Street and  
803-821 Drake Street

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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (551) By-law No. 10754 1265-1281 Howe Street and  
803-821 Drake Street"
2. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 1265 Howe Street and 803-821 Drake Street**

After the public hearing on April 16, 2012, Council resolved to amend the Parking 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  
September 24, 2013

CD-1 Districts Parking Requirements  
1265 Howe Street and 803-821 Drake Street



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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking Requirements**

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:

"1265 Howe Street and 803-821 Drake Street	By-law No. 10754	CD-1 (551)	Parking, loading and bicycle spaces in accordance with by-law requirements on April 16, 2012, except:  (a) there must be at least two parking spaces and ten bicycle spaces provided for the Artist Studio use; and  (b) Class A loading spaces must be provided at a rate of:  (i) 0.01 space per dwelling unit for the first 300 dwelling units; and  (ii) 0.008 space per dwelling unit for any additional dwelling units."
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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.




**EXPLANATION****A By-law to amend the Sign By-law  
Re: 1265-1281 Howe Street and 803-821 Drake Street**

After the public hearing on April 16, 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  
September 24, 2013



1265-1281 Howe Street and  
803-821 Drake Street

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

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

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

1. To Schedule E of the Sign By-law, Council adds:

“1265-1281 Howe Street  
803-821 Drake Street                      CD-1 (551)                      By-law No. 10754                      B (DD)”

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

ENACTED by Council this                      day of                      , 2013

\_\_\_\_\_  
Mayor

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

**EXPLANATION****2014 Real Property Tax Interest on Arrears**

The attached By-law will implement Council's resolution of September 24, 2013 to set the interest rate for delinquent real property taxes for 2014 at 7%.

Director of Legal Services  
September 24, 2013

*epk*

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

**A By-law to provide for the imposition of interest  
on delinquent property taxes for 2014**

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

1. The name of this By-law, for citation, is the "2014 Real Property Tax Interest By-law".
2. All real property taxes that are or become delinquent after December 31, 2013, are to bear interest at the rate of 7% per annum compounded annually.
3. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

### **A By-law to amend the Parking By-law Re: 2001 West 10<sup>th</sup> Avenue**

After the public hearing on December 11 and 13, 2012, Council resolved to amend the Parking 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  
September 24, 2013



**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 633 Main Street**

Following a public hearing on February 27, 2013, Council resolved on March 12, 2013 to amend the Zoning and Development By-law to create a CD-1 By-law for 633 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  
September 24, 2013

633 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-655 (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 (553).

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 (553) 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;

- (f) Retail Uses, limited to Farmers' Market , Furniture or Appliance Store, Grocery or Drug Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (g) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop-Class A, Repair Shop-Class B, Restaurant, School - Arts or Self-Improvement, School - Business, and School - Vocational or Trade;
- (h) Wholesales Uses, limited to Wholesaling - Class A and Wholesaling - Class B; and
- (i) Accessory Uses customarily ancillary to any permitted use , except that, unless the accessory use is permitted as an outright approval use in this section 2.2:
  - (i) the total floor area of all accessory uses must not exceed 25% of the gross floor area of the principle use, and
  - (ii) all accessory uses must be wholly contained within the principal building.

### Conditions of Use

3.1 Permitted uses must be wholly contained within a totally enclosed building, except for:

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

3.2 Notwithstanding section 3.1, if the Director of Planning first considers all applicable Council policies and guidelines, the Director of Planning may permit the outdoor display of retail goods, subject to such conditions as the Director of Planning deems necessary, having regard to:

- (a) the type of merchandise;
- (b) the size of the display;
- (c) the location of the display;



- (d) the hours of operation of the display; and
- (e) the impact of the display on adjoining sites.

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>.

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 and Density**

5.1 Computation of floor space ratio must assume that the site consists of 1 471 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 Floor space ratio for all uses must not exceed 8.82.

5.3 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.

5.4 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:
  - (i) the total area of all such exclusions must not exceed 12% of residential floor area, and

- (ii) the balconies must not be enclosed for the life of the building;
- (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 foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space at, above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.

5.5 Computation of floor area may exclude:

- (a) amenity areas, except that the total exclusion must not exceed the lesser of 20% of the permitted floor area or 929 m<sup>2</sup>; and
- (b) unenclosed green or landscaped outdoor areas recessed into or projecting from the exterior envelope of the building, which, in the opinion of the Director of Planning or Development Permit Board, are similar to an open balcony or sundeck and contribute to the amenity or energy performance of the building, except that the total exclusion must not exceed 2% of total floor area.

5.6 The use of floor area excluded under section 5.4 or 5.5 must not include any purpose other than that which justified the exclusion.

### Horizontal Angle of Daylight

6.1 Each habitable room must have at least one window on an exterior wall of a building.

6.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m;

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 (553).

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.

**Force and Effect**

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

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Mayor

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City Clerk

**Schedule A**



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

**Z-655 (a)**

<b>RZ - 633 Main Street</b>	map: 1 of 1	
	scale: NTS	
<b>City of Vancouver</b>	date: 2013-02-05	

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 4595 West 6<sup>th</sup> Avenue**

Enactment of the attached By-law will reclassifying 4595 West 6<sup>th</sup> Avenue, from Category C to Category B on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law, Table 1 and will implement Council's resolution of May 16, 2013 dealing with the reclassification of this property.

Director of Legal Services  
September 24, 2013

4595 West 6<sup>th</sup> Avenue



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

**A By-law to amend Subdivision By-law No. 5208**

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

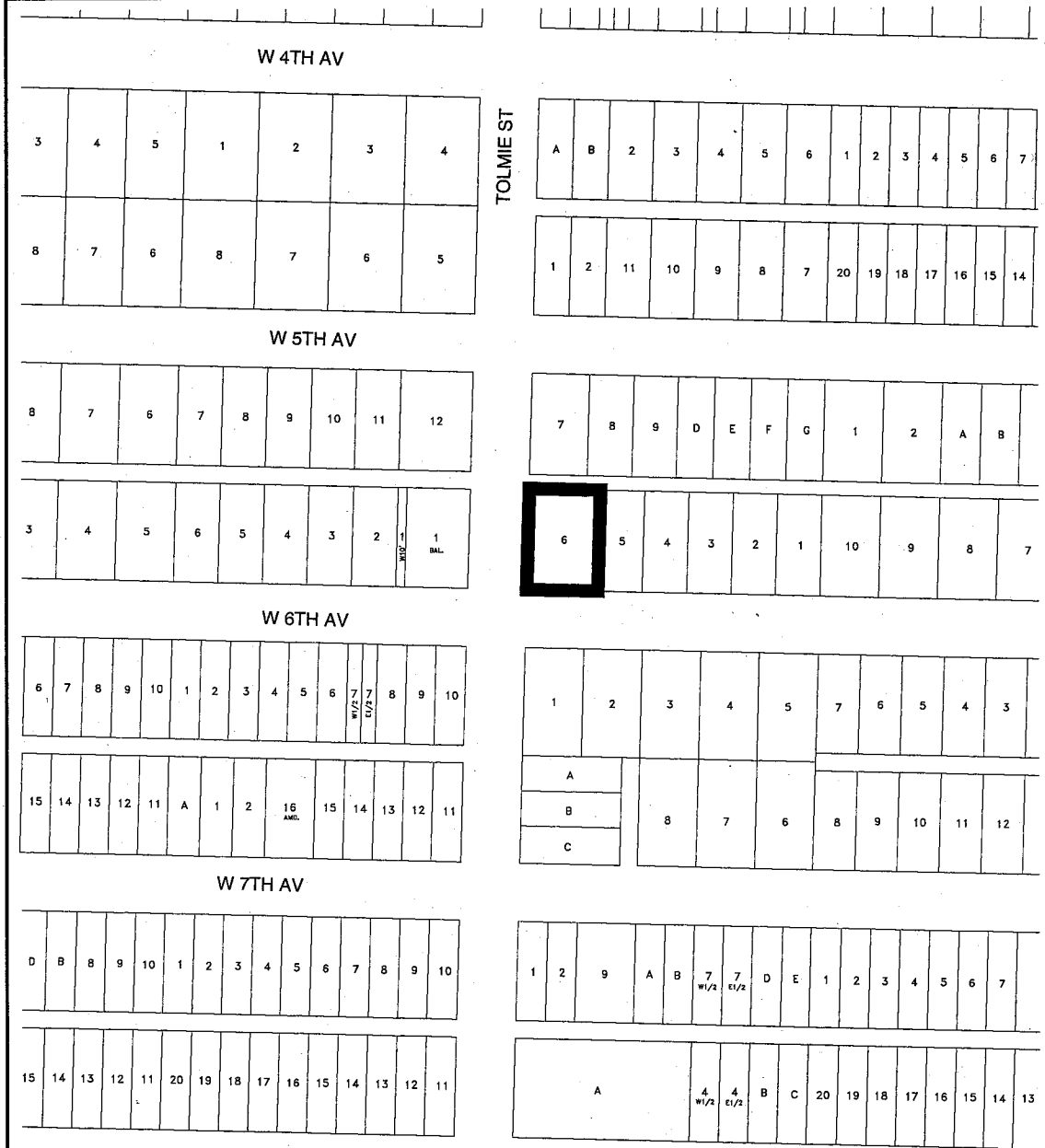
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by reclassifying the property shown in black outline on Schedule A to this By-law, from Category C to Category B on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law, Table 1, in accordance with the explanatory legends, notations, and references incorporated therein.
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

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



The property outlined in black ( **█** ) is reclassified from Category C to Category B on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

4595 West 6th Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 245 East Georgia Street**

Pursuant to Development Permit Application number DE416284, the City's Director of Planning approved the development of the referenced lands subject to a number of conditions, including the condition that the owner of these lands first execute a Housing Agreement pursuant to the Secured Market Rental Housing Policy ("Rental 100") to secure all 40 residential units (comprising 21,110 square feet of floor area) 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 such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development.

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

Director of Legal Services  
September 24, 2013

245 East Georgia Street



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

**A By-law to enact a Housing Agreement  
for 245 East Georgia 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: 015-662-195

Lot 19 Block 17 District Lot 196 Plan 184

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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)

TO BE PUT INTO E-FILING FORMAT BY  
APPLICANT

\_\_\_\_\_  
Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

015-662-195

Lot 19 Block 17 District Lot 196 Plan 184

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 CA2575908 and  
Assignment of Rents CA2575909

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):\*

245 EAST GEORGIA HOLDINGS INC. (Inc. No. BC0939914)

TERRAPIN MORTGAGE INVESTMENT CORP. (Inc. No. BC0783995) (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	
_____	13			<b>245 EAST GEORGIA HOLDINGS INC.,</b> by its authorized signatory(ies):  _____ Signature and print name:  _____ Signature and print name:
_____ Stephen F. Hayward Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				13

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

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Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (as to both signatures)	13			<b>TERRAPIN MORTGAGE INVESTMENT CORP.</b> by its authorized signatory(ies):  <hr/> Signature and print name:  <hr/> Signature and print name:

**OFFICER CERTIFICATION:**

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

**TERMS OF AGREEMENT - PART 2**  
**RENTAL 100 HOUSING AGREEMENT**  
**245 East Georgia Street**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference May 24, 2013, shall be read as follows:

- (i) the Transferor, 245 East Georgia Holdings Inc., 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, pursuant to development permit application DE416284, to redevelop the Lands with a nine-storey mixed use building with one level of retail on the first floor and eight levels of residential containing 40 rental units, and wishes to qualify, pursuant to the City's secured market rental housing policy known as Rental 100 ("Rental 100"), for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential units;

D. The Director of Planning has conditionally approved such application subject to the condition that the Owner, *inter alia*:

Execute a housing agreement pursuant to Rental 100 to secure all 40 residential units, comprising 21,110 square feet of floor area, 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 and the Managing Director of Social Development, pursuant to a housing agreement to entered into by by-law pursuant to Section 565.2 of the Vancouver Charter;

E. In order to qualify for Rental 100, 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 Rental 100 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 and any other building or structure used, occupied or constructed on the Lands to replace and 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 40 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 the development permit issued by the City authorizing the development pursuant to development permit application DE416284;

- (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 245 East Georgia Holdings Inc. 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) **"Rental 100"** is defined in Recital C;
- (s) **"Replacement Designated Unit"** is defined in Section 2(b);
- (t) **"Residential Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (u) **"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;



- (v) **"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
- (w) **"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, licence to use or sublet, nor will it allow to be rented, licenced to use 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 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:  
 245 East Georgia Holdings Inc.  
 303 - One Alexander Street  
 Vancouver, British Columbia  
 V6A 1B2

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.

**EXPLANATION****A By-law to adopt the Vancouver Regional Context Statement  
as an Official Development Plan**

After the public hearing on June 11, 2013, Council resolved to adopt the Vancouver Regional Context Statement as an Official Development Plan, subject to approval by the Metro Vancouver Board, in accordance with section 866 of the Local Government Act. On July 26, 2013, the Metro Vancouver Board accepted the Vancouver Regional Context Statement. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
September 24, 2013

Regional Context Statement  
Official Development Plan



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

**A By-law to adopt the Regional Context Statement Development Plan  
as an Official Development Plan**

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

1. Council repeals By-law No. 8060 and adopts, as an official development plan, the instrument entitled "City of Vancouver Regional Context Statement Development Plan" attached to this By-law as Schedule A.
2. Schedule A forms part of this By-law.
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

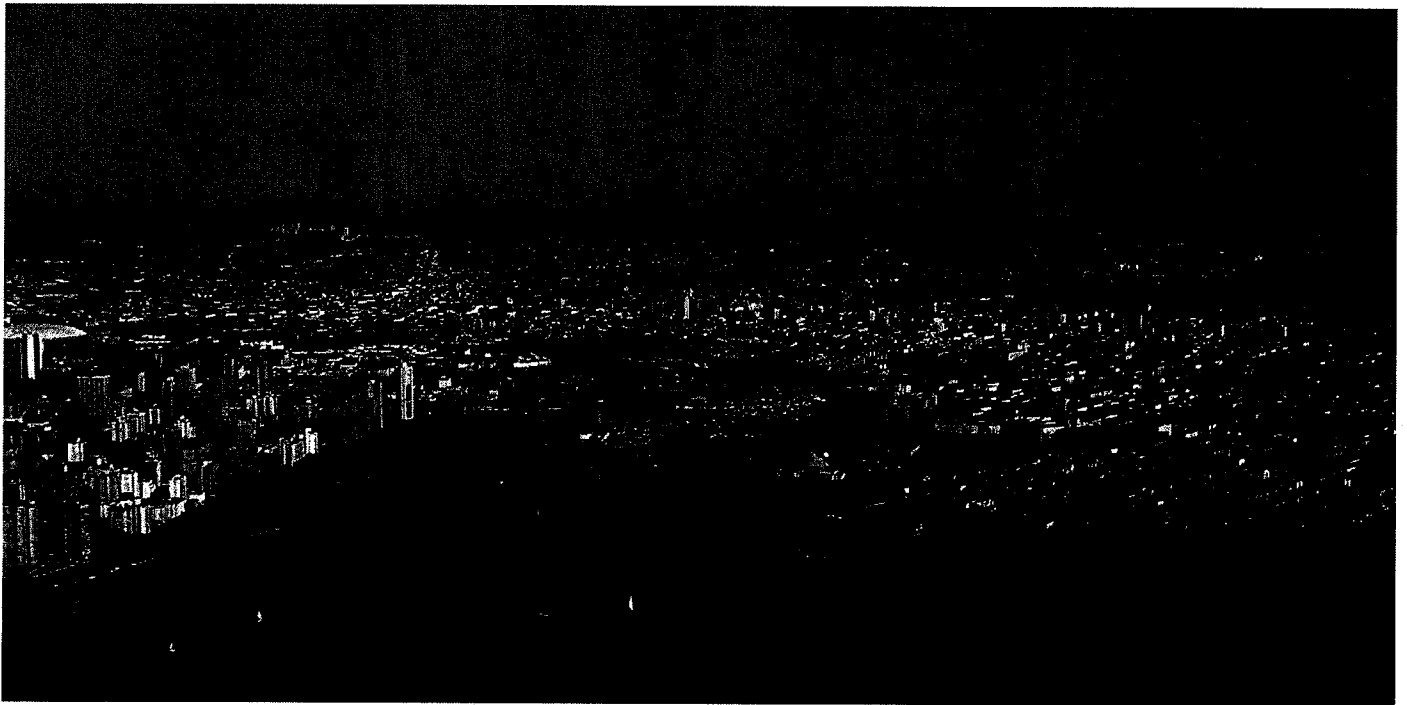
SCHEDULE A

City of Vancouver

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**Regional Context Statement  
Development Plan**

Accepted by the Metro Vancouver Board on July 26, 2013



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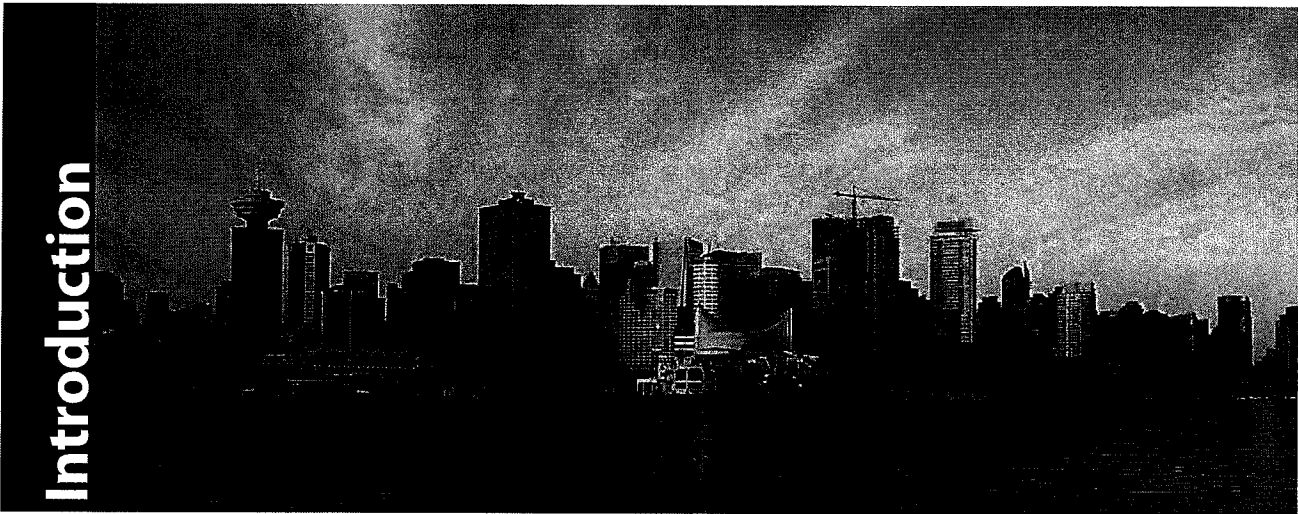


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**M**etro Vancouver’s Regional Growth Strategy: *Metro Vancouver 2040 – Shaping our Future* was adopted by the Metro Vancouver Board on July 29th, 2011, after being unanimously accepted by all local governments in the region. The Regional Growth Strategy looks out to 2040 and provides a framework on how to accommodate the over 1 million people and 600,000 new jobs that are expected to come to Metro Vancouver in the next 30 years.

Challenges

The key challenge for the region and its member municipalities is to accommodate growth in ways which advance both sustainability and livability. To accomplish this, the Regional Growth Strategy is focused on addressing the following issues:

*Accommodating Growth To Advance Livability and Sustainability*

*The region is expected to continue to grow by over 35,000 residents per year. Growth without sprawl implies greater density of development. Carefully structured, this can reduce congestion, improve the economics of transportation infrastructure and public services, increase the viability of retail and service centres, foster the creation of vibrant centres of culture and community activities, and maintain an attractive and diverse urban environment.*

*Building Healthy, Complete Communities*

*As the region’s population both ages and grows in number, providing affordable and appropriate housing for residents at various stages of their lives is an ongoing challenge. Additionally, ensuring access to the key elements of a healthy social*

*community – shops, personal services, community activities, recreation, employment, culture, entertainment and a safe and attractive public environment – requires careful planning primarily at the local scale, but also, to some extent, regionally.*

*Supporting Economic Prosperity*

*Metro Vancouver has a diversified economic base, including trade and commerce, manufacturing, goods distribution, professional services, tourism, education and agriculture. The region connects with, and serves, a resource-rich province and has strong gateway links to the North American and Asia-Pacific regions. The challenge for the Regional Growth Strategy is to ensure an adequate supply of space for industry and commerce throughout the region, located appropriately to their needs, and in a manner that supports an efficient*

transportation system on which the economy depends.

#### *Protecting the Natural Environment*

*Many of Metro Vancouver's natural assets are of national and international significance. Managed properly, they also provide the basics of life – breathable air, potable water and nutritious food. The challenge is to protect these assets for the benefit of current and future generations in the face of a growing population and associated urban development and impacts which can threaten their integrity and quality.*

#### *Responding to Climate Change Impacts and Natural Hazard Risks*

*The major natural hazard risks facing the Metro Vancouver region include earthquakes, floods, and slope instability. Many of these are exacerbated by the global threat of climate change. The*

*challenge is to prepare for and mitigate regional natural hazards and reduce the greenhouse gas emissions which can increase many of these risks, not only through mitigation strategies, but also through land use and transportation patterns generally.*

#### *Protecting Agricultural Land to Support Food Production*

*Comprising over 50,000 hectares of the region, agricultural lands are an important asset. The heightened importance of producing fresh, regionally grown food to meet economic, environmental, health and food security objectives reinforce the need to protect the region's rich agricultural lands. The challenge for the Regional Growth Strategy is to protect the agricultural land base and to encourage its active use for food production.*

## Responses

To respond to these challenges, the Regional Growth Strategy sets out a series of strategies and actions for Metro Vancouver and member municipalities arranged under five key goals intended to achieve the desired outcomes:



### Goal 1 Create a Compact Urban Area

Metro Vancouver's growth is concentrated in compact communities with access to a range of housing choices, and close to employment, amenities and services. Compact transit oriented development patterns help reduce greenhouse gas emissions and pollution, and support both the efficient use of land and an efficient transportation network.



### Goal 2 Support a Sustainable Economy

The land base and transportation systems required to nurture a healthy business sector are protected and supported. This includes supporting regional employment and economic growth. Industrial and agricultural land is protected and commerce flourishes in Urban Centres throughout the region.



**Goal 3 Protect the Environment and Respond to Climate Change Impacts**  
 Metro Vancouver’s vital ecosystems continue to provide the essentials of life – clean air, water and food. A connected network of habitats is maintained for a wide variety of wildlife and plant species. Protected natural areas provide residents and visitors with diverse recreational opportunities. Strategies also help Metro Vancouver and member municipalities meet their greenhouse gas emission targets, and prepare for, and mitigate risks from, climate change and natural hazards.

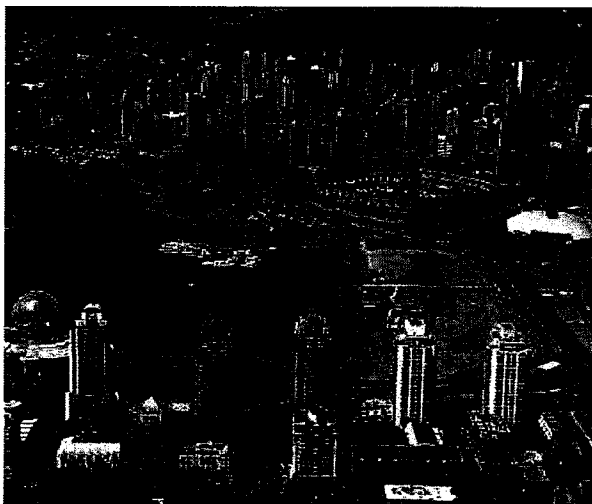


**Goal 4 Develop Complete Communities**  
 Metro Vancouver is a region of communities with a diverse range of housing choices suitable for residents at any stage of their lives. The distribution of employment and access to services and amenities builds complete communities throughout the region. Complete communities are designed to support walking, cycling and transit, and to foster healthy lifestyles.



**Goal 5 Support Sustainable Transportation Choices**  
 Metro Vancouver’s compact, transit-oriented urban form supports a range of sustainable transportation choices. This pattern of development expands the opportunities for transit, multiple-occupancy vehicles, cycling and walking, encourages active lifestyles, and reduces energy use, greenhouse gas emissions, household expenditure on transportation, and improves air quality. The region’s road, transit, rail and waterway networks play a vital role in serving and shaping regional development, providing linkages among the region’s communities and providing vital goods movement networks.

**Purpose of Vancouver’s Regional Context Statement Official Development Plan**



Regional Context Statements are the policy tools which link municipal policies and plans to the Regional Growth Strategy.

The Vancouver Charter requires Vancouver City Council to prepare and adopt a Regional Context Statement in support of the Regional Growth Strategy. This Regional Context Statement, adopted by City Council as an Official Development Plan (ODP), shows how Vancouver’s polices and plans work toward achieving the goals and strategies set out in the Regional Growth Strategy.

Where applicable, the Regional Context Statement also shows how the City's plans and policies will be made consistent with the Regional Growth Strategy over time.

The City of Vancouver, unlike other local governments, does not have an Official Community Plan covering the whole City. However, there are land use and transportation plans and policies which together provide a planning framework equivalent in scope to a city-wide development plan. These include the following key policy plans:

- Greenest City 2020 Action Plan (2011)
- Healthy City Strategy 2012 - 2020 (Ongoing)
- Housing and Homelessness Strategy (2012)
- Transportation 2040 (2012)
- EcoDensity (2008)
- CityPlan (1995)
- Industrial Lands Policies(1995)
- Central Area Plan (1991)
- Economic Action Strategy (2011)
- Metro Core Jobs and Economy Land Use Plan (2007)

The City also has a Zoning and Development By-law which covers the entire City.

These plans, policies and by-laws address the five Goals of the Regional Growth Strategy. The requirements of the Regional Goals and the measures the City of Vancouver has adopted to implement them are described in the following five sections.

How to Read this Document...

Each chapter lists the goals, strategies and role of municipalities specified in the Regional Growth Strategy. Each municipal action is followed by a description of how Vancouver's existing policies and plans contribute to achieving the strategies. The descriptions of the policies and plans provide high-level directions. The full versions of these policies and plans are available at [www.vancouver.ca](http://www.vancouver.ca).

## STRATEGY 1.1

### Contain urban development within the Urban Containment Boundary

Role of Municipalities:

1.1.3 Adopt Regional Context Statements which:

- a) depict the Urban Containment Boundary on a map, generally consistent with the Regional Land Use Designations map.

The Urban Containment Boundary is depicted on Map 1 (page 10).

- b) provide municipal population, dwelling unit and employment projections, with reference to guidelines contained in Appendix Table A.1, and demonstrate how municipal plans will work towards accommodating the projected growth within the Urban Containment Boundary.

Population, dwelling unit and employment projections for the City of Vancouver are provided in Table 1. Almost all of the City is within the Urban Containment Boundary (The exception is the Southlands area that is part of the Agricultural Land Reserve). The projected growth of the City will be accommodated within the Urban Containment Boundary.

Growth projections may be revised as additional information becomes available. The City of Vancouver will continue to work with Metro Vancouver to ensure that growth projections reflect the latest available data and trends.

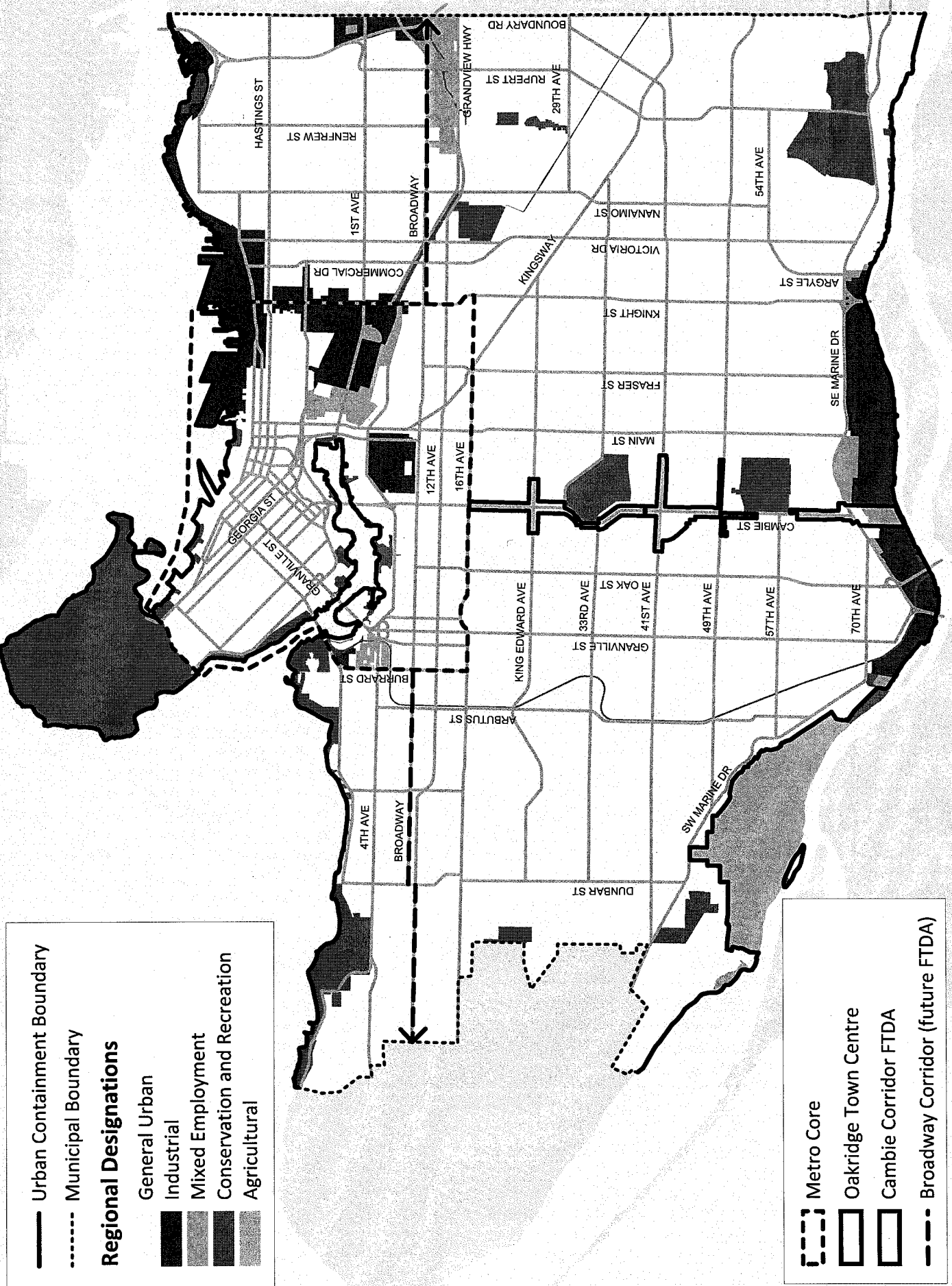
**Table 1. Total Population, Dwelling Unit and Employment Projections**

Vancouver	2006	2021	2031	2041*
Population	601,200	685,000	725,000	765,000
Dwelling Units	264,500	309,000	336,000	362,000
Employment	393,000	445,600	477,000	505,000

\* Under a high regional growth scenario, the 2041 projections for Vancouver would increase to 788,000 people and 373,000 dwellings. Employment projections would remain the same.



Map 1. Regional Land Use Designations, Urban Centres and Frequent Transit Development Areas



— Urban Containment Boundary  
 - - - Municipal Boundary  
**Regional Designations**  
 General Urban  
 Industrial  
 Mixed Employment  
 Conservation and Recreation  
 Agricultural

[Dashed Box] Metro Core  
 [Thick Line Box] Oakridge Town Centre  
 [Thin Line Box] Cambie Corridor FTDA  
 [Dotted Line] Broadway Corridor (future FTDA)

## STRATEGY 1.2

### Focus growth in Urban Centres and Frequent Transit Development Areas

Role of Municipalities:

1.2.6 Adopt Regional Context Statements which:

- a) provide dwelling unit and employment projections that indicate the municipal share of planned growth and that contribute to achieving the regional share of growth for Urban Centres and Frequent Transit Development Areas as set out in Table 2 (Metro Vancouver Dwelling Unit and Employment Growth Targets for Urban Centres and Frequent Transit Development Areas).

Dwelling unit and employment projections for Urban Centres and Frequent Transit Development Areas are provided in Table 2.

**Table 2. Dwelling Unit and Employment Projections for Urban Centres and Frequent Transit Development Areas**

Dwelling Units	2006	2021	2031	2041	Growth 2006-2041
Metro Core	94,100	117,400	128,600	139,800	45,700
Oakridge Town Centre	500	2,300	3,200	4,100	3,600
Cambie Corridor FTDA	1,200	2,300	2,900	3,500	2,300
All Other Areas	168,700	187,000	201,300	214,600	45,900
Vancouver Total	264,500	309,000	336,000	362,000	97,500

Employment	2006	2021	2031	2041	Growth 2006-2041
Metro Core	255,600	291,700	313,300	332,600	77,000
Oakridge Town Centre	3,600	4,600	5,200	5,800	2,200
Cambie Corridor FTDA	2,200	3,700	4,600	5,500	3,300
All Other Areas	131,600	145,600	153,900	161,100	29,500
Vancouver Total	393,000	445,600	477,000	505,000	112,000

- b) include policies for Urban Centres which:
  - i) identify the general location, boundaries and types of Urban Centres on a map generally consistent with the guidelines set out in Table 3 (Guidelines for Urban Centres and Frequent Transit Development Areas) and the Regional Land Use Designations map (Map 2);

There are two urban centres: Metro Core and Oakridge Town Centre. Their location and boundaries are shown on Map 1 (page 10).





- ii) focus growth and development in Urban Centres, generally consistent with guidelines set out Table 3 (Guidelines for Urban Centres and Frequent Transit Development Areas);

The following policies focus growth in Urban Centres. Additional city-wide policies that address economic sustainability, environmental protection, climate change, affordable housing, diverse communities and transportation choices, and that support the objectives for Urban Centres, are provided in other sections of the Regional Context Statement.

### **Metro Core Policies**

#### • CityPlan (1995)

The CityPlan vision for “A Vibrant Central Area” reinforces the Metro Core’s key and distinct role in the City and the Region.

Directions for the Central Area include:

- Concentrate headquarters, financial, and related offices in the downtown’s Central Business District (CBD); and focus medical, civic, and related offices in Broadway Uptown (Broadway from Oak Street to Yukon Street).
- Maintain existing industrial lands to help protect opportunities for activities that serve downtown businesses.
- Create livable residential neighbourhoods for diverse household types and income levels.
- Maintain the downtown as the cultural and entertainment centre of the region.
- Promote more attractive downtown plazas and parks, create greenways, and increase access to the waterfronts.
- Enhance transportation systems to provide a greater emphasis on transit, walking, and biking.

#### • Central Area Plan (1991)

The Central Area Plan includes land use policies that are consistent with the CityPlan vision for the Metro Core.

Key land use directions include:

- Re-shape major office development on the downtown peninsula into a compact Central Business District (CBD) centred on transit; south of False Creek, focus offices in the Broadway Uptown office district.
- Ensure adequate close-in locations for the support activities that service the CBD and for compatible entertainment uses.
- Develop housing in highly livable and primarily residential neighbourhoods around and closely linked to the CBD. Facilitate wide housing choice at various scales and for different household types and income levels.

### **Oakridge Town Centre Policies**

#### • Cambie Corridor Plan (2011)

The Cambie Corridor Plan includes land use policies that direct significant residential and commercial development in the Oakridge Town Centre. In describing future neighbourhood character, the plan states that Oakridge Town Centre will be strengthened and enhanced as a walkable mixed-use urban centre with a diverse mix of job space and housing types and tenures. As the centre of the City and Canada Line, this area represents the most significant concentration of urban uses and density outside the Metro Core.

- Oakridge Centre Policy Statement (2007)

The Oakridge Centre Policy Statement describes general planning principles that will guide future development of Oakridge Centre.

Planning principles are to:

- Encourage incremental redevelopment to create a vibrant centre at Cambie Street & 41st Ave with a mix of housing, retail, service and office uses served by a well-connected public transit system, parks and public amenities.

- Encourage higher densities of transit-supportive office, residential and commercial uses.
- Provide for the expansion of retail uses, and an increase in the amount of office space.
- Develop housing choices suitable for families of all types, ages and incomes.
- Prioritize planning for pedestrians, cyclists and transit riders.
- Maintain levels of service and amenity. Provide new park area. Optimize parks and open space.

iii) encourage office development through policies and/or other financial incentives, such as zoning that reserves capacity for office uses and density bonus provisions;

#### Metro Core Policies

- Metro Core Jobs and Economy Plan (2007)

The Metro Core Jobs and Economy Plan includes land use policy directions to increase commercial capacity in two areas of the Metro Core and to reserve those areas primarily for commercial development.

Directions for the CBD include:

- Increase permitted commercial densities and heights.
- Continue to prohibit market residential development except in limited situations.

Directions for Broadway Uptown (Broadway from Oak Street to Yukon Street) include:

- Strengthen the primarily commercial character of Broadway Uptown by increasing commercial density.
- Increase height limits where appropriate.
- Maintain the policy to restrict residential uses.

#### Oakridge Town Centre Policies

- Cambie Corridor Plan (2011)

The Plan describes the Oakridge Town Centre as a walkable mixed-use urban centre with a diverse mix of job space and housing types and tenures. Along Cambie Street from 39th to 48th Avenue mid to high-rise buildings will be introduced with retail, service and office uses at street level. In this area, second floor job space is encouraged or required where feasible.

- Oakridge Centre Policy Statement (2007)

One of the key planning principles in the Oakridge Centre Policy Statement seeks to increase office development.

Directions for office include:

- Provide for and encourage an increase in the amount of office space on the site to serve local and city-wide needs and to support the transit hub with rapid transit access.
- Encourage the location of office uses in proximity to the transit station.



- iv) in coordination with the provision of transit service, establish or maintain reduced residential and commercial parking requirements in Urban Centres, where appropriate;

#### Metro Core Policies

- Parking By-law

The Parking By-law sets standards for the minimum number of parking spaces that must be provided in residential and commercial developments throughout the City. In general, this parking requirement is lowest in the Downtown area, and is lower in other sub-areas of the Metro Core, when compared to the rest of the City.

In specific areas, the Parking By-law also sets standards for the maximum number of parking spaces that may be provided, for example:

- For commercial developments, maximum limits are established in the following Metro Core sub-areas: Downtown; Central Broadway; South East False Creek; Mount Pleasant Industrial; and False Creek Flats Mixed Employment.
- For residential developments, maximum limits are established in the following Metro Core sub-area: South East False Creek.

#### Oakridge Town Centre Policies

- Oakridge Centre Policy Statement (2007)

One of the key planning principles in the Oakridge Centre Policy Statement calls for the development of a parking plan, with Transportation Demand Management (TDM) strategies appropriate for a transit-oriented development.

Policies to reduce parking requirements include:

- Provide a balanced supply of parking that meets the residential and commercial needs of the development, while supporting and encouraging alternate modes of transportation.
- Consider best practices of Traffic Demand Management to reduce the overall parking provisions.
- Examine opportunities for applying blended parking ratios where the demands of different uses are mutually compatible.

- c) include policies for Frequent Transit Development Areas which:

- i) identify on a map, in consultation with TransLink, the general location and boundaries of Frequent Transit Development Areas that are generally consistent with:
- Table 3 (Guidelines for Urban Centres and Frequent Transit Development Areas);
  - TransLink's Frequent Transit Network, which may be updated over time;
  - other applicable guidelines and policies of TransLink for the Frequent Transit Network;

The City of Vancouver currently has one Frequent Transit Development Area (FTDA), the Cambie Corridor. Refer to Map 1 (page 10). The following policies focus growth in FTDA's.

Note: Pending a decision on transit service, a planning program will be launched for the Broadway Corridor that seeks to coordinate with the investment in transit. In consultation with the community and Council, a planning area will be identified and pending completion of the planning work, it is expected that the area will be identified as a FTDA.

- ii) focus growth and development in Frequent Transit Development Areas, generally consistent with the guidelines set out in Table 3 (Guidelines for Urban Centres and Frequent Transit Development Areas);

**Cambie Corridor FTDA Policies**

- Cambie Corridor Plan (2011)

The Cambie Corridor Plan focuses on opportunities to integrate development with transit and to build and enhance the existing neighbourhoods along the Corridor while supporting the City's goals of environmental sustainability, liveability, and affordability.

In addition, the Cambie Corridor will integrate a strategically denser mix of housing and employment space with transit, low carbon energy sources and key amenities such as shopping, local gathering places, improved

parks, community facilities and civic spaces. Job space will be focused strategically - in neighbourhood centres, existing shopping areas, and areas in close proximity to stations.

- Broadway Corridor and Other Rapid Transit Station Areas

It is expected that additional Frequent Transit Development Areas will be identified, pending future transit investment and planning work.

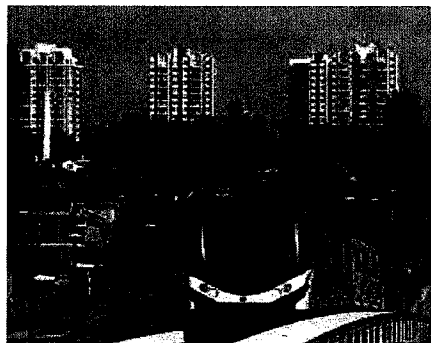
Given Broadway's significant role in the region, it is expected that it will be prioritized as a future Frequent Transit Development Area.

- iii) in coordination with the provision of transit service, establish or maintain reduced residential and commercial parking requirements within Frequent Transit Development Areas, where appropriate;

- Cambie Corridor Plan (2011)

The Cambie Corridor Plan provides the following directions on parking requirements:

- Implement parking reductions within developments for sites close to transit, provide higher reductions in parking requirements for sites close to rapid transit stations and recognize the importance of short-term street parking to local merchants. Parking reductions should not result in an increase in demand for on street parking.



- d) include policies for General Urban areas which:
  - i) identify the General Urban areas and their boundaries on a map generally consistent with the Regional Land Use Designations map (Map 2);

The General Urban area is identified on Map 1 (page 10).



- ii) ensure development in General Urban areas outside of Urban Centres and Frequent Transit Development Areas are generally lower density than development in General Urban areas within Urban Centres and Frequent Transit Development Areas;

- Zoning and Development By-law

General Urban areas located outside of Urban Centres and Frequent Transit Development Areas are currently zoned for development

at densities that are generally lower than in General Urban areas within Urban Centres and Frequent Transit Development Areas.

- iii) where appropriate, identify small scale Local Centres in the General Urban areas that provide a mix of housing types, local-serving commercial activities and good access to transit. Local Centres are not intended to compete with or compromise the role of Urban Centres and should preferably be located within Frequent Transit Development Areas (see Map 11);

Local Centres are described and shown on Map 3: Local Centres, Hospitals and Post-Secondary Institutions (Section 4.2.4 on page 58).

- iv) exclude non-residential major trip-generating uses, as defined in the Regional Context Statement, from those portions of General Urban areas outside of Urban Centres and Frequent Transit Development Areas;

- Transportation 2040 (2012)

Land use directions in the Transportation Plan encourage the location of major trip-generating uses in high-capacity transit service areas as follows:

- Prioritize and encourage a dense and diverse mix of services, amenities, jobs, and housing types in areas well-served by frequent, high-capacity transit.

- Locate major trip generators near rapid transit stations or along transit corridors.

The City of Vancouver will work towards including policies that define non-residential major trip-generating uses and align these uses with Urban Centres and Frequent Transit Development Areas.

- v) encourage infill development by directing growth to established areas, where possible;

Within Vancouver, all development now takes place as infill or redevelopment within established areas.

Examples of planning for infill development include:

- Station Area Plans to increase residential density near rapid transit stations;

- Neighbourhood Centre Plans to increase residential density in areas identified in community plans;
- Zoning changes to permit laneway houses and encourage secondary suites in RS (one-family) areas; and
- Zoning changes to permit multiple conversion dwellings, townhouses, and infill dwellings in RT (two-family) areas.

- e) include policies that, for Urban Centres or Frequent Transit Development Areas that overlay Industrial, Mixed Employment, or Conservation and Recreation areas, the Industrial, Mixed Employment, and Conservation and Recreation intent and policies prevail, except that higher density commercial would be allowed in the Mixed Employment areas contained within the overlay area;

- Industrial Lands Policies (1995)

The overall objective of the Industrial Lands Policies is to retain most of the City's existing industrial land base for industry and service businesses. All areas that are designated in the Regional Context Statement as Industrial or Mixed Employment are covered by the Industrial Lands Policies. Rezoning of industrial land will be considered only if it is based on a city-initiated planning process.

- Zoning and Development By-law

For all areas that are designated as Industrial or Mixed Employment, the base zoning is industrial (I or M District Schedule). These industrial zones permit industrial uses and a limited amount of compatible non-industrial uses. Residential development is not allowed.

- Mixed Employment Area Policies

Only Mixed Employment areas have policies that allow consideration of privately-initiated rezoning applications. The Mixed Employment area rezoning policies permit higher density office and retail uses in addition to industrial uses. Higher density office uses are permitted in Mixed Employment areas that are served by rapid transit. Large format retail uses are permitted in pre-determined areas along two arterial streets with frequent transit service. Residential uses are not permitted.

- f) for Urban Centres, Frequent Transit Development Areas and General Urban areas, include policies which:

- i) support continued industrial uses by minimizing the impacts of urban uses on industrial activities;

- Industrial Lands Policies (1995)

The Industrial Lands Policies minimize the impact of urban uses by clearly indicating that the retention of an industrial land base is a high priority. All Industrial and Mixed Employment areas across the City are subject to the Industrial Lands Policies.

Any application to rezone Industrial or Mixed Employment land is subject to Council-approved rezoning policies. Only the Mixed Employment areas have rezoning policies in place to permit office and retail uses, in addition to industrial activities. Residential uses are not permitted. All Industrial areas are zoned to permit industrial activities and restrict non-industrial development.



ii) encourage safe and efficient transit, cycling and walking;

• Transportation 2040 (2012)

The Transportation Plan directions state that the City will support shorter trips and sustainable transportation choices through mixed land use, pedestrian oriented design, densities that support walking, cycling, and transit, and new housing choices that put residents close to jobs, schools, recreation and transit.

Related directions include:

- Land Use - Use land use to support shorter trips and sustainable transportation choices.

- Walking - Make walking safe, convenient, comfortable, and delightful. Ensure streets and sidewalks support a vibrant public life and encourage a walking culture, healthy lifestyles, and social connectedness.
- Cycling - Make cycling feel safe, convenient, comfortable, and fun for people of all ages and abilities.
- Transit - Support transit improvements to increase capacity and ensure service that is fast, frequent, reliable, fully accessible, and comfortable.

iii) implement transit priority measures, where appropriate;

• Transportation 2040 (2012)

The Transportation Plan includes policies to improve transit reliability and speed using transit priority measures. Transit priority measures such as bus bulges, queue jumpers, signal priority, and lane priority or reallocation can be effective ways to improve transit capacity, speed, and reliability.

The City will continue to implement or pursue measures where they provide the most benefits to transit while considering impacts on other users. A creative approach is especially important in streets with limited space. In some cases, highly localized, strategic interventions may provide substantial benefit.

iv) support district energy systems and renewable energy generation, where appropriate.

• Greenest City 2020 Action Plan (2011)

Climate Leadership

The City has a target to reduce community-based greenhouse gas emissions by 33% from 2007.

High priority actions to achieve this include:

- Work with partners in the City to build new neighbourhood-scale renewable energy systems.

- Work with partners to convert large-scale steam systems to renewable energy.

• Neighbourhood Energy Strategy (2012)

The City has adopted a Neighbourhood Energy Strategy that focuses efforts to develop new, low carbon neighbourhood energy centres in areas of greatest existing or planned density such as in the Metro Core and along the Cambie Corridor.

- Cambie Corridor Plan (2011)

The Cambie Corridor presents significant opportunities to help the City meet its targets for a lighter ecological and carbon footprint, through policies that account for the energy demands in building design, construction, operation and maintenance.

Key Strategies for district energy include:

- Design development of all new buildings to be easily connectable to a district heating system
- Large site developments will be required to provide a business case analysis to explore the viability of campus or district energy systems.

- EcoCity Policies for Greener Larger Sites (2008)

For all rezonings that involve land generally two acres or more; a business case analysis will be required by a qualified green energy consultant, at the discretion of the City, to explore the viability of campus or district energy systems. If the business case is viable a system will be required.

- Energy Utility System By-law No. 9552

The Energy Utility System By-law establishes requirements for making use of the energy utility system in the South East False Creek service area.

## STRATEGY 1.3

### Protect Rural areas from urban development

#### Role of Municipalities

##### 1.3.3 Adopt Regional Context Statements which:

- a) identify the Rural areas and their boundaries on a map generally consistent with the Regional Land Use Designations map;
- b) limit development to a scale, form, and density consistent with the intent for the Rural land use designation, and that is compatible with on-site sewer servicing;
- c) include policies which:
  - i) specify the allowable density and form, consistent with Action 1.3.1, for land uses within the Rural land use designation;
  - ii) support agricultural uses within the Agricultural Land Reserve, and where appropriate, outside of the Agricultural Land Reserve.

As the City of Vancouver does not contain any lands designated as Rural, this section is not applicable. The Southlands area is designated as Agricultural, and is addressed in Section 2.3.6.





## STRATEGY 2.1

Promote land development patterns that support a diverse regional economy and employment close to where people live

Role of Municipalities:

2.1.4 Adopt Regional Context Statements which:

- a) include policies that support appropriate economic development in Urban Centres, Frequent Transit Development Areas, Industrial and Mixed Employment areas;

The following policies support appropriate economic development in Urban Centres, Frequent Transit Development Areas, Industrial and Mixed Employment areas:

### City Wide Policies

- Vancouver Economic Action Strategy (2011)

The Economic Action Strategy focuses on a vision that results in a high performing economy with thriving growth sectors. The intent is to strengthen our City as both a destination and producer of global investment and talent.

Related targets to protect, enhance, increase and densify employment spaces include:

- Refine employment space strategies that meet future growth needs, and align with local neighbourhoods.
- Identify sectors that require unique spaces and locations.
- Densify urban employment.
- Support Vancouver's role as a shipping gateway.

- EcoDensity Charter (2008)

The EcoDensity Charter supports:

- A greener, denser city pattern that protects and ensures proper space for diverse jobs, shopping and economic activity close to home for a balanced, resilient city with minimal commuting as the City grows, including protection of key commercial and industrial districts for economic activity rather than housing.

- CityPlan (1995)

The CityPlan direction for a diverse economy is to increase the number and choice of jobs in the City, concentrate major job growth in the downtown, maintain industrial areas, and focus other job growth in neighbourhood centres.

To achieve this, Vancouver will:

- Encourage continued job growth at a rate that helps balance the number of jobs in the City with the number of workers who live here.
- Concentrate headquarters, financial, and related offices Downtown, and focus medical, civic, and related offices in Broadway Uptown.
- Use existing industrial land for port uses and industries that employ city residents or serve city businesses.
- Encourage jobs that serve city residents to locate in neighbourhood centres.
- Support Regional City Centres to slow the growth in commuting from the region into Vancouver.

#### Urban Centre Policies

- Metro Core Jobs And Economy Plan (2007)

The goal of the Metro Core Jobs and Economy Land Use Plan is to ensure that there is enough development and transportation capacity to accommodate future job growth and economic activity in the Metro Core.

Central Business District Policy Directions include:

- Strengthen the primarily commercial character of the CBD.
- Encourage an adequate number, diversity and location of hotel uses.
- Encourage the development of cultural facilities.

Broadway Uptown Policy Directions include:

- Strengthen the primarily commercial character of Broadway Uptown.

Broadway Mixed-Use Area Policy Directions include:

- Create office and commercial hubs.
- Strengthen the commercial character of Cambie Street.

- Oakridge Centre Policy Statement (2007)

Related key planning principles in the Oakridge Centre Policy Statement include:

- Create a Neighbourhood and Municipal-Serving Centre by encouraging incremental redevelopment to create a vibrant centre at Cambie Street & 41st Ave with a mix of housing, retail, service and office uses served by a well-connected public transit system, parks and public amenities.
- Create a Transit Hub by encouraging higher densities of transit-supportive office, residential and commercial uses within a 5-minute walk of the transit station.

#### FTDA Policies

- Cambie Corridor Plan (2011)

The Cambie Corridor Plan ensures job space and diversity in the following ways:

- Recognize the special opportunity that the Corridor represents in providing job space in transit supportive locations. Encourage high levels of employment density within the Corridor. In doing so, consider the value of existing affordable commercial spaces.
- Ensure appropriate levels of office, entertainment, creative incubators, educational facilities and retail space within mixed use developments. Developments in close proximity to stations should provide higher proportions of office and other higher ridership uses.
- Avoid displacement or destabilization of existing city-serving land uses including industrial and employment areas.



## Mixed Employment Area Policies

### Large Format Uses:

- Council will consider applications for site specific rezoning to CD-1 (Comprehensive District) for large format retail, institutional, cultural and recreational uses. Suitable uses are those not normally found or appropriate in a neighbourhood centre. Large format uses are permitted in pre-determined areas along two arterial streets with frequent transit service.

### General Office Uses:

- Council will consider applications for site specific rezoning to CD-1 (Comprehensive District) for a broad range of office uses on

sites near an existing rapid transit station, or station anticipated to be constructed within a reasonable time.

## Industrial Area Policies

### • Industrial Lands Policies (1995)

The Industrial Lands Policies guide future decisions on the use of industrial land. The overall objective of the policies is to retain most of the City's existing industrial land base for industry and service businesses to meet the needs of port/river related industry, and city-serving and city-oriented industries.

- b) support the development of office space in Urban Centres, through policies such as zoning that reserves land for office uses, density bonus provisions to encourage office development, variable development cost charges, and/or other financial incentives;

The following policies support the development of office space in Urban Centres:

## Urban Centre Policies

### • Metro Core Jobs And Economy Plan (2007)

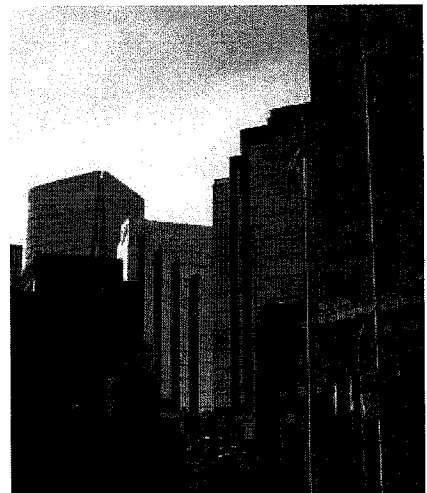
Directions for the Central Business District (CBD) include:

- Increase permitted commercial densities and heights.
- Continue to prohibit market residential development except in limited situations to achieve other City objectives such as heritage revitalization, affordable housing or cultural amenity.

Directions for Broadway Uptown include:

- Strengthen the primarily commercial character of Broadway Uptown by increasing commercial density.
- Increase height limits where appropriate for commercial development.

- Maintain policy to restrict residential uses in order to consolidate office and job space.



- Rezoning Policy for the Central Business District (CBD) (2009)

The intent of this rezoning policy is to provide guidance for the commercial intensification of the CBD. For the CBD area, this policy requires that new development is non-residential use and also stipulates the conditions by which market residential uses may be permitted, in very limited instances, to achieve public objectives.

- Transfer of Heritage Density (1983)

The City of Vancouver offers a variety of incentives to achieve the rehabilitation and legal protection of heritage resources. Key related policies includes:

- All heritage density transferred into and within the CBD must be as non-residential uses, with the exception of large, multi-use development sites.

- General Policy for Higher Buildings (2007)

The intent of this policy is to mark the prominence of the Central Business District in our downtown skyline, while also providing opportunities for strategically placed height at two prominent bridge "gateways" to mark the entry into downtown from the Burrard and Granville Bridges.

- Oakridge Centre Policy Statement (2007)

Related key planning principles in the plan include:

- Office: Provide for and encourage an increase in the amount of office space on the site to serve local and city-wide needs and to support the transit hub with rapid transit access. Encourage the location of office uses in proximity to the transit station.

c) include policies that discourage major commercial and institutional development outside of Urban Centres or Frequent Transit Development Areas;

- Transportation 2040 (2012)

Land use directions in the Transportation Plan encourage the location of major trip-generating uses in high-capacity transit service areas as follows:

- Prioritize and encourage a dense and diverse mix of services, amenities, jobs, and housing types in areas well-served by frequent, high-capacity transit.

- Locate major trip generators near rapid transit stations or along transit corridors.

The City of Vancouver will work towards including policies that define major trip-generating uses and discourage these uses outside of Urban Centres or Frequent Transit Development Areas.

d) show how the economic development role of Special Employment Areas, post-secondary institutions and hospitals are supported through land use and transportation policies.

Three hospitals and four major post-secondary institutions in the City are located along the frequent transit network. Two of the hospitals are in the Metro Core and in close proximity to private medical offices, health services and laboratories. Three of the post-secondary institutions are in the Metro Core, and the fourth is in the Cambie Corridor FTDA.

The locations of Hospitals and Post-Secondary Institutions are shown on Map 3 (page 58).



## STRATEGY 2.2

### Protect the supply of industrial land

#### Role of Municipalities

#### 2.2.4 Adopt Regional Context Statements which:

- a) identify the Industrial areas and their boundaries on a map generally consistent with the Regional Land Use Designations map (Map 2);

The Industrial areas are identified on Map 1 (page 10).



#### b) include policies for Industrial areas which:

- i) support and protect industrial uses;

- CityPlan (1995)

The CityPlan direction is to: increase the number and choice of jobs in the City; and concentrate major job growth in the downtown, maintain industrial areas, and focus other job growth in neighbourhood centres.

To achieve this, Vancouver will:

- Use existing industrial land for port uses and industries that employ city residents or serve city businesses.

- Industrial Lands Policies (1995)

The Industrial Lands Policies guide future decisions on the use of industrial land. The overall objective of the policies is to retain most of the City's existing industrial land base for industry and service businesses to meet the needs of port/river related industry, and city-serving and city-oriented industries. Rezoning of industrial lands will only be considered when based upon CityPlan or other city-initiated planning process.

The Industrial areas are currently all zoned for industrial use.

ii) support appropriate accessory uses, including commercial space and caretaker units;

• Zoning and Development By-law

The industrial zoning supports appropriate accessory uses in the following ways:

- Accessory uses, that are customarily ancillary to the principal use, are permitted. Accessory uses include retail and office uses.
- Floor area for accessory uses is limited to a percentage of the principal use floor area.
- Local serving restaurant use is permitted. The allowable floor area is limited.
- A dwelling unit for a caretaker is permitted.

iii) exclude uses which are inconsistent with the intent of industrial areas, such as medium and large format retail, residential uses (other than industrial caretaker units where necessary), and stand-alone office uses that are not supportive of industrial activities;

• Zoning and Development By-law

The industrial zoning generally excludes uses which are inconsistent with the intent of industrial areas. However, some flexibility is allowed:

- Permitted retail activities include farmers' market, furniture store, gasoline station, convenience store, rental, and vehicle dealer. The floor area is limited, and medium and large format retail uses are not permitted.
- A residential unit associated with an artist studio is permitted. However, the floor area is limited, and new construction and strata-titling are not permitted.
- Office uses are permitted. To discourage stand alone offices, the allowable area is limited to a percentage of the existing building area, or is lower than the maximum density for industrial uses.

iv) encourage better utilization and intensification of industrial areas for industrial activities;

• Zoning and Development By-law

The industrial zoning encourages better utilization and intensification of industrial areas in the following ways:

- Permits a wide range of industrial uses (from light to heavy industrial) and associated accessory uses.
- Permits high densities that encourage a mix of industrial uses.
- Permits multi-storey building heights.
- Requires no building set backs, other than to ensure the provision of lane access.



- c) identify the Mixed Employment areas and their boundaries on a map generally consistent with the Regional Land Use Designations map (Map 2);

The Mixed Employment areas are identified on Map 1 (page 10).

- d) include policies for Mixed Employment areas which:

- i) support a mix of industrial, commercial, office and other related employment uses, while maintaining support for established industrial areas, including potential intensification policies for industrial activities, where appropriate;

- Land Use and Development Policies and Guidelines

The base zoning for Mixed Employment Areas is industrial. The Mixed Employment Area rezoning policies permit office and retail uses in clearly defined areas of the City. Sites that have been rezoned to permit office and retail uses continue to permit industrial uses. Residential uses are not permitted.

Rezoning and development policies have been approved for the following Mixed Employment areas:

- Burrard Slopes IC Districts
- False Creek Flats High Technology District
- Grandview/Boundary Mixed Employment Area
- Marine Drive Large Format Area
- Marine Landing Mixed Employment Area

- ii) allow large and medium format retail, where appropriate, provided that such development will not undermine the broad objectives of the Regional Growth Strategy;

- Large Format Area Rezoning Policies and Guidelines: Marine Drive Industrial Area (2001)
- Grandview Boundary Mixed Employment Area Rezoning & Development Policies And Guidelines (2002)

Large Format Area rezoning policies apply to sites fronting on arterials in two Mixed Employment areas:

- Marine Drive, south side, from Yukon Street to Main Street; and
- Grandview Highway, north side, from Slo-can Street to Boundary Road.

- Council will consider applications for site specific rezoning to CD-1 (Comprehensive District) for large format retail, institutional, cultural and recreational uses. Suitable uses are those not normally found or appropriate in a neighbourhood centre. All types of retail use, except the sale of food (i.e. grocery store), will be considered. Retail uses including clothing will require a retail impact analysis.

iii) support the regional objective of concentrating commercial and other major trip-generating uses in Urban Centres and Frequent Transit Development Areas;

All Mixed Employment areas are near a rapid transit station or Translink's Frequent Transit Network, and generally meet the location criteria set out in Table 3 of the Regional Growth Strategy regarding the distance from transit service.

Two Mixed Employment areas are located in the Metro Core:

- Burrard Slopes IC Districts
- False Creek Flats High Technology District

One Mixed Employment area is in a FTDA:

- Marine Landing Mixed Employment Area

Four Mixed Employment areas are near a rapid transit station:

- False Creek Flats High Technology District
- Grandview/Boundary Mixed Employment Area
- Marine Drive Large Format Area
- Marine Landing Mixed Employment Area

The City of Vancouver will work towards defining major trip-generating uses.

iv) where Mixed Employment areas are located within Urban Centres or Frequent Transit Development Areas, support higher density commercial development and allow employment and service activities consistent with the intent of Urban Centres or Frequent Transit Development Areas;

The following policies support higher density commercial development in Mixed Employment areas:

- False Creek Flats Rezoning Policy: Additional General Office Use in "High Technology" Districts (2009)
- Grandview Boundary Mixed Employment Area Rezoning & Development Policies And Guidelines (2002)
- Cambie Corridor Plan (2011)

Higher density General Office rezoning policies apply to sites in the following Mixed Employment areas:

- False Creek Flats High Technology District
- Grandview/Boundary Mixed Employment Area
- Marine Landing Mixed Employment Area

Council will consider applications for site specific rezoning to CD-1 (Comprehensive District) for a broad range of office uses on sites within a realistic walking distance of an existing rapid transit station, or station anticipated to be

constructed within a reasonable time. Viable pedestrian linkages to the rapid transit station must be demonstrated.

- Burrard Slopes IC Districts Interim Rezoning Policies and Guidelines (2007)

The goal of the Burrard Slopes rezoning policies is to preserve the area's downtown "support service" role and its existing small scale and architecturally varied character.

The major directions to achieve this goal are:

- The existing IC zoning permits industrial use and a lower density mix of office, service, and retail uses.
- The rezoning policies permit higher density for office and service uses, but not retail uses.





- v) allow low density infill / expansion based on currently accepted local plans and policies in Mixed Employment areas and support increases in density only where the Mixed Employment area has transit service or where an expansion of transit service has been identified in TransLink's strategic transportation plans for the planned densities;

See Section 2.2.4 d) iii) support the regional objective of concentrating commercial and other major trip-generating uses in Urban Centres and Frequent Transit Development areas on page 27.

- vi) exclude residential uses, except for an accessory caretaker unit;

The Mixed Employment area rezoning policies, except for the Burrard Slopes IC Districts Rezoning Policies, do not permit residential uses other than for a caretaker dwelling unit. Council has directed staff to consider removing the residential component from the Burrard Slopes IC Districts Rezoning Policies.

- e) include policies which help reduce environmental impacts and promote energy efficiency.

The Greenest City 2020 Action Plan includes a number of actions to reduce environmental impacts and promote energy efficiency.

- Greenest City 2020 Action Plan (2011)

#### Green Economy

The Green Economy targets include doubling the number of green jobs over 2010 levels by 2020 and doubling the number of companies that are actively engaged in greening their operations over 2011 levels by 2020.

High priority actions include:

- Develop programs to support each of the five green job clusters that the City has identified as priorities. Programs might include research, technology hubs, business incubators, and network development.
- Deliver a business engagement program. This program can help Vancouver businesses make measurable improvements to their environmental performance and improve productivity and competitiveness.

#### Green Buildings

The Green Building targets include reducing GHG emissions in existing buildings by 20% over 2007 levels, and requiring all buildings constructed from 2020 onward to be carbon neutral in operations.

High priority actions include:

- Update the Vancouver Building Bylaw to improve energy efficiency and reduce green house gas emission in both new and existing buildings.
- Use price signals in permit fees for new construction as well as renovations to existing buildings to reward energy efficiency and greenhouse gas reductions.

## STRATEGY 2.3

### Protect the supply of agricultural land and promote agricultural viability with an emphasis on food production

#### Role of Municipalities

#### 2.3.6 Adopt Regional Context Statements which:

- a) specify the Agricultural areas and their boundaries on a map generally consistent with the Regional Land Use Designations map (Map 2);

The Agricultural areas are identified on Map 1 (page 10).

- b) include policies to support agricultural viability including those which:
  - i) assign appropriate regional land use designations that support agricultural viability and discourage non-farm uses that do not complement agriculture;
  - ii) discourage subdivision of agricultural land leading to farm fragmentation;
  - iii) where feasible, and appropriate with other governments and agencies, maintain and improve transportation, drainage and irrigation infrastructure to support agricultural activities;
  - iv) manage the agricultural-urban interface to protect the integrity and viability of agricultural operations (e.g. buffers between agricultural and urban areas or edge planning);
  - v) demonstrate support for economic development opportunities for agricultural operations (e.g. processing, agri-tourism, farmers' markets and urban agriculture);
  - vi) encourage the use of agricultural land, with an emphasis on food production;
  - vii) support educational programs that provide information on agriculture and its importance for the regional economy and local food systems.

Regional Growth Strategy Sections 1.1.1 and 2.3.1 specify that Metro Vancouver will only extend regional sewerage services into RGS Agriculture areas under exceptional circumstances. It is acknowledged that the RGS Agricultural area within Vancouver's Southlands has GVS&DD approved sewerage service infrastructure in place, and only a small number of properties within that contained area have not yet connected to these services. Although not explicitly stated in the RGS, specified areas with existing GVS&DD approved services would not have to apply for RGS exemption for additional connections within that GVS&DD approved service area. Metro Vancouver is reviewing similar existing GVS&DD approved service areas in the region, and will work with the City of Vancouver to establish Vancouver Southlands' status within the Regional Growth Strategy.



The following policies support agricultural land viability. The City of Vancouver will work towards reviewing the policies and/or land use designations for the Southlands Agricultural area to address the objectives of the Regional Growth Strategy.

- Zoning and Development By-law

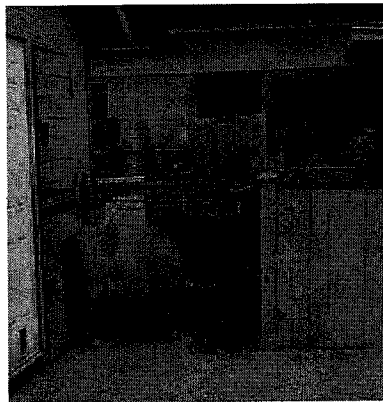
All lands in the City that are designated as Agricultural are also in the Agricultural Land Reserve and are zoned RA-1. All Agricultural Lands are located outside the Urban Containment Boundary.

The intent of the RA-1 zone is to maintain and encourage the semi-rural, equestrian and limited agricultural nature of this District, to permit one-family dwellings on large lots and in specific circumstances to permit infill one-family dwellings.

- Agricultural Land Reserve Policies (1979)

The City of Vancouver ALR policies state that:

- The primary criterion for evaluating applications for release of undeveloped or underdeveloped land from the Agricultural Land Reserve be the capability of that land for agricultural pursuits as determined by the Agricultural Land Commission and that the Agricultural Land Commission base its decisions solely on that criterion.



- Southlands Plan, Policies and Guidelines (1988)

The Southlands Plan retains the rural character of Southlands, supports the area's Agricultural Land Reserve designation, and supports the protection and rehabilitation of existing natural habitats and the protection and enhancement of the water quality of the Fraser River and estuary.

The policy calls for agricultural suitability to be the main criterion for land use decisions regarding the ALR, and states that the Agricultural Land Commission should only exempt land from the ALR if it has marginal or questionable potential for agricultural use.

The following policies help to encourage food production, economic development opportunities and educational programs in the City:

- Greenest City 2020 Action Plan (2011)

- Local Food

One of the goals of the Greenest City initiative is to become a global leader in urban food systems by 2020. The target is to increase city-wide and neighbourhood food assets by a minimum of 50% over 2010 levels. Related actions and strategies include:

- Grow more food in the City and expand the number of farmers markets within the City.
- Support the creation of food infrastructure and food related green jobs in production, processing, storage, distribution, and waste management.
- Establish partnerships with private businesses, non-profit groups, and volunteers.
- Develop policies and regulations to create a sustainable food system.
- Increase public awareness of the link between local food and a healthy environment.

- Vancouver Food Strategy (2013)

The Vancouver Food Strategy is a plan to create a just and sustainable food system for the City. It builds on years of food systems initiatives and grassroots community development, considering all aspects of the food system, from seed to table to compost heap and back again.

The strategy has five goals that will help shape the future of Vancouver’s food systems:

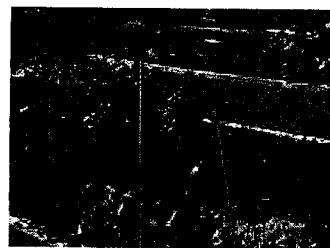
- Support food-friendly neighbourhoods.
- Empower residents to take action.
- Improve access to healthy, affordable, culturally diverse food for all residents.
- Make food a centrepiece of Vancouver’s green economy.
- Advocate for a just and sustainable food system.

- Farmers’ Market Policies (2010)

The Farmers’ Market By-laws were introduced in an effort to support and promote farmers’ markets in the City and a just and sustainable food system.

The farmers’ market by-laws support agricultural operations in the following ways:

- Farmers’ markets allowed in all zones across the City except for CD-1.
- Reduced permitting and licensing fees for farmers’ markets.
- A streamlined application process and expedited permitting times.



- Vancouver Food Charter (2007)

The Vancouver Food Charter is a vision for a food system that benefits our community and the environment. It sets out the City’s commitment to developing a coordinated municipal food policy, and encourages engagement and participation in activities related to food security.

The goal of Vancouver’s Food Charter is to effect change, by encouraging:

- Consumers to purchase more locally produced food.
- Regional farmers to direct more of their production to local markets.
- Restaurateurs to feature more local, sustainable food on menus.
- Food retailers to shift more of their inventory to local, sustainably produced food.
- Increased levels of edible gardening in the City.
- Enhanced backyard and neighbourhood composting.



**Protect the Environment and  
Respond to Climate Change Impacts**

## STRATEGY 3.1

### Protect Conservation and Recreation lands

Role of Municipalities:

3.1.4 Adopt Regional Context Statements which:

- a) identify Conservation and Recreation areas and their boundaries on a map generally consistent with the Regional Land Use Designations map (Map 2);

Conservation and Recreation areas include major parks, waterfront parks and walkways, natural corridors and golf courses. The Conservation and Recreation areas are identified on Map 1 (page 10).

- b) include land use policies to support the protection of Conservation and Recreation areas that are generally consistent with the following:
  - i) public service infrastructure, including the supply of high quality drinking water;
  - ii) environmental conservation;
  - iii) recreation, primarily outdoor;
  - iv) education, research and training facilities and uses that serve conservation and/or recreation users;
  - v) commercial uses, tourism activities, and public, cultural or community amenities that are appropriately located, scaled and consistent with the intent of the designation;
  - vi) limited agriculture use, primarily soil-based;



• Greenest City 2020 Action Plan (2011)

Access to Nature

The City of Vancouver's goal is for residents to enjoy incomparable access to green spaces, including the world's most spectacular urban forest. A target for meeting this goal is that all Vancouver residents live within a five-minute walk of a park, greenway, or other green spaces by 2020. Bringing nature more fully into people's daily lives and enhancing their experience with nature not only improves physical health, it also benefits the environment and wildlife.

Related actions and strategies include:

- Create four to six new mini-parks by converting street right-of-ways to parks.
- Work to acquire new parks in priority neighbourhoods.
- Plant 150,000 new trees on city land and other public property.
- Green Hastings Park.
- Build and upgrade parks and greenways.

• Park Board Strategic Plan (2005 – 2010)

The Park Board Strategic Plan outlines the need for meeting future challenges as the City's population continues to grow. The Strategy indicates that they will need more parkland and recreation facilities to meet the need, while preserving the 200+ parks with many outdoor play facilities and over 220 buildings including community centres, field houses, pools, rinks, restaurants, concession stands and service buildings.

Related actions include:

- Plan for long-term renewal of park and recreation facilities.
- Assess recreation needs.
- Expand services to accommodate population growth.

• City Plan (1995)

CityPlan provides the following directions:

New & More Diverse Public Places

Vancouverites seek new and more diverse public places – places where people can relax, walk, bike, socialize, celebrate, and play. Nature will be protected and so will the public views to the mountains and water that make up the City's spectacular setting.

- Ensure that the number and quality of the City's public places matches the needs of a growing and increasingly diverse population; and encourage neighbourhoods and businesses to participate in enhancing the City's public places.

Clean Air & Water

As the region grows and there is increasing pressure on our environment, the City will give priority to actions that protect the environment, everything from how people travel to how they use water.

- Make improving the environment a priority in decision-making with particular attention to air and water quality; and involve individuals and businesses directly in actions that protect and improve the environment. To achieve this, Vancouver will consider environmental impacts when making decisions on land use, transportation, and city services. For example, the standard template for Council Reports requires that Environmental Implications be considered.



- c) include policies, where appropriate, that effectively buffer Conservation and Recreation areas from activities in adjacent areas.

The City's intent is to encourage full access to nature. However, when planning green spaces and access to them, the City also considers carefully planned access points, trail heads, barrier planting and fences.

## STRATEGY 3.2

### Protect and enhance natural features and their connectivity

Role of Municipalities:

#### 3.2.4 Adopt Regional Context Statements which:

include policies and/or maps that indicate how ecologically important areas and natural features will be managed (as conceptually shown on Map 10) (e.g. steep slopes and ravines, intertidal areas and other natural features not addressed in Strategy 3.1).

- Park Board Strategic Plan (2005 - 2010)

The Vancouver Park Board is in the process of updating its Strategic Plan. The Plan's approved Strategic Framework (2011) is guided by the following Mission and Vision statements:

**Mission:** Provide, preserve and advocate for parks and recreation to benefit all people, communities and the environment.

**Vision:** To be leaders in parks and recreation by connecting people to green space, active living and community.

The Plan's vision will be achieved by focusing on four priority directions, one of which calls for the Board to be a Leader in Greening: Through our actions we demonstrate leading green and horticultural practices and preserve, protect and create green space. The goals and objectives for the Leader in Greening direction are summarized below.

**Goal #1 Green Operations:** We are green in all that we do – we strive to minimize our footprint through green policies and practices that reduce carbon dependency, enhance energy conservation and reduce waste.

Strategic Objectives for Green Operations:

1. Sustainable Operations: Design, measure, monitor and manage operations, and implement new practices to minimize our environmental footprint.
2. Greener Spaces: Preserve, restore and expand green space. Use the Park Board's horticultural expertise to support plant conservation, landscape restoration, garden design and local food production.

**Goal #2 Healthy Ecosystems:** We grow green neighborhoods by providing our communities with easy access to nature and advocating for healthy and sustainable environments.

Strategic Objectives for Healthy Ecosystems:

1. Green Stewardship: Model and advocate for best practices in ecosystem enhancement and management.

2. Local Food Systems: Support community-based food production by contributing to the development of neighbourhood and city-wide food infrastructure programs and assets.
3. Green Education & Advocacy: Use Park Board expertise, programs, facilities and partnerships to increase awareness and knowledge of sustainable living.

Consistent with the Plan's strategic directions, several ecologically important features and natural areas are being restored and enhanced across the City. Examples include:

- Renfrew Ravine and Renfrew Community Park master planning process, which aims to increase and enhance the riparian area around this open section of Still Creek.
- Ongoing implementation of the Stanley Park Forest Restoration project.
- Ongoing implementation of the Stanley Park Ecological Action Plan.

- Consultancy for the ecologically and culturally sensitive restoration of Beaver Lake in Stanley Park.
- Restoration of Beaver Lake bog.
- Maintaining and enhancing Audubon status for civic golf courses.
- Ongoing restoration of riparian areas along Still Creek in Vancouver.
- Studies underway to develop a creek and estuary in New Brighton Park.
- Ongoing planning for the restoration of Trout Lake and the master planning process for John Hendry Park.
- Restoration and enhancement of the Fraser River frontage at the River District between Kerr Street and Boundary Road.
- Development of a songbird strategy for the City.
- Restoration of remnant woodlands and creation of new forested areas in the City.
- Development of an ecotone on the site of the former Marginal Wharf at Jericho Beach.
- Construction of the Creekway watercourse in Hastings Park.

## Role of Municipalities:

### 3.2.5 Adopt Regional Context Statements which:

In collaboration with other agencies, develop and manage municipal components of the Metro Vancouver Regional Recreation Greenway Network and connect community trails, bikeways and greenways to the Regional Recreation Greenway Network where appropriate.

The City Greenways network identifies 17 Greenways across the City, shown on Map 2 (page 36).

#### • Vancouver Greenways Plan (1995)

The City Greenways network is a city-driven initiative to build greenways in Vancouver. The Vancouver Greenways Plan identifies City and Neighbourhood Greenways as important destinations and create a network that covers the entire City. The Greenways extend waterfront routes, provide a variety of routes that cross the City, and connect into the Regional Recreation Greenway Network.





Map 2: City Greenways Plan



<b>Legend</b>	<b>Greenway</b> Constructed or in progress
① Seaside *	Proposed Greenway Exact route to be determined through public consultation and detailed study
② Lagoon	Bikeway Constructed or in progress
③ Central Valley *	Trans Canada Trail
④ Granville	Potential connections
⑤ Downtown Historic Trail	Parks and open spaces
⑥ Carrall	Regional Recreation
⑦ Portside *	Greenway Network
⑧ Midtown Way	
⑨ Parkway *	
⑩ Spirit Trail	
⑪ Ridgeway	
⑫ Arbutus *	
⑬ Ontario	
⑭ Eastside Crosscut	
⑮ North Arm Trail	
⑯ Fraser River Trail *	
⑰ City Centre	

## Role of Municipalities:

### 3.2.6 Adopt Regional Context Statements which:

Identify where appropriate measures to protect, enhance and restore ecologically important systems, features, corridors and establish buffers along watercourses, coastlines, agricultural lands, and other ecologically important features (e.g. conservation covenants, land trusts, tax exemptions and ecogifting)

The following policies protect, enhance and restore ecologically important systems:

- Stanley Park Ecological Action Plan (2011)

This action plan focusses on restoration and enhancement activities to benefit the ecological health and biodiversity of Stanley Park's ecosystem.

The five priority areas to be addressed are:

- Ecological and culturally sensitive restoration of Beaver Lake.
- Seeking solutions to the water quality issues in Lost Lagoon.
- Developing best management practices for invasive species.
- Developing best management practices for Species of Significance.
- Reducing fragmentation of habitat in the park.

- Greenest City Quickstart Recommendations (2009)

Recommendations for nature and greenspace include:

- Restore Shoreline and Intertidal Zones: Vancouver should partner with the Vancouver Aquarium, non-governmental organizations (NGOs), and other levels of government on regular shoreline clean-up and intertidal zone restoration.
- Improve public access to the waterfront, restoring the riverbank, remediating soil and extending Vancouver's system of waterfront trails and parks.
- Add green space and improve river access.

- Still Creek Enhancement Plan (2002)

The purpose of this project is to rehabilitate and enhance some sections of Still Creek, one of only two remaining visible streams in urban Vancouver.

The City of Vancouver is working with neighbouring municipalities to:

- Return creekside habitat to native plantings.
- Remove concrete and naturalize creek banks.
- Add interpretive plaques and boardwalks to provide recreational and educational opportunities.

- Fraser River and Burrard Inlet Waterfront Policies and Guidelines (1974)

The public waterfront areas along Burrard Inlet, English Bay, False Creek and the Fraser River consist of parks, beaches, walkways and seawalls that have varied character, provide for many different uses and attract many different people.

The Waterfront policies require the provision of landscape treatments as a condition of development permit applications for all conditional use development along the Fraser River and the Burrard Inlet waterfronts.



## Role of Municipalities:

### 3.2.7 Adopt Regional Context Statements which:

Consider watershed and ecosystem planning and/or Integrated Stormwater Management Plans in the development of municipal plans.

- Integrated Stormwater Management Plans

There are three Integrated Stormwater Management Plans in the City:

- Still Creek has been in the implementation phase since 2006
- The Musquem Creek ISMP is under development and is scheduled for completion by the end of 2014.
- The city-wide ISMP, also scheduled for completion by the end of 2014, covers the rest of the City.

- Sewer Separation Plan

Vancouver is working toward the Province of BC's environmental goal to eliminate combined sewer overflows by 2050. As the City replaces combined sewers with a separated sewer system, properties will also need to have separated sewer connections.

Sewer separation has been underway since the 1970s. Elimination of combined sewer overflows will be achieved by 2050 and completion of system separation will be achieved in 2070.

## STRATEGY 3.3

### Encourage land use and transportation infrastructure that reduce energy consumption and greenhouse gas emissions, and improve air quality

## Role of Municipalities:

### 3.3.4 Adopt Regional Context Statements which:

- a) identify how municipalities will use their land development and transportation strategies to meet their greenhouse gas reduction targets and consider how these targets will contribute to the regional targets;

- Greenest City 2020 Action Plan (2011)

#### Climate Leadership

The City has a target to reduce community-based greenhouse gas emissions by 33% from 2007.

High priority actions to achieving this include:

- Work with partners in the City to build new neighbourhood-scale renewable energy systems.
- Work with partners to convert large-scale steam systems to renewable energy.
- Develop a policy framework that clearly articulates when the City will or will not consider different renewable energy sources for district energy systems.

## Green Transportation

The City of Vancouver is working towards making walking, cycling, and public transit preferred transportation options.

Targets include:

- The majority (over 50%) of trips are made by foot, bicycle, and public transit.
- Average distance driven per resident is reduced by 20% from 2007 levels.

High priority actions and strategies include:

- Support transportation and active transportation planning with land use policies that enable the City to meet mobility and transportation targets.
  - Make active transportation choices such as walking and cycling feel safe, convenient, comfortable and fun for all ages and abilities.
  - Plan for complete communities to encourage increased walking and cycling and to support improved transit service.
  - Support transit improvements to increase capacity and ensure that service is fast, frequent, reliable, fully accessible and comfortable.
- Greenhouse Gas Emission Reduction Official Development Plan (2010)

This Official Development Plan incorporates existing greenhouse gas emission reduction targets and actions to achieve those targets.

Targets include:

- Reduce GHG emissions:
  - (i) to 6% below 1990 GHG levels by 2012
  - (ii) to 33% below 2007 GHG levels by 2020
  - (iii) to 80% below 1990 GHG levels by 2050
- Require that all new construction be carbon neutral by 2030.

Related actions include:

- Continue to pursue and implement the policies outlined in the Community Climate Change Action Plan.
  - Develop a new climate change action plan to meet the 2020 GHG emission reduction target as part of the Greenest City 2020 implementation planning program.
- The Climate Friendly City: A Community Climate Change Action Plan for the City of Vancouver (2005)

This action plan demonstrates the City of Vancouver's commitment to leadership in addressing its own emissions, and in being environmentally, socially and economically responsible.

Climate-Friendly City recognizes the importance of building a city that works not only for today but also for the future, and is committed to becoming more sustainable in all of its operations. Vancouver City Council approved a corporate greenhouse gas reduction target of 20 per cent below 1990 emission levels by 2010. To achieve this goal, the City adopted a greenhouse gas action plan, which addresses emissions resulting from areas such as energy use in civic facilities, fleet operations and landfill emissions associated with the waste generated by city operations.

- Corporate Climate Change Action Plan (2003)

The City of Vancouver was one of the original signatories to the national Partners for Climate Protection initiative and in December, 2003 the City approved a Corporate Climate Change Action Plan outlining the steps and committing the resources to realize a 20% reduction in greenhouse gas emissions below 1990 levels by 2010 from its own operations. This included energy use in its own civic facilities, buildings, and fleets.



b) identify policies and/or programs that reduce energy consumption and greenhouse gas emissions, and improve air quality from land use and transportation infrastructure, such as:

- existing building retrofits and construction of new buildings to green performance guidelines or standards, district energy systems, and energy recovery and renewable energy generation technologies, such as solar panels and geexchange systems, and electric vehicle charging infrastructure
- community design and facility provision that encourages transit, cycling and walking (e.g. direct and safe pedestrian and cycling linkages to the transit system);

• Greenest City 2020 Action Plan (2011)

Climate Leadership

The City has a target to reduce community-based greenhouse gas emissions by 33% from 2007.

High priority actions to achieving this include:

- Work with partners in the City to build new neighbourhood-scale renewable energy systems.
- Work with partners to convert large-scale steam systems to renewable energy.
- Develop a policy framework that clearly articulates when the City will or will not consider different renewable energy sources for district energy systems.

Green Buildings

The Green Building targets include reducing GHG emissions in existing buildings by 20% over 2007 levels, and requiring all buildings constructed from 2020 onward to be carbon neutral in operations.

High priority actions to achieving these include:

- Update the Vancouver Building Bylaw to improve energy efficiency and reduce greenhouse gas emissions.
- Use price signals in permit fees to reward energy efficiency and greenhouse gas reductions.

Green Economy

The Green Economy targets include doubling the number of green jobs over 2010 levels by 2020 and doubling the number of companies that are actively engaged in greening their operations over 2011 levels by 2020.

High priority actions to achieving these include:

- Help Vancouver businesses make measurable improvements to their environmental performance.

Clean Air

The City of Vancouver target for clean air is to always meet or beat the most stringent air quality guidelines from Metro Vancouver, British Columbia, Canada, and the World Health Organization.

Highest priority actions include:

- Encourage electric vehicle transport.
- Regulate uncontrolled wood-burning appliances for residential buildings.
- Establish a framework to integrate air quality considerations in City of Vancouver planning.
- Collaborate with Port Metro Vancouver, Metro Vancouver, and BC Hydro on joint air quality issues.

## Green Transportation

The City of Vancouver is working towards making walking, cycling, and public transit preferred transportation options with a target that aims at making the majority (over 50%) of trips by foot, bicycle, and public transit.

### Key Strategies include:

- Make active transportation choices such as walking and cycling feel safe, convenient, comfortable and fun for all ages and abilities.
- Plan for complete communities to encourage increased walking and cycling and to support improved transit service.
- Support transit improvements to increase capacity and ensure that service is fast, frequent, reliable, fully accessible and comfortable.
- Advance policies that encourage residents to reduce car ownership and use.
- Accelerate the shift to low- and zero-carbon-emission vehicles.
- Work with local and regional partners on a sustainable goods-movement strategy that supports a growing economy while reducing GHG emissions.

### • Passive Design Toolkit (2009)

The Passive Design Toolkits serves as a resource to the development industry, and as a framework for the City to review and update its design guidelines.

The strategies in this toolkit offer suggestions for harnessing the power of the sun and decreasing the energy consumption requirements of a typical home.

### • Electric Vehicle Charging (2009)

The City is making the transition as easily as possible, by updating building bylaws to include EV charging infrastructure requirements.

To accommodate EVs in new apartment buildings, condos, townhouses, and other buildings

with a minimum of three homes, Council has made the following revisions to the City's building bylaw:

- Parking stalls - 20% of the parking stalls in every building must include a receptacle for charging cars.
- Electrical room - The electrical room must include enough space to install any equipment necessary to provide charging for all residents in the future.

### • Green Buildings Program (2008)

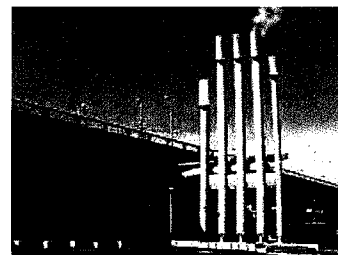
Under the Green Homes Program, new one- and two-family homes are required to include a number of sustainable features that will help save energy, water, and money, while providing an improved indoor environment.

### • Southeast False Creek Neighbourhood Energy Utility (2006)

The NEU provides space heating and domestic hot water to multi-family residential, commercial, institutional and industrial buildings in Southeast False Creek. As the City's first renewable district heating system, it launches a program to reduce greenhouse gas emissions by replacing fossil fuels with renewable energy sources.

### • Neighbourhood Energy Strategy (2012)

The City has adopted a Neighbourhood Energy Strategy that focuses efforts to develop new, low carbon neighbourhood energy centres in areas of greatest existing or planned density such as in the Metro Core and along the Cambie Corridor.



- c) focus infrastructure and amenity investments in Urban Centres and Frequent Transit Development Areas, and at appropriate locations along TransLink's Frequent Transit Network;

• Transportation 2040 (2012)

The Transportation Plan's land use direction states that the City will support shorter trips and sustainable transportation choices through mixed land use, pedestrian oriented design, densities that support walking, cycling, and transit, and new housing choices that put residents close to jobs, schools, recreation and transit.

Related actions include:

- Prioritize and encourage density and a diverse mix of services, amenities, jobs, and housing types in areas well served by frequent, high-capacity transit.
- Locate major trip generators near rapid transit stations or along transit corridors.
- Prioritize city transportation infrastructure investments in areas where density and land use optimizes sustainable transportation choices.

- d) implement land use policies and development control strategies which support integrated storm water management and water conservation objectives.

• Greenest City 2020 Action Plan (2011)

Clean Water

Targets for Clean Water are:

- Meet or beat the strongest of BC, Canadian, and appropriate international drinking water quality standards and guidelines.
- Reduce per capita water consumption by 33% from 2006 levels.

In order to meet these targets the City has developed high priority actions which include:

- Water metering for new homes which will move to volume-based pricing of water usage.
- Develop and implement enhanced water education, incentive and conservation programs including incentive programs for low-flow toilets and increased education and enforcement of lawn sprinkling regulations.
- Expand public access to drinking water and reduce use of bottled water.

- Eliminate combined sewer overflows from outfalls at Crowe and Burrard streets and develop Integrated Rainwater Management Plans for the City.

Key Strategies include:

- Monitoring and protecting water quality.
- Continuing leadership and advocacy.
- Expanding public access to drinking water.
- Implementing policies and programs to enhance water conservation.
- Engaging the public, industry, and business for improved water conservation choices and habits.
- Installing water-saving technology through incentives and programs.

- Sewer Separation Plan

Vancouver is working toward the Province of BC's environmental goal to eliminate sewage overflows by 2050. As the City replaces combined sewer systems with separated sewer systems, properties will also need to have separated sewer systems.



## STRATEGY 3.4

Encourage land use and transportation infrastructure that improve the ability to withstand climate change impacts and natural hazard risks

Role of Municipalities:

3.4.4 Adopt Regional Context Statements which:

include policies to encourage settlement patterns that minimize risks associated with climate change and natural hazards (e.g. earthquake, flooding, erosion, subsidence, mudslides, interface fires).

- Flood Proofing Policies (1988, 1995, 2007)

The City's flood proofing policies are intended to reduce or prevent injury, human trauma, and loss of life and to minimize property damage during a flood event. In an effort to do this, the policy mandates flood construction levels (FCLs) which are the minimum floor elevations

for living spaces and areas used for storage of goods that could be damaged by flood waters.

The City is working on amending the flood-proofing policies and undertaking a coastal flood risk assessment to respond to hazards posed by sea level rise.





## Role of Municipalities:

### 3.4.5 Adopt Regional Context Statements which:

Consider incorporating climate change and natural hazard risk assessments into the planning and location of municipal utilities, assets and operations.

- Climate Change Adaptation Strategy (2012)

Vancouver City Council has adopted a comprehensive climate change adaptation strategy to ensure that Vancouver remains a liveable and resilient city in the face of climate change.

The landmark strategy recommends nine primary actions and over 50 supporting actions that the City of Vancouver can take to incorporate climate change adaptation measures into new projects and daily operations for all city business.

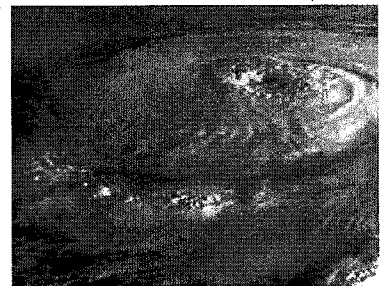
These actions will guide the way we build and maintain city streets, sewers, building infrastructure, parks and greenspaces to ensure they are resilient to climate change.

The objectives are:

- Minimize rainfall related flooding and associated consequences.
- Increase the resilience of Vancouver's infrastructure and assets to coastal flooding and erosion.
- Increase Vancouver's capacity to respond to extreme weather events and recover effectively.
- Reduce safety and health risks for the homeless and low-income population due to inclement weather.
- Minimize per capita water consumption.
- Minimize morbidity and mortality during heat waves.
- Increase resilience of the built environment to future climate conditions.
- Increase the long-term health and vigour of urban forests, green spaces and trees.
- Incorporate adaptation considerations in city business.

The primary actions identified in the strategy are:

- Complete and implement a city-wide Integrated Stormwater Management Plan
- Separate the sanitary and stormwater sewers (in progress )
- Complete a coastal flood risk assessment and develop a city-wide sea level rise adaptation response
- Update City flood-proofing policies including flood construction levels
- Develop a policy for back-up power and assess departments for shortfalls
- Water conservation (in progress )
- Support the Extreme Hot Weather Committee in completion of Phase II of planning and expand the hot weather preparedness work program.
- Continue to include climate change adaptation measures in the next Vancouver Building Bylaw (VBBL) update and explore associated zoning changes.
- Support development of a comprehensive Urban Forest Management Plan that focuses on growing successful trees in urban areas.



## STRATEGY 4.1

## Provide diverse and affordable housing choices

Role of Municipalities:

4.1.7 Adopt Regional Context Statements which:

- a) include policies or strategies that indicate how municipalities will work towards meeting the estimated future housing demand as set out in Appendix Table A.4, which:
  - i) ensure the need for diverse housing options is articulated in municipal plans and policies, including neighbourhood and area plans;
  - ii) increase the supply and diversity of the housing stock through infill developments, more compact housing forms and increased density;
  - iii) in collaboration with the federal government and the province, assist in increasing the supply of affordable rental units for households with low or low to moderate incomes through policies, such as density bonus provisions, inclusionary zoning or other mechanisms, particularly in areas that are well served by transit;
  - iv) encourage and facilitate affordable housing development through measures such as reduced parking requirements, streamlined and prioritized approval processes, below market leases of publicly owned property, and fiscal measures.

• Housing and Homelessness  
Strategy 2012-2021 (2011)

The goals of the Housing and Homelessness Strategy are to end street homelessness and provide more affordable housing choices, which include housing that is more accessible, affordable and suitable for all income levels, seniors, families and residents challenged by disability.

The strategic directions and priority actions in the strategy address the full range of housing options available to households of all income levels, extending from emergency shelter and housing for the homeless through

to affordable rental housing and homeownership.

Priority actions to increase the supply of affordable housing are:

- Optimize the City's use of land, capital grants, incentives, and other resources to lever and support housing partnerships
- Refine and develop new zoning approaches, development tools and rental incentives
- Pursue a new business model to enhance affordable housing delivery



Priority actions to encourage a housing mix across all neighbourhoods that enhances quality of life are:

- Protect the existing rental stock by:
  - maintaining and exploring opportunities to improve the Rate of Change regulations and SRA Bylaw
  - providing incentives for upgrades
  - improving property and tenancy management practices
- Target low barrier shelter, supportive housing and social housing:
  - in neighbourhoods with significant homeless populations and limited capacity
  - to specific populations (e.g. youth, ban Aboriginal, mentally ill, women, etc.)
- Use financial and regulatory tools to encourage a variety of housing types and tenures that meet the needs of diverse households

Priority actions to provide strong leadership and support partners to enhance housing stability are:

- Enhance support to renters
- Strengthen the focus of the Urban Health Initiative on homelessness, with an emphasis on improving health, safety, food security, employment, and social supports

- Demonstrate leadership in research and innovation to create improved housing options for our diverse population
- Focus our efforts with partners on preventing and eliminating homelessness

The strategy includes housing targets, summarized in Table 3, that meet or exceed the housing demand estimates set out in Appendix Table A.4 of the Regional Growth Strategy. To meet these targets by 2021, the actions in the strategy would:

- Ensure shelter capacity to meet the needs of street homeless
- Enable 2,900 new supportive housing units
  - Phase 1: 1,700 units (funded and delivered 2011–2013)
  - Phase 2: 450 units (funded 2012-2014)
  - Phase 3: 750 units (funded 2015-2021)
- Enable 5,000 additional new social housing units (includes 1,000 units of SRO replacement with self-contained social housing)
- Enable 11,000 new market rental housing units
  - 5,000 purpose-built rental
  - 6,000 secondary market (e.g. suites, laneway housing)
- Enable 20,000 market ownership units

**Table 3. Housing Targets By Tenure and Income - 10 Year Estimate  
Vancouver Housing and Homelessness Strategy**

Target 2012-2021	Total	Shelters	Supportive Housing	Non- Market Housing	Purpose Built Rental	Secondary Rental	Market Ownership
Vancouver	38,900	Meet Needs	2,900	5,000	5,000	6,000	20,000

• Mayor's Task Force on Affordable Housing: Final Report (2012)

The final report from the Task Force on Housing Affordability enables the delivery of greater housing diversity and affordability.

The report outlines four high level recommendations:

- Increase supply and diversity of affordable housing.  
Density increases in appropriate locations create important opportunities to enhance housing affordability and diversity. The City should accelerate planning programs that increase density in large developments and transit oriented locations, and those that increase housing diversity in residential neighbourhoods, including the creative use of underutilized city land, such as streets. Improving housing affordability and diversity should be a primary focus of these planning initiatives.
- Enhance the City's and the community's capacity to deliver affordable rental housing and social housing.  
Create a new City-owned entity to deliver affordable rental and social housing by using City lands. Mobilize the community to support affordable housing through community land trusts and alternative financing models.
- Protect existing social and affordable rental and explore opportunities to renew and expand the stock.  
Protect existing non-profit, social and co-operative housing that may be under threat and continue to protect the affordable market rental stock using the community planning process to focus on strategies to repair, renew and expand the stock neighbourhood by neighbourhood.
- Streamline and create more certainty and clarity in the regulatory process, and improve public engagement.  
Enhance certainty, efficiency and transparency of approval processes and clarify regulations in order to reduce development costs and enhance affordability.

To implement the Task Force recommendations, Council approved the following actions:

- Action 1: Implement an Interim Rezoning Policy that increases affordable housing choices in Vancouver's neighbourhoods
- Action 2: Implement the Thin Street concept
- Action 3: Develop an operational and organizational model for a City-owned Housing Authority
- Action 4: Use current community planning programs to increase the supply of affordable housing
- Action 5: Revise and clarify the City's inclusionary housing policies (20% Policy) to enhance flexibility
- Action 6: Identify additional City-owned land that may be underused and begin planning works to bring these sites forward for affordable housing development
- Action 7: Increase housing supply and options in strategic locations throughout the City
- Action 8: Increase the supply of additional secondary rental units
  - Expand laneway housing to additional single family zones;
  - Explore feasibility of laneway housing in duplex zones;
  - Expand the zoning districts and housing forms for secondary suites (e.g. row houses); and
  - Consult with industry on revisions to the Vancouver Building By-law to require "suite readiness".
- Action 9: Create opportunities for the development of more co-housing projects
- Action 10: Enhance the City's family housing requirements
- Action 11: Support the development of Community Land Trusts and new financing mechanisms
- Action 12: Evaluate the impacts of expiring federal operating agreements and City-lease expiry and develop options



- Action 13: Evaluate the City's rental protection regulations (Rate of Change)
- Action 14: Develop and implement rezoning and permit process improvements
- Action 15: Take steps to provide applicants more certainty in the City's approach to financing the infrastructure and amenities needed to accommodate growth

- Cambie Corridor Plan (2011)

The affordable housing strategy for the Cambie Corridor seeks to ensure that low and moderate income families, key workers, seniors and those with impaired health or mobility can continue to find good housing options in conveniently located, complete communities that are well-served by transit. It includes policies to encourage the expansion and protection of rental housing and provide a mix of market and non-market housing types and tenures throughout the Corridor.

- EcoDensity Charter (2008)

The EcoDensity Charter commits to using density, design and land use strategically to support and facilitate greater housing affordability and diversity through:

- An increased and consistent supply to help moderate housing prices
- The significant achievement of more affordable housing choices
- The facilitation of purpose-built rental housing construction
- The facilitation of housing choices outside of the regular market system
- The reduction of living costs related to energy and transportation
- Strategic retention and enhancement of existing purpose-built rental options.

- CityPlan (1995)

The CityPlan direction is to increase neighbourhood housing variety throughout the City, especially in neighbourhood centres, and give people the opportunity to stay in their neighbourhood as their housing needs change.

To achieve this, Vancouver will:

- Continue to provide new housing near downtown jobs and ensure the housing is suitable for different ages and incomes;
- Add more housing to single-family neighbourhoods – in new forms – to provide housing for neighbourhood residents at different stages in their lives, and locate this new housing in neighbourhood centres;
- Involve both the City and neighbourhoods in planning the types, appearance, and location of new housing best suited to each neighbourhood;
- Develop new forms of housing that appeal to people looking for features traditionally only available in single-family housing.

- Community Plans

Community Plans provide guidance and direction on a variety of topics, including: land use, urban design, housing, transportation, parks and public spaces, social planning, cultural infrastructure, heritage features and community facilities. Community

As part of the Community Plans Terms of Reference, the Community Plans will align with and respect existing city-wide and regional policies. Emerging policy and directions will also be considered and advanced, where possible, at the neighbourhood level.

Where city-wide targets exist, the community plans will work to advance the implementation of these targets at the neighbourhood level.

Community Plan directions could, for example:

- Provide shelter and supportive housing for the neighbourhood's homeless population.
- Identify means to support the provision of quality social housing stock.
- Explore housing options to maintain and increase rental stock without displacing tenants.
- Expand housing supply and diversity through alternative housing forms in appropriate locations.
- Address affordability through preservation and enhancement of the aging rental housing stock to meet the diversity of needs in the community.

• Neighbourhood Centres (Ongoing)

The nine Community Visions completed for primarily single-family neighbourhoods all contain directions for improvements to their key shopping areas and directions for new housing types in various locations. Together, these directions address the provision for "neighbourhood centres" first described in CityPlan. Neighbourhood Centres are where shopping, services and new housing come together.

• Downtown Eastside Housing Plan (2005)

The Housing Plan outlines actions to improve the area's long-term viability. New market housing will be encouraged in the area to stimulate the local economy and diversify the social spectrum. Replacing the stock of marginal housing (mainly the aging Single Room Accommodations) with secure, better quality housing will be an important step in the revitalization and stabilization of the area.

Specific actions include:

- Replace SRAs with low-income social housing on a 1-for-1 basis and facilitate the integration of market housing.
- Facilitate the provision of moderate-cost rental and owner-occupied accommodation in market development.

• Zoning and Development By-law

In addition to typical housing forms currently allowed in the City's residential districts, e.g. one-family, two-family and multi-family dwellings, zoning changes have been implemented or are currently underway to increase the supply and diversity of the housing stock. For example:

- A secondary suite is currently allowed in all one-family dwellings, and will be allowed in other housing types.
- A laneway house is currently allowed in most single family areas, and will be expanded to other residential areas.
- Infill housing is allowed in most two-family and multi-family districts.
- Other forms of housing, including small house, duplex, rowhouse, or stacked townhouse, are allowed in various residential districts and proposed in new residential districts, which will allow a secondary suite with these housing types.

• Affordable Housing Strategies

A number of strategies have been implemented to protect existing affordable housing and encourage affordable housing development, including:

Supportive Housing Sites

The City is developing 14 new supportive housing projects across the City. This project is part of a partnership with the Province of BC.



Under the terms of the partnership, the City is providing land, and the Province is funding construction. Once the buildings are complete, they will be leased at nominal rents to non-profit operators for 60 years.

#### Rental 100: Secured Market Rental Housing Policy

The purpose of the Rental 100 policy is to encourage the development of projects where 100% of the residential units are rental. All rental units created will be secured for 60 years, or for the life of the building, whichever is greater. Development incentives include:

- DCL waiver
- Parking requirement reductions
- Relaxation of unit size to 320 sq. ft.
- Additional density beyond what is available under existing zoning
- Concurrent processing for projects requiring a rezoning

#### Interim Rezoning Policy for Increasing Affordable Housing Choices

The goal of the Interim Rezoning Policy is to encourage housing developments that include a strong level of affordability, and:

- Offer 100 percent rental units, or sold at 20 percent below market value.
- Are up to six storeys high on an arterial street (served by transit), or 3.5 storeys high within 100 metres of an arterial street.

A maximum of 20 rezoning applications will be considered throughout the City prior to reevaluation by Council. Only two projects are permitted within 10 blocks of each other on any arterial street.

#### Rental Housing Stock Official Development Plan

The intent of the Rental Housing Stock Official Development Plan is to maintain rental housing by requiring one-for-one replacement of demolished rental units in redevelopment projects involving six or more dwelling units.

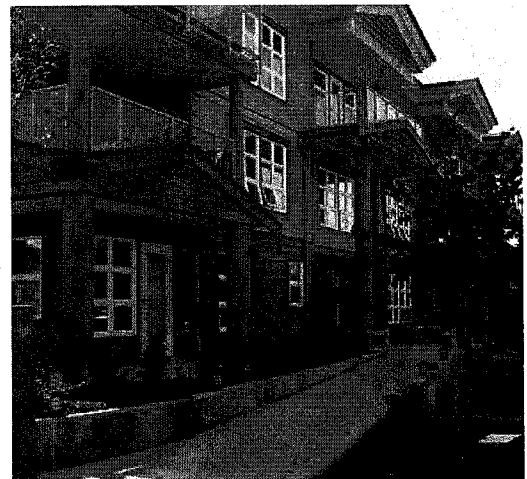
#### Single Room Accommodation (SRA) By-law

The By-law is a tool to regulate the rate of change in the supply of low income housing in the downtown core. An owner wanting to convert designated room(s) to another occupancy or use, or to otherwise convert or demolish a designated room, must apply for and obtain a conversion or demolition permit. Council will decide whether or not to grant the permit, and may attach conditions to the permit, including a demolition/conversion fee.

#### Affordable Housing in New Neighbourhoods Policy

Since 1988, the City has required that 20 percent of the units in new neighbourhoods should be available for the development of affordable housing. The City works closely with the developers in these areas to produce a housing mix, and with senior governments and other partners to fund and construct social housing projects.

This policy is currently under review to provide a more flexible approach to the delivery of affordable housing in large developments.



#### 4.1.8 Prepare and implement Housing Action Plans which:

- a) assess local housing market conditions, by tenure, including assessing housing supply, demand and affordability;
- b) identify housing priorities, based on the assessment of local housing market conditions, and consideration of changing household demographics, characteristics and needs;
- c) identify implementation measures within the jurisdiction and financial capabilities of municipalities, including actions set out in Action 4.1.7;
- d) encourage the supply of new rental housing and where appropriate mitigate or limit the loss of existing rental housing stock;
- e) identify opportunities to participate in programs with other levels of government to secure additional affordable housing units to meet housing needs across the continuum;
- f) cooperate with and facilitate the activities of the Metro Vancouver Housing Corporation under Action 4.1.5.

The Housing and Homelessness Strategy and the Mayors Task Force on Affordable Housing have implementation plans that address these actions (See Section 4.1.7).





## STRATEGY 4.2

### Develop healthy and complete communities with access to a range of services and amenities

#### Role of Municipalities:

4.2.4 Include policies within municipal plans or strategies, that may be referenced in the Regional Context Statements, which:

- a) support compact, mixed use, transit, cycling and walking oriented communities;
- b) locate community, arts, cultural, recreational, institutional, medical/health, social service, education facilities and affordable housing development in Urban Centres or areas with good access to transit;
- c) provide public spaces and other place-making amenities for increased social interaction and community engagement;
- d) support active living through the provision of recreation facilities, parks, trails, and safe and inviting pedestrian and cycling environments;
- e) support food production and distribution throughout the region, including in urban areas, roof top gardens, green roofs and community gardens on private and municipally-owned lands and healthy food retailers, such as grocery stores and farmers' markets near housing and transit services;
- f) assess overall health implications of proposed new communities, infrastructure and transportation services, including air quality and noise, with input from public health authorities;
- g) support universally accessible community design;
- h) where appropriate, identify small scale Local Centres in General Urban areas that provide a mix of housing types, local-serving commercial activities and good access to transit. Local Centres are not intended to compete with or compromise the role of Urban Centres and should preferably be located within Frequent Transit Development Areas;
- i) recognize the Special Employment Areas as shown on the Local Centres, Hospitals and Post-Secondary Institutions map (Map 11). Special Employment Areas are located outside of Urban Centres and Frequent Transit Development Areas, and are region-serving, special purpose facilities that have a high level of related transportation activity due to employee, student, or passenger trips.

• Greenest City 2020 Action Plan (2011)

Green Transportation

The City of Vancouver is working towards making walking, cycling, and public transit preferred transportation options.

Key Strategies include:

- Plan for complete communities to encourage increased walking and cycling and to support improved transit service by planning for mixed-use areas with pedestrian oriented public spaces, planning for new development that supports existing and new transit infrastructure, and encouraging new housing choices in existing walkable neighbourhoods.
- Make active transportation choices such as walking and cycling feel safe, convenient, comfortable and fun for all ages and abilities.

Access to Nature

The City of Vancouver's goal is for residents to enjoy incomparable access to green spaces, including the world's most spectacular urban forest.

A target for meeting this goal includes:

- All Vancouver residents live within five-minute walk of a park, greenway, or other green spaces by 2020.

Clean Air

The City of Vancouver has a target to always meet or beat the most stringent air quality guidelines from Metro Vancouver, British Columbia, Canada, and the World Health Organization.

Local Food

The City of Vancouver wants to become a global leader in urban food systems with a target to increase city-wide and neighbourhood food assets by a minimum of 50% over 2010 levels.

• Vancouver's Healthy City Strategy 2012 – 2020 (Ongoing)

The health of people, the health of places, and the health of the planet are all connected. The City of Vancouver has long recognized that true sustainability requires integrated decision-making that takes into account the social, economic, and ecological needs of our residents, our neighbourhoods, and our environment.

This long-term strategy for healthier people, healthier places, and a healthier planet will focus our efforts in three key strategic areas:

- Towards Healthy People: taking care of the basics
- Towards Healthy Communities: promoting inclusion, belonging and connectedness
- Towards Healthy Environments: ensuring liveability now and into the future

The City of Vancouver is working with our key partner Vancouver Coastal Health to develop a formal commitment to enhance our collaborative efforts in seven priority areas:

1. Healthy housing options
2. Food security and sustainable food systems
3. Early care and learning
4. Active living and getting outside
5. Healthy services
6. Social connectedness
7. Healthy built environment



- Mayor's Task Force on Affordable Housing: Final Report (2012)

The final report from the Task Force on Housing Affordability enables the delivery of greater housing diversity and affordability.

The report outlines high level recommendations which include:

- Increase supply and diversity of affordable housing.

Density increases in appropriate locations create important opportunities to enhance housing affordability and diversity. The City should accelerate planning programs that increase density in large developments and transit oriented locations, and those that increase housing diversity in residential neighbourhoods, including the creative use of underutilized city land, such as streets.

- Cambie Corridor Plan (2011)

The Cambie Corridor Plan focuses on opportunities to integrate development with transit and to build and enhance the existing neighbourhoods along the Corridor while supporting the City's goals of environmental sustainability, liveability, and affordability.

Planning Principles include:

Principal 2 - Provide a complete community

- Provide land use mix throughout the Corridor that offers a variety of opportunities to work, live, shop, play and learn.
- Facilitate walking, biking, and strong transit ridership.
- Prioritize retail and other commercial uses at grade within identified neighbourhood centres, existing commercial areas, or areas adjacent to a station.
- Provide amenities and services, including entertainment, cultural facilities and services.
- Support rich social interactions and the inclusion of all residents in community life.

- Develop spaces in a way that provides adaptability/flexibility among different uses as the Corridor evolves.

- Central Area Plan (1991)

Central Area Plan goals that support the development of complete communities include:

- Create a central area that has a mix of activities, with quieter neighbourhoods where people live close to more active areas where people shop and play, as well as work; and where the public streets are the primary scene of public life.
- Ensure that the central area is a place to live and visit for all people; for all income and ethnic groups; accessible to the disabled; and for all ages, from children to seniors.
- Strengthen the unique qualities and symbolism of the central area as a special place; its skylines, heritage resources, character areas, livable neighbourhoods, and active public places.
- Enhance the central area as a place where pedestrians move safely, easily, and comfortably on all streets where walking, supplemented by transit and bicycles, is the primary means of moving around.

- CityPlan (1995)

CityPlans land use policies for complete communities include:

- Create neighbourhoods that provide residents with a variety of housing, jobs, and services.
- Create neighbourhood centres that become the civic, public heart of each neighbourhood.
- Plan the centres with local people to meet the current and emerging needs of residents and local businesses.
- Ensure that the number and quality of the City's public places matches the needs of a growing and increasing diverse population.

- EcoDensity Charter (2008)

EcoDensity recognizes that density -- high quality, green in design, strategically located, and properly implemented -- provides cities with a powerful opportunity to improve environmental sustainability, along with affordability and livability.

Related commitments in the Charter include:

- Protect and ensure proper space for diverse jobs, shopping and economic activity close to home for a balanced, resilient city with minimal commuting as the City grows, including protection of key commercial and industrial districts for economic activity rather than housing.
- Achieve greater densities smartly and strategically, in land-use patterns, locations and designs where carbon footprint improvements and environmental gains are highest (e.g., around fixed transit; walkable shopping, employment and amenity areas; district energy sources, etc.) and where affordability and livability are also fostered.

- Park Board Strategic Plan (2005 – 2010)

The Park Boards mission is to provide, preserve and advocate for parks and recreation to benefit all people, communities and the environment.

The Strategy indicates more parkland and recreation facilities will be needed, while preserving parks with many outdoor play facilities and buildings including community centres, field houses, pools, rinks, restaurants, concession stands and service buildings.

Related actions include:

- Planning for long-term renewal of park and recreation facilities.
- Developing a park renewal strategy for neighbourhood and city-wide parks which balances the preservation of environmental assets with enhanced public recreation opportunities.

- Keeping Vancouver's parks and recreation facilities operating efficiently by ongoing investment of financial capital.

- Culture Plan for Vancouver 2008-2018

The vibrancy of Vancouver's arts and culture scene is a priceless benefit to its citizens and visitors. The Culture Plan affirms the City's commitment to a diverse and healthy creative sector. Vancouver's Culture Plan vision is to develop, enliven, enhance, and promote arts, culture, and cultural diversity in our City in ways that benefit our citizens, creative community, businesses, and visitors.

- Vancouver Food Strategy (2013)

The Vancouver Food Strategy is a plan to create a just and sustainable food system for the City. It builds on years of food systems initiatives and grassroots community development, considering all aspects of the food system, from seed to table to compost heap and back again.

The strategy has five goals that will help shape the future of Vancouver's food systems:

- Support food-friendly neighbourhoods
- Empower residents to take action
- Improve access to healthy, affordable, culturally diverse food for all residents
- Make food a centrepiece of Vancouver's green economy
- Advocate for a just and sustainable food system

- Vancouver Food Charter (2007)

The Vancouver Food Charter is a vision for a food system that benefits our community and the environment. It sets out the City's commitment to developing a coordinated municipal food policy, and encourages engagement and participation in activities related to food security.



The goal of Vancouver's Food Charter is to effect change, by encouraging:

- Consumers to purchase more locally produced food.
- Regional farmers to direct more of their production to local markets.
- Restaurateurs to feature more local, sustainable food on menus.
- Food retailers to shift more of their inventory to local, sustainably produced food.
- Increased levels of edible gardening in the City.
- Enhanced backyard and neighbourhood composting.

• Farmers' Market Policy (2010)

The Farmers' Market Policy was put forward to make it easier to set up markets throughout the City.

Changes to Policy included:

- Reducing permit fees for farmers' markets
- Expanding the zoning to allow for markets in all zones across the City
- Increasing the permitted maximum market size
- Establishing a streamlined process for setting up a market

• Urban Agriculture Guidelines for the Private Realm (2009)

Urban agriculture refers to growing food within a town or city - and includes community gardens, farmers markets, hobby beekeeping, shared garden plots, and edible landscapes.

The guidelines provide guidance with:

- Shared garden plots
- Location and access
- Co-locating with other amenities
- Number and size of garden plots
- Design of garden plots
- Support facilities
- Edible landscaping
- Stewardship

• Park Board Community Garden Policy (2005)

The Board recognizes community gardening as a valuable recreation activity that can contribute to community development, environmental awareness, positive social interaction, and community education.

The policy includes the following:

Support the development of the City's community gardens by :

- Providing access to information on the development and operation of community gardens
- Helping interested groups find suitable land for the development of community gardens (including on City-owned land, land controlled by other government agencies, and privately owned land)
- Helping develop user agreements with the owners of sites chosen for new gardens
- Providing initial and on-going support to community gardens

• Transportation 2040 (2012)

The City works together with TransLink and Metro Vancouver municipalities to build and maintain an integrated transportation system that moves people and goods through our city and region.

The plan's directions for long-term policies and specific actions include:

- Land Use - Use land use to support shorter trips and sustainable transportation choices.
- Walking - Make walking safe, convenient, and delightful. Ensure streets, sidewalks, and laneways support a vibrant public life that encourages a walking culture, healthy lifestyles, and social connectedness.
- Cycling - Make cycling feel safe, convenient, comfortable, and fun for people of all ages and abilities.
- Transit - Support transit improvements to increase capacity and ensure service that is fast, frequent, reliable, fully accessible, and comfortable.

- Bicycle Plan (1999)

The Bicycle Plan identifies action items to improve cycling in Vancouver, including a network of commuter and recreational bicycle routes throughout Vancouver. The plan took into account extensive consultation with cyclists and residents, and analyzed what we needed to integrate cyclists into the transportation network.

- Vancouver Greenways Plan (1995)

The Vancouver Greenways Plan presents an overview of the proposed Vancouver Greenways system, descriptions of the two major components (City Greenways and Neighbourhood Greenways) and an implementation strategy.

Vancouver Greenways can be waterfront promenades, urban walks, environmental demonstration trails, heritage walks and nature trails. Greenways expand opportunities for urban recreation, provide alternate ways to move through the City and enhance the experience of nature, community and city life.

Goals of a City Greenway are:

- Make walking more interesting
- Make cycling safer and more convenient
- Reduce the impact of the car

- Enhanced Accessibility Guidelines

These guidelines are used to assist owners and applicants in designing and incorporating enhanced accessibility for persons with disabilities into new or existing one-family dwellings, one-family dwellings with a secondary suite or two-family dwellings.

Enhanced accessibility encompasses the provision of ramps, lifts or other means of access to enable persons who have a loss, or reduction of functional ability and activity, to gain access to and from a dwelling.

- Accessible Street Design Guidelines

The City of Vancouver is committed to delivering the highest level of accessible and barrier-free pedestrian environment possible.

In designing for inclusion, accessibility and barrier-free pedestrian environments the guiding principles are:

1. **Equitable Use**  
The design is useful and marketable to people with diverse abilities.
2. **Flexibility in Use**  
The design accommodates a wide range of individual preferences and abilities.
3. **Simple and Intuitive Use**  
Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
4. **Perceptible Information**  
The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
5. **Tolerance for Error**  
The design minimizes hazards and the adverse consequences of accidental or unintended actions.
6. **Low Physical Effort**  
The design can be used efficiently and comfortably and with a minimum of fatigue.
7. **Size and Space for Approach and Use**  
Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture, or mobility.

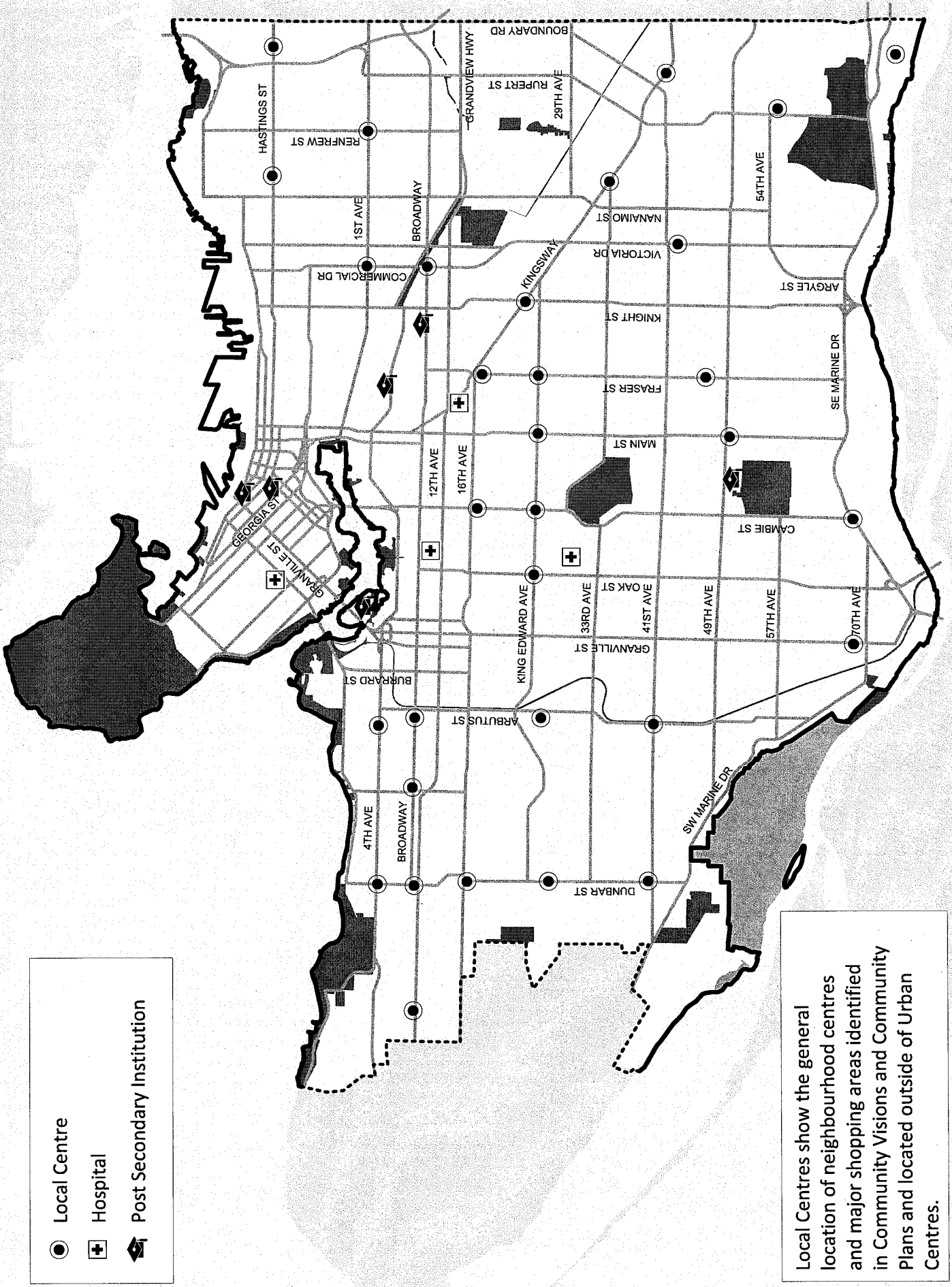
- Local Centres

Local Centres show the general location of neighbourhood centres and major shopping areas identified in Community Visions and Community Plans and located outside Urban Centres.

Local Centres are identified on Map 3 (page 58).



Map 3. Local Centres, Hospitals and Post-Secondary Institutions



## STRATEGY 5.1

Coordinate land use and transportation to encourage transit, multiple-occupancy vehicles, cycling and walking

Role of Municipalities:

5.1.6 Adopt Regional Context Statements which:

- a) identify land use and transportation policies and actions, and describe how they are coordinated, to encourage a greater share of trips made by transit, multiple-occupancy vehicles, cycling and walking, and to support TransLink's Frequent Transit Network;

The City of Vancouver has a number of integrated plans and policies related to land use and transportation. These plans include:

- Transportation 2040 (2012)
- Greenest City 2020 Action Plan (2011)
- Cambie Corridor Plan (2011)
- EcoDensity Charter (2008)
- Metro Core Jobs and Economy Plan (2007)
- Bicycle Plan (1999)
- CityPlan (1995)
- Vancouver Greenways Plan (1995)
- Central Area Plan (1991)
- Community Plans

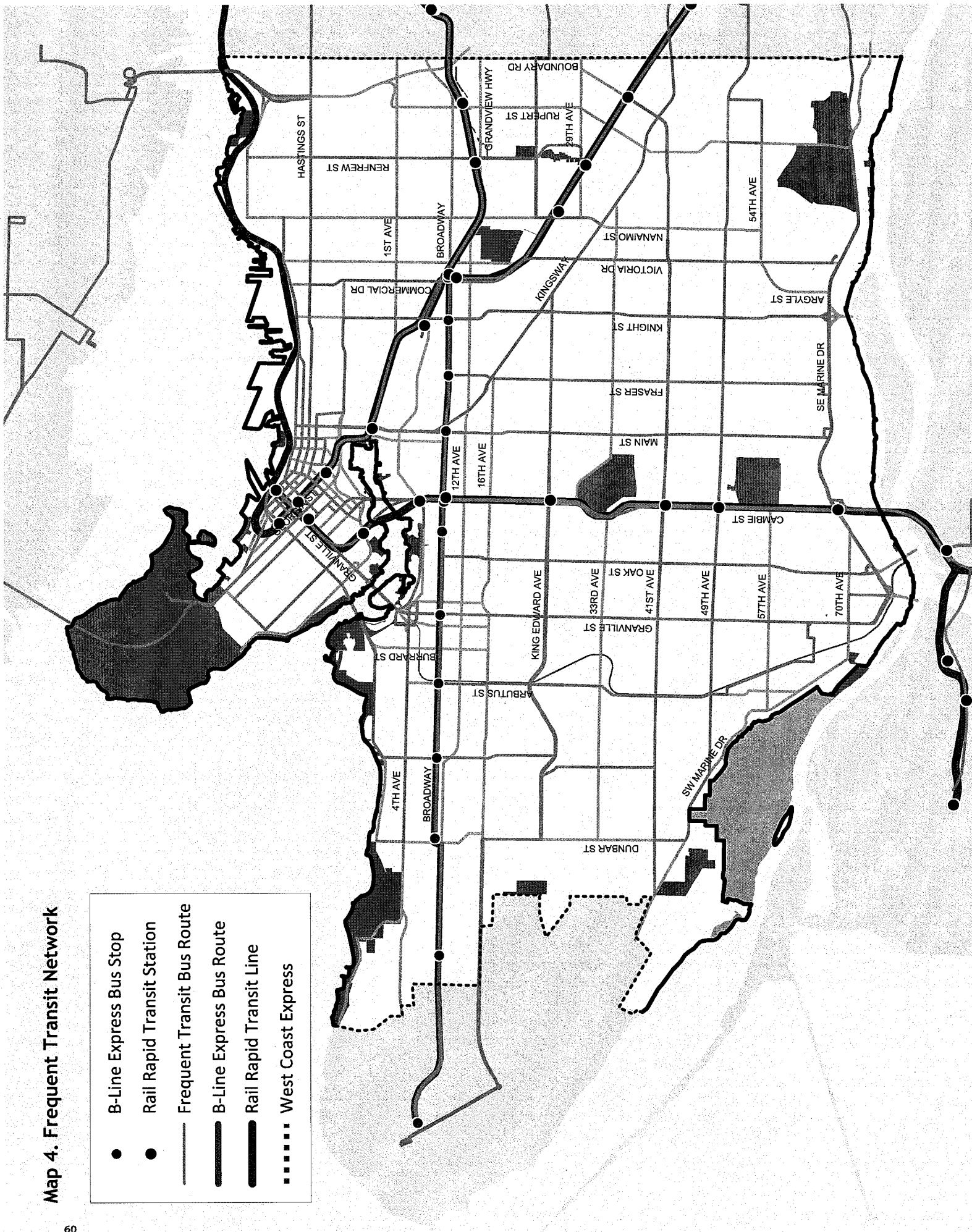
TransLink's Frequent Transit Network is shown on Map 4 (page 60).





Map 4. Frequent Transit Network

- B-Line Express Bus Stop
- Rail Rapid Transit Station
- Frequent Transit Bus Route
- B-Line Express Bus Route
- Rail Rapid Transit Line
- ..... West Coast Express



• Transportation 2040 (2012)

Transportation 2040 is a plan that supports an inclusive, healthy, prosperous and livable future for Vancouver. The plan will provide a vision for the next 30 years, and guide transportation decisions for how people and goods will move in and around Vancouver for the next 15 years. It is the roadmap for a future where walking, cycling, and transit are attractive options for getting around.

This plan includes high-level policies and specific actions grouped into the transportation-related categories listed below:

- Land Use  
Use land use to support shorter trips and sustainable transportation choices.
- Walking  
Make walking safe, convenient, comfortable and delightful. Ensure streets and sidewalks support a vibrant public life and encourage a walking culture, healthy lifestyles, and social connectedness.
- Cycling  
Make cycling safe, convenient, comfortable, and fun for people of all ages and abilities.
- Transit  
Support transit improvements to increase capacity and ensure service that is fast, frequent, reliable, fully accessible, and comfortable.
- Motor Vehicles  
Manage the road network efficiently to improve safety and support a gradual reduction in car dependence. Make it easier to drive less. Accelerate the shift to low-carbon vehicles.
- Goods, Services, and Emergency Response  
Support a thriving economy and Vancouver's role as a major port and Asia-Pacific gateway while managing related environmental and neighbourhood impacts. Maintain effective emergency response times for police, fire, and ambulance.

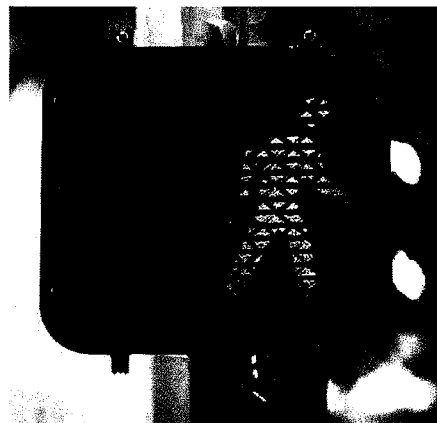
- Education, Encouragement, and Enforcement  
Encourage sustainable transportation choices and educate all road users to promote safe and respectful behaviour. Support legislation and enforcement practices that target dangerous conduct.

The City's transportation decisions will generally reflect a "hierarchy of modes" for moving people, as prioritized below.

1. Walking
2. Cycling
3. Transit
4. Taxi/Commercial Transit/Shared Vehicles
5. Private Automobiles

The hierarchy is intended to help ensure that the needs and safety of each group of road users are sequentially considered when decisions are made, that each group is given proper consideration, and that the changes will not make existing conditions worse for more vulnerable road users, such as people on foot, bicycle, and motorcycle.

This is a general approach and does not mean that users at the top of the list will always receive the most beneficial treatment on every street. Where modes lower in the hierarchy are prioritized, the reasons for this approach will be outlined and improvements to parallel alternative routes considered.



- Greenest City 2020 Action Plan (2011)

#### Green Transportation

The City of Vancouver is working towards making walking, cycling, and public transit preferred transportation options with a target that aims at making the majority (over 50%) of trips by foot, bicycle, and public transit.

The Highest Priority Actions for Green Transportation include:

- Completing a new Active Transportation Master Plan and updating the Transportation Plan with direction from the strategies and actions in the Greenest City Action Plan.
- Improving pedestrian safety by developing and implementing a pedestrian safety study and action plan.
- Supporting transportation and active transportation planning with land use policies that enable the City to meet mobility and transportation targets.
- Working with TransLink and the Province to advocate for high-capacity, fast, frequent and reliable rapid transit for the Broadway Corridor from Commercial Drive to the University of British Columbia.
- Pursuing the development and installation of a bike-share program in Vancouver's downtown and other high-potential cycling areas.

Key Strategies include:

- Make active transportation choices such as walking and cycling feel safe, convenient, comfortable and fun for all ages and abilities by: safer and more convenient bike routes, better bike parking and end-of-trip facilities, more dedicated pedestrian-priority spaces, streets and sidewalks that encourage active transportation, and improved safety through design, education and enforcement.

- Plan for complete communities to encourage increased walking and cycling and to support improved transit service by: planning for mixed-use areas with pedestrian oriented public spaces, planning for new development that supports existing and new transit infrastructure, and encouraging new housing choices in existing walkable neighbourhoods.
- Support transit improvements to increase capacity and ensure that service is fast, frequent, reliable, fully accessible and comfortable by: expanding transit services, improving transit experience, protecting future transit corridors and expanding measures to improve the reliability of transit services.
- Advance policies that encourage residents to reduce car ownership and use by: expanding support for car sharing; better management of on-street parking; unbundling the cost of parking from housing; and working with partners to encourage work-from-home and other programs that reduce the need for vehicle trips.
- Accelerate the shift to low- and zero-carbon-emission vehicles by: supporting electric vehicles with convenient charging stations and other infrastructure, and integrating electric vehicle use into City operations.

- Cambie Corridor Plan (2011)

The Cambie Corridor Plan focuses on opportunities to integrate development with transit and to build and enhance the existing neighbourhoods along the Corridor while supporting the City's goals of environmental sustainability, liveability, and affordability.

The following principles, generated with the community, provide overall direction for the future of the Cambie Corridor. They are intended to inform comprehensive planning along the Corridor, as well as shape and inform individual land use change and future detailed development.

## Principles

1. Provide land use that optimizes the investment in transit
2. Provide a complete community
3. Create a walkable and cycleable Corridor of neighbourhoods seamlessly linked to public transit
4. Focus intensity and community activity at stations and other areas with strategic opportunities for sustainability, renewable energy and public amenity
5. Provide a range of housing choices and affordability
6. Balance city-wide and regional goals with the community and its context
7. Ensure job space and diversity

## Directions

New developments should significantly assist in optimizing a shift in travel choice to walking, biking and taking transit.

Supportive land uses are those that:

- include high employee and residential densities, recognizing that the highest densities will be focused at stations and other areas with strategic opportunities for sustainability (i.e. large sites and significant district energy opportunities) and decrease with distance from these areas
- ensure adequate and appropriate job space
- encourage travel time outside of peak periods
- attract reverse flow travel
- encourage travel by walking and cycling

### • EcoDensity Charter (2008)

The EcoDensity Charter commits the City to making environmental sustainability a primary goal in all city planning decisions while doing so in ways that also support housing affordability and livability.

Charter commitments include:

- Densify and manage change in ways that enhance and reinforce a city of walkable, complete neighbourhoods; improve biking and transit infrastructure and movement and reduce and de-emphasize automobile use and ownership.

### • Metro Core Jobs and Economy Plan (2007)

The Metro Core Jobs and Economy Land Use Plan is a major review of land use needs in the Metro Core over the next 25 years. The goal is to ensure that there is enough land supply – and transportation capacity – for future job growth.

Key policy directions include:

- Affirm the Metro Core's role as the major employment and cultural centre of the region and ensure adequate job space for future job growth, while meeting other city objectives such as affordable housing, sustainable transportation, cultural amenity and heritage revitalization.
- Support sustainable transportation objectives by focussing job growth in areas well-served by public transit, and by maintaining a balance between jobs and housing.
- Explore parking strategies and standards that support sustainable transportation modes; visitor and business/customer needs; and re-use of existing industrial buildings.



- Bicycle Plan (1999)

The Bicycle Plan identified action items to improve cycling in Vancouver, including a network of commuter and recreational bicycle routes throughout the City. The plan took into account extensive consultation with cyclists and residents, and analyzed what we needed to integrate cyclists into the transportation network.

The Cycling Routes are shown on Map 5 (page 65).

- CityPlan (1995)

CityPlan is a city-wide plan that includes directions on a range of topics from transportation to arts, from housing to community services.

The CityPlan vision for transportation is focussed around transit, walking, and biking as a priority.

Directions indicate that:

- Vancouverites want to put transit, walking, and biking ahead of cars to slow traffic growth in their neighbourhoods and improve the environment.
- A greater range of transportation choices will be available.
- Neighbourhood centres will bring more people closer to shops, services, and jobs, reducing their need to travel long distances.
- Although the car will continue to play an important transportation role, car use will be less convenient and more costly than it is today.

- Vancouver Greenways Plan (1995)

The Vancouver Greenways Plan presents an overview of the proposed Vancouver Greenways system, descriptions of its two major components (City Greenways and Neighbourhood Greenways) and an implementation strategy. Vancouver Greenways can be waterfront promenades, urban walks, environmental demon-

station trails, heritage walks and nature trails. Greenways expand opportunities for urban-recreation, provide alternate ways to move through the City and enhance the experience of nature, community and city life.

Goals of a City Greenway are:

- Make walking more interesting
- Make cycling safer and more convenient
- Reduce the impact of the car

- Central Area Plan (1991)

The Central Area Plan is a policy framework specifically for the entire downtown peninsula, its waterfronts, the False Creek basin, and Central Broadway. It defines overall goals that embody a vision for the future growth and development of the central area while providing in-depth policies for key land use issues.

Goals in the Plan include creating a Walkable Central Area by enhancing the central area as a place where pedestrians move safely, easily and comfortably on all streets and where walking, supplemented by transit and bicycles, is the primary means of moving around.

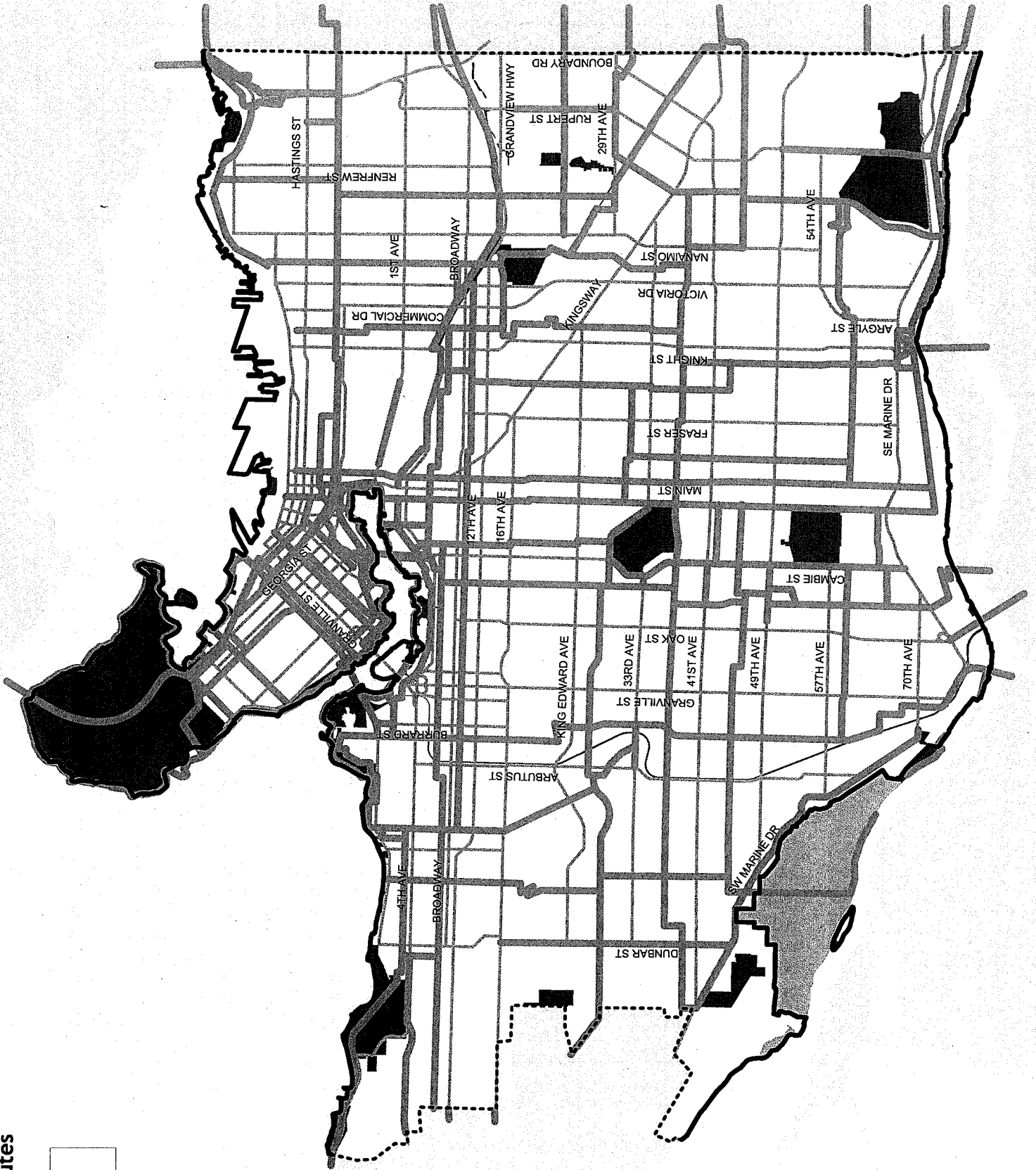
In addition, the plan identified further work to improve mode split; encourage more commuters to take transit; improve "in town" transit circulation; and improve pedestrian and bicycle networks.

- Community Plans (Ongoing)

Community plans are policy documents that provide guidance and direction on a variety of topics, including: land use, urban design, housing, transportation, parks and public spaces, social planning, cultural infrastructure, heritage features and community facilities.

Council policies require that community plans respond to city-wide plans and policies, including those relating to land use and transportation.

Map 5. Cycling Routes



- b) identify policies and actions that support the development and implementation of municipal and regional transportation system and demand management strategies, such as parking pricing and supply measures, transit priority measures, ridesharing, and car-sharing programs;

• Transportation 2040 (2012)

High-level policies and specific actions that support the development and implementation of municipal and regional transportation systems and demand management strategies include:

Transit Network

- Advance new and improved rapid transit
- Advance new and improved local transit
- Improve transit reliability and speed using transit priority measures
- Support increased water-based transit
- Support improved inter-regional transit

Transit Financing

- Support stable and equitable long-term transit funding sources
- Support effective fares that encourage transit use

Parking

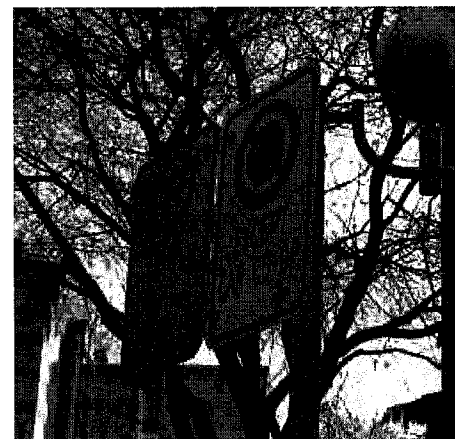
- Use off-street parking requirements to support reduced auto ownership and use
- Support strategies that reduce the need for parking (e.g. eliminate minimum parking requirements downtown and near rapid transit stations)
- Separate parking and housing costs to increase housing affordability
- Approach parking as a shared district resource
- Design parking to be flexible and adaptable
- Make it easier for drivers to find available parking spaces
- Manage parking in neighbourhoods
- Provide accessible parking for persons with disabilities
- Support cycling, low-carbon vehicles, and car sharing
- Support efficient loading and servicing

Car Sharing

- Support increased car sharing
- Expand requirements and incentives for car sharing in new developments.
- Continue to make priority on-street locations available for car sharing.
- Adopt parking design guidelines for larger developments that enable non-residents to access on-site car-sharing vehicles.
- Support legislative and technological advances that facilitate peer-to-peer car sharing.

Other Demand Management Tools

- Support transportation demand programs that are employer-, institutional-, and district-based
- Support regional road or congestion pricing with revenue directed towards sustainable transportation improvements
- Support insurance options that reward drivers for driving less



c) identify policies and actions to manage and enhance municipal infrastructure to support transit, multiple-occupancy vehicles, cycling and walking.

• Transportation 2040 (2012)

High-level policies and specific actions to manage and enhance municipal infrastructure to support transit, multiple-occupancy vehicles, cycling and walking include:

Transit Network

- Advance new and improved rapid transit
- Advance new and improved local transit
- Improve transit reliability and speed using transit priority measures
- Support increased water-based transit
- Support improved inter-regional transit

Transit-supportive Public Realm

- Support a transit system that is easy to navigate
- Provide easy connections and comfortable waiting areas throughout the network

Transit Accessibility

- Support a universally accessible transit system with a goal of equal transit outcomes for people of all incomes, ages, and abilities

Transit Neighbourhood Impacts

- Reduce transit-related environmental and noise emissions
- Maintain transit streets to a high standard

Taxis

- Pilot and evaluate a program that allows taxis to travel in bus lanes.
- Continue to facilitate taxi loading and unloading at high-demand locations.
- Support incorporating taxis into Trans-Link's Compass Card system.

Car Sharing

- Support increased car sharing
- Expand requirements and incentives for car sharing in new developments.
- Continue to make priority on-street locations available for car sharing.
- Adopt parking design guidelines for larger developments that enable non-residents to access on-site car-sharing vehicles.
- Support legislative and technological advances that facilitate peer-to-peer car sharing.

Cycling Network

- Build cycling routes that feel comfortable for people of all ages and abilities
- Upgrade and expand the cycling network to efficiently connect people to destinations
- Maintain bikeways in a state of good repair
- Make the cycling network easy to navigate

The cycling network is depicted on Map 5 (page 65).

Cycling End-of-Trip Facilities

- Provide abundant and convenient bicycle parking and end-of-trip facilities

Multi-Modal Integration

- Make it easy to combine cycling with other forms of transportation
- Provide a public bicycle system





#### Pedestrian Network

- Make streets safer for walking
- Provide generous, unobstructed sidewalks on all streets
- Make streets accessible for all people
- Make streets and public spaces rain-friendly
- Address gaps in the pedestrian network
- Provide a blueprint for great pedestrian realm design
- Make the City easy to navigate on foot

#### Public Spaces

- Enable and encourage creative uses of the street
- Create public plazas and gathering spaces throughout the City



## STRATEGY 5.2

### Coordinate land use and transportation to support the safe and efficient movement of vehicles for passengers, goods and services

#### Role of Municipalities

##### 5.2.3 Adopt Regional Context Statements which:

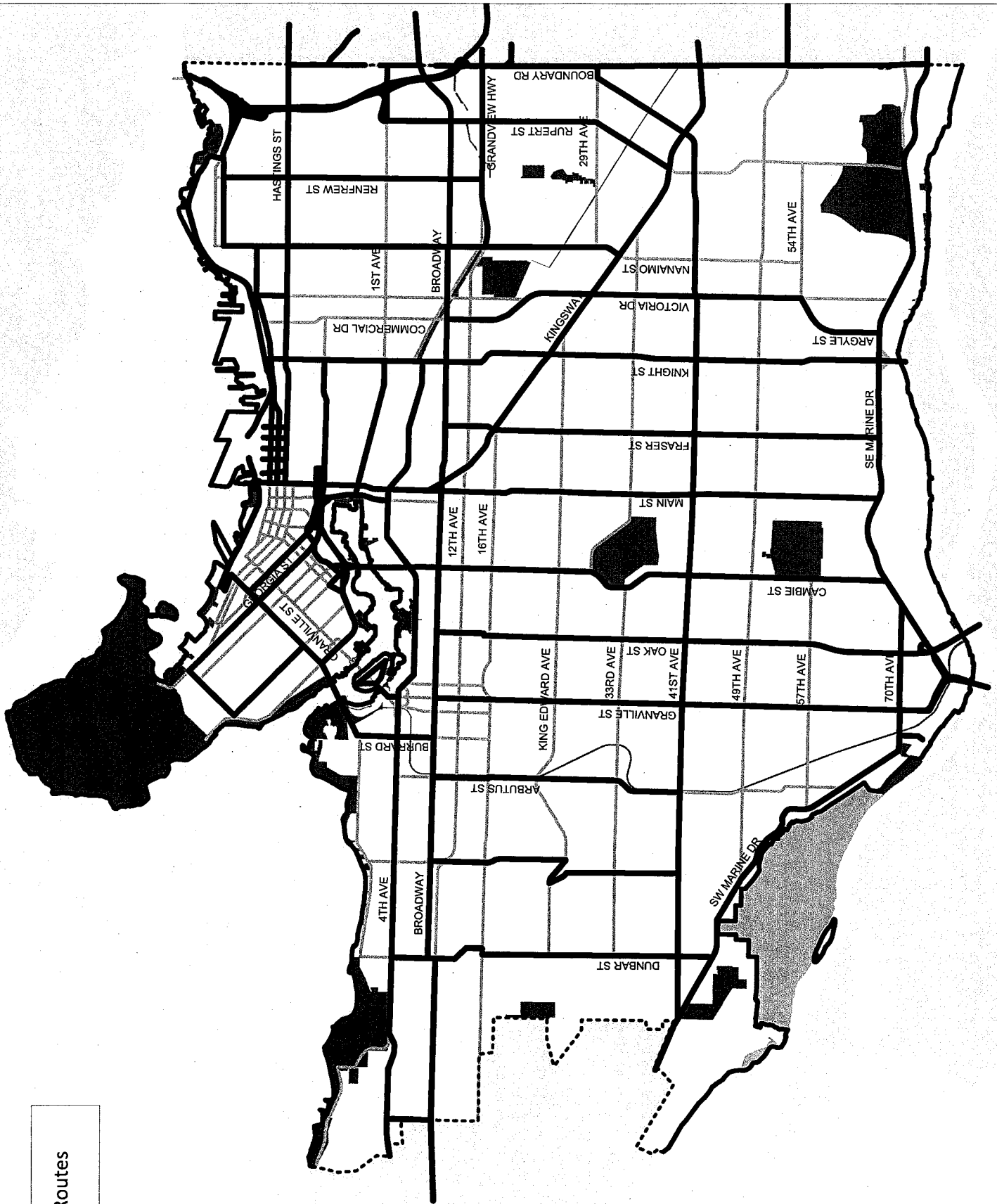
- a) identify routes on a map for the safe and efficient movement of goods and service vehicles to, from, and within Urban Centres, Frequent Transit Development Areas, Industrial, Mixed Employment and Agricultural areas, Special Employment Areas, ports, airports, and international border crossings;

Routes for the safe and efficient movement of goods and service vehicles are shown on Map 6 (page 69).

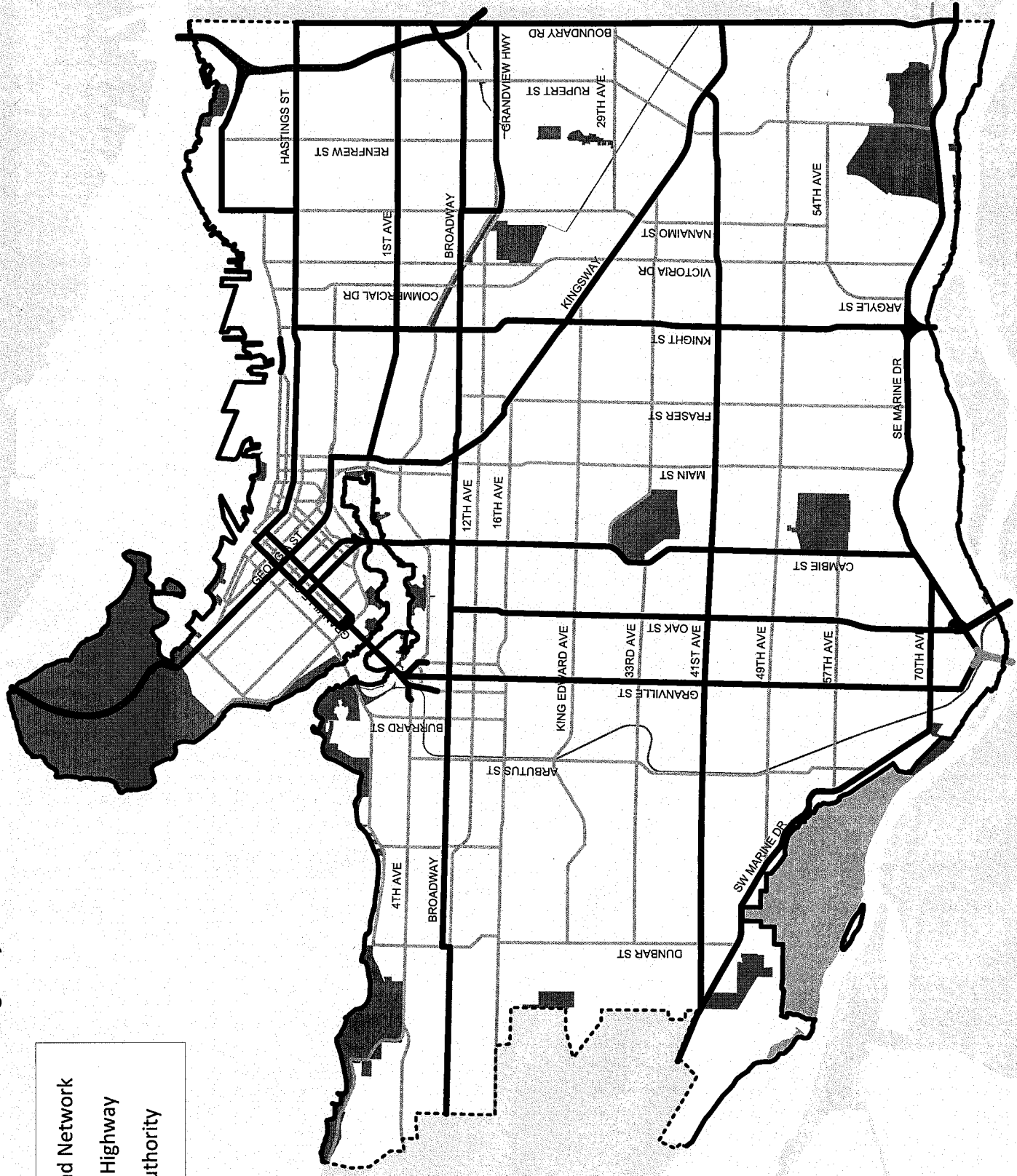
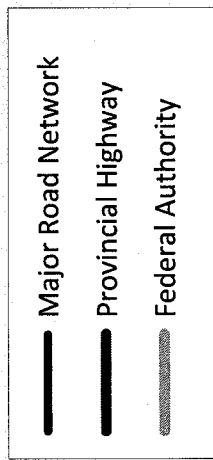
TransLink's Major Road Network is shown on Map 7 (page 70).

Map 6. Goods and Services Vehicle Routes

— Truck Routes



Map 7. Major Road Network and Highways



b) identify land use and related policies and actions that support optimizing the efficient movement of vehicles for passengers, Special Employment Areas, goods and services on the Major Road Network, provincial highways, and federal transportation facilities;

• Transportation 2040 (2012)

High-level policies and specific actions to support optimizing the efficient movement of vehicles include:

Motor Vehicles

- Optimize network operations to manage congestion impacts
- Consider impacts to transit, commercial vehicles, and general traffic flow prior to reallocating road space
- Manage traffic to improve safety and neighbourhood livability

Taxis

- Pilot and evaluate a program that allows taxis to travel in bus lanes.
- Continue to facilitate taxi loading and unloading at high-demand locations.
- Support safe use of taxis for persons with disabilities.

Regional-and-Beyond Goods and Services Movement

- Support truck movement on key regional routes
- Protect and improve rail corridors for goods and passenger movement
- Support Port Metro Vancouver efforts to reduce port-related environmental and traffic impacts
- Support Vancouver International Airport as British Columbia's primary air gateway.
- Work with Translink to secure strategic additions to the regional Major Road Network.

Local Goods and Services Movement

- Maintain an efficient network of designated truck routes
- Provide for efficient loading and unloading
- Support low-impact goods and services movement and delivery
- Support local production and distribution to reduce the need for large-scale transport

Emergency Response

- Consider emergency vehicle access in street designs and traffic calming measures
- Provide up-to-date, readily accessible information on traffic calming measures and closures

• Greenest City 2020 Action Plan (2011)

Land use and related policies and actions that support optimizing the efficient movement of vehicles include:

- Supporting transportation and active transportation planning with land use policies that enable the City to meet mobility and transportation targets.
- Working with TransLink and the Province to advocate for high-capacity, fast, frequent and reliable rapid transit for the Broadway Corridor from Commercial Drive to the University of British Columbia.

Goods-Movement Actions include:

- protecting key goods-movement corridors (especially rail)
- encouraging low-impact goods movement such as low-carbon trucks and bicycle transportation
- encouraging the right-sizing of delivery and service vehicles.



- Major Road Network Administrative Report (1998)

The Major Road network report recognizes the importance of a Major Road Network (MRN) in order to provide for intra-regional mobility needs, including the movement of goods (e.g., food, business needs) and workers to Vancouver.



- c) support the development of local and regional transportation system management strategies, such as the provision of information to operators of goods and service vehicles for efficient travel decisions, management of traffic flow using transit priority measures, coordinated traffic signalization, and lane management;

- Transportation 2040 (2012)

High-level policies and specific actions to support the development of local and regional transportation system management strategies include:

#### Transit

- Advance new and improved rapid transit
- Advance new and improved local transit
- Improve transit reliability and speed using transit priority measures
- Support increased water-based transit
- Support improved inter-regional transit

#### Transit-supportive Public Realm

- Support a transit system that is easy to navigate
- Provide easy connections and comfortable waiting areas throughout the network

#### Integration with Other Modes

- Make it easy to combine cycling and transit trips
- Provide a public bicycle system
- Support improved integration with taxis

#### Road Network

- Optimize network operations to manage congestion impacts
- Continue to optimize network operations such as signal timings and rush-hour parking regulations to manage congestion while supporting other plan goals.
- Consider impacts to transit, commercial vehicles, and general traffic flow prior to reallocating road space.
- Monitor vehicle volumes to understand traffic trends and potential spare capacity. Where improvements to the walking and/or cycling environments are needed but the ability to reallocate road space is limited, consider alternative approaches such as property acquisition or building setbacks.
- Manage traffic to improve safety and neighbourhood livability

#### Parking

- Make it easier for drivers to find available parking spaces

#### Taxis

- Pilot and evaluate a program that allows taxis to travel in bus lanes.

d) identify policies and actions which support the protection of rail rights-of-way and access points to navigable waterways in order to reserve the potential for goods movement, in consideration of the potential impacts on air quality, habitat and communities.

• Transportation 2040 (2012)

High-level policies and specific actions to support the protection of rail rights-of-way and access points to navigable waterways include:

- Protect and improve rail corridors for goods and passenger movement.
- Develop and implement long-term rail corridor strategies to increase capacity and reliability for False Creek Flats, the Grandview Cut, and the north shore of the Fraser River.
- Advocate for improvements to the regional rail network to address major bottlenecks such as the New Westminster Rail Bridge.
- Advocate for the Port to re-open Clark Drive as the primary north-south access point for Port facilities, and to maintain McGill Avenue as the primary eastern access point.

• Industrial Lands Policies (1995)

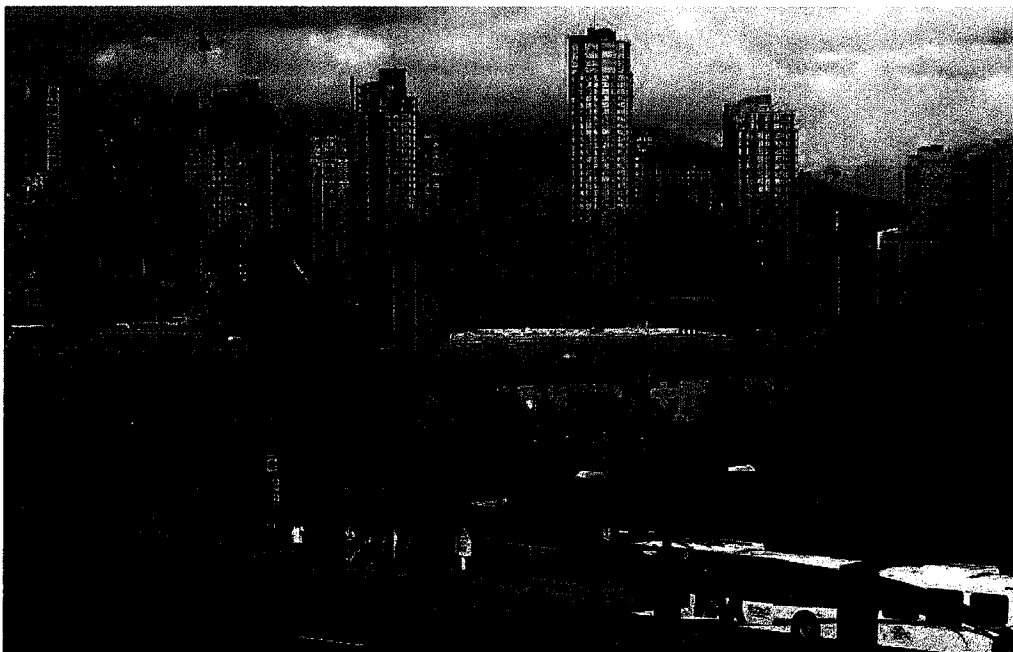
The City has a key role in supporting the Port as a gateway to global markets through local land use and transportation policies. In land use planning, the City is protecting industrial and rail lands so that the Port and port-related jobs can continue to thrive.

Industrial areas that support rail and water-based goods movement include:

- Powell
- False Creek Flats
- South Vancouver

• Powell Street Overpass Project (Ongoing)

The Powell Street Overpass project allows for expansion and improved efficiency of the rail network, making it easier to move goods to and from the south shore of the Port by rail.



## Regional Growth Strategy Implementation Framework

6.2.7 A municipality may include language in its Regional Context Statement that permits amendments to the municipality's Official Community Plan to adjust the boundaries of regional land use designations (or their equivalent Official Community Plan designation) within the Urban Containment Boundary, provided that:

- a) the municipality may re-designate land from one regional land use designation to another regional land use designation, only if the aggregate area of all proximate sites so re-designated does not exceed one hectare;
- b) notwithstanding section 6.2.7 (a), for sites that are three hectares or less, the municipality may re-designate land:
  - from Mixed Employment or Industrial to General Urban land use designation, if the site is located on the edge of an Industrial or Mixed Employment area and the developable portion of the site will be predominantly within 150 metres of an existing or approved rapid transit station on TransLink's Frequent Transit Network; or
  - from Industrial to Mixed Employment land use designation if the developable portion of the site will be predominantly within 250 metres of an existing or approved rapid transit station on TransLink's Frequent Transit Network;

provided that:

- the re-designation does not impede direct rail, waterway, road or highway access for industrial uses; and
  - the aggregate area of all proximate sites that are re-designated does not exceed three hectares;
- c) the aggregate area of land affected by all re-designations under section 6.2.7 (a) and (b) together cannot exceed two percent of the municipality's total lands within each applicable regional land use designation.

The Regional Context Statement ODP hereby permits such amendments.

6.2.8 A municipality may include language in its Regional Context Statement that permits amendments to the municipality's Official Community Plan to adjust the boundaries of the municipality's Urban Centres and Frequent Transit Development Areas, provided such boundary adjustments meet the guidelines set out in Table 3 (Guidelines for Urban Centres and Frequent Transit Development Areas) of the Regional Growth Strategy.

The Regional Context Statement ODP hereby permits such amendments.

6.2.9 Municipalities will notify Metro Vancouver of all adjustments, as permitted by sections 6.2.7 and 6.2.8, as soon as practicable after the municipality has adopted its Official Community Plan amendment bylaw.

The City will implement RGS policy 6.2.9.

6.2.10 If a municipality includes language in its Regional Context Statement that permits amendments to the municipality's Official Community Plan to adjust the boundaries of regional land use designations within the Urban Containment Boundary or the boundaries of Urban Centres and Frequent Transit Development Areas, as permitted by sections 6.2.7 and 6.2.8 respectively, the prescribed adjustments do not require an amendment to the municipality's Regional Context Statement. All other adjustments to regional land use designation boundaries will require an amendment to the municipality's Regional Context Statement, which must be submitted to the Metro Vancouver Board for acceptance in accordance with the requirements of the Local Government Act.

The Regional Context Statement ODP hereby permits such amendments.





## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 1981 Highbury Street**

Pursuant to Development Permit Application number DE416470, the City's Director of Planning approved the development of the referenced lands subject to a number of conditions, including the condition that the owner of these lands first execute a Housing Agreement pursuant to section 565.2 of the Vancouver charter securing not less than 234.85 square metres of floor area comprised of six market rental housing units as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants prohibiting stratification and the separate sale of those rental units and such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development.

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

Director of Legal Services  
September 24, 2013

1981 Highbury Street



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

**A By-law to enact a Housing Agreement  
for 1981 Highbury 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: 029-145-317

Lot B District Lot 538 Group 1 New Westminster District  
Plan EPP32743

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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**

FORM 0\_V19 (Charge)

**LAND TITLE ACT**  
**FORM C (Section 213) CHARGE**  
**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 16 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)  
**Maxwell P. Carroll, Lawson Lundell LLP (Peggy Chau)**  
 Barristers and Solicitors  
 1600 - 925 West Georgia Street  
 Vancouver BC V6C 3L2  
 Tel. No.: (604) 685-3456  
 File No.: 29050-116928  
 Document No.: 10083458  
 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]  
**029-145-317 LOT B DISTRICT LOT 538 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP32743**  
 STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**SEE SCHEDULE**

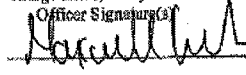
4. TERMS: Part 2 of this instrument consists of (select one only)  
 (a)  Filled Standard Charge Terms D.F. No. (b)  Express Charge Terms Annexed as Part 2  
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):  
**SEE SCHEDULE**


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

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)  
  
**MAXWELL P. CARROLL**  
*Barrister & Solicitor*  
 1600 - 925 WEST GEORGIA ST.  
 VANCOUVER, B.C. V6C 3L2  
 (604) 685-3456

Execution Date		
Y	M	D
13	09	13

Transferor(s) Signature(s)  
**HIGHBURY STREET GP INC.**  
 by its authorized signatory(ies):  
  
 Print Name: **Brent Hanson**  
 \_\_\_\_\_  
 Print Name:

(as to all signatures)  
**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 - 1941 Highbury Street (Housing Agreement and Building Use Covenant)

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

STEPHEN F. HAYWARD  
Solicitor  
453 West 12th Avenue  
Vancouver, BC V5Y 1V4  
Tel: 604-873-7714

Y	M	D
13	09	

CITY OF VANCOUVER  
by its authorized signatory:

Frances J. Connell / Yvonne Liljefors

OFFICER CERTIFICATION:

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

1081 Highbury Street (Housing Agreement and Building Use Covenant)

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

*Maureen Kuper*

**MAUREEN ALICE KUPER**  
 Notary Public  
 Saskatchewan  
 Commission Expires Mar. 31, 2017

1920 College Avenue  
 Regina, SK S4P 1C4  
 (306) 347-6276

(as to all signatures)

Execution Date

Y	M	D
13	09	12

Transferor / Borrower / Party Signature(s)

ADDENDA CAPITAL INC.  
by its authorized signatory(ies):

*[Signature]*

Print Name:

GREGORY J. DWYER  
V.P., Mortgages

*[Signature]*

Print Name:

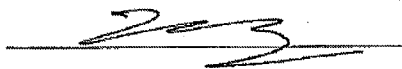
ELVISA DAVEN  
Asst V.P., Mortgages

OFFICER CERTIFICATION:

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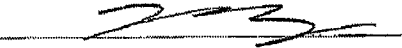
1981 Highbury Street (Housing Agreement and Building Use Covenant)

Officer Signature(s)



HOWARD M. KARBY  
678 - 1333 WEST BROADWAY  
VANCOUVER, BC V6H 4C1  
BARRISTER & SOLICITOR  
TEL: (604) 714-2020

(as to all signatures)



HOWARD M. KARBY  
678 - 1333 WEST BROADWAY  
VANCOUVER, BC V6H 4C1  
BARRISTER & SOLICITOR  
TEL: (604) 714-2020

(as to all signatures)



HOWARD M. KARBY ADAM ALTMAN  
678 - 1333 WEST BROADWAY  
VANCOUVER, BC V6H 4C1  
BARRISTER & SOLICITOR  
TEL: (604) 714-2020  
714-2002

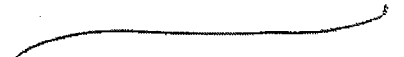
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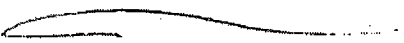
Transferor / Borrower / Party Signature(s)

BASHA SALES CO. LTD.  
by its authorized signatory(ies):

  
Print Name: MICHAEL AVRBACH

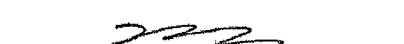
Print Name:

LEIBEL SALES CO. LTD.  
by its authorized signatory(ies):

  
Print Name: MICHAEL AVRBACH

Print Name:

NEWPORT SALES CO. LTD.  
by its authorized signatory(ies):

  
Print Name: HOWARD KARBY

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.

1981 Highbury Street (Housing Agreement and Building Use Covenant)

LAND TITLE ACT  
FORM E

## SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant in favour of the City of Vancouver  Entire Instrument
Priority Agreement		Granting above Section 219 Covenant priority over Mortgage CA2630303 and Assignment of Rents CA2630304  Page 15
Priority Agreement		Granting above Section 219 Covenant priority over Mortgage CA2630637 and Assignment of Rents CA2630638  Page 16
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION



LAND TITLE ACT  
FORM E

SCHEDULE

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

HIGHBURY STREET GP INC. (Incorporation No. BC0934538)

ADDENDA CAPITAL INC. (Incorporation No. A0074948), as to priority and

BASHA SALES CO. LTD. (Incorporation No. BC0030303) (as to an undivided 1/3 interest), as to priority

LEIBEL SALES CO. LTD. (Incorporation No. BC0030302) (as to an undivided 1/3 interest), as to priority

NEWPORT SALES CO. LTD. (Incorporation No. BC0030298) (as to an undivided 1/3 interest), as to priority

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

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

TERMS OF INSTRUMENT - PART 2

Housing Agreement and Building Use Covenant  
1981 Highbury Street

WHEREAS:

- A. It is understood and agreed that this Instrument and Agreement, dated for reference September 6, 2013, shall be read as follows:
- (i) the Transferor, Highbury Street GP Inc., is herein 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 made an application to develop the Lands with a three-storey plus basement building containing 12 dwelling units, with six rental dwelling units in the basement and six dwelling units on levels one to three, over one level of underground parking having vehicular access from the lane, pursuant to development permit application No. DE416470, and the City has conditionally approved the said development (the "Development");
- D. Among the City's conditions precedent to Development Permit issuance is a requirement that the City's elected council approve in principle a housing agreement pursuant to section 565.2 of the *Vancouver Charter* securing not less than 234.85 m<sup>2</sup> of floor area comprised of six rental housing units as rental for the life of the building or 60 years, whichever is longer, including no separate sales and no stratification covenants and such other terms and conditions as the Director of Legal Services may require in respect of such units, to the satisfaction of the Director of Legal Services and the Managing Director of Social Development, and further that the Director of Legal Services be instructed to bring forward a by-law to authorize such housing agreement, and after by-law enactment, to execute and register the housing agreement (the "Rental Housing Condition"); and
- E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

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

1. Definitions. In this Agreement the following terms have the definitions now given:
  - (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;

- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "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" has the meaning ascribed to that term in Recital C;
- (e) "Development Permit" means any development permit issued by the City in response to development permit application DE415548, as the same may be amended from time to time;
- (f) "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;
- (g) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (h) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (i) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (j) "Losses" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (k) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (l) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (m) "Owner" means Highbury Street GP Inc., and includes any and all of its assigns and successors as registered owner of the Lands or any part thereof;
- (n) "Rental Housing" means a Dwelling Unit which shall not be occupied by the Owner of the same, or by a family member or affiliate of the Owner, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental dwelling accommodation and any and all laws applicable thereto, including,

without limitation, residential tenancy and human rights legislation in British Columbia;

- (o) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (p) "Secured Rental Units" means six new Dwelling Units comprising not less than 234.85 m<sup>2</sup> of floor area, to be located on the ground level of the Building upon its completion, as part of the Development, and "Secured Rental Unit" means any one of them;
- (q) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (r) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

2. Interpretation.

- (a) Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (b) Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- (c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (d) Reference to Statute. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

3. Restrictions on Use and Subdivision. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and each Building on the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Secured Rental Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, all Secured Rental Units will only be used for the purpose of providing Rental Housing;

- (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Secured Rental Unit to be sold or otherwise transferred unless title to every Secured Rental Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) throughout the Term, it will not suffer, cause or permit the 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, subject to Section 4;
- (f) throughout the Term, it will not suffer, cause or permit the Secured Rental Unit Parcel to be subdivided by strata plan without the prior written consent of the City, which consent the City may arbitrarily withhold; and
- (g) throughout the Term, any sale or other form of transfer of title of a Secured Rental Unit in contravention of the covenant in Section 3(d), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 3(e) or Section 3(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.

4. Subdivision of the Building. Despite Subsection 3(e), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and elected Council and their respective designees and representatives, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to:

- (a) a subdivision of the Lands and Building, by the deposit of an air space subdivision plan; provided, that all of the Secured Rental Units and any related common or amenity areas, are contained within a single air space parcel (in this Section, the "Secured Rental Unit Parcel") and access to parking dedicated for the use of the Secured Rental Unit Parcel is secured by an acceptable easement agreement; or
- (b) a subdivision of any part of the remainder of the Lands and the Building other than the Secured Rental Unit Parcel, by the deposit of a strata plan.

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 other than the Secured Rental 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 Secured Rental 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 Secured Rental 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.

5. Repair, Maintain and Insure. Throughout the Term the Owner shall keep and maintain the Secured Rental Units (or any replacement Secured Rental Units(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure them to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Secured Rental Units or any Unit or part thereof is damaged, the Owner shall promptly restore and repair them/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 Secured Rental Unit Parcel 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 6, 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. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the Secured Rental Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

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 cost, claim, demand, complaint, judgment or order for any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/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 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:  
 Highbury Street GP Inc.  
 200-1778 West 2<sup>nd</sup> Avenue  
 Vancouver, BC V6J 1H6

Attention: President

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

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third 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.

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 3(d), 3(e), 3(f) and 4.

11. Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

12. 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.

13. Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared

by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

14. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

16. Perfection of Intention. The Owner 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.

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

18. Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first



registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2630303 and the Assignment of Rents registered under number CA2630304;
- (b) "Existing Chargeholder" means ADDENDA CAPITAL INC.;
- (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.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2630637 and the Assignment of Rents registered under number CA2630638;
- (b) "Existing Chargeholder" means BASHA SALES CO. LTD. (AS TO AN UNDIVIDED 1/3 INTEREST), LEIBEL SALES CO. LTD. (AS TO AN UNDIVIDED 1/3 INTEREST) and NEWPORT SALES CO. LTD. (AS TO AN UNDIVIDED 1/3 INTEREST);
- (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 enter into a Housing Agreement  
Re: 557 East Cordova Street**

Pursuant to Development Permit Application number DE416178, the City's Development Permit Board approved the development of the referenced lands subject to a number of conditions, including the condition that the owner of these lands first execute a Housing Agreement pursuant to section 565.2 of the Vancouver Charter, on terms and conditions satisfactory to the Director of Legal Services and the Managing Director of Social Development, which will secure five residential units as social housing, and will stipulate that the tenant contribution towards rent for those units will be no more than the shelter component of Income Assistance (currently \$375). This arrangement will also include covenants requiring all five units to be legally and beneficially owned by a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units (which will require all such units to be contained within a single air space parcel or strata lot in perpetuity or for the life of the building).

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

Director of Legal Services  
September 24, 2013

557 East Cordova Street



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

**A By-law to enact a Housing Agreement  
for 557 East Cordova 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: 029-058-741

Lot A Block 53 District Lot 196 Group 1 New Westminster  
District Plan EPP22796

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 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)

[MT Doc #12767694]

Deduct LTSA Fees? Yes

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

029-058-741 LOT A BLOCK 53 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP22796

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)  
(a)  Filed Standard Charge Terms D.F. No. (b)  Express Charge Terms Annexed as Part 2  
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):  
SEE SCHEDULE

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

453 WEST 12TH AVENUE  
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA  
CANADA

Incorporation No  
N/A

7. ADDITIONAL OR MODIFIED TERMS:

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)

MIKE NIENHUIS  
Barrister & Solicitor  
McCarthy Tétrault LLP  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
DIRECT 604-643-7134

Execution Date

Y	M	D
13	9	12

Transferor(s) Signature(s)

BOFFO HOMES (CORDOVA  
STREET) INC., by its authorized  
signatory(ies):

Print Name: FLAVIA BOFFO

Print Name:

OFFICER CERTIFICATION:

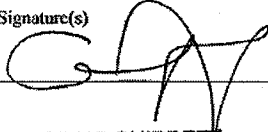
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 15 pages

Officer Signature(s)



**CRAIG SHIRREFF**  
*Barrister & Solicitor*  
**McCarthy Tétrault LLP**  
1300 - 777 DUNSMUIR STREET  
VANCOUVER, B.C. V7Y 1K2  
604-643-5955

Execution Date

Y	M	D
13	09	11

Transferor / Borrower / Party Signature(s)

THE TORONTO-DOMINION BANK, by  
its authorized signatory(ies):



Print Name: Matt Muir

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.

Officer Signature(s)

\_\_\_\_\_  
Stephen F. Hayward  
Barrister & Solicitor  
453 West 12th Avenue  
Vancouver, BC, V5Y 1V4  
Tel: 604-873-7714

Execution Date

Y	M	D
13		

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_  
CITY OF VANCOUVER, by its  
authorized signatory:

\_\_\_\_\_  
Name: Francie Connell/Yvonne Liljefors

**OFFICER CERTIFICATION:**

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



LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 15 PAGES

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219

Entire Instrument, Pages 6 to 14

Person Entitled to Interest: Transferee

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Page 15

granting above Section 219 Covenant priority over  
Mortgage CA2732016 extended by Mortgage  
CA2782484 and Assignment of Rents CA2732017  
extended by Assignment of Rents CA2782485

Person Entitled to Interest: Transferee

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**PAGE 5 OF 15 PAGES**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

**5. TRANSFEROR(S):**

**BOFFO HOMES (CORDOVA STREET) INC. (Incorporation No. BC0944213) and**

**THE TORONTO-DOMINION BANK (as to priority)**

**TERMS OF INSTRUMENT - PART 2****Housing Agreement and Building Use Covenant  
557 East Cordova Street****WHEREAS:**

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

- (i) the Transferor, Boffo Homes (Cordova Street) Inc., is herein called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to develop the Lands with a four-storey multiple dwelling building containing 29 Residential Units (24 market units on the second to fourth floors and five Social Housing Units on the ground floor), with parking at grade having vehicular access from the lane, pursuant to development permit application No. DE416178 and the City has conditionally approved the said development (the "Development");

D. Among the City's conditions precedent to Development Permit issuance is a requirement that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure five Social Housing Units as rental in perpetuity or for the life of the building and to secure the rent levels, including the following specifications: This will require a housing agreement as per section 565.2 of the *Vancouver Charter*, which will stipulate that the tenant contribution towards rent, for all of the social housing units (5) will be no more than the shelter component of Income Assistance (currently \$375). This agreement will also include covenants requiring all five units to be legally and beneficially owned by a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units (which will require all such units to be contained within a single air space parcel or strata lot in perpetuity, or for the life of the building) (the "Rental Housing Condition"); and

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

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

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "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" has the meaning ascribed to that term in Recital C;
- (e) "Development Permit" means any development permit issued by the City in response to development permit application DE415548, as the same may be amended from time to time;
- (f) "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;
- (g) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (h) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (i) "Losses" means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (j) "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;
- (k) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (l) "Owner" means Boffo Homes (Cordova Street) Inc., and includes any and all of its assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) "Rental Housing" means a Residential Unit which shall not be occupied by the Owner of the same, or by a family member or affiliate of the Owner, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance

with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (n) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (o) "Residential Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (p) "Secured Social Housing Parcel" has the meaning ascribed to that term in Section 4(a);
- (q) "Social Housing Unit" means a new Residential Unit to be contained within the Building upon its completion, as part of the Development, for which the tenant contribution towards rent will be no more than the shelter component of income assistance (as of the date hereof, which is \$375), and "Social Housing Units" means all of such Units, and those terms include each and all Residential Unit(s) constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (r) "Term" means the term of this Agreement being the life of the Building or 60 years, whichever is longer; and
- (s) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

## 2. Interpretation.

- (a) Headings. The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement.
- (b) Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- (c) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (d) Reference to Statute. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is executed by the City and to subsequent amendments to or replacements of the statute or regulations.

3. Restrictions on Use and Subdivision. The Owner covenants and agrees with the city that:

- (a) throughout the Term, the Lands and each Building on the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, five (5) Social Housing Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, all five (5) Social Housing Units will only be used for the purpose of providing Rental Housing, for which Social Housing Units the tenant contribution towards rent will be no more than the shelter component of income assistance (as of the date hereof, which is \$375);
- (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless title to every Social Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) throughout the Term, subject to Section 4, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City;
- (f) throughout the Term, it will not suffer, cause or permit the Social Housing Unit Parcel (if applicable) to be subdivided by strata plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (g) throughout the Term, any sale or other form of transfer of title of a Social Housing Unit in contravention of the covenant in Section 3(d), and any subdivision of the Building or any part thereof, in contravention of the covenant in Section 3(e) or Section 3(f), as applicable, will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense; and
- (h) throughout the Term the five (5) Social Housing Units will only be owned, managed and operated by a not-for-profit organization experienced in the management and operation of affordable housing units and their tenants.

4. Subdivision of the Building. Despite Subsection 3(e), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and elected Council and their respective designees and representatives, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to:

- (a) a subdivision of the Lands and Building, by the deposit of an air space subdivision plan or a strata plan; provided that all five (5) of the Social Housing Units are contained within a single air space parcel or strata lot (in this Section, the "Secured Social Housing Parcel"); or
- (b) a subdivision of any part of the remainder of the Lands and the Building other than the Social Housing Unit Parcel, by the deposit of a strata plan.

Following such a subdivision and the issuance of a final occupancy permit for the Social Housing Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Social Housing 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 Social Housing 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 Social Housing 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.

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

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

until such time as an Occupancy Permit has been issued in respect of each of the Social Housing Units in the Building; and

- (b) without limiting the general scope of this Section 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an

Occupancy Permit until there is compliance with the provisions of this Section 5.

6. Repair, Maintain and Insure. Throughout the Term the Owner shall keep and maintain the Social Housing Units (or any replacement Social Housing Units(s) on the Lands) and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and shall insure them to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands. If the Social Housing Units or any Unit or part thereof is damaged, the Owner shall promptly restore and repair them/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 6, 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.

7. Substantial or Complete Destruction. In the event of the substantial or complete destruction or demolition of the Social Housing Units or any of them 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 replacement Social Housing Unit(s) on the Lands, which Social Housing Units(s) shall be subject to the same use restrictions as the Social Housing Units are pursuant to this Agreement for the duration of the Term.

8. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

9. 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.

10. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any cost, claim, demand, complaint, judgment or order for any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/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.

11. 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:  
Boffo Homes (Cordova Street) Inc.  
1391 Venables Street  
Vancouver, BC V5L 2G1

Attention: President

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

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third 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.

12. 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 3(d), 3(e), 3(f) and 4.

13. Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

20. Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of

British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2732016 extended by CA2782484 and the Assignment of Rents registered under number CA2732017 extended by CA2782485;
- (b) "Existing Chargeholder" means THE TORONTO-DOMINION BANK;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder hereby:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the 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 enter into a Housing Agreement  
Re: 3002 - 3036 West Broadway**

Following public hearing on May 15, 2013, Council approved the rezoning of the referenced lands subject to a number of conditions, including the condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all housing units as for-profit affordable rental housing pursuant to the Secured Market Rental Housing Policy (Rental 100) for 60 years or life of the building, whichever is greater, subject to a no separate-sales covenant and a non-stratification covenant, and subject to all such units being made available as rental housing for a term not less than one month at a time, and on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require.

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

Director of Legal Services  
September 24, 2013

3002 - 3036 West Broadway



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

**A By-law to enact a Housing Agreement  
for 3002 - 3036 West Broadway**

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:

Legal Description:

No PID

Lot A Block 33 District Lot 192 Group 1 New Westminster  
District Plan EPP30181

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

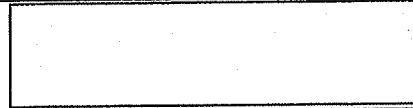
\_\_\_\_\_  
City Clerk

**SCHEDULE A**

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**  
**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 13 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 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)

**BEECHINOR BAKER HALL**  
 Barristers & Solicitors  
 #300 - 1681 Chestnut Street  
 Vancouver

Tel: 604-714-5150  
 File No.: 15231

BC V6J 4M6

Deduct LTSA Fees? Yes

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

**LOT A BLOCK 33 DISTRICT LOT 192 GROUP 1 NEW WESTMINSTER  
 DISTRICT PLAN EPP30181**

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)  
 (a)  Filed Standard Charge Terms D.F. No. (b)  Express Charge Terms Annexed as Part 2  
 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):  
**SEE SCHEDULE**

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

**CITY OF VANCOUVER**  
**453 WEST 12TH AVENUE**  
**VANCOUVER**

**BRITISH COLUMBIA**  
**CANADA**

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

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)

**THOMAS J. BEECHINOR**  
 Barrister & Solicitor  
 Suite 300 - 1681 Chestnut Street  
 Vancouver, B.C. V6J 4M6  
 (604) 714-5152 Fax: (604) 714-5151

Execution Date

Y	M	D
13	09	16

Transferor(s) Signature(s)


Orr Development (1980) Corp. by its authorized signatory(ies):

John Bruce Orr

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.

Officer Signature(s)



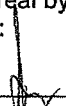
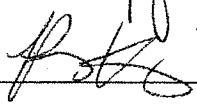
Amy L.S. Lew  
6th Floor, 595 Burrard Street  
P.O. Box 49400, Vancouver, B.C. V7X 1L7  
Commissioner for taking  
Affidavits in British Columbia  
"As to both signatures"

Execution Date

Y	M	D
13	09	16
13	09	

Transferor / Borrower / Party Signature(s)

Bank of Montreal by its authorized  
signatory(ies):

  
  
**JAY WALTER**  
Account Manager

**PERRY KEUNG**  
ACCOUNT MANAGER

City of Vancouver by its authorized  
signatory(ies):

OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the above Section 219 Covenant priority over Mortgages BX146134 and BX146136 (as modified by CA835043) and Assignment of Rents BX146135 and BX146137 (as modified by CA835044)
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**PAGE 4 OF 13 PAGES**

**SCHEDULE**

ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

Orr Development (1980) Corp. (Incorporation Number: BC0972928)

Bank of Montreal (as to priority)

TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT  
3002 - 3036 West Broadway

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference September 13, 2013, shall be read as follows:

- (i) the Transferor, Orr Development (1980) Corp., 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 "Rezoning Application") the Lands from C-2C (Commercial) District to CD-1 (Comprehensive Development) District to increase the floor space ratio applicable to the Lands to permit the development of a five-storey mixed use commercial and residential building, and wishes to qualify, pursuant to the City's secured market rental housing policy known as Rental 100 ("Rental 100"), for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential units;

D. The Director of Planning has conditionally approved such application subject to the condition that the Owner, *inter alia*:

Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all housing units as for-profit affordable rental housing pursuant to the Secured Market Rental Housing Policy (Rental 100) for 60 years or life of the building, whichever is greater, subject to a no separate-sales covenant and a non-stratification covenant, and subject to all such units being made available as rental housing for a term not less than one month at a time, and on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require;

E. In order to qualify for Rental 100, 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 Rental 100 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 and any other building or structure used, occupied or constructed on the Lands to replace and 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"** and **"City of Vancouver"** 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, 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 of the Lands as contemplated by the Rezoning Application following enactment of the resulting CD-1 By-law;

- (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 Residential 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 Rental Housing, 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 Rental Housing; 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 Orr Development (1980) Corp. 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) "Rental 100" has the meaning ascribed to that term in Recital C;
- (s) "Rental Housing" means a Residential Unit which shall not be occupied by the Owner of the same, or by a family member or affiliate of the Owner, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (t) "Replacement Designated Unit" has the meaning ascribed to that term in Section 2(b);
- (u) "Residential Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (v) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (w) "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;
- (x) "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
- (y) "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, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than 30 consecutive days;
- (d) except by way of a tenancy agreement to which the *Residential Tenancy Act* (British Columbia) applies, it will not suffer, cause or permit, beneficial or registered title to any Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every Designated Units (or any 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 18;
- (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 Managing Director of Social Development.

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

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

until such time as an occupancy permit has been issued in respect of each of the Designated Units; and

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

**5. Record Keeping.** The Owner 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.

**6. 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.

**7. 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.

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

**9. 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.

**10. Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

Orr Development (1980) Corp.  
#310 - 1847 West Broadway  
Vancouver, British Columbia  
V6J 1Y6

Attention: Mr. Tim Orr



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

11. **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner 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).

12. **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.

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

14. **Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

16. **Perfection of Intention.** The Owner 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.

17. **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.

18. **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 director of Legal Services, 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).

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**20. Agreement to be a First Charge.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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 Mortgages registered under number BX146134 and BX146136 modified by CA835043 and the Assignments of Rents registered under number BX146135 and BX146137 modified by CA835044;
- (b) "Existing Chargeholder" means Bank of Montreal.;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the 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

KR: G:\firm\land\15231 Rental 100 Housing Agreement.doc