

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 955 East Hastings Street**

After the public hearing on October 16, 2012, Council resolved on October 30, 2012, to amend the Noise 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  
April 1, 2014

955 East Hastings 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 (561) By-law No. 10872 955 East Hastings 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       , 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 955 East Hastings Street**

After the public hearing on October 16, 2012, Council resolved on October 30, 2012, to amend the Parking By-law regarding this site. The Director of Planning has advised that all prior conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

CD-1 District Parking requirements  
955 East Hastings Street

*uph*

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:  

"955 East Hastings Street	By-law No. 10872	CD-1 (561)	Parking, loading and bicycle spaces in accordance with by-law requirements on March 11, 2014, except that there must be:  <ol style="list-style-type: none"><li>(a) a minimum of one Class A and two Class B loading spaces for residential loading; and</li><li>(b) a minimum of three Class B and six Class A loading spaces (in lieu of two Class C loading spaces) for non - residential loading."</li></ol>
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3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 955 East Hastings Street**

After the public hearing on October 16, 2012, Council resolved on October 30, 2012, to amend the Sign By-law to add this site to Schedule E. The Director of Planning has advised that all prior-to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

955 East Hastings Street

*upb* 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:  
"955 East Hastings Street CD-1 (561) By-law No.10872 B(DEOD)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 508 Helmcken Street**

After the public hearing on July 16, 2013, Council resolved on July 23, 2013, to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

508 Helmcken 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 (562) By-law No. 10870 508 Helmcken 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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



**EXPLANATION**

**A By-law to amend the Parking By-law  
Re: 508 Helmcken Street**

After the public hearing on July 16, 2013, Council resolved on July 23, 2013 to add 508 Helmcken Street to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

CD-1 District Parking requirements  
508 Helmcken 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:

“508 Helmcken Street By-law No. 10870 CD-1 (562) Parking, loading and bicycle spaces in accordance with by-law requirements on March 11, 2014, except that:

  - a) Class A loading spaces are to be provided at a minimum rate of 0.01 space per dwelling unit up to 300 dwelling units, and at a minimum rate of 0.008 spaces per dwelling unit for 300 or more units; and
  - b) Class A passenger spaces for the proposed school use are to be provided at a rate of 1 space for every 8 students.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this    day of    , 2014

\_\_\_\_\_  
Mayor


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

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 508 Helmcken Street**

After the public hearing on July 16, 2013, Council resolved on July 23, 2013, to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

508 Helmcken 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:

“508 Helmcken Street CD-1 (562) By-law No. 10870 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 4500 Oak Street**

After the public hearing on December 11<sup>th</sup> and 13<sup>th</sup>, 2012, Council resolved to add 4500 Oak Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

CD-1 Districts Parking Requirements  
4500 Oak Street  
Children's and Women's Health Centre of British Columbia

**BY-LAW NO.**

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements for 4500 Oak Street,  
Children's and Women's Health Centre of British Columbia**

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. In Schedule C, Council adds:

"4500 Oak Street	By-law No. 5091	CD-1 (126)	Parking, loading and bicycle spaces in accordance with by-law requirements on December 13, 2012, except that: <ol style="list-style-type: none"><li>a) a minimum of 1,830 parking spaces must be provided for the Acute Care Facility, and for all other development existing as of December 13, 2012;</li><li>b) an additional 120 parking spaces must be provided with the renovation of the Children's and Women's Health Centre buildings; and</li><li>c) an additional one passenger drop-off space and two staff parking spaces must be provided for each 8 childcare spaces in the child day care."</li></ol>
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3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this            day of            , 2014

\_\_\_\_\_  
Mayor

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

**EXPLANATION****2013 Costs for the South Fraser Street  
Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2013 maintenance costs and taxes with respect to the South Fraser Street Collective Parking Project.

Director of Legal Services  
April 1, 2014



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

**A By-law to assess real property to defray 2013 costs  
for the South Fraser Street Collective Parking Project**

**PREAMBLE**

Council undertook and constructed a collective parking project (the "South Fraser Street Project") as a local improvement under By-law No. 3808, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of, the South Fraser Street Project, and described in Schedule A, to defray the costs of \$291,576.64 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2013 to December 31, 2013, and hereby levies against each such parcel of real property, as a special rate over and above all other rates and taxes, the individual amount being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B attached to this By-law form 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

# South Fraser Collective Parking

## Schedule "A"

**Total Amount to be collected**

**\$291,576.64**

Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2013 Charge
<b><u>West Side</u></b>			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		7,064.81
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		3,087.77
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		3,087.77
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		3,087.77
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		6,181.71
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		3,087.77
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		7,045.05
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		7,040.11
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		3,087.77
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		9,263.30
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		13,215.64
016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00		4,075.85

**West Side cont'd**

016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00	4,075.85
016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	4,075.85
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	4,075.85
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	4,075.85
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	4,075.85
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	8,151.71
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	8,159.12
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	4,075.85
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	4,075.85
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	8,151.71
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	4,075.85
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	4,075.85
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	11,476.61
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,826.36
016-210-765-69 Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 17897	61.96	7,652.72

**West Side cont'd**

016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	3,826.36
016-210-765-95 Lot 8, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.96	3,823.89
016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	3,952.34
016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	3,878.24
016-210-769-33 Lot L, DL 649, Plan BCS46445	62.78	7,754.00
016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	3,878.24
016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	3,878.24
016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	3,878.24
016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	3,878.24
016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	7,752.77

**Total for West Side**

1,618.70

199,926.76

Rate per foot:

123.510696

**Co-Ordinate and Legal Description**

**Assessed  
Footage**

**Exempt  
Footage**

**2013  
Charge**

**East Side**

016-210-755-06 Lots 16 to 18, Blk 1 , DL 664, N 3/4 Pln 2148	99.00	6,113.78
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**East Side cont'd...**

016-210-755-36 Lot 15 , Blk 1, DL 664, N 3/4 Pln 2148	33.00	2,037.93
016-210-755-76 Lots 13 to 14, Blk 1 , DL 664, N 3/4 Pln 7760	63.99	3,951.72
016-210-757-26 Lot 3 , Blks 2 and 3 , DL 664 NE 1/4 Pln 14021	265.95	0.00
016-210-757-76 Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414	82.46	0.00
016-210-757-96 Lot B , DL 664, S. Pt, Pln 17850	65.98	4,074.62
016-210-758-06 Lot 18 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-758-16 Lot 17 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-758-24 Lot 16 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-758-36 Lot 15 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-758-50 Lot 14 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-758-64 Strata Plan BCS1388 – see attached	82.50	5,094.82
016-210-758-86 Lots 10 & S ½ of 11, Blk 1, DL 663, Pln 1390	49.50	3,056.89
016-210-761-18 Lot B, Blk 1, DL 663, Pln 21036	99.00	6,113.78
016-210-761-36 Lot 6 , Blk 1, DL 663, Pln 1390	33.00	2,037.93
016-210-761-64 Lot A , Blk 1, DL 663, Pln 1390	66.00	4,075.85
016-210-761-74 Lot 3 , Blk 1, DL 663, Pln 1390	33.00	2,037.93

**East Side cont'd...**

016-210-761-98 Lot C , Blk 1, DL 663, Pln VAP23174	66.83	4,127.11
016-210-765-06 Lots 1 to 3, Blk 1, DL 662, Pln 1900	99.33	6,134.16
016-210-765-42 Lot 4 , Blk 1, DL 662, Pln 1900	33.00	2,037.93
016-210-765-52 Lot 5 , Blk 1, DL 662, Pln 1900	33.00	2,037.93
016-210-765-68 Lot 6 , Blk 1, DL 662, Pln 1900	33.00	2,037.93
016-210-765-74 Lot 7 , Blk 1, DL 662, Pln 1900	33.00	2,037.93
016-210-765-86 Lots B & 10 Amd , Blk 1, DL 662, Pln 1900	99.17	6,124.28
016-210-769-18 Lot 11 Amd , Blk 1, DL 662, Pln 1900	33.01	2,038.54
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	2,179.34
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	3,950.48
016-210-769-64 Lots 15 Amd to 17 , Blk 1, DL 662, Pln 1900	98.51	6,083.51
016-210-769-94 Lots 18 & 19 , Blk 1, DL 662, Pln 1900	66.00	4,075.84

<b>Total for East Side</b>	<u><u>1,484.08</u></u>	<u><u>348.41</u></u>	<u><u>91,649.88</u></u>
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<b>Rate per foot:</b>	<u><u>61.755348</u></u>
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	Rate per foot	Assessed Footage	Total Cost
<b>Total for West Side</b>	<u><u>123.510696</u></u>	<u><u>1,618.70</u></u>	<u><u>199,926.76</u></u>
<b>Total for East Side</b>	<u><u>61.755348</u></u>	<u><u>1,484.08</u></u>	<u><u>91,649.88</u></u>

<b>Total Amount to be Collected:</b>	<u><u>291,576.64</u></u>
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**Strata Title Shares**

<b>Strata Plan BCS1388 – Total</b>	<b>Shares:</b>	<b>1,861</b>	<b>Amount:</b>	<b>\$5,094.82</b>
016-210-758-64-0001		73		199.85
016-210-758-64-0002		68		186.16
016-210-758-64-0003		68		186.16
016-210-758-64-0004		79		216.28
016-210-758-64-0005		80		219.01
016-210-758-64-0006		66		180.69
016-210-758-64-0007		66		180.69
016-210-758-64-0008		71		194.38
016-210-758-64-0009		73		199.85
016-210-758-64-0010		69		188.90
016-210-758-64-0011		68		186.16
016-210-758-64-0012		79		216.28
016-210-758-64-0013		75		205.33
016-210-758-64-0014		60		164.26
016-210-758-64-0015		61		167.00
016-210-758-64-0016		63		172.47
016-210-758-64-0017		533		1,459.18
016-210-758-64-0018		101		276.51
016-210-758-64-0019		108		295.66
		<b>1,861</b>		<b>\$5,094.82</b>

# South Fraser Collective Parking

## Schedule "B"

January 1, 2013 to December 31, 2013

### Costs of South Fraser Parking Project:

#### Account 20001814

Supplying Electrical Energy	\$	1,213.02
Liability Insurance		0.00
Real Property and Local Improvement Taxes		235,099.09
Street Cleaning & Garbage Removal		13,243.39
Snow & Ice Removal		0.00
Landscape Maintenance		5,174.96
Maintenance & Repair		36,846.18
Cleaning out of Catch Basins		0.00
Street Lighting Maintenance		0.00
Parking Enforcement		0.00
2013 Total costs		<u><u>291,576.64</u></u>



**EXPLANATION****2013 Costs for the  
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2013 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services  
April 1, 2014

*epk*

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

**A By-law to assess real property to defray 2013 costs  
for the East Hastings Street Collective Parking Project**

**PREAMBLE**

Council undertook and constructed a collective parking project (the "East Hastings Street Project") as a local improvement under By-law No. 4100, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by, and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for the costs of the East Hastings Street Project, and described in Schedule A to defray the costs of \$169,052.91 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2013 to December 31, 2013; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form 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 \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

## East Hastings Collective Parking

### Schedule "A"

2013 Total Amount to be collected

\$ 169,052.91

Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2013 Charge
<b><u>North Side</u></b>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		5,409.22
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		2,664.24
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		2,664.24
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,171.76
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,171.76
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		2,664.24
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		2,664.24
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		2,664.24
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		3,899.48
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,108.28
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,664.24
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,664.24

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2013 Charge</b>
<b><u>North Side cont'd.</u></b>			
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		5,328.48
020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00		5,328.48
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	33.00		26,642.40
020-590-274-05 Lots 31 to 32, Blk 52, THSL, Pln 410	66.00		5,328.48
020-590-274-17 Lot 30, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89		2,655.36
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11		2,673.12
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00		2,664.24

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2013 Charge</b>
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**North Side cont'd.**

020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00		2,664.24
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00		7,992.72
<b>Total for North Side</b>	<b>1,428.60</b>	<b>54.00</b>	<b>\$115,337.38</b>

**North Side Rate per foot:**

**\$80.734555**

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2013 Charge</b>
--	-----------------------------	---------------------------	------------------------

**South Side**

020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		2,640.02
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,422.04
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,211.02
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,211.02
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,009.18
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,009.18
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,009.18
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,009.18
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,018.36

<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2013 Charge</b>
<b><u>South Side cont'd..</u></b>			
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,424.96
<b>020-590-271-04</b> <b>**Strata LMS183 - see attached</b>	132.01		5,328.88
<b>020-590-271-46</b> <b>***Strata LMS1880 - see attached</b>	264.00		10,656.96
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,332.12
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		3,996.36
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		1,937.63
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		1,937.63
<b>020-590-274-26</b> <b>***Strata BCS 3366 - see attached</b>	144.00		5,812.89
<b>020-590-274-42</b> <b>***Strata LMS 775 - see attached</b>	95.96		3,873.65
020-590-274-68 <b>*Hastings Library exempt</b>		96.00	0.00
020-590-274-96 Lot A, Blk 57, THSL, Plan 309A	96.00		3,875.27
<b>Total for South Side</b>	<b>1,330.67</b>	<b>96.00</b>	<b>\$53,715.53</b>
<b>South Side Rate per foot:</b>	<b>\$40.367277</b>		

	Rate per Foot	Assessed Footage	Total
Total for North Side	\$80.734555	1,428.60	\$115,337.38
Total for South Side	\$40.367277	1,330.67	\$53,715.53
<b>Total Amount to be Collected:</b>			<u><u>\$169,052.91</u></u>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>*Strata LMS183 – Total Shares:</b>	<b>10,000</b>	<b>\$5,328.88</b>
020-590-271-04-0001	1,708	910.17
020-590-271-04-0002	8,292	4,418.71
	<u><u>10,000</u></u>	<u><u>\$5,328.88</u></u>

<b>*Strata LMS775 – Total Shares:</b>	<b>7,087</b>	<b>\$3,873.65</b>
020-590-274-42-0001	1,127	616.00
020-590-274-42-0002	1,127	616.00
020-590-274-42-0003	1,211	661.91
020-590-274-42-0004	1,211	661.91
020-590-274-42-0005	1,211	661.92
020-590-274-42-0006	1,200	655.91
	<u><u>7,087</u></u>	<u><u>\$3,873.65</u></u>

<b>Strata LMS 1880 -Mixed Use- Commercial units only charged - total shares:</b>	<b>19,405</b>	<b>\$10,656.96</b>
020-590-271-46-0002	878	482.19
020-590-271-46-0003	879	482.73
020-590-271-46-0004	908	498.66
020-590-271-46-0005	880	483.28
020-590-271-46-0006	834	458.02
020-590-271-46-0007	838	460.22
020-590-271-46-0008	936	514.04
020-590-271-46-0014	1,042	572.25
020-590-271-46-0015	1,083	594.77
020-590-271-46-0016	1,083	594.77
020-590-271-46-0017	1,562	857.83
020-590-271-46-0018	945	518.98
020-590-271-46-0019	995	546.44

020-590-271-46-0020	1,000	549.19
020-590-271-46-0021	995	546.44
020-590-271-46-0022	1,028	564.56
020-590-271-46-0023	1,001	549.74
020-590-271-46-0024	845	464.06
020-590-271-46-0025	789	433.31
020-590-271-46-0026	884	485.48
	<b>19,405</b>	<b>\$10,656.96</b>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>Strata BCS 3366 -Mixed Use-</b>		
<b>Commercial units only charged - total shares:</b>	<b>721</b>	<b>\$5,812.89</b>
020-590-274-26-0001	90	725.60
020-590-274-26-0002	92	741.73
020-590-274-26-0003	99	798.16
020-590-274-26-0004	76	612.73
020-590-274-26-0005	90	725.60
020-590-274-26-0006	108	870.72
020-590-274-26-0007	79	636.92
020-590-274-26-0008	87	701.43
	<b>721</b>	<b>\$5,812.89</b>



**East Hastings Collective Parking**

**Schedule "B"**

**January 1, 2013 to December 31, 2013**

**Costs of East Hastings Parking Project:**

<b><u>Account</u></b>	<b><u>20001815</u></b>	
Supplying Electrical Energy		\$ 1,455.78
Liability Insurance		0.00
Real Property and Local Improvement Taxes		151,550.47
Maintenance & Repairs		15,931.51
Traffic & Electrical Maintenance of Lights		0.00
Landscape Maintenance		115.15
Snow & Ice Removal		0.00
<b>Total costs</b>		<b><u><u>\$169,052.91</u></u></b>

**EXPLANATION****2013 Maintenance Costs for  
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2013 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services  
April 1, 2014



**Trounce Alley and Blood Alley Square Maintenance Project**

**SCHEDULE "A"**

Total Amount to be collected:..... **\$12,961.40**

<b>Co-ordinate &amp; Legal Description</b>	<b>Proportion of Costs</b>	<b>2013 Charge</b>
*026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1,570.92
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	1,949.39
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2,199.55
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	543.08
*026-589-172-65 *CoV Assessable as per L. Kemp Real Est. Serv. LOT 11 EX PCL A & 12 & 13 & 14 EX E 26 FT BLK 2 DL OGT PLAN 168	36.10%	4,679.07
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	995.44
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	7.90%	1,023.95
	<b><u>100.00%</u></b>	<b><u>\$12,961.40</u></b>

<b>Strata Plan LMS 738</b>	<b><u>Total Shares</u></b>	<b><u>9,257</u></b>	<b><u>\$1,023.95</u></b>
026 178 580 61 0001	702		77.65
026 178 580 61 0002	614		67.92
026 178 580 61 0003	694		76.77
206 178 580 61 0004	903		99.88
026 178 580 61 0005	716		79.20
026 178 580 61 0006	744		82.30
026 178 580 61 0007	809		89.49
026 178 580 61 0008	903		99.88
026 178 580 61 0009	720		79.64
026 178 580 61 0010	740		81.85
026 178 580 61 0011	809		89.49
026 178 580 61 0012	<u>903</u>		<u>99.88</u>
	<b><u>9,257</u></b>		<b><u>\$1,023.95</u></b>

<b>Strata Plan BCS 3229</b>	<b><u>Total Shares</u></b>	<b><u>4,461</u></b>	<b><u>\$1,570.92</u></b>
026 580 172 60 0001	105		36.98
026 580 172 60 0002	106		37.33
026 580 172 60 0003	126		44.37
026 580 172 60 0004	42		14.79
026 580 172 60 0005	84		29.58
026 580 172 60 0006	68		23.95
026 580 172 60 0007	67		23.59
026 580 172 60 0008	65		22.89
026 580 172 60 0009	67		23.59
026 580 172 60 0010	85		29.93
026 580 172 60 0011	81		28.52
026 580 172 60 0012	58		20.42
026 580 172 60 0013	62		21.83
026 580 172 60 0014	62		21.83
026 580 172 60 0015	59		20.78
026 580 172 60 0016	81		28.52
026 580 172 60 0017	149		52.47
026 580 172 60 0018	121		42.61
026 580 172 60 0019	117		41.20
026 580 172 60 0020	115		40.50
026 580 172 60 0021	121		42.61
026 580 172 60 0022	150		52.82
026 580 172 60 0023	143		50.36
026 580 172 60 0024	91		32.05

**Strata Plan BCS 3229  
(cont'd)**

026 580 172 60 0025	108	38.03
026 580 172 60 0026	102	35.92
026 580 172 60 0027	87	30.64
026 580 172 60 0028	137	48.24
026 580 172 60 0029	129	45.43
026 580 172 60 0031	65	22.89
026 580 172 60 0032	66	23.24
026 580 172 60 0033	85	29.93
026 580 172 60 0034	80	28.17
026 580 172 60 0035	70	24.65
026 580 172 60 0036	111	39.09
026 580 172 60 0037	66	23.24
026 580 172 60 0038	80	28.17
026 580 172 60 0039	60	21.13
026 580 172 60 0040	68	23.95
026 580 172 60 0041	68	23.95
026 580 172 60 0042	62	21.83
026 580 172 60 0043	81	28.52
026 580 172 60 0044	70	24.65
026 580 172 60 0045	111	39.09
026 580 172 60 0046	66	23.24
026 580 172 60 0047	80	28.17
026 580 172 60 0048	144	50.71
026 580 172 60 0049	129	45.43
026 580 172 60 0050	<u>111</u>	<u>39.09</u>
	<b><u>4,461</u></b>	<b><u>\$1,570.92</u></b>

**Proportion of Costs as per By-law #4638, August 1,  
1972**

**Trounce Alley and Blood Alley Square Maintenance Project**

**Schedule "B"**

**Costs to Trounce Alley and Blood Alley Square**

January 1, 2013 to December 31, 2013

**Account      20001816**

Supplying Electrical Energy	\$	<b>126.91</b>
Liability Insurance		<b>0.00</b>
Maintenance of Street Lights		<b>554.51</b>
Sweeping and Flushing Paved Surfaces or Snow Removal		<b>12,279.98</b>
Total costs and charges:	\$	<b><u>12,961.40</u></b>

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 191 East 11<sup>th</sup> Avenue (2681 Main Street)**

On December 16, 2013, the Director of Planning approved an application to develop on the referenced lands a four-storey, commercial/residential development containing three retail stores on the ground floor and a total of 17 dwelling units above with one level of underground parking having vehicular access from East 11<sup>th</sup> Avenue, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all 17 housing units as for profit affordable rental housing pursuant to the Rental Incentives for 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 through a housing agreement, and subject to such rentals being made available as rental housing units.

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

Director of Legal Services  
April 1, 2014



191 East 11<sup>th</sup> Avenue  
(2681 Main Street)



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

**A By-law to enact a Housing Agreement  
for 191 East 11<sup>th</sup> Avenue (2681 Main 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: 014-653-699

Lot X Except the West 40 Feet  
Block 31  
District Lot 302  
Plan 1463

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

# Schedule A

FORM\_C\_V19 (Charge)

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

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

**LOCK**

PAGE 1 OF 9 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)

**Import Profile**

#14-0145 (Housing Agreement)

Deduct LTSA Fees? Yes

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

**014-653-699 LOT X EXCEPT THE WEST 40 FEET BLOCK 31 DISTRICT LOT 302**  
**PLAN 1463**

**No PID NMBR**

STC? YES

**Pick up STC?**

**Use 30 Parcel Schedule**

**Use 3 Parcel Schedule**

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Use Schedule**

**Covenant**

**Entire Instrument**

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

(a)  Filed Standard Charge Terms D.F. No.

(b)  Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**Use Schedule**

**FRANK CHI HUNG LEE**

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

**Use Schedule**

**CITY OF VANCOUVER**

**453 WEST 12TH AVENUE**

**VANCOUVER**

**BRITISH COLUMBIA**

**V5Y 1V4**

**CANADA**

**Joint Tenants?**

7. ADDITIONAL OR MODIFIED TERMS:

**Use Schedule**

**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**

Y	M	D
14		

Transferor(s) Signature(s)

\_\_\_\_\_ **FRANK CHI HUNG LEE**

\_\_\_\_\_

**OFFICER CERTIFICATION:**

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

**More Signatures**

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Execution Date**

Y	M	D
14		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OFFICER CERTIFICATION:**

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

**More Signatures**

**TERMS OF AGREEMENT - PART 2**

**RENTAL 100 HOUSING AGREEMENT  
191 East 11<sup>th</sup> Avenue (2681 Main Street)**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference March 3, 2014, shall be read as follows:

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

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

C. The Owner has applied, pursuant to development permit application DE417315, to redevelop the Lands with a four-storey commercial/residential development containing three retail stores on ground floor and a total of 17 dwelling units above with one level of underground parking having vehicular access from East 11<sup>th</sup> Avenue, pursuant to the City's secured market rental housing policy and programme known as Rental Incentives for Rental 100 ("**Rental 100**");

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

Arrangements shall be made, to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all 17 housing units as for profit affordable rental housing pursuant to 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 through a housing agreement, and subject to such rentals being made available as rental housing units;

E. In order to qualify for Rental 100:

- (i) all of the Designated Units must qualify as For-Profit Affordable Rental Housing;
- (ii) the Owner must 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 (the "**Housing Agreement Condition**"); and
- (iii) the Owner must comply with all other applicable City-imposed conditions; and

F. The Owner is entering into this Agreement to satisfy the Housing Agreement 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, in satisfaction of the requirements of Section 3.1A 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 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;
  - (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
  - (g) **"Designated Units"** means all Residential Units contained within the Building, being 17 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;
  - (h) **"Development Permit"** means the development permit issued by the City authorizing the development pursuant to development permit application DE417315;
  - (i) **"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;
  - (j) **"For-Profit Affordable Rental Housing"** means a new building containing multiple dwelling units, which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units, and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;

- (k) **"Housing Agreement Condition"** has the meaning ascribed to that term in Recital E(ii);
- (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 Frank Chi Hung Lee as of the Commencement Date, and includes any and all of the his 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) **"Replacement Designated Unit"** has the meaning ascribed to that term 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 beneficial and registered 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 and beneficial 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 Managing Director of Social Development. At the request of the Managing Director of Social Development, 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:  
Frank Chi Hung Lee  
818 West 68<sup>th</sup> Avenue  
Vancouver, British Columbia  
V6P 2V2

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.

**END OF DOCUMENT**


**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1729-1735 East 33<sup>rd</sup> Avenue**

Following a public hearing on March 12 and 13, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 by-law for 1729-1735 East 33<sup>rd</sup> Avenue. 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  
April 1, 2014

1729 - 1735 East 33<sup>rd</sup> Avenue

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

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

WHEREAS THE COUNCIL OF THE CITY OF VANCOUVER wishes to encourage the development of innovative housing models, including co-housing, a form of multiple dwelling which incorporates significant common amenity areas, and in which regular communal use of common amenity areas in conjunction with approved dwelling uses is supported and required;

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-656 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

**Definitions**

2. The definitions in the Zoning & Development By-law apply to this by-law except that:

“Common Amenity Area” means floor area whose use is shared by all residents in conjunction with approved dwelling uses, and includes two communal guest rooms, one communal childrens’ indoor play area, one communal bathroom, one communal laundry room, one communal office, one communal kitchen, one communal dining room or great room, one communal lounge, one communal exercise studio, one communal workshop, one communal bicycle repair room, one communal roof-top deck or any other communal uses which, in the opinion of the Director of Planning, are similar to the foregoing communal uses.

“Communal dining room or great room” means a dining room used by residents for a communal meal on no less than twenty days per month.

“Communal kitchen” means a kitchen used by residents to prepare a communal meal on no less than twenty days per month.

“Multiple Dwelling (Co-housing)” means a multiple dwelling in which no less than 20% of permitted floor area is common amenity area.

## Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (564).

3.2 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 (564), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Use, limited to Multiple Dwelling (Co-housing); and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

## Condition of Use

4.1 There must be no more than 31 dwelling units on the site.

## Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 2 749 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 1.10, except that at least 20% of floor area must consist of common amenity area.

5.3 Computation of floor area must include:

- (a) 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;
- (b) stairways, fire escapes, elevator shafts, and other features, which the Director of Planning considers similar, to be measured by their gross cross-sectional areas, and included in the measurements for each floor at which they are located; and
- (c) where the distance from a floor to the floor above, or where there is no floor above to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height, except that the Director of Planning may exclude additional height in combination with:
  - (i) an undeveloped floor area beneath roof elements which are, in the opinion of the Director of Planning, solely for decorative purposes and to which the only means of access is a hatch, residential lobby or mechanical penthouse, or

- (ii) venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation.

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, provided that the total area of all exclusion does not exceed 8% of permitted floor area;
- (b) patios and roof gardens, provided that 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 of floors so used, which:
  - (i) are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length, or
  - (ii) are above base surface and, where developed as off-street parking are located in an accessory building situated in the rear yard, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) areas of undeveloped floors which are located:
  - (i) above the highest storey or half-storey, and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (e) floors located at or below finished grade with a ceiling height of less than 1.2 m; and
- (f) all residential storage space below base surface.

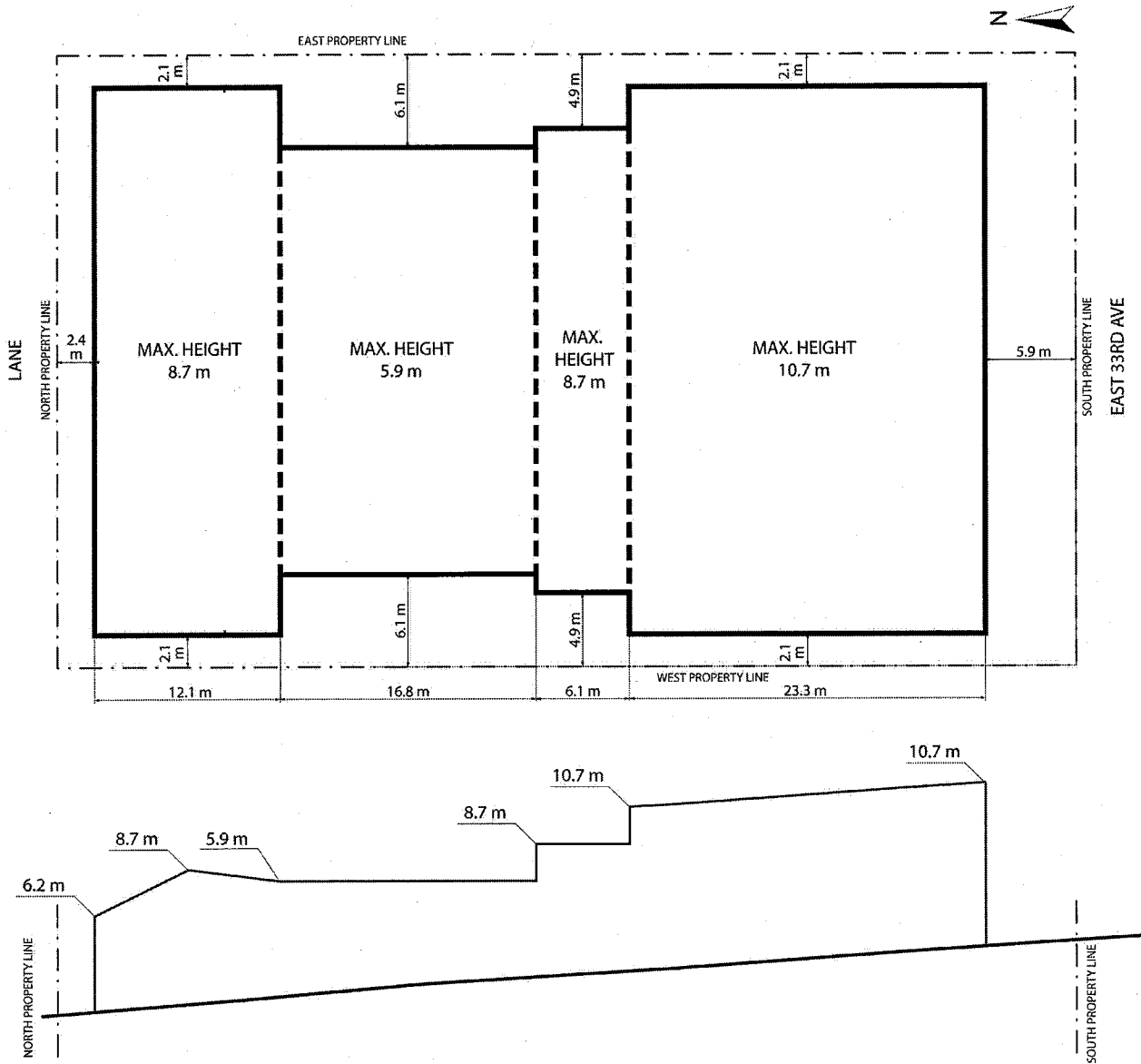
5.5 The use of floor area excluded under section 5.4 must not include any purpose other than that which justified the exclusion.

### Height and Setbacks

6.1 Maximum building height, measured above base surface, must conform with the building heights illustrated in Diagram 1 below.

6.2 Minimum building setbacks must conform with the building setbacks illustrated in Diagram 1 below.

Diagram 1



**Site Coverage**

- 7.1 The maximum site coverage for buildings shall be 55 % of the site area.
- 7.2 Site coverage for buildings shall be based on the projected area of the outside of the outermost walls of all buildings, but excludes steps, eaves, balconies, and sun decks.
- 7.3 In the case of a sloping site where a structure is located at or below base surface, the structure shall be excluded from the site coverage calculation provided that it does not,

except for required earth cover, permitted fences and similar items, project above the average elevation of the portions of the streets, lanes or sites located adjacent to such structure, and does not, in any event, project more than 1.0 m above the actual elevation of adjoining streets, lanes and sites.

### **Horizontal Angle of Daylight**

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

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 If:

- (a) the Director of Planning or Development Permit Board first considers all 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.

8.5 An obstruction referred to in section 8.2 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 (564).

8.6 A habitable room referred to in section 8.1 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**

9. 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**

10. 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**

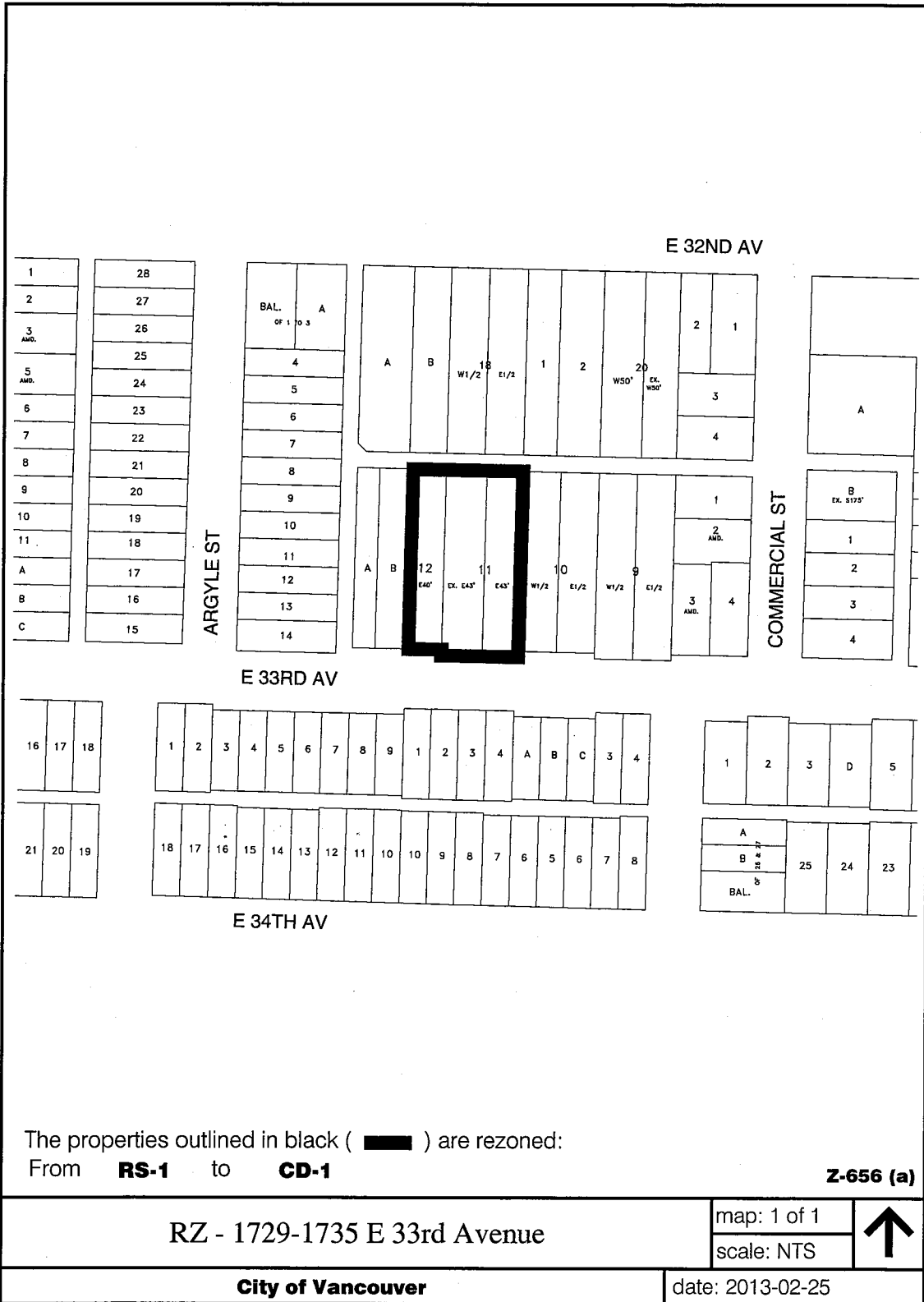
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

**Schedule A**



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

**Z-656 (a)**

**RZ - 1729-1735 E 33rd Avenue**

map: 1 of 1

scale: NTS



**City of Vancouver**

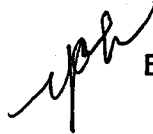
date: 2013-02-25

**EXPLANATION****A By-law to amend the Zoning and Development By-law No. 3575  
Regarding Temporary Sales Offices in residential zones**

After the public hearing on March 10, 11 and 14, 2014, Council resolved to amend the Zoning & Development By-law to permit Temporary Sales Office as a conditional use in the City's RS (One-Family) and RT (Two-Family) zoning districts. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 1, 2014

Temporary Sales Office Use  
In Residential Zones

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
Regarding Temporary Sales Offices in residential zones**

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning and Development By-law No. 3575.
2. Council inserts in the correct alphabetical order the following definition under Office Uses in Section 2:

**“Temporary Sales Office**, which means the use of a building, for a period not exceeding three years, for the sole purpose of marketing and selling dwelling units associated with a residential development.”

3. Council inserts in the correct alphabetical order under Conditional Approval Uses in the RS-1, RS-5, RS-7, RT-4, RT-4A, RT-4N, RT-4AN, RT-5, RT-5A, RT-5N and RT-5AN District Schedules, the following:

**“3.2.1.0 [Office]**

- Temporary Sales Office, subject to the provisions of section 11.26 of this By-law.”

4. Council inserts in the correct alphabetical order under Conditional Approval Uses in the RS-1A, RS-1B, RS-2, RS-3, RS-3A, RS-4, RS-6, RT-1, RT-2, RT-3, RT-6, RT-7, RT-8, RT-9, RT-10 and RT-10N and RT-11 and RT-11N District Schedules, the following:

**“3.2.0 [Office]**

- Temporary Sales Office, subject to the provisions of section 11.26 of this By-law.”

5. Council inserts in Section 11, the following:

**11.26 Temporary Sales Office**

- 11.26.1 The minimum site size shall be 2000 m<sup>2</sup>, except that the Director of Planning may permit a smaller site provided that all parking required by the Parking By-law is provided on site.

- 11.26.2 The site must be within 100 metres of the development project to which the Temporary Sales Office relates.
- 11.26.3 The site must be located on an arterial or major street, which generally have two or more lanes of travel in each direction and are usually designated as truck and bus routes.
- 11.26.4 The site must be more than 800 metres from a commercial district, except that the Director of Planning may permit the use closer to a commercial district if the applicant can demonstrate that suitable commercial vacancy opportunities are not available.
- 11.26.5 The Director of Planning must consider the submission of any advisory group, property owner or tenant and all applicable policies and guidelines adopted by Council.
- 11.26.6 The site must be fully restored to its original condition immediately following the expiration of a development permit.

**Severability**

- 6. 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**

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

ENACTED by Council this                      day of                      , 2014

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 138 East Hastings Street**

On April 23, 2012, the Development Permit Board approved development permit application DE414810 to develop on the referenced lands a six storey mixed-use building containing commercial uses on the ground floor and a total of 97 residential units (79 market units and 18 social housing units) above one level of underground parking having vehicular access from the lane, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all the social housing units as rental for 60 years or life of the building, whichever is greater, and to secure the rent levels.

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

Director of Legal Services  
April 1, 2014

138 East Hastings Street



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

**A By-law to enact a Housing Agreement  
for 138 East Hastings 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: 029-260-990

Lot A  
Block 12  
District Lot 196  
Group 1  
New Westminster District  
Plan EPP37980

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

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

Schedule A

FORM\_C\_V19 (Charge)

LAND TITLE ACT  
FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

LOCK

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.

[Empty signature box]

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
[TO BE FILLED IN BY APPLICANT'S SOLICITOR]

Import Profile

#12-0094-001 (Housing & Building Use)

Deduct LTSA Fees? Yes

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

029-260-990 LOT A BLOCK 12 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER

No. PID NUMBER DISTRICT PLAN EPP37980

STC? YES

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST  
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

Use 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

Use Schedule

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

Use Schedule

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

N/A

Use Schedule

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

Officer Signature(s)

\_\_\_\_\_

Execution Date

Y	M	D
14		

Transferor(s) Signature(s)

SEQUEL 138 DEVELOPMENT  
CORP. by its authorized  
signatory(ies):

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

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

OFFICER CERTIFICATION:

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

More Signatures



LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_

Y	M	D
14		
14		
14		

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION by its  
authorized signatory(ies):

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

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

PROVINCIAL RENTAL HOUSING  
CORPORATION by its authorized  
signatory(ies):

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

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

OFFICER CERTIFICATION:

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

**More Signatures**

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Option to Purchase CA2697687 (modified by CA2969173) Page 14

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA2697688 (modified by CA3329439) and Assignment of Rents CA2697689 Page 15

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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More Pages

**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):**

SEQUEL 138 DEVELOPMENT CORP., INC. NO. 725105  
PROVINCIAL RENTAL HOUSING CORPORATION, INC. NO. 52129 (as to priority)  
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (as to priority)

More Pages

## TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
138 East Hasting Street

## WHEREAS:

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

- (i) the Transferor, Sequel 138 Development 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 and beneficial owner of the Lands;

C. By development permit application no. DE414810 (the "Development Permit Application"), the Owner applied to redevelop the Lands with a six storey mixed-use building with commercial uses at grade and 97 residential units above, including 18 units to be used exclusively for social housing (as more particularly described in section 1.1, the "Social Housing Units") with one level of underground parking accessible from the lane, which application was approved in principle by the City's Development Permit Board, subject to, among other things, fulfillment of the condition that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, and to secure the Social Housing Units as rental for the life of the building, to prohibit the separate sale of any of the Social Housing Units and to restrict the rent rates applicable to the Social Housing Units (the "Social Housing Conditions"); and

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

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) **"CMHC Area Market Rent"** means the area market rents as published annually in the Canadian Housing and Mortgage Corporation's Rental Market Survey;
- (e) **"Development"** has the meaning ascribed to that term in Recital C;
- (f) **"Development Permit"** means a development permit issued as a result of the Development Permit Application;
- (g) **"Development Permit Application"** has the meaning ascribed to that term in Recital C;
- (h) **"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;
- (i) **"Housing Income Limits"**, formerly known as Core Need Income Threshold (or CNIT), means the housing income limits (or HILs) for Vancouver published by Canada Mortgage and Housing Corporation from time to time, which is the maximum gross household income an applicant may have in order to be eligible for subsidized housing in Vancouver;
- (j) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (k) **"Lands"** means the parcel described in Item 2 in the Form C attached hereto;
- (l) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (m) **"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;
- (n) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (o) **"Owner"** means Sequel 138 Development Corp. and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then "Owner" includes, without limitation, any strata corporation

thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;

- (p) **"Rental Housing"** means a dwelling unit which shall not be occupied by the Owner of the same, but which is made available by such Owner to the general public (subject to section 2), 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;
- (q) **"Social Housing Conditions"** has the meaning ascribed to that term in Recital C;
- (r) **"Social Housing Units"** means 18 new residential units to be contained within the Building upon its completion, as part of the Development, which units will be located on the third floor and numbered 303 to 320 as indicated on the sketch attached hereto as Schedule A, and **"Social Housing Unit"** means any one of them, and those terms include each and all social housing units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (s) **"Term"** means the term of this Agreement being the life of the Building; and
- (t) **"Vancouver Charter"** means the *Vancouver Charter S.B.C. 1953, c. 55*, as amended or replaced from time to time.

2. 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 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 Social Housing Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, for not less than nine of the Social Housing Units the tenant contribution towards rent will be no more than the shelter component of income assistance (\$375 monthly welfare rate as of the reference date of this Agreement), and the remainder of the Social Housing Units will be rented for no more than 30% of the Housing Income Limits or the CMHC Area Market Rent, whichever is lower;
- (e) 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;

- (f) 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 may be arbitrarily withheld, subject to section 3;
- (g) throughout the Term, any sale of a Social Housing Unit in contravention of the covenant in section 2(e), and any subdivision in contravention of section 2(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; and
- (h) it will insure the Building, the Dwelling Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Social Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

3. Subdivision of the Building. Notwithstanding section 2(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of a strata plan, provided that all the Social Housing Units are contained within a single strata lot (the "**Social Housing Units Strata Lot**"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Building, the Owner may apply to the City for a partial discharge of this Agreement with respect to any strata lot other than the Social Housing Units Strata Lot, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other strata lot(s); 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 or the Social Housing Units Strata Lot pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

- (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iv) the preparation and registration of any such discharge will be without cost to the City.

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

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

until such time as an Occupancy Permit has been issued for the Building and each of the Social Housing Units in it; and
- (b) without limiting the general scope of section 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this section 4.

5. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the Building and 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.

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

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

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



## (a) If to the City:

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

Attention: Managing Director, Social Development Department

## (b) If to the Owner:

Sequel 138 Development Corp.  
 108 - 329 Main Street  
 Vancouver, British Columbia  
 V6A 2S9

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 (3<sup>rd</sup>) day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (b) if personally delivered, on the date when delivered,

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

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

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

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

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

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

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

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

15. Priority of Registration. 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 the 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.

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.

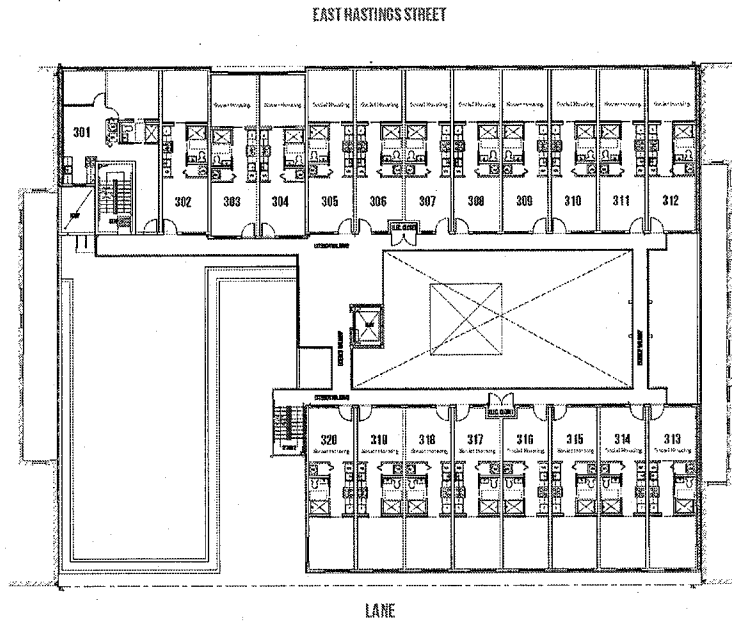
17. Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

- (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.

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

SCHEDULE A



3RD FLOOR PLAN

**SEQUEL 138**

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Option to Purchase registered under number CA2697687 (modified by CA2969173);
- (b) **"Existing Chargeholder"** means PROVINCIAL RENTAL HOUSING CORPORATION COMMISSION;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA2697688 (modified by CA3329439) and the Assignment of Rents registered under number CA2697689;
- (b) **"Existing Chargeholder"** means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) **"New Charge"** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 179 Main Street**

On February 24, 2014, the Development Permit Board approved Development Application Number DE416774 to develop on the referenced lands a multi storey mixed-use building with one level of retail at grade and residential units above containing 56 dwelling units (9 social housing units and 47 market dwelling units) all over one level of underground parking, having vehicular access from the lane, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure the social housing units as rental social housing and to secure the market units as for-profit affordable rental housing pursuant to the City's Rental Incentives for Rental 100 program, for 60 years or life of the building, whichever is greater, and to secure the rent levels.

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

Director of Legal Services  
April 1, 2014

179 Main Street

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

**A By-law to enact a Housing Agreement  
for 179 Main 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: 015-702-464            Lot 5  
                                      Block 3  
                                      District Lot 196  
                                      Plan 184

PID: 015-702-472            Lot 6  
                                      Block 3  
                                      District Lot 196  
                                      Plan 184

PID: 015-702-481            Lot 7  
                                      Block 3  
                                      District Lot 196  
                                      Plan 184

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

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

ENACTED by Council this            day of            , 2014

\_\_\_\_\_  
Mayor

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



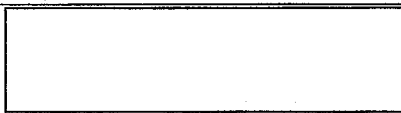
# Schedule A

FORM\_C\_V19 (Charge)

**LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 3 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)  
**Edna S.C. Cheung of Goluboff & Mazzei**  
 201, 585 - 16th Street  
 West Vancouver BC V7V 3R8  
 Phone: 604.925.6918  
 FDG 25719  
 14-0323 (Rental 100 Housing)  
 Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]  
**SEE SCHEDULE**  
 STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**Covenant** Entire Instrument


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):  
**F D G PROPERTY MANAGEMENT LTD. , INC. NO. 74582**

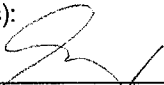
6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**  
 453 WEST 12TH AVENUE  
 VANCOUVER BRITISH COLUMBIA  
 V5Y 1V4 CANADA

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)  
  
**Edna S.C. Cheung**  
 Barrister & Solicitor  
 #201- 585 16th St.  
 West Vancouver, B.C. V7V 3R8  
 (604).925-6918

Execution Date		
Y	M	D
14	03	21

Transferor(s) Signature(s)  
**F D G PROPERTY MANAGEMENT LTD. by its authorized signatory(ies):**  
  
 Print Name: **Sock-Kheng Ooi**  
 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

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

\_\_\_\_\_

Y	M	D
14		

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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**

---

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

**015-702-464 LOT 5 BLOCK 3 DISTRICT LOT 196 PLAN 184**

STC? YES

---

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

**015-702-472 LOT 6 BLOCK 3 DISTRICT LOT 196 PLAN 184**

STC? YES

---

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

**015-702-481 LOT 7 BLOCK 3 DISTRICT LOT 196 PLAN 184**

STC? YES

## TERMS OF AGREEMENT - PART 2

RENTAL 100 AND SOCIAL HOUSING AGREEMENT  
179 Main Street

## WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference March 20, 2014, shall be read as follows:

- (i) the Transferor, F D G Property Management Ltd., is called the "Owner", as more particularly defined in section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner has applied, pursuant to development permit application DE416774, to redevelop the Lands with an eight storey mixed-use building with one level of retail at grade and seven levels of rental housing above containing 56 dwelling units, comprised of nine units on the second floor to be used exclusively as Social Housing, and 47 secured market rental units on the 3<sup>rd</sup> to 8<sup>th</sup> floors to be used exclusively as For-Profit Affordable Rental Housing Units, all over one level of underground parking, having vehicular access from the lane, pursuant to the City's secured market rental housing policy and programme known as Rental Incentives for Rental 100 ("Rental 100");

D. The Director of Planning has conditionally approved such application subject to the condition that the Owner, among other things, make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all Social Housing Units and all For-Profit Affordable Rental Housing Units as rental for 60 years or the life of the building, whichever is longer and to secure the rent levels and/or unit sizes applicable thereto;

E. In order to qualify for Rental 100:

- (i) all of the dwelling units must qualify as For-Profit Affordable Rental Housing;
- (ii) the Owner must 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 dwelling 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) the Owner must comply with all other applicable City-imposed conditions; and

F. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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 3.1A 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 and covenant as follows, in respect of the use of the Lands and the Building:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS**

- 1.1 In this Agreement the following terms have the definitions now given:
- (a) "**Agreement**" means this Rental 100 and Social Housing Agreement and Building Use Covenant, including the foregoing recitals;
  - (b) "**Building**" means any 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) "**Building Permit**" means any building permit issued by the City authorizing the building of the 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 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;
  - (f) "**Commencement Date**" means the date as of which this Agreement has been executed by all parties to it;
  - (g) "**Development Permit**" means the development permit issued by the City authorizing the development pursuant to development permit application DE416774;
  - (h) "**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;
  - (i) "**For-Profit Affordable Rental Housing**" means a building containing multiple dwelling units, which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units;
  - (j) "**For-Profit Affordable Rental Housing Units**" has the meaning ascribed to that term Section 2.1(d), and "**For-Profit Affordable Rental Housing Unit**" means any one of such units;
  - (k) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c.250;

- (l) "Lands" means the parcel described in Item 2 in the Form C attached hereto, and includes any parcel into which such Lands are consolidated or subdivided;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (n) "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;
- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the Building;
- (p) "Owner" means the registered owner of the Lands, being F D G Property Management Ltd. as of the Commencement Date, and includes any and all of the his respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (q) "Rental 100" has the meaning ascribed to that term in Recital C;
- (r) "Social Housing" means a rental housing unit:
  - (i) which is owned only by a government or non-profit housing group;
  - (ii) which is used to provide housing only for senior citizens, handicapped persons or individuals or families of low income; and
  - (iii) which is managed and operated only by a not-for-profit organization experienced in the management and operation of affordable housing units and their tenants, or by a government organization;
- (s) "Social Housing Units" has the meaning ascribed to that term Section 2.1(c), and "Social Housing Unit" means any one of such units;
- (t) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the 60 year anniversary of the Commencement Date; or
  - (ii) the date as of which the Building is demolished or substantially destroyed,
- (u) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755; and
- (v) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c.55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this “**Agreement**” and the words “**hereof**” “**herein**” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) 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. 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 fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

**ARTICLE 2  
USE OF LANDS AND BUILDING**

2.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that, during the Term:

- (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) at its sole cost and expense, it will construct, fit and finish the Building and all component parts thereof in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) nine dwelling units on the second floor, together with all related common service and amenity areas and systems, and subject to final approval by the City as to form and contents, will be owned, used and operated only as Social Housing (the "**Social Housing Units**"), will be made available 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, and in respect of which the tenant contribution towards rents for all such Units will be no more than the shelter component of income assistance (which is \$375 as of the Commencement Date);
- (d) 47 dwelling units on the 3<sup>rd</sup> to 8<sup>th</sup> floors, together with all related common service and amenity areas and systems, and subject to final approval by the City as to form and contents, will be owned, used and operated only as For-Profit Affordable Rental Housing, and each such Unit will have a floor area of no more or less than such dimensions as the City may require (the "**For-Profit Affordable Rental Housing Units**");
- (e) the For-Profit Affordable Rental Housing Units will not be occupied by the registered or beneficial owner of the same, but will be 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;
- (f) subject to Article 3, it will not suffer, cause or permit, beneficial or registered title to any of the dwelling units in the Building (or any replacement unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the dwelling units (or each replacement unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.9;
- (g) except as contemplated by Article 3, 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;
- (h) that any sale of any dwelling unit (or any replacement unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Building (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2.1(g), 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;



- (i) at its sole cost and expense, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) prior to the issuance of an Occupancy Permit, it will provide the City with proof of the insurance required to be taken out by it pursuant to this Agreement, in form and substance satisfactory to the City, and thereafter and throughout the Term, forthwith upon request by the City, it will provide the City with similar proof of insurance;
- (k) at its sole cost and expense, it will keep and maintain the Building (or any replacement building(s) on the Lands) and all parts thereof, reasonable wear and tear excepted, in good repair and in a safe, clean, neat and tidy condition, and 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; and
- (l) in the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the Commencement Date, it will, at its sole cost and expense, promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

**ARTICLE 3  
OCCUPANCY RESTRICTION ON THE LANDS**

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

until such time as:

- (iii) the Lands have been subdivided by air space subdivision plan or strata plan, resulting in the Social Housing Units and the For-Profit Market Housing Units each being contained within a separate legal lot or parcel (it being understood that the retail units in the Building, and related common service and amenity areas and systems, may be contained within the same lot or parcel as the For-Profit Market Housing Units, subject to compliance

with applicable law, including any requirements that the City's approving officer may in his/her discretion impose);

- (iv) the Owner has demonstrated, to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, that legal and beneficial title to the Social Housing Units lot or parcel will be transferred to a single registered non-profit operator at an agreed upon per unit price which will enable that non-profit operator to finance the ownership, management and operation of the Social Housing Units lot or parcel as contemplated by this Agreement, notwithstanding that the tenant contribution towards rent can be no more than the applicable shelter component of Income Assistance; and
  - (v) registered and beneficial title to the Social Housing Units lot or parcel has been registered in the name of a third party that meets the criteria comprising the definition of Social Housing; and
- (b) without limiting the general scope of section 6.1, 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 Article 3.

#### ARTICLE 4 SUBDIVISION

- 4.1 At such time as the Lands are subdivided as contemplated by Section 3.1(a)(iii), the agreements, covenants, undertakings, obligations, rights and benefits contained herein applicable to the:
- (a) Social Housing Units, will thereafter apply only to the Owner of the Social Housing Units lot or parcel; and
  - (b) For-Profit Market Housing Units, will thereafter apply only to the Owner of the lot or parcel containing the Social Housing Units.

#### ARTICLE 5 RECORD KEEPING

- 5.1 Record Keeping. The Owner shall keep accurate records pertaining to the use and rental of all dwelling units (and any replacement unit, as applicable) as For-Profit Affordable Rental Housing Units or Social Housing Units, as applicable, such records to be to the satisfaction of the Managing Director of Social Development. At the request of the Managing Director of Social Development, 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.

#### ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release. The Owner hereby releases 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 and those for whom it is responsible in law, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This release will survive release or discharge of the Section 219 Covenant given hereby.

- 6.2 Indemnity. The Owner hereby agrees to indemnify and save harmless, the City and all City Personnel for and from any Losses suffered, incurred or experienced by 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.

#### ARTICLE 7 NOTICES

- 7.1 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:  
 F D G Property Management Ltd.  
 206 - 131 Water Street  
 Vancouver, British Columbia  
 V6B 4M3

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.

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 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.
- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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.
- 8.9 Sale of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any subdivided 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 Section 2.1(f) and Articles 3 and 4, 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, to the extent they apply pursuant to Article 4. The provisions in this Section 8.9 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).

8.10 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered, at its sole costs and expense, 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 the development of the Lands; 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.

8.11 Owner's Representations and Warranties. 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.

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

END OF DOCUMENT

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 1568 King Edward Avenue**

Following a public hearing on October 22, 2013, Council approved the rezoning of the referenced lands (then addressed as 1526 - 1560 Kingsway) subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all residential units as for-profit affordable rental housing units pursuant to the City's Secured Market Rental Housing (Rental 100) program for 60 years or the 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. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

**Director of Legal Services**  
April 1, 2014



# Schedule "A"

## Housing Agreement

FORM\_C\_V19 (Charge)

**LAND TITLE ACT**  
**FORM C (Section 233) CHARGE**  
**GENERAL INSTRUMENT - PART 1 Province of British Columbia**

PAGE 1 OF 11 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)
- CHAN YUE & LEE**  
 Barristers & Solicitors  
 212-475 Main Street  
 Vancouver BC V6A 2T7
- Tel: 604-687-4576  
 File: 23445
- Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:  
 [PID] [LEGAL DESCRIPTION]
- NO PID NMBR LOT 1 OF LOTS 19 AND 20 BLOCK 5 DISTRICT LOT 352 GROUP 1 NWD PLAN EPP 38495**
- STC? YES  
 Related Plan Number:

- | 3. NATURE OF INTEREST | CHARGE NO.  | ADDITIONAL INFORMATION |
|-----------------------|-------------|------------------------|
| <b>Covenant</b>       | SECTION 219 |                        |

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  
 V5Y 1V4 CANADA

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		
Y	M	D

Transferor(s) Signature(s)  
 \_\_\_\_\_  
 \_\_\_\_\_

See Form D

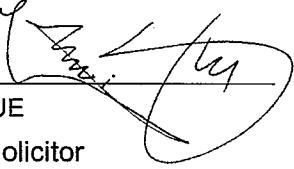
**OFFICER CERTIFICATION:**  
 Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act*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



LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



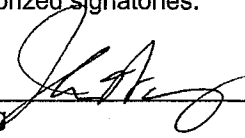
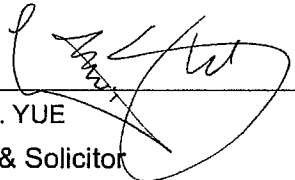
LEON C.L. YUE  
Barrister & Solicitor  
212 - 475 MAIN STREET  
VANCOUVER, BC V6A 2T7  
(as to both signatures)

Execution Date

Y	M	D
14	3	6
14	3	6

Transferor / Borrower / Party Signature(s)

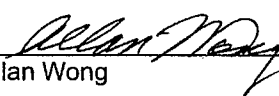
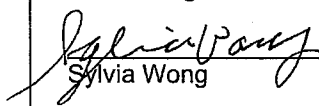
JOHN & MAY WONG HOLDINGS LTD.  
by its authorized signatories:

  
John Wong  
May Wong

LEON C.L. YUE  
Barrister & Solicitor  
212 - 475 MAIN STREET  
VANCOUVER, BC V6A 2T7  
(as to both signatures)

14 3 6

ALLAN & SYLVIA WONG HOLDINGS  
LTD. by its authorized signatories:

  
Allan Wong  
Sylvia Wong

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

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date

Y	M	D
14		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_  
Francis Connell/Yvonne Litjefors

\_\_\_\_\_

\_\_\_\_\_

**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**

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. TRANSFERORS:**

JOHN & MAY WONG HOLDINGS LTD. (Inc. No. BC0972199), as to an undivided 1/2 interest and  
ALLAN & SYLVIA WONG HOLDINGS LTD. (Inc. No. BC0972201), as to an undivided 1/2 interest

**TERMS OF AGREEMENT - PART 2**  
**RENTAL 100 HOUSING AGREEMENT**  
**1568 King Edward**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference \_\_\_\_\_, 2014, shall be read as follows:

- (i) the Transferor, John & May Wong Holdings Ltd. and Allan & Sylvia Wong Holdings Ltd., together, are called the "Owner", as more particularly defined in Section 1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner has applied to rezone the Lands (with concurrent development permit application DE416646) to permit a six-storey mixed use building with commercial space at grade and five levels of residential space containing 77 residential rental units, and the Owner wishes to qualify, pursuant to the City's Secured Market Rental Housing Policy known as Rental 100 ("Rental 100") and the Vancouver DCL By-law, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential rental units;

D. The City has conditionally approved such rezoning application subject to the condition that, *inter alia*, the Owner execute a housing agreement pursuant to Rental 100 to secure all 77 residential units, comprising approximately 49,608 square feet of floor area, in the development on the Lands as For-Profit Affordable Rental Housing for 60 years or the life of the building, whichever is longer, and to include registrable covenants in respect of all such residential units prohibiting separate sales, stratification, 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:

- (i) all of the Designated Units must qualify as For-Profit Affordable Rental Housing;
- (ii) the Owner must 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) the Owner must comply with all other applicable City-imposed conditions; and

F. The Owner is entering into this Agreement to satisfy one of the 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 3.1A 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"** or **"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, being 77 such Residential 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 DE416646;

- (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 a new building containing multiple dwelling units, which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units 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 owners of the Lands, being John & May Wong Holdings Ltd. and Allan & Sylvia Wong Holdings Ltd. as of the Commencement Date, and includes any and all of the their 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 legal title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial or legal owner, as the case may be, 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:

John & May Wong Holdings Ltd.  
 5535 Eleanor Street  
 Vancouver, British Columbia  
 V5J 3E1

Attention: President

and

Allan & Sylvia Wong Holdings Ltd.  
 5515 Eleanor Street  
 Vancouver, British Columbia  
 V5J 3E1

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), 2(e) and 2(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.

END OF DOCUMENT

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 626 Alexander Street**

On January 27, 2014, the Development Permit Board approved Development Application Number DE417264 to develop on the referenced lands a four-storey multiple dwelling building containing 29 residential units thereby permitting the development of 24 market units on the 2nd to 4th floors and five social housing units on the ground floor with parking at grade having vehicular access from the lane, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure all five social housing units on the first floor as rental social housing, for 60 years or life of the building, whichever is greater, and to secure rent levels.

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

Director of Legal Services  
April 1, 2014

626 Alexander Street



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

**A By-law to enact a Housing Agreement  
for 626 Alexander 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: 005-032-075	Lot A (Explanatory Plan 9901) Block 43 District Lot 196 Plan 196
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PID: 005-032-105	Lot Y Block 43 District Lot 196 Plan 196
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in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Mayor

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

Schedule A

FORM\_C\_V19 (Charge)

LAND TITLE ACT  
FORM C (Section 233) CHARGE  
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 3 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)

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
<b>Covenant</b>		Entire Instrument
<b>Priority Agreement</b>		Page 13

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):  
**EPIX ALEXANDER GP INC. , INC. NO. BC0971604**  
**DESIGN MORTGAGE CORPORATION, INC. NO. BC0421147 (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 CANADA

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)  
  
**Greg Fabbro**  
Barrister & Solicitor  
Terra Law Corporation  
Suite 2800 - 650 West Georgia St.  
Vancouver, BC V6B 4N7  
604-628-8993

Execution Date		
Y	M	D
14	03	24

Transferor(s) Signature(s)  
EPIX ALEXANDER GP INC. by its authorized signatory(ies):  
  
Print Name: **Derek D. Martile**  
  
Print Name: **Jeremy Waldman**

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

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date

Y	M	D
14		
14		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its  
authorized signatory:

\_\_\_\_\_

DESIGN MORTGAGE CORPORATION  
by its authorized signatory(ies):

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

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

\_\_\_\_\_

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

SCHEDULE

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

**005-032-075 LOT A (EXPLANATORY PLAN 9901) BLOCK 43 DISTRICT LOT 196 PLAN 196**

STC? YES

---

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

**005-032-105 LOT 7 BLOCK 43 DISTRICT LOT 196 PLAN 196**

STC? YES

---

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

STC? YES

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
626 Alexander Street

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference March 7, 2014, shall be read as follows:

- (i) the Transferor, Epix Alexander GP 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, and is the general partner and nominee of the beneficial owner, Epix (Alexander Street) Limited Partnership;

C. By development permit application no. DE417264 (the "Development Permit Application"), the Owner applied to redevelop the Lands with a four-storey multiple dwelling containing 29 residential units, of which 24 will be market units on the 2<sup>nd</sup> to 4<sup>th</sup> floors and five of which will be social housing units on the ground floor (as more particularly described in Section 1.1, the "Social Housing Units") with parking at grade having vehicular access from the lane, which application was considered by the City's Development Permit Board at its meeting of January 27, 2014 and approved in principle, subject to, among other things, fulfillment of the condition that the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to secure the Social Housing Units as more particularly set forth in the City's "prior-to" Development Permit issuance letter dated January 28, 2014 (the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social 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" means the development on the Lands described in Recital C and approved by the Development Permit;
- (e) "Development Permit" means a development permit issued as a result of the Development Permit Application;
- (f) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (g) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (h) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (i) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (j) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (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 Epix Alexander GP Inc. and all of its assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan then "Owner" includes, without limitation, any strata corporation thereby created, and in respect of individual strata lots within such strata corporation, the respective owner(s) thereof;
- (n) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Section 2), 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;

- (o) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
  - (p) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
  - (q) "Social Housing Units" means five new residential units to be contained within the Building upon its completion, as part of the Development, which units will be located on the ground level and will comply with the terms hereof applicable to the same and for which the tenant contribution towards rents will be no more than the shelter component of income assistance (as of the date hereof, which is \$375), and "Social Housing Unit" means any one of them, and those terms include each and all social housing units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
  - (r) "Social Housing Units ASP" has the meaning ascribed to that term in Section 3(a);
  - (s) "Social Housing Units Strata Lot" has the meaning ascribed to that term in Section 3(a);
  - (t) "Term" means the term of this Agreement, being the life of the Building or 60 years, whichever is longer; and
  - (u) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.
2. Restrictions on Use and Subdivision. The Owner covenants and agrees that:
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) it will construct, and throughout the Term will maintain, the 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, the 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, the tenant's contribution towards rent of a Social Housing Unit will be no more than the shelter component of income assistance (\$375 as of the reference date of this Agreement);
  - (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* 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 of the Social Housing Units;

- (f) 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 may be arbitrarily withheld, subject to Section 3;
- (g) throughout the Term, any sale of a Social Housing Unit in contravention of the covenant in Section 2(e) and (k), and any subdivision in contravention of Section 2(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; and
- (h) it will insure, or cause to be insured, the Building, the Social Housing Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Social Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (j) throughout the Term the Social Housing Units will only be managed and operated by a not-for-profit organization experienced in the management and operation of affordable housing units and their tenants, or by a government organization;
- (k) prior to any sale of the Social Housing Units, the Owner will demonstrate, to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, that legal and beneficial title to all of the Social Housing Units will be transferred to a single registered non-profit operator at an agreed upon per unit price which will enable that non-profit operator to finance the ownership, management and operation of the Social Housing Units as contemplated by this Agreement, notwithstanding that the tenant contribution towards rent can be no more than the applicable shelter component of Income Assistance; and
- (l) throughout the Term the Social Housing Units shall only be used to provide housing for senior citizens, handicapped persons or individuals or families of low income.

3. Subdivision of the Building. Notwithstanding Section 2(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of a strata plan, provided that all the Social Housing Units are contained within a single strata lot (the "Social Housing Units Strata Lot") or air space parcel (the "Social Housing Units ASP"); and
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Building, the Owner may apply to the City for a partial discharge of this Agreement with respect to any strata lot other than the Social Housing Units Strata Lot, or any parcel other than the Social Housing Units ASP, as applicable, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other strata lot(s) or parcel(s), respectively; 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, or in respect of the Social Housing Units Strata Lot or the Social Housing Units ASP, as applicable, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

4. 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) the Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and

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

5. Record Keeping. The Owner will keep accurate records pertaining to the use and occupancy of the 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.

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

7. Release. The Owner hereby releases 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 and those for whom it is responsible in law, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This release will survive release or discharge of the Section 219 Covenant given hereby.

8. Indemnity. The Owner hereby agrees to indemnify and save harmless, the City and all City Personnel for and from any Losses suffered, incurred or experienced by 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: City Clerk  
With concurrent copies to the Managing Director of Social Development and  
the Director of Legal Services

(b) If to the Owner:

Epix Alexander GP Inc.  
1790 Bentall One Tower  
505 Burrard Street, Box 91  
Vancouver, British Columbia  
V7X 1M6

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 to Section 3.

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* 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 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.

16. Priority of Registration. 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 the 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.

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

- (a) it has the full power, authority, directions and instructions to enter into this Agreement on behalf of, and to thereby bind to strictly comply with the terms and conditions hereof, the beneficial owner of the Lands, Epix (Alexander Street) Limited Partnership;
- (b) 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;
- (c) 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;
- (d) 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

- (e) 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.

19. 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.

20. Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) 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. 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 fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.



- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

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 CA3333363 and the Assignment of Rents registered under number CA3333364;
- (b) "Existing Chargeholder" means DESIGN MORTGAGE CORPORATION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT