Debenture By-law Re: Lane Lighting

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

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

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$2,736.48, for certain local improvement lane lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements

#### **PREAMBLE**

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 24, 2014, describing and designating the Works as number 1 to 4 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

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

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

The City has completed construction of the Works.

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

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$2,736.48, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

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

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$2,736.48, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$220,426,072,036.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$772,904,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

- 1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$2,736.48, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
- 2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 25, 2014 and on June 25 of each year, after that during the term of the Debentures.
- 3. The Debentures will be fully-registered debentures without coupons.
- 4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
- 5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 25, 2014", and will be payable in each of the years 2014 to 2018, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
- 6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

- 7. Council hereby imposes, in each of the years 2014 to 2018, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.
- 8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2014 to 2018, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.
- 9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.
- 10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.
- 11. The schedules attached to this By-law form part of this By-law.
- 12. References in this By-law to money are to lawful currency of Canada.
- 13. This By-law is to come into force and take effect on the date of its enactment.

, 201	day of	ACTED by Council this	ENACTED b
N			
Mayo			
City Cler			

#### CANADA

#### PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

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

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the day of, the sum of Dollars (\$ ) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 25<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2014, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

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

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

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

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 25<sup>th</sup> day of June, 2014.

 Mayor
Authorized Signing Officer

DATE OF REGISTRATION	NAME AND ADDRESS OF REGISTERED OWNER	SIGNATURE OF TREASURER	
			· · · · · · · · · · · · · · · · · · ·

BY-LAW		STREET LIGHTING	6.000%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	TOTAL ANNUAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
2014	\$2,736.48	\$612.86	0	\$612.86
2015	\$2,123.62	\$612.86	\$127.42	\$485.44
2016	\$1,638.18	\$612.86	\$98.29	\$514.57
2017	\$1,123.61	\$612.86	\$67.42	\$545.44
2018	\$578.17	\$612.86	\$34.69	\$578.17
		\$3064.30	\$327.82	\$2736.48

Debenture By-law Re: Street Work

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

BY-LAW NO.

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$87,946.44, for certain local improvement street work projects, including pavement, curbs, trees and bulges, and for imposing an annual special rate on real property specially benefited by such local improvements

#### **PREAMBLE**

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

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 24, 2014, describing and designating the Works as numbers 1 to 4 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

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

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

The City has completed construction of the Works.

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

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$87,946.44, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

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

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$87,946.44, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$220,426,072,036.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$772,904,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

- 1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$87,946.44, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
- 2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 25, 2014 and on June 25 of each year, after that during the term of the Debentures.
- 3. The Debentures will be fully-registered Debentures without coupons.
- 4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
- 5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 25, 2014", and will be payable in each of the years 2014 to 2028, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
- 6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

- 7. Council hereby imposes in each of the years 2014 to 2028, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.
- 8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2014 to 2028, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.
- 9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.
- 10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.
- 11. The schedules attached to this By-law form part of this By-law.
- 12. References in this By-law to money are to lawful currency of Canada.
- 13. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this	day of	, 2014
	<u>-</u>	Mayor
	· —	City Clerk

#### **CANADA**

#### PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

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

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the day of ,

the sum of Dollars (\$ ) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 25<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2014, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

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

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

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

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 25<sup>th</sup> day of June, 2014.

Mayo
Authorized Signing Office

DATE OF REGISTRATION	NAME AND ADDRESS OF REGISTERED OWNER	SIGNATURE OF TREASURER
·		· · · · · · · · · · · · · · · · · · ·

BY-LAW	STR	EET WORK	6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	TOTAL ANNUAL PAYMENT	INTEREST PAYMENT	PRINCIPAL PAYMENT
2014	\$87,946.44	\$8,542.65	0	\$8,542.65
2015	\$79,403.79	\$8,542.65	\$4,764.23	\$3,778.42
2016	\$75,625.37	\$8,542.65	\$4,537.52	\$4,005.13
2017	\$71,620.24	\$8,542.65	\$4,297.21	\$4,245.44
2018	\$67,374.81	\$8,542.65	\$4,042.49	\$4,500.16
2019	\$62,874.64	\$8,542.65	\$3,772.48	\$4,770.17
2020	\$58,104.47	\$8,542.65	\$3,486.27	\$5,056.38
2021	\$53,048.09	\$8,542.65	\$3,182.89	\$5,359.76
2022	\$47,688.33	\$8,542.65	\$2,861.30	\$5,681.35
2023	\$42,006.98	\$8,542.65	\$2,520.42	\$6,022.23
2024	\$35,984.75	\$8,542.65	\$2,159.08	\$6,383.56
2025	\$29,601.18	\$8,542.65	\$1,776.07	\$6,766.58
2026	\$22,834.60	\$8,542.65	\$1,370.08	\$7,172.57
2027	\$15,662.03	\$8,542.65	\$939.72	\$7,602.93
2028	\$8,059.10	\$8,542.65	\$483.55	\$8,059.10
		\$128,139.75	\$40,193.31	\$87,946.43

A By-law to amend the Zoning and Development By-law Re: Miscellaneous amendments to Regulations and to various Districts Schedules

After the public hearing on June 3, 2014, Council resolved to amend the Zoning and Development By-law regarding miscellaneous amendments to Regulations and to various Districts Schedules. The Director of Planning has advised that enactment of the attached By-law will implement Council's resolution.

Miscellaneous Amendments to Zoning & Development By-law regulations and to various district schedules

A By-law to amend
Zoning and Development By-law No. 3575
Regarding Regulations and Districts Schedules

BY-LAW NO.

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

#### **Zoning District Plan Amendment**

- 1. This By-law amends the indicated provisions of By-law No. 3575.
- 2. In section 2, under "Retail Uses", Council strikes out the definition of "Farmers' Market" and substitutes:

"Farmers' Market, means an open air or fully or partly covered market, for the sale directly by the producers or by their representatives who are involved in production, of local fresh, dried or frozen fruit and vegetables, local dried or frozen meat and seafood, local eggs, local dairy products, local plants, local prepared foods, local ready-to-eat foods and local artisan crafts."

- 3. In section 3, Council:
  - (a) re-numbers section 3.2.8 as section 3.2.9; and
  - (b) inserts, after section 3.2.7:
    - "3.2.8 The Director of Planning must relax the provisions in regards to minimum site width in the RS-1, RS-5, and RS-6 district schedules to permit the construction of a one-family dwelling on an existing lot which is on record in the Land Title Office as of June 24, 2014 if the use was previously approved under issued development or building permits."
- 4. In section 11, Council strikes out section 11.21.4 and substitutes:
  - "11.21.4 A vendor at a Farmers' Market must only sell local fresh, dried or frozen fruit and vegetables, local dried or frozen meat and seafood, local eggs, local dairy products, local plants, local prepared foods, local ready-to-eat foods and local artisan crafts."

- 5. In section 3.2.C of the IC-1 and IC-2 districts schedule, in the appropriate alphabetical order, Council adds:
  - Parks and Playground"

"

- 6. Council strikes out section 4.7.1 (c) of the M-2 district schedule and substitutes:
  - "(c) the floor area in general office use shall not exceed 235 m² or 25 percent of the total gross floor area of all principal and accessory uses combined, whichever is greater;"
- 7. In section 4.7.3 (a) of the MC-1 and MC-2, M-1, M-1A, M-1B, M-2, IC-1 and IC-2, IC-3, I-1, I-2, I-3, C-1, C-2, C-2B, C-2C, C-3A, C-5 and C-6, C-7 and C-8, and FC-1 district schedules, Council strikes out the words "or sundecks".
- 8. Council strikes out section 4.7.3 (b) of the MC-1 and MC-2, IC-1 and IC-2, IC-3, I-1, I-2 and I-3 district schedules and substitutes:
  - "(b) roof decks if the Director of Planning first considers:
    - (a) the design of landscape treatments;
    - (b) the effect on privacy and overlook; and
    - (c) all applicable Council policies and guidelines."
- 9. In section 4.7.3 of the M-1, M-2, M-1A and M-1B district schedules, Council:
  - (a) renames paragraphs (b), (c), (d), (e) and (f) as (c), (d), (e), (f) and (g) respectively; and
  - (b) after paragraph (a) inserts:
    - "(b) roof decks, if the Director of Planning first considers:
      - (a) the design of landscape treatments;
      - (b) the effect on privacy and overlook; and
      - (c) all applicable Council policies and guidelines."
- 10. Council strikes out section 4.7.5 of the C-3A district schedule and substitutes:
  - "4.7.5 The Development Permit Board may increase the allowable floor space ratio by a maximum of 10 percent where the increase results from a transfer of heritage density.

For the purposes of this section "heritage density" means density provided as compensation for a heritage designation, which is transferred from the site of the designated heritage property to another site in accordance with Council's Transfer of Density Policy and Procedure."

- 11. Council strikes out section 4.7.5 of the C-5, C-5A and C-6 districts schedule and substitutes:
  - "4.7.5 The Development Permit Board may increase the allowable floor space ratio by a maximum of 10 percent where the increase results from a transfer of heritage density, except that this increase shall not apply to a hotel where the floor area has already been increased pursuant to section 4.7.1.2.

For the purposes of this section "heritage density" means density provided as compensation for a heritage designation, which is transferred from the site of the designated heritage property to another site in accordance with Council's Transfer of Density Policy and Procedure."

#### Severability

12. 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

ENACTED by Council this	day of		, 2014
		***************************************	
			Mayor
		· · · · · · · · · · · · · · · · · · ·	City Clerk

# Street and Traffic By-law amending By-law Re: Miscellaneous amendments

On May 27, 2014 Council approved amendments to the Street and Traffic By-law regarding amendments related to parking and other miscellaneous matters. Enactment of these provisions will comply with that approval.

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

A By-law to amend
Street and Traffic By-law No. 2849
Regarding Miscellaneous Issues

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

- 1. This by-law amends the indicated provisions of By-law No. 2849.
- 2. Council strikes the current section 17.2 (j) and replaces it with the following:
  - "(j) on any portion of street indicated by a sign or other marker as reserved for one or more class of vehicle, except for vehicles of that class."
- 3. Council strikes the current section 19.1 (f), and replaces it with the following:
  - "(f) within a rectangular area extending:
    - (i) 0.5 metres along the lane from either edge of a door, gate or opening in a wall or other barrier that permits pedestrian access between public and private property; and
    - (ii) 3 metres into the lane from the front of either edge of a door, gate or opening in a wall or other barrier that permits pedestrian access between public and private property;"
- 4. Council strikes the current section 23.2 and replaces it with the following:
  - "23.2 The City Engineer may:
    - (a) issue any permit required under section 23;
    - (b) determine the form of permit; and
    - (c) impose conditions related to the area and period for which the permit is valid, how the permit shall be displayed and such other safety concerns as may be warranted."
- 5. Council strikes the current section 23.3 and replaces it with the following:
  - "23.3 No holder of a permit issued under section 23 authorizing parking in an area specified in the permit may cause or allow the permit to be:
    - (a) altered, copied, sold, assigned or otherwise transferred;
    - (b) placed on a vehicle other than the vehicle for which the permit was issued; or

- (c) used or displayed in contravention of the conditions of the permit."
- 6. Council inserts as a new section 23.3A, the following:
  - "23.3A No person may:
    - (a) possess or display on a vehicle a copy of a permit issued under section 23;
    - (b) display a permit on a vehicle other than the vehicle for which it was issued; or
    - (c) display a permit on a vehicle after the person is no longer eligible to hold the permit."
- 7. Council inserts as a new section 23.3B, the following:
  - "23.3B No person may provide false information on an application for a permit issued under section 23."
- 8. Council inserts as a new section 23.3C, the following:
  - "23.3C Any person who provides false information on an application for a permit under section 23 may not apply for another permit for a period of 6 months."
- 9. Council inserts as a new section 23.8, the following:
  - "23.8 The City Engineer may issue:
    - (a) a one-week permit for a vehicle operated by a visitor to an area subject to residential parking permits for a fee of \$10;
    - (b) a daily permit for a vehicle operated by a tradesperson, working in an area subject to residential parking permits for a fee of \$5."
- 10. Council strikes "Chief Constable" from section 82 and replaces it with "City Engineer".
- 11. In section 85A:
  - (a) Council strikes the word "or" from the end of section 85A (d);
  - (b) Council strikes the "." at the end of section 85A (e) and replaces it with ";";
  - (c) Council adds as sections 85A (f) and (g), the following:
    - " (f) installing such other devices or fixtures as are authorized by an agreement with the City; or
      - (g) attaching a bicycle, by way of a locking device, to a bike rack."

<ol><li>Council strikes the current section 94 (3) and replaces it with</li></ol>	th the following:
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- "(3) A permit issued pursuant to this section may, in addition to any other limitations, prohibit the operation or driving of the vehicle concerned on any through street or transit route or on any street within the downtown during the periods from 7:00 a.m. to 9:30 a.m. and 3:00 p.m. to 6:00 p.m."
- 13. 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.
- 14. This By-law is to come into force and take effect on the date of its enactment.

, 2014	day of	ENACTED by Council this
Mayor		
City Clerk	-	

A By-law to amend Subdivision By-law No. 5208 Re: Social Housing and miscellaneous amendments

At a Regular Council meeting on May 13, 2104, Council resolved to amend the Subdivision By-law No. 5208 to enact a variety of miscellaneous amendments including a revised definition of social housing. Enactment of the attached By-law will implement Council's resolution.

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

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

THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts amendments to By-law No. 5208 follows:

1. In Section 2.1, by striking the definition of "social housing" and replacing it with the following:

" "social housing", means rental housing:

- (a) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
- (b) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the city, the Province of British Columbia, or Canada; and
- (c) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situated has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city, registered against the freehold or leasehold title, with such priority of registration as the city may require;

except that in the HA-2 district; in the area of the FC-1 district located north of National Avenue; in the area of the M-1, I-2, RT-3 and RM-3A districts located north of Venables Street, Malkin Avenue and Prior Street, south of Hastings Street, east of Gore Avenue and west of Clark Drive; in the Downtown-Eastside Oppenheimer district; and in the area of the Downtown district denoted as C2 on Map 1 of the Downtown Official Development Plan; social housing means rental housing:

- (d) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
- (e) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the city, the Province of British Columbia, or Canada; and

- (f) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city, registered against the freehold or leasehold title, with such priority of registration as the city may require."
- 2. In Section 6.2, by striking Section 6.2 and replacing it with the following:
  - "6.2 Every application for approval of a subdivision plan shall include an electronic plan image affixed to a digitally signed Survey Plan Certification form, prepared by a BC Land Surveyor, with the accompanying Application to Deposit form in accordance with Land Title Office electronic filing (E-filing) requirements."
- 3. In Section 9.6, by striking (d) to (f), and replacing them with (d) to (g) as follows:
  - "(d) If the land is being subdivided by an air space subdivision plan under Part 9 of the Land Title Act, or successor section, and one or more proposed air space parcels do not abut a public street, the Approving Officer may, after consultation with the City Engineer, approve such air space subdivision plan, provided that the Approving Officer is of the opinion that necessary and reasonable access can be provided to each air space parcel;
    - (e) that land referred to in By-law No. 4526 and By-law No. 6747;
    - (f) that land designated as sub-area "A" or sub-area "B" on the maps attached to and forming part of Schedule A of this By-law; and
    - (g) land on which the proposed development consists of freehold rowhouses with shared party walls located on proposed common boundaries, except that such parcels must have a minimum width of 16.4 feet (5.0 m) abutting on a street not being a lane."
- 4. In Table 1 of Schedule A, by inserting the following districts and parcel size standards between the M-2 and CD-1 (258) districts.

District		Minimum Parcel Width	Minimum Parcel Area
MC-1	Industrial	40' (12.192 m)	4,800 sq. ft. (445.935 m <sup>2</sup> )
MC-2	Industrial	40' (12.192 m)	4,800 sq. ft. (445.935 m <sup>2</sup> )

5. In Table 2 of Schedule A, by inserting the following districts and parcel size standards between the M-2 and CD-1 (258) districts.

District		Minimum Parcel Width	Minimum Parcel Area	
MC-1	Industrial	25' (7.620 m)	3,000 sq. ft. (278.709 m <sup>2</sup> )	
MC-2	Industrial	25' (7.620 m)	3,000 sq. ft. (278.709 m²)	

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

, 2014	day of			day of	NACTED by Council this	
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Mayor	·	:.				
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City Clerk						

A By-law to amend By-law 9763 Re: 8277 Ontario Street (26 Southwest Marine Drive)

After the public hearing on June 3, 2014, Council resolved to amend By-law No. 9763 (CD-1 (475)) regarding 8277 Ontario Street (26 Southwest Marine Drive). The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached By-law will implement Council's resolution.

pl	BY-LAW NO

#### A By-law to amend CD-1 By-law No. 9763

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

- 1. This By-law amends the indicated provisions of By-law No. 9763.
- 2. In Section 2.2, Council:
  - (a) strikes out subsection (d) and substitutes:
    - "(d) Office Uses, limited to General Office and Health Care Office;"; and
  - (b) in subsection (f) adds, in the appropriate alphabetical order, "Barber Shop or Beauty Salon", "Beauty and Wellness Centre", and "Laundromat or Dry Cleaning Establishment".
- 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

Heritage Designation By-law Re: 1451 Angus Drive

At a public hearing on June 10<sup>th</sup>, 2014, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1451 Angus Drive as protected heritage property. Enactment of the attached By-law will achieve the designation.

oh	BY-LAW N	o	
M			

#### A By-law to designate certain real property as protected heritage property

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

1. Council considers that the real property described as:

> Structure and exterior envelope of the improvements and exterior building materials of the heritage building

1451 Angus Drive Vancouver, B.C.

PID: 011-533-251

LOT 5 BLOCK 50

**DISTRICT LOT 526** 

PLAN 4502

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

- Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the Vancouver Charter.
- 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

#### Authorization to enter into a Heritage Revitalization Agreement Regarding 1451 Angus Drive

After a public hearing held on June 10, 2014, Council resolved to enter into a By-law to authorize an agreement regarding 1451 Angus Drive, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.



A By-law to authorize Council entering into a Heritage Revitalization Agreement with the Owner of Heritage Property

#### PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owner of heritage property, including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 1451 Angus Drive, and the following legal description:

PID: 011-533-251 LOT 5 BLOCK 50 DISTRICT LOT 526 PLAN 4502

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

- 1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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.

, 2014		day of	ENACTED by Council this
Mayor			
City Clerk	,		

	ND TITLE ACT RM C (Section 233) CHARGE NERAL INSTRUMENT - PART 1 Province of British Columbia LOCK PAGE 1 OF 23 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).  Heidi Granger, Solicitor
	City of Vancouver LTO Client number: 10647 453 West 12th Avenue Phone number: 604,829,2001
	Vancouver BC V5Y 1V4 Matter number: 12-1655  Deduct LTSA Fees? Yes ✓
2	PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: [PID] [LEGAL DESCRIPTION]  011-533-251 LOT 5 BLOCK 50 DISTRICT LOT 526 PLAN 4502
	STC? YES Use 30 Parcel Schedule Use 3 Parcel Schedule
3.	NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Use Schedule SEE SCHEDULE
4.	TERMS: Part 2 of this instrument consists of (select one only)  (a) Filed Standard Charge Terms D.F. No.  (b) Express Charge Terms Annexed as Part 2  A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.
5.	TRANSFEROR(S):  SEE SCHEDULE  Use Schedule:
5.	TRANSFEREE(S): (including postal address(es) and postal code(s))  Use Schedule
	CITY OF VANCOUVER
	A MUNICIPAL CORPORATION
	A STATE OF THE STA
	453 WEST 12TH AVENUE
	VANCOUVER BRITISH COLUMBIA
:	VANCOUVER BRITISH COLUMBIA  V5Y 1V4 CANADA Joint Tenants?
7.	VANCOUVER  V5Y 1V4  CANADA  Joint Tenants?  ADDITIONAL OR MODIFIED TERMS:  N/A  Use Schedule
	VANCOUVER  V5Y 1V4  CANADA  Joint Tenants?  ADDITIONAL OR MODIFIED TERMS:  N/A  Use Schedule
	VANCOUVER  V5Y 1V4  CANADA  Joint Tenants?  ADDITIONAL OR MODIFIED TERMS:  N/A  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)  Y M D  Transferor(s) Signature(s)
8,	VANCOUVER  V5Y 1V4  CANADA  Joint Tenants?  ADDITIONAL OR MODIFIED TERMS:  N/A  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  Transferor(s) Signature(s)

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 More Signatures

LAND TITLE ACT FORM D

Officer Signature(s)		Execution Date Y M D		Transferor / Borrower / Party Signature(s)	
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OFFICER CERTIFICATION:
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of this instrument.

LAND TITLE ACT FORM D

EXECUTIONS CONTINUED		·	PAGE 3 of 23 pages
Officer Signature(s)	Exc	cution Date	Transferor / Borrower / Party Signature(s)
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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

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# LAND TITLE ACT FORM D

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# LAND TITLE ACT FORM D

EXECUTIONS CONTINUED				PAGE 6 of 23 pages
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OFFICER CERTIFICATION:

More Signatures

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

LAND TITLE ACT FORM E

SCHEDULE PAGE OF 23 PAGES CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST Covenant Article 2 CHARGE NO. NATURE OF INTEREST ADDITIONAL INFORMATION **Priority Agreement** Priority Agreement granting the above Section 219 Covenant priority over Mortgage CA1821546, Mortgage CA3346635 and Mortgage CA3684211 Pages 21 to 23 ADDITIONAL INFORMATION NATURE OF INTEREST. CHARGE NO. Statutory Right of Way Article 4 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Priority Agreement granting the above Statutory Right of Way priority over Mortgage CA1821546, Mortgage CA3346635 and Mortgage CA3684211 **Priority Agreement** Pages 21 to 23 CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST **Equitable Charge** Article 6 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Priority Agreement granting the above Equitable Charge priority over Mortgage CA1821546, Mortgage CA3646635 and Mortgage CA3684211 **Priority Agreement** 

Pages 21 to 23

More Pages

FORM\_E\_V19

LAND TITLE ACT FORM E

SCHEDULE

PAGE 8 OF 23 PAGES

Enter the required information in the same order as the information must appear on the Freehold Transfer form, Mortgage form, or General Instrument form.

XUE LAN XU and CHUAN SHENG LIU, as Joint Tenants CANADIAN IMPERIAL BANK OF COMMERCE, as to Priority XIAO MEI PENG, as to Priority ZHONGMIN ZHANG, as to Priority

More Pages

#### **TERMS OF INSTRUMENT - PART 2**

#### HERITAGE REVITALIZATION AGREEMENT

#### WHEREAS:

- A. The Owner (as defined herein) is the registered owner of the parcel of land at 1451 Angus.

  Drive in the City of Vancouver (the "Lands") which has the legal description shown in the Form C Part 1 part of this document.
- B. There is a building situated on the Lands, known as the "Reifel Residence", which is considered to be of heritage value and is listed on the City's Heritage Register in the "B" category (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
  - (i) rehabilitating the Heritage Building;
  - (ii) constructing additions to the west and east sides and rear of the Heritage Building totalling an additional 4,180 square feet; and
  - (iii) replacing the existing garage with a new four car garage with a total area of approximately 730 square feet,

and under development permit application No. DE415755 (the "DP Application") has applied to the City for a development permit for that purpose.

D. The Owner proposes that, in exchange for minor variations to City of Vancouver ("City") Zoning By-law (as it applies to the Lands) needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement in respect of the Heritage Building and accept the designation of the Heritage Building as a protected heritage property under the provisions of the Vancouver Charter SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1 DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

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- (a) "City" means the municipality of the City of Vancouver continued under the Vancouver Charter and "City of Vancouver" means its geographic location and area;
- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (c) "Development" means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Building and construct on the Lands pursuant to the DP Application additions to the west and east sides and rear of the Heritage Building and replace the existing garage;
- (d) "Development Permit" means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (e) "Director of Planning" means City's Director of Planning appointed under the provisions of the Vancouver Charter;
- (f) "DP Application" has the meaning given above in the introductory paragraphs hereto;
- (g) "Dwelling Unit" has the meaning given under the City's Zoning & Development Bylaw No. 3575;
- (h) "Heritage Building" has the meaning given above in the introductory paragraphs herein;
- "Heritage Consultant" means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- "Heritage Designation" means the City's designation of the Heritage Building as a protected heritage property pursuant to section 593 of the Vancouver Charter;
- (k) "Lands" has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c.250;
- (m) "New Building" means the building to replace the existing garage contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;

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- (n) "Owner" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the Strata Property Act of British Columbia, then "Owner" includes the strata corporation thereby created;
- (o) "rehabilitate" and "rehabilitation" mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (p) "Rehabilitation Work" has the meaning given below herein;
- (q) "Vancouver Charter" means the Vancouver Charter, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof; and
- (r) "Zoning By-law" means that zoning by-law known as the First Shaughnessy Official Development Plan adopted by By-law No. 5546 and any amendments thereto and replacements thereof.

# ARTICLE 2 SECTION 219 COVENANT REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

- 2.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:
  - (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
    - (i) within twenty-four (24) months after the registration of this agreement in the Land Title Office plus any additional time by which the date of expiry of the Development Permit may be extended under the provisions of the City's Zoning and Development By-law No. 3575, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
    - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
    - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and

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- (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan:
- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building or any part thereof it at any time after this agreement is registered on title to the Lands, until:
  - (i) the Rehabilitation Work has been completed in accordance herewith:
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at anytime any occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either the Heritage Building or the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the New Building and the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;

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- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or elsewhere in the perimeter of the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner bona fide believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the Commercial Arbitration Act RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;
- (i) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has

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received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

# ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City, in its discretion and subject to the approval of the Director of Planning and the City's Director of Legal Services, may issue occupancy permits therefor and on that basis it may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
  - the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
  - this agreement has been fully registered in the Land Title Office to the City's satisfaction;
  - the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
  - (d) all legal requirements for occupancy of the New Building or the Heritage Building have been fulfilled;
  - (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
  - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Building and/or the Lands; and
  - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

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- All letters of credit required under this Article will be issued by a Schedule I Canadian 3.2 chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- The City may call upon the letter or letters of credit provided to it pursuant to the 3.3 preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
  - the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
  - the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
  - the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
  - the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- Within a reasonable time of the Owner's request after completion of the Rehabilitation 3.4 Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

#### **ARTICLE 4** STATUTORY RIGHT OF WAY

- Pursuant to Section 218 of the Land Title Act, the Owner hereby grants to the City, 4:1 effective at all times from and after the date upon which the City issues the Development. Permit, a statutory right of way to enter, be and move about on the Lands:
  - to install, maintain, repair and replace on the exterior of the Heritage Building or (a) at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a triangular heritage marker or interpretive plaque; and
  - in the event the Owner, in the City's opinion, is in default of any of its obligations (b) under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- The statutory right of way granted in the preceding paragraph is necessary for the 4.2 operation and maintenance of the City's undertaking.

Heritage Revitalization Agreement - Reifel Residence

1451 Angus Drive

#163140v4

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

# ARTICLE 5 DEBTS OWED TO CITY

- 5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:
  - (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
  - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

# ARTICLE 6 EQUITABLE CHARGE

- 6.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.
- 6.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

# ARTICLE 7 BY-LAW VARIATIONS

- 7.1 The *Zoning By-law* is hereby varied as follows for the Lands (nothing in this agreement varies such by-law as it applies to other property), for purposes of the Development:
  - (a) Section 4.1.1 is varied to allow the Heritage Building and the New Building a combined floor space area of 13,380 square feet (0.47 floor space ratio);
  - (b) Section 4.2.1 is varied to allow the Heritage Building to have up to three storeys and a height of up to 12.3 metres (40.2 feet).

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### ARTICLE 8 SUBDIVISION

- 8.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the Land Title Act or under the Strata Property Act or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
  - (a) subject to Section 8.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
  - (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and equitable charge contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 8.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
  - the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
  - (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
  - (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

8.3 Should the Lands be subdivided pursuant to the Land Title Act to create a parcel in which only the New Building is located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing the New Building the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing the New Building.

Heritage Revitalization Agreement - Reifel Residence 1451 Angus Drive

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### ARTICLE 9 NOTICES

- 9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:
  - if to the Owner, to the Owner's address as shown in the Land Title Office records;
     and
  - (b) if to the City:

City of Vancouver 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y IV4

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3<sup>rd</sup>) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

#### ARTICLE 10 GENERAL

- 10.1 Joint and Several Liability. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.4 Waiver. 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

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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.

- Time of Essence. Time will be of the essence in respect of this agreement.
- Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice
- 10,10 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 therein.
- 10.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

Heritage Revitalization Agreement - Reifel Residence 1451 Angus Drive

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

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#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA1821546;
- (b) "Existing Chargeholder" means the CANADIAN IMPERIAL BANK OF COMMERCE;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they 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,...

Heritage Revitalization Agreement - Reifel Residence 1451 Angus Drive

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#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3346635;
- (b) "Existing Chargeholder" means XIAO MEI PENG;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they 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.

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#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3684211;
- (b) "Existing Chargeholder" means ZHONGMIN ZHANG;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they 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** 

Heritage Revitalization Agreement - Reifel Residence 1451 Angus Drive

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#### **EXPLANATION**

Heritage Designation By-law Re: 2820 West 41<sup>st</sup> Avenue

At a public hearing on June 10<sup>th</sup> and 11<sup>th</sup>, 2014, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 2820 West 41<sup>st</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services June 24, 2014 2820 West 41<sup>st</sup> Avenue Dorothy M. and Dorothy S. Residences

BY-LAW NO.

A By-law to designate certain real property as protected heritage property

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

1. Council considers that portions of the existing facades of the real property described as:

Structure and exterior envelope of the improvements and exterior building materials of two heritage buildings 2820 West 41<sup>st</sup> Avenue Vancouver, B.C.

PID: 014-361-043 AMENDED LOT C (SEE 281811L) BLOCK 6 DISTRICT LOT 321 PLAN 1730

have heritage value or heritage character, and that designation of those portions of the existing facades as protected heritage property is necessary or desirable for their conservation.

- 2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.
- 3. This By-law is to come into force and take effect on the date of its enactment.

, 2014	day of	ENACTED by Council this
Mayor		
City Clerk		

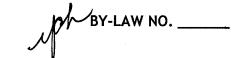
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#### Authorization to enter into a Heritage Revitalization Agreement Regarding 2820 West 41<sup>st</sup> Avenue

**EXPLANATION** 

After a public hearing held on June 10<sup>th</sup> and 11th, 2014, Council resolved to enter into a By-law to authorize an agreement regarding 2820 West 41<sup>st</sup> Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services June 24, 2014 2820 West 41<sup>st</sup> Avenue Dorothy M. and Dorothy S. Residences



A By-law to authorize Council entering into a Heritage Revitalization Agreement with the Owner of Heritage Property

#### **PREAMBLE**

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owner of heritage property, including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 2820 West 41<sup>st</sup> Avenue, and the following legal description:

PID: 014-361-043 AMENDED LOT C (SEE 281811L) BLOCK 6 DISTRICT LOT 321 PLAN 1730

contains two heritage buildings.

Council is of the opinion that the buildings have sufficient heritage value to justify their conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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		

FO	ND TITLE ACT RM C (Section 233) CHARGE NERAL INSTRUMENT - PART 1 F	rovince of British Columbia	. Loc	К	PAGE	1 of 15 pages
	Your electronic signature is a represe Land Title Act, RSBC 1996 c.250, ar in accordance with Section 168.3, ar your possession.	d that you have applied your el	ectronic signature	9		
1.	APPLICATION: (Name, address, ph Heidi Granger, Solicitor City of Vancouver 453 West 12th Avenue Vancouver	one number of applicant, applicant	L F	TO Client number:	604.829.200 14-0540	01 LTSA Fees? Yes 🗸
2.	044 004 040	DESCRIPTION OF LAND: LEGAL DESCRIPTION]  D. LOT C (SEE 28181	1L) BLOCK	C 6 DISTRICT	LOT 321 P	
3.	NATURE OF INTEREST SEE SCHEDULE	CH	ARGE NO.	ADDITIONAL INFO	ORMATION	Use Schedule
4.	TERMS: Part 2 of this instrument coi (a) Filed Standard Charge Terms I A selection of (a) includes any addition	D.F. No.	(b) Expres	ss Charge Terms Ann	exed as Part 2	···-
5.	TRANSFEROR(S): 2 DOROTHIES HOLDING					Use Schedule
6.	TRANSFEREE(S): (including postal CITY OF VANCOUVER A MUNICIPAL CORPORA 453 WEST 12TH AVENUI VANCOUVER	ATION	RITISH COL	UMBIA		Use Schedulg
7.	ADDITIONAL OR MODIFIED TERM		ANADA	manujujuma kasa a jas		Joint Tenants?
8.	N/A  EXECUTION(S): This instrument cre the Transferor(s) and every other signs charge terms, if any.  Officer Signature(s)	tory agree to be bound by this is	, discharges or genstrument, and accution Date  M D	ovems the priority of oknowledge(s) receipt Transferor(s) Si 2 DOROTHI by its author Name:	of a true copy of gnature(s) ES HOLDII	f the filed standard
Ope	(as to both signatures)			Name:		<del></del> .

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

	PAGE 2	Cl 10	pages
feror / Borrower / Party	Signature(s)		

EXECUTIONS CONTINUED	PAGE 2 of 15 pages		
Officer Signature(s)		ecution Date M D	Transferor / Borrower / Party Signature(s)
	Y	M   D	OLD COE VANCOUNED
			CITY OF VANCOUVER by its authorized signatory:
	14		by its authorized signatory.
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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. instrument.

LAND TITLE ACT FORM E

SCHEDULE PAGE 3 OF 15 PAGES NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Covenant Article 2 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION Statutory Right of Way Article 4 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION **Equitable Charge** Article 6 NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

#### **TERMS OF INSTRUMENT - PART 2**

#### HERITAGE REVITALIZATION AGREEMENT

#### WHEREAS:

- A. The Owner (as herein defined) is the registered owner of the parcel of land at 2820 West 41<sup>st</sup> Avenue in the City of Vancouver (the "Lands") which has the legal description shown in the Form C Part 1 part of this document.
- B. There are two buildings situated on the Lands, known as the "Dorothy M. and Dorothy S. Residences", which are both considered to be of heritage value (the "Heritage Buildings") and are currently listed on the City's Heritage Register in the 'B' evaluation category therein.
- C. The Owner wishes to develop the Lands by:
  - (i) dedicating portions of the Lands for road and laneway purposes;
  - restoring and rehabilitating the Heritage Buildings on the Lands and converting each of the Heritage Buildings into a Multiple Conversion Dwelling comprised of two Dwelling Units;
  - (iii) constructing on the Lands two new Infill Two-Family Dwellings; and
  - (iv) constructing on the rear of the Lands several parking/storage structures,

and under development permit application No. DE417732 (the "DP Application") has applied to the City for a development permit for that purpose.

D. The Owner proposes that, in exchange for a number of variations to the City of Vancouver ("City") Zoning & Development By-law needed for the proposed development as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement in respect of the Lands and accept the designation of the Lands as protected heritage properties under the provisions of the Vancouver Charter.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

## ARTICLE 1 DEFINITIONS

- 1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
  - (a) "City" means the municipality of the City of Vancouver continued under the Vancouver Charter and "City of Vancouver" means its geographic location and area;

Heritage Revitalization Agreement - Dorothy M. and Dorothy S. Residences 2820 West 41st Avenue

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- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City, acting reasonably, for the rehabilitation and conservation of the Heritage Buildings as provided for hereunder;
- (v) "Development" means the proposed development project as described above in the introductory paragraphs hereto to dedicate portions of the Lands for road and laneway purposes, restore and rehabilitate the Heritage Buildings on the Lands, convert each of the Heritage Buildings into a Multiple Conversion Dwelling comprised of two Dwelling Units, construct on the Lands two new Infill Two-Family Dwellings and construct on the rear of the Lands several parking/storage structures pursuant to the DP Application;
- (c) "Development Permit" means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (d) "Director of Planning" means City's Director of Planning appointed under the provisions of the Vancouver Charter;
- (e) "DP Application" has the meaning given above in the introductory paragraphs hereto;
- (f) "Dwelling Unit" has the meaning given under the Zoning & Development By-law;
- (g) "Heritage Buildings" has the meaning given above in the introductory paragraphs herein;
- (h) "Heritage Consultant" means an independent heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- "Heritage Designation" means the City's designation of the Heritage Buildings as protected heritage properties pursuant to section 593 of the Vancouver Charter;
- (j) "Infill One-Family Dwelling" and "Infill Two-Family Dwelling" have the meaning given under the Zoning & Development By-law;
- (k) "Lands" has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided, except those portions of the Lands to be dedicated for road and laneway purposes;
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c.250;
- (m) "Multiple Conversion Dwelling" has the meaning given under the Zoning & Development By-law;

- (n) "New Buildings" means the two new Infill Two-Family Dwellings and the parking/storage structures contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (o) "Owner" means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the Strata Property Act of British Columbia, then "Owner" includes the strata corporation thereby created;
- (p) "rehabilitate" and "rehabilitation" mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (q) "Rehabilitation Work" has the meaning given below herein;
- "Subdivision By-law" means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (s) "Vancouver Charter" means the Vancouver Charter, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (t) "Zoning & Development By-law" means the City's Zoning & Development By-law
  No. 3575 and any amendments thereto and replacements thereof.

# ARTICLE 2 SECTION 219 COVENANT REHABILITATION AND CONSERVATION OF HERITAGE BUILDINGS

- 2.1 Pursuant to Section 219 of the Land Title Act, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:
  - (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
    - (j) within twenty-four (24) months after the date upon which the Development Permit is issued or any other agreed upon effective date, plus any additional time by which the date of expiry of the Development Permit or other effective date may be extended under the provisions of the Zoning Development By-law, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate and restore or cause the rehabilitation and restoration of the Heritage Buildings and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
    - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;

- (iii) shall make best efforts to ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Buildings are secure from vandalism and occupation by squatters; and
- (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way occupy either of the Heritage Buildings or the New Buildings or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either of the Heritage Buildings or the New Buildings may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either of the Heritage Buildings or the New Buildings or any part thereof at any time after this agreement is registered on title to the Lands, until:
  - (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith which notice or confirmation will not be unreasonably withheld or delayed;
- (c) the City may revoke at anytime any occupancy permit(s) issued for either of the Heritage Buildings or the New Buildings prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it as soon as reasonably possible on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of either of the Heritage Buildings or the New Buildings in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that either of the Heritage Buildings or the New Buildings, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Buildings as rehabilitated and, in any event, keep them in good condition in all respects at all times or, should the heritage buildings suffer any damage, shall promptly remedy such damage so that the heritage buildings are promptly returned to good condition;

- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the New Buildings and the Heritage Buildings insured to their full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of either of the Heritage Buildings in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Lands or either of the Heritage Buildings pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason either of the Heritage Buildings are damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner bona fide believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Buildings, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building or Heritage Buildings, as the case may be, failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the Arbitration Act RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building or Heritage Buildings, as the case may be, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building or Heritage Buildings, as the case may be, and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled:
- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Buildings and fails to rectify any such default within thirty (30) days, or within such other longer time as may be reasonably necessary to rectify the default and the City may explicitly permit, after notice from the City to so rectify

- such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the Vancouver Charter have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

## ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Buildings and the New Buildings, the City, in its discretion, may issue occupancy permits therefor and, on that basis, any of them may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
  - the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
  - this agreement has been fully registered in the Land Title Office to the City's satisfaction;
  - the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
  - (d) all legal requirements for occupancy of the New Buildings or the Heritage Buildings have been fulfilled;
  - (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
  - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Buildings, the New Buildings and/or the Lands; and

- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.
- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
  - the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
  - the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
  - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
  - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

### ARTICLE 4 STATUTORY RIGHT OF WAY

- 4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:
  - (a) to install, maintain, repair and replace on the exterior of either or both of the Heritage Buildings or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
  - (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Buildings, to carry out any such obligations of the Owner hereunder as the City may choose.
- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

### ARTICLE 5 DEBTS OWED TO CITY

- 5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Buildings:
  - (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
  - (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Buildings, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

## ARTICLE 6 EQUITABLE CHARGE

- 6.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.
- 6.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

### ARTICLE 7 BY-LAW VARIATIONS

- 7.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
  - (a) Section 10.1 regarding the number of buildings on the property shall not apply;
  - (b) Section 10.7.1(a) is varied so that the Director of Planning may permit steps in any side yard;
  - (c) Section 10.7.1(b) is varied so that the Director of Planning may permit eaves, gutters, sills and chimneys or other similar projections to project into any required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application; and

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Heritage Revitalization Agreement - Dorothy M. and Dorothy S. Residences 2820 West 41st Avenue

- (d) Sections 10.15.1 and 10.15.3 are varied to permit the Director of Planning to allow living accommodation to be located below finished grade which does not comply with the conditions for below-grade living accommodation set out in Section 10.15.1 and 10.15.3.
- 7.2 The RS-5 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
  - (a) Section 2.2.A(a) is varied so that the Director of Planning may allow an accessory building other than as provided for in Section 2.2.A;
  - Section 2.2.DW is varied to permit Multiple Conversion Dwellings to be constructed on the Lands;
  - (c) Section 3.2.1.DW is varied to permit Infill One-Family Dwellings and Infill Two-Family Dwellings to be constructed on the Lands and is further varied so that sections (a), (b) and (c) of Section 3.2.1.DW do not apply;
  - (d) Section 4.4.1 is varied to allow the existing front yard of 3.5 metres (11.7 feet) measured to the established building line to be provided;
  - (e) Section 4.5.1 is varied to allow a side yard with a minimum width of 1.2 metres (3.96 feet) to be provided;
  - (f) Section 4.6.1 is varied so that it does not apply, such that a rear yard is not required;
  - (g) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 1.02 (approximately 14,513 square feet) based on the area of the site prior to any dedications taken as conditions of the issuance of the DP Application, and is further varied so that sections (a) to (e) of Section 4.7.1, inclusive, shall not apply;
  - (h) Section 4.8 is varied such that it shall not apply, provided the Director of Planning is satisfied with the coverage of all buildings on the site and the degree of impermeability as otherwise provided for in Section 4.8 is adequate;
  - Section 4.16 regarding maximum building depth is varied so that it shall not apply;
     and
  - (j) Section 4.17 regarding design provisions for entrance doors and other elements is varied so that it shall not apply.

### ARTICLE 8 SUBDIVISION

8.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the Land Title Act or under the Strata Property Act or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 8.2 herein, the rights and benefits of this Agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and equitable charge contained in this Agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.
- 8.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this Agreement will charge title to the strata lots and the common property comprising such strata plan and:
  - the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
  - the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this Agreement, solely at the expense of the strata lot owners; and
  - the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this Agreement.

## ARTICLE 9 NOTICES

- 9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:
  - (a) If to the Owner, to the Owner's address as shown in the Land Title Office records;
     and
  - (b) if to the City:

City of Vancouver 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y IV4

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands

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Heritage Revitalization Agreement - Dorothy M. and Dorothy S. Residences 2820 West 41st Avenue

or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3<sup>rd</sup>) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

#### ARTICLE 10 GENERAL

- 10.1 Joint and Several Liability. If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.4 Waiver. 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.
- 10.5 Time of Essence. Time will be of the essence in respect of this agreement.
- 10.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 10.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

- 10.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.
- 10.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 10.10 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 therein.
- 10.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.
- 10.13 Agreement Runs with the Lands. This Agreement will run with the Lands and will bind the Lands and will attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise, provided that the Owner shall be bound by the covenants and agreements herein contained only so long as the Owner is the registered owner of the Lands.

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

#### **END OF DOCUMENT**

#### **EXPLANATION**

# A By-law to declare a Heritage Control Period with respect to part of Vancouver

At the Council meeting on June 11, 2014, Council resolved to enact a by-law declaring a Heritage Control Period with respect to the area of the City known as the First Shaughnessy District. The Director of Planning has advised that enactment of the attached By-law will implement Council's resolution.

Director of Legal Services June 24, 2014 A By-law to declare a Heritage Control Period with respect to part of Vancouver

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

#### Name of By-law

1. The name of this By-law, for citation, is the "Heritage Control Period (First Shaughnessy) By-law".

#### **Definitions**

#### 2. In this By-law:

"Area" means that certain area of the City of Vancouver enclosed by the broken line on the Map attached to this By-law as Appendix "A";

"Building" means any building located in the Area;

"Fixture or Feature" includes any fireplace, interior door, wall finishing, paneling, staircase, and tiling;

"Heritage Control Period" means the period of time stated in section 4;

"Heritage Alteration Permit" means a permit authorized under Part XXVIII, Division (5) of the *Vancouver Charter*;

"Landscape Feature" includes any fence, retaining wall, fountain, patio, terrace, statuary or other similar structure that is located outside the exterior walls of a building, as well as any hedge, shrub or tree that grows within two meters of the structure; and

"Property" means a legal parcel or lot in the Area.

#### **Heritage Control Period**

- 3. In order to allow for heritage conservation planning for the Area, Council declares a Heritage Control Period in the Area.
- 4. The Heritage Control Period commences on the date this By-law is enacted, and continues for a period of one year.

#### Heritage Alteration Permit

- 5. During the Heritage Control Period, an owner of Property may not cause, permit or allow:
  - (a) alteration of the exterior of a Building on the Property;
  - (b) a structural change to a Building on the Property;
  - (c) a Building to be moved onto or off of the Property;
  - (d) alteration, movement of or taking any other action that would damage a Landscape Feature on the Property;
  - (e) alteration, movement of or taking any other action that would damage a Fixture or Feature on the Property; or
  - (f) other alteration, excavation or construction on the Property;

unless a Heritage Alteration Permit is first obtained authorizing such work, but no Heritage Alteration Permit is required for routine maintenance, including pruning and trimming of flora.

- 6. Notwithstanding section 5, an owner of Property may take any action otherwise prohibited by section 5 of this By-law or section 591 of the *Vancouver Charter*, without acquiring a Heritage Alteration Permit, if the Property does not contain a Building that was erected, in whole or in part, prior to 1940.
- 7. During the Heritage Control Period, the Director of Planning is hereby delegated the authority to identify Property in the Area as heritage property and issue or refuse Heritage Alteration Permits for Property in the Area. When making a determination of whether a Property is heritage property, the Director of Planning may consider the:
  - (a) age:
  - (b) historic associations;
  - (c) builder or architect;
  - (d) architectural style; and
  - (e) construction methods;

#### of a Building on a Property.

- 8. If the Director of Planning determines that a Property is heritage property, he may issue a Heritage Alteration Permit that would allow for the renovation of the heritage property, and may impose terms, requirements and conditions on the Heritage Alteration Permit in accordance with sections 597 and 598 of the *Vancouver Charter*.
- 9. Notwithstanding section 5, an owner of Property may take any action otherwise prohibited by section 5 of this By-law or section 591 of the *Vancouver Charter*, without acquiring a Heritage Alteration Permit, if the Director of Planning determines that the

Property is not heritage property.

- 10. This By-law does not affect a Property that is subject to a heritage revitalization agreement entered into before or during the Heritage Control Period, to the extent that this By-law conflicts with the heritage revitalization agreement.
- 11. During the Heritage Control Period, the Director of Planning may withhold the issuance of a development permit that would result in alteration to a Building on a Property until a Heritage Alteration Permit that would authorize the work is issued, or it is determined that no Heritage Alteration Permit is needed.
- 12. During the Heritage Control Period, the Director of Planning may order a heritage inspection of a Property that contains a Building built in whole or in part prior to 1940, in order to assist in the determination of whether the Property is heritage property.

#### Reconsideration

- 13. If the Director of Planning issues or refuses a Heritage Alteration Permit under this By-law or determines that a property is heritage property under this By-law, then the owner of the Property may seek to have Council reconsider the decision by requesting a reconsideration in writing, by delivering that request to the Director of Planning within 14 days of the decision.
- 14. Council must reconsider the decision within a reasonable time, and may uphold or vary the decision.

#### Severability

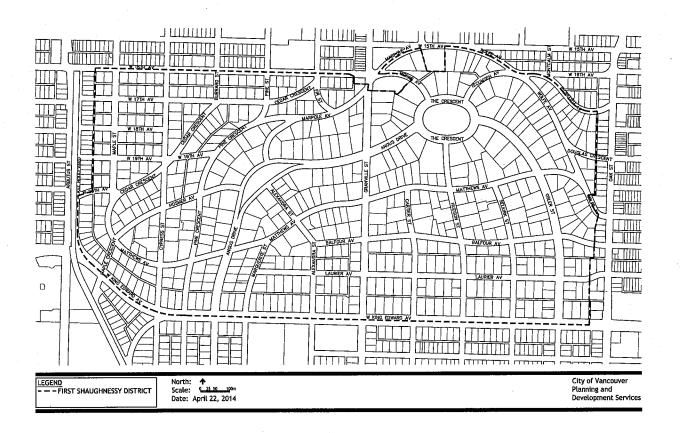
15. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

#### Force and effect

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

, 2014	, 20 <sup>-</sup>		day of	NACTED by Council this	
Mayor					
City Clerk					

#### APPENDIX A



#### **EXPLANATION**

# Authorization to enter into a Housing Agreement Re: 1600 Beach Avenue

After the Public Hearing held on February 5, 19 and 20, 2013, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, for each site, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such Housing Agreements have been accepted and signed by the applicant, and the City now seeks enactment of a By-law for each site as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreements and to authorize the City to enter into the Housing Agreements with the land owners.

Director of Legal Services June 24, 2014

ph	BY-LAW NO	- -
A By-la	w to enact a Housing for 1600 Beach Aven	<del>-</del>
THE COUNCIL OF THE CITY OF VAN	COUVER, in public mee	ting, enacts as follows:
1. Council authorizes the City lands described as:	to enter into a Housing	g Agreement with the owner of certain
No PID	Lot A Block 63 District Lot 185 Group 1 New Westminster Dis	trict Plan EPP35224
also authorizes the Director of Lega	l Services to execute th	greement attached to this By-law, and ne agreement on behalf of the City, and the Director of Legal Services deems fit.
2. This By-law is to come into	force and take effect o	on the date of its enactment.
ENACTED by Council this	day of	, 2014
		Mayor

City Clerk

#### Schedule A

LAND TITLE ACT		
FORM C		
(Section 233)		
Province of British Columbia		
<b>GENERAL INSTRUMENT - PART 1</b>	(This area for Land Title Office Use)	Page 1 of 15 pages
1. APPLICATION: (Name, address,	phone number and signature of applicant, applican	t's solicitor or agent)
TO BE PUT INTO E-FILING FO	RMAT BY APPLICANT	Signature of Agent
2. PARCEL IDENTIFIER(S) AND LE (PID)	GAL DESCRIPTION(S) OF LAND:* (LEGAL DESCRIPTION)	
NO PID	Lot A, Block 63, District Lot 185, Gro District Plan EPP35224	oup 1, New Westminster
3. NATURE OF INTEREST:*		
DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 1 - 13	Transferee
Priority Agreement granting above Section 219 Covenant over Mortgage BB1128270 ar Assignment of Rents BB1128	priority nd	Transferee
4. TERMS: Part 2 of this instrumen	t consists of (select one only)	
(a) Filed Standard Charge Terr	ms [ ] D.F. No.	
(b) Express Charge Terms	[xx] Annexed as Part 2	
(c) Release	[ ] There is no Part 2 of	this instrument
	ditional or modified terms referred to in Item 7 o harge described in Item 3 is released or discharge as	
5. TRANSFEROR(S)/CHARGEHOLI	DER(S):*	
	MENTS INC. (Incorporation No. BC0851879) CIAL GP CORPORATION (as to Priority)	
6. TRANSFEREE(S):* (including p	ostal address(es) and postal code(s))*	-
CITY OF VANCOUVER, 4	53 West 12th Avenue, Vancouver, British C	olumbia, V5Y 1V4
7. ADDITIONAL OR MODIFIED TER	RMS:*	

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.

Execution Date					
Officer Signature(s)		Y	М	D	Party(ies) Signature(s)
					BEACH TOWERS INVESTMENTS INC. by its authorized signatory(ies):
(as to both signatures)		13	·		Signature and print name:
				1	
					Signature and print name:

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

<sup>\*</sup> If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

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

# LAND TITLE ACT FORM D EXECUTIONS CONTINUED

		Exe	cution [	Oate	
Officer Signature(s)		Υ	M	D	Party(ies) Signature(s)
					FIRST NATIONAL FINANCIAL GP CORPORATION, by its authorized signatory(ies):
	•				
		13			
(as to both signatures)					Signature and print name:
		·		,	Signature and print name:
				-	
		-			

#### OFFICER CERTIFICATION:

Your signature constitutes a representation that your 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

Execution Date								
Officer Signature(s)	Υ	М	D	Party(ies) Signature(s)				
				CITY OF VANCOUVER by its authorized signatory:				
·	13	:						
·								
	·							

#### OFFICER CERTIFICATION:

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

#### TERMS OF AGREEMENT - PART 2

## STIR HOUSING AGREEMENT 1600 Beach Avenue

#### WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
  - (i) the Transferor, Beach Towers Investments 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 Transferor is the registered and beneficial owner of the Lands;
- C. The Owner has applied to rezone the Lands from RM-5A (Multiple Residential) District to CD 1 (Comprehensive Development) District and wishes to qualify, pursuant to the City's Short Term Incentives for Rental ("STIR") program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential units;
- D. Following a public hearing to consider the rezoning, the rezoning application was approved in principle, subject to, *inter alia*, the fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner:

"Execute Housing Agreements pursuant to the Short Term Incentives for Rental (STIR) Program to secure all 118 new residential units at 1600 Beach Avenue and all 15 new residential units at 1651 Harwood Street, as rental for the life of the building or 60 years, whichever is longer, and to include registerable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development.

The Housing Agreement to secure the rental units will include:

- (i) a rent roll indicating the initial monthly rents for each rental unit;
- (ii) a covenant from the owner securing those rents for the first 12 months of occupancy at the initial monthly rents, after which time the rental rates will be subject to the provisions of the provincial Residential Tenancy Act;
- (iii) a covenant from the owner to, prior to issuance of an occupancy permit, submit a finalized rent roll to the satisfaction of the Managing Director of

Social Development and Director of Legal Services that reflect the rental rates in the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage; and

- (iv) such other terms and conditions as the Director of Legal Services may request and the owner agree."
- E. In order to qualify for the STIR Program, the Owner must:
  - (i) satisfy the City Manager that the Designated Units qualify as For-Profit Affordable Rental Housing;
  - (ii) register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Designated Units to rental only for the life of the Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and
  - (iii) comply with all other City-imposed conditions applicable; and
- F. The City Manager has concluded that the Designated Units qualify, or will qualify when the Building is completed, as For-Profit Affordable Rental Housing and the Owner is entering into this Agreement to satisfy the other pre-conditions to eligibility for a waiver of the subject development cost levies otherwise applicable.

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

- 1. **Definitions.** In this Agreement the following terms have the definitions now given:
  - (a) "Agreement" means this STIR housing agreement and building use covenant, including the foregoing recitals;
  - (b) "Building" means any building or structure on the Lands (other than temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction) used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed, and includes and any other building or structure used, occupied or constructed on the Lands to replace and such building, and any portion of any such building or structure; and "Buildings" means all such buildings and structures;

- (c) "Building Permit" means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
- (d) "City" means the Transferee, the municipality of the City of Vancouver continued under the Vancouver Charter;
- (e) "City Manager" means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (f) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (h) "Designated Units" means a minimum of 118 new Residential Units contained within the Building, together with all related common service and amenity areas and systems, subject to final approval by the City as to form and contents, and "Designated Unit" means any one of them;
- (i) "Development Permit" means any development permit issued by the City authorizing the development on the Lands contemplated by the Rezoning by-law described in Recital D;
- (j) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (k) "For-Profit Affordable Rental Housing" means three or more new dwelling units in the same building or project, determined by the City Manager under Section 3.1 of the Vancouver DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable; and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
- (m) "Lands" means the parcel described in Item 2 in the Form C attached hereto;
- (n) "Losses" means all damages, losses, costs, actions, causes of action, claims, demands, builders liens, liabilities, expenses, indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays);
- (o) "Managing Director of Social Development" means the chief administrator from

- time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (p) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (q) "Owner" means the registered and beneficial owner of 1600 Beach Avenue (being Beach Towers Investments Inc. (Incorporation number BC0851879)) and includes any and all of the its respective assigns and successors as registered or beneficial owner of 1600 Beach Avenue or any part thereof;
- (r) "Rent Roll" means the Pro-Forma Unit Breakdown attached hereto as Schedule "A" which sets out the monthly rental for the Designated Units;
- (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) "STIR" is defined in Recital C;
- (v) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on:
  - (i) the 60 year anniversary of that commencement date; or
  - (ii) the date as of which the Building is demolished or substantially destroyed, whichever occurs later;
- (w) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c.55, as amended or replaced from time to time;
- (w) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755 as amended from time to time, as in force and effect as of the reference date of this Agreement;
- (x) "1600 Beach Avenue" means those lands located in the City of Vancouver and legally described as PID 009-004-726, Lot A, Except Portions in Explanatory Plan 9688, Block 63, District Lot 185 Plan 11809; and
- (y) "1651 Harwood Street' means those lands located in the City of Vancouver and legally described as NO PID, Lot 1, Block 63, District Lot 185, Group 1, New Westminster District, Plan EPP34820.
- 2. **Use of Lands and Buildings.** The Owner covenants and agrees with the City that, during the Term:

- (a) the Lands and the Buildings shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Designated Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) shall also contain not less than the same number and type of replacement Designated Units as the Building formerly contained, which replacement Designated Units shall also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a "Replacement Designated Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than 30 consecutive days;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to Section 18;
- (e) it will not suffer, cause or permit, the Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by subdivision plan or strata plan; and
- (f) that any sale of any Designated Unit (or any Replacement Designated Unit, as applicable) in contravention of the covenant in Section 2(d), and any subdivision of the Buildings (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.
- 3. Construction of Designated Units. The Owner shall construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.
- 4. Rents Secured. The Owner agrees that the initial rents indicated in the Rent Roll, which may be amended on either a per unit or per square foot basis in order to address potential changes in unit mix and/or sizes between enactment of the Rezoning By-law and issuance of the Development Permit, will not be increased during the first twelve (12) months of occupancy of

the Designated Units, after which time the rental rates will be subject to the *Residential Tenancy Act* of British Columbia;

- **5.** Occupancy Permit Hold. The Owner agrees 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 the Owner has provided a finalized rent roll to the satisfaction of the Managing Director of Social Development and the Director of Legal Services that reflects the monthly rental for each Dwelling Unit set out in the Rent Roll as amended on either a per unit or per square foot basis in order to address potential changes in unit mix and/or sizes between enactment of the Rezoning By-law and issuance of the Development Permit and until such time as the Building has been constructed and completed to the satisfaction of the City, all in accordance with the provisions of this Agreement; and

- (b) without limiting the general scope of Section 10, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Section 5.
- 6. **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.
- 7. **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 7, 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.

- 8. 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.
- 9. **Enforcement**. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.
- 10. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.
- 11. **Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as 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 (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.

If to the City, addressed to:

City of Vancouver 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

<u>Attention</u>: Managing Director of Social Development with copy to Director of Legal Services

If to the Owner, addressed to:

Beach Towers Investments Inc. and English Bay Towers Investments Inc. #1220 - 1200 West 73<sup>rd</sup> Avenue Vancouver, British Columbia V6P 6G5

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

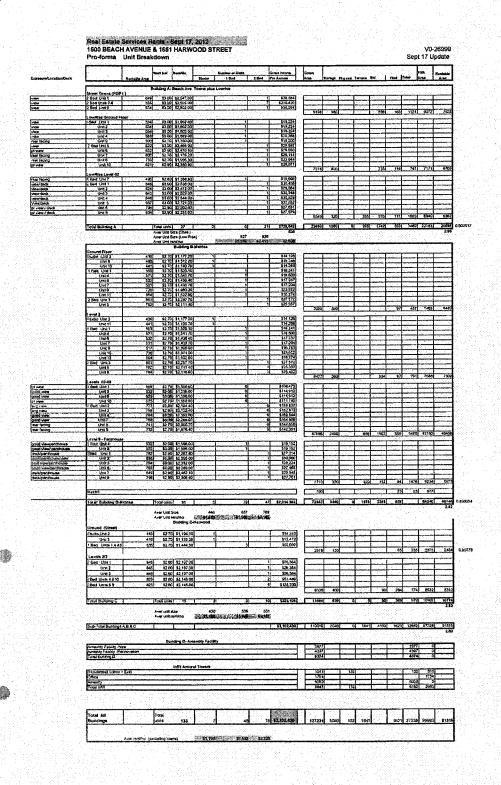
- 12. **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e) and 2(f).
- 13. **Severability**. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 14. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 15. **Waiver**. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 16. **Perfection of Intention**. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 17. **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 17. Joint and Several. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 18. Sale of Lands or Buildings. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Buildings or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained

herein priority, in form and substance satisfactory to the City, over it's 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 18 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 it's mortgage). Upon such transferor obtaining such assumption agreement from the transferee the City shall release the transferor from its obligations under this Agreement.

- 19. **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.
- 20. **Date of Agreement**. This Agreement is dated for reference May 1, 2013.

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

#### **SCHEDULE "A"**



#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number BB1128270 and the Assignment of Rents registered under number BB1128271;
- (b) "Existing Chargeholder" means First National Financial GP 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:

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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: 1651 Harwood Street

After the Public Hearing held on February 5, 19 and 20, 2013, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, for each site, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such Housing Agreements have been accepted and signed by the applicant, and the City now seeks enactment of a By-law for each site as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreements and to authorize the City to enter into the Housing Agreements with the land owners.

Director of Legal Services June 24, 2014

BY-LAW NO  A By-law to enact a Housing Agreement  for 1651 Harwood 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: 029-239-133  Lot 1  Block 63  District Lot 185  Group 1  New Westminster District Plan EPP34820
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		
(Section 233)		
Province of British Columbia GENERAL INSTRUMENT - PART 1	(This area for Land Title Office Use)	Page 1 of 15 pages
	hone number and signature of applicant, applica	
TO BE PUT INTO E-FILING FOR	MAT BY APPLICANT	
		Signature of Agent
2. PARCEL IDENTIFIER(S) AND LEGA	AL DESCRIPTION(S) OF LAND.*	Signature of Agent
(PID)	(LEGAL DESCRIPTION)	
029-239-133	Lot 1, Block 63, District Lot 185, G District, Plan EPP34820	roup 1, New Westminster
3. NATURE OF INTEREST:*		
DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument, Pages 1 - 13	Transferee
Priority Agreement granting the above Section 219 Covenant pover Mortgage BB1128278 and Assignment of Rents BB112827	priority	Transferee
4. TERMS: Part 2 of this instrument of	consists of (select one only)	
<ul><li>(a) Filed Standard Charge Terms</li><li>(b) Express Charge Terms</li><li>(c) Release</li></ul>	[ ] D.F. No. [xx] Annexed as Part 2 [ ] There is no Part 2 or	f this instrument
	cional or modified terms referred to in Item 7 rge described in Item 3 is released or discharge a	
5. TRANSFEROR(S)/CHARGEHOLDE	R(S):*	
	VESTMENTS INC. (Incorporation No. BCC AL GP CORPORATION (as to Priority)	0851877)
6. TRANSFEREE(S):* (including pos	tal address(es) and postal code(s))*	
CITY OF VANCOUVER, 453	3 West 12th Avenue, Vancouver, British	Columbia, V5Y 1V4
7. ADDITIONAL OR MODIFIED TERM N/A	S:*	

LAND TITLE ACT

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.

	Exe	cution	Date	
Officer Signature(s)	Υ	M	D	Party(ies) Signature(s)
				ENGLISH BAY TOWERS INVESTMENTS INC., by its authorized signatory(ies):
(as to both signatures)	13			Signature and print name:
				Signature and print name:

#### OFFICER CERTIFICATION:

Your signature constitutes a representation that your 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

	Exe	cution [	Date	
Officer Signature(s)	Y.	M	D	Party(ies) Signature(s)
				FIRST NATIONAL FINANCIAL GP CORPORATION, by its authorized signatory(ies):
	13			
(as to both signatures)				Signature and print name:
				Signature and print name:
			•	

#### OFFICER CERTIFICATION:

Your signature constitutes a representation that your 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

Execution Date								
Officer Signature(s)	Υ	М	D	Party(ies) Signature(s)				
				CITY OF VANCOUVER by its authorized signatory:				
	13							
	2							

#### OFFICER CERTIFICATION:

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

#### **TERMS OF AGREEMENT - PART 2**

#### STIR HOUSING AGREEMENT 1651 Harwood Street

#### WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
  - (i) the Transferor, English Bay Towers Investments 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 Transferor is the registered and beneficial owner of the Lands;
- C. The Owner has applied to rezone the Lands from RM-5A (Multiple Residential) District to CD 1 (Comprehensive Development) District and wishes to qualify, pursuant to the City's Short Term Incentives for Rental ("STIR") program, for a waiver of the development cost levies that would otherwise be payable by the Owner in respect of those residential units;
- D. Following a public hearing to consider the rezoning, the rezoning application was approved in principle, subject to, *inter alia*, the fulfilment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner:

"Execute Housing Agreements pursuant to the Short Term Incentives for Rental (STIR) Program to secure all 118 new residential units at 1600 Beach Avenue and all 15 new residential units at 1651 Harwood Street, as rental for the life of the building or 60 years, whichever is longer, and to include registerable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development.

The Housing Agreement to secure the rental units will include:

- (i) a rent roll indicating the initial monthly rents for each rental unit;
- (ii) a covenant from the owner securing those rents for the first 12 months of occupancy at the initial monthly rents, after which time the rental rates will be subject to the provisions of the provincial Residential Tenancy Act;
- (iii) a covenant from the owner to, prior to issuance of an occupancy permit, submit a finalized rent roll to the satisfaction of the Managing Director of

Social Development and Director of Legal Services that reflect the rental rates in the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage; and

- (iv) such other terms and conditions as the Director of Legal Services may request and the owner agree."
- E. In order to qualify for the STIR Program, the Owner must:
  - (i) satisfy the City Manager that the Designated Units qualify as For-Profit Affordable Rental Housing;
  - (ii) register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Designated Units to rental only for the life of the Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and
  - (iii) comply with all other City-imposed conditions applicable; and
- F. The City Manager has concluded that the Designated Units qualify, or will qualify when the Building is completed, as For-Profit Affordable Rental Housing and the Owner is entering into this Agreement to satisfy the other pre-conditions to eligibility for a waiver of the subject development cost levies otherwise applicable.

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

- 1. **Definitions.** In this Agreement the following terms have the definitions now given:
  - (a) "Agreement" means this STIR housing agreement and building use covenant, including the foregoing recitals;
  - (b) "Building" means any building or structure on the Lands (other than temporary buildings or structures on the Lands during the period of, and required for the purposes of, construction) used, occupied or constructed on the Lands at any time following the date this Agreement is fully executed, and includes and any other building or structure used, occupied or constructed on the Lands to replace and such building, and any portion of any such building or structure; and "Buildings" means all such buildings and structures;

- (c) "Building Permit" means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
- (d) "City" means the Transferee, the municipality of the City of Vancouver continued under the Vancouver Charter;
- (e) "City Manager" means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (f) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (h) "Designated Units" means a minimum of 15 new Residential Units contained within the Building, together with all related common service and amenity areas and systems, subject to final approval by the City as to form and contents, and "Designated Unit" means any one of them;
- (i) "Development Permit" means any development permit issued by the City authorizing the development on the Lands contemplated by the Rezoning by-law described in Recital D;
- (j) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (k) "For-Profit Affordable Rental Housing" means three or more new dwelling units in the same building or project, determined by the City Manager under Section 3.1 of the Vancouver DCL By-law to be affordable, but does not include alterations of or extensions to such units, where "determined by the City Manager" means which the City Manager, after considering the finishing, size, location and other design consideration and proposed rents, considers to be affordable; and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (I) "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 and beneficial owner of 1651 Harwood Street (being English Bay Towers Investments Inc. (Incorporation number BC0851877)) and includes any and all of the its respective assigns and successors as registered or beneficial owner of 1651 Harwood Street or any part thereof;
- (r) "Rent Roll" means the Pro-Forma Unit Breakdown attached hereto as Schedule "A" which sets out the monthly rental for the Designated Units;
- (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) "STIR" is defined in Recital C;
- (v) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on:
  - (i) the 60 year anniversary of that commencement date; or
  - (ii) the date as of which the Building is demolished or substantially destroyed, whichever occurs later;
- (w) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c.55, as amended or replaced from time to time;
- (w) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755 as amended from time to time, as in force and effect as of the reference date of this Agreement;
- (X) "1600 Beach Avenue" means those lands located in the City of Vancouver and legally described as PID 009-004-726, Lot A, Except Portions in Explanatory Plan 9688, Block 63, District Lot 185 Plan 11809; and
- (y) "1651 Harwood Street' means those lands located in the City of Vancouver and legally described as NO PID, Lot 1, Block 63, District Lot 185, Group 1, New Westminster District, Plan EPP34820.
- 2. **Use of Lands and Buildings.** The Owner covenants and agrees with the City that, during the Term:

- (a) the Lands and the Buildings shall not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Designated Units shall be used only for the purpose of providing For-Profit Affordable Rental Housing, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) shall also contain not less than the same number and type of replacement Designated Units as the Building formerly contained, which replacement Designated Units shall also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Designated Unit hereinafter referred to as a "Replacement Designated Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (c) it will not rent or sublet, nor will it allow to be rented or sublet, any Designated Units (or Replacement Designated Unit, as applicable) for a term of less than 30 consecutive days;
- (d) it will not suffer, cause or permit, beneficial or registered title to any of the Designated Units (or any Replacement Designated Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Designated Units (or each Replacement Designated Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and subject to Section 18;
- (e) it will not suffer, cause or permit, the Building (or any replacement building(s) on the Lands) or any part thereof, to be subdivided by subdivision plan or strata plan; and
- (f) that any sale of any Designated Unit (or any Replacement Designated Unit, as applicable) in contravention of the covenant in Section 2(d), and any subdivision of the Buildings (or any replacement building(s) on the Lands) or any part thereof, in contravention of the covenant in Section 2(e), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense.
- 3. Construction of Designated Units. The Owner shall construct, fit and finish the Designated Units in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City.
- 4. **Rents Secured**. The Owner agrees that the initial rents indicated in the Rent Roll, which may be amended on either a per unit or per square foot basis in order to address potential changes in unit mix and/or sizes between enactment of the Rezoning By-law and issuance of the Development Permit, will not be increased during the first twelve (12) months of occupancy of

the Designated Units, after which time the rental rates will be subject to the *Residential Tenancy Act* of British Columbia;

- **5. Occupancy Permit Hold.** The Owner agrees 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 the Owner has provided a finalized rent roll to the satisfaction of the Managing Director of Social Development and the Director of Legal Services that reflects the monthly rental for each Dwelling Unit set out in the Rent Roll as amended on either a per unit or per square foot basis in order to address potential changes in unit mix and/or sizes between enactment of the Rezoning By-law and issuance of the Development Permit and until such time as the Building has been constructed and completed to the satisfaction of the City, all in accordance with the provisions of this Agreement; and

- (b) without limiting the general scope of Section 10, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Section 5.
- 6. **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.
- 7. **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 7, 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.

- 8. 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.
- 9. **Enforcement**. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it shall be entitled to court costs on a solicitor and own client basis.
- 10. Release and Indemnity. The Owner hereby releases, and agrees to indemnify and save harmless, the City and all City Personnel for and from any Losses suffered, incurred or experienced by any person or entity, including, without limitation, the Owner, the City and any/all City Personnel, in connection with, that arises out of, or that would not have been incurred "but for", this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.
- 11. **Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as 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 (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.

If to the City, addressed to:

City of Vancouver 453 West 12<sup>th</sup> Avenue Vancouver, British Columbia V5Y 1V4

<u>Attention</u>: Managing Director of Social Development with copy to Director of Legal Services

If to the Owner, addressed to:

Beach Towers Investments Inc. and English Bay Towers Investments Inc. #1220 - 1200 West 73<sup>rd</sup> Avenue Vancouver, British Columbia V6P 6G5

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

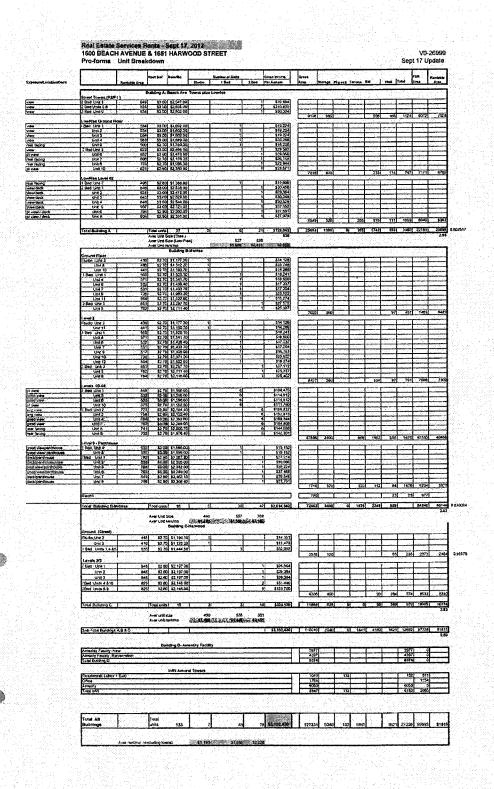
- 12. **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject always to Sections 2(d), 2(e) and 2(f).
- 13. **Severability**. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 14. Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the Vancouver Charter as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 15. **Waiver**. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 16. **Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 17. **Further Assurances.** Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 17. Joint and Several. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 18. Sale of Lands or Buildings. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Buildings or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained

herein priority, in form and substance satisfactory to the City, over it's 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 18 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 it's mortgage). Upon such transferor obtaining such assumption agreement from the transferee the City shall release the transferor from its obligations under this Agreement.

- 19. **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.
- 20. Date of Agreement. This Agreement is dated for reference May 1, 2013.

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

#### **SCHEDULE "A"**



#### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number BB1128278 and the Assignment of Rents registered under number BB1128279;
- (b) "Existing Chargeholder" means First National Financial GP Corporation;
- "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument Part 2.

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

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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

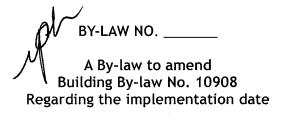
#### **END OF DOCUMENT**

#### **EXPLANATION**

A By-law to amend Building By-law No. 10908, regarding the date of implementation.

On June 11, 2014, Council resolved to alter the date of implementation of Building By-law, No. 10908. The attached By-law delays the effective date of Building By-law, No. 10908, to January 1, 2015, in accordance with the resolution.

Director of Legal Services June 24, 2014



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

- 1. This By-law amends the indicated provisions of the Building By-law, 10908.
- 2. Council strikes the date "July 1, 2014" from section 2.1 and inserts "January 1, 2015" in its place.
- 3. Council strikes the date "July, 2014" from section 2.2 and inserts "January, 2015" in its place.
- 4. Council strikes the date "July 1, 2014" from article 3.3.1.2 of Division C of Book I of the Building By-law, 10908 and inserts "January 1, 2015" in its place.
- 5. Council strikes the date "July 1, 2014" from article 3.3.1.2 of Division C of Book II of the Building By-law, 10908 and inserts "January 1, 2015" in its place.
- 6. A decision by a court that any part of this By-law is illegal, void, or unenforceable is not to affect the balance of the By-law.
- 7. This By-law is to come into force and take effect on the date of its enactment.

f ·	day of	ENACTED by Council this
•		
City		