

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1300-1320 Richards Street**

After the public hearing on May 15, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1300-1320 Richards Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 8, 2014

1300-1320 Richards Street



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-659 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (571).

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

- (a) Dwelling Uses;
- (b) Retail Uses, limited to Adult Retail Store, Grocery or Drug Store, Retail Store;
- (c) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop - Class B, Restaurant - Class 1; and;
- (d) Accessory Uses customarily ancillary to any uses permitted by this section.

**Density**

3.1 Computation of floor space ratio must assume that the site consists of 1,624.6 m<sup>2</sup>, being the site size at the time of application for the rezoning evidenced by this By-law.

3.2 The floor space ratio for all uses must not exceed 12.32.

3.3 Floor area for retail and service uses must not exceed 575 m<sup>2</sup>.

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

3.5 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of residential floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

3.6 Computation of floor area may exclude amenity areas, at the discretion of the Director of Planning or Development Permit Board, except that the exclusion must not exceed the lesser of 20 % of the permitted floor area or 929 m<sup>2</sup>.

3.7 The use of floor area excluded under sections 3.5 and 3.6 must not include any purpose other than that which justified the exclusion.

### **Building Height**

4.1 The building height, measured from base surface, must not exceed 126.5 m, except that the building must not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

### **Horizontal Angle of Daylight**

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

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

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

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

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

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (571).

5.6 A habitable room referred to in section 5.1 does not include:

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

## Acoustics

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

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

**Severability**

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

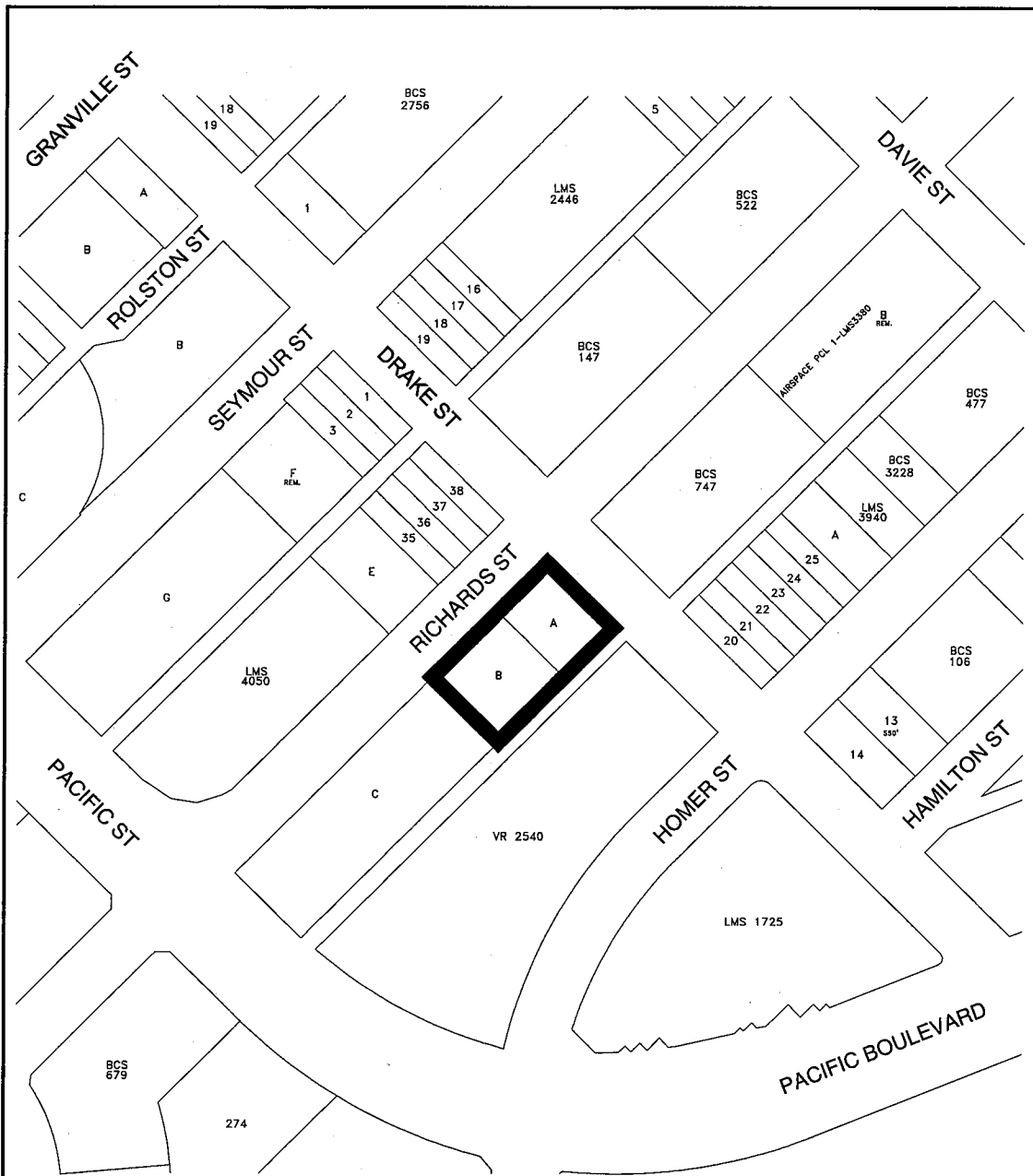
**Force and Effect**

8. 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



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

Z-659 (b)

RZ - 1300-1320 Richards Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2013-03-13

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1107 Seymour Street**

After the public hearing on May 15, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1107 Seymour Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 8, 2014

1107 Seymour Street



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-659 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (570).

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

- (a) Dwelling Uses;
- (b) Institutional Uses, limited to Social Service Centre; and;
- (c) Accessory Uses customarily ancillary to any use permitted by this section.

**Density**

3.1 Computation of floor space ratio must assume that the site size consists of 836.1 m<sup>2</sup>, being the site size at the time of application for rezoning, prior to any dedications.

3.2 The floor space ratio for all uses must not exceed 9.22.

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

3.4 Computation of floor area must exclude:



- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8 % of residential floor area;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit.

3.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
  - i) the total area of all open and enclosed balcony or sun deck exclusions must not exceed 8% of the residential floor area being provided, and
  - ii) no more than 50% of the excluded balcony floor area may be enclosed; and
- (b) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20% of the permitted floor area or 929 m<sup>2</sup>.

3.6 The use of floor area excluded under sections 3.4 and 3.5 must not include any purpose other than that which justified the exclusion.

### **Building Height**

4. Building height, measured from base surface, must not exceed 50.3 m.

### **Horizontal Angle of Daylight**

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

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

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

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

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

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (570).

5.6 A habitable room referred to in section 5.1 does not include:

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

## Acoustics

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

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

**Severability**

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

**Force and Effect**

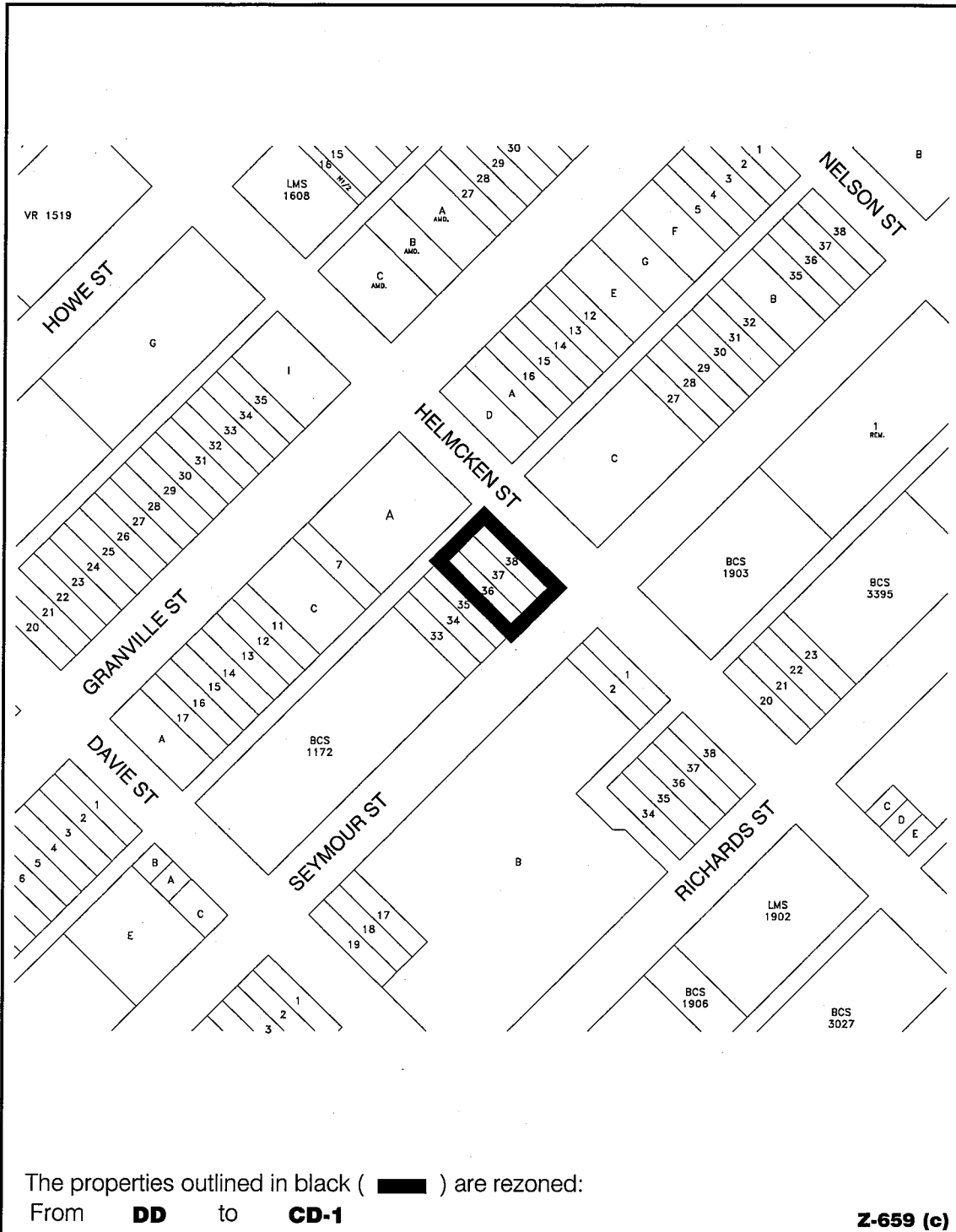
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2014

\_\_\_\_\_  
Mayor

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

**Schedule A**



**Z-659 (c)**

**RZ - 1107 Seymour Street**

map: 1 of 1

scale: NTS



**City of Vancouver**

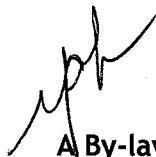
date: 2013-03-13

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1041 Southwest Marine Drive**

After the public hearing on July 10, 12 and 19, 2012, Council approved in principle a Housing Agreement for 1041 Southwest Marine Drive to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the amendment to the existing CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services  
July 8, 2014

1041 Southwest Marine Drive



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

**A By-law to enact a Housing Agreement  
for 1041 Southwest Marine Drive**

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:

No PID

Lot 1  
District Lots 319, 323 and 324  
Group 1  
New Westminster District  
Plan EPP 32333

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

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 16 pages

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

[TO BE PUT INTO E-FILING FORMAT BY  
APPLICANT]

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

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

(PID)

(LEGAL DESCRIPTION)

NO PID

Lot 1, District Lots 319, 323 and 324, Group 1,  
New Westminster District, Plan EPP32333

3. NATURE OF INTEREST:\*

DESCRIPTION

DOCUMENT REFERENCE  
(page and paragraph)

PERSON ENTITLED TO  
INTEREST

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

[xx] Annexed as Part 2

(c) Release

[ ] There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S)/CHARGEHOLDER(S):\*

0960492 B.C. LTD. (Incorporation No.: BC0960492), as to an undivided 3156/10000 interest

0957080 B.C. LTD. (Incorporation No.: BC0957080), as to an undivided 6844/10000 interest

COAST CAPITAL SAVINGS CREDIT UNION (as to Priority)

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

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

## 7. ADDITIONAL OR MODIFIED TERMS:\*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/>	13			<b>0960492 B.C. LTD., by its authorized signatories:</b>  <hr/> Name:  <hr/> 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.

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

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



LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
13		

Party(ies) Signature(s)

**0957080 B.C. LTD.**, by its  
authorized signatory:

Name:

Name:

**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

---

Officer Signature(s)

Execution Date

Y	M	D
13		

Party(ies) Signature(s)

**CITY OF VANCOUVER** by its  
authorized signatory:

**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
13		

Party(ies) Signature(s)

**COAST CAPITAL SAVINGS CREDIT  
UNION**, by its authorized signatories:

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

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

**OFFICER CERTIFICATION:**

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

LAND TITLE ACT  
FORM E  
SCHEDULE

---

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA3016532 and Assignment of Rents CA3016533	Page 16	Transferee

## TERMS OF INSTRUMENT - PART 2

### HOUSING AGREEMENT 1401 Southwest Marine Drive

#### Introduction

- A. It is understood and agreed that this instrument and Agreement, will be read as follows:
- (i) the Transferors, 0960492 B.C. LTD. and 0957080 B.C. LTD., are called the "Owner" as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands; and
- C. The Owner made an application to amend the existing CD-1 (Comprehensive Development) District (276) for the Coast Hotel at 1041 Southwest Marine Drive to MC-1 (Light Industrial) District. Following a public hearing to consider the amendment, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning by-law, the Owner make arrangements to the satisfaction of the City Engineer and the Director of Legal Services for the construction of two mixed-use buildings and one residential building on the Lands and after a public hearing to consider the said application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the Rezoning, the Owner will:

*"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to subdivide by air space subdivision, or at the sole discretion of the Managing Director of Social Development and the Director of Legal Services to otherwise subdivide to create a parcel or parcels for the portion of the development containing at least six market rental housing units occupying at least 296m<sup>2</sup> of the development floor space, and once such portion is subdivided to execute a Housing Agreement to secure such units as rental for the life of the building or 60 years, whichever is longer, and to include registerable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such rentals being made available as market rental housing units 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 "Rental Housing Condition")."*

*Note to Applicant: This Housing Agreement will be entered into by the City by by-law pursuant to Section 565.2 of the Vancouver Charter."*

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

### Consideration

THEREFORE in consideration of the sum of ten dollars (\$10.00) now paid by the City and the Owner to each other and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) pursuant to Section 565.2 of the *Vancouver Charter* it is agreed as follows:

### Terms of Agreement

1. **DEFINITIONS.** The terms defined in this Section 1 for all purposes of this Agreement, unless specifically provided in this Agreement, will have the following meanings hereinafter specified. The defined terms are:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals;
- (b) **"Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **"City Personnel"** means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees, and permittees;
- (d) **"Development Permit"** means any development permit issued by the City to enable the development of the Lands as contemplated by the Rezoning, as the same may be amended from time to time;
- (e) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (f) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (g) **"Lands"** means the parcel of land situated in the City of Vancouver, Province of British Columbia described in Item 2 of the General Instrument Part I and includes any parcel into which such land is consolidated or further subdivided;
- (h) **"Losses"** means all damages, losses, costs, expenses, actions, causes of action, claims, demands, builders liens, liabilities, expenses and indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays;

- (i) **"LTO"** means the land title office for the jurisdiction in which the Lands are situate;
- (j) **"Managing Director of Social Development"** means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (k) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (l) **"Owner"** means the Transferors, 0960492 B.C. Ltd. (Incorporation No.: BC0960492) and 0957080 B.C. Ltd. (Incorporation No.: BC0957080) and includes any and all of their respective assigns and successors as registered or beneficial owner of the Lands or any part thereof;
- (m) **"Rental Housing Condition"** has the meaning set out in Recital C;
- (n) **"Rental Purposes"** means the use of a Rental Unit (which will not be occupied by the registered or beneficial owner of same but which is made available by such owner to the general public, at arm's length) for residential accommodation only and for a period of not less than one (1) month in accordance with this Agreement, reasonable prudent landlord-tenant practices for rental residential accommodation and any and all law applicable thereto, including without limitation, residential tenancy and human rights legislation in British Columbia;
- (o) **"Rental Unit Parcel"** has the meaning set out in Section 3(a);
- (p) **"Rental Units"** means a minimum of six (6) new residential dwelling units with a total area of at least 296 square meters to be constructed in the Rental Unit Parcel in the Building, as contemplated by the Rezoning, and **"Rental Unit"** means any one of them, and those terms include each and all such residential dwelling units constructed in a replacement building on the Lands;
- (q) **"Rezoning"** means the rezoning described in Recital C of this Agreement;
- (r) **"Rezoning By-law"** means the rezoning by-law relating to the Lands as described in Recital C;
- (s) **"Term"** means the period from the date this Agreement is registered in the LTO until the date which is 60 years from the date on said registration or the life of the Building whichever is longer; and
- (t) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, as amended or replaced from time to time.

**2. RESTRICTIONS ON USE AND SUBDIVISION.** The Owner agrees that:

- (a) throughout the Term, the Lands and each Building on the Lands will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Residential Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, all Rental Units will be used for Rental Purposes only;
- (d) throughout the Term, it will not suffer, cause or permit, any beneficial or registered title to or interest in any Rental Unit to be sold or otherwise transferred individually or jointly with one or more other Rental Units unless beneficial or registered title to all of the Rental Units is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner;
- (e) throughout the Term, subject to Section 3, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent the City may arbitrarily withhold;
- (f) throughout the Term, any sale of a Rental Unit in contravention of the covenant in Section 2(d), and any subdivision of the Building 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;
- (g) throughout the Term, it will keep and maintain the Building containing the Rental Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition, and will insure it to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands. If any Rental Unit or any part thereof is damaged, or any portion of the Building is damaged, the Owner will promptly restore and repair it whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (h) throughout the Term, any changes to the foregoing restrictions and requirements will be made only with the prior written agreement of the Managing Director of Social Development, who may first seek input from the City's elected Council;

and the Owner covenants and agrees that:



- (i) enactment of the Rezoning By-law is full and fair compensation for the restrictions set out in this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement.

**3. SUBDIVISION OF THE BUILDING.** Despite Subsection 2(e),

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by air space plan, that creates a single legal titled parcel which contains all of the Rental Units and any related common areas (the "**Rental Unit Parcel**"), or any further or other subdivision of that part of the Building which contains the other units by deposit of a strata plan; and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Rental Unit Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or parcels other than the Rental Unit Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of all parcels other than the Rental Unit Parcel; provided that:
  - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Units pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

**4. OCCUPANCY RESTRICTION ON THE LANDS.** The Owner covenants and agrees with the City in respect of the use of the Lands and each Building, that:

- (a) no Building will be used or occupied except as follows:
  - (i) the Owner will not apply for an Occupancy Permit in respect of, and will not suffer or permit the occupation of any Building or any part thereof and will take no action, directly or indirectly, to compel the issuance of an Occupancy Permit for any Building or any part thereof; and

- (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any Building, notwithstanding completion of construction of any such Building;

until such time as an Occupancy Permit has been issued for each of the Rental Units; and

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

**5. RECORD KEEPING.** The Owner will keep accurate records pertaining to the use and occupancy of the Building and Rental Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make these records available for inspection and copying by the City.

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

**7. INDEMNITY AND RELEASE.** The Owner hereby:

- (a) releases and discharges the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs and legal costs which may arise or accrue to the Owner by reason of the City or City Personnel exercising any of its rights under this Agreement or would not have been incurred "but for" this Agreement; and
- (b) agrees to indemnify and save harmless the City and City Personnel from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profits, damages, including indirect and consequential damages, fines, penalties, costs, and legal costs on a solicitor and own client basis which the City or City Personnel may suffer or incur arising whether directly or indirectly out of any default by the Owner, or the Owner's officials, officers, employees, or agents, or any other person for whom it is legally responsible, in observing or performing the Owner's obligations under this Agreement or that would not have been incurred "but for" this Agreement.

The indemnity provided in this Section 7 will be an integral part of this Section 219 Covenant continued in this Agreement. The release and indemnification provisions contained in this Agreement will survive the discharge or termination of this Agreement.

**8. NOTICES.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by facsimile

transmission, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and in the case of the Owner, addressed to it at:

in the case of the Owner at:

0960492 B.C. Ltd. and 0957080 B.C. Ltd.  
1041 S.W. Marine Drive  
Vancouver, BC  
V7T 1B2

Attention: NAME

in the case of the City addressed to it at:

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

Attention: City Clerk

with a concurrent copy to the Director of Legal Services, Fax No. 604.873.7445;

or at such other address in Canada as either party may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

**9. BREACH BY OWNER.** The Owner agrees that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, or a prohibitory or mandatory injunction, in order to compel performance by the Owner of its obligations under this Agreement.

**10. NO DEROGATION.** 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* 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 Lands and Building as if this Agreement had not been executed and delivered by the Owner and the City.

**11. 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 and, in particular, the Owner acknowledges that specific performance, injunctive relief (mandatory or otherwise), or other equitable relief may be the only adequate remedy for a default by the Owner under this Agreement;

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

**13. FURTHER ASSURANCES.** The Owner will execute, on request by the City from time to time, such further assurances and instruments and do such further and other acts as may be necessary to give full force and effect to the Owner's grants and agreements under this Agreement.

**14. OWNER'S REPRESENTATIONS AND WARRANTIES.** The Owner represents and warrants to and covenants and agrees with the City that:

- (i) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interest in land created hereby; and
- (ii) this Agreement will be fully and completely binding upon the Owner in accordance with the terms hereof and the Owner will perform all of its obligations under this Agreement in accordance with the terms hereof.

**15. CITY'S COSTS.** In any action to enforce this Agreement in which any Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor/client basis.

**16. INTERPRETATION.** The following provisions will apply to this instrument:

- (i) the laws of British Columbia are to govern its interpretation and enforcement;
- (ii) each of the City and Owner accepts the jurisdiction of the courts of British Columbia;
- (iii) time will be of the essence, and if the City or Owner expressly or impliedly waives that requirement, the City or Owner may re-instate it by delivering notice to the other;

- (iv) no amendment is to have any force or effect unless the City and Owner have signed it;
- (v) this Agreement represents the entire agreement between the City and Owner regarding the matters set out in this instrument, and supersedes all prior agreements, letters of intent, or understandings about those matters;
- (vi) any reference to a statute is to the statute and its regulations in force on the date the Owner signs Form C, and to subsequent amendments to or replacements of the statute or regulations; and
- (vii) if the Owner consists of more than one person, firm, or corporation, the Owner's obligations under this instrument will be joint and several.

**17. AGREEMENT RUNS WITH THE LANDS.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with 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, subject always to Sections 2(d), 2(e) and 3.

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

**19. CONTINUING EFFECT.** This Agreement will enure to the benefit of and bind each of the City and its successors and assigns and the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA3016532 and the Assignment of Rents registered under number CA3016533;
- (b) "Existing Chargeholder" means Coast Capital Savings Credit Union;
- (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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1568 East King Edward Avenue**

After the public hearing on October 22, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1568 East King Edward Avenue (formerly 1526-1560 Kingsway). The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
July 8, 2014

1568 East King Edward Avenue  
(formerly 1526-1560 Kingsway)



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-665 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (572).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (572), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Photofinishing or Photography Laboratory, Print Shop, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, Sign Painting Shop, and Wedding Chapel;



- (g) Utility and Communication Uses, limited to Public Utility or Radiocommunication Station; and
- (h) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

#### **Conditions of use**

- 3. The design and lay-out of at least 25% of the dwelling units must:
  - (a) be suitable for family housing;
  - (b) include two or more bedrooms; and
  - (c) comply with Council's "High Density Housing for Families with Children Guidelines".

#### **Floor area and density**

- 4.1 Computation of floor area must assume that the site consists of 1,357 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law.
- 4.2 Floor space ratio for all uses must not exceed 3.85.
- 4.3 Computation of floor area must include all floors of all buildings, having a minimum ceiling height of 1.2 m, including earthen floors and accessory buildings, both above and below ground level, to be measured to the extreme outer limits of the building.
- 4.4 Computation of floor area must exclude:
  - (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that the total area of all exclusions does not exceed 8% of the residential floor area being provided;
  - (b) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
    - (i) the total area of all open and enclosed balcony or sun deck exclusion does not exceed 8% of the residential floor area being provided; and
    - (ii) no more than 50% of the excluded balcony floor area may be enclosed;
  - (c) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
  - (d) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which:

- (i) are at or below the base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length, or
- (ii) are above the base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (e) amenity areas, including child day care facilities, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area, provided that for child day care facilities the Director of Planning, on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood; and
- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit.

4.5 The use of floor area excluded under section 4.4 must not include any purpose other than that which justified the exclusion.

#### **Building height**

5. Building height, measured from base surface, must not exceed 23.6 m.

#### **Horizontal angle of daylight**

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

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

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (572).

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

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

#### Acoustics

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

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

#### Severability

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

**Force and effect**

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

ENACTED by Council this                      day of                      , 2014

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Mayor

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City Clerk

