


EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 587-591 West King Edward Avenue**

Enactment of the attached By-law will delete 587-591 West King Edward Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 20, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
January 20, 2015

587-591 West King Edward Avenue

 BY-LAW NO. _____

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

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

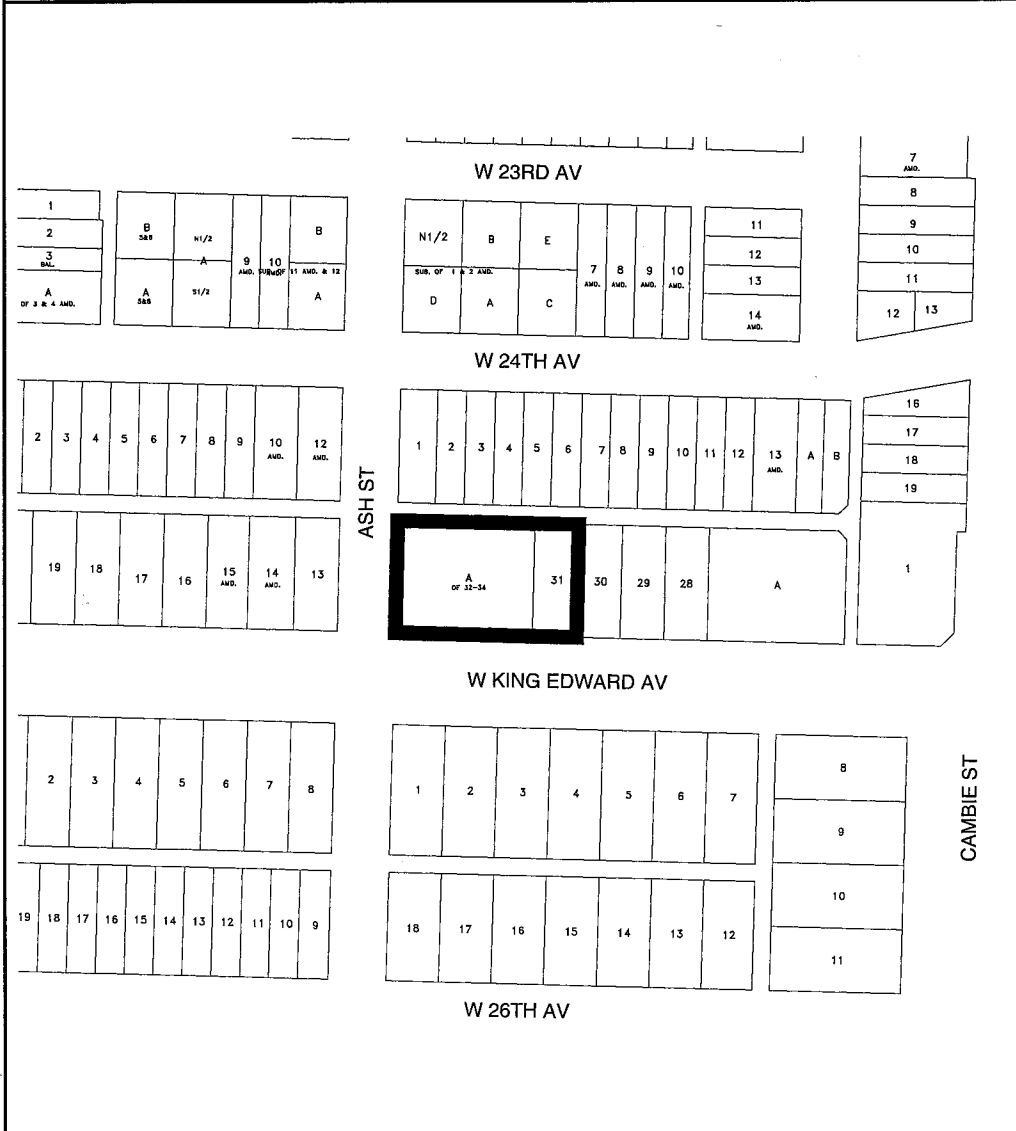
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Parcel A (see CA4076757) and Lot 31, Block 660, District Lot 526, Plan 2976; PIDs: 029-438-918 and 013-272-802, from the RS-5 maps forming part of Schedule A of the Subdivision By-law.
2. 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.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

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



The properties outlined in black (**█**) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

587-591 West King Edward Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2014-12-11

EXPLANATION

Authorization to enter into a Housing Agreement Re: 3795 Commercial Street

On or about July 8, 2013, the Director of Planning approved Development Permit Application Number DE416794 to develop on the referenced lands a four-storey, mixed-use building containing two commercial units on the first floor and nine rental dwelling units on the second to fourth floors under the Rental 100 Program, and providing three surface parking spaces having vehicular access from the lane.

A Housing Agreement under the Rental 100 Program has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by Section 565.2 of the *Vancouver Charter*, will complete the process to implement the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services
January 20, 2015

3795 Commercial Street

 BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3795 Commercial 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: 029-243-572

Lot 1
District Lot 744
Group 1
New Westminster District
Plan EPP30331

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 _____, 2015

Mayor

City Clerk

Schedule A

FORM_C_V19 (Charge)

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

PAGE 1 OF 15 PAGES

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



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

14-0359-001 (Rental 100 Housing)

Deduct LTSA Fees? Yes

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

**029-243-572 LOT 1 DISTRICT LOT 744 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
 EPP30331**

STC? YES

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

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

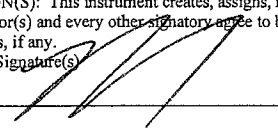
5. TRANSFEROR(S):
**0952653 B.C. LTD., INC. NO. BC0952653
 VANCOUVER CITY SAVINGS CREDIT UNION, INC. NO. FI-97 (AS TO PRIORITY)**

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

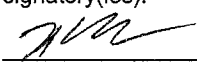
 453 WEST 12TH AVENUE
 VANCOUVER BRITISH COLUMBIA
 V5Y 1V4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

MARK W.J. FERBERS
 P.O. BOX 11140 PHONE 682-6821
 2010 1055 WEST GEORGIA STREET
 VANCOUVER, B.C. V6E 3P3
 SOLICITOR

Execution Date		
Y	M	D
14	11	21

Transferor(s) Signature(s)
 0952653 B.C. LTD. by its authorized signatory(ies):

 Print Name: **KULWANT CHAUHAN**

Print Name: _____

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Sandra M. Scherban
AS TO BOTH SIGNATURES

SANDRA MARIE SCHERBAN
A Commissioner for Taking
Affidavits for British Columbia
183 Terminal Avenue
Vancouver, B.C.
V6A 4G2

EXPIRES JULY 31, 2016

Execution Date

Y	M	D
14	12	15
14		

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS CREDIT
UNION by its authorized signatory(ies):

Kersasg Bharucha
Kersasg Bharucha
Risk Manager
Print Name: Community Credit
& Administration Department

Bruce Richter
Bruce Richter
Risk Manager
Print Name: Community Credit
& Administration Department

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting above Covenant priority over Mortgage CA3510363 (extended by CA3536888) and Assignment of Rents CA3510364 (extended by CA3536889) Page 15

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT
3795 COMMERCIAL STREET

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference April 2 2014, will be read as follows:

- (i) the Transferor, 0952653 B.C. LTD., is called the "Owner", as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner has applied, pursuant to development permit application DE416794, to redevelop the Lands with a four-storey, mixed-use building containing two commercial units on the first floor (the "Commercial Units") and nine rental dwelling units on the second to fourth floors, and providing three surface parking spaces having vehicular access from the lane, pursuant to the City's secured market rental housing policy and programme known as Rental Incentives for Rental 100 ("Rental 100");

D. In order to qualify for Rental 100:

- (i) all of the Dwelling Units must qualify as For-Profit Affordable Rental Housing;
- (ii) the Owner must register against title to the Lands, a legal instrument satisfactory to the Director of Legal Services as to form, substance and priority of registration, restricting the tenure of the Dwelling Units to rental only for the life of the Building or 60 years, whichever is longer, or such other term as the City and the Owner may agree; and
- (iii) the Owner must comply with all other applicable City-imposed conditions; and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

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

- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals;
- (b) "Building" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "Building Permit" means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
- (d) "City" and "City of Vancouver" means the Transferee, the municipality of the City of Vancouver continued under the *Vancouver Charter*;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Commercial Units" has the meaning ascribed to that term in Recital C;
- (h) "Development Permit" means the development permit issued by the City authorizing the development pursuant to development permit application DE416794;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "For-Profit Affordable Rental Housing" means a new building containing multiple dwelling units, which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units, and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) "Lands" means the parcel described in Item 2 in the Form C attached hereto;

- (n) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;
- (p) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (q) "Owner" means the registered owner of the Lands, being 0952653 B.C. LTD. as of the Commencement Date, and includes any and all of the his respective assigns and successors as registered or beneficial owner of the Lands;
- (r) "Rental 100" has the meaning ascribed to that term in Recital C;
- (s) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(b);
- (t) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the 60 year anniversary of the Commencement Date; or
 - (ii) the date as of which the Building is demolished or substantially destroyed;
- (u) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755; and
- (v) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c.55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) Time. Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

**ARTICLE 2
USE OF LANDS AND BUILDING**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the Building, that, during the Term:
 - (a) the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish the Building, being a four-storey, mixed-use building containing two commercial units on the first floor and nine rental Dwelling Units on the second to fourth floors, and providing three surface parking spaces having vehicular access from the lane, in accordance with the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) all Dwelling Units will 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) will also contain not less than the same number and type of replacement Dwelling Units as the Building formerly contained, which replacement Dwelling Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Dwelling Unit hereinafter referred to as a "Replacement

Dwelling Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Units (or Replacement Dwelling Unit, as applicable) for a term of less than 30 consecutive days;
- (e) it will not suffer, cause or permit, beneficial or registered title to any of the Dwelling Units (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 7.8;
- (f) it will not suffer, cause or permit, the Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan, subject to Article 3;
- (g) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) it will keep and maintain the Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair and in a safe, clean, neat and tidy condition;
- (i) if the Building or any part thereof is damaged, it 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;
- (j) it will insure the Building (or any replacement building(s) on the Lands, as applicable) to the full replacement cost against perils normally insured against in Vancouver, British Columbia by reasonable and prudent owners of similar buildings and lands;
- (k) prior to the issuance of an occupancy permit for the Building or any part thereof, it will provide the City with such proof of the insurance required to be taken out pursuant to Section 2.1(j), in form and substance satisfactory to the City, and thereafter and throughout the Term, forthwith upon request by the City, it will provide the City with similar proof of insurance; and
- (l) in the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the Commencement Date, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the Building pursuant to this Agreement for the duration of the Term.

**ARTICLE 3
SUBDIVISION OF LANDS AND BUILDING**

3.1 Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to:
 - (i) a subdivision of the Lands and Building by the deposit of an air space subdivision plan, provided that all the Dwelling Units (or all the Replacement Dwelling Units, as applicable) are thereafter contained and remain within one legal parcel (the "Dwelling Units ASP") and all the Commercial Units are thereafter contained and remain within another legal parcel thereafter (the "Commercial Units ASP"); or
 - (ii) a subsequent subdivision of the Commercial Units ASP by the deposit of a strata plan;
- (b) following such subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to the Commercial Units ASP, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of the Commercial Units ASP; provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Dwelling Units (or the Replacement Dwelling Units, as applicable) or the Dwelling Units ASP, as applicable, pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 4
RECORD KEEPING**

- 4.1 Record Keeping. The Owner will keep accurate records pertaining to the use and rental of the Dwelling Units (and any Replacement Dwelling Unit, as applicable) as For-Profit Affordable Rental Housing, such records to be to the satisfaction of the Managing Director of Social Development. At the request of the Managing Director of Social Development, from time to time, the Owner will make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other

laws which place limitations on such disclosure.

**ARTICLE 5
RELEASE AND INDEMNITY**

5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.
- (c) The indemnities in this Article 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b),

the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 NOTICES

- 6.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal

service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

- (b) if personally delivered, on the date when delivered.

If to the City, addressed to:
 City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4

Attention: Managing Director of Social Development
 with copy to Director of Legal Services

If to the Owner, addressed to:
 0952653 B.C. LTD.
 2249 West 35th Avenue
 Vancouver, British Columbia
 V6M 1J4

Attention: President

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

ARTICLE 7 MISCELLANEOUS

- 7.1 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.
- 7.2 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 7.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 7.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise

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

- 7.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 7.7 Further Assurances. Each party will 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.
- 7.8 Sale of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Section 2.1(e), the Owner will 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 will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 7.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 7.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3510363 (extended by CA3536888) and the Assignment of Rents registered under number CA3510364 (extended by CA3536889);
- (b) "Existing Chargeholder" means VANCOUVER CITY 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 respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION


Authorization to enter into a Housing Agreement Re: 671 Cordova Street

On or about February 3, 2014, the Director of Planning approved Development Application Number DE417311 to redevelop the referenced lands with interior and exterior alterations, to add to the rear new exit stairs and to change the use of the existing basement storage area to provide four additional dwelling units for a total of 16 dwelling units, subject to a number of conditions, including a condition that the owner first enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* securing all 16 dwelling units proposed in this application as rental housing for 60 years or the life of the building, whichever is greater, and to include registrable covenants 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 Managing Director of Social Development and the Director of Legal Services.

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

Director of Legal Services
January 20, 2015

671 Cordova Street

 BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 671 Cordova Street**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

PID: 029-349-931

Lot A Block 52 District Lot 196 Group 1 New
Westminster District Plan EPP42796

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 _____, 2015

Mayor

City Clerk

Schedule A

FORM_C_V19 (Charge)

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

PAGE 1 OF 4 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)

14-1324-002 (Housing & Building Use)

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
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):
679 EAST CORDOVA STREET HOLDINGS LTD. , INC. NO. BC0954292
CANADIAN WESTERN BANK

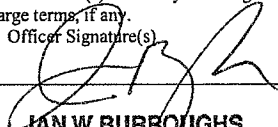
6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER BRITISH COLUMBIA
V5Y 1V4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)


IAN W BURROUGHS
BARRISTER & SOLICITOR
300-5687 YEW STREET
VANCOUVER, B.C. V6M 3Y2
TELEPHONE: (604) 263-2565

Execution Date

Y	M	D
14	10	24

Transferor(s) Signature(s)

679 EAST CORDOVA STREET
HOLDINGS LTD. by its authorized
signatory(ies):


Peter Ketler, Director


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)



(As to all signatures)

Cheryl S. Chiang
*A Commissioner for taking
Affidavits for British Columbia*
100, 19915 - 64th Avenue
Langley, BC V2Y 1G9

Execution Date

Y	M	D
14		
14	10	31

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

CANADIAN WESTERN BANK by its
authorized signatory(ies):

Print Name:


BERT MONSMA
A/P. COMM. BKG.

Print Name:


DAN TELLET
SENIOR MANAGER
COMMERCIAL BANKING

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

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

**029-349-931 LOT A BLOCK 52 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP42796**

STC? YES

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

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting above Section 219 Covenant priority over Mortgage CA3597168 and the Assignment of Rents registered under number CA3597169 Page 16

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

**HOUSING AGREEMENT AND BUILDING USE COVENANT
671 EAST CORDOVA STREET**

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference September 25, 2014, shall be read as follows:

- (i) the Transferor, 679 East Cordova Street Holdings Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. By development permit application no. DE417311 (the "Development Permit Application"), the Owner applied to redevelop the Lands with interior and exterior alterations, to add to the rear new exit stairs and to change the use of the existing basement storage area to provide four additional dwelling units for a total of sixteen dwelling units (as more particularly described in Section 1.1, the "Housing Units"), which application was considered by the City's Director of Planning and approved in principle, subject to, among other things, fulfillment of the condition that the Owner execute a housing agreement to secure all 16 units in this development as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development (the "Rental Housing Condition"); and

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

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;

- (b) "Building" means the building on the Lands renovated and finished as contemplated by the Development Permit, and includes any portion of any such building, 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 Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (d) "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;
- (e) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (f) "Development" means the development on the Lands described in Recital C and approved by the Development Permit;
- (g) "Development Permit" means a development permit issued as a result of the Development Permit Application;
- (h) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (i) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) "Housing Units" means sixteen dwelling units to be contained within the Building upon its completion, as part of the Development, which units will comply with the terms hereof applicable to the same, and "Housing Unit" means any one of them, and those terms include each and all housing units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (k) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (n) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;

- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) "Owner" means 679 East Cordova Street Holdings Ltd. and all of its assigns, successors and successors in title to the Lands;
- (q) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (r) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (s) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (t) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (u) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any

section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Building and the Housing Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the Housing Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Housing Unit to be sold or otherwise transferred unless title to the Lands, including the Building and every Housing Unit, is sold or otherwise transferred to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of Lands, the Building and the Housing Units;

- (e) throughout the Term, it will not suffer, cause or permit the Lands or the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (f) throughout the Term, any sale of the Lands, the Building or a Housing Unit in contravention of the covenant in Section 2.1(d), and any subdivision in contravention of Section 2.1(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) it will insure, or cause to be insured, the Lands, the Building, the Housing Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (h) throughout the Term, it will keep and maintain the Lands, the Building, the Housing Units and all parts thereof in good repair and in a safe, clean, neat and tidy condition in keeping with normal landlord practices in Vancouver and the City's Standards of Maintenance By-law. If the Lands, the Building, the Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 RECORD KEEPING

- 3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Housing Units in keeping with the terms of this Agreement, the *Residential Tenancy Act* and applicable City by-laws, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 4 ENFORCEMENT

- 4.1 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.

ARTICLE 5 RELEASE AND INDEMNITY

- 5.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to

indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:

- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 5.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk

With concurrent copies to the Managing Director of Social Development
and the Director of Legal Services

(b) If to the Owner:

679 East Cordova Street Holdings Ltd.
3540 Barmond Avenue
Richmond, British Columbia
V7E 1A3

Attention: President

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
- (d) if personally delivered, on the date when delivered,

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

ARTICLE 7 MISCELLANEOUS

- 7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.
- 7.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.3 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.
- 7.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised

in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 7.5 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.
- 7.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 7.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 7.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 7.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3597168 and the Assignment of Rents registered under number CA3597169;
- (b) "Existing Chargeholder" means CANADIAN WESTERN BANK;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Water Works By-law amending By-law
Re: Housekeeping**

On December 16, 2014, Council enacted a by-law to modernize the wording and reorganize the numbering of the Water Works By-law. This By-law corrects several minor housekeeping errors.

Director of Legal Services
January 20, 2015

 BY-LAW NO. _____

**A By-law to amend Water Works By-law No. 4848
regarding housekeeping**

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. 4848.
2. Council:
 - (a) in section 2.13(a), strikes out the words “of this By-law”;
 - (b) in section 5.4, strikes out the words “shall be refunded” wherever they occur, and substitutes “will be credited to the customer’s account”;
 - (c) strikes out “PART V BILLING AND COLLECTION” and substitutes “Part VI BILLING AND COLLECTION”;
 - (d) strikes out “PART VI GENERAL” and substitutes “PART VII OFFENCES AND PENALTIES”; and
 - (e) in section 6.17, strikes out “30 days 30 days” and substitutes “30 days”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**A Housekeeping By-law to repeal
Water Lot Moorage By-law No. 8336**

This By-law, which restricts moorage of boats on certain water lots in False Creek owned or leased by the City, was enacted in 2001. It has been superseded by a Memorandum of Understanding between the Government of Canada, as represented by Transport Canada, and the City of Vancouver. That Memorandum of Understanding provides for enforcement of federal Vessel Operation Restriction Regulations, enacted pursuant to the Canada Shipping Act 2001, in the waters of False Creek, including those water lots owned or leased by the City referenced in Water Lot Moorage By-law 8336, such enforcement to be carried out by the City of Vancouver on behalf of Transport Canada. The Vessel Operation Restriction Regulations prohibit any person from anchoring a vessel within the waters of False Creek without obtaining a permit issued by the Ministry of Transport, subject to certain exceptions. As a result of the Memorandum of Understanding, the Water Lot Moorage By-law is not necessary and is not applied.

It is recommended that this By-law be repealed as a housekeeping matter, as its presence on the City website may cause confusion for the public.

Director of Legal Services
January 20, 2015

 BY-LAW NO. _____

A Housekeeping By-law to repeal Water Lot Moorage By-law No. 8336

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

1. Council repeals Water Lot Moorage By-law No. 8336.
2. 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.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**Vehicles for Hire By-law amending By-law
Re: 20 full-time wheelchair accessible taxicabs
approved by the Passenger Transportation Board**

The attached By-law will further implement Council's resolution of October 1, 2014, to place a six month moratorium on the issuance of new licenses for taxicabs and dual taxicabs. That resolution provided that the moratorium would not apply to any additional full-time accessible taxis which might be approved by the Passenger Transportation Board pursuant to an application by the Vancouver Taxi Association that was pending at the time of Council's resolution. Subsequently, on December 10, 2014, the Passenger Transportation Board approved 20 new full-time wheelchair accessible taxis pursuant to that application.

Director of Legal Services
January 20, 2015



BY-LAW NO. _____

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding licences for 20 full-time wheelchair accessible taxis
approved by the Passenger Transportation Board**

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

1. This By-law amends the indicated provisions and schedules of the Vehicles for Hire By-law No. 6066.
2. In section 7 (5), Council strikes out “apart from renewals of existing licences,” and substitutes “apart from renewals of existing licences and new licences for 20 full-time wheelchair accessible taxis approved by the Passenger Transportation Board on December 10, 2014,”.
3. In section 23(1), Council strikes out “113” and substitutes “133”.
4. 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.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2015

Mayor

City Clerk

EXPLANATION**Solid Waste By-law No. 8417 amending By-law
Regarding a miscellaneous amendment**

On December 16, 2014, Council approved amendments of the By-law to include a new definition without deleting the old definition. This By-law will correct that oversight.

Director of Legal Services
January 20, 2015

