

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1412-1424 East 41<sup>st</sup> Avenue**

The owner of the subject lands has applied to rezone them to enable it to develop a four-storey mixed use commercial and residential building, containing 42 units of for-profit affordable rental housing, and following public hearing on February 18, 2014, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development, on terms and conditions satisfactory to the Managing Director of Social Development and the Director of Legal Services and subject to further terms and conditions imposed by Council.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagees that satisfies the conditions imposed by Council. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services  
May 26, 2015

1412-1424 East 41<sup>st</sup> Avenue



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

**A By-law to enact a Housing Agreement  
for 1412-1424 East 41<sup>st</sup> Avenue**

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: 029-426-791                      Lot A Block 1 District Lot 715 Group 1 NWD Plan  
EPP44615

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 18 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)

**Pryke Lambert Leathley Russell LLP**  
Barristers & Solicitors  
Suite 500 North Tower, 5811 Cooney Road  
Richmond BC V6X 3M1

Telephone: 604-276-2765  
File No. 97798/1349060  
Rental 100 Housing Agreement and  
Bldg Use Covenant

Deduct LTSA Fees? Yes

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

**029-426-791 LOT A BLOCK 1 DISTRICT LOT 715 GROUP 1 NWD PLAN EPP44615**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

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

(b)  Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE  
VANCOUVER

BRITISH COLUMBIA  
CANADA

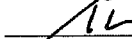
V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

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.

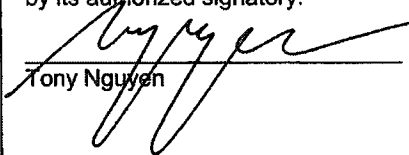
Officer Signature(s)

  
\_\_\_\_\_  
**TONY S.T. KWAN**  
Barrister & Solicitor  
Suite 500 North Tower  
5811 Cooney Road  
Richmond, BC V6X 3M1

Execution Date		
Y	M	D
15	04	21

Transferor(s) Signature(s)

**CHRISTA VINA INVESTMENT LTD.**  
by its authorized signatory:

  
\_\_\_\_\_  
Tony Nguyen

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)

\_\_\_\_\_



Shelley J. Cabico  
A Commissioner for Taking  
Affidavits for British Columbia  
Vancouver City Savings Credit Union  
5th Floor, 183 Terminal Avenue  
Vancouver, B.C. V6A 4G2  
Tel: 604-877-8463  
Expiry Date: April 30, 2016  
As to ALL signatures

\_\_\_\_\_

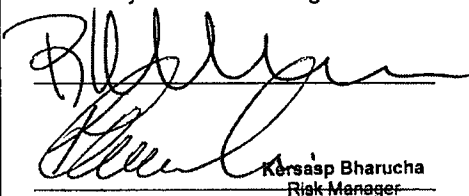
Execution Date		
Y	M	D
15		
15	04	27

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER  
by its authorized signatories:

\_\_\_\_\_  
\_\_\_\_\_

VANCOUVER CITY SAVINGS CREDIT  
UNION by its authorized signatories:



Karsasp Bharucha  
Risk Manager  
Community Credit  
& Administration Department

\_\_\_\_\_

OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Agreement

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Statutory Right of Way herein priority over Mortgage CA1914394 and Assignment of Rents CA1914395

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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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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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

**5. TRANSFEROR(S):**

**CHRISTA VINA INVESTMENT LTD., Inc.No. BC0842311 (Covenant) and VANCOUVER CITY  
SAVINGS CREDIT UNION (Priority Agreement)**

**TERMS OF AGREEMENT - PART 2**

**RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT  
1412 - 1424 EAST 41<sup>ST</sup> AVENUE**

**WHEREAS:**

A. It is understood and agreed that this instrument and Agreement, dated for reference April 10, 2015, will be read as follows:

- (i) the Transferor, Christa Vina Investment 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands which, prior to the consolidation and dedications required as conditions of rezoning approval mentioned below, consisted of the following properties in Vancouver, British Columbia, formerly legally known and described as:

- (i) PID: 024-729-604, Parcel 1 Block 1 District Lot 715 Group 1 New Westminster District Plan LMP45258 (with a civic address of 1412 East 41<sup>st</sup> Avenue); and
- (ii) PID: 003-168-590, Lot D Block 1 District Lot 715 Plan 8370 (with a civic address of 1424 East 41<sup>st</sup> Avenue);

and now legally known and described as PID: 029-426-791, Lot A Block 1 District Lot 715 Group 1 New Westminster District Plan EPP44615;

C. The Owner has made an application to rezone (the "Rezoning Application") 1412 East 41<sup>st</sup> Avenue from C-1 (Commercial) District and 1424 East 41<sup>st</sup> Avenue from RS-1 (One Family Dwelling) District, both to CD-1 (Comprehensive Development) District and to increase the allowable floor space ratio and height applicable to the Lands to enable the development of a four-storey mixed use commercial and residential building, containing 42 dwelling units, all of which dwelling units will be secured as for-profit affordable rental housing;

D. The City's elected council has conditionally approved such application subject to the condition that the Owner, among other matters:

*Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all residential units as for-profit affordable rental housing units pursuant to the City's Short Term Incentives for Rental Housing (STIR) Program for 60 years or life of the building, whichever is greater, subject to a no separate-sales covenant and a non-stratification covenant, and subject to all such units being made available as rental housing for a term of not less than one month at a time, and on such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require for such residential units to comply*

with the requirements of the STIR Program and in particular section 3.1A of the applicable Development Cost Levy By-Law;

The Housing Agreement to secure the rental units will include:

- a. A rent roll indicating the initial monthly rents for each rental unit;
- b. A covenant from the owner to submit, prior to issuance of an occupancy permit, a finalized rent roll to the satisfaction of the Managing Director of Social Development and Director of Legal Services that reflect the rental rates in the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage; and
- c. Such other terms and conditions as the Director of Legal Services may require;

E. The STIR Program has been replaced by the City's secured market rental housing policy and program known as Rental Incentives for Rental 100 ("Rental 100");

F. 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

G. 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"** **"Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (h) **"Development Permit"** means the development permit issued by the City authorizing the development pursuant to development permit application DE413542;
- (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 Christa Vina Investment 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 E;
- (s) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(b);
- (t) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (u) "Rezoning By-law" means the by-law enacted pursuant to the Rezoning Application;
- (v) "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 issuance of the final Occupancy Permit for the Building; or
  - (ii) the date as of which the Building is demolished or substantially destroyed;
- (w) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (x) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755; and
- (y) "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 containing 42 Dwelling Units as well as commercial space, in accordance with the conditions of enactment of the Rezoning By-law, 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) 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 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 6.8;
- (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;
- (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 by reasonable and prudent owners of similar buildings and lands;
- (k) as of the Commencement Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A;
- (l) prior to the issuance of an Occupancy Permit for the Building or any part thereof, the Owner will provide the City with a finalized rent roll to the satisfaction of the Managing Director of Social Development and Director of Legal Services, that reflects the rental rates that will apply to the first occupants of the Dwelling Units, on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage, and that is consistent with the requirements of Section 3.1A of the Vancouver DCL By-law; and
- (m) in the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, 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  
BUILDING PERMIT RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Lands and the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing when the Building Permit is issued; and
    - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
  - (b) without limiting the general scope of Article 6, 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 a Building Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Lands and the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Managing Director of Social Development:
      - (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing; and

- (B) proof of the insurance required to be taken out pursuant to Section 2.1(j);
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
RECORD KEEPING**

- 5.1 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 6  
RELEASE AND INDEMNITY**

- 6.1 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:
    - (iii) 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
    - (iv) 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 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 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 6.26.2(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.

- (b) 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 7 NOTICES

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

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

If to the Owner, addressed to:

**Christa Vina Investment Ltd.**  
5407 Victoria Drive  
Vancouver, British Columbia  
V5P 3V9

Attention: President

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



**ARTICLE 8  
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 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.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* as amended from time to time and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 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.
- 8.8 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 8.8 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).

8.9 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.

8.10 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.

## SCHEDULE A

Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate
1	1 BED + STOR. & ENCL. BAL.	569 s.f. + 40 s.f.	\$1507
2	1 BED + STOR. & ENCL. BAL.	590 s.f. + 40 s.f.	\$1561
3	1 BED + STOR. & ENCL. BAL.	590 s.f. + 40 s.f.	\$1561
4	2 BED & ENCL. BAL	695 s.f.	\$1972
5	2 BED + PATIO	618 s.f.	\$1754
6	1 BED + PATIO	508 s.f.	\$1344
7	1 BED + STORAGE & PATIO	557 s.f. + 40 s.f.	\$1476
8	1 BED + STORAGE & PATIO	533 s.f. + 40 s.f.	\$1412
9	1 BED + PATIO	423 s.f.	\$1120
10	STUDIO + PATIO	334 s.f.	\$981
11	STUDIO + PATIO	403 s.f.	\$1184
12	1 BED + STOR. & ENCL. BAL.	519 s.f. + 40 s.f.	\$1375
13	STUDIO	422 s.f.	\$1242
14	STUDIO	331 s.f.	\$973
15	1 BED + STOR. & ENCL. BAL.	509 s.f. + 36 s.f.	\$1348
16	1 BED + STOR. & ENCL. BAL.	569 s.f. + 40 s.f.	\$1507
17	1 BED + STOR. & ENCL. BAL.	590 s.f. + 40 s.f.	\$1561
18	1 BED + STOR. & ENCL. BAL.	590 s.f. + 40 s.f.	\$1561
19	2 BED & ENCL. BAL	695 s.f.	\$1972
20	2 BED + DECK	618 s.f.	\$1754
21	1 BED + DECK	508 s.f.	\$1344
22	1 BED + STORAGE & PATIO	557 s.f. + 40 s.f.	\$1476
23	1 BED + STORAGE & PATIO	533 s.f. + 40 s.f.	\$1412
24	1 BED + PATIO	423 s.f.	\$1120
25	STUDIO + JULIETTE BAL	334 s.f.	\$981
26	STUDIO + PATIO	403 s.f.	\$1184
27	1 BED + STOR. & ENCL. BAL.	519 s.f. + 40 s.f.	\$1375
28	STUDIO	422 s.f.	\$1242
29	STUDIO	331 s.f.	\$973
30	1 BED + STOR. & ENCL. BAL.	509 s.f. + 36 s.f.	\$1348
31	1 BED + STOR. & PATIO	458 s.f. + 40 s.f.	\$1213
32	1 BED + STOR. & PATIO	481 s.f. + 40 s.f.	\$1274
33	1 BED + PATIO	481 s.f.	\$1274
34	STUDIO + PATIO	332 s.f.	\$976
35	1 BED + PATIO	437 s.f.	\$1158
36	STUDIO + PATIO	344 s.f.	\$1011
37	STUDIO + PATIO	320 s.f.	\$940
38	STUDIO + PATIO	341 s.f.	\$1002
39	1 BED + PATIO	356 s.f.	\$943
40	1 BED + PATIO	377 s.f.	\$999
41	STUDIO + PATIO	412 s.f.	\$1211
42	1 BED + STOR. & PATIO	394 s.f. + 36 s.f.	\$1044

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA1914394 and the Assignment of Rents registered under number CA1914395;
- (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

**Subdivision By-law No. 5208 amending By-law  
Re: 5430-5450 Oak Street**

Enactment of the attached By-law will delete 5430-5450 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 17, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
May 26, 2015

5430-5450 Oak Street



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:

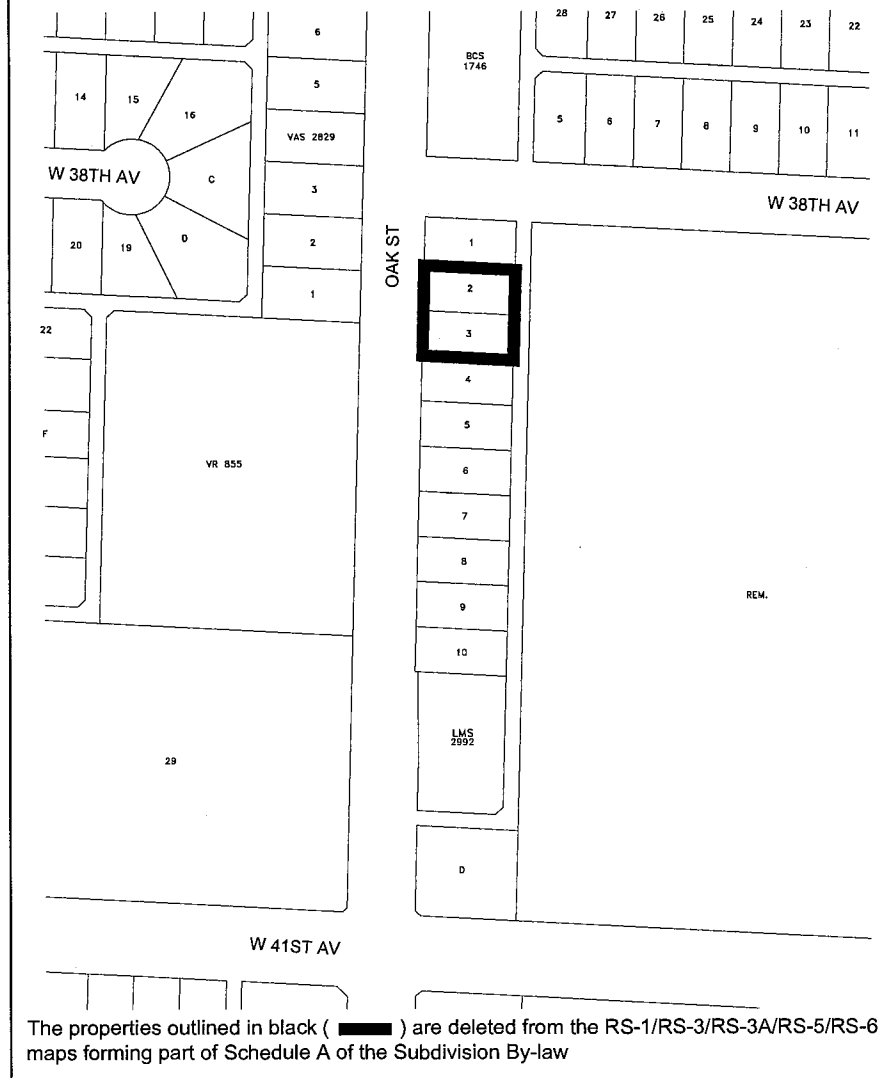
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 2 to 3, Block 865, District Lot 526, Plan 8170; PIDs: 006-445-454 and 009-432-566 respectively from the RS-1 maps forming 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

5430-5450 Oak Street

map: 1 of 1  
scale: NTS



City of Vancouver

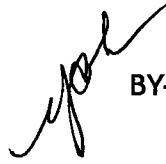
**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 5508-5542 Oak Street**

Enactment of the attached By-law will delete 5508-5542 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 17, 2015, dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
May 26, 2015



5508-5542 Oak Street



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:

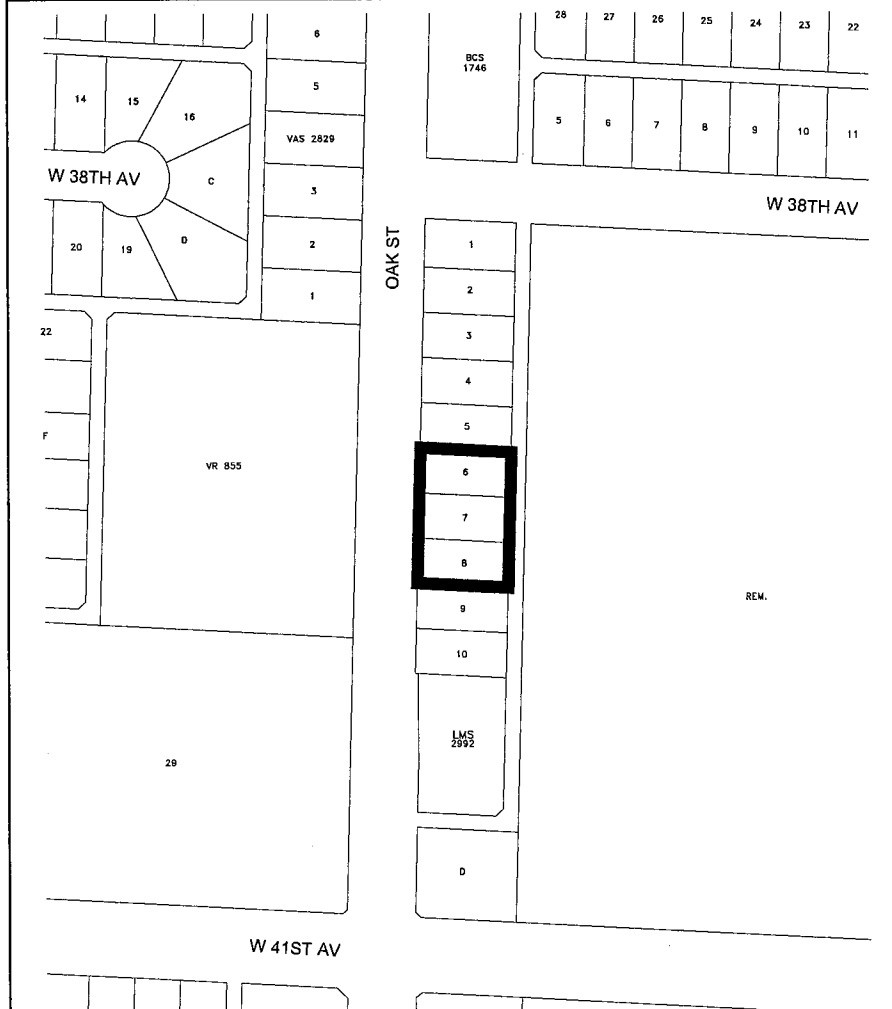
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 6 to 8, Block 865, District Lot 526, Plan 8170; PIDs: 010-258-566, 008-021-180 and 010-258-698 respectively from the RS-1 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

5508-5542 Oak Street

map: 1 of 1  
scale: NTS



City of Vancouver

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 6070-6090 Oak Street**

Enactment of the attached By-law will delete 6070-6090 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 17, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
May 26, 2015

6070-6090 Oak Street



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:

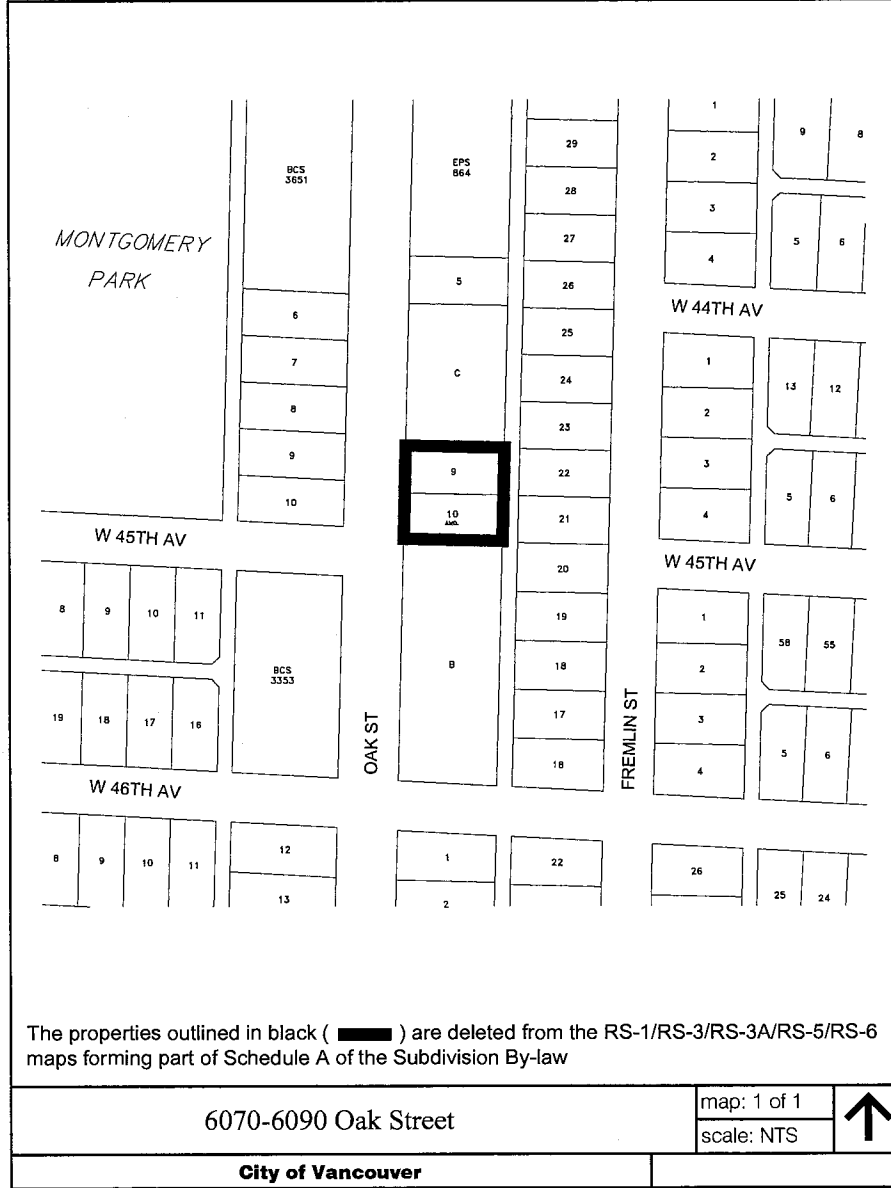
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot 9, Block 1 of Block 1008, District Lot 526, Plan 10897 and Amended Lot 10 (See 442324L) Block 1 of Block 1008, District Lot 526; PIDs: 009-247-173, 008-021-180 and 009-247-688 respectively from the RS-1 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

6070-6090 Oak Street

map: 1 of 1  
scale: NTS



City of Vancouver

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 2610 Victoria Drive**

After the public hearing on April 28, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
May 26, 2015

2610 Victoria Drive



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

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

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:  
"2610 Victoria Drive CD-1 (568) By-law No. 10933 B (C-2)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a Housing Agreement**  
**Re: 3503-3523 East Hastings Street and 394-398 Skeena Street**

The owner of these lands has applied to rezone them to enable it to increase the allowable floor space ratio and height applicable so that it can build a six-storey mixed use commercial and residential building, containing 85 dwelling units, all of which will be secured as for-profit affordable rental housing, and following public hearing on September 16, 2014, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development on the terms and conditions set forth in the minutes of the public hearing:

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

Director of Legal Services  
May 26, 2015





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 18 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)
Paulina Kam, LANDO & COMPANY LLP, Barristers and Solicitors
PO Box 11140
2010 - 1055 West Georgia Street
Vancouver BC V6E 3P3
File No.: 55708/0014 Rental 100 Housing Agreement
Client No.: 010394
Phone No.: 604-682-6821

Deduct LTSA Fees? Yes [X]

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]
NO PID NMBR LOT A TOWN OF HASTINGS SUBURBAN LANDS PLAN EPP49481

STC? YES
Related Plan Number: EPP49481

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) [X] Express Charge Terms Annexed as Part 2
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
SEE SCHEDULE

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

7. ADDITIONAL OR MODIFIED TERMS:

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)
[Signature]
PAULINA KAM
P.O. BOX 11140 PHONE 682-6821
2010 - 1055 WEST GEORGIA STREET
VANCOUVER, B.C. V6E 3P3
SOLICITOR

Table with 3 columns: Y, M, D. Values: 15, 05, 12

Transferor(s) Signature(s)
HASTINGS NORTHVIEW HOLDCO LTD. by its authorized signatory (ies):

Print Name: Es Kolic

Print Name:

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

LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
15	05	14

\_\_\_\_\_

CITY OF VANCOUVER by its  
authorized signatory(ies):

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

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

  
\_\_\_\_\_

Lisa M. Kudo  
Notary Public in and for  
The Province of Ontario  
100 University Ave., 8<sup>th</sup> Flr.  
Toronto, ONTARIO M5J 2Y1  
416 263-9324

15 05 14

COMPUTERSHARE TRUST  
COMPANY OF CANADA by its  
authorized signatory(ies):

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

  
Annie Yang Lu  
Professional, MBS

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

  
Aaron Cao  
Administrator, MBS

OFFICER CERTIFICATION:

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



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

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

**5. TRANSFEROR(S):**

HASTINGS NORTHVIEW HOLDCO LTD. (Inc. No. BC0993167) (as to Section 219 Covenant)  
COMPUTERSHARE TRUST COMPANY OF CANADA (Inc. No. A-52313) (as to Priority)

## TERMS OF AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT  
3503 - 3523 EAST HASTINGS STREET & 394 - 398 SKEENA STREET

## WHEREAS:

A. It is understood and agreed that this instrument and Agreement will be read as follows:

- (i) the Transferor, Hastings Northview Holdco 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 continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;

B. The Owner is the registered of the Lands, which, prior to the consolidation and dedications required as prior-to conditions of the Rezoning By-law, consisted of properties located at 3503-3523 East Hastings Street and 394-398 Skeena Street in Vancouver, British Columbia, legally known and described as:

- (i) PID: 011-780-622, Lot 22 of Lot 47 Town of Hastings Suburban Lands Plan 4160;
- (ii) PID: 011-780-631, Lot 23 of Lot 47 Town of Hastings Suburban Lands Plan 4160;
- (iii) PID: 011-780-649, Lot 24 of Lot 47 Town of Hastings Suburban Lands Plan 4160; and
- (iv) PID: 007-191-189, Lot A of Lot 47 Town of Hastings Suburban Lands Plan 18237;

C. The Owner made an application to rezone the Lands (the "Rezoning Application") from C-2C1 (Commercial/Residential) District to CD-1 (Comprehensive Development) District, to increase the allowable floor space ratio and height applicable to the Lands to enable the development of a six-storey mixed use commercial and residential building, containing 85 dwelling units, all of which will be secured as for-profit affordable rental housing, and after a public hearing to consider the Rezoning Application, the Rezoning Application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the Rezoning By-law, the Owner:

*"Make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services, to secure all residential units as market rental housing units for 60 years or life of the building, whichever is greater, consistent with the provisions for the construction of for-profit affordable rental housing as described in Section 3.1A of the Vancouver Development Cost Levy By-law ("Rental 100") by means of a Housing Agreement to be entered into with the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter, which will include the following additional conditions:*

- (i) *a no separate-sales covenant;*

- (ii) *a non-stratification covenant;*
- (iii) *that all such units must be made available as rental housing for a term of not less than one month at a time;*
- (iv) *that a rent roll must be provided by the owner which indicates the proposed initial monthly rents for each rental unit;*
- (v) *a covenant from the owner to, prior to issuance of an occupancy permit, submit a finalized rent roll to the satisfaction of the Managing Director of Social Development and the Director of Legal Services that reflects the initial monthly rents as of occupancy in accordance with the Housing Agreement on either a per unit or a per square foot basis in order to address potential changes in unit mix and/or sizes between the rezoning and development permit stage;*
- (vi) *that the owner must comply with the Tenant Relocation Plan in Appendix F to the Policy Report to Council dated June 24, 2014 (VanRIMS No.: 08-2000-20); and*
- (vii) *such other terms and conditions as the Managing Director of Social Development and the Director of Legal Services may require."*

D. 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 INTERPRETATION

1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **"Agreement"** means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
- (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"** have the meaning ascribed to those terms in Recital A(ii);

- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"For-Profit Affordable Rental Housing"** means a new building containing multiple Dwelling Units, which as of the Effective Date 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"**; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply;
- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (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, judgements, builders liens, 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 as of the Effective Date, namely Hastings Northview Holdco Ltd., and its successors and assigns;



- (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(c);
- (t) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (v) "Rezoning By-law" means the by-law enacted pursuant to the Rezoning Application;
- (w) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the Building; or
  - (ii) the date as of which the Building is demolished or substantially destroyed;
- (x) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (y) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (z) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

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 Effective Date 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 containing 85 Dwelling Units as well as commercial space, in accordance with the conditions of enactment of the Rezoning By-law, 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 one month at a time;
  - (e) 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 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 8.8;

- (f) it will not suffer, cause or permit, the Lands or 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;
- (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 Lands or 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 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;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units are as set forth in rent roll attached hereto as Schedule A; and
- (m) in the event of the substantial or complete destruction or demolition of the Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, 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 RECORD KEEPING

- 3.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for 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

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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 4  
BUILDING PERMIT RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Lands and the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents proposed to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing when the Building Permit is issued; and
    - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and
  - (b) without limiting the general scope of Article 6, 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 a Building Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5  
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Lands and the Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Managing Director of Social Development confirming the rents to be charged to the first occupants of the Dwelling Units following issuance of the Occupancy Permit for the Building, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing as of the date when the Building Permit was issued; and

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 5.

**ARTICLE 6  
RELEASE AND INDEMNITY**

6.1 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:
  - (iii) by reason of the City or City Personnel:
    - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building;
    - 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
  - (iv) 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 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 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.
- (b) 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 7  
NOTICES**

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

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

If to the Owner, addressed to:

Hastings Northview Holdco Ltd.  
TH-J - 1111 Marinaside Crescent  
Vancouver, British Columbia  
V6Z 2Y3

Attention: President

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

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 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.

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- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 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.
- 8.8 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 8.8 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).
- 8.9 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.

8.10 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.

SCHEDULE A

Schedule A - Housing Agreement 85 Units

Unit	Unit Type	Size of Unit	Monthly Rental	
			Rate	Monthly PSF
101	1 Bed	642 sqft	\$ 1,400	\$ 2.18
102	2 Bed	860 sqft	\$ 1,750	\$ 2.03
103	3 Bed	939 sqft	\$ 2,000	\$ 2.13
201	2 Bed	712 sqft	\$ 1,570	\$ 2.21
202	Studio	388 sqft	\$ 970	\$ 2.50
203	Studio	353 sqft	\$ 970	\$ 2.47
205	2 Bed	856 sqft	\$ 1,540	\$ 1.80
206	2 Bed	834 sqft	\$ 1,310	\$ 1.81
207	1 Bed	595 sqft	\$ 1,235	\$ 2.08
208	1 Bed	577 sqft	\$ 1,210	\$ 2.10
209	1 Bed	577 sqft	\$ 1,210	\$ 2.10
210	1 Bed	577 sqft	\$ 1,210	\$ 2.10
211	1 Bed	577 sqft	\$ 1,210	\$ 2.10
212	1 Bed	570 sqft	\$ 1,210	\$ 2.12
215	2 Bed	795 sqft	\$ 1,500	\$ 1.89
216	Studio	383 sqft	\$ 970	\$ 2.53
217	Studio	383 sqft	\$ 970	\$ 2.53
218	1 Bed	515 sqft	\$ 1,160	\$ 2.25
219	2 Bed	776 sqft	\$ 1,510	\$ 1.95
220	2 Bed	720 sqft	\$ 1,435	\$ 1.99
301	2 Bed	712 sqft	\$ 1,580	\$ 2.22
302	Studio	388 sqft	\$ 990	\$ 2.53
303	Studio	353 sqft	\$ 980	\$ 2.49
305	2 Bed	856 sqft	\$ 1,550	\$ 1.81
306	2 Bed	834 sqft	\$ 1,520	\$ 1.82
307	1 Bed	595 sqft	\$ 1,245	\$ 2.09
308	1 Bed	577 sqft	\$ 1,220	\$ 2.11
309	1 Bed	577 sqft	\$ 1,220	\$ 2.11
310	1 Bed	577 sqft	\$ 1,220	\$ 2.11
311	1 Bed	577 sqft	\$ 1,220	\$ 2.11
312	1 Bed	570 sqft	\$ 1,220	\$ 2.14
315	2 Bed	795 sqft	\$ 1,510	\$ 1.90
316	Studio	383 sqft	\$ 980	\$ 2.56
317	Studio	383 sqft	\$ 980	\$ 2.56
318	1 Bed	515 sqft	\$ 1,170	\$ 2.27
319	2 Bed	776 sqft	\$ 1,520	\$ 1.96
320	2 Bed	720 sqft	\$ 1,445	\$ 2.01
401	2 Bed	712 sqft	\$ 1,590	\$ 2.23
402	Studio	388 sqft	\$ 990	\$ 2.55
403	Studio	353 sqft	\$ 990	\$ 2.52
405	2 Bed	856 sqft	\$ 1,560	\$ 1.82
406	2 Bed	834 sqft	\$ 1,530	\$ 1.83
407	1 Bed	595 sqft	\$ 1,255	\$ 2.11
408	1 Bed	577 sqft	\$ 1,230	\$ 2.13
409	1 Bed	577 sqft	\$ 1,230	\$ 2.13
410	1 Bed	577 sqft	\$ 1,230	\$ 2.13
411	1 Bed	577 sqft	\$ 1,230	\$ 2.13
412	1 Bed	570 sqft	\$ 1,230	\$ 2.16
415	2 Bed	795 sqft	\$ 1,520	\$ 1.91
416	Studio	383 sqft	\$ 990	\$ 2.58
417	Studio	383 sqft	\$ 990	\$ 2.58
418	1 Bed	515 sqft	\$ 1,180	\$ 2.29
419	2 Bed	776 sqft	\$ 1,530	\$ 1.97
420	2 Bed	720 sqft	\$ 1,455	\$ 2.02
501	1 Bed	458 sqft	\$ 1,310	\$ 2.86
502	Studio	388 sqft	\$ 1,080	\$ 2.78
503	Studio	353 sqft	\$ 1,080	\$ 2.75
505	1 Bed	572 sqft	\$ 1,330	\$ 2.33
506	1 Bed	601 sqft	\$ 1,380	\$ 2.30
507	1 Bed	595 sqft	\$ 1,305	\$ 2.19
508	1 Bed	577 sqft	\$ 1,305	\$ 2.26
509	1 Bed	577 sqft	\$ 1,305	\$ 2.26
510	1 Bed	577 sqft	\$ 1,380	\$ 2.39
511	1 Bed	577 sqft	\$ 1,330	\$ 2.31
512	1 Bed	570 sqft	\$ 1,305	\$ 2.29
515	2 Bed	795 sqft	\$ 1,670	\$ 2.10
516	Studio	383 sqft	\$ 1,080	\$ 2.82
517	Studio	383 sqft	\$ 1,080	\$ 2.82
518	Studio	383 sqft	\$ 1,080	\$ 2.82
519	1 Bed	571 sqft	\$ 1,380	\$ 2.42
520	2 Bed	730 sqft	\$ 1,670	\$ 2.29
PH11	1 Bed	465 sqft	\$ 1,400	\$ 3.01
PH12	Studio	381 sqft	\$ 1,200	\$ 3.15
PH13	Studio	353 sqft	\$ 1,200	\$ 3.05
PH14	2 Bed	899 sqft	\$ 1,900	\$ 2.11
PH15	Studio	486 sqft	\$ 1,200	\$ 2.47
PH16	1 Bed	495 sqft	\$ 1,400	\$ 2.83
PH17	Studio	459 sqft	\$ 1,120	\$ 2.44
PH18	1 Bed	495 sqft	\$ 1,400	\$ 2.83
PH19	Studio	459 sqft	\$ 1,200	\$ 2.61
PH10	Studio	445 sqft	\$ 1,120	\$ 2.52
PH11	1 Bed	542 sqft	\$ 1,480	\$ 2.73
PH12	1 Bed	489 sqft	\$ 1,400	\$ 2.86
PH13	2 Bed	673 sqft	\$ 1,780	\$ 2.64
PH14	1 Bed	532 sqft	\$ 1,550	\$ 2.91
		49468 sqft	\$ 111,250.00	\$ 2.25

CMHC Average Rents in Vancouver 2014 Fall Rental Report (pg 23)  
[http://www.cmhc-schl.gc.ca/odpub/esub/64467/64467\\_2014\\_A01.pdf](http://www.cmhc-schl.gc.ca/odpub/esub/64467/64467_2014_A01.pdf)

Studio	\$	1,242
One Bed	\$	1,561
Two Bed	\$	1,972

Proposed Development	
	Units
Studios	23
One Bed	38
Two Bed	23
Three Bed	1

Average Studio Size (SF)	393
Average One Bed Size (SF)	567
Average Two Bed Size (SF)	765
Average Studio PSF	\$ 2.65
Average One Bed PSF	\$ 2.31
Average Two Bed PSF	\$ 2.03

Overall Average PSF \$ 2.32

Average Rent For Studio	\$ 1,062
Average Rent for One Bed	\$ 1,287
Average Rent for Two Bed	\$ 1,572

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Rental 100 Housing Agreement and Building Use Covenant  
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**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3596935 (extended by CA3655853) and the Assignment of Rents registered under number CA3596936 (extended by CA3655854);
- (b) "Existing Chargeholder" means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (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****A By-law to amend the Zoning and Development By-law  
Re: 4949-5109 Cambie Street**

After the public hearing on June 3, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 4949-5109 Cambie 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  
May 26, 2015

4949-5109 Cambie 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 legend, notations, and references shown on the plan marginally numbered Z-678 (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 (606).

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

- (a) Multiple Dwelling; and
- (b) 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 space ratio must assume that the site consists of 7,137.3 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law and before any dedications.

4.2 Floor space ratio for all uses must not exceed 2.39.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks 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 permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions 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.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed the lesser of 20% of permitted floor area or 929 m<sup>2</sup>.

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

## Building height

5. Building height, measured from base surface, must not exceed 24.3 m.

## Setbacks

6.1 Setbacks for all storeys must be a minimum of:

- (a) 3.0 m from the east property line;
- (b) 2.4 m from the west property line;
- (c) 3.6 m from the north property line; and
- (d) 3.6 m from the south property line.

6.2 Despite the provisions of section 6.1, the Director of Planning may allow projections into the required setbacks, provided that no additional floor area is created, if:

- (a) the Director of Planning first considers all applicable Council policies and guidelines; and
- (b) portions of buildings which may project into required setbacks are:
  - (i) architectural appurtenances such as decorative exterior fins or fixed external shading devices,
  - (ii) steps,
  - (iii) balconies, eaves, bays or similar features,
  - (iv) entry porches located at the basement or first storey,
  - (v) cantilevered eaves forming part of a porch,
  - (vi) chimneys or piers,
  - (vii) underground parking and storage structures located entirely below grade,
  - (viii) access structures to underground parking, and
  - (ix) hydro and gas utility meters, vaults or similar equipment, and
  - (x) any other features which, in the opinion of the Director of Planning, are similar to any of the features listed above.

## Horizontal angle of daylight

- 7.1 Each habitable room must have at least one window on an exterior wall of a building.
- 7.2 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.
- 7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.
- 7.4 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.
- 7.5 An obstruction referred to in section 7.2 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 (606).
- 7.6 A habitable room referred to in section 7.1 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

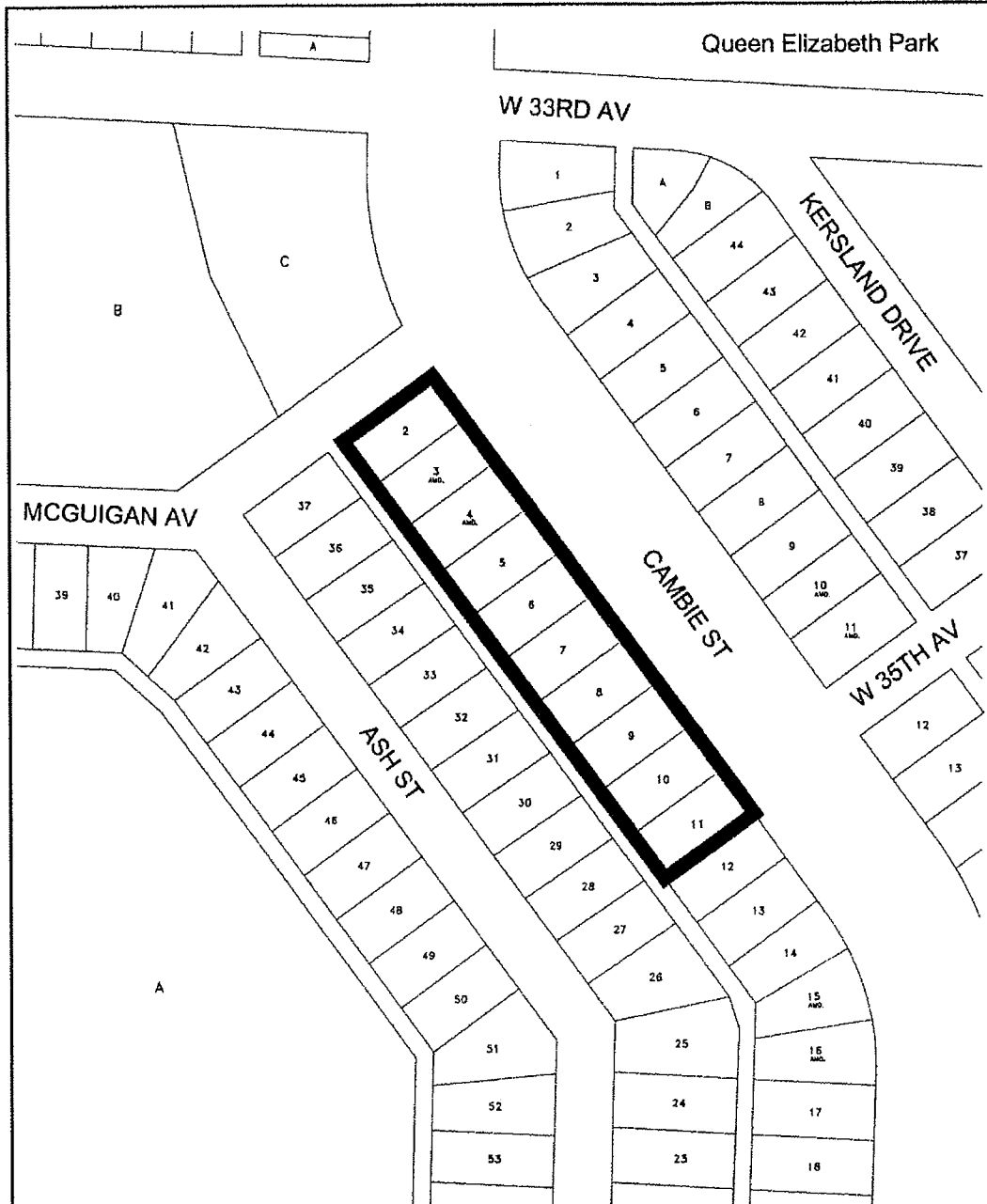
8. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level 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





Schedule A



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

**Z-678 (c)**

**RZ - 4949-5109 Cambie Street**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2013-02-25