

**EXPLANATION**

**Parking By-law amending By-law  
Re: Relaxation and Payment-in-Lieu  
411 Dunsmuir Street**

On May 27, 2015, Council approved a recommendation to accept \$121,200.00 in return for the waiver of the requirement to provide thirty commercial off-street parking spaces at 411 Dunsmuir Street, and requiring the Director of Legal Services to bring forward a By-law for enactment.

The Director of Finance has verified that the money has been received, and Council may now enact the attached By-law to implement Council's resolution and effect the waiver.

Director of Legal Services  
June 9, 2015

411 Dunsmuir Street



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

**A By-law to amend Parking By-law No. 6059**

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

1. To Schedule A of the Parking By-law, Council adds:

“ PID: 028-995-899	6 (six) commercial	\$121,200”
LOT A	off-street parking spaces	
BLOCK 35		
DISTRICT LOT 541		
GROUP 1		
NEW WESTMINSTER DISTRICT		
PLAN EPP27710		

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**

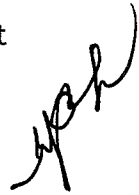
**Parking By-law amending By-law  
Re: Relaxation and Payment-in-Lieu  
219 East Georgia Street**

On May 27, 2015, Council approved a recommendation to accept \$60,600.00 in return for the waiver of the requirement to provide three residential off-street parking spaces at 219 East Georgia Street, and requiring the Director of Legal Services to bring forward a By-law for enactment.

The Director of Finance has verified that the money has been received, and Council may now enact the attached By-law to implement Council's resolution and effect the waiver.

Director of Legal Services  
June 9, 2015

219 East Georgia Street



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

**A By-law to amend Parking By-law No. 6059**

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

1. To Schedule A of the Parking By-law, Council adds:

“ DISTRICT LOT 196	3 (three) residential	\$60,600”
GROUP 1	off-street parking	
NEW WESTMINSTER DISTRICT	spaces	
STRATA PLAN EPS2073		
STRATA LOTS 1-29, TOGETHER WITH		
THE COMMON PROPERTY		

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**

**Parking By-law amending by-law  
Re: Relaxation and Payment-in-Lieu  
308 West Hastings Street**

On May 27, 2015, Council approved a recommendation to accept \$80,800.00 in return for the waiver of the requirement to provide four off-street parking spaces at 308 West Hastings Street.

The Director of Finance has verified that the money has been received, and Council may now enact the attached by-law to implement Council's resolution and effect the waiver.

Director of Legal Services  
June 9, 2015

308 West Hastings Street



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

**A By-law to amend Parking By-law No. 6059**

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

1. To Schedule A of the Parking By-law, Council adds:

"PID: 029-452-201	4 (four) commercial	\$80,800.00"
Lot 1	off-street parking spaces	
Block 26		
District Lot 541		
Group 1 New		
Westminster District		
Plan EPP44600		

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****Subdivision By-law No. 5208 amending By-law  
Re: 4949-5109 Cambie Street**

Enactment of the attached By-law will delete 4949-5109 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of June 3, 2014 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
June 9, 2015

4949-5109 Cambie 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 1, Block 839, District Lot 526, Plan EPP49523, PID: 029-559-502 from the RS-1 map forming part of Schedule A of the Subdivision By-law.
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

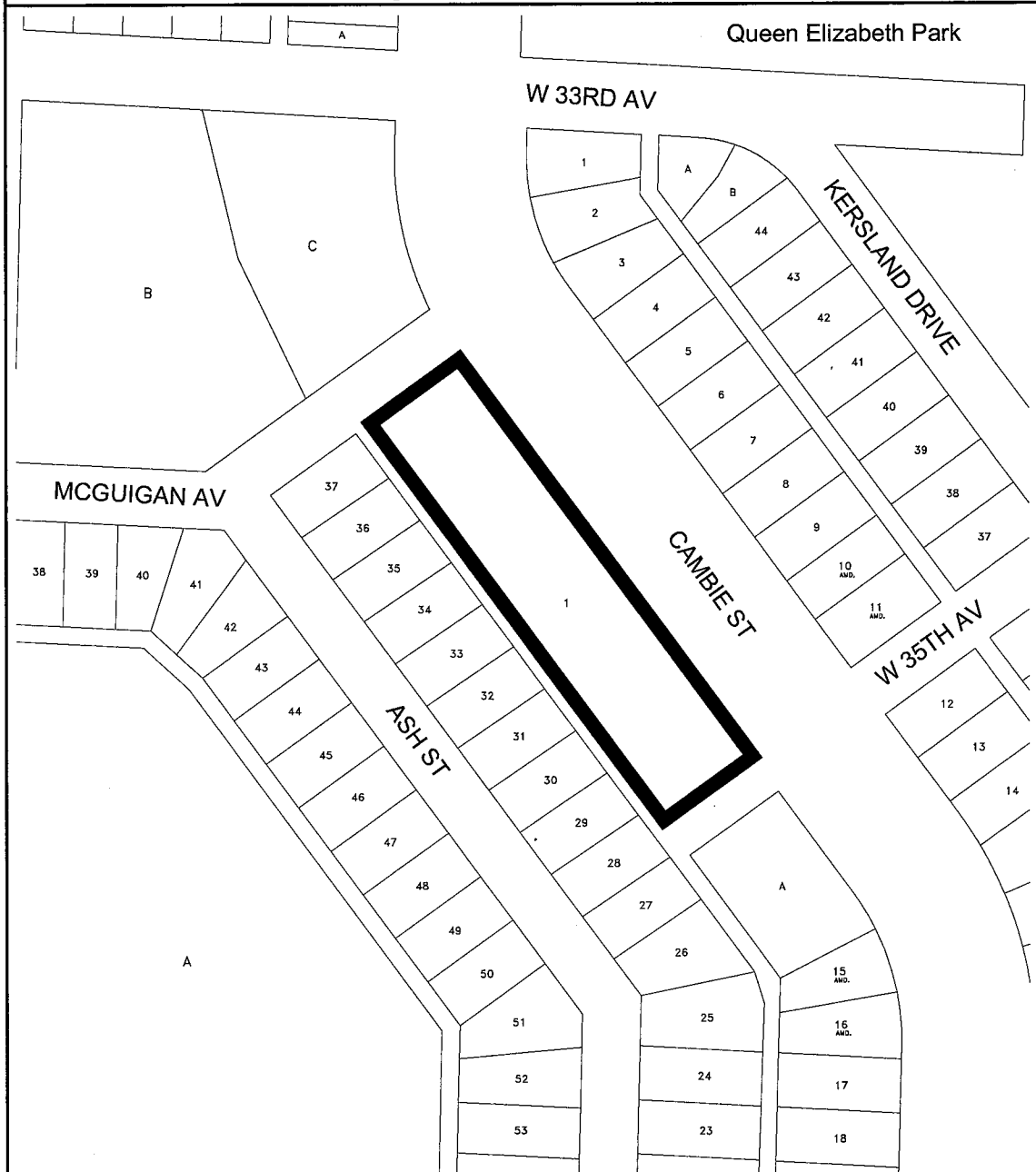
\_\_\_\_\_  
Mayor

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

**Schedule A**

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

4949-5109 Cambie Street

map: 1 of 1

scale: NTS



**City of Vancouver**

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 4949-5109 Cambie Street**

After the public hearing on May 13, 2014, Council resolved to add 4949-5109 Cambie Street to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015

reet

A handwritten signature in black ink, appearing to be 'ph' or similar, written over the 'reet' text.

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“

4949-5109  
Cambie Street

By-law No.  
11228

CD-1 No.  
(606)

Parking, loading and bicycle spaces in accordance with by-law requirements on May 26, 2015 except that:

- a) Class A loading spaces shall be provided at a rate of 0.01 spaces per dwelling unit up to and including 300 units, and at a rate of 0.008 spaces per dwelling unit for any number of units over 300."

3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2015

Mayor

City Clerk

**EXPLANATION**

**A By-law to amend By-law No. 10433  
Re: 555 Robson Street, 775 Richards Street and  
520 West Georgia Street**

After the public hearing on May 26, 2015, Council resolved to amend By-law No. 10433 regarding 555 Robson Street, 775 Richards Street and 520 West Georgia Street. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015



555 Robson Street,  
775 Richards Street and  
520 West Georgia Street



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

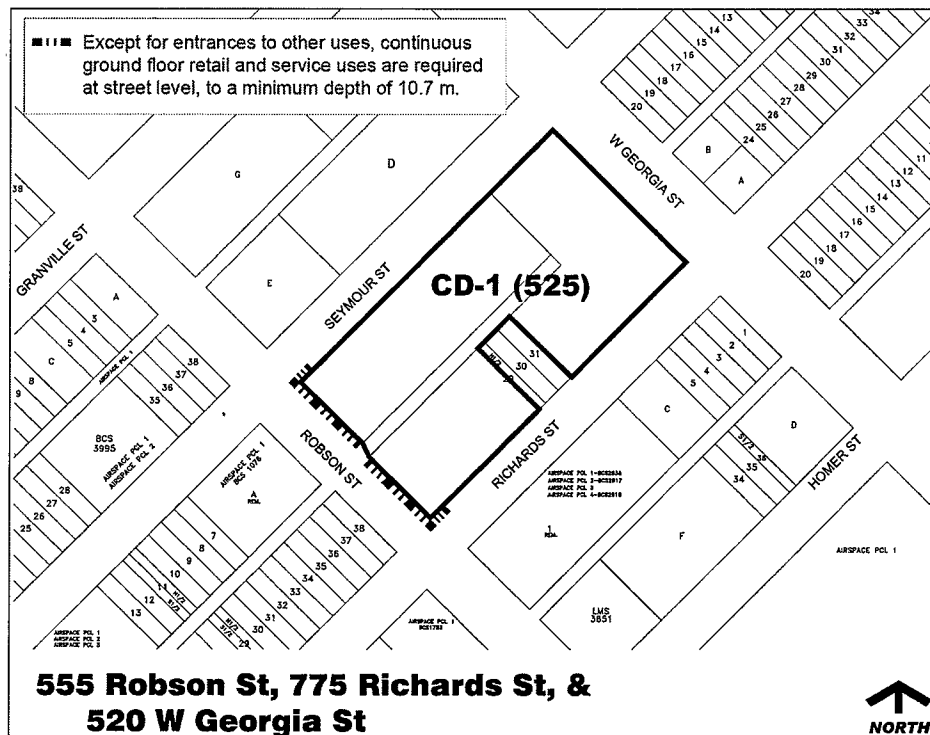
**A By-law to amend CD-1 By-law No. 10433**

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

1. This By-law amends the indicated provisions of By-law No. 10433.
2. Council replaces sub-section 5.2 with the following:

“5.2 Except for entrances to other uses, continuous retail and service uses are required for buildings fronting on Robson Street and for a distance of 7.6 m [25 ft.] along Richards Street and along Seymour Street from the corner of Robson Street, as shown in Diagram 2, to a minimum depth of 10.7 m [35 ft.] for floors located at street level, except that the minimum depth requirement does not apply to areas that contain retail and service uses and that are existing prior to June 9, 2015.

**Diagram 2: Retail Use Continuity**



3. Renumber sub-section 5.3 as 5.4 and insert new sub-section 5.3 in chronological order:  
"5.3 Except for residential entrances, no residential uses are permitted on floors located at street level."
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: Regulations regarding liquor sales in Farmers' Markets**

After the public hearing on May 26, 2015, Council resolved to amend the Zoning and Development By-law to allow the sampling and sale of local liquor at Farmer's Markets. The Director of Planning has advised that there were no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015

Amendments to  
Zoning & Development By-law regulations  
Regarding liquor sales in farmers' markets



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

**A By-law to amend  
Zoning and Development By-law No. 3575  
Regarding Farmers markets and liquor sales and housekeeping**

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

**Zoning District Plan Amendment**

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

**"Farmers' Market**, means an open air or fully or partly covered market, for the sale directly by producers or by their representatives who are involved in production, of: local fresh, dried or frozen fruit and vegetables; local dried or frozen meat and seafood; local eggs; local dairy products; local plants; local prepared foods; local ready-to-eat foods; local artisan crafts; or local wine, cider, beer or spirits."
3. In the preamble to Section 11, Council strikes out "and reference is specifically made to this section".
4. In section 11, Council:
  - (a) strikes out section 11.21.4 and substitutes:

**"11.21.4** A vendor at a Farmers' Market must only sell: local fresh, dried or frozen fruit and vegetables; local dried or frozen meat and seafood; local eggs; local dairy products; local plants; local prepared foods; local ready-to-eat foods; local artisan crafts; or local wine, cider, beer or spirits."; and
  - (b) after section 11.21.5, adds:

**"11.21.6** There must be no more than three vendors selling or providing samples of local wine, cider, beer or spirits at a Farmers' Market."

**Severability**

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

**Force and effect**

6. 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**

**A By-law to amend the Noise Control By-law  
Re: 2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue**

After the public hearing on May 13, 2014, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015

2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue



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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (602)

By-law No. 11199

2806 Cambie Street,  
2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue”

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**

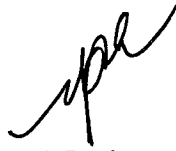
**A By-law to amend the Parking By-law  
Re: 2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue**

After the public hearing on May 13, 2014, Council resolved to add 2806 Cambie Street, 2850 Cambie Street, 454 West 12th Avenue and 465 West 13th Avenue to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015



CD-1 District Parking requirements  
2806 Cambie Street, 2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue



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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:  
  
“ 2806 Cambie Street,  
2850 Cambie Street,  
454 West 12th Avenue and  
465 West 13th Avenue      By-law No. 11199      CD-1 (602) Parking, loading and  
bicycle spaces shall be  
provided and maintained  
according to the provisions  
of the Vancouver Parking  
By-law, except that:  
  
Class A loading spaces shall  
be provided and maintained  
at a rate of 0.01 space per  
dwelling unit up to and  
including 300 units, and at a  
rate of 0.008 spaces per  
dwelling unit for any number  
of units over 300.”
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable  
severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2015

\_\_\_\_\_  
Mayor

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

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

After the public hearing on April 28, 2015, Council resolved to amend Schedule C of the Parking By-law as it relates to 2610 Victoria Drive. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 9, 2015

CD-1 District Parking requirements  
2610 Victoria Drive



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

**A By-law to amend Parking By-law No. 6059  
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Schedule C, Council strikes out:  
  
"Parking, loading and bicycle spaces in accordance with by-law requirements on May 13, 2014, except that there will be no residential parking spaces provided."  
  
and substitutes:  
  
"Parking, loading and bicycle spaces in accordance with the Broadway Station Precinct Standard of May 13, 2014, except that there will be no residential parking spaces provided."
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2015

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 506 West 60<sup>th</sup> Avenue and  
7645-7685 Cambie Street**

After the public hearing on July 8, 2014 to consider an application to rezone by CD-1 By-law and redevelop lands located at 506 West 60<sup>th</sup> Avenue and 7645-7685 Cambie Street, Council approved that application in principle subject to a number of conditions including that a Housing Agreement satisfactory to the Director of Legal Services and the Managing Director of Social Development be entered into by the City and the land owner pursuant to section 565.2 of the *Vancouver Charter*, to secure all residential units in the development as market rental for the longer of 60 years or the life of the building and subject to other terms specified in the minutes of that public hearing, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the land owner and its mortgagees, and the City now seeks enactment of a Housing Agreement By-law as contemplated by section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services  
June 9, 2015

506 West 60<sup>th</sup> Avenue and  
7645-7685 Cambie Street



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

**A By-law to enact a Housing Agreement  
for 506 West 60<sup>th</sup> Avenue and  
7645-7685 Cambie Street**

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

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

PID: 029-533-651

Lot 1 District Lot 323 Group 1 New Westminster District  
Plan EPP49131

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)

Maxwell Carroll, Barrister & Solicitor (Jillian Sych)  
Lawson Lundell LLP, Barristers & Solicitors  
1600 - 925 West Georgia Street  
Vancouver BC V6C 3L2

Tel: 604.685.3456  
Document No.: 11341432  
File No.: 20895-120577  
Housing Agreement and Building Use Covenant  
506 West 60th Avenue and 7645 - 7655 Cambie Street, Vancouver, B.C.)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

029-533-651 LOT 1 DISTRICT LOT 323 GROUP 1 NWD PLAN EPP49131

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, A MUNICIPAL CORPORATION

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

NIL

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)  


MAXWELL P. CARROLL  
Barrister & Solicitor  
1600 - 925 WEST GEORGIA ST.  
VANCOUVER, B.C. V6C 3L2  
(604) 685-3456

Execution Date		
Y	M	D
15	05	07

Transferor(s) Signature(s)

0873438 B.C. LTD by its authorized signatory(ies):

  
Name: Sam Hanson

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

PAGE 2 of 18 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

15

CITY OF VANCOUVER by its  
authorized signatory(ies):

Name:

Name:



15 05 12

ADDENDA CAPITAL INC. by its  
authorized signatory(ies):Name: *Elvira Dube*ELVIRA DUBE  
V.P. MortgagesName: *Savvas Paliaris*Savvas Paliaris,  
Vice President, Life Investments

15 05 27

CIBT GROUP HOLDINGS INC. by its  
authorized signatory(ies):Name: *Toby Chu*

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.

**JAMES H. McBEATH**  
Barrister & Solicitor  
2900 - 595 BURNARD ST.  
VANCOUVER, B.C. V7X 1J5  
(604) 691-7507

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 18 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant in favour of the City of Vancouver  Entire Instrument
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above Section 219 Covenant priority over Mortgage CA2512468 and Assignment of Rents CA2512469  Page 16
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above Section 219 Covenant priority over Mortgage CA3961185 and Assignment of Rents CA3961186  Page 17
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting above Section 219 Covenant priority over Mortgage CA3718531, extended by CA3961187  Page 18
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION



LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 18 PAGES

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

5. TRANSFEROR(S):

0873438 B.C. LTD. (Incorporation No. BC0873438)

ADDENDA CAPITAL INC. (Incorporation No. A0074948), as to priority

~~CIBT GROUP HOLDINGS INC. (Incorporation No. BC0996228), as to priority~~

## TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT  
506 West 60<sup>th</sup> Avenue and 7645 - 7685 Cambie Street

## WHEREAS:

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

- (i) the Transferor, 0873438 B.C. LTD., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from RT-1 (Two Family Dwelling) District to CD-1 (Comprehensive Development) District and after a public hearing, 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 on the Lands as market rental housing units for the longer of the life of the Building and 60 years, 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. Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and

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

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

ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS

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

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

#173140v2

Housing Agreement and Building Use Covenant  
506 West 60<sup>th</sup> Avenue and 7645 - 7685 Cambie Street

28605.120577.MPC.11271850.2

- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) "Chief Housing Officer" means the chief housing officer from time to time of the City and her/his successors in function and their respective nominees;
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development" means the development on the Lands described in Recital C and approved by the Development Permit;
- (h) "Development Permit" means any development to be constructed on the Lands, or any portion thereof, pursuant to the Rezoning Bylaw or any Development Permit;
- (i) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) "General Manager of Planning and Development" means the chief administrator from time to time of the Planning and Development Services Department of the City and her/his successors in function and their respective nominees;
- (k) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (l) "Lands" means the lands described in Item 2 in the Form C attached hereto;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (n) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;

- (o) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (p) "Owner" means 0873438 B.C. Ltd., (Incorporation No. 0873438) and all of its assigns, successors and successors in title to the Lands or any part thereof;
- (q) "Related Person" means, where the registered or beneficial Owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (r) "Rental Housing" means a dwelling unit which is not occupied by the Owner of the same or by a Related Person, but which is made available by such Owner to the general public, at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (t) "Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (u) "Rental Housing Units" means one hundred and twenty nine (129) new residential units to be contained within the Building upon its completion, as part of the Development, which units will comply with the terms hereof applicable to the same, and "Rental Housing Unit" means any one of them, and those terms include each and all rental housing units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term; provided, however, that the number of units may be lowered, upon the request of the Owner, in the discretion of the General Manager of Planning and Development in consultation with the Managing Director of Social Development and the Chief Housing Officer, to provide a greater number of new residential dwelling units designed to be suitable for families with children pursuant to the Development Permit, and in particular for the inclusion of three bedroom units;

- (v) "Rezoning Bylaw" means the enacted rezoning bylaw resulting from the application to rezone the Lands described in Recital C of this Agreement;
- (w) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building; and
- (x) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.

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

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**ARTICLE 2**  
**RESTRICTIONS ON USE AND SUBDIVISION**

**2.1 The Owner covenants and agrees that:**

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, and throughout the Term will maintain, the Rental Housing Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (d) throughout the Term, not less than 39 of the Rental Housing Units will be units suitable for families, having two bedrooms or more; provided, however, that changes to the unit mix may be made with the prior consent and to the satisfaction of the Chief Housing Officer in consultation with from the General Manager of Planning and Development and the Managing Director of Social Development;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Rental Housing Units;
- (f) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, subject to Article 3;
- (g) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of 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 insure, or cause to be insured, the Building, the Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (i) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY 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 Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building until such time as the Owner is able to apply for an Occupancy Permit for the entire Building and all its component parts and facilities; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Building, notwithstanding completion of construction of the Building until such time as an Occupancy Permit can be issued for the entire Building and all its component parts and facilities; and
  - (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

### ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

## ARTICLE 5 ENFORCEMENT

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

## ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any *Land Title Act* Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.



The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the *Land Title Act* 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 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(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 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(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.

- 6.3 Survival of Release and Indemnities.** The release and indemnities in this Article 7 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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

Attention: City Clerk  
With concurrent copies to the Managing Director of Social Development  
and the Director of Legal Services

(b) If to the Owner:

0873438 B.C. Ltd.  
200-1778 West 2nd Avenue  
Vancouver, British Columbia...V6J 1H6

Attention: President

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

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

- (d) If personally delivered, on the date when delivered,

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

# ARTICLE 8 MISCELLANEOUS

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

- 8.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.3 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.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Roads and the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 8.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 8.9 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity.
- 8.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2512468 and the Assignment of Rents registered under number CA2512469;
- (b) "Existing Chargeholder" means ADDENDA CAPITAL INC.;
- (c) "New Charges" means the Section 219 Covenants 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 ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) ~~"Existing Charges"~~ means the Mortgage registered under number CA3961185 and the Assignment of Rents registered under number CA3961186;
- (b) "Existing Chargeholder" means ADDENDA CAPITAL INC.;
- (c) "New Charges" means the Section 219 Covenants 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 ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number CA3718531 extended by CA3961187;
- (b) "Existing Chargeholder" means CIBT GROUP HOLDINGS INC.;
- (c) "New Charges" means the Section 219 Covenants 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 ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**

## EXPLANATION

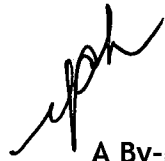
**Authorization to enter into a Housing Agreement  
Re: 275 Kingsway (333 East 11<sup>TH</sup>)**

After the public hearing on March 3, 2015 to consider an application to rezone by CD-1 By-law and redevelop lands located at 275 Kingsway (333 East 11<sup>TH</sup>), Council approved that application in principle subject to a number of conditions including that a Rental 100 Housing Agreement satisfactory to the Director of Legal Services and the Managing Director of Social Development be entered into by the City and the land owner pursuant to section 565.2 of the *Vancouver Charter*, to secure all residential units in the development as for-profit affordable rental housing for the longer of 60 years or the life of the building and subject to other terms specified in the minutes of that public hearing, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the land owner, and the City now seeks enactment of a Housing Agreement By-law as contemplated by section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services  
June 9, 2015



275 Kingsway (333 East 11<sup>TH</sup>)



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

A By-law to enact a Housing Agreement  
for 275 Kingsway (333 East 11<sup>TH</sup>)

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

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

No PID Number

Lot A Block 117 District Lot 301 Plan EPP50968

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 (Change)

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

1432578106 PAGE 1 OF 22 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)

Koffman Kalef LLP  
19th Floor  
885 West Georgia Street  
Vancouver

Deborah Harrison, Applicant's Agent  
604-891-3619 (51128-18)

BC V6C 3H4

Deduct LTSA Fees? Yes ☒

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

NO PID NMBR LOT A BLOCK 117 DISTRICT LOT 301 PLAN EPP50968

STC? YES

Related Plan Number: EPP50968

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filled 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):

333 EAST 11TH HOLDINGS LTD. (INCORPORATION NO. BC1007830)

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)

  
MORGAN C. EDGAR  
BARRISTER & SOLICITOR  
3132 W 7th Avenue  
Vancouver, B.C.  
V6K 2A1  
604-655-6004

Execution Date

Y	M	D
15	05	25

Transferor(s) Signature(s)

333 EAST 11TH HOLDINGS LTD.  
by its authorized signatory(ies):

Name: Peter Edgar

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

PAGE 2 of 22 pages

Officer Signature(s)



**SHELLY D. CAMPBELL**  
A Commissioner for taking  
Affidavits for British Columbia  
22nd Floor 609 Burrard Street  
Vancouver, B.C. V6C 2X8  
Expires March 31, 2017

Execution Date

Y	M	D
15	05	25
15		

Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its  
authorized signatory(ies)  
(as to priority):

Name:

HANNY AU

Name:

**JENNIFER DRURY**  
SENIOR VP & MANAGER, REAL ESTATE LENDING

WOODBOURNE CANADA II GP ULC  
(Incorporation No. A0092885)  
by its authorized signatory(ies)  
(as to priority):

Name:

Name:

WOODBOURNE MAPLE REAL  
ESTATE II B.V.  
(Registration No. 2117919247)  
by its authorized signatory(ies)  
(as to priority):

Name:

Name:

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

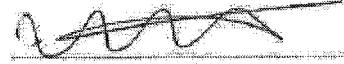
## EXECUTIONS CONTINUED

PAGE 2 of 22 pages

Officer Signature(s)

SHELLY D. CAMPBELL

Commissioner for Taking Affidavits in BC

22nd Floor, 666 Burrard Street  
Vancouver, B.C. V6C 2X8  
Expires March 31, 2017
  
 Karel Henkelman  
 Lawyer and Notary  
 McCarthy Terrault LLP  
 Box 48, Suite 5300 - TD Tower  
 Toronto ON M5K 1E6  
 416-601-7881

Execution Date

Y	M	D
15	05	25

15	05	28
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Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its  
authorized signatory(ies)  
(as to priority):

HANNY AU

JENNIFER DRURY  
SENIOR AVP & MANAGER, REAL  
ESTATE LENDINGWOODBOURNE CANADA II GP ULC  
(Incorporation No. A0092885)  
by its authorized signatory(ies)  
(as to priority):Name: Susan Rantenberg  
A.S.D.

Name:

WOODBOURNE MAPLE REAL  
ESTATE II B.V.  
(Registration No. 2117919247)  
by its authorized signatory(ies)  
(as to priority):

Name:

Name:

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 22 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

SHELLY D. CAMPBELL

Commissioner for Taking Affidavits in BC

22nd Floor, 666 Burrard Street

Vancouver, B.C. V6C 2X8

Expires March 31, 2017

Y	M	D
15	05	25

CANADIAN WESTERN BANK by its  
authorized signatory(ies)  
(as to priority):

HANNY AU

JENNIFER DRURY  
SENIOR AVP & MANAGER, REAL  
ESTATE LENDING

15

WOODBOURNE CANADA II GP ULC  
(Incorporation No. A0092885)  
by its authorized signatory(ies)  
(as to priority):

Name:

Name:

WOODBOURNE MAPLE REAL  
ESTATE II B.V.  
(Registration No. 2117919247)  
by its authorized signatory(ies)  
(as to priority):

Name:

Name:

OFFICER CERTIFICATION:

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

LAND/TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 22 PAGES

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Granting the Covenant with one registration  
number less than this priority agreement priority  
over Mortgage CA3878376 and Assignment of  
Rents CA3878377NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION  
Granting the Covenant with two registration  
numbers less than this priority agreement priority  
over Mortgage CA3878581 and Assignment of  
Rents CA3878582

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

## TERMS OF AGREEMENT - PART 2

### RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT 275 KINGSWAY (333 EAST 11<sup>TH</sup>)

#### WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
  - (i) the Transferor, 333 East 11<sup>th</sup> Holdings Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RT-2 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District 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 "Rezoning By-law"), the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver DCL By-law* for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing; and
- 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 buildings thereon:

#### 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 Permit" means any building permit issued by the City authorizing the

building of a New Building as contemplated by the Rezoning By-law and the Development Permit;

- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) "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;
- (h) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those dwelling units, and "For-Profit Affordable Rental Housing Unit" means any unit within such a building; 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;
- (k) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (l) "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;
- (m) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (n) "Managing Director of Social Development" means the chief administrator from time to time of the City's Social Development Department and his/her successors in function and their respective nominees;



- (o) "New Building" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and 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 Rezoning By-law and the Development Permit;
- (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 issued after the Effective Date;
- (q) "Owner" means the registered owner of the Lands as of the Effective Date, namely 333 East 11<sup>th</sup> Holdings Ltd., and its successors and permitted assigns;
- (r) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(c);
- (s) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (t) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (u) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (v) "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 New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (w) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (x) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (y) "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 NEW 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 New Building, that, during the Term:
- (a) the Lands and the New 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 New Building containing 201 Dwelling Units and related amenity and parking spaces, 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 New 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 New 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) not less than 50 of the Dwelling Units (or Replacement Dwelling Unit, as applicable) will have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) 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;
- (f) 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/or 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/or beneficial owner, as applicable, and subject to Section 8.8;
- (g) it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided by subdivision plan or strata plan;
- (h) that any sale of any Dwelling Unit (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will keep and maintain the New Building (or any replacement building(s) on the Lands, as applicable) and all parts thereof in good repair, reasonable wear and tear excepted, and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New 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;
- (k) it will insure the New 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;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner for the Dwelling Units, and the unit type mix and size are as set forth in rent roll attached hereto as Schedule A; and
- (m) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) 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 New 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 New Building, that:
- (a) the Lands and the New 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, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to 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 New Building, that:
- (a) the Lands and the New 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 New 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, and the unit type mix and size, which rents, unit type mix and size

shall comply with those applicable to For-Profit Affordable Rental Housing; and

- (B) proof of the insurance required to be taken out pursuant to Section 2.1(k);
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New 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 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 Managing Director of Social Development. At the request of the Managing Director of Social Development, from time to time, the Owner will:
- (a) 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; and
  - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

#### **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 New 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.

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

## ARTICLE 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:

333 East 11<sup>th</sup> Holdings Ltd.  
#413 - 375 Water Street  
Vancouver, British Columbia

V6B-5C6

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*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands 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 New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New 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(f), 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.

{00178567v6}

Rental 100 Housing Agreement and Building Use Covenant  
275 Kingsway (333 East 11<sup>th</sup>)

## SCHEDULE A - RENT ROLL

Count	Unit #	Type of Unit (no. of BRS)	Size of Unit (sq.ft) Gross Area	Size of Unit (sq.ft) Net Internal Area (incl. storage room)	Monthly Rental Rate
1	101	2 Bed	847.1	737.5	\$1,900
2	102	2 Bed	741.0	635.1	\$1,800
3	103	2 Bed	870.1	719.5	\$1,925
4	201	Studio	609.2	464.0	\$1,405
5	202	Studio	437.6	358.2	\$1,180
6	203	Studio	435.4	374.8	\$1,180
7	204	Studio	441.1	375.5	\$1,180
8	205	Studio	543.5	468.0	\$1,275
9	206	Studio	543.5	466.8	\$1,275
10	207	Studio	432.5	366.3	\$1,180
11	208	Studio	415.4	356.1	\$1,180
12	209	1 Bed	568.0	469.1	\$1,420
13	210	2 Bed	881.5	703.5	\$1,950
14	301	Studio	524.3	404.1	\$1,275
15	302	Studio	426.4	352.8	\$1,195
16	303	Studio	415.4	356.1	\$1,190
17	304	Studio	415.4	356.1	\$1,190
18	305	Studio	415.4	356.1	\$1,190
19	306	Studio	415.4	356.1	\$1,190
20	307	Studio	415.4	356.1	\$1,190
21	308	Studio	415.4	356.1	\$1,190
22	309	Studio	415.4	356.1	\$1,190
23	310	1 Bed	571.0	493.5	\$1,430
24	311	2 Bed	878.2	713.5	\$1,960
25	312	1 Bed	617.8	499.2	\$1,520
26	313	2 Bed	813.9	712.8	\$1,900
27	314	1 Bed	656.9	573.6	\$1,565
28	315	1 Bed	644.1	560.8	\$1,530
29	316	Studio	415.4	356.1	\$1,190
30	317	Studio	426.4	352.8	\$1,195
31	318	Studio	524.3	404.1	\$1,275
32	501	Studio	524.3	404.1	\$1,285
33	502	Studio	426.4	352.8	\$1,205
34	503	Studio	415.4	356.1	\$1,200
35	504	Studio	415.4	356.1	\$1,200
36	505	Studio	415.4	356.1	\$1,200
37	506	Studio	415.4	356.1	\$1,200
38	507	Studio	415.4	356.1	\$1,200
39	508	Studio	415.4	356.1	\$1,200
40	509	Studio	415.4	356.1	\$1,200
41	510	1 Bed	571.0	493.5	\$1,440
42	511	2 Bed	878.2	713.5	\$1,970
43	512	1 Bed	617.8	499.2	\$1,530
44	513	2 Bed	813.9	712.8	\$1,910

Count	Unit #	Type of Unit (no. of BRS)	Size of Unit (sq.ft) Gross Area	Size of Unit (sq.ft) Net Internal Area (incl. storage room)	Monthly Rental Rate
45	514	1 Bed	656.9	573.6	\$1,575
46	515	1 Bed	644.1	560.8	\$1,550
47	516	Studio	415.4	356.1	\$1,200
48	517	Studio	426.4	352.8	\$1,205
49	518	Studio	524.3	404.1	\$1,285
50	601	Studio	524.3	404.1	\$1,295
51	602	Studio	426.4	352.8	\$1,215
52	603	Studio	415.4	356.1	\$1,210
53	604	Studio	415.4	356.1	\$1,210
54	605	Studio	415.4	356.1	\$1,210
55	606	Studio	415.4	356.1	\$1,210
56	607	Studio	415.4	356.1	\$1,210
57	608	Studio	415.4	356.1	\$1,210
58	609	Studio	415.4	356.1	\$1,210
59	610	1 Bed	571.0	493.5	\$1,450
60	611	2 Bed	878.2	713.5	\$1,980
61	612	1 Bed	617.8	499.2	\$1,540
62	613	2 Bed	813.9	712.8	\$1,920
63	614	1 Bed	656.9	573.6	\$1,585
64	615	1 Bed	644.1	560.8	\$1,560
65	616	Studio	415.4	356.1	\$1,210
66	617	Studio	426.4	352.8	\$1,215
67	618	Studio	524.3	404.1	\$1,295
68	701	Studio	524.3	404.1	\$1,305
69	702	Studio	426.4	352.8	\$1,225
70	703	Studio	415.4	356.1	\$1,220
71	704	Studio	415.4	356.1	\$1,220
72	705	Studio	415.4	356.1	\$1,220
73	706	Studio	415.4	356.1	\$1,220
74	707	Studio	415.4	356.1	\$1,220
75	708	Studio	415.4	356.1	\$1,220
76	709	Studio	415.4	356.1	\$1,220
77	710	1 Bed	571.0	493.5	\$1,460
78	711	2 Bed	878.2	713.5	\$1,990
79	712	1 Bed	617.8	499.2	\$1,550
80	713	2 Bed	813.9	712.8	\$1,930
81	714	1 Bed	656.9	573.6	\$1,595
82	715	1 Bed	644.1	560.8	\$1,570
83	716	Studio	415.4	356.1	\$1,220
84	717	Studio	426.4	352.8	\$1,225
85	718	Studio	524.3	404.1	\$1,305
86	801	Studio	524.3	404.1	\$1,225
87	802	Studio	426.4	352.8	\$1,240
88	803	Studio	415.4	356.1	\$1,240
89	804	Studio	415.4	356.1	\$1,240
90	805	Studio	415.4	356.1	\$1,240

95	810	1 Bed	571.0	493.5	\$1,470
96	811	2 Bed	878.2	713.5	\$2,000
97	812	1 Bed	617.8	499.2	\$1,560
98	813	2 Bed	813.9	712.8	\$1,940
99	814	1 Bed	656.9	573.6	\$1,605
100	815	1 Bed	644.1	560.8	\$1,580
101	816	Studio	415.4	356.1	\$1,250
102	817	Studio	426.4	352.8	\$1,250
103	818	Studio	524.3	404.1	\$1,225
104	901	2 Bed	803.3	658.8	\$1,925
105	902	Studio	415.4	356.1	\$1,250
106	903	Studio	415.4	356.1	\$1,250
107	904	Studio	415.4	356.1	\$1,250
108	905	Studio	415.4	356.1	\$1,250
109	906	Studio	415.4	356.1	\$1,250
110	907	Studio	415.4	356.1	\$1,250
111	908	Studio	415.4	356.1	\$1,250
112	909	1 Bed	571.0	493.5	\$1,480
113	910	2 Bed	878.2	713.5	\$2,010
114	911	1 Bed	617.8	499.2	\$1,570
115	912	2 Bed	813.9	712.8	\$1,950
116	913	1 Bed	656.9	573.6	\$1,615
117	914	1 Bed	644.1	560.8	\$1,590
118	915	Studio	415.4	356.1	\$1,270
119	916	2 Bed	803.3	658.8	\$1,900
120	1001	2 Bed	803.3	658.8	\$1,935
121	1002	Studio	415.4	356.1	\$1,260
122	1003	Studio	415.4	356.1	\$1,260
123	1004	Studio	415.4	356.1	\$1,260
124	1005	Studio	415.4	356.1	\$1,260
125	1006	Studio	415.4	356.1	\$1,260
126	1007	Studio	415.4	356.1	\$1,260
127	1008	Studio	415.4	356.1	\$1,260
128	1009	1 Bed	571.0	493.5	\$1,490
129	1010	2 Bed	878.2	713.5	\$2,020
130	1011	1 Bed	617.8	499.2	\$1,580
131	1012	2 Bed	813.9	712.8	\$1,960
132	1013	1 Bed	656.9	573.6	\$1,625
133	1014	1 Bed	644.1	560.8	\$1,600
134	1015	Studio	415.4	356.1	\$1,260
135	1016	2 Bed	803.3	658.8	\$1,910
136	1101	2 Bed	803.3	658.8	\$1,945

Count	Unit #	Type of Unit (no. of BRS)	Size of Unit (sq.ft) Gross Area	Size of Unit (sq.ft) Net Internal Area (incl. storage room)	Monthly Rental Rate
137	1102	Studio	415.4	356.1	\$1,270
138	1103	Studio	415.4	356.1	\$1,270
139	1104	Studio	415.4	356.1	\$1,270
140	1105	Studio	415.4	356.1	\$1,270
141	1106	Studio	415.4	356.1	\$1,270
142	1107	Studio	415.4	356.1	\$1,270
143	1108	Studio	415.4	356.1	\$1,270
144	1109	1 Bed	571.0	493.5	\$1,500
145	1110	2 Bed	878.2	713.5	\$2,030
146	1111	1 Bed	617.8	499.2	\$1,590
147	1112	2 Bed	813.9	712.8	\$1,970
148	1113	1 Bed	656.9	573.6	\$1,635
149	1114	1 Bed	644.1	560.8	\$1,610
150	1115	Studio	415.4	356.1	\$1,270
151	1116	2 Bed	803.3	658.8	\$1,920
152	1201	2 Bed	803.3	658.8	\$1,955
153	1202	Studio	415.4	356.1	\$1,280
154	1203	Studio	415.4	356.1	\$1,280
155	1204	Studio	415.4	356.1	\$1,280
156	1205	Studio	415.4	356.1	\$1,280
157	1206	Studio	415.4	356.1	\$1,280
158	1207	Studio	415.4	356.1	\$1,280
159	1208	Studio	415.4	356.1	\$1,280
160	1209	1 Bed	571.0	493.5	\$1,510
161	1210	2 Bed	878.2	707.7	\$2,040
162	1211	1 Bed	617.8	499.2	\$1,600
163	1212	2 Bed	813.9	712.8	\$1,980
164	1213	1 Bed	656.9	573.6	\$1,645
165	1214	1 Bed	644.1	560.8	\$1,620
166	1215	Studio	415.4	356.1	\$1,280
167	1216	2 Bed	803.3	658.8	\$1,930
168	1501	2 Bed	803.3	658.8	\$1,965
169	1502	Studio	415.4	356.1	\$1,290
170	1503	Studio	415.4	356.1	\$1,290
171	1504	Studio	415.4	356.1	\$1,290
172	1505	Studio	415.4	356.1	\$1,290
173	1506	Studio	415.4	356.1	\$1,290
174	1507	Studio	415.4	356.1	\$1,290
175	1508	Studio	415.4	356.1	\$1,290
176	1509	1 Bed	571.0	493.5	\$1,520
177	1510	2 Bed	878.2	707.7	\$2,050
178	1511	1 Bed	617.8	499.2	\$1,610
179	1512	2 Bed	813.9	712.8	\$1,990
180	1513	1 Bed	656.9	573.6	\$1,655
181	1514	1 Bed	644.1	560.8	\$1,630
182	1515	Studio	415.4	356.1	\$1,290

Count	Unit #	Type of Unit (no. of BRS)	Size of Unit (sq.ft) Gross Area	Size of Unit (sq.ft) Net Internal Area (incl. storage room)	Monthly Rental Rate
183	1516	2 Bed	803.3	658.8	\$1,940
184	1601	2 Bed	789.3	693.3	\$2,025
185	1602	2 Bed	791.5	713.5	\$2,025
186	1603	2 Bed	791.5	713.5	\$2,025
187	1604	1 Bed	551.9	494.1	\$1,670
188	1605	2 Bed	913.5	799.4	\$2,075
189	1606	2 Bed	661.3	594.0	\$1,800
190	1607	2 Bed	710.5	628.0	\$1,900
191	1608	2 Bed	769.2	683.8	\$2,000
192	1609	2 Bed	789.3	693.3	\$2,025
193	1701	2 Bed	789.3	693.3	\$2,050
194	1702	2 Bed	791.5	713.5	\$2,050
195	1703	2 Bed	791.5	713.5	\$2,050
196	1704	1 Bed	551.9	494.1	\$1,680
197	1705	2 Bed	913.5	799.4	\$2,100
198	1706	2 Bed	661.3	594.0	\$1,825
199	1707	2 Bed	710.5	628.0	\$1,925
200	1708	2 Bed	769.2	683.8	\$2,025
201	1709	2 Bed	789.3	693.3	\$2,050

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3878376 and the Assignment of Rents registered under number CA3878377;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charge" means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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



### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA3878581 and the Assignment of Rents registered under number CA3878582;
- (b) "Existing Chargeholder" means Woodbourne Canada II GP ULC (Incorporation no. A0092885) Woodbourne Maple Real Estate II B.V. inter alia;
- (c) "New Charges" means the Section 219 Covenants 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 ten dollars and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

**EXPLANATION**

**By-law to amend  
Vancouver Development Cost Levy By-law No. 9755,  
regarding for profit affordable rental housing**

On May 27, 2015, Council approved a recommendation to amend the Vancouver Development Cost Levy By-law No. 9755, to change the “for-profit affordable rental housing” waiver. Enactment of this By-law will fulfill that recommendation.

Director of Legal Services  
June 9, 2015



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

**A By-law to amend  
Vancouver Development Cost Levy By-law No. 9755,  
regarding for profit affordable rental housing**

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

1. This By-law amends the indicated provisions of By-law 9755.
2. Council strikes all of section 3.1A and inserts the following as a new 3.1A and a new section 3.1B:

**“Waiver for for-profit-affordable housing**

3.1A Notwithstanding section 3.1, Council waives the levy otherwise required under section 3.2 for construction of for-profit affordable rental housing, which shall mean housing where:

- (a) all dwelling units in the building are rental units;
- (b) no dwelling units are strata units;
- (c) the average size of the dwelling units of each unit type is not greater than:
  - (i) 42 square meters for studio units,
  - (ii) 56 square meters for one bedroom units,
  - (iii) 77 square meters for two bedroom units, and
  - (iv) 97 square meters for three bedroom units,except that the floor area used for stairways within two or three bedroom townhouse units of two or more storeys is excluded from the calculation of maximum unit size;
- (d) agreed upon average rents per unit type for initial occupancy do not exceed the following specified rents:
  - (i) \$1,242 per month for studio units,
  - (ii) \$1,561 per month for one bedroom units,
  - (iii) \$1,972 per month for two bedroom units, and
  - (iv) \$2,338 per month for three bedroom units,

except that such rents may be 10% higher than the rents stipulated under this section if the housing is located in the West Area as shown on the map attached to this By-law as Appendix "A", and rents shall also be adjusted annually on January 1:

- i. for all studio, one bedroom and two bedroom units to reflect the change in average rents for studio, one bedroom and two bedroom units built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Report published in the previous calendar year, and
  - ii. for three bedroom units to reflect the change in average rents for three bedroom units built since the year 2000 as reported on the Canada Mortgage and Housing Corporation's Housing Market Information Portal website, but, if available, to reflect the change in average rents for three bedroom units built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Report published in the previous calendar year;
- (e) the proposed construction costs for the rental residential floor area do not exceed \$2,691 per square meter, except that such costs shall be adjusted annually on January 1 to reflect any change in medium level construction costs for Residential Apartments as set out by Altus Group in the Construction Cost Guide published in the previous calendar year; and
- (f) the owner of the property on which such housing is situate has registered against title to that property an instrument, in form and substance, and with priority of registration, satisfactory to the Director of Legal Services, ensuring the initial rents are in accordance with 3.1A (d) and this By-law, and restricting the tenure of such housing to rental for:
  - (i) the longer of the life of the building in which they are situate and 60 years, or
  - (ii) such other term to which the City and owner may agree.

#### **Administration of waiver**

3.1B The waiver under section 3.1A shall be administered as follows:

- (a) rents to be agreed upon shall not exceed the rents stipulated in section 3.1A (d) and this By-law at the time of Council's approval in principle of any zoning by-law required to authorize the development of the site, or at the time the 'prior-to permit issuance' letter related to the

development permit is issued if no zoning by-law is required to authorize development of the site, and for clarity, the rents to be agreed upon may be lower than the rents stipulated under this By-law, but may not exceed the rents stipulated under this By-law;

- (b) if a triggering event in section 3.1B (a) has already occurred at the time of enactment of this section of the By-law, then the rents to be agreed upon shall be those stipulated in section 3.1A (d) and this By-law at the time of initial occupancy;
- (c) notwithstanding section 3.1B (a), rents that may be charged at initial occupancy may be increased annually from the time of the triggering event specified in section 3.1B (a) until initial occupancy in accordance with the annual maximum increases authorized by the province of British Columbia under section 22 of the Residential Tenancy Regulation, B.C. Reg. 477/2003;
- (d) any waiver of a development cost levy authorized under section 3.1A is to be calculated and determined at the time of issuance of a building permit authorizing construction of the building subject to the waiver;
- (e) a building that qualifies under section 3.1A for a development cost levy waiver shall not forfeit the waiver because other housing otherwise exempt from development costs levies under City by-laws or the Vancouver Charter is also located in the building; and
- (f) all units of all unit types must meet all the requirements in section 3.1A (a) and (b), and all units of all unit types must be used to calculate the averages specified in 3.1A (c), (d) and (e), except that a building that contains studio units, one bedroom units and two bedroom units that meet all requirements in 3.1A (a), (b), (c), (d) and (e) qualifies for a waiver for all those units in each of those unit types on a pro rata basis even if the building contains three bedroom units that do not meet the requirements in section 3.1A (d), in which case none of the 3 bedroom units qualifies for the waiver.”

3. Council enacts the map attached as Appendix “A” of this By-law as Appendix “A” of By-law No. 9755.

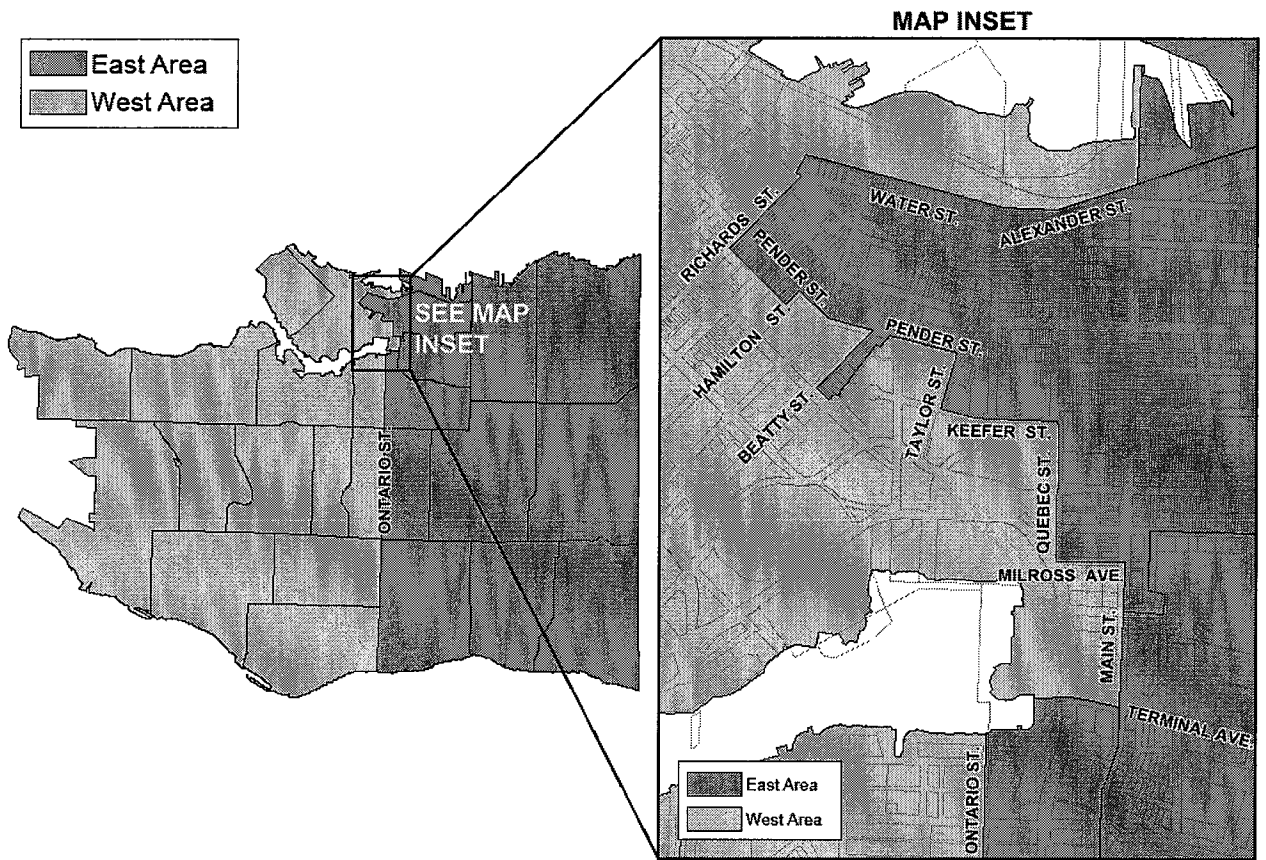
5. This By-law is to come into force and take effect on the date of enactment.

ENACTED by Council this       day of       , 2015

City Clerk

## Appendix A

### Vancouver Map - East and West Areas



**EXPLANATION**

**A By-law to amend  
Area Specific Development Cost Levy By-law No. 9418,  
regarding for profit affordable rental housing**

On May 27, 2015, Council approved a recommendation to amend the Area Specific Development Cost Levy By-law No. 9418, to change the “for-profit affordable rental housing” waiver. Enactment of this By-law will fulfill that recommendation.

Director of Legal Services  
June 9, 2015





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

**A By-law to amend  
Area Specific Development Cost Levy By-law No. 9418,  
regarding for profit affordable rental housing**

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

1. This By-law amends the indicated provisions of By-law 9418.
2. Council strikes all of section 3.1A and inserts the following as a new 3.1A and a new section 3.1B:

**“Waiver for for-profit-affordable rental housing**

3.1A Notwithstanding section 3.1, Council waives the levy otherwise required under section 3 for construction of for-profit affordable rental housing, which shall mean housing where:

- (a) all dwelling units in the building are rental units;
- (b) no dwelling units are strata units;
- (c) the average size of the dwelling units of each unit type is not greater than:
  - (i) 42 square meters for studio units,
  - (ii) 56 square meters for one bedroom units,
  - (iii) 77 square meters for two bedroom units, and
  - (iv) 97 square meters for three bedroom units,except that the floor area used for stairways within two or three bedroom townhouse units of two or more storeys is excluded from the calculation of maximum unit size;
- (d) agreed upon average rents per unit type for initial occupancy do not exceed the following specified rents:
  - (i) \$1,242 per month for studio units,
  - (ii) \$1,561 per month for one bedroom units,
  - (iii) \$1,972 per month for two bedroom units, and
  - (iv) \$2,338 per month for three bedroom units,

except that such rents may be 10% higher than the rents stipulated under this section if the housing is located in the West Area as shown on the map attached to this By-law as Appendix "A", and rents shall also be adjusted annually on January 1:

- i. for all studio, one bedroom and two bedroom units to reflect the change in average rents for studio, one bedroom and two bedroom units built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Report published in the previous calendar year, and
  - ii. for three bedroom units to reflect the change in average rents for three bedroom units built since the year 2000 as reported on the Canada Mortgage and Housing Corporation's Housing Market Information Portal website, but, if available, to reflect the change in average rents for three bedroom units built in the City since 2005, as those rents are set out by the Canada Mortgage and Housing Corporation in the Rental Market Report published in the previous calendar year;
- (e) the proposed construction costs for the rental residential floor area do not exceed \$2,691 per square meter, except that such costs shall be adjusted annually on January 1 to reflect any change in medium level construction costs for Residential Apartments as set out by Altus Group in the Construction Cost Guide published in the previous calendar year; and
- (f) the owner of the property on which such housing is situate has registered against title to that property an instrument, in form and substance, and with priority of registration, satisfactory to the Director of Legal Services, ensuring the initial rents are in accordance with 3.1A (d) and this By-law, and restricting the tenure of such housing to rental for:
  - (i) the longer of the life of the building in which they are situate and 60 years, or
  - (ii) such other term to which the City and owner may agree.

#### **Administration of waiver**

3.1B The waiver under section 3.1A shall be administered as follows:

- (a) rents to be agreed upon shall reflect the rents stipulated in section 3.1A (d) and this By-law at the time of Council's approval in principle of any zoning by-law required to authorize the development of the site, or at the time the 'prior-to permit issuance' letter related to the

development permit is issued if no zoning by-law is required to authorize development of the site, and for clarity, the rents to be agreed upon may be lower than the rents stipulated under this By-law, but may not exceed the rents stipulated under this By-law;

- (b) if a triggering event in section 3.1B (a) has already occurred at the time of enactment of this section of the By-law, then the rents to be agreed upon shall be those stipulated in section 3.1A (d) and this By-law at the time of initial occupancy;
- (c) notwithstanding section 3.1B (a), rents that may be charged at initial occupancy may be increased annually from the time of the triggering event specified in section 3.1B (a) until initial occupancy in accordance with the annual maximum increases authorized by the province of British Columbia under section 22 of the Residential Tenancy Regulation, B.C. Reg. 477/2003;
- (d) any waiver of a development cost levy authorized under section 3.1A is to be calculated and determined at the time of issuance of a building permit authorizing construction of the building subject to the waiver;
- (e) a building that qualifies under section 3.1A for a development cost levy waiver shall not forfeit the waiver because other housing otherwise exempt from development cost levies under City by-laws or the Vancouver Charter is also located in the building; and
- (f) all units of all unit types must meet all the requirements in section 3.1A (a) and (b), and all units of all unit types must be used to calculate the averages specified in 3.1A (c), (d) and (e), except that a building that contains studio units, one bedroom units and two bedroom units that meet all requirements in 3.1A (a),(b),(c),(d) and (e) qualifies for a waiver for all those units in each of those unit types on a pro rata basis even if the building contains three bedroom units that do not meet the requirements in section 3.1A (d), in which case none of the 3 bedroom units qualifies for the waiver.”

3. Council enacts the map attached as Appendix “A” of this By-law as Appendix “A” of By-law No. 9418.

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

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

ENACTED by Council this       day of       , 2015

Mayor

City Clerk

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1155 Thurlow Street**

After the public hearing on July 15, 2014, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 1155 Thurlow 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  
June 9, 2015

1155 Thurlow Street



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-681 (a) 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 (607).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio and Fitness Centre;
- (b) Dwelling Uses in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Church;
- (d) Retail Uses, limited to Grocery or Drug Store, Retail Store and Small-scale Pharmacy;
- (e) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop - Class B and Restaurant - Class 1; and
- (f) Accessory Uses customarily ancillary to any uses listed in this section 2.2.

**Conditions of use**

3. All Retail and Service uses must be located at street level.

## Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,606.0 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 The floor space ratio for all uses must not exceed 9.45, except that:

- (i) Dwelling uses are limited to 13,035 m<sup>2</sup> ; and
- (ii) Retail and Service uses are limited to 223 m<sup>2</sup>.

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 sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of 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 10% of the permitted floor area or 1,000 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**

5.1 Building height, measured from base surface, must not exceed 63.0 m.

5.2 Section 10.11 of the Zoning & Development By-law applies to this site, except that greater height permitted for mechanical appurtenances such as elevator machine rooms must not exceed 64.0 m.

## **Horizontal angle of daylight**

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

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

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (607).

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

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

## **Acoustics**

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise



measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

**Severability**

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

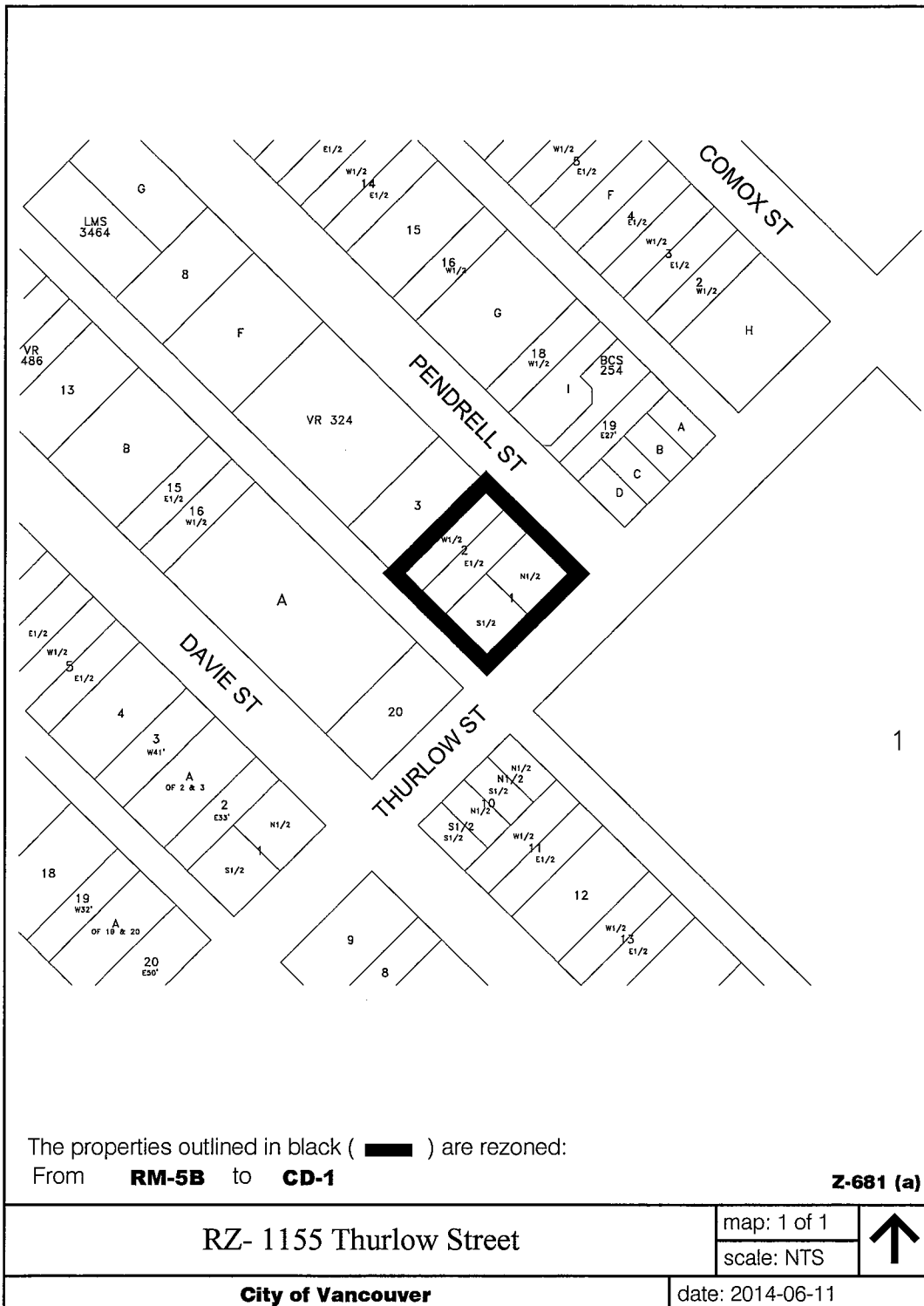
**Force and effect**

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

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 33-49 East Hastings Street**

After the public hearing on October 22, 2013, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 33-49 East Hastings 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  
June 9, 2015

33-49 East Hastings Street



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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-665 (a) 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 (608).

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

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, and Retail Store;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B, Restaurant - Class 1, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Sign Painting Shop; and

- (g) Accessory Uses customarily ancillary to any use permitted by this section.

### Conditions of use

3.1 All retail uses on the ground floor of the building fronting Hastings Street shall provide continuous pedestrian oriented display windows.

3.2 The Director of Planning or Development Permit Board may permit social service centre, general office, or health care office uses on the ground floor of the building fronting Hastings Street, except that:

- (a) such uses shall be subject to time limited development permits as required by the Director of Planning or Development Permit Board; and
- (b) such uses shall not be required to provide continuous pedestrian oriented display windows.

### Floor area and density

4.1 For the purposes of computing floor space ratio, the site is deemed to be 1,133 m<sup>2</sup>, being the site size at the time of application for rezoning, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 8.28.

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

4.4 Computation of floor area must exclude:

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

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

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

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

### **Building height**

5.1 The building height, measured above base surface to the top of the parapet, must not exceed 38.7 m.

5.2 The height of the rooftop elevator penthouse must not exceed 4 m.

### **Horizontal angle of daylight**

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

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

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

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (608).

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

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

#### **Acoustics**

7. 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.

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

#### **Severability**

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

## Force and effect

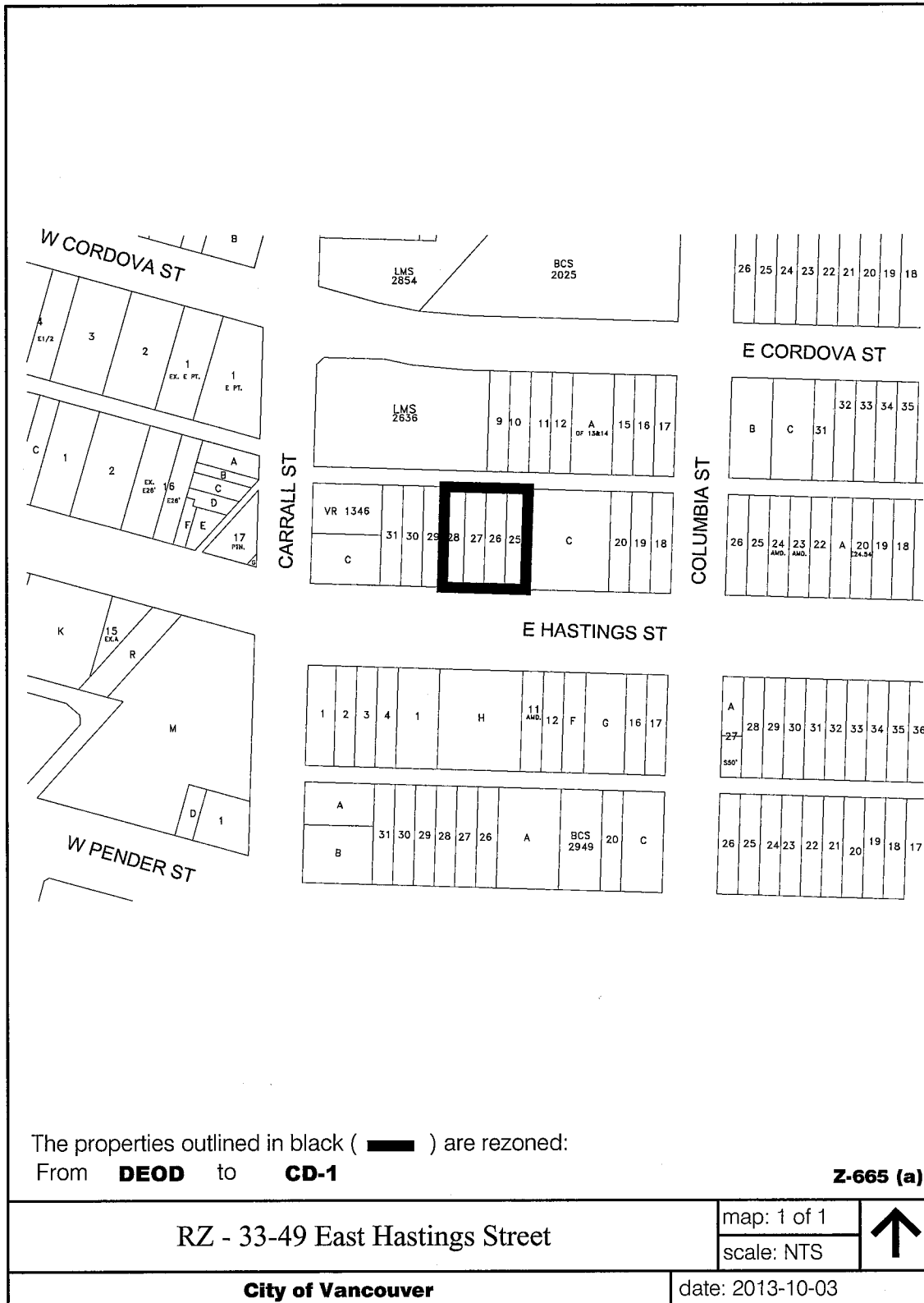
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2015

Mayor

City Clerk





## EXPLANATION

Heritage Designation By-law  
Re: 325 West 11<sup>th</sup> Avenue

At a public hearing on May 26, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 325 West 11<sup>th</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
June 9, 2015

325 West 11<sup>th</sup> Avenue  
The Wakefield Residence



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

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

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

1. Council considers that the real property described as:

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

325 West 11<sup>th</sup> Avenue  
Vancouver, B.C.

PID: 012-563-455  
LOT 11  
BLOCK K  
DISTRICT LOT 526  
PLAN 1530

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

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

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a  
Heritage Revitalization Agreement  
Regarding 325 West 11<sup>th</sup> Avenue**

After a public hearing held on May 26, 2015, Council resolved to enter into a By-law to authorize an agreement regarding 325 West 11<sup>th</sup> Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
June 9, 2015

325 West 11<sup>th</sup> Avenue  
The Wakefield Residence



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

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

**PREAMBLE**

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

Certain property bearing the civic address of 325 West 11<sup>th</sup> Avenue, and the following legal description:

PID: 012-563-455  
LOT 11  
BLOCK K  
DISTRICT LOT 526  
PLAN 1530

contains a heritage building.

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

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this                      day of                      , 2015

\_\_\_\_\_  
Mayor

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

## LAND TITLE ACT

## FORM C (Section 233) CHARGE

## GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

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

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

Heidi Granger, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604.829.2001

Matter number: 14-1601

Deduct L/TSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

012-563-455

LOT 11 BLOCK K DISTRICT LOT 526 PLAN 1530

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):

NAZMA JETHA

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

KAREEM JETHA  
Barrister & Solicitor  
#212 - 5450 152nd Street  
Surrey, B.C. V3S 5A5  
(604) 575-3718

Execution Date

Y	M	D
15		

Transferor(s) Signature(s)

NAZMA JETHA

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

\* EXECUTIONS CONTINUED

PAGE 2 of 15 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

15

CITY OF VANCOUVER by its  
authorized signatory:

## OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

## SCHEDULE

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NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant  
Article 2

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Statutory Right of Way

Article 4

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Equitable Charge

Article 6

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**TERMS OF INSTRUMENT - PART 2**  
**HERITAGE REVITALIZATION AGREEMENT**

**WHEREAS:**

- A. The Owner (as herein defined) is the registered owner of the parcel of land at 325 West 11<sup>th</sup> Avenue in the City of Vancouver (the "Lands") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the "Wakefield Residence", which is considered to be of heritage value and is listed in the Vancouver Heritage Register in the "B" evaluation category (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building;
  - (ii) retaining the Heritage Building as a One-Family Dwelling but increasing the number of rooms in the Heritage Building that are permitted to be used for Bed and Breakfast Accommodation; and
  - (iii) constructing a new Infill One-Family Dwelling on the rear of the Lands,
- and under development permit application No. DE418458 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement to be registered on title to the Lands and accept the designation of the exterior of the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55*.

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

**ARTICLE 1**  
**DEFINITIONS**

- 1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
- (a) "Bed and Breakfast Accommodation" has the meaning given under the *Zoning & Development By-law*;

#174150v2.

Heritage Revitalization Agreement - Wakefield Residence  
325 West 11<sup>th</sup> Avenue

- (b) **"City"** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **"City of Vancouver"** means its geographic location and area;
- (c) **"Conservation Plan"** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (d) **"Development"** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building, retain the Heritage Building as a One-Family Dwelling but increase the number of rooms in the Heritage Building that are permitted to be used as Bed and Breakfast Accommodation and construct a new Infill One-Family Dwelling on the rear of the Lands pursuant to the DP Application;
- (e) **"Development Permit"** means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (f) **"Director of Planning"** means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (g) **"DP Application"** has the meaning given above in the introductory paragraphs hereto;
- (h) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (i) **"Heritage Building"** has the meaning given above in the introductory paragraphs herein;
- (j) **"Heritage Consultant"** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (k) **"Heritage Designation"** means the City's designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (l) **"Infill One-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (m) **"Lands"** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;

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

## ARTICLE 2

### SECTION 219 COVENANT

#### REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the Director of Planning:
  - (i) within twenty-four (24) months after earlier of either the date upon which City Council enacts the by-law to effect the Heritage Designation or the date on which this agreement is registered on title to the Lands, or any other agreed upon effective date to the satisfaction of the Director of Planning and the Director of Legal Services, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
  - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
  - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and

- (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue either any license for the Bed and Breakfast Accommodation constructed pursuant to the Development Permit or occupancy permit for the New Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
  - (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any license for the Bed and Breakfast Accommodation or occupancy permit(s) issued for the New Building prior to completion of the Rehabilitation Work, unless such license or permit(s) were obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the New Building is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the New Building and the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this

agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;

- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;
- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have

been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

### ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the licensing and occupancy restrictions set out above in respect of the New Building, the City, in its discretion, may issue occupancy permits or a license therefor and, on that basis, the New Building may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:
- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
  - (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
  - (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
  - (d) all legal requirements for occupancy of the New Building have been fulfilled;
  - (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
  - (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building, the New Building and/or the Lands; and
  - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

- 3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:
- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
  - (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
  - (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
  - (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

#### ARTICLE 4 STATUTORY RIGHT OF WAY

- 4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:
- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
  - (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

#### ARTICLE 5 DEBTS OWED TO CITY

- 5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:



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

**ARTICLE 6**  
**EQUITABLE CHARGE**

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

**ARTICLE 7**  
**BY-LAW VARIATIONS**

- 7.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
  - (a) Section 10.7.1(a) is varied so that the Director of Planning may permit steps in any side yard;
  - (b) Section 10.7.1(b) is varied so that the Director of Planning may permit eaves, gutters, sills and chimneys and other similar projections to project into any required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application; and
- 7.2 Section 11.4.1 of the *Zoning & Development By-law* is hereby varied so that, notwithstanding the definition of Bed and Breakfast Accommodation in the *Zoning & Development By-law*, a maximum of ten bedrooms accommodating a maximum of twenty bed and breakfast guests may be permitted in the Heritage Building and the Infill One-Family Dwelling.
- 7.3 The RT-6 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
  - (a) Section 4.3.1 is varied so that a maximum height of 12.2 metres (40 feet) and 3 storeys is permitted which is the existing height of the Heritage Building;

- (b) Section 4.4.1 is varied so that a minimum front yard of 7 metres (22.97 feet) is permitted which is the existing front yard;
- (c) Section 4.5.1 is varied so that a minimum width of 1.2 metres (4 feet) is permitted for the west side yard which is the existing west side yard;
- (d) Section 4.7.1 is varied so that a maximum floor space ratio of 0.83 is permitted which is approximately 486 square metres ( 5,224 square feet);
- (e) Section 4.7.3(d), (e) and (c) are varied to permit floors which are used for off-street parking and loading, the taking on or discharging of passengers, bicycle and bulk storage, and amenity areas to be excluded from the calculation of floor area, provided the Director of Planning first approves the design of the areas to be used for these purposes; and
- (f) Section 4.7.3(i) is varied to allow portions of exterior stone foundation walls contributing to thermal and building envelope performance, other than as provided for in Section 10.33 - Exterior Wall Exclusions, in Section 10 of the General Regulations of the *Zoning & Development By-law* to be excluded from the calculation of floor area, provided the Director of Planning is satisfied with the extent of the exclusion proposed.

#### ARTICLE 8 SUBDIVISION

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

- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

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

- 8.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the New Building is located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing the New Building, the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing the New Building, provided that, if the owner of that parcel which contains only the New Building wishes to retain the variances granted under Article 7 of this agreement, then this agreement and the related notation may be retained on title to that parcel.
- 8.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following a subdivision as contemplated in Section 8.3 hereof, the Owner of the parcel that contains only the New Building may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

#### ARTICLE 9 NOTICES

- 9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and
- (b) if to the City:

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

**Attention:** City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and

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

**ARTICLE 10  
GENERAL**

- 10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.
- 10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.
- 10.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.
- 10.4 **Waiver.** No failure on the part of the City to exercise and no delay in exercising any right under this agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.
- 10.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.
- 10.8 **Headings.** The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

- 10.9 **Number.** Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.
- 10.10 **Governing Law.** This agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 10.11 **Severability.** All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.
- 10.12 **City Approvals.** In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

END OF DOCUMENT

**EXPLANATION****Heritage Designation By-law  
Re: 4062 Commercial Street**

At a public hearing on May 26, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 4062 Commercial Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
June 9, 2015

4062 Commercial Street  
Florence Anderson House



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

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

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

1. Council considers that the real property described as:

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

4062 Commercial Street  
Vancouver, B.C.

PID: 014-610-345  
LOT 16  
BLOCK 14  
DISTRICT LOT 325 NWD  
OF LOTS 6 TO 11  
PLAN 1458

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

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

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

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 445 Southwest Marine Drive**

Following public hearing on February 24, 2015, Council approved the rezoning of the referenced lands (addressed as 445 SW Marine Drive) subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to subdivide the lands by air space subdivision, or, at the sole discretion of the Managing Director of Social Development and the Director of Legal Services, to otherwise subdivide the lands to create a parcel or parcels for the portion of the development containing at least 70 market rental housing units comprising at least 56 two-bedroom units and 14 three-bedroom units, and once such portion is subdivided, to execute a Housing Agreement to secure such units as rental for the life of the building or 60 years, whichever is longer, and to include registrable covenants in respect of such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, subject to such rentals being made available as market rental housing units and to such other terms and conditions as are satisfactory to the Director of Legal Service, and the Managing Director of Social Development.

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

Director of Legal Services  
June 9, 2015



445 Southwest Marine Drive



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

**A By-law to enact a Housing Agreement  
for 445 Southwest Marine Drive**

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

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

PID: 007-971-338

Lot 1  
District Lots 311 and 323  
Plan 13979

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

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

PAGE 1 OF 22 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)

Elizabeth T. Jawl, Barrister &amp; Solicitor

Stikeman Elliott LLP

1700 - 666 Burrard Street

Vancouver

BC V6C 2X8

File No.: 062872-1152

(DM# 410342)

Phone No.: (604) 631-1300

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

007-971-338

LOT 1 DISTRICT LOTS 311 AND 323 PLAN 13979

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):

0881269 B.C. LTD. (INC. NO. BC0881269)

THE TORONTO-DOMINION BANK, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

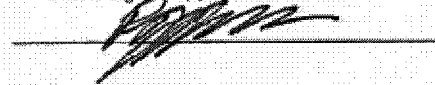
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



Execution Date

Y	M	D
15	06	01

Transferor(s) Signature(s)

0881269 B.C. LTD., by its authorized signatory(ies):


Name: **MATT MEEHAN**

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

PAGE 2 of 22 pages

Officer Signature(s)



**GORDON A. LOVE**  
*Barrister & Solicitor*  
 26th FLOOR  
 700 WEST GEORGIA STREET  
 VANCOUVER, B.C.  
 V7Y 1B3

Execution Date

Y	M	D
15	06	04

Transferor / Borrower / Party Signature(s)

THE TORONTO-DOMINION BANK, by  
 its authorized signatory(ies):



Name: **Lindsay Doyle**  
**Pacific Real Estate Group**

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

PAGE 3 of 22 pages

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

15

CITY OF VANCOUVER, by its  
authorized signatory(ies):

Name:

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 4 OF 22 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant - Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting priority to Covenant with one registration number less than this priority agreement priority over Mortgage CA4008397 and Assignment of Rents CA4008398 (pg 22)

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**TERMS OF INSTRUMENT - PART 2**

**RENTAL HOUSING COVENANT  
445 SOUTHWEST MARINE DRIVE**

**WHEREAS:**

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

- (i) the Transferor, 0881269 B.C. Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner has made an application to amend the CD-1 (Comprehensive Development District (71) Bylaw No. 4570 to allow the development of two residential towers, including 70 units of secured rental housing (the "Rezoning"), which application was approved in principle at a public hearing dated February 24<sup>th</sup> and 26<sup>th</sup>, 2015, subject to, among other things, fulfilment of the condition that the Owner:

*"16. Execute a Housing Agreement, as required by the Director of Legal Services in consultation with the Chief Housing Officer to secure the applicant's obligation to design and build 70 units of secured rental housing. The Housing Agreement will address but not be limited to the following:*

- (i) The 70 units will be secured as rental housing in accordance with the Rental Housing Stock Official Development Plan and the Rate of Change Guidelines, and will have the following additional conditions:*
  - a. That a mix of at least 56 two-bedroom units and 14 three-bedroom units be provided, suitable for families as per the City's Guidelines for High Density Housing for Families with Children;*
  - b. That all "Eligible Tenants" (being all tenants who are resident, as of the date of approval in principle of this application by Council following the Public Hearing (the "Effective Date"), in any of the 70 units that will be demolished if this redevelopment proceeds will be offered a right of first refusal (on a per household basis) to rent an "Equivalent Unit" (being one of the 70 rental units secured by this Housing Agreement that has the same number of bedrooms as that Eligible Tenant was occupying in the demolished building as of the Effective Date);*

- c. That at initial occupancy, returning Eligible Tenants will be entitled to rent with a discount of 20% off starting rents (the "Starting Rents"), which as of the date of this Report would be \$1,750 per month for a two-bedroom unit, and \$2,100 per month for a three-bedroom unit, but which rents will be finally agreed upon as of the Effective Date;
  - d. That discounted Starting Rents are applicable only to Eligible Tenants who exercise their right of first refusal and occupy a unit in the new development. An Eligible Tenant has to decide, prior to rezoning enactment, if they are going to move out and then move back into a replacement unit, or move out and not return.
  - e. That the Starting Rents may be increased annually at the maximum allowable annual rent increase under the Residential Tenancy Act, between the Effective Date and the date when the final occupancy permit is issued for these 70 units;
  - f. That all secured rental housing units will be contained within a single air space parcel;
  - g. That such air space parcel may not be subdivided by deposit of a strata plan, and none of such units may be separately sold;
  - h. That none of such units will be rented for less than one month at a time.
- (ii) The applicant must comply with the Tenant Relocation Plan attached as Appendix D of the Policy Report dated January 27, 2015, entitled "CD-1 Rezoning - 445 Southwest Marine Drive (Marine Gardens)";
  - (iii) No occupancy permit will be issued for any part of this development until a final occupancy permit has been issued for these 70 units of secured rental housing; and
  - (iv) Such other terms and conditions as the Director of Legal Services and the Chief Housing Officer may require.

*Note to Applicant: A by-law enacted pursuant to section 565.2 of the Vancouver Charter will be required to authorize the housing agreement."*

D. The Owner and the City are now entering into this Agreement to satisfy the said condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the

Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands:

**ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS**

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

- (a) "Agreement" means this rental housing covenant, including the foregoing Recitals;
- (b) "ASP Subdivision Plan" has the meaning ascribed to that term in Section 3.1(a);
- (c) "Chief Housing Officer" means the City employee appointed as such from time to time and his/her successors in function and their respective nominees;
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "City Personnel" means the City's elected officials, officers, employees, contractors, subcontractors, agents, licensees, invitees and permittees;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands in furtherance of the Rezoning following the date this Agreement is fully executed by the parties;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) "Effective Date" means the date of approval in principle by City Council of the Rezoning following public hearing, being February 26, 2015;
- (j) "Eligible Tenants" means the tenants who are resident in the Existing Building as of the Effective Date and have elected, prior to the Enactment Date, to relocate to an Equivalent Unit in the New Building, and "Eligible Tenant" means any one of them;
- (k) "Enactment Date" means the date of the enactment of the Rezoning By-law;
- (l) "Equivalent Unit" means a Rental Housing Unit with the same number of bedrooms that the Eligible Tenant was occupying in the Existing Building as of the Effective Date;



- (m) "Existing Building" means the buildings and structures on the Lands as of the Effective Date, thereafter to be demolished and the Lands redeveloped;
- (n) "Housing Unit" means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (p) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (q) "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;
- (r) "New Building" means the new buildings or structures to be built on the Lands as contemplated by the Rezoning and any Development Permit, and includes any portion of any such buildings or structures, 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;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building;
- (t) "Owner" means the Transferor, 0881269 B.C. Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "Rental Discount" has the meaning ascribed in Section 4.1(b);
- (w) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental

accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (x) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c), and "Rental Housing Unit" means any one of such Units;
- (y) "Rental Housing Units Parcel" has the meaning ascribed to that term in Section 3.1(a);
- (z) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(i), and "Replacement Rental Housing Units" means more than one or all of such Units, as the context requires;
- (aa) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (bb) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction as contemplated by Article 4, and "Returning Tenant" means any one of them;
- (cc) "Rezoning" has the meaning ascribed in Recital C;
- (dd) "Rezoning By-law" means the bylaw enacting the Rezoning;
- (ee) "Starting Rents" has the meaning ascribed in Section 4.1(b);
- (ff) "Tenant Relocation Plan" means the Owner's tenant relocation plan, a copy of which is attached hereto as Schedule A, and as may be thereafter amended with the prior written consent of the Chief Housing Officer;
- (gg) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the New Building containing the Rental Housing Units Parcel is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building containing the Rental Housing Units Parcel; and
- (hh) "*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 statute, by-law and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any redevelopment on the Lands in furtherance of the Rezoning after the date of this Agreement, at its sole cost and expense will construct, and thereafter throughout the Term will maintain, a total of not less than 70 Housing Units, at least 56 of which will be two-bedroom units and at least 14 of which will be three-bedroom units, suitable for families as per the City's Guidelines for High Density Housing for Families with Children, all in

accordance with the Development Permit, any building permit issued pursuant thereto and this Agreement;

- (c) after such completion and thereafter throughout the Term, all such 70 Housing Units on the Lands will be used only for the purpose of providing Rental Housing (collectively, the "Rental Housing Units", and each a "Rental Housing Unit");
- (d) after such completion and thereafter throughout the Term, the Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial or legal owner, as the case may be, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.9;
- (f) throughout the Term, it will not suffer, cause or permit the Rental Housing Units Parcel to be created by the deposit of a strata plan, or the Rental Housing Units Parcel to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of 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) throughout the Term, it will insure the Rental Housing Units Parcel and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (i) after completion and thereafter throughout the Term, it will keep and maintain the Rental Housing Units Parcel and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is damaged or destroyed before the end of the Term, the Owner will promptly restore and repair the same (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit") whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3  
SUBDIVISION OF THE LANDS**

**3.1 Notwithstanding Section 2.1(f):**

- (a) prior to the issuance of an Occupancy Permit for any part of any New Building, the Owner will subdivide the Lands and the New Building containing any of the Rental Housing Units by deposit of an air space subdivision plan (the "ASP Subdivision Plan"), subject to compliance by the Owner with all applicable requirements of the City's Approving Officer, this Agreement and all applicable laws and by-laws, so as to create a separate air space parcel or remainder parcel containing all of the Rental Housing Units (the "Rental Housing Units Parcel"); and
- (b) following the deposit of the ASP Subdivision Plan and the issuance of a final Occupancy Permit for the Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel or lot other than the Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) and/or lot(s), respectively; provided, that:
  - (i) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (ii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iii) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 4  
RETURNING TENANTS**

**4.1 The Owner further covenants and agrees with the City in respect of the use of the Lands and the New Building, that:**

- (a) it will provide all Eligible Tenants with a right of first refusal to occupy an Equivalent Unit in the New Building after it has been constructed and is ready for occupancy in accordance with the terms of this Agreement and the Tenant Relocation Plan;
- (b) all Returning Tenants will be entitled to a rental discount (the "Rental Discount") equal to 20% off the starting rents (the "Starting Rents") for the Equivalent Units, which are:
  - (i) \$1,750 per month for a two (2) bedroom Rental Housing Unit; and
  - (ii) \$2,100 per month for a three (3) bedroom Rental Housing Unit,

and from the Enactment Date will be subject to the provisions of the *Residential Tenancy Act* regarding rent increases. For greater certainty, the Starting Rents may be increased annually at the maximum allowable annual rent increase permitted by the *Residential Tenancy Act* between the Enactment Date and the date when the final Occupancy Permit is issued for the Rental Housing Units.

- (c) it will provide all Eligible Tenants with the notice, rent allowance, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
- (d) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

#### 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 New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not suffer or permit the occupation of, any New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any New Building; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any New Building, notwithstanding completion of construction of any New Building,until such time as the Owner:
  - (iii) is able to apply for an Occupancy Permit for the Rental Housing Units and all related facilities;
  - (iv) provides the City with proof that insurance consistent with the requirements of Section 2.1(h) is in force and effect as of Occupancy Permit issuance, in form and substance satisfactory to the City;
  - (v) provides the City with confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City; and
  - (vi) provides the City with particulars regarding all Returning Tenants, including the unit number and type to be occupied by each and the starting rent that will be payable for the same, together with evidence substantiating the Rental Discount has been given; and
- (b) without limiting the general scope of Article 8, 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 RECORD KEEPING**

- 6.1 The Owner will, throughout the Term, keep accurate records pertaining to the use and occupancy of the Rental Housing Units (or Replacement Rental Housing Units, as applicable), and the rental rates charged to the Returning Tenants, such records to be to the satisfaction of the City. At the request of the City, from time to time, and only to the extent permitted by law, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information. The Owner will also, throughout the Term, forthwith upon request by the City, provide the City with proof of the insurance required to be taken out pursuant to Section 2.1(h), in form and substance satisfactory to the City.

#### **ARTICLE 7 ENFORCEMENT**

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

#### **ARTICLE 8 RELEASE AND INDEMNITY**

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
    - (i) by reason of the City or City Personnel:
      - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building containing the Rental Housing Units or any part thereof to the extent that such reviewing, accepting or approving is connected to matters covered under this Agreement;
      - B. withholding any permit pursuant to this Agreement; or

- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

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

The indemnities in this Article 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 **Survival of Release and Indemnities.** The release and indemnities in this Article 8 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 9 NOTICES**

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

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the Chief Housing Officer and the Director of Legal Services

- (b) If to the Owner:

0881269 B.C. Ltd.  
9th Floor, 1095 West Pender Street  
Vancouver, British Columbia  
V6E 2M6

Attention: Senior Vice-President, Planning

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

- (c) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a

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

(d) if personally delivered, on the date when delivered,

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

#### ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated, subject to Article 5.
- 10.2 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 10.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 10.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section

565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands in accordance with Section 10.7.

- 10.7 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the subdivision and Rezoning of the Lands; and
  - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 10.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof (subject always also to Sections 2.1(e) and 2.1(f)), to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters in to an assumption agreement as provided in this Section 10.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.
- 10.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

## SCHEDULE A Tenant Relocation Plan

### Marine Gardens - Tenant Relocation Plan - Final Concord Pacific February 26<sup>th</sup>, 2015

This tenant relocation plan strives to assist tenants as they deal with the redevelopment of the site. This tenant relocation plan is subject to Council approval of a rezoning application for 445 SW Marine Drive. This tenant relocation package will be in effect as soon as the rezoning is approved by Council enactment.

Each tenant household currently residing at Marine Gardens will be offered a tenant relocation package consisting of the following:

#### **1. Assistance to Find New Accommodation**

As part of the tenant relocation plan, Prompton Real Estate Services,<sup>1</sup> in conjunction with Concord Pacific, will provide the tenants with an offer of assistance in finding comparable alternative accommodation, including the following:

- A monthly updated list of available comparable accommodation in the area, or in any other area requested by the tenant, AND
- Work with each tenant to identify key housing needs (e.g. family/pet-friendly, affordable, within the neighbourhood or school catchment area, required number of bedrooms, etc), AND
- Provide each tenant with 3 reasonable offers for alternative, affordable rental accommodation, including one option in the area / neighbourhood, and two other options within the City, that address the needs identified by the tenant (as outlined through the process above).

#### **2. Rent Rebate**

All existing tenants, at the end of their tenancy, will receive free rent for their last month and a rent rebate cheque for their unit based on their length of tenancy at Marine Gardens at the time of Council approval of a rezoning application for 445 SW Marine Drive, as outlined in the table below:

Length of Tenancy	Rent Rebate per Unit
Less than 3 years	Cheque equal to 2 months rent
Between 3 and 9 years	Cheque equal to 3 months rent
10 or more years	Cheque equal to 4 months rent

Upon Council approval of a rezoning application for 445 SW Marine Drive, tenants who give notice of early lease termination will qualify for a rent rebate based on their tenure, as outlined in the table above.

Concord will also provide regular updates on the construction schedule for the proposed project. Upon notice of eviction, tenants will be given 2 months to vacate, plus monetary compensation for the remainder of their term, as per the table above.

#### **3. Moving Allowance**

Each household unit will receive \$2,000 to assist with expenses related to moving out of the building.

<sup>1</sup> In May 2011 Concord put its agent Prompton Real Estate Services Inc. in charge of the day-to-day management of Marine Gardens. Prompton is a sales, leasing and property management company with over 35 years of experience and currently manages over 1,000 units in the lower mainland including Vancouver, Richmond, Burnaby, Surrey and New Westminster. They offer their services in Mandarin, Cantonese, and English and have a number of staff fluent in a number of other languages.

#### 4. First Right of Refusal

Existing tenants are entitled to the right of first refusal to relocate into a replacement rental unit after construction completion of the new development. Tenants will be required to advise prior to rezoning enactment if they want to return. If approved, rezoning enactment is anticipated to be in the fall of 2015. Returning tenants will receive a 20% rent discount off of the market rent for the unit determined at the point of public hearing and as noted below, this discount will be solely for the benefit of the existing tenants and is non-transferable. The starting rents may be increased annually at the maximum allowable annual rent increase under the Rental Tenancy Act (RTA). Escalation of such rents allowable under the RTA will begin as of the date of rezoning enactment.

##### 5 a) If a tenant is moving out and then back into a replacement unit:

###### Moving Back After Construction Allowance

Returning tenants will receive \$2,000 per unit to assist with expenses related to moving into the replacement units.

###### Rent Discount for Moving Back to New Development

Returning tenants will receive a 20% discount from the market rental rate for their unit for as long as they occupy the unit. At this time a 2 bedroom unit will rent for \$1,750 per month and a 3 bedroom unit for \$2,100 per month. Escalation of rents under the RTA is allowable and will begin as noted above. This discount is solely for the benefit of existing tenants who elect to move back and is non-transferable.

###### Moving Timeline

With assistance from Concord, tenants can begin looking for alternative accommodation upon council approval.

OR

##### 5 b) If a household is NOT moving into a replacement unit:

###### Move-Out Bonus:

Household not returning to a replacement rental unit will receive a one-time move-out per household bonus to ease the transition into the current rental market.

Length of Tenancy	Relocation Bonus
Less than 3 years	\$5,000
3 years or more	\$8,500

###### Moving Timeline

With assistance from Concord, tenants can begin looking for alternative accommodation upon council approval.

#### 6) Tenant Relocation Report

Once all tenants have been relocated, Concord will provide to the City the following:

- A copy of the official termination notice with a list of all the residents at the time and their unit numbers.
- A relocation activities report indicating:
  - Names of all tenants;
  - Whether they will exercise their option to return to a replacement unit;
  - The outcome of each household's search for interim and/or permanent alternate accommodation;
  - A summary of the total monetary value provided to each tenant (including moving costs, rent, etc.);
  - A summary of all communication with the tenants.

Please feel free to contact Kim Love at Prompton to discuss any aspect of this document.

Office #: (604) 896-2891

Cell #: (604) 551-9025

Email: [kim@prompton.bc.ca](mailto:kim@prompton.bc.ca)

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4008397 and the Assignment of Rents registered under number CA4008398;
- (b) "Existing Chargeholder" means The Toronto-Dominion Bank;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT