

EXPLANATION**A By-law to amend the Sign By-law
Re: 2095 West 43rd Avenue**

After the public hearing on February 24 and 26, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
January 19, 2016

EXPLANATION**A By-law to amend By-law No. 11125
Re: 998 Expo Boulevard**

After the public hearing on December 15, 2015, Council resolved to amend By-law No. 11125 regarding 998 Expo Boulevard. 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
January 19, 2016

HB.

998 Expo Boulevard

BY-LAW NO. _____

Amendment to CD-1 (593) By-law No. 11125

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

1. This by-law amends By-law No. 11125.
2. Council strikes "8%" from section 4.4(a) and replaces it with "12%".
3. Council strikes the words "or below" from 4.4 (d).
4. Council strikes section 4.5 and replaces it with:

"4.5 Computation of floor area must exclude:

 - (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - i) the total area of all such exclusions must not exceed 12% of the residential floor area; and
 - ii) the balconies must not be enclosed for the life of the building;
 - (b) amenity areas, except that the total exclusion for amenity areas must not exceed the lesser of 20% of permitted floor area or 929 m²."
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.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 137-139 East Pender Street**

At its meeting on July 21, 2015, the City's Council approved a grant of \$180,000 to the owner of 137-139 East Pender Street to assist the owner in renovating and making improvements to the building located there, including improving life safety, health and liveability in/of that building subject to a number of conditions, including a condition that the owner first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter* on the terms and conditions set forth in the minutes of that meeting, including to secure all dwelling units in the building as affordable rental housing for the longer of 60 years and the life of the building.

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 condition regarding a Housing Agreement.

Director of Legal Services
January 19, 2016

137-139 East Pender Street

HC.

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 137-139 East Pender 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: 015-670-554 Lot 15 Block 12 District Lot 196 Plan 184

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 , 2016

Mayor

City Clerk

Schedule A

FORM_C_V21 (Charge)

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

PAGE 1 OF 13 PAGES

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



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

[TO BE FILLED IN BY APPLICANT'S LAWYER]

*Burns Fitzpatrick Rogers Schwartz & Turner LLP
Barristers & Solicitors
1400-510 Burrard Street
Vancouver, B.C., V6C 3A8*

LTO Client number:
Phone number: 604-602-5003
Matter number: 15-1253 (Housing Agreement)

Deduct LTSA Fees? Yes

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

015-670-554 LOT 15 BLOCK 12 DISTRICT LOT 196 PLAN 184

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):

MAH SOCIETY OF CANADA (SOCIETY NO. S-0001235)

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)

[Signature]

Execution Date

| Y | M | D |
|----|----|----|
| 15 | 12 | 22 |

Transferor(s) Signature(s)

MAH SOCIETY OF CANADA by its authorized signatory(ies):

[Signature]
Print Name: **WILLIAM MA, PRESIDENT**

Print Name:

**NORMAN Q. CHOW
Barrister & Solicitor
1400 - 510 BURRARD STREET
VANCOUVER, B.C. V6C 3A8
604-602-8000 FAX: 604-685-2104**

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

SCHEDULE

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|-----------------------------------|
| Covenant | | Section 219 Covenant Article 2 |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
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| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
137-139 EAST PENDER STREET

WHEREAS:

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

- (i) the Transferor, **MAH SOCIETY OF CANADA**, 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. At a meeting on July 21, 2015, the City's Council approved a grant of \$180,000 to the Owner to assist the Owner in renovating and making improvements to the Building, including improving life safety, health and liveability in/of the Building, subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to Section 565.2 of the *Vancouver Charter* to secure 36 single room occupancy designated rooms in the Building as affordable Rental Housing (as more particularly described in Section 1.1, the "SRO Units") on the terms and conditions more particularly set out in the minutes of that meeting (the "Housing Condition"); and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

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

- (a) "**Agreement**" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "**Building**" means the building on the Lands known as the *Asia Hotel*, and includes each and every portion of that building;

- (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 Permit"** means a development permit issued by the City in respect of the renovation of the Building described in Recital C above and more particularly in the Administrative Report to the City's Council dated July 13, 2015, entitled "Grants to Support Upgrading of SROs" (RTS No. 11044);
- (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) **"Housing Condition"** has the meaning ascribed to that term in Recital C;
- (j) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (k) **"Lands"** means the lands described in Item 2 in the Form C attached hereto;
- (l) **"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;
- (m) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (n) **"Owner"** means the transferor, Mah Society of Canada, and all of its assigns, successors and successors in title to the Lands or any part thereof;
- (o) **"Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), 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;

- (p) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (q) "Shelter Rate Housing" means Rental Housing:
 - (i) available only to tenants who are on income assistance; and
 - (ii) where the tenant's contribution towards rent is no more than the shelter component of income assistance (as of January, 2015, \$375 per month for a single individual);
- (r) "SRO Units" means 36 single room occupancy residential units to be refurbished within the Building, which units will comply with the terms hereof applicable to the same, and "SRO Unit" means any one of them, and those terms include each and all units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (s) "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 renovated Building; and
- (t) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will promptly renovate, and throughout the Term will diligently repair and maintain, the SRO Units in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the Owner will make all reasonable efforts to maximize the affordability of all of the SRO Units, and to evidence such efforts, in the event that the average rent of the SRO Units in any calendar month exceeds the average single room occupancy rent levels in the downtown core, as determined by the City's biennial Low Income Housing Survey, the Owner will provide the City with an explanation and pro-forma that lays out the operational rationale for the rents being charged;
- (d) throughout the Term, not less than twelve of the SRO Units (being one third of the total), will be used only for Shelter Rate Housing;
- (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 SRO Unit to be sold or otherwise transferred;

- (i) unless title to every SRO Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner; and
 - (ii) 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 SRO Units;
- (f) throughout the Term, it will not suffer, cause or permit the Building or the Lands 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 SRO Unit in contravention of the covenant in Section 2.1(e), and any subdivision of the Building or the Lands 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 SRO 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;
- (i) throughout the Term, it will submit to the City not later than January 31 a written report in form and contents satisfactory to the City, setting out:
- (i) the rent charged for each of the SRO Units; and
 - (ii) tenant information for each of the Shelter Rate Housing units substantiating his/her eligibility for occupancy of such unit,
- in each case in respect of the calendar year ended as of December 31 of the just ended calendar year; and
- (j) 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 SRO Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 RECORD KEEPING

- 3.1 The Owner will keep accurate records pertaining to the use and occupancy of the SRO 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 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

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

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

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

- A. reviewing, accepting or approving the design, specifications, materials and/or methods for construction of the renovations of the Building contemplated by the Development Permit;
- 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

- (c) Regardless of whether the claim is being defended under Section 5.2(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.

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

**ARTICLE 6
NOTICES**

6.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

Mah Society of Canada
137 - 139 East Pender Street
Vancouver, British Columbia
V6A 1T6

Attention: Executive Director

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

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

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

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

**ARTICLE 7
MISCELLANEOUS**

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands.

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

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

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

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
Re: 2836 West 14th Avenue**

At a public hearing on October 20, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 2836 West 14th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
January 19, 2016

2836 West 14th Avenue
Beer Residence

He.

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 | 2836 West 14 th Avenue Vancouver, B.C. | PID: 013-719-858 LOT 7 BLOCK 109 DISTRICT LOT 540 PLAN 2485 |
|--|--|---|

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 _____, 2016

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: CD-1 By-laws for sites adjacent to SkyTrain**

After the public hearing on November 24, 2015, Council resolved to amend various CD-1 By-laws for sites adjacent to SkyTrain to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
January 19, 2016

116.

CD-1 District Parking requirements

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to parking amendments to various CD-1 By-laws
for sites adjacent to SkyTrain**

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 inserts at the top of the table in Schedule C:

“

| Address | By-law No. | CD-1 No. | Parking Requirements |
|---------------------------------|--------------|----------|---|
| Kamloops Street and 24th Avenue | 6312 & 11411 | (209) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |
| Nanaimo Street and 26th Avenue | 6313 & 11412 | (210) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |
| 2709-2791 East 28th Avenue | 6315 & 11413 | (212) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |
| Slocan Street and 29th Avenue | 6316 & 11414 | (213) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |
| Earles Street and 29th Avenue | 6318 & 11415 | (215) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |
| Kings Avenue and Rupert Street | 6320 & 11416 | (217) | Parking, loading and bicycle spaces in accordance with by-law standards on January 19, 2016, except that a minimum of 0.65 parking spaces must be provided for every dwelling unit. |

