

EXPLANATION**Designation of an area described as
West End as a Business Improvement Area 2016-2021**

Enactment of the attached by-law will implement Council's resolution of February 24, 2016 to designate West End as a business improvement area with a five year funding ceiling of \$4,551,115.00 for the term April 1, 2016 to March 31, 2021.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____

ABF

**A By-law to Designate a Business
Improvement Area in that area of the
City known as West End**

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

1. The name of this By-law, for citation, is the "West End BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$4,551,115.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



EXPLANATION**Grant Allocation By-law
Davie Village Business Improvement Association**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as West End, for a term of five years. Enactment by Council of this By-law, after its enactment of the West End Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ ABF

**A By-law to Grant Money for a Business Promotion Scheme
in the West End Business Improvement Area**

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

1. The name of this By-law, for citation, is the "2016 West End BIA Grant Allocation By-law".

2. In this By-law:

"accountant" means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

"Association" means the Davie Village Business Improvement Association;

"audited financial statements" mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

"budget" means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

"business improvement area" means the area of the city designated by Council as the West End Business Improvement Area;

"business promotion scheme" means a business promotion scheme as defined in section 455 of the Vancouver Charter;

"declaration of meeting" means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

"Director" means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the West End Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and

- (ii) insofar as possible, pay all its debts,
by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION

**Designation of an area described as
Hastings Crossing
as a Business Improvement Area 2016-2021**

Enactment of the attached By-law will implement Council's resolution of February 24, 2016, to designate Hastings Crossing as a business improvement area with a five year funding ceiling of \$1,030,000.00, for the term April 1, 2016 to March 31, 2021.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ **A3F**

**A By-law to Designate a Business
Improvement Area in that area of the
City known as Hastings Crossing**

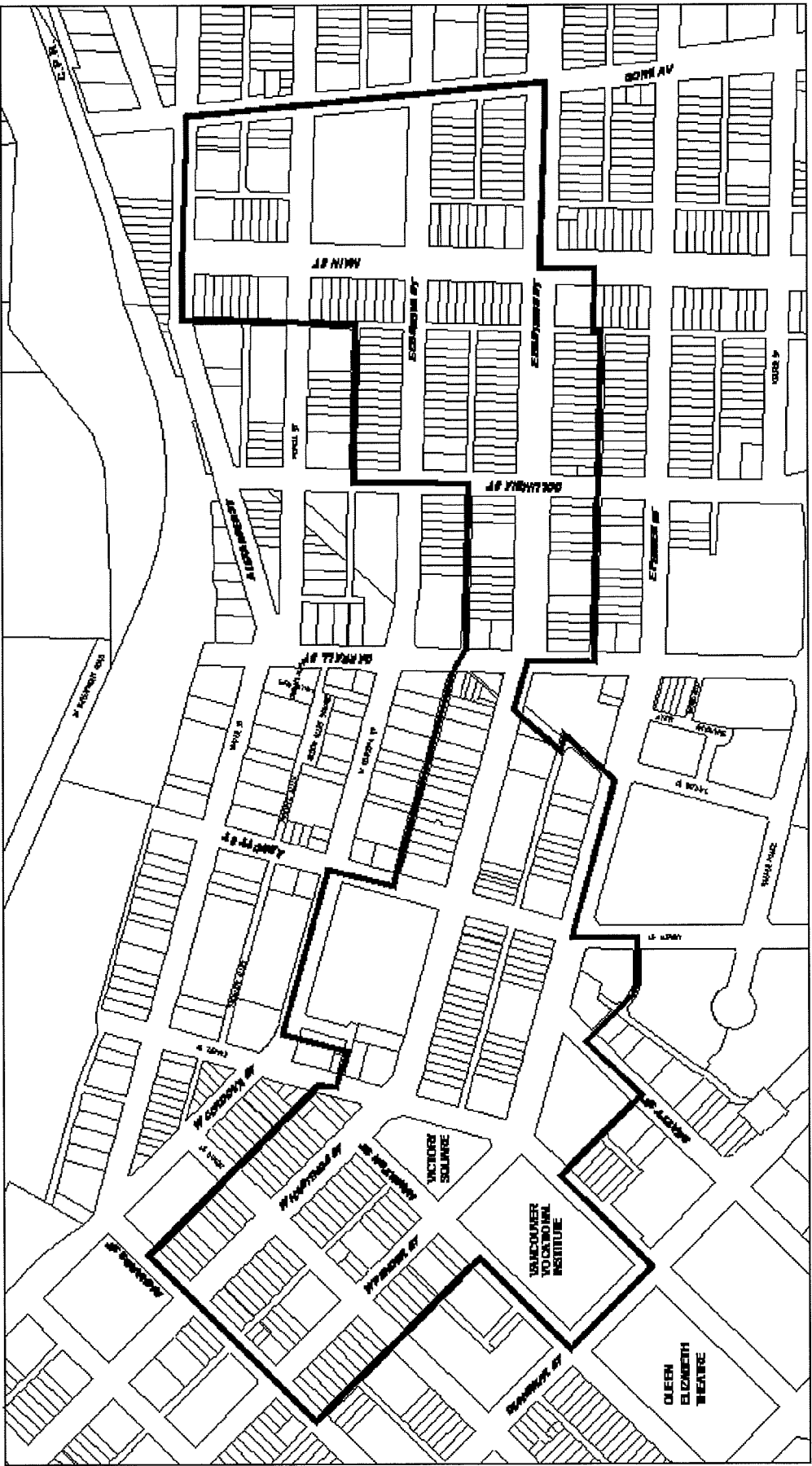
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "Hastings Crossing BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council, from time to time, grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2, must not exceed in aggregate, \$1,030,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property, from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



Hastings Crossing B.I.A.

EXPLANATION**Grant Allocation By-law
Hastings Crossing Business Improvement Association**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Hastings Crossing, for a term of five years. Enactment by Council of this By-law, after its enactment of the Hastings Crossing Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

BY-LAW NO. *A3F*

**A By-law to Grant Money for a Business Promotion Scheme
in the Hastings Crossing Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2016 Hastings Crossing BIA Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Hastings Crossing Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Hastings Crossing Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Hastings Crossing Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;

- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION**Designation of an area described as
Kerrisdale as a Business Improvement Area 2016-2021**

Enactment of the attached By-law will implement Council's resolution of February 24, 2016, to designate Kerrisdale as a business improvement area with a five year funding ceiling of \$1,802,000.00, for the term April 1, 2016 to March 31, 2021.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ ABF

**A By-law to Designate a Business
Improvement Area in that area of the
City known as Kerrisdale**

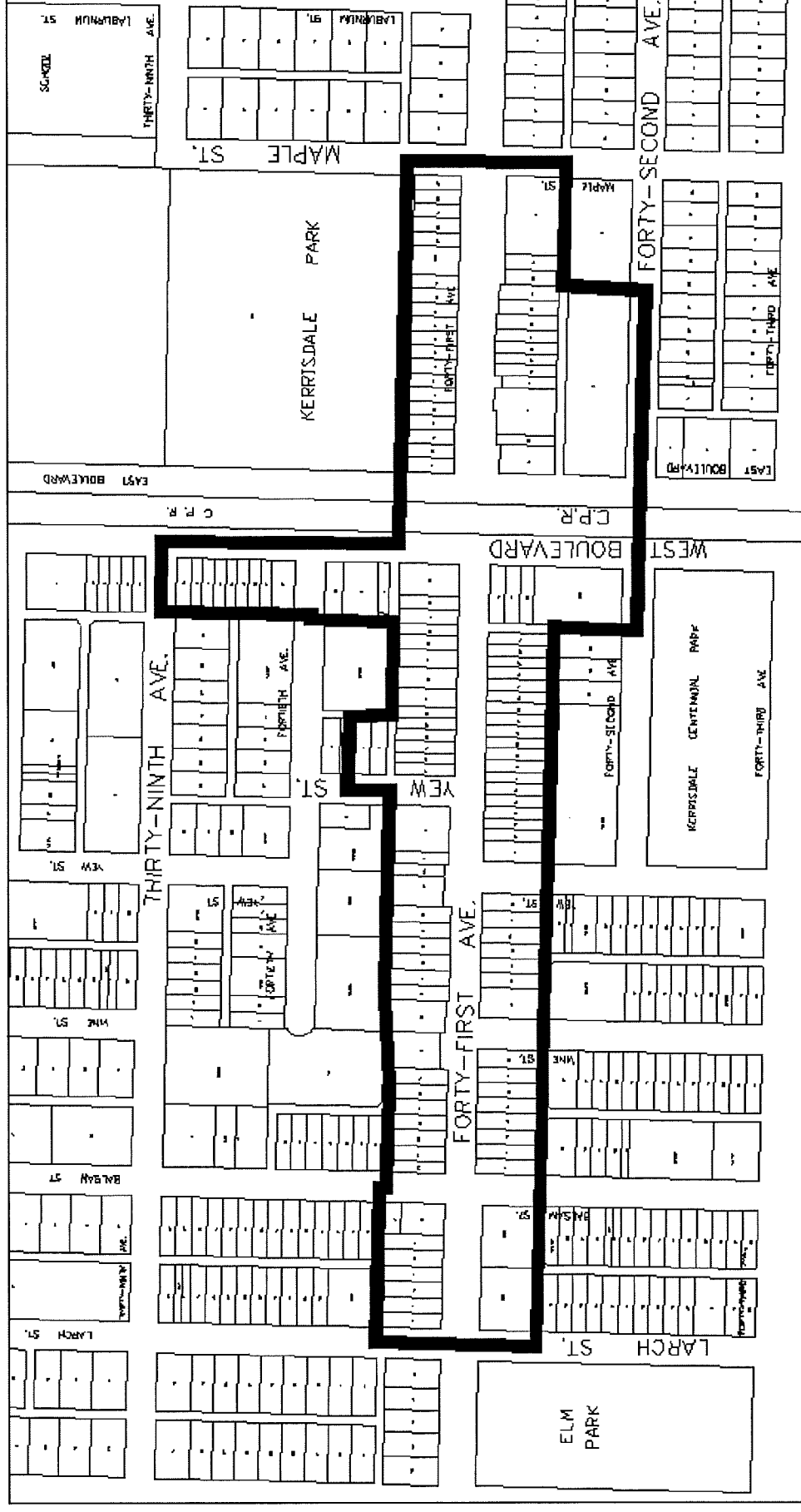
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "Kerrisdale BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council, from time to time, grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2, must not exceed in aggregate, \$1,802,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property, from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



Kerrisdale B.I.A.

EXPLANATION**Grant Allocation By-law
Kerrisdale Business Association**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Kerrisdale, for a term of five years. Enactment by Council of this By-law, after its enactment of the Kerrisdale Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____

ABF

**A By-law to Grant Money for a Business Promotion Scheme
in the Kerrisdale Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2016 Kerrisdale BIA Grant Allocation By-law”.
2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Kerrisdale Business Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Kerrisdale Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Kerrisdale Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;

- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION

**Designation of an area described as
Kitsilano 4th Avenue
as a Business Improvement Area 2016-2021**

Enactment of the attached By-law will implement Council's resolution of February 24, 2016, to designate Kitsilano 4th Avenue as a business improvement area with a five year funding ceiling of \$2,100,000.00, for the term April 1, 2016 to March 31, 2021.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ **A3F**

**A By-law to Designate a Business
Improvement Area in that area of the
City known as Kitsilano 4th Avenue**

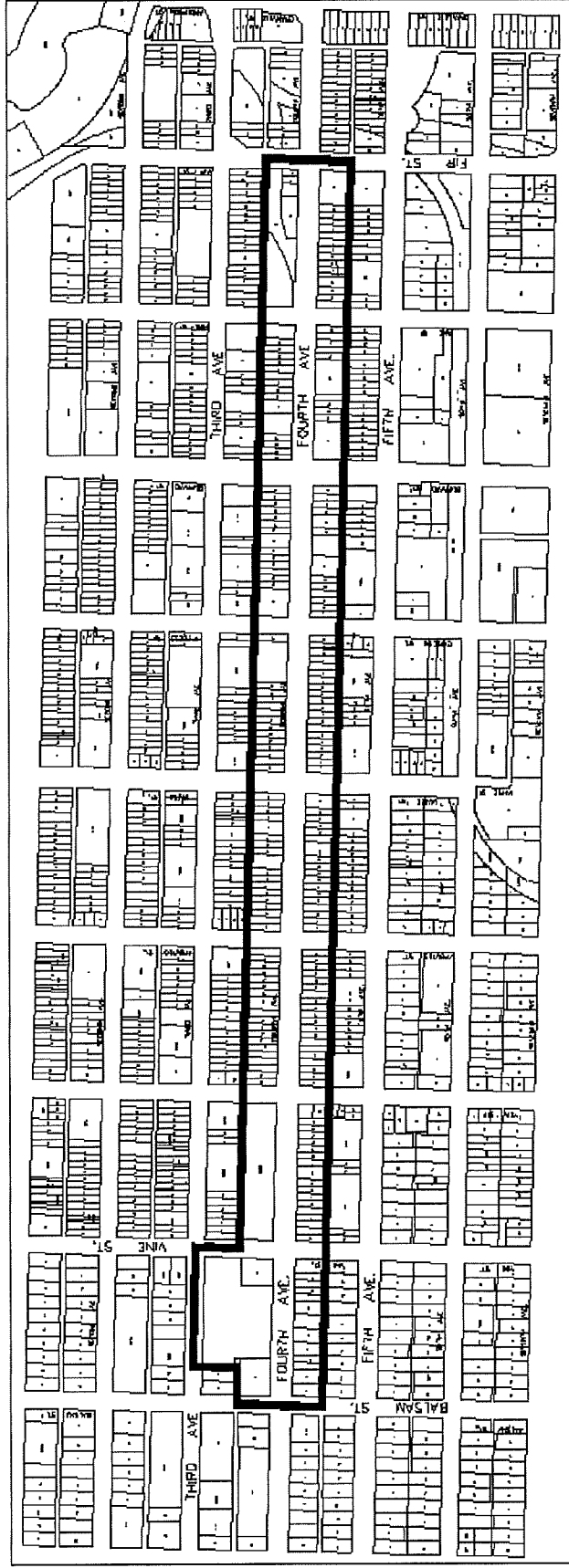
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the “Kitsilano 4th Avenue BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council, from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2, must not exceed in aggregate, \$2,100,000.00.
4. Recovery by the city of the amount of money granted to an applicant, is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property, from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



Kitsilano Fourth Avenue B.I.A.

EXPLANATION**Grant Allocation By-law
Kitsilano 4th Avenue Business Association**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Kitsilano 4th Avenue, for a term of five years. Enactment by Council of this By-law, after its enactment of the Kitsilano 4th Avenue Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

**A By-law to Grant Money for a Business Promotion Scheme
in the Kitsilano 4th Avenue Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2016 Kitsilano 4th Avenue BIA Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Kitsilano 4th Avenue Business Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Kitsilano 4th Avenue Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Kitsilano 4th Avenue Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;

- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION**Designation of an area described as
Mount Pleasant Expansion Business Improvement Area
as a Business Improvement Area 2016-2021**

Enactment of the attached by-law will implement Council's resolution of February 24, 2016 to designate the Mount Pleasant Expansion Business Improvement Area as a business improvement area with a five year funding ceiling of \$418,716.00 for the term April 1, 2016 to March 31, 2021, and with common administration along with the Mount Pleasant Business Improvement Area by the Mount Pleasant Commercial Improvement Society.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ **ABF**

**A By-law to Designate an Expansion Business Improvement Area
in that area of the City known as Mount Pleasant**

PREAMBLE

Council has already designated an adjacent area of the city as the "Mount Pleasant Business Improvement Area" by a by-law that is to expire on March 31, 2021.

The intent is to consolidate the Mount Pleasant Business Improvement Area and the Mount Pleasant Expansion Business Improvement Area designated by this By-law under one designation when their terms expire.

Council acknowledges that the Mount Pleasant Commercial Improvement Society is to include members from both the Mount Pleasant Business Improvement Area and Mount Pleasant Expansion Business Improvement Area, and is to administer the business promotion schemes for the two areas as one.

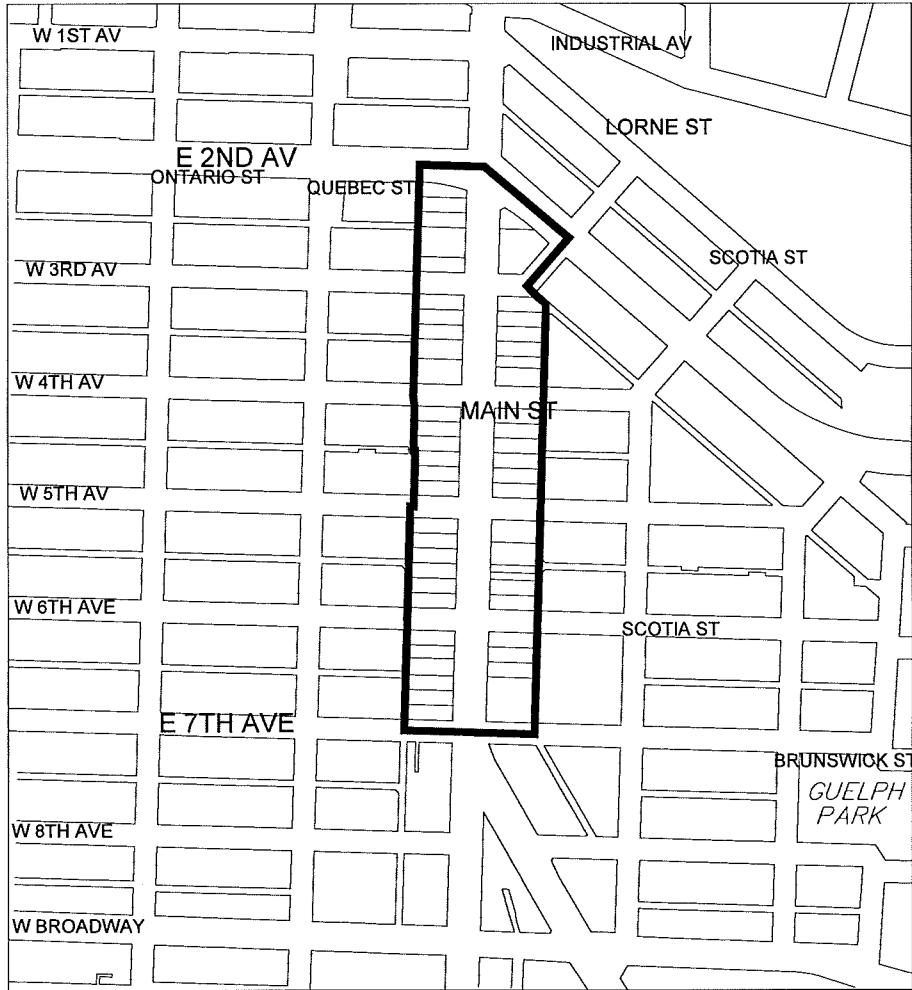
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "Mount Pleasant Expansion Business Improvement Area Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$418,716.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk



Mt. Pleasant Expansion-area B.I.A.



EXPLANATION**2016 Grant Allocation By-law
Mount Pleasant Commercial Improvement Society**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Mount Pleasant Expansion, for a term of five (5) years. Enactment by Council of this By-law, after its enactment of the Mount Pleasant Expansion Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____

ABF

**A By-law to Grant Money for a Business Promotion Scheme
in the Mount Pleasant Expansion Business Improvement Area**

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

1. The name of this By-law, for citation, is the “Mount Pleasant Expansion Business Improvement Area Grant Allocation By-law”.

1. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Mount Pleasant Commercial Improvement Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Mount Pleasant Expansion Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Mount Pleasant Expansion Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;

- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**Designation of an area described as
West Broadway as a Business Improvement Area 2016-2021**

Enactment of the attached By-law will implement Council's resolution of February 24, 2016, to designate West Broadway as a business improvement area with a five year funding ceiling of \$1,375,000.00, for the term April 1, 2016 to March 31, 2021.

Director of Legal Services
March 8, 2016

ABF

ABF

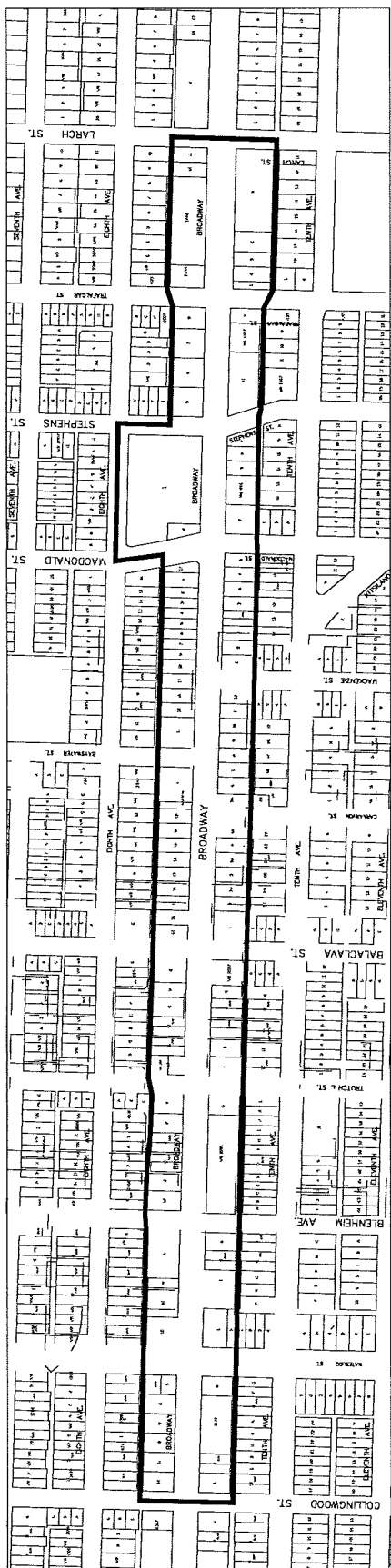
ABF

- ABF

ABF

ABF

ABF



West Broadway BIA

EXPLANATION**Grant Allocation By-law
West Broadway Business Improvement Association**

Following a Court of Revision on February 3, 2016, Council passed a resolution on February 24, 2016, which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as West Broadway, for a term of five years. Enactment by Council of this By-law, after its enactment of the West Broadway Business Improvement Area Designation By-law, will complete that instruction.

Director of Legal Services
March 8, 2016

BY-LAW NO. _____ **ABF**

**A By-law to Grant Money for a Business Promotion Scheme
in the West Broadway Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2016 West Broadway BIA Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the West Broadway Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the West Broadway Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the West Broadway Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;

- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 60 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
 - (i) must be given to owners to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be a minimum of 15 persons present in person or by proxy, except that each proxy holder present must hold no more than one proxy vote;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2016, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this day of , 2016

Mayor

City Clerk

EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 6929-6969 Cambie Street
and 515 West 54th Avenue**

Enactment of the attached By-law will delete 6929-6969 Cambie Street and 515 West 54th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 17, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
March 8, 2016

6929-6969 Cambie Street
and 515 West 54th Avenue

A3F

BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lots 22 to 25, Block 896, District Lot 526, Plan 10198; PIDs 009-592-792, 005-600-146, 009-592-806 and 002-620-341 respectively, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps 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 _____, 2016

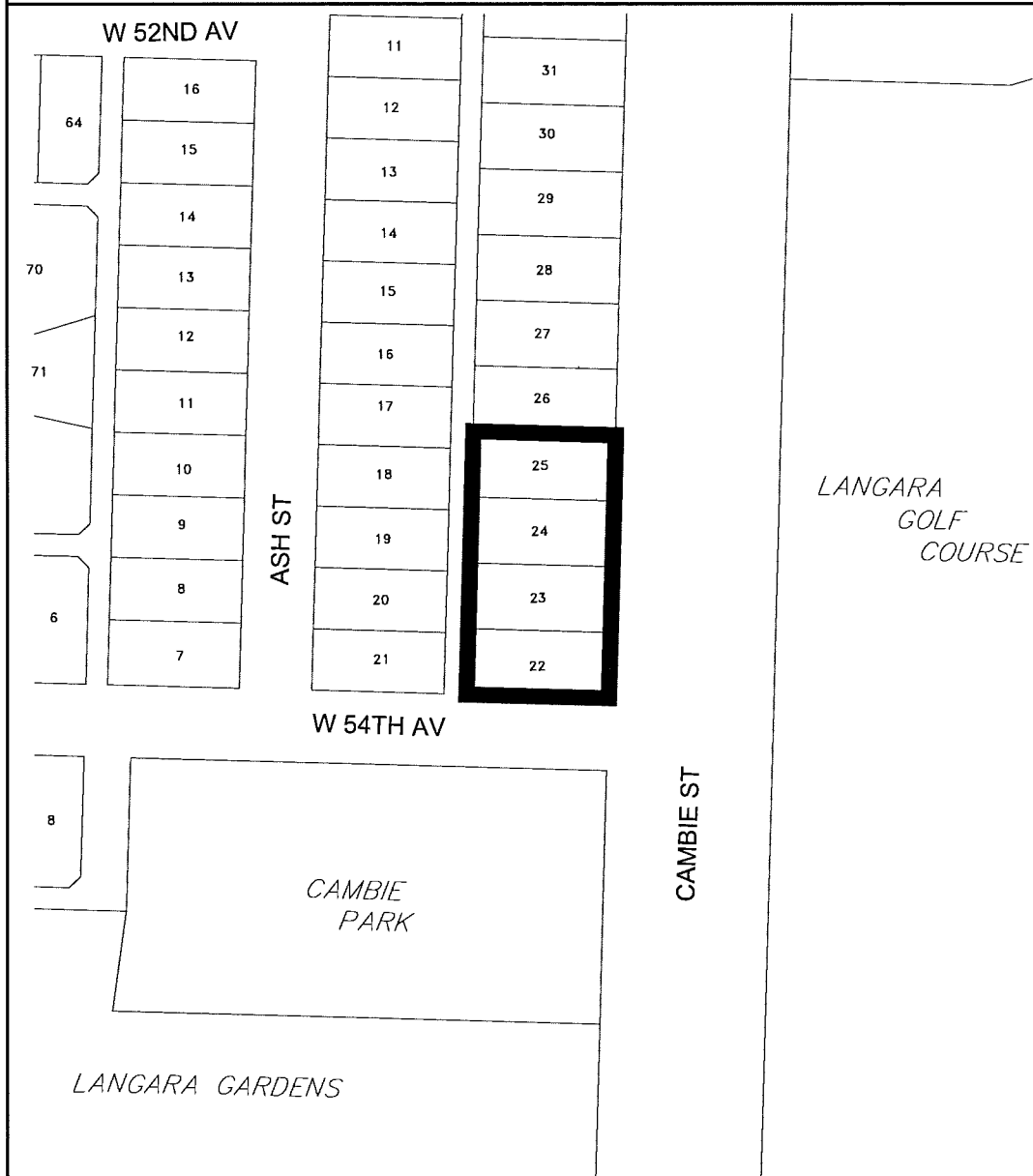
Mayor

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

6929-6969 Cambie Street & 515 West 54th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-02-29

EXPLANATION**Heritage Designation By-law
Re: 1106 West 15th Avenue**

At a public hearing on February 23, 2016, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 1106 West 15th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
March 8, 2016

1106 West 15th Avenue
McArthur House

ABF

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
and exterior
building materials of
heritage building
(McArthur House)

1106 West 15th Avenue
Vancouver, B.C.

PID: 013-244-094
LOT 2
BLOCK 475
DISTRICT LOT 526
PLAN 3015

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**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 1106 West 15th Avenue**

After a public hearing held on February 23, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 1106 West 15th Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
March 8, 2016

1106 West 15th Avenue
McArthur House

ABF

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 1106 West 15th Avenue, and the following legal description:

PID: 013-244-094
LOT 2
BLOCK 475
DISTRICT LOT 526
PLAN 3015

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 , 2016

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: 15-0251

Deduct L.T.S.A. Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

013-244-094 LOT 2 BLOCK 475 DISTRICT LOT 526 PLAN 3015

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):

EDWARD KOLIC AND KAREN ANN MCDONALD

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

Transferor(s) Signature(s)

Y	M	D
15	12	22

Brenda Balogh Notary Public
 130 - 1208 Homer Street
 Vancouver, B.C. V6B 2Y5
 604-685-1544
 Permanent Commission

EDWARD KOLIC

KAREN ANN MCDONALD

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 15 PAGES

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 1106 West 15th 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 "McArthur House", which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
 - (i) restoring and rehabilitating the Heritage Building;
 - (ii) converting the Heritage Building to a Multiple Conversion Dwelling containing two (2) Dwelling Units; and
 - (iii) constructing a new Infill One-Family Dwelling at the rear of the Lands;and under development permit application No. DE418783 (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 with the City to be registered on title to the Lands, accept the adding of the exterior of the Heritage Building to the City's Heritage Register, in the 'B' category therein, 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) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;

- (b) **"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;
- (c) **"Development"** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building, convert the Heritage Building to a Multiple Conversion Dwelling containing two (2) Dwelling Units and constructing a new Infill One-Family Dwelling at the rear of the Lands pursuant to the DP Application;
- (d) **"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 and any amendments thereof;
- (e) **"Director of Planning"** means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) **"DP Application"** has the meaning given above in the introductory paragraphs hereto;
- (g) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (h) **"Heritage Building"** has the meaning given above in the introductory paragraphs herein;
- (i) **"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;
- (j) **"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*;
- (k) **"Infill One-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (l) **"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;
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (n) **"Multiple Conversion Dwelling"** has the meaning given under the *Zoning & Development By-law*;

- (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 the later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or another 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 agreement 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 either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or 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 occupancy permit(s) issued for either the Heritage Building or the New Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was 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 either the Heritage Building or 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 either the Heritage Building or the New Building, as the case may be, 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 Heritage Building insured to its 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 occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, one or both of them 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 Heritage Building or 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 either 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 thereon; and
 - (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 or permitted yard.
- 7.2 The RT-2 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 3.2 DW is varied to permit Infill use for an Infill One-Family Dwelling;

- (b) Section 4.3.1 is varied to permit a building to have three (3) storeys provided that it shall not exceed 41 feet in height;
- (c) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 0.83 (approximately 521 m² (5,611 sq. ft.);
- (d) Section 4.8.1 is varied to permit a maximum site coverage of 48%; and
- (e) Section 4.10 is varied so that it shall not apply, provided the Director of Planning is satisfied that the proposed Dwelling Units have adequate daylight access.

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 only 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 only 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 8, of this agreement, then this agreement for such parcel, including the variances granted for that parcel, will 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 such a subdivision, 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 12th 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 (3rd) 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**Authorization to enter into a Housing Agreement
Re: 408-488 West King Edward Avenue**

The owner of these lands has applied to rezone them to permit the development of a residential development comprised of 30 community care bedrooms and 100 seniors supportive or assisted living housing units, in which 44 of the latter would be strata titled and 56 would be secured as market rental, and following public hearing February 24 and 26, 2015, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) securing 56 of the seniors supportive or assisted living housing units in the development as rental for the longer of 60 years or the life of the building, and on such other terms and conditions as are set forth in the minutes of the public hearing.

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
March 8, 2016

408-488 West King Edward Avenue

ABF

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 408-488 West King Edward Avenue**

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

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

PID: No PID Number

Lot A Block 681 District Lot 526 Plan EPP53338

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 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)

Sarah Jones, Barrister and Solicitor

Clark Wilson LLP

900 - 885 West Georgia Street

Vancouver

BC V6C 3H1

Telephone number: 604 687 5700

CW file number: 9522628

CW document number: 9522628

City of Vancouver Matter number: 15-0454-009 (Housing Agreement)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT A BLOCK 681 DISTRICT LOT 526 PLAN EPP53338

STC? YES

Related Plan Number: **EPP53338**

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):

OPAL RETIREMENT INC., (INCORPORATION NO. BC0972288)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Sarah W. Jones

Barrister & Solicitor

CLARK WILSON LLP

900 - 885 WEST GEORGIA STREET

VANCOUVER, BC V6C 3H1

T.604.687.5700

Execution Date

Y	M	D
16	2	24

Transferor(s) Signature(s)

OPAL RETIREMENT INC.
by its authorized signatory(ies):

BO JUN DIAO

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)

Transferor / Borrower / Party Signature(s)

Execution Date

Y	M	D
16		

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

PAGE 3 OF 15 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Section 219 Covenant
Entire Instrument

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

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
408 - 488 WEST KING EDWARD AVENUE

WHEREAS:

A. It is understood and agreed that this instrument and Agreement, dated for reference January 15, 2015, shall be read as follows:

- (i) the Transferor, Opal Retirement Inc., 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 rezone the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District (once the resulting rezoning by-law has been enacted, the "Rezoning By-law"), to permit the development on the Lands of a residential development comprised of 30 community care bedrooms and 100 seniors supportive or assisted living housing units, in which 44 of the latter would be strata titled and 56 would be secured as market rental, which application was approved in principle after a public hearing, subject to, among other things, fulfilment of the condition that, the Owner make arrangements to secure, by registered legal agreement enacted by by-law pursuant to section 565.2 of the *Vancouver Charter*, 56 of the seniors supportive and assisted living housing units as rental for the longer of the life of the building or 60 years, 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, and subject to such rentals being made available as market rental housing units and subject to such other terms and conditions as are satisfactory to the Director of Legal Service and the Managing Director of Social Development; and

D. The Owner and the City are now entering into this Agreement to satisfy the foregoing 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) **"ASP Subdivision Plan"** has the meaning ascribed to that term in Section 3.1(a);
- (c) **"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;
- (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 as a condition to enactment of the Rezoning By-law and by the Development Permit;
- (h) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands, as contemplated by the Rezoning By-law, at any time following the date this Agreement is fully executed by the parties;
- (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) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (k) **"Lands"** means the parcel or parcels of land situate in Vancouver, British Columbia, described in Item 2 of the General Instrument Part 1 attached hereto, and includes any parcel into which such Lands are consolidated or subdivided;
- (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) **"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;

- (n) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands;
- (o) "Owner" means the Transferor, Opal Retirement Inc., and all its assigns, successors and successors in title to the Lands or any part thereof;
- (p) "Parcel" means either an air space parcel or the remainder lands created by the filing of the ASP Subdivision Plan;
- (q) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to third parties 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;
- (r) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (s) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (t) "Senior" means an individual who is 55 years of age or older;
- (u) "Seniors Supportive and Assisted Living Rental Housing Unit" means a unit of Rental Housing which is designed to accommodate Seniors as they age including separate common areas for dining and socializing, and the provision of meals, housekeeping and personal care (but does not include a community care facility and group residence), and that satisfies the criteria set forth in the City's Guidelines for Seniors Supportive and Assisted Housing (February 19, 2002), the Development Permit, this Agreement and the requirements of the Managing Director of Social Development applicable thereto, and "Seniors Supportive and Assisted Living Rental Housing Units" means all of them, and those terms include each and all Seniors Supportive and Assisted Living Rental Housing Units constructed in a replacement building on the Lands, in the event of the destruction of the Building during the Term;
- (v) "Seniors Supportive and Assisted Living Rental Housing Units Parcel" has the meaning ascribed to that term in Section 3.1(a);
- (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 Seniors Supportive and Assisted Living Rental Housing Units Parcel; and
- (x) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55; and

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 with the City 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) if it carries out any development on the Lands after the date of this Agreement, it will construct, and throughout the Term will maintain, not less than 56 Seniors Supportive and Assisted Living Rental Housing Units in the Building, in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;
- (c) throughout the Term, the Seniors Supportive and Assisted Living Rental Housing Units will only be used for the purpose of providing Rental Housing:
 - (i) to an individual who is a Senior; or
 - (ii) two or more persons where at least one of them is a Senior;
- (d) throughout the Term, the Seniors Supportive and Assisted Living Rental Housing Units will not be rented, licenced to use or sublet for a term of less than one month at a time;
- (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 Seniors Supportive and Assisted Living Rental Housing Unit to be sold or otherwise transferred unless title to every Seniors Supportive and Assisted Living 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 Seniors Supportive and Assisted Living 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 Seniors Supportive and Assisted Living 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 and all parts of each thereof, to the full replacement cost against perils normally insured against in

Vancouver by reasonable and prudent owners of similar air space parcels, 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, reasonable wear and tear excepted. If the Building 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 SUBDIVISION OF THE LANDS

3.1 Notwithstanding Section 2.1(f):

- (a) prior to the issuance of an Occupancy Permit for any part of the Building, the Owner will subdivide the Lands and Building 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 Seniors Supportive and Assisted Living Rental Housing Units (the "Seniors Supportive and Assisted Living Rental Housing Units Parcel"); and
- (b) following the deposit of the ASP Subdivision Plan and the issuance of a final Occupancy Permit for the Seniors Supportive and Assisted Living 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 Seniors Supportive and Assisted Living 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

Upon the registration of the ASP Subdivision Plan at the applicable Land Title Office this Agreement will be deemed to amended as follows:

- (iv) references to "Building" in Sections 2.1(a), (f) and (i) will be replaced with "Seniors Supportive and Assisted Living Rental Housing Units Parcel"; and

- (v) the obligation to insure in subsection 2.1(h) will be satisfied if the Owner obtains typical insurance obtained by a prudent owner of an air space parcel in Vancouver.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Lands and the Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of the Building until such time as:
 - A. the Owner is able to apply for an Occupancy Permit for the Seniors Supportive and Assisted Living Rental Housing Units and all related facilities; and
 - B. proof of the insurance required to be taken out pursuant to Section 2.1(h) is delivered to the Managing Director of Social Development;
 - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of any part of the Building, notwithstanding completion of construction of such part of the Building until such time as an Occupancy Permit can be issued for the Seniors Supportive and Assisted Living Rental Housing Units and all related 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 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of the Seniors Supportive and Assisted Living Rental Housing Units, such records to be to the satisfaction of the City. At the request of the Managing Director of Social Development, from time to time, the Owner will make these records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure.

ARTICLE 6 ENFORCEMENT

- 6.1 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 7 RELEASE AND INDEMNITY

- 7.1 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.

7.2 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.

- 7.3 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 8 NOTICES

8.1 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:

Opal Retirement Inc.
1147 Homer Street
Vancouver, British Columbia
V6B 5T5

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 9 MISCELLANEOUS

9.1 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.

- 9.2 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.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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.
- 9.7 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/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 9.8 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.
- 9.9 Transfer of Lands. The Owner covenants and agrees with the City that, subject to Section 2.1(e), 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, 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 9.9, 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.
- 9.10 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 the Form C/D/E which is a part hereof.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 450 Gore Avenue (303 East Pender Street)**

The owner of these lands has applied to rezone them to allow for the construction of a six storey mixed-use building with retail at grade and all residential units secured by a Housing Agreement as for-profit affordable rental housing, and following public hearing on February 24 and 26, 2015, on March 3, 2015, Council approved this rezoning subject to a number of conditions, including a condition that the owner execute a Housing Agreement (to thereafter be entered into by the City by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter*) in respect of all dwelling units in the development on the terms and conditions set forth in the minutes of the public hearing:

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagee. 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
March 8, 2016

450 Gore Avenue (303 East Pender Street)

BY-LAW NO. ABF

**A By-law to enact a Housing Agreement
for 450 Gore Avenue (303 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: No PID number

Lot A Block 71 District Lot 196 Plan EPP51092

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 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)

ROSEMARY JOHN, CLARK WILSON LLP
SUITE 900 - 885 WEST GEORGIA STREET

Phone: (604) 687-5700
LTO Client No.: 10153
File No.: 24715-0028
#15-0452-008 (Housing Agreement)

VANCOUVER BC V6C 3H1

Deduct LTSA Fees? Yes ☒

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

NO PID NMBR LOT A BLOCK 71 DISTRICT LOT 196 PLAN EPP51092

STC? YES

Related Plan Number: EPP51092

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):

GMC (450 GORE) PROPERTIES INC., INC. NO. BC0972963
TERRAPIN MORTGAGE INVESTMENT CORP., INC. NO. 783995 (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)

PAUL G. MORGAN
Barrister & Solicitor
402 - 707 Fort Street
Victoria BC V8W 3G3
250-360-2991

Execution Date

Y	M	D
16	02	17

Transferor(s) Signature(s)

GMC (450 GORE) PROPERTIES
INC. by its authorized signatory(ies):

Print Name:

Print Name:

OFFICER CERTIFICATION:


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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 18 PAGES

Officer Signature(s)


 YIANNI E. PAPPAS-ACREMAN
 BARRISTER & SOLICITOR
 700-401 WEST GEORGIA STREET
 VANCOUVER, B.C. V6B 5A1
 TEL: (604) 682-3664

Execution Date

Y	M	D
16	02	19
16		

Transferor / Borrower / Party Signature(s)

TERRAFIN MORTGAGE
 INVESTMENT CORP. by its authorized
 signatory(ies):

Print Name:

~~MARK DAUES~~ MARK DAUES

Print Name:

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

PAGE 3 OF 18 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Entire Instrument

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority Agreement

granting above Covenant priority over Mortgage
CA3828407 (modified by CA4570099) and
Assignment of Rents CA3828408

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 AGREEMENT - PART 2

RENTAL 100 HOUSING AGREEMENT AND BUILDING USE COVENANT 450 GORE AVENUE

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
 - (i) the Transferor, GMC (450 Gore) Properties Inc., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone (the "Rezoning Application") the Lands from RT-3 (Two Family Dwelling) District to CD-1 (Comprehensive Development) District to enable construction of a six-storey mixed-use building with retail units at grade and all residential units above secured as for-profit affordable rental housing;
- D. After a public hearings on February 24 and May 26, 2015 (the "Public Hearing") to consider the Rezoning Application, the City's elected council approved the Rezoning Application in principle subject to, among other matters, the condition that the Owner make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services, to enter into a Housing Agreement securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the building, and subject to the additional conditions set forth in the minutes of the Public Hearing; and
- E. The Owner is entering into this Agreement to satisfy the foregoing 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, in satisfaction of the requirements of Section 3.1A of the Area Specific DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions. In this Agreement the following terms have the definitions now given:
- (a) "Agreement" means this Rental 100 Housing Agreement and Building Use Covenant, including the foregoing recitals and all schedules hereto;
 - (b) "Area Specific DCL By-law" means the City's Area Specific Development Cost Levy By-law No. 9418

- (c) "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;
- (d) "Chief Housing Officer" means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function and their respective nominees;
- (e) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (f) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (g) "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;
- (h) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "Dwelling Units Parcel" has the meaning ascribed to that term in Section 8.11;
- (l) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (m) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Area Specific 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;
- (n) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (o) "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;
- (p) "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;

- (q) "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;
- (r) "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;
- (s) "Owner" means the registered owner of the Lands as of the Effective Date, namely GMC (450 Gore) Properties Inc., and its successors and permitted assigns;
- (t) "Public Hearing" has the meaning ascribed to that term in Recital D;
- (u) "Replacement Dwelling Unit" has the meaning ascribed to that term Section 2.1(c);
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (x) "Rezoning By-law" means the CD-1 By-law enacted as a result of the Rezoning Application;
- (y) "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;
- (z) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (aa) "*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 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 commercial/retail units at grade and Dwelling Units above, and related amenity and parking spaces, in accordance with this Agreement, 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 in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing in accordance with the terms of this Agreement, 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

{00296807v6}

Rental 100 Housing Agreement and Building Use Covenant
450 Gore Avenue

CW9330026.2

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) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Dwelling Unit in the New Building (or Replacement Dwelling Unit, as applicable) for a term of less than one month at a time;
- (e) it will not change the following approved unit mix except with the express prior written approval of the Chief Housing Officer:
 - Studios - 30
 - 1-Bed -- 11
 - 2-Bed -- 10
 - 3-Bed - 5
 - Total Units = 56;
- (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 in the New Building (or any Replacement Dwelling Unit, as applicable) to be sold or otherwise transferred unless beneficial and registered title to every one of the Dwelling Units in the New Building (or each Replacement Dwelling Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and subject to Section 8.8;
- (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 in the New Building (or any Replacement Dwelling Unit, as applicable) in contravention of the covenant in Section 2.1(g), 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 to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;
- (m) in the event of the substantial or complete destruction or demolition of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term; and
- (n) the rent charged for each unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year.

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 Chief Housing Officer confirming the rents proposed to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing when the Building Permit is issued; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Building Permit until there is compliance with the provisions of this Article 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the 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 Chief Housing Officer:
 - (A) a rent roll confirming the rents to be charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, which rents shall be no more than the rates applicable as For-Profit Affordable Rental Housing as of the date when the Building Permit was issued, subject to any increases that may be allowed by the Area Specific DCL By-law, provided that if the rents set out in such rent roll are the same as those set out in the rent roll delivered to and approved by the Chief Housing Officer pursuant to Section 3.1(a)(i), then such rents shall be deemed to be satisfactory to the Chief Housing Officer for the purposes of this Section 4.1(a)(i)(A); 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 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 5.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged to the first occupants of the Dwelling Units in the New Building following issuance of the Occupancy Permit, such records to be to the satisfaction of the Chief Housing Officer. At the request of the Chief Housing Officer, 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:
 - (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;
 - B. withholding any permit, if entitled to do so 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, but such release, discharge and indemnity shall not apply in the case of any gross negligence or willful misconduct on the part of the City or any City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.
- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b),

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

- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- (b) Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7 NOTICES

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

GMC (450 Gore) Properties Inc.
303 - One Alexander Street
Vancouver, British Columbia
V6A 1B2

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

- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. Each party will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 8.8 Sale of Lands or 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.

SCHEDULE A
Rent Roll

Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate
201	2 BEDROOM 2 BATH	800 SQ.FT.	\$2,025
202	2 BEDROOM 2 BATH	706 SQ.FT.	\$1,985
203	STUDIO	388 SQ.FT.	\$1,225
204	STUDIO	409 SQ.FT.	\$1,230
205	STUDIO	429 SQ.FT.	\$1,240
206	STUDIO	432 SQ.FT.	\$1,240
207	STUDIO	429 SQ.FT.	\$1,240
208	3 BEDROOM 2 BATH	1,001 SQ.FT.	\$2,555
209	1 BEDROOM	390 SQ.FT.	\$1,475
210	STUDIO	393 SQ.FT.	\$1,225
301	2 BEDROOM 2 BATH	800 SQ.FT.	\$2,040
302	2 BEDROOM 2 BATH	706 SQ.FT.	\$2,000
303	STUDIO	388 SQ.FT.	\$1,230
304	STUDIO	409 SQ.FT.	\$1,235
305	STUDIO	429 SQ.FT.	\$1,245
306	STUDIO	432 SQ.FT.	\$1,245
307	STUDIO	429 SQ.FT.	\$1,245
308	3 BEDROOM 2 BATH	1,001 SQ.FT.	\$2,570
309	1 BEDROOM	390 SQ.FT.	\$1,500
310	STUDIO	393 SQ.FT.	\$1,230
401	1 BEDROOM	393 SQ.FT.	\$1,525
402	2 BEDROOM 2 BATH	800 SQ.FT.	\$2,055
403	2 BEDROOM 2 BATH	706 SQ.FT.	\$2,015
404	STUDIO	388 SQ.FT.	\$1,235
405	STUDIO	409 SQ.FT.	\$1,240
406	STUDIO	429 SQ.FT.	\$1,250
407	STUDIO	432 SQ.FT.	\$1,250
408	STUDIO	429 SQ.FT.	\$1,250
409	3 BEDROOM 2 BATH	1,001 SQ.FT.	\$2,585
410	1 BEDROOM	390 SQ.FT.	\$1,525
411	STUDIO	393 SQ.FT.	\$1,240
412	1 BEDROOM	440 SQ.FT.	\$1,550
501	1 BEDROOM	393 SQ.FT.	\$1,550
502	2 BEDROOM 2 BATH	800 SQ.FT.	\$2,065

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3828407 (modified by CA4570099) and the Assignment of Rents registered under number CA3828408;
- (b) "Existing Chargeholder" means Terrapin Mortgage Investment Corp.;
- (c) "New Charges" means the *Land Title Act* Section 219 Covenant and *Vancouver Charter* Section 565.2 Housing Agreement contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) 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