

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 7510-7554 Cambie Street**

After the public hearing on September 17, 2015, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 19, 2016

7510-7554 Cambie Street

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

A3F

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (627) By-law No. 11486 7510-7554 Cambie Street"
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

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 7510-7554 Cambie Street**

After the public hearing on September 17, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 19, 2016

ABF

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

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

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:

“7510-7554 Cambie Street      CD-1 (627)      By-law No. 11486      B (C-1)”

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

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 7518 Cambie Street**

Enactment of the attached By-law will delete 7518 Cambie Street 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  
April 19, 2016

7518 Cambie Street

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

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot 50, Except the West 7 Feet, now road, Centre Portion of District Lot 323, Plan 1640, 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.

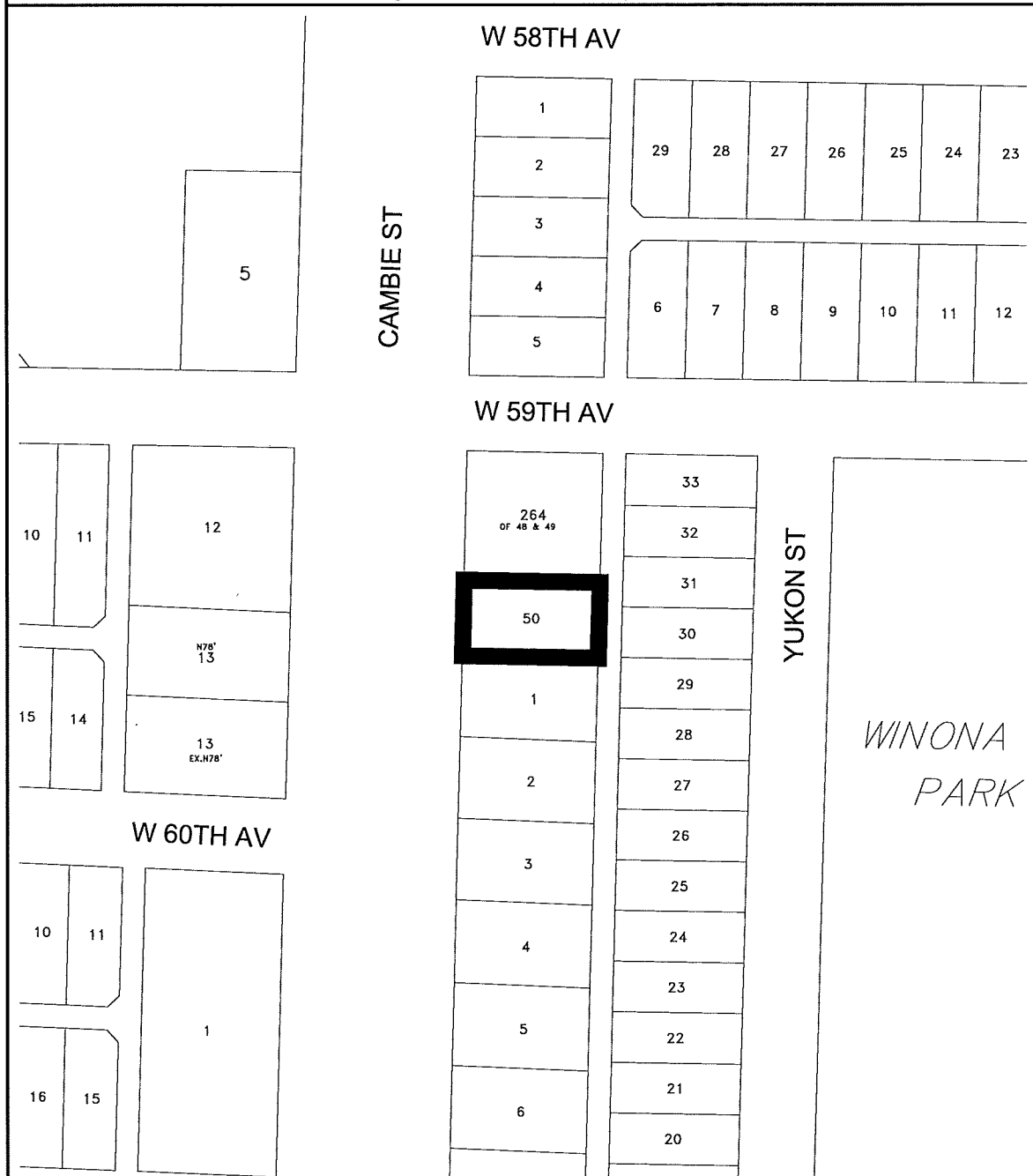
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

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

**Schedule A**

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



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

7518 Cambie Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2016-04-05

**EXPLANATION****A By-law to amend the Noise Control By-law  
Re: 450 Gore Avenue**

After the public hearing on February 26, 2015, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 19, 2016



450 Gore Avenue

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

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (626) By-law No.11487 450 Gore Avenue"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this       day of       , 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 450 Gore Avenue**

After the public hearing on February 26, 2015, Council resolved to add 450 Gore Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 19, 2016

CD-1 District Parking requirements  
450 Gore Avenue

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

ABF

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

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

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

“

Address	By-law No.	CD-1 No.	Parking requirements
450 Gore Avenue	By-law No. 11487	CD-1 (626)	<p>Parking, loading and bicycle spaces in accordance with by-law requirements on April 5, 2016, except that:</p> <p>(a) the Director of Planning and General Manager of Engineering Services, on conditions that are satisfactory to them, may allow the substitution of shared vehicles and shared vehicle parking spaces for required non-residential parking spaces at a 1:5 ratio to a maximum of 4 shared vehicles and 4 shared vehicle parking spaces; and</p> <p>(b) shared vehicle parking spaces must have a minimum parking stall dimension of 5.5 m in length and 2.9 m in width.</p>

”

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

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

ENACTED by Council this      day of      , 2016

Mayor

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

**EXPLANATION****A By-law to amend the Sign By-law  
Re: 450 Gore Avenue**

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

Director of Legal Services  
April 19, 2016

450 Gore Avenue

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

A3F

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

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:

"450 Gore Avenue                      CD-1 (626)                      By-law No. 11487                      B (C-2)"

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

ENACTED by Council this                      day of                      , 2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 408-488 West King Edward Avenue**

After the public hearing on February 26, 2015, Council resolved to add 408-488 West King Edward Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 29, 2016

CD-1 District Parking requirements  
408-488 West King Edward Avenue

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

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

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

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

“

Address	By-law No.	CD-1 No.	Parking requirements
408-488 West King Edward Avenue	By-law No. 11485	CD-1 (625)	A minimum of 6 Class B bicycle spaces must be provided

”

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

ENACTED by Council this      day of      , 2016

\_\_\_\_\_  
Mayor

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



**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 408-488 West King Edward Avenue**

Enactment of the attached By-law will delete 408-488 West King Edward Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 26, 2015 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
April 19, 2016

408-488 West King Edward Avenue

ABF

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 5 to 12, Block 681 District Lot 526 Plan 6853 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. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

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

408-488 West King Edward Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2016-03-03

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: RM-9, RM-9A, RM-9N and RM-9AN Districts Schedule**

Enactment of the attached By-law will delete former RS-1 areas recently rezoned to RM-9A and RM-9AN from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 19 and 21st, 2016 dealing with the rezoning of these properties, and is consequential to the rezoning of these properties.

Director of Legal Services  
April 19, 2016

Subdivision By-law Amending By-law  
Re: RM-9, RM-9A, RM-9N and RM-9AN Districts Schedule *ABF*

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. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council amends the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law to delete the RS-1 areas being rezoned to RM-9A and RM-9AN by deleting therefrom the properties shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
3. Council amends Table 1 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-9A and RM-9AN, as follows:

	District	Minimum Parcel Width	Minimum Parcel Area
RM-9A	Multiple Dwelling	40 ft. [12.192 m]	4,800 sq. ft. [445.935 m <sup>2</sup> ]
RM-9AN	Multiple Dwelling	40 ft. [12.192 m]	4,800 sq. ft. [445.935 m <sup>2</sup> ]

4. Council amends Table 2 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-9A and RM-9AN, as follows:

	District	Minimum Parcel Width	Minimum Parcel Area
RM-9A	Multiple Dwelling	30 ft. [9.144 m]	3,000 sq. ft. [278.709 m <sup>2</sup> ]
RM-9AN	Multiple Dwelling	30 ft. [9.144 m]	3,000 sq. ft. [278.709 m <sup>2</sup> ]

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

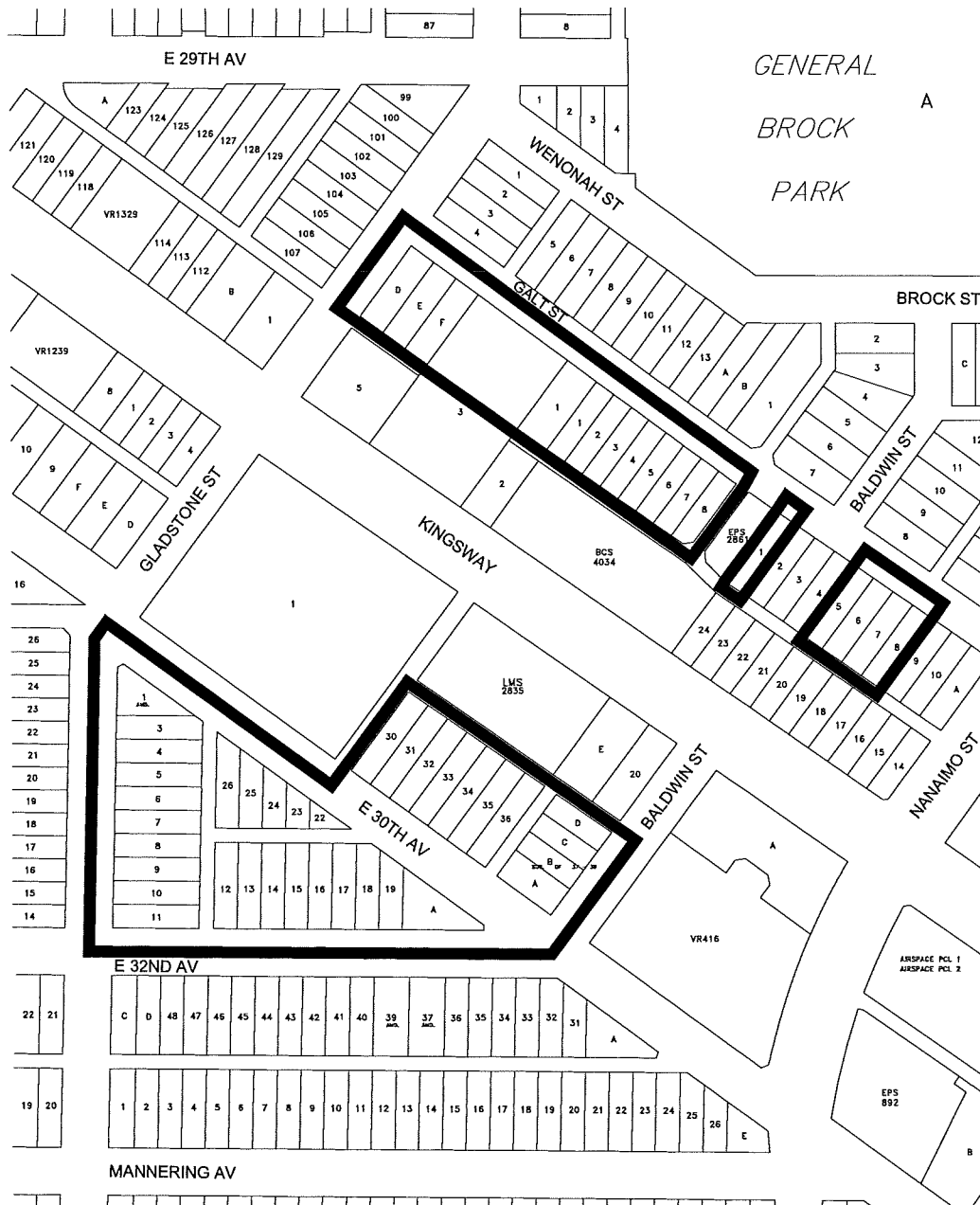
\_\_\_\_\_  
Mayor

\_\_\_\_\_  
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

Norquay Village - RM-9A

map: 1 of 7

scale: NTS



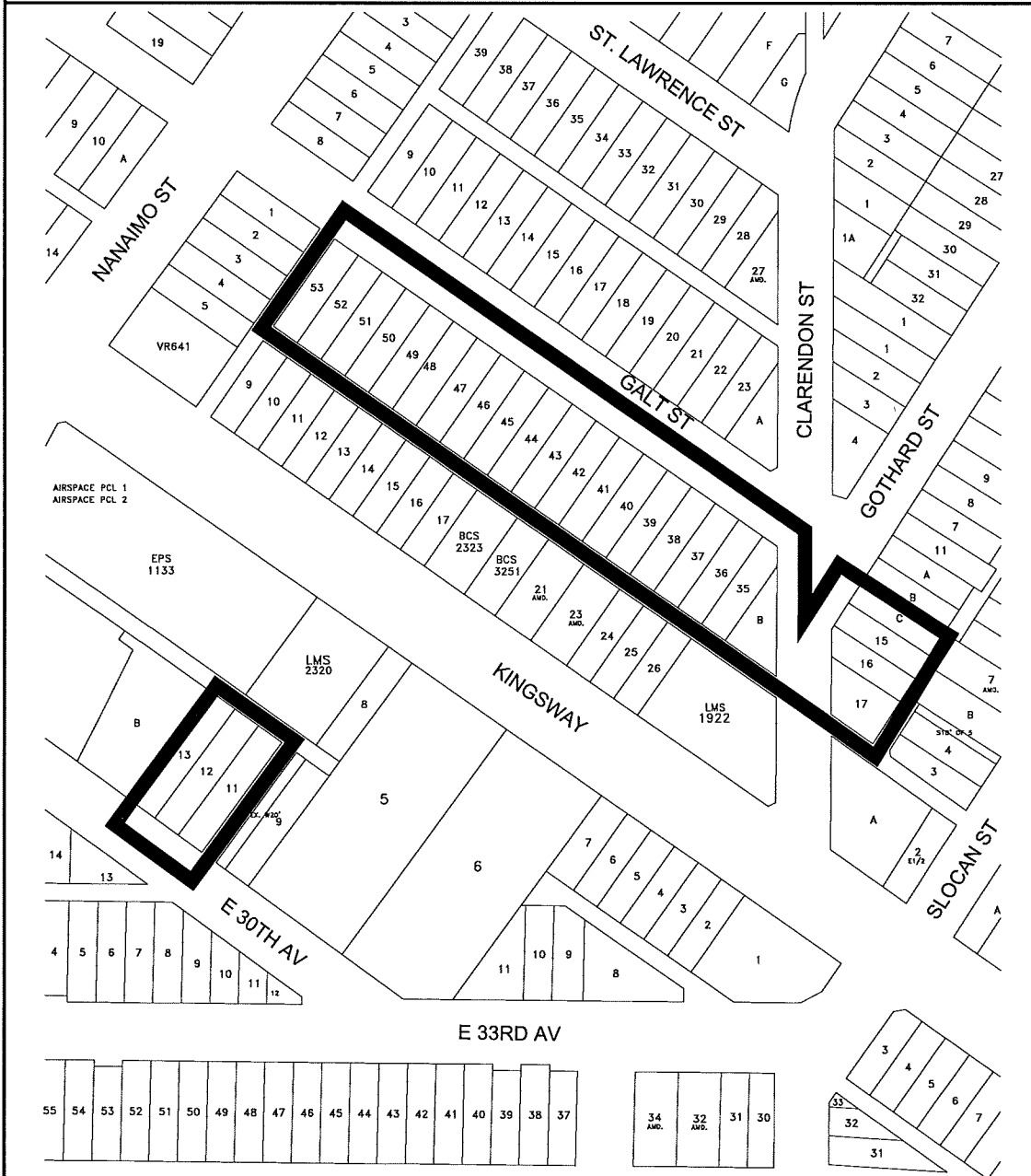
**City of Vancouver**

date: 2016-03-21

**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

Norquay Village - RM-9A

map: 2 of 7

scale: NTS



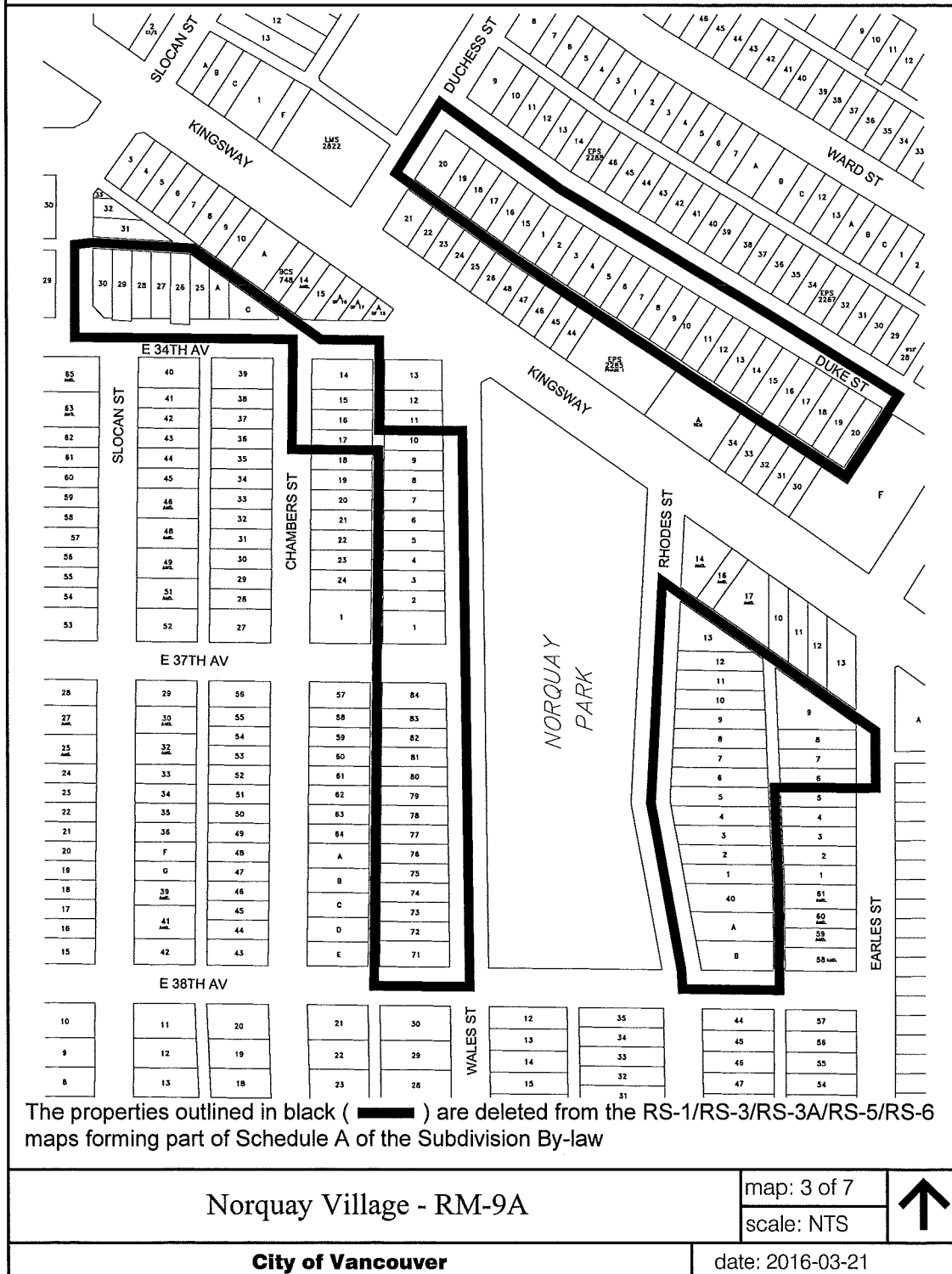
**City of Vancouver**

date: 2016-03-21



By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



Norquay Village - RM-9A

map: 3 of 7

scale: NTS



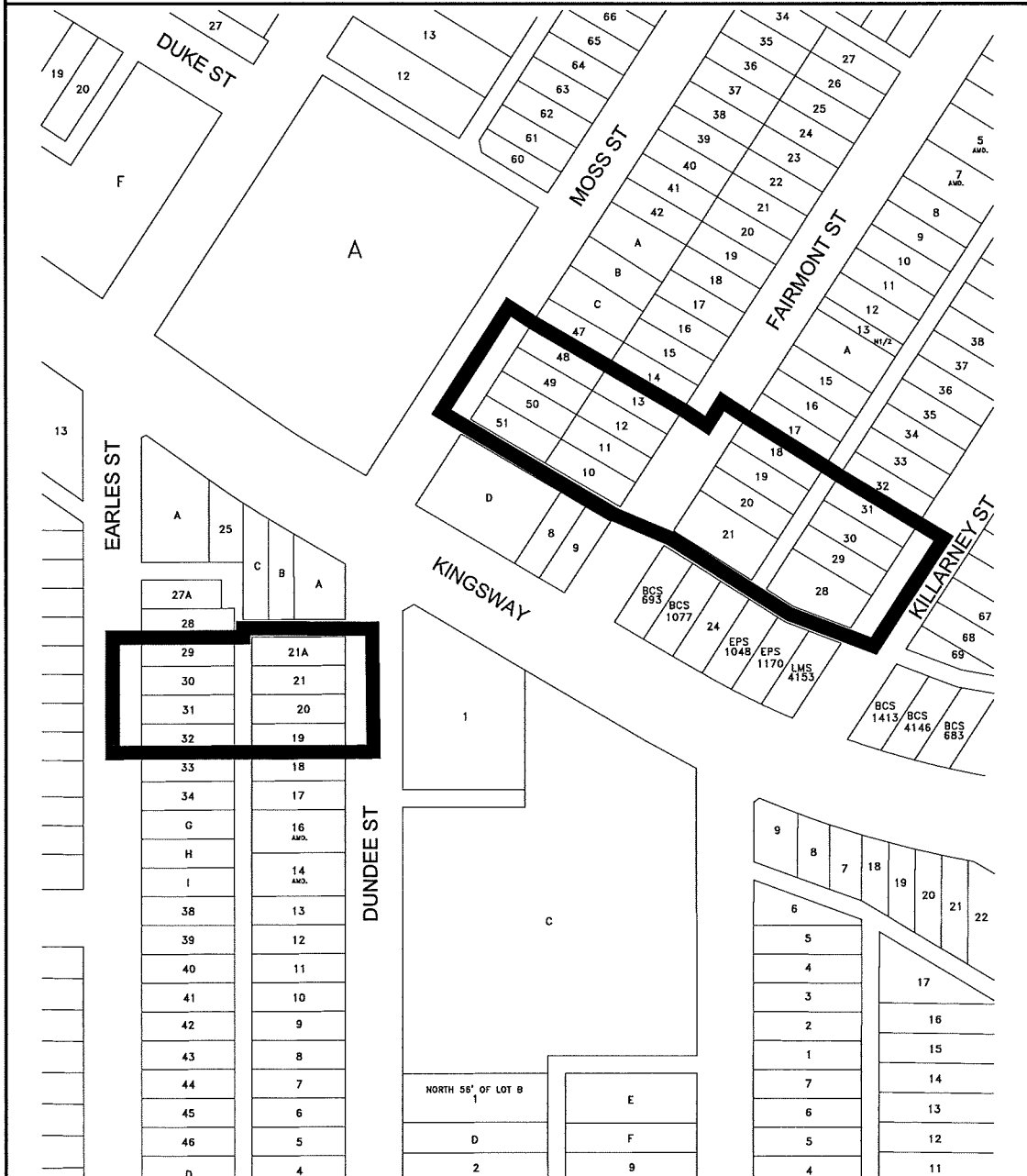
City of Vancouver

date: 2016-03-21

**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

Norquay Village - RM-9A

map: 4 of 7

scale: NTS



**City of Vancouver**

date: 2016-03-21

**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

Norquay Village - RM-9AN

map: 5 of 7

scale: NTS



**City of Vancouver**

date: 2016-03-30

**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

Norquay Village - RM-9AN

map: 6 of 7

scale: NTS



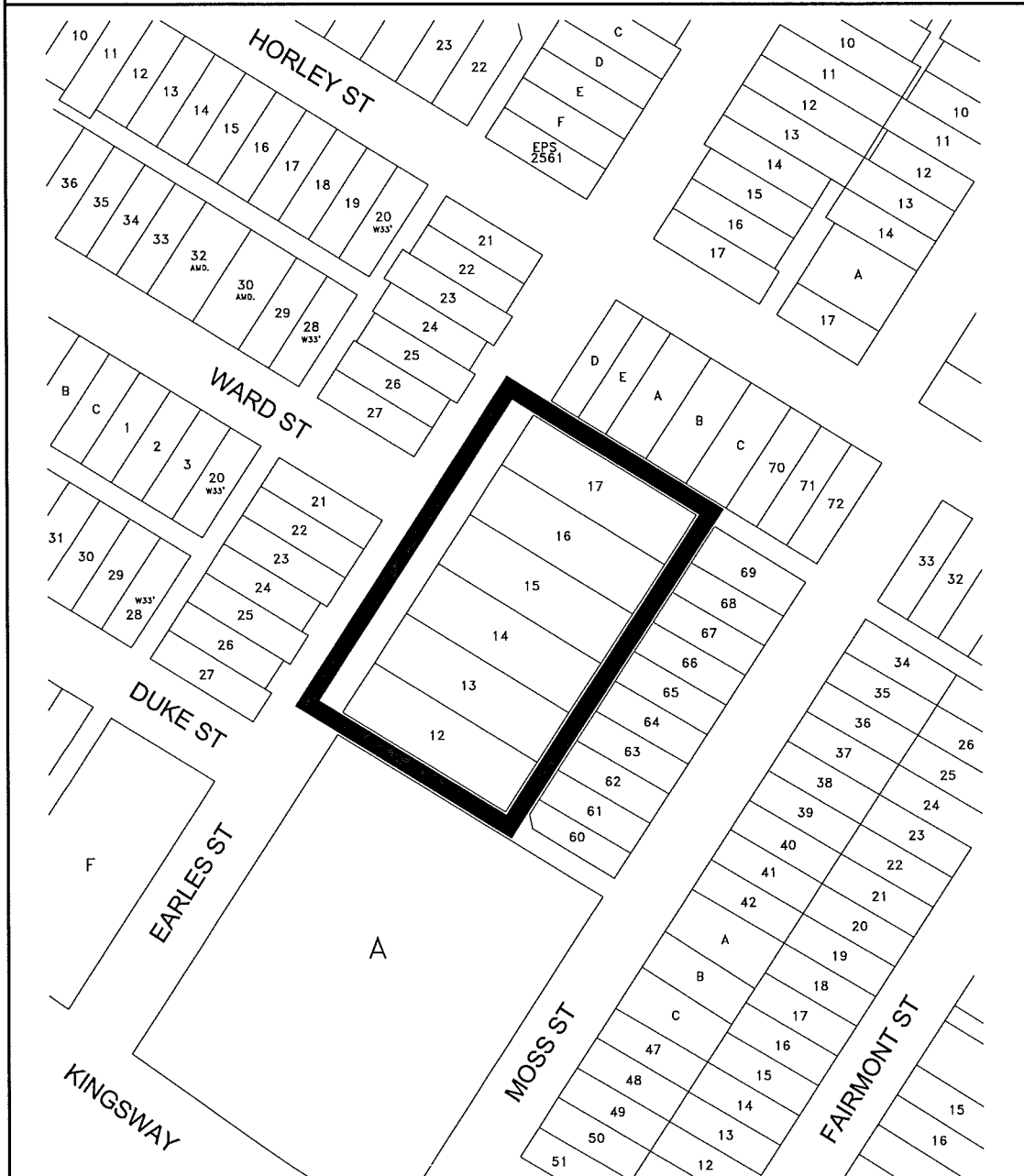
**City of Vancouver**

date: 2016-03-30

**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

Norquay Village - RM-9AN

map: 7 of 7

scale: NTS



**City of Vancouver**

date: 2016-03-30

**EXPLANATION****Heritage Designation By-law  
Re: 2088 Charles Street**

At a public hearing on April 5, 2016, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 2088 Charles Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
April 19, 2016

2088 Charles Street  
Carlsen Residence

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  
(Carlsen Residence)

2088 Charles Street  
Vancouver, B.C.

PID: 015-210-871  
LOT 36 OF LOT 2  
BLOCKS C AND D  
BLOCK 136  
DISTRICT LOT 264A  
PLANS 715 and 1771

PID: 015-210-901  
LOT 37 OF LOT 2  
BLOCKS C AND D  
BLOCK 136  
DISTRICT LOT 264A  
PLANS 715 and 1771

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 2088 Charles Street**

After a public hearing held on April 5, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 2088 Charles Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
April 19, 2016



2088 Charles Street  
Carlsen Residence

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 2088 Charles Street, and the following legal description:

PID: 015-210-871  
LOT 36 OF LOT 2  
BLOCKS C AND D  
BLOCK 136  
DISTRICT LOT 264A  
PLANS 715 and 1771

PID: 015-210-901  
LOT 37 OF LOT 2  
BLOCKS C AND D  
BLOCK 136  
DISTRICT LOT 264A  
PLANS 715 and 1771

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

1456182304 PAGE 1 OF 22 PAGES

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

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

Kim Giuricich, Agent

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604.873.7505

Matter number: 15-1189

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

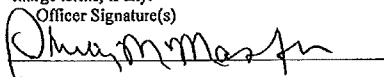
CANADA

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)




Shirley M. Manfron  
Notary Public  
#3 2445 E. Hastings St.  
Vancouver, B.C. V5K 1Y8  
Telephone: 604-253-5241

Execution Date

Y	M	D
16	02	23

Transferor(s) Signature(s)

  
EUSTATHE SIRSIRIS

## OFFICER CERTIFICATION:

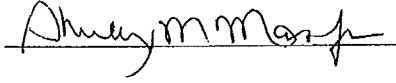
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 22 PAGES

Officer Signature(s)




Shirley M. Manfron  
Notary Public  
#3 2445 E. Hastings St.  
Vancouver, B.C. V5K 1Y8  
Telephone: 604-253-5241

Execution Date

Y	M	D
16	02	23

Transferor / Borrower / Party Signature(s)

  
VASILIOS BILL SIRSIRIS

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 3 of 22 PAGES

Officer Signature(s)

Execution Date


Transferor / Borrower / Party Signature(s)

Y	M	D
16	03	08

VANCOUVER CITY SAVINGS CREDIT  
UNION, IN TRUST (SEE DF  
BL051963), by its authorized  
signatory(ies):

  
**Davina Nirpat**  
A Commissioner for Taking  
Affidavits for British Columbia  
Suite 1300  
13450 - 102 Avenue  
Surrey, BC V3T 6X4  
Expiry Date: 31 August 2016

Print Name:

  
**Jadranka Tashin**  
Team Manager - Centralized Lending Admin.

Print Name:

(as to both signatures)

## 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 4 of 22 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

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 5 OF 22 PAGES

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

**015-210-871 LOT 36 OF LOT 2 BLOCKS C AND D OF BLOCK 136  
DISTRICT LOT 264A PLANS 715 AND 1771**

STC? YES ☐

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

**015-210-901 LOT 37 OF LOT 2 BLOCKS C AND D OF BLOCK 136  
DISTRICT LOT 264A PLANS 715 AND 1771**

STC? YES ☐

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

STC? YES ☐

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 6 OF 22 PAGES

NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Covenant  
Article 2NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

granting the above Section 219 Covenant priority  
over mortgage CA3970137  
Page 22NATURE OF INTEREST  
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Covenant  
Article 4NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

granting the above Section 219 Covenant priority  
over mortgage CA3970137  
Page 22NATURE OF INTEREST  
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

Article 5

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

granting the above Statutory Right of Way priority  
over mortgage CA3970137  
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LAND TITLE ACT  
FORM E

## SCHEDULE

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NATURE OF INTEREST  
Equitable Charge

CHARGE NO.

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Article 7NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

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granting the above Equitable Charge priority over  
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NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

LAND TITLE ACT  
FORM E

SCHEDULE

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

5. TRANSFEROR(S)/CHARGEHOLDER(S):

EUSTATHE SIRSIRIS AND VASILIOS BILL SIRSIRIS  
VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI 97), IN TRUST (SEE DF  
BL051963), AS TO PRIORITY

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

**WHEREAS:**

- A. The Owner (as herein defined) is the registered owner of those two parcels of land at 2088 Charles Street in the City of Vancouver (the "Lands") which have the legal descriptions shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. There is a building situated on the Lands, known as the "Carlsen Residence", 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's exterior;
  - (ii) consolidating the two parcels comprising the Lands;
  - (iii) constructing a new One-Family Dwelling (the "New Building") at the rear of the Lands and further subdividing the Lands into two new parcels, one of which will contain the Heritage Building (the "Heritage Parcel") and one of which will contain the New Building (the "New Building Parcel"),
- and under development permit application No. DE419160 (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* and *Subdivision By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, for the restoration, rehabilitation and conservation of the Heritage Building, accept the adding 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's exterior, consolidate the two parcels comprising the Lands, constructing the New Building on the rear of the Lands and further subdividing the Lands, all 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) "Heritage Building" has the meaning given above in the introductory paragraphs herein;
- (h) "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;
- (i) "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*;
- (j) "Heritage Parcel" means the new parcel of land to be created by the Subdivision which is to contain the Heritage Building
- (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) "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;
- (o) "New Building Parcel" means the new parcel of land to be created by the Subdivision and which is to contain the New Building;
- (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) "Subdivision" means the proposed subdivision of the Lands contemplated in respect of the DP Applications which will create the Heritage Parcel and the New Building Parcel;
- (t) "*Subdivision By-law*" means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;;
- (u) "*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;
- (v) "*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 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 covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance

with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");

- (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
  - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
  - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the New Building or any part thereof at any time after this agreement is registered on title to the Lands, until:
- (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
  - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for 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 the New Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the New Building, 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 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 exterior 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 no obligation 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 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 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**  
**SECTION 219 COVENANT - NO SEPARATE SALE**

- 4.1 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 no portion of the Lands, including, without limitation, the Heritage Parcel and the New Building Parcel, will at any time be sold separately from any other portion of the Lands and that all of the Lands, including, without limitation, the Heritage Parcel and the New Building Parcel, will be owned at all times by the same person or persons.
- 4.2 Within a reasonable time of 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 Lands the Section 219 covenant contained in this Article 4.

**ARTICLE 5**  
**STATUTORY RIGHT OF WAY**

- 5.1 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 Heritage Parcel, 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.
- 5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 5.3 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 6 DEBTS OWED TO CITY

- 6.1 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 7 EQUITABLE CHARGE

- 7.1 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.
- 7.2 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 8  
BY-LAW VARIATIONS**

**8.1 Subdivision By-Law**

Section 9 of the *Subdivision By-law* is hereby varied for the Lands, for purposes of the Development, so that it does not apply in order to permit the Subdivision, provided that Sections 9.10 and 9.11 with respect to site servicing and the requirements of the *Building By-law (2014)* will apply.

**8.2 Zoning & Development By-law - New Building Parcel and Heritage Parcel**

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 steps are permitted 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 yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application.

**8.3 Zoning & Development By-law - RT-4, RT-4A, RT-4N and RT-4AN Districts Schedule**

Provided that the Subdivision has occurred, the RT-4, RT-4A, RT-4N and RT-4AN Districts Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:

**(a) New Building Parcel**

- (i) Section 4.1.1 is varied so that a minimum site area of 148 m<sup>2</sup> (1,600 sq. ft.) is permitted;
- (ii) Section 4.4 is varied so that a front yard with a minimum depth of 2.6 metres (8.5 feet) shall be provided;
- (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 0.6 metres (2 feet) shall be provided;
- (iv) Section 4.7.1 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.68 (approximately 106.5 m<sup>2</sup> (1,146 sq. ft.));
- (v) Section 4.7.3(g) is varied so that the Director of Planning may permit covered verandas or porches to exceed thirteen percent (13%) of the permitted floor space ratio; and
- (vi) Section 4.8 is varied so that it does not apply.

**(b) Heritage Parcel**

- (i) Section 4.4 is varied so that a front yard with a minimum depth of 7.2 metres (23.8 feet) shall be provided, which is the existing setback;

- (ii) Section 4.5.2 is varied so that it does not apply except that the north side yard shall not be less than 3.7 metres (12 feet), which is the existing setback;
- (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 1.5 metres (5 feet) shall be provided; and
- (iv) Section 4.7.1 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.65 (approximately 229 m<sup>2</sup> (2,467 sq. ft.).

#### ARTICLE 9 SUBDIVISION

9.1 **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 9.2 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 9.3 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.

9.2 **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.

9.3 Should the Subdivision occur pursuant to the *Land Title Act* to create the Heritage Parcel and the New Building Parcel, then at the request of the owner of the New Building Parcel after the Rehabilitation Work has been completed in accordance with

this agreement, the City, at such owner's expense, will discharge from title to the New Building Parcel, 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 Heritage Revitalization Agreement and the Heritage Designation be removed from title to the New Building Parcel, provided that, if the owner of the New Building Parcel 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.

- 9.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following the Subdivision, the Owner of the New Building Parcel may seek to amend this agreement as registered on title to the New Building Parcel without the consent or approval of the owner of the Heritage Parcel.

#### ARTICLE 10 NOTICES

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

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

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

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

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3<sup>rd</sup>) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

#### ARTICLE 11 GENERAL

- 11.1 **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.

- 11.2 **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.
- 11.3 **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.
- 11.4 **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.
- 11.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 11.6 **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.
- 11.7 **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.
- 11.8 **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.
- 11.9 **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.
- 11.10 **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.

- 11.11 **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.
- 11.12 **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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3970137;
- (b) "Existing Chargeholder" means the VANCOUVER CITY SAVINGS CREDIT UNION, IN TRUST (SEE DF BL051963);
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and 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 ten dollars (\$10.00) 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



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 5998 Saint George Street**

On or about November 24, 2015 the Director of Planning approved Development Application Number DE419434 to develop on the referenced lands a three storey ten unit residential development, subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, securing three of the dwelling units proposed in this application as rental housing, and otherwise restricting the use of those units as more particularly described in the City's prior-to DE letter of November 24, 2015 to Michelle Hamlyn of Conwest Residential Ltd.

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 the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services  
April 19, 2016

5998 Saint George Street

ABF

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

**A By-law to enact a Housing Agreement  
for 5998 Saint George Street**

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

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

PID: 029-356-903

Lot A Block 2 District Lot 645 Group 1 New  
Westminster District Plan EPP32553

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

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)

Kimberly L. Grant  
Barrister and Solicitor  
250 - 1311 Kootenay Street  
Vancouver

BC V5K 4Y3

#LS-16-00413-000 (Housing Agreement)

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

029-356-903 LOT A BLOCK 2 DISTRICT LOT 645 GROUP 1 NEW WESTMINSTER DISTRICT  
PLAN EPP32553

Deduct LTSA Fees? Yes ☒

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):

VICINI HOMES LTD., INC. NO. BC0919129  
COAST CAPITAL SAVINGS CREDIT UNION, INC. NO. FI-146 (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

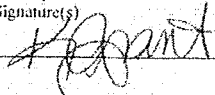
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



KIMBERLY L. GRANT  
BARRISTER & SOLICITOR  
Suite 250 - 1311 Kootenay Street  
Vancouver, BC V5K 4Y3  
Tel: (604) 294 5067

Execution Date

Y	M	D
16	04	05

Transferor(s) Signature(s)

VICINI HOMES LTD. by its  
authorized signatory(ies):



Print Name: Ben Taddel  
LTA Authorized Signatory

Print Name:

OFFICER CERTIFICATION:

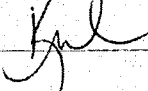
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the Evidence Act, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the Land Title Act as they pertain to the execution of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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 18 PAGES

Officer Signature(s)

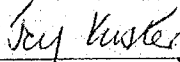
  
KERRI CHRISTENSEN Exp. March 31, 2018  
A Commissioner for Taking Affidavits  
For the Province of British Columbia  
800 - 9900 King George Blvd  
Surrey, B.C. V3T 0K7  
Phone: (604) 517-7382

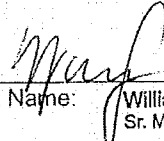
Execution Date

Y	M	D
16	04	06
16		

Transferor / Borrower / Party Signature(s)

COAST CAPITAL SAVINGS CREDIT  
UNION by its authorized signatory(ies):

  
Print Name: Jay Kusler  
Director, Commercial Credit

  
Print Name: William Li  
Sr. Manager, Commercial Credit

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  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

granting above Covenant priority over Mortgage  
CA4545610 and Assignment of Rents CA4545611

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  
5998 SAINT GEORGES STREET

WHEREAS:

- A. It is understood and agreed that this Agreement shall be read as follows:
- (i) the Transferor, Vicini Homes Ltd., is called the "Owner" as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner has applied under Development Application number DE419434 (the "Development Permit Application") to develop on the Lands a three-storey building containing ten Dwelling Units and nine surface parking spaces (including one handicapped space);
- D. The Development Permit Application was approved by the Director of Planning in principle subject to, among other things, fulfillment of the condition that the Owner enter into a Housing Agreement with the City to secure as rental housing three of the Dwelling Units on the Lands, on the terms and conditions set out in the City's prior-to development permit issuance letter of November 24, 2015 addressed to Michelle Hamlyn of Conwest Residential Ltd., by By-law pursuant to Section 565.2 of the *Vancouver Charter* (the "Rental Housing Condition"); and
- E. The Owner and the City are now entering into this Agreement to satisfy the Rental Housing Condition.

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

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Housing Agreement and Building Use Covenant)  
5998 St. George Street

- (b) "Application Date" means the date as of which the Development Permit Application is issued;
- (c) "Building Permit" means any building permit issued by the City authorizing the building of the New Building as contemplated by the Development Permit;
- (d) "Chief Housing Officer" means the person appointed as such from time to time by the City 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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (i) "Development" means the redevelopment on the Lands described in Recital C and approved by the Development Permit;
- (j) "Development Permit" means a development permit issued by the City means as a result of the Development Permit Application;
- (k) "Development Permit Application" has the meaning ascribed to that term in Recital C;
- (l) "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;
- (m) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) "Eligible Tenants" means the tenants who are resident in the Existing Buildings as of the Application Date, and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;
- (o) "Existing Buildings" means all buildings or structures on the Lands as of Commencement Date;
- (p) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (q) "Lands" means the lands described in Item 2 in the Form C attached hereto, and includes any lots or parcels into which such land is consolidated or further subdivided;
- (r) "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;
- (s) "New Building" means any building or structure 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;
- (t) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (u) "Owner" means the Transferor, Vicini Homes Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (v) "Rate of Change Guidelines" means the Rate of Change Guidelines adopted by City Council on May 24, 2007;
- (w) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
    - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (x) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arms length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;



- (y) "Rental Housing Condition" has the meaning ascribed to that term in Recital D;
- (z) "Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Rental Housing Units" means some or all of such Units, as the context implies;
- (aa) "Rental Housing Units Strata Lot" has the meaning ascribed to that term in Section 5.1;
- (bb) "Residential Tenancy Act" means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (cc) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer, and exercise their right of first refusal, to move into the New Building after it has been completed and an Occupancy Permit has been issued, and "Returning Tenant" means any one of them;
- (dd) "Strata Corporation" has the meaning ascribed to that term in Section 5.1;
- (ee) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan, which must comply with Section 2 of the Rate of Change Guidelines, must be approved by the Chief Housing Officer, and must include, without limitation, the name of each Eligible Tenant, his/her/their suite number, the rent he/she/they is/are paying, the length of his/her/their tenancy, the offer of not less than two months' free rent, reimbursement of receipted moving expenses, list of ways in which the Owner can assist Eligible Tenants in finding alternate accommodation, and a right of first refusal to move into the New Building after it has been completed and an Occupancy Permit has been issued;
- (ff) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the New Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building;
- (gg) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (hh) "Vancouver Charter" means the *Vancouver Charter* S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (f) Legislation. 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 includes all amendments made thereto in force from time to time, and is a reference to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New 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 Commencement Date, at its sole cost and expense, it will construct, and thereafter throughout the Term will maintain, the New Building containing a total of not less than ten Dwelling Units, in accordance with the Development Permit, the Building Permit and this Agreement;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, the three one bedroom Dwelling Units in

the New Building will be used only for the purpose of providing Rental Housing (each a "Rental Housing Unit");

- (d) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, the Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days except for the month of February;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit to be sold or otherwise transferred unless title to every Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement as contemplated by Section 10.9;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the New 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 5;
- (g) throughout the Term, any sale of a Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Rental Housing Units or any part of any thereof are/is damaged, the Owner (and, following subdivision of the Lands and the New Building by deposit of strata plan, in conjunction with the Strata Corporation restoring and repairing the outside portions of the New Building encasing the Rental Housing Units), 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 RETURNING TENANTS

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:

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Housing Agreement and Building Use Covenant)  
5998 St. George Street

- (i) the Owner will not apply for any Development Permit in respect of, and will not suffer or permit the occupation of, the Lands or the New Building and will take no action, directly or indirectly, to compel the issuance of any Development Permit for the Lands or the New Building; and
- (ii) the City will be under no obligation to issue any Development Permit permitting the use and occupation of the Lands or the New Building, notwithstanding completion of construction of the New Building,

until such time as the Owner provides the City with:

- (iii) a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the intent to re-develop the Lands; that indicates the number of units occupied in the Existing Buildings on the date of the notice; includes information on posting of notice regarding the intent to re-develop as per Section 3 of the Rate of Change Guidelines; and includes copies of a letter addressed to each Eligible Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant;
- (b) it will provide all Eligible Tenants with a right of first refusal to occupy a Rental Housing Unit in the New Building after it has been completed and an Occupancy Permit has been issued, based on length of occupancy of a unit in the Existing Buildings and at a discounted rent as described in Section 3.1(d) and as is set forth in the Tenant Relocation Plan;
- (c) it will provide all Eligible Tenants with the notice, free rent (or payment in lieu), moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
- (d) the starting rent payable by each Returning Tenant will be 20% less than the starting rent that would have been payable by a tenant other than a Returning Tenant as of the time of occupancy;
- (e) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan; and
- (f) without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Development 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:

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Housing Agreement and Building Use Covenant)  
5998 St. George Street

- (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 Lands or the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Lands or the New Building; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Lands or the New Building, notwithstanding completion of construction of the New Building,
- until such time as the Owner provides the City with:
- (iii) proof that insurance consistent with the requirements of Section 2.1(h) is in force and effect as of Occupancy Permit issuance, in form and substance satisfactory to the City;
  - (iv) confirmation that the Rental Housing Units will be used only as Rental Housing as of Occupancy Permit issuance, in form and substance satisfactory to the City;
  - (v) confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City;
  - (vi) a final tenant relocation report which outlines the names of tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each tenant (moving costs, rent, any other compensation); and includes a summary of all communication provided to the tenants; and
  - (vii) particulars regarding each Returning Tenant including the unit number and type to be occupied and the starting rent that will be payable for the same, together with evidence substantiating the agreed rent discount; and
- (b) without limiting the general scope of Article 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

#### ARTICLE 5 SUBDIVISION

- 5.1 Notwithstanding Section 2.1(f), subject to compliance by the Owner with all applicable requirements of the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of a strata plan (the strata corporation

created by such subdivision, the "Strata Corporation"), provided that all three Rental Housing Units are contained within a single strata lot (the "Rental Housing Units Strata Lot").

- 5.2 Following such a subdivision and the issuance of a final occupancy permit for the New Building, the Owner may apply to the City for a partial discharge of this Agreement from title to any strata lot within the Strata Corporation other than the Rental Housing Units Strata Lot, but not from the common property of the Strata Corporation, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other strata lot(s), provided, that:
- (a) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or the Rental Housing Units Strata Lot pursuant to this Agreement;
  - (b) any such discharge will be in form and substance acceptable to the Director of Legal Services;
  - (c) the preparation and registration of any such discharge will be without cost to the City; and
  - (d) the City will have a reasonable amount of time to execute and return any such discharge.
- 5.3 Upon the registration of the strata plan at the applicable Land Title Office this Agreement will be deemed to amended as follows:
- (a) The reference to "Lands and the New Building" in Section 2.1(a) will be replaced with "Rental Housing Units Strata Lot";
  - (b) The reference to "New Building" in Section 2.1(i) will be replaced with "Rental Housing Units Strata Lot"; and
  - (c) the obligation to insure in Section 2.1(h) will be satisfied if the Strata Corporation and the Owner of the Rental Housing Units Strata Lot, respectively, obtain typical insurance obtained by a prudent strata corporation and owner of a strata lot, respectively, in Vancouver.
- 5.4 Any subsequent consolidation or subdivision of any part of the Lands, the New Building, the Rental Housing Units Strata Lot or the Strata Corporation is prohibited, without the prior written consent of the Director of Legal Services, which consent the may be arbitrarily withheld.

#### ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, rental rates charged and occupancy of/for the Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such

records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

#### ARTICLE 7 ENFORCEMENT

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

#### ARTICLE 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

## 8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- ## 8.3 Survival of Release and Indemnities. The release and indemnities in this Article 8 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.



## ARTICLE 9 NOTICES

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

(a) If to the City:

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

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

(b) If to the Owner:

The name and address of the Owner that appears on the title to the Lands in the records of the Land Title Office (or after subdivision by strata plan, of the strata lot owner or the strata corporation, as applicable)

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

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

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

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

## ARTICLE 10 MISCELLANEOUS

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

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

- 10.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 10.9 Transfer of Lands. The Owner covenants and agrees with the City that concurrent with any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, strata corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, strata 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, strata corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 10.9, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.
- 10.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4545610 and the Assignment of Rents registered under number CA4545611;
- (b) "Existing Chargeholder" means Coast Capital Savings Credit Union;
- (c) "New Charge" means the Covenant and Housing Agreement contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (i) consents to the Owner granting the New Charge to the City; and
- (ii) agrees with the City that the New Charge charges 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 Charge, 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

{00455536v4}

Housing Agreement and Building Use Covenant)  
5998 St. George Street

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 4162 and 4188 Cambie Street**

After the public hearing on October 20, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 4162 and 4188 Cambie Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 19, 2016

4162 and 4188 Cambie Street

ABF

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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-695 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (628).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted within CD-1 (628), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses permitted in this section.

**Conditions of use**

3. The design and layout of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

**Floor area and density**

4.1 Computation of floor space ratio must assume that the site consists of 2,068 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

## Horizontal angle of daylight

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

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

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

6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (628).

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

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

# Schedule A

