

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 1600-1620 West 6th Avenue**

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

Director of Legal Services  
June 28, 2016

1600-1620 West 6th Avenue

ABF

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

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:  
"CD-1 (630) By-law No. 11525 1600-1620 West 6th 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

### **Debenture By-law Re: Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 28, 2016

BY-LAW NO.      **ABF**

**A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$30,439.89, for certain local improvement street work projects, including lane paving, and for imposing an annual special rate on real property specially benefited by such local improvements**

PREAMBLE

Council has deemed it desirable and necessary to carry out certain street work projects, including lane paving (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 22, 2016, describing and designating the Work as number 1, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owner of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$30,439.89, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$30,439.89, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$281,652,943,680.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$940,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$30,439.89, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 28, 2016 and on June 28 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 28, 2016", and will be payable in each of the years 2016 to 2030, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

- 7. Council hereby imposes in each of the years 2016 to 2030, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.
- 8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2016 to 2030, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.
- 9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.
- 10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.
- 11. The schedules attached to this By-law form part of this By-law.
- 12. References in this By-law to money are to lawful currency of Canada.
- 13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 28<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2016, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (\_\_\_\_) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 28<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer



THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	STREET WORK		6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2016	30,439.89	2,956.77	0.00	2,956.77
2017	27,483.12	1,307.78	1,648.99	2,956.77
2018	26,175.34	1,386.25	1,570.52	2,956.77
2019	24,789.09	1,469.42	1,487.35	2,956.77
2020	23,319.67	1,557.59	1,399.18	2,956.77
2021	21,762.08	1,651.05	1,305.72	2,956.77
2022	20,111.03	1,750.11	1,206.66	2,956.77
2023	18,360.92	1,855.11	1,101.66	2,956.77
2024	16,505.81	1,966.42	990.35	2,956.77
2025	14,539.39	2,084.41	872.36	2,956.77
2026	12,454.98	2,209.47	747.30	2,956.77
2027	10,245.51	2,342.04	614.73	2,956.77
2028	7,903.47	2,482.56	474.21	2,956.77
2029	5,420.91	2,631.52	325.25	2,956.77
2030	2,789.39	2,789.39	167.38	2,956.77
		<u>30,439.89</u>	<u>13,911.66</u>	<u>44,351.55</u>

**EXPLANATION**

**Debenture By-law  
Re: Street Lighting**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street lighting project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 28, 2016

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

ABF

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$6,062.08, for certain local improvement street lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain street lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 22, 2016, describing and designating the Work as number 1, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$6,062.08, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$6,062.08, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$281,652,943,680.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$940,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$6,062.08, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 28, 2016 and on June 28 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 28, 2016", and will be payable in each of the years 2016 to 2025, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes, in each of the years 2016 to 2025, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2016 to 2025, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 28<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2016, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. ( ) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 28<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer



THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	STREET LIGHTING			
			6.00%	10 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2016	6,062.08	777.02	0.00	777.02
2017	5,285.06	459.92	317.10	777.02
2018	4,825.14	487.51	289.51	777.02
2019	4,337.63	516.76	260.26	777.02
2020	3,820.87	547.77	229.25	777.02
2021	3,273.10	580.63	196.39	777.02
2022	2,692.47	615.47	161.55	777.02
2023	2,077.00	652.40	124.62	777.02
2024	1,424.60	691.54	85.48	777.02
2025	733.06	733.06	43.96	777.02
		<u>6,062.08</u>	<u>1,708.12</u>	<u>7,770.20</u>

**EXPLANATION****Debenture By-law  
Re: Lane Lighting**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain lane lighting project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 28, 2016

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

**A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$2,835.64, for certain local improvement lane lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements**

**PREAMBLE**

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 22, 2016, describing and designating the Works as number 1 to 2 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$2,835.64, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$2,835.64, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$281,652,943,680.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$940,000,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$2,835.64, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 28, 2016 and on June 28 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 28, 2016", and will be payable in each of the years 2016 to 2020, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes, in each of the years 2016 to 2020, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2016 to 2020, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 28<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2016, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. ( ) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 28<sup>th</sup> day of June, 2016.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer



THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW		Lane Lighting	6.00%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2016	2,835.64	635.08	0.00	635.08
2017	2,200.56	503.05	132.03	635.08
2018	1,697.51	533.23	101.85	635.08
2019	1,164.28	565.22	69.86	635.08
2020	599.06	599.06	36.02	635.08
		<u>2,835.64</u>	<u>339.76</u>	<u>3,175.40</u>

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 5470-5490 Oak Street**

After the public hearing on December 15, 2015, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 5470-5490 Oak Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 28, 2016

5470-5490 Oak 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-697 (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 (631).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (631), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to the uses permitted in this section 2.2.

**Conditions of Use**

3. The design and 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 1,337.4 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 1.20.

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

4.4 Computation of floor area must exclude:

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

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of the permitted floor area.

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

## **Building height**

5. Building height, measured from base surface, must not exceed 12.2 m.

## **Horizontal angle of daylight**

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

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

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

6.4 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 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 (631).

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

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

## Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

**Severability**

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

**Force and effect**

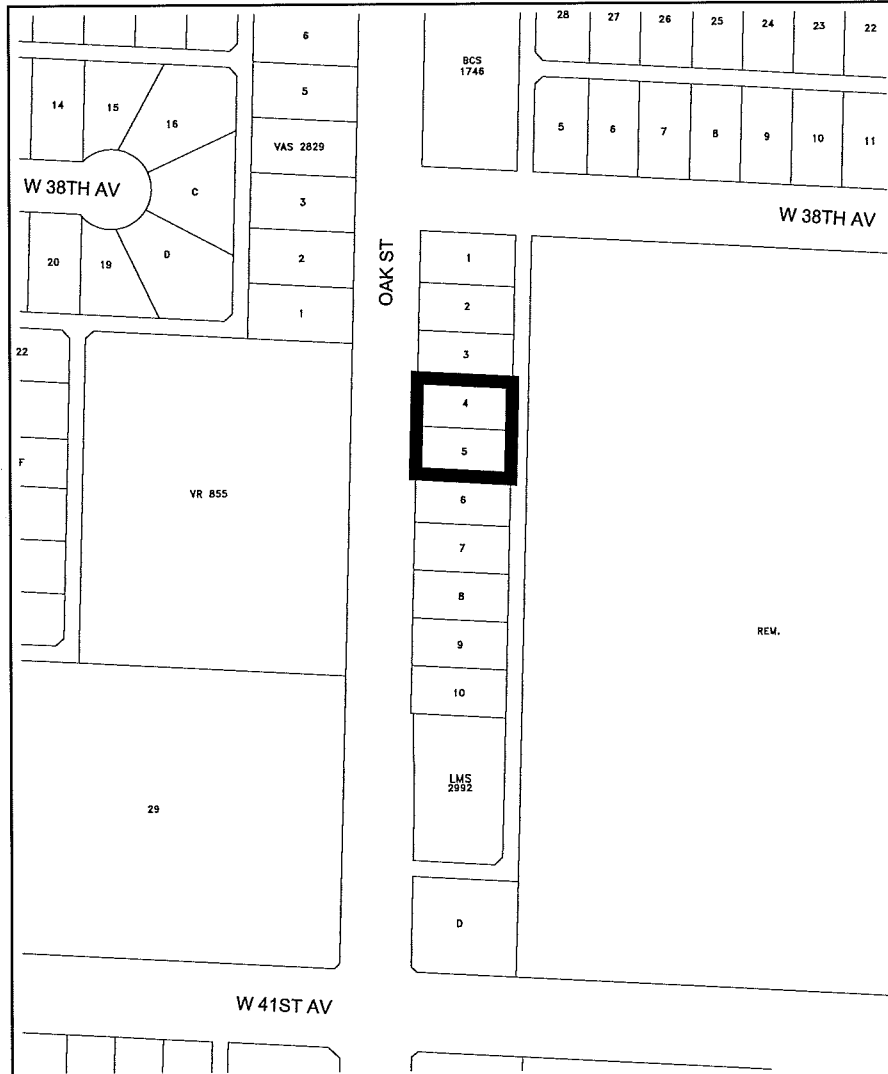
9. This By-law is to come into force and take effect on the date of its enactment.


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

\_\_\_\_\_  
Mayor

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

**Schedule A**



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

**Z-697 (a)**

**RZ - 5470-5490 Oak Street**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2015-11-23

**EXPLANATION****Heritage Designation By-law  
Re: 5010 Cambie Street**

At a public hearing on June 14, 2016, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of heritage building and Volcanic Rock Outcropping at 5010 Cambie Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
June 28, 2016



5010 Cambie Street  
Milton Wong 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 and Volcanic Rock Outcropping as shown in the diagram attached as Schedule A to this By-law	5010 Cambie Street Vancouver, B.C.	PID: 010-152-211 Lot 7 Block 840 District Lot 526 Plan 8324
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has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

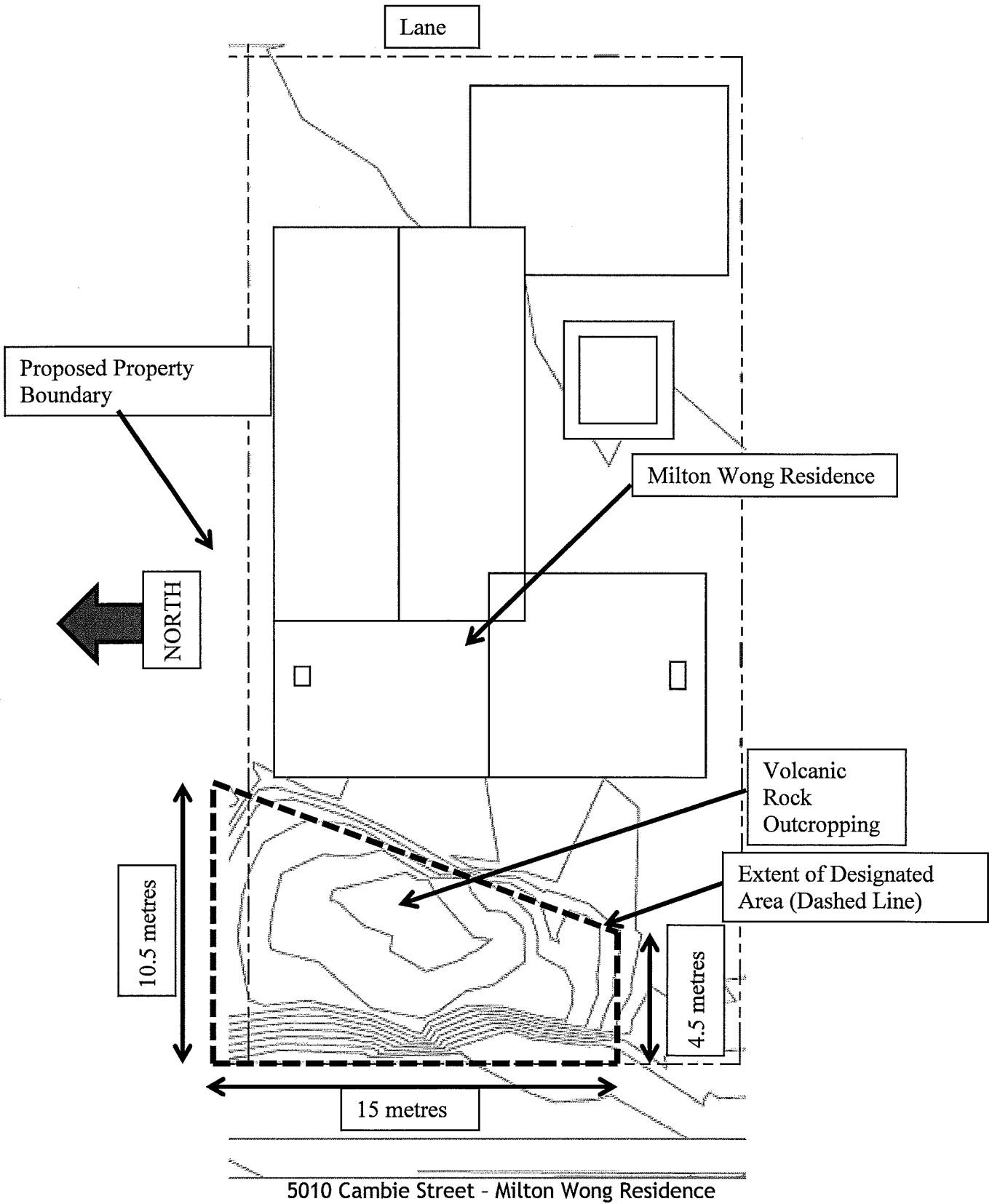
2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                day of    , 2016

\_\_\_\_\_  
Mayor

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

SCHEDULE A



**EXPLANATION****A By-law to remove 3738 Cypress Street  
from the list of First Shaughnessy  
protected heritage properties**

After a public hearing on June 14, 2016, Council resolved to amend the Heritage Conservation Area Official Development Plan By-law to remove 3738 Cypress Street from the list of protected heritage properties in the First Shaughnessy Heritage Conservation Area. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 28, 2016

Heritage Conservation Area  
Official Development Plan  
Re: Amendment to remove  
3738 Cypress Street  
from the list of First Shaughnessy  
protected heritage properties

ABF

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

A By-law to amend the Heritage Conservation Area  
Official Development Plan By-Law  
Regarding removal of 3738 Cypress Street from the list of First Shaughnessy  
protected heritage properties

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

1. This By-law amends the indicated provisions of the Heritage Conservation Area Official Development Plan By-law No. 11349.
2. From Appendix A4, Council strikes out the following:

3738	CYPRESS	008-914-958 LOT 1A BLOCK 42 DISTRICT LOT 526 PLAN 4502	Buildings existing prior to January 1, 1940
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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

**Authorization to enter into a Housing Agreement  
Re: 3063-3091 West Broadway**

After the public hearing on October 20, 2015, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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

Director of Legal Services  
June 28, 2016

3063-3091 West Broadway

ABF

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

**A By-law to enact a Housing Agreement  
for 3063-3091 West Broadway**

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:

PIDs: 029-832-641      Lot 1, Block 31  
   District Lot 192  
   Group 1  
   New Westminster District Plan EPP54682

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

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

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)

Susan Kelly, TERRA LAW CORPORATION  
Suite 2800 - 650 West Georgia Street  
PO Box 11506  
Vancouver BC V6B 4N7

Phone 604-628-8980  
Client No. 12544 Doc No. 468447  
File No. 501521  
Housing Agreement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]  
**029-832-641 LOT 1 BLOCK 31 DISTRICT LOT 192 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP54682**

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):

**ORR DEVELOPMENT (1980) CORP. (INCORPORATION NO. 0972928)  
BANK OF MONTREAL, 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)

**HILDE DEPREZ**  
NOTARY PUBLIC  
2515 ALMA STREET  
VANCOUVER, B.C. V6R 3R8  
TEL: 604-221-4343  
hilde@notarydeprez.com

Execution Date		
Y	M	D
16	6	08

Transferor(s) Signature(s)

ORR DEVELOPMENT (1980)  
CORP., by its authorized signatory  
(ies):

Name: **LINDA S. MCNEIL**

Name:

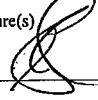
OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Gloria Lum-Daantos  
A Commissioner for taking Affidavit  
for British Columbia  
9th Floor, 595 Burrard Street  
Vancouver, B.C. V7X 1L7  
As to all signatures  
Expires: Nov 30, 2017

Execution Date

Y	M	D
16	6	14
16	6	

Transferor / Borrower / Party Signature(s)

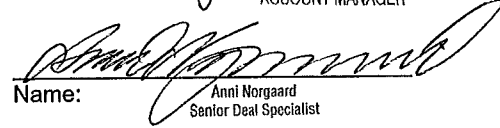
BANK OF MONTREAL, by its  
authorized signatory(ies):



Name:

JAY WALTER  
ACCOUNT MANAGER

Name:

  
Anni Norgaard  
Senior Deal Specialist

CITY OF VANCOUVER, by its  
authorized signatory:

Name:

OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting above Section 219 Covenant priority over Mortgage CA2327777 and Assignment of Rents CA2327778  Page 19

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**FOR-PROFIT AFFORDABLE RENTAL HOUSING**  
**3063 - 3091 West Broadway**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, Orr Development (1980) Corp., is called the "Owner", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from C-2C (Commercial) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfillment of the condition that, prior to enactment of the rezoning by-law (the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the Building, which is currently expected to be 71, as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver DCL By-law* for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City agree as follows, in respect of the use of the Lands and the buildings thereon:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
  - (b) "Building Permit" means any building permit issued by the City authorizing the

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

- (c) "Chief Housing Officer" means the person appointed from time to time as the City's Chief Housing Officer and his/her successors in function and their respective nominees;
- (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (e) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) "DCL By-law" means Vancouver Development Cost Levy By-law No. 9755;
- (h) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (l) "Eligible Tenants" means the tenants who are listed as residents in the applicant's Tenant Relocation Plan submitted as part of the Rezoning in any of the existing two (2) units that will be demolished if this development proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;
- (m) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable rental housing, but does not include alterations or extensions to those Dwelling Units, and "For-Profit Affordable Rental Housing Unit" means any unit within such a building; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the DCL By-law Application;
- (n) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in section 2.1(b) and "For-Profit Affordable Rental Housing Unit" means any one of such units;

- (o) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (p) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (q) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (s) "**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 issued after the Effective Date;
- (t) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely Orr Development (1980) Corp., and its successors and permitted assigns;
- (u) "**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*, S.B.C. 2002, c.57, then a Related Person is;
  - (ii) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
  - (iii) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (iv) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "**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 on a month-to-month basis or longer 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

- (w) "**Residential Tenancy Act**" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (x) "**Returning Tenants**" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after its completion, and "Returning Tenant" means any one of them;
- (y) "**Rezoning Application**" has the meaning ascribed to that term in Recital C;
- (z) "**Rezoning By-law**" has the meaning ascribed to that term in Recital C;
- (aa) "**Tenant Relocation Plan**" means the Owner's Tenant Relocation Plan outlined in Schedule B, attached hereto, approved by the Chief Housing Officer;
- (bb) "**Term**" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (cc) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (dd) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (ee) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

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

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that, during the Term:
- (a) the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) at its sole cost and expense, it will construct, fit, finish and maintain within the New Building the Dwelling Units, all of which must only be used as For-Profit Affordable Rental Housing and which are currently expected to number as 71 (the "For Profit Affordable Rental Housing Units"), along with related amenity and parking spaces, in accordance with the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) not less than 50% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines";
  - (d) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Units for a term of less than one month at a time;
  - (e) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.8;

- (f) it will not suffer, cause or permit, any For Profit Affordable Housing Unit to be included in a strata plan filed in the Land Title Office without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld or made subject to conditions which the Director of Legal Services determines are required to fulfill the intent of this Agreement;
- (g) that any sale of any For-Profit Affordable Rental Housing Units in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings in Vancouver;
- (i) if a New Building or any part thereof, is damaged it 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;
- (j) it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (k) as of the Effective Date, the Owner will provide the City with a rent roll indicating rents proposed to be charged by the Owner for the For-Profit Affordable Rental Housing Units
- (l) the unit type mix and size are as set out in Schedule A and the starting monthly rents will be at or below the rents set forth in rent roll attached hereto as Schedule A; and
- (m) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

### ARTICLE 3 RETURNING TENANTS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) It will provide all Eligible Tenants with a right of first refusal to occupy a Dwelling Unit in the For-Profit Affordable Rental Housing following issuance of the

Occupancy Permit, based on length of occupancy and with a starting rent equal to the existing rent that the Eligible Tenant is paying for their Unit at the time they vacate their Unit plus any allowable increase in rent permitted under the *Residential Tenancy Act* during the period of construction of the For-Profit Affordable Housing, such offer to remain open for acceptance by the Eligible Tenants for a period of 60 days from the date of receipt of such offer by the Eligible Tenants;

- (b) as of the Effective Date, it will provide the City with the rents proposed to be charged by the Owner for the Returning Tenants;
- (c) it will provide all Eligible Tenants with the notice, rent allowance, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (d) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

#### ARTICLE 4 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) a Development Permit will not be issued and the Owner will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the Chief Housing Officer confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued and the Chief Building Officer will confirm his acceptance or non-acceptance in a reasonable time frame after receipt of same; and
  - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this Article 4.



**ARTICLE 5  
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the Chief Housing Officer:
      - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to For-Profit Affordable Rental Housing;
      - (B) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect, in form and substance satisfactory to the City;
      - (C) confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City; and
      - (D) particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same, together with evidence substantiating the rent discount;
    - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
  - (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 5.

**ARTICLE 6  
RECORD KEEPING**

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the Chief Housing Officer. At the request of the Chief Housing Officer,

from time to time, the Owner will:

- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(j).

**ARTICLE 7  
RELEASE AND INDEMNITY**

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

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (iii) by reason of the City or City Personnel:
    - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
    - B. withholding any permit pursuant to this Agreement; or
    - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
  - (iv) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

- (c) The indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

**ARTICLE 8  
NOTICES**

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
  - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

Attention: Chief Housing Officer with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

Orr Development (1980) Corp.  
4329 West 3<sup>rd</sup> Avenue  
Vancouver, British Columbia  
V6R 1M6

Attention: Riley Mari

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 Lands or any part thereof should change, in the absence of any such specification, then to the address as set out in the State of Title Certificate for that particular parcel of land.

**ARTICLE 9  
MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all 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*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(e) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and

substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage). Upon the execution of such an assumption agreement by the purchaser/transferee, the Owner, and any beneficial owner of the Lands which ceases to be a beneficial owner of the Lands, will be released from its obligations hereunder.

9.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

9.10 Enurement. This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

IN WITNESS WHEREOF the parties have executed this Agreement on the Forms C or D which are a part hereof.

SCHEDULE A - RENT ROLL

Attach Rent Roll

Unit Type	3063-3091 West Broadway Proposed Average Starting Rents
Studio	\$1,270
1-bedroom	\$1,438
2-bedroom	\$1,974
3-bedroom	\$2,443

Schedule B  
Tenant Relocation Plan

Tenant Relocation Plan Components	Tenant Relocation Plan Offer
Two months free rent	<ul style="list-style-type: none"> <li>Two Months Free Rent Provided (rebated at the end of the tenancy).</li> </ul>
Notification	<ul style="list-style-type: none"> <li>Tenants were notified that they would have to vacate the unit prior to signing their existing leases. Notification was again provided in January 2015 and will be provided again two months prior to the end of tenants' lease terms.</li> </ul>
Moving expenses	<ul style="list-style-type: none"> <li>Movers will be arranged by the applicant for each tenant and the moving costs will be covered by the applicant.</li> </ul>
Assistance in finding a rental unit or other form of alternative affordable housing	<ul style="list-style-type: none"> <li>Applicant has committed to providing three rental options including one in the same general area to the tenants. Each option will have comparable rents not higher than 10% of their existing rent at the time that they vacate their unit.</li> </ul>
First right of refusal to relocate into a replacement rental unit on the site	<ul style="list-style-type: none"> <li>One of the replacement units will be offered to each of the existing tenants, which offer will remain open for acceptance for 60 days from the date of receipt of the offer by the existing tenant.</li> <li>Starting rents will be each tenants existing rent at the time they vacate the unit plus any allowable increases under the RTA during the period of construction.</li> </ul>



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA2327777 and the Assignment of Rents registered under number CA2327778;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charges" means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 807 Powell Street**

After the public hearing on June 18, 2013, Council resolved to amend the Zoning and Development By-law to rezone the site from M-2 to I-2 for 807 Powell Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 28, 2016

Amendment to M-2 and I-2 Districts  
Regarding 807 Powell Street

ABF

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
to rezone an area from M-2 to I-2**

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-661 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.
2. The area shown within the heavy black outline on Schedule A is rezoned and moved from the M-2 District Schedule to the I-2 District Schedule.

**Severability**

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.

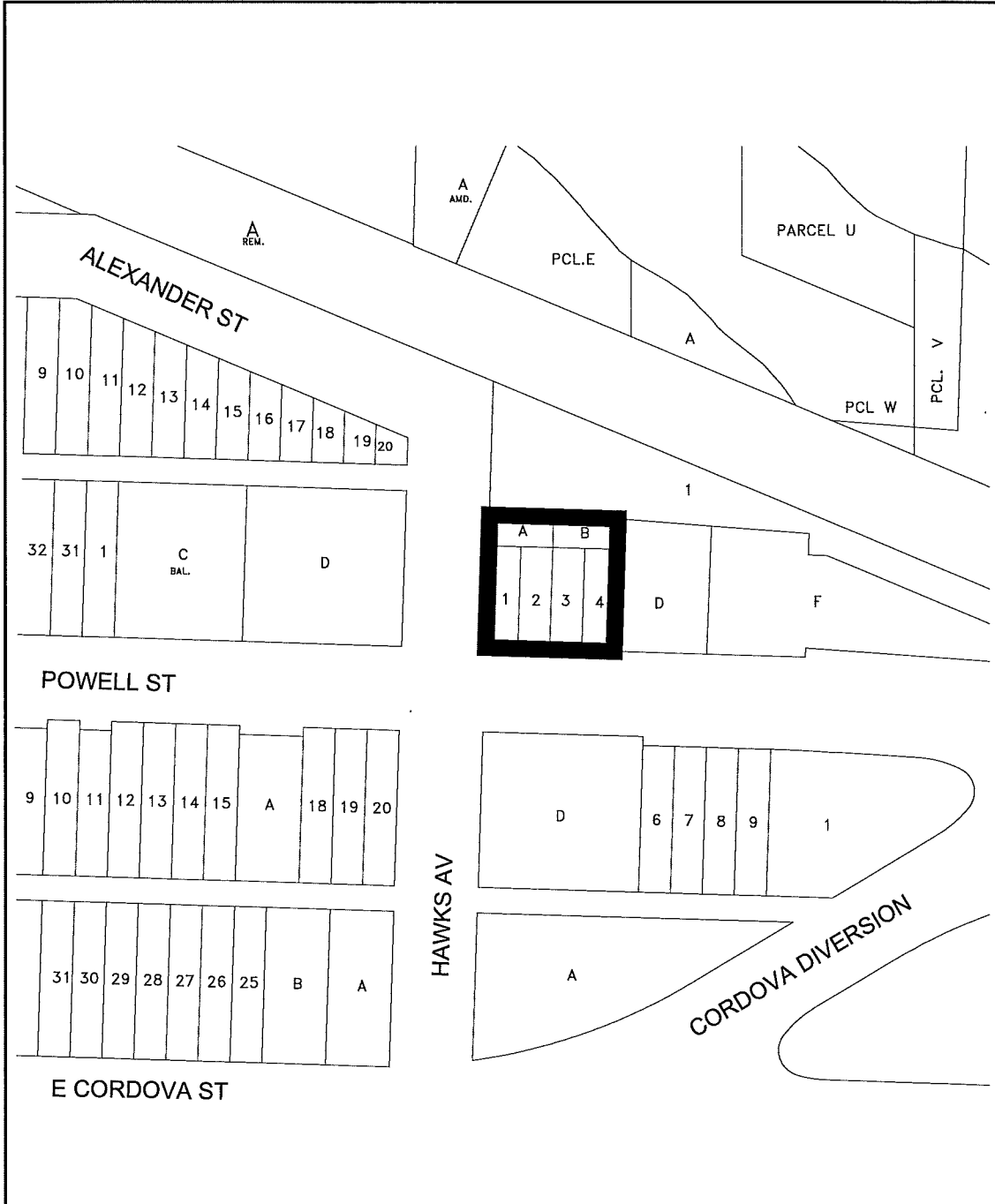
**Force and effect**

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



The properties outlined in black (  ) are rezoned:  
 From **M-2** to **I-2**

**Z-661 (a)**

<b>RZ - 807 Powell Street</b>	map: 1 of 1	
	scale: NTS	
<b>City of Vancouver</b>	date: 2013-04-18	

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1077-1099 Richards Street**

The owner of these lands applied to the Development Permit Board by development permit application number DE41881 to increase the floor space ratio applicable to these lands to enable it to construct a residential development containing social housing, which application was conditionally approved, subject to a number of conditions, including conditions that Council approve the proposed increase in floor space ratio and that the owner enter into a Housing Agreement. Council considered this matter at its Regular Council Meeting following the Standing Committee on City Finance and Services Meeting on April 15, 2015, after which consideration it was approved.

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

Director of Legal Services  
June 28, 2016

1077-1099 Richards Street

*ABF*

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

**A By-law to enact a Housing Agreement  
for 1077-1099 Richards 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: 029-182-115      Lot A Block 84 District Lot 541 Group 1 New Westminster  
District Plan EPP34629

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this                    day of                    , 2016

\_\_\_\_\_  
Mayor

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

SCHEDULE A

FORM\_C\_V21 (Charge)

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

LOCK

PAGE 1 OF 13 PAGES

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

Empty rectangular box for electronic signature.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[TO BE FILLED IN BY OWNER'S LAWYER]

Import Profile

#13-1403-011 (Social Housing Agreement)

Deduct LTSA Fees? Yes [checked]

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

029-182-115 LOT A BLOCK 84 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER

No PID.NMBR DISTRICT PLAN EPP34629

STC? YES [ ]

Pick up STC?

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

Covenant

Entire Instrument

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

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

(b) [checked] 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):

Use Schedule

BRENHILL DEVELOPMENTS LIMITED, INC. NO. 0909081

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

Use Schedule

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

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)

\_\_\_\_\_

Table with 3 columns: Y, M, D. Row 1: 16, empty, empty.

Transferor(s) Signature(s)

BRENHILL DEVELOPMENTS LIMITED, by its authorized signatory(ies):

Print Name:

Print Name:

OFFICER CERTIFICATION:

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

More Signatures

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Execution Date**

Y	M	D
16		

Transferor / Borrower / Party Signature(s)

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.

**More Signatures**



**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**(Social Housing)**  
**1077-1099 RICHARDS STREET**

WHEREAS:

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

- (i) the Transferor, BRENHILL DEVELOPMENTS LIMITED, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner applied under Development Application number DE416775 (the "Development Permit Application") to develop on the Lands a 13-storey building with 162 dwelling units above two and a half levels of underground parking having vehicular access from the lane;

D. The Development Permit Application was conditionally approved by the Development Permit Board subject to, among other things, approval by City Council of the proposed increase in the floor space ratio required to enable the Development to be built on the Lands;

E. City Council provided such approval, subject to fulfillment of the condition that the Owner enter into a Housing Agreement with the City pursuant to section 565.2 of the *Vancouver Charter* to ensure the inclusion of low cost housing (as then defined in the Downtown District Official Development Plan) within the building to be constructed on the Lands, to be registered on title prior to the issuance of an occupancy permit for that building, on the terms and conditions more particularly described in the report to Council dated February 26, 2014 (RTS No. 10428; VanRIMS No. 08-200-20) (the "Social Housing Condition");

F. The said definition of low cost housing has since been replaced with the term Social Housing; and

G. The Owner and the City are now entering into this Agreement to satisfy the Social 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;
- (b) "**City**" and "**City of Vancouver**" are defined in Recital A(ii);
- (c) "**City Manager**" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "**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;
- (e) "**Commencement Date**" means the date as of which this Agreement has been executed by all parties to it;
- (f) "**Development**" means the development on the Lands described in Recital C and approved by the Development Permit;
- (g) "**Development Permit**" means a development permit issued by the City means a as a result of the Development Permit Application;
- (h) "**Development Permit Application**" has the meaning ascribed to that term in Recital C;
- (i) "**Director of Legal Services**" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) "**Dwelling Units**" has the meaning ascribed to that term in Section 2.1(b), and "**Dwelling Unit**" means any one of such Units;
- (k) "**Housing Income Limit**" or "**HIL**" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, set each year by the Canada Mortgage and Housing Corporation and/or the British Columbia Housing Management Commission or their successors in function;
- (l) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) "**Lands**" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "**Lands**" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **"General Manager of Community Services"** means the person appointed from time to time as the General Manager of Community Services and his/her successors in function, and their respective nominees;
- (p) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit; provided, however, that if the Lands and the New Building are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"New Building"** will thereafter mean only the part of the New Building within the legal parcel(s) against which it remains registered;
- (q) **"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;
- (r) **"Operating Agreement"** means the Operating Agreement entered into by and between the City as The 127 Society for Housing in respect of the management and operation of the New Building and its occupants, following transfer to the City of title to the Lands;
- (s) **"Owner"** means the registered and beneficial owner the Lands as of the Commencement Date, namely Brenhill Developments Limited, and includes all of its successors and permitted assigns, and successors in title to the Lands;
- (t) **"Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (u) **Replacement Dwelling Unit**" has the meaning ascribed to that term in section 2.1(b) and **"Replacement Dwelling Units"** means all of such units;
- (v) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (w) **"Social Housing"** has the meaning ascribed to that term in the Downtown District Official Development plan, namely rental housing;

- (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, which may include households such as those that receive Income Assistance or rent supplements or basic Old Age Security pension and Guaranteed Income Supplement or disability assistance or War Veterans Allowance;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the city a section 219 covenant, housing agreement, or other security for the housing commitments required by the city registered against the freehold or leasehold title, with such priority of registration as the city may require, provided that such housing commitments must meet subsection (a) and, if financially viable, may exceed subsection (a) in order to address local needs;
- (x) "**Social Housing Condition**" has the meaning ascribed to that term in Recital E;
  - (y) "**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; and
  - (z) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) References. References to the or this “**Agreement**” and the words “**hereof**” “**herein**” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than 162 residential units (the “**Dwelling Units**”), in accordance with the Social Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained (each such replacement Dwelling Unit hereinafter referred to as a “**Replacement Dwelling Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Dwelling Units and the New Building are pursuant to this Agreement;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of social Housing;
- (d) throughout the Term:
  - (i) not less than 87 of the Dwelling Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement, at rental rates described in the Operating Agreement; and
  - (ii) the remaining 75 Dwelling Units to be rented as low end of market rates,  
unless otherwise agreed by the City;
- (e) throughout the Term, the Dwelling Units will only be used for the purpose of providing Rental Housing;
- (f) 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 Dwelling Unit to be sold or otherwise transferred unless:
  - (i) every Dwelling Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
  - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Dwelling Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will insure, or cause to be insured, the Lands and 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
- (j) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as

damage occurs, to at least as good a state and condition as existed before such damage occurred.

### **ARTICLE 3 RECORD KEEPING**

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

### **ARTICLE 4 ENFORCEMENT**

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

### **ARTICLE 5 RELEASE AND INDEMNITY**

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
    - (i) by reason of the City or City Personnel:
      - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
      - B. withholding any permit pursuant to this Agreement; or
      - C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
    - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
  - (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person,

firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

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

The indemnities in this Article 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 5.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a



timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

#### ARTICLE 6 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Community Services and the Director of Legal Services

- (b) If to the Owner:

Brenhill Developments Limited  
1079 Richards Street  
Vancouver, British Columbia  
V6B 3E4

Attention: President

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

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

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

**ARTICLE 7  
MISCELLANEOUS**

- 7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 7.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 7.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 7.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 7.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a

waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 7.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all 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*.
- 7.8 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 7.9 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.
- 7.10 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.

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

**END OF DOCUMENT**

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 2312-2328 Galt 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 2312-2328 Galt Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
June 28, 2016

2312-2328 Galt Street

A2F

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 (b) 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 (632).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (632), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Multiple Dwelling; and
- (b) Accessory uses customarily ancillary to the uses permitted in this Section 2.2.

**Conditions of use**

3. The design and lay-out of at least 25% of the dwelling units must:

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

**Floor area and density**

4.1 Computation of floor space ratio must assume that the site consists of 1,116 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 Floor space ratio for all uses must not exceed 2.20.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the residential floor, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

### **Building height**

5.1 Building height, measured from base surface, must not exceed 13.6 m.

5.2 Despite the provision of section 5.1, guardrails on the roof for the purpose of rooftop amenity may be excluded from the height calculation, if the maximum height of the guardrail does not exceed 1.2 m.

### **Setbacks**

6.1 Setbacks must be, at minimum:

- (a) 3.7 m from the north (Galt Street) and south property line; and
- (b) 2.1 m from the east and west property line;

6.2 Despite the provisions of section 6.1, the Director of Planning may allow projections into the required setbacks, if no additional floor area is created and the projections comply with the provisions of section 10.7 of the Zoning and Development By-law.

**Horizontal angle of daylight**

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

7.2 Each exterior window must be located so that 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, will encounter no obstruction over a distance of 24.0 m.

7.3 The plane or planes referred to in section 7.2 must be measured horizontally from the centre of the bottom of each window.

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

- (a) for any room that is not a living room; and
- (b) if the minimum distance of unobstructed view is not less than 2.1 m.

7.5 An obstruction referred to in section 7.2 means:

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

7.6 A habitable room referred to in section 7.1 does not include:

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

**Severability**

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

**Force and effect**

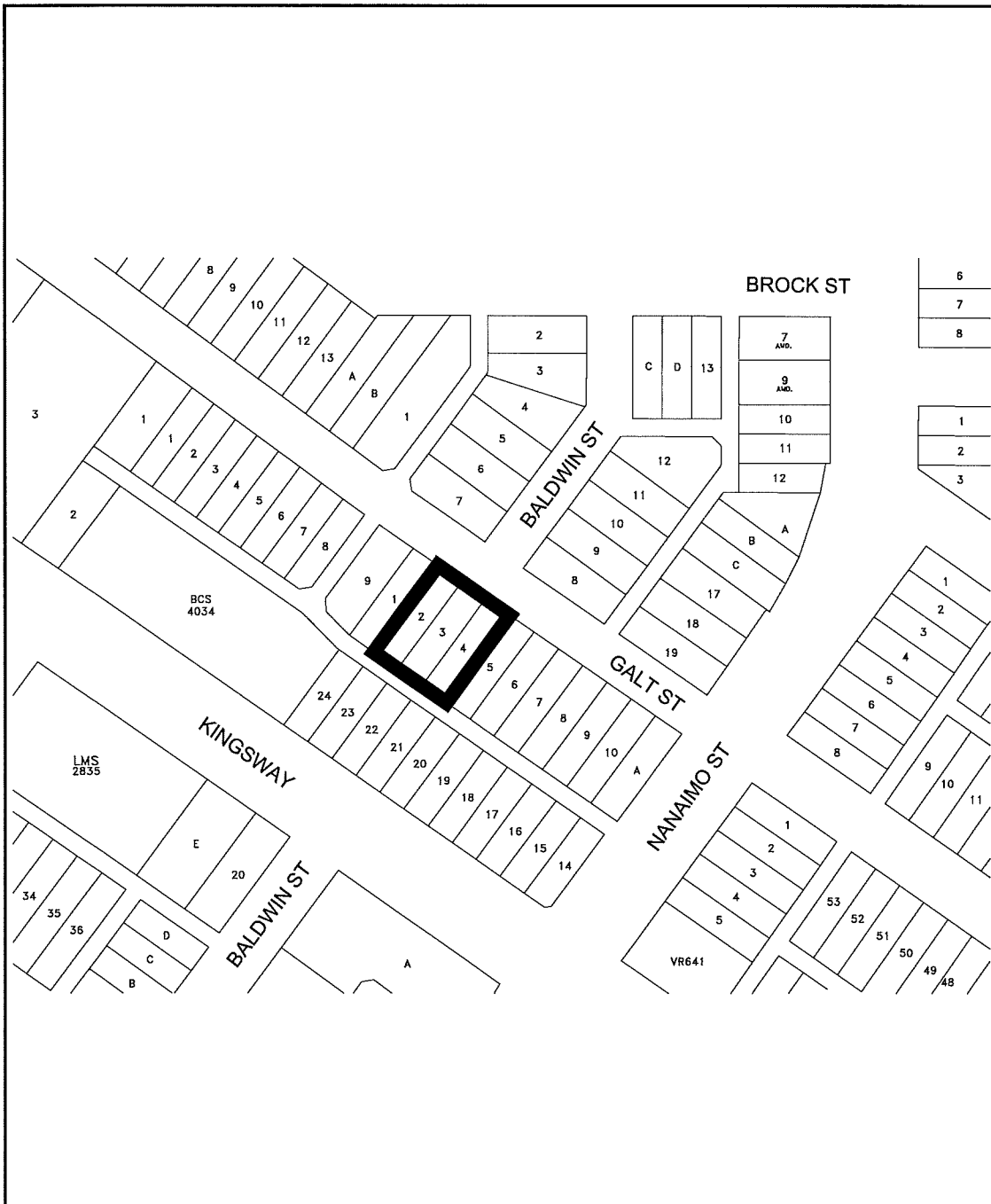
9. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**Schedule A**



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

**Z-695 (b)**

**RZ - 2312-2328 Galt Street**

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2015-09-16