

**EXPLANATION****A By-law to amend the Parking By-law  
Re: 526-548 West King Edward Avenue**

After the public hearing on April 5, 2016, Council resolved to add 526-548 West King Edward Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 15, 2016

CD-1 District Parking requirements  
526-548 West King Edward Avenue

ABF

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

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

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

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

“

Address	By-law No.	CD-1 No.	Parking requirements
526-548 West King Edward Avenue	By-law No. 11657	CD-1 640	Parking, loading and bicycle spaces must be provided and maintained in accordance with the provisions of the Parking By-law on October 18, 2016, except that: <ul style="list-style-type: none"><li>• The minimum required parking spaces for dwelling units is reduced by 10% due to close proximity to a rapid transit station.</li></ul>

”

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

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

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 526-548 West King Edward Avenue**

Enactment of the attached By-law will delete 526-548 West King Edward Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 5, 2016 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
November 15, 2016

526-548 West King Edward Avenue

ABF

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

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting therefrom Lots 5 to 7, Block 680, District Lot 526, Plan 6539; PIDs 010-870-873, 010-870-881, and 010-870-890 respectively from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

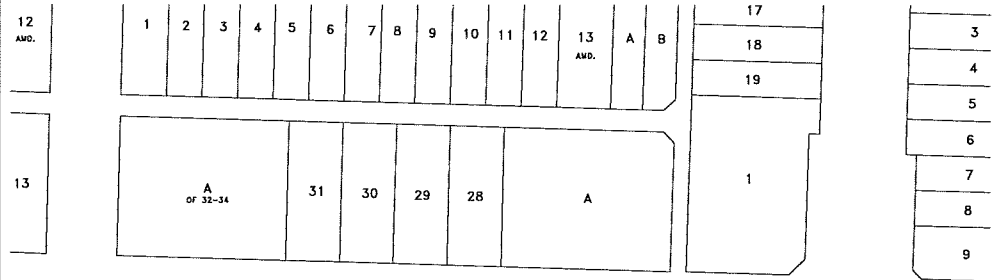
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Mayor

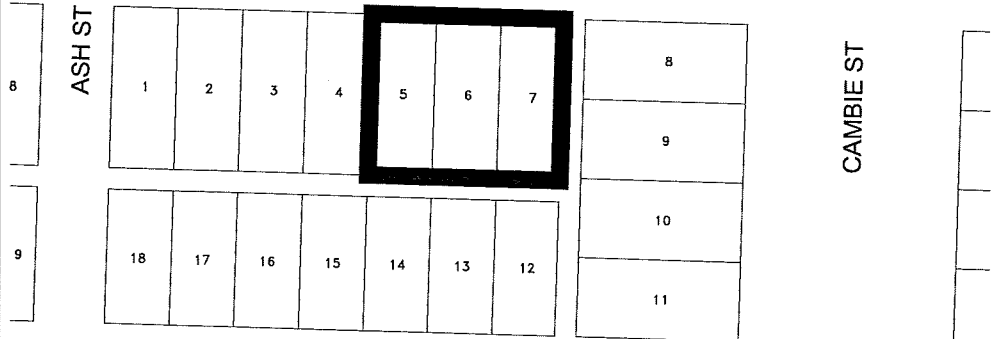
\_\_\_\_\_  
City Clerk

**Schedule A**

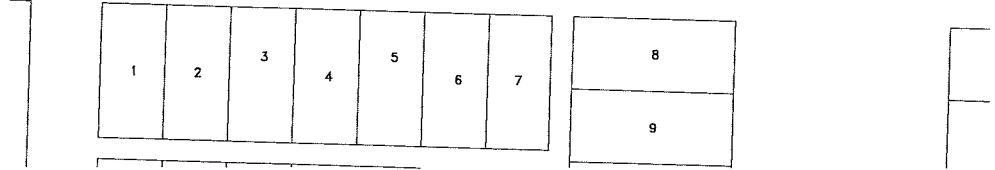
By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208  
 being the Subdivision By-law



W KING EDWARD AV



W 26TH AV



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

526-548 West King Edward Avenue

map: 1 of 1  
 scale: NTS



City of Vancouver

date: 2016-10-14

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 4375 Arbutus Street (formerly 4255 Arbutus Street)**

After the public hearing on July 12 and 13, 2011, Council resolved on July 14<sup>th</sup>, 2011 to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 15, 2016

4375 Arbutus Street

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 of By-law No. 6555, at the end, Council adds:  
     "CD-1 (642)                      By-law No. 11658                      4375 Arbutus Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2016

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 4375 Arbutus Street (formerly 4255 Arbutus Street)**

After the public hearing on July 12 and 13, 2011, Council resolved on July 14<sup>th</sup>, 2011 to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 15, 2016

4375 Arbutus Street

ABF

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

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

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

1. To Schedule E of the Sign By-law, Council adds:

“4375 Arbutus Street CD-1 (642) By-law No. 11658 B (C-2)”

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

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Zoning & Development By-law  
Regarding CD-1 By-law No. 4634**

After the public hearing on July 12 and 13, 2011, Council resolved on July 14<sup>th</sup>, 2011 to amend CD-1 By-law No. 4634 regarding 4255 Arbutus 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  
November 15, 2016

4255 Arbutus Street

ABF

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

**A By-law to amend CD-1 By-law No. 4634**

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

1. This By-law amends the indicated provisions of By-law No. 4634.
2. In Section 1, Council repeals "Z-150" and substitutes "Z-635 (d)".
3. In Section 2, Council repeals subsections 2(b) and (c), and renumbers subsections 2(d), (e), (f) and (g), as subsections 2(b), (c), (d) and (e) respectively.
4. In renumbered subsection 2(e), Council repeals the words ", pedestrian mall and circulation, and recreational facilities".
5. In section 3, Council strikes out Table A and substitutes:

"

**Table A**

Column 1	Column 2
1. Multiple Dwellings and uses customarily ancillary thereto	64 190.58 m <sup>2</sup>
2. Community Care Facilities	8 488.55 m <sup>2</sup>

"

6. In section 4, Council repeals subsections 4(b) and (e), and renumbers subsections 4(c) and 4(d), as subsections 4(b) and 4(c) respectively.

7. Council repeals Schedule D and substitutes:

“



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

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Noise By-law  
Re: 1335 Howe Street**

After the public hearing on December 15, 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  
November 15, 2016

1335 Howe Street

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. Amend Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:  
“CD-1 (643) By-law No. 11661 1335 Howe Street”
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this      day of      , 2016

\_\_\_\_\_  
Mayor

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



**EXPLANATION****A By-law to amend the Sign By-law  
Re: 1335 Howe Street**

After the public hearing on December 15, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 15, 2016

1335 Howe Street

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

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

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

1. To amend Schedule E (Comprehensive Development Areas) by adding the following:  
"1335 Howe Street                      CD-1 (643)                      By-law No. 11661                      B (DD)"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      ,                      2016

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 3365 Commercial Drive and  
1695-1775 East 18th Avenue**

Following the public hearing on June 23, 2016, and decision at Regular Council Meeting on June 28, 2016, Council gave conditional approval to the rezoning of the site at 3365 Commercial Drive and 1695-1775 East 18th Avenue. 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  
November 15, 2016

3365 Commercial Drive and  
1695-1775 East 18th Avenue

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:

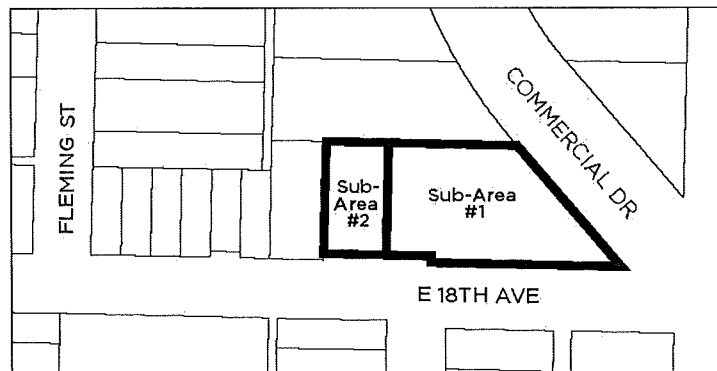
**Zoning District Plan Amendment**

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-703 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

**Sub-Areas**

2. The rezoning site is to consist of two sub-areas generally as illustrated in Figure 1, for the sole purpose of computation of floor area and allocation of maximum height and conditions of use.

Figure 1



**Uses**

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (644).

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

- (a) Dwelling Uses, limited to Multiple Dwelling, Multiple Conversion Dwelling, Infill Two Family Dwelling and Principal Dwelling Unit with Lock-off Unit; and
- (b) Accessory Uses customarily ancillary to the uses listed in this section 3.2.

**Conditions of Use in Sub-area 1**

- 4.1 The design and layout of at least 25% of dwelling units in Sub-area 1 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**

5.1 Computation of floor space ratio in Sub-area 1 must assume that the site area is 2,683.5 m<sup>2</sup>, being the site area at the time of the application for the rezoning, as evidenced by this by-law, prior to any dedications.

5.2 Computation of floor space ratio in Sub-area 2 must assume that the site area is 578.3 m<sup>2</sup>, being the site area at the time of the application for the rezoning, as evidenced by this by-law, prior to any dedications.

5.3 The floor area and density for all uses in each sub-area must not exceed the maximum permitted floor area and density set out in the following table:

Sub-area	Maximum Permitted Floor Area (m <sup>2</sup> )	Maximum Permitted Density (Floor Space Ratio)
1	7,264 m <sup>2</sup>	2.70
2	555 m <sup>2</sup>	0.96

- 5.4 The maximum permitted floor area for the site is 7,819 m<sup>2</sup>.
- 5.5 The maximum permitted floor space ratio for the site is 2.40.
- 5.6 Computation of floor area must include:

- (a) all floors, including earthen floors, measured to the extreme outer limits of the buildings; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

5.7 Computation of floor area must exclude:

- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area,
  - (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 base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreation facilities and meeting rooms, except that the total excluded area is not to exceed 10 per cent of the permitted floor area;
- (e) areas of undeveloped floors located:
  - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
  - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (g) 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 is to be no exclusion for any of the residential storage area above base surface for that unit;

- (h) bicycle storage at or below base surface, except there must be a secured and separate bicycle room equipped with bicycle racks capable of storing at least one bicycle for every four dwelling units; and
- (i) the top landing of any stair that opens on to a rooftop deck and leads to a mechanical, storage or service area, and the mechanical, storage or service area accessed by that stair.

5.8 The use of floor area excluded under section 5.7 must not include any use other than that which justified the exclusion.

### **Building Height**

6.1 In Sub-area 1, building height, measured from base surface, must not exceed 18.34 m.

6.2 In Sub-area 2, building height, measured from base surface, must not exceed 9.4 m.

6.3 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms.

### **Building Setbacks**

7.1 In Sub-area 1, the setback from Commercial Drive must not be less than 2.13 m.

7.2 In Sub-area 2, the setback from East 18th Avenue must not be less than 2.74 m.

### **Horizontal angle of daylight**

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

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 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 the unobstructed view is not less than 3.7 m.

- 8.5 An obstruction referred to in section 8.2 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 (644).
- 8.6 A habitable room referred to in section 8.1 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**

9. A development permit application will 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**

10. 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**

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

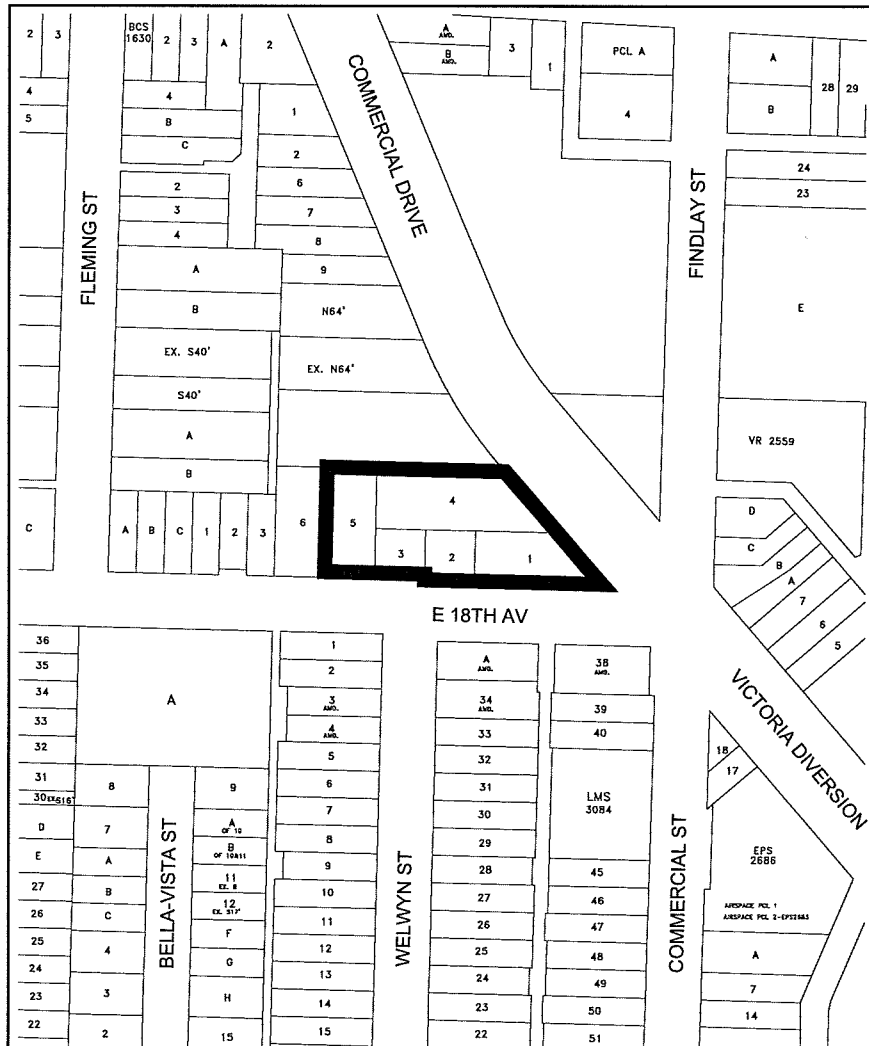
ENACTED by Council this                      day of                      , 2016

\_\_\_\_\_  
Mayor

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



**Schedule A**



The properties outlined in black (  ) are rezoned:  
From **RS-2** to **CD-1**

**Z-703 (b)**

RZ - 3365 Commercial Dr. & 1695-1775 E 18th Ave.

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2016-04-25

## EXPLANATION

**Authorization to enter into a Housing Agreement  
For For-Profit Affordable Rental Housing  
Re: 41 East Hastings Street**

As a precondition to the rezoning of the subject lands, which was approved in principle after public hearing on October 22, 2013, the owner of the lands was required, among other things, to make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a housing agreement pursuant to section 565.2 of the *Vancouver Charter* to secure not less than 67 residential units in this development as market rental housing and subject to such other terms and conditions as were set forth in the minutes of that public hearing.

Such a Housing Agreement was entered into and subsequently approved by Housing Agreement By-law No. 11220 enacted on May 13, 2015. Thereafter, the Owner applied to Council to amend the terms of that Housing Agreement, which Council approved in principle on April 5, 2016, provided that the Owner enter into a replacement Housing Agreement for 41 East Hastings Street that secures 78 market rental units as for-profit affordable rental housing ("Rental 100") for the greater of 60 years or the life of project and adds covenants that prohibit the subdivision of those units by strata plan and the separate sale of any of those units without the City's prior consent.

A Housing Agreement has been accepted and signed by the owner applicant and its mortgagees that satisfies the above conditions imposed by Council. 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 of April 5, 2016 regarding a replacement Housing Agreement.

Director of Legal Services  
November 15, 2016

18 21

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3434529 and the Assignment of Rents registered under number CA3434530;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

41 East Hastings Street

ABF

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

**A By-law to repeal Housing Agreement By-law No. 11220  
and to enact a Housing Agreement  
for Rental 100 Housing at 41 East Hastings Street**

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

1. Council repeals By-law No. 11220.
2. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands described as:

029-573-351

Lot A Block 8 District Lot 196 Group 1 NWD Plan  
EPP47536

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.

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

## Schedule A

FORM C\_V2? (Change)

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

PAGE 1 OF 24 PAGES

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

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

File: 13-1707 - Rental 100 Housing Agreement

Deduct LTSA Fees? Yes

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

**029-573-351 LOT A BLOCK 8 DISTRICT LOT 196 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP47546**

STC? YES

3. NATURE OF INTEREST  
**SEE SCHEDULE**

CHARGE NO. ADDITIONAL INFORMATION

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

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

(b)  Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE

VANCOUVER

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)

**ROBERICK L. PEARCE**  
*Barrister and Solicitor*  
**GROSSMAN & STANLEY**  
800 - 1050 W. GEORGIA ST.  
VANCOUVER, B.C. V6E 3V7  
PHONE: 604-683-7454

Execution Date

Y	M	D
16	10	07

Transferor(s) Signature(s)

ATIRA DEVELOPMENT SOCIETY,  
by its authorized signatory(ies):

Name:

**JANICE ABBOTT**

Name:

(as to all signatures)

OFFICER CERTIFICATION:

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

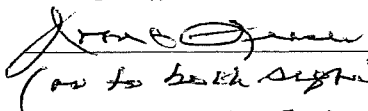
LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

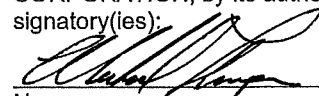

Officer Signature(s)

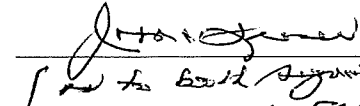
Execution Date

Transferor / Borrower / Party Signature(s)

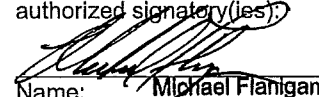

  
(as to both signatories)  
JOHN H. FRASER  
LAWYER  
Singleton Urquhart LLP  
1200-925 W. Georgia St  
Vancouver, BC V6C 3L2

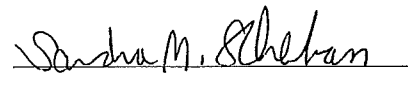
Y M D  
16 10 13

PROVINCIAL RENTAL HOUSING CORPORATION, by its authorized signatory(ies):  
  
Name: Michael Flanigan  
  
Name: Dan Maxwell


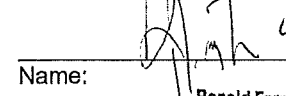
~~Dan Maxwell's~~  
(as to all signatories)  
  
(as to both signatories)  
JOHN H. FRASER  
LAWYER  
Singleton Urquhart LLP  
1200-925 W. Georgia St  
Vancouver, BC V6C 3L2

16 10 13

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, by its authorized signatory(ies):  
  
Name: Michael Flanigan  
  
Name: Dan Maxwell

(as to all signatures)  
  
Sandra Marie Scherban  
A Commissioner for Taking Affidavits for British Columbia  
183 Terminal Avenue  
Vancouver, B.C. V6A 4G2  
Phone: 604-877-7544  
Expiry Date: July 31, 2019

16 11 2

VANCOUVER CITY SAVINGS CREDIT UNION, by its authorized signatory(ies):  
  
Name: Gary Wiebe  
  
Name: Ronald Farrington

(as to all signatures)

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Execution Date

Y	M	D
16		

Transferor / Borrower / Party Signature(s)

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Covenant BB1282109 (modified by CA5025956) and Option to Purchase BB1282110 (modified by CA5025957)
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Right of First Refusal BB1282114 (to mortgage, waiver as to Mortgage CA3434529 only, see CA3434438), Covenant CA4416922, Mortgage CA5025958 and Assignment of Rents CA5025959
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA3434529 and Assignment of Rents CA3434530
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION



LAND TITLE ACT  
FORM E

SCHEDULE

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

5. TRANSFEROR(S):

ATIRA DEVELOPMENT SOCIETY, INC.NO. S31621  
PROVINCIAL RENTAL HOUSING CORPORATION, INCORPORATION NO. 52129, as to Priority  
BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, as to Priority  
VANCOUVER CITY SAVINGS CREDIT UNION, INCORPORATION NO. FI-97, as to Priority

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
FOR-PROFIT AFFORDABLE RENTAL HOUSING  
41 East Hastings

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, ATIRA DEVELOPMENT SOCIETY, is called the "Owner", as more particularly defined in Section 1.1; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from Downtown-Eastside/Oppenheimer District (DEOD) to CD-1 (Comprehensive Development) District to permit a mixed-use building with commercial use at grade and in the mezzanine, with 12 storeys of residential use above, including market rental housing units, which Rezoning Application was approved in principle after public hearing on October 22, 2013 subject to a number of conditions, including that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the Managing Director of Social Development and the Director of Legal Services to enter into a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* securing a number of units in the Development for market rental housing for 15 years and subject to such other terms and conditions as were set forth in the minutes of that public hearing (the "Market Rental Housing Condition");
- D. A housing agreement (the "Market Rental Housing Agreement") to satisfy the Market Rental Housing Condition was enacted by by-law, entered into and registered in the Land Title Office under registration numbers CA4416918 to CA4416921 on March 25, 2015; and
- E. Thereafter the Transferor offered to instead secure 78 Housing Units for the longer of 60 years or the life of the New Building as For-Profit Affordable Rental Housing, and the City has agreed to replace the Market Rental Housing Agreement with this Agreement to accomplish that objective.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

**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) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
  - (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing 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 of or extensions to those Housing Units; 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;
  - (l) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;

- (m) "For-Profit Affordable Rental Housing Units Parcel" has the meaning ascribed to that term in Section 6.1(a);
- (n) "Housing Unit" means a self-contained dwelling unit with its own bathroom and kitchen;
- (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) "Market Rental Housing Agreement" has the meaning ascribed to that term in Recital D;
- (s) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (t) "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;
- (u) "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;
- (v) "Owner" means the registered owner of the Lands as of the Effective Date, namely Atira Development Society, and its successors and permitted assigns;
- (w) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, 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;
- (x) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's 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;
- (y) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and " Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (z) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (aa) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (bb) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (cc) "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;
- (dd) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (ee) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55; and
- (ff) "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:
  - (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) if it carries out any development on the Lands after the Effective Date, it will construct, fit and finish, at its sole cost and expense, the New Building, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, not less than 78 of the Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing

Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) throughout the Term, the For-Profit Affordable Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, 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 Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (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 For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 8.8;
- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to Article 6;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building or any part thereof, is damaged during the Term, 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;
- (k) throughout the Term, 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;

- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;
- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such Unit will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (n) 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  
OCCUPANCY RESTRICTION ON THE LANDS**

3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the 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; and
    - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City; and
  - (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 3.1(a)(i); and
- (b) without limiting the general scope of Article 5, 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 3.



**ARTICLE 4  
RECORD KEEPING**

- 4.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) 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(k).

**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 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
  - (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.
- (c) 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 fulfillment of the covenants contained in this Agreement or otherwise.

## ARTICLE 6 SUBDIVISION OF THE LANDS

- 6.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(g):
- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of an air space subdivision plan, provided that all the For-Profit Affordable Rental Housing Units will thereafter be contained within a single air space parcel (the "For-Profit Affordable Rental Housing Units Parcel"); and
  - (b) following such a subdivision and the issuance of a final occupancy permit for the For-Profit Affordable Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the For-Profit Affordable Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
    - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units, or in respect of the For-Profit Affordable Rental Housing Units Parcel, pursuant to this Agreement;
    - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
    - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
    - (iv) the preparation and registration of any such discharge will be without cost to the City.

## ARTICLE 7 NOTICES

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

Atira Development Society  
101 East Cordova Street  
Vancouver, British Columbia  
V6A 1K7

Attention: Executive Director

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

#### ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 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.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. 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*.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) 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 8.8 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute

and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

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

8.10 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

## Rent Roll

Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate
801	Studio	382	\$1,242.00
802	Studio	423	\$1,242.00
803	Studio	409	\$1,242.00
804	Studio	405	\$1,242.00
805	Studio	408	\$1,242.00
806	Studio	484	\$1,242.00
807	Studio	405	\$1,242.00
808	Studio	422	\$1,242.00
809	Studio	419	\$1,242.00
810	1 BR	515	\$1,561.00
811	Studio	390	\$1,242.00
812	Studio	389	\$1,242.00
813	Studio	389	\$1,242.00
814	Studio	389	\$1,242.00
815	Studio	389	\$1,242.00
816	Studio	389	\$1,242.00
817	1 BR	513	\$1,561.00
818	Studio	381	\$1,242.00
901	Studio	382	\$1,242.00
902	Studio	423	\$1,242.00
903	Studio	409	\$1,242.00
904	Studio	405	\$1,242.00
905	Studio	408	\$1,242.00
906	Studio	484	\$1,242.00
907	Studio	405	\$1,242.00
908	Studio	422	\$1,242.00
909	Studio	419	\$1,242.00

Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate
910	1 BR	515	\$1,561.00
911	Studio	390	\$1,242.00
912	Studio	389	\$1,242.00
913	Studio	389	\$1,242.00
914	Studio	389	\$1,242.00
915	Studio	391	\$1,242.00
916	1 BR	634	\$1,561.00
917	Studio	424	\$1,242.00
1001	Studio	382	\$1,242.00
1002	Studio	423	\$1,242.00
1003	Studio	409	\$1,242.00
1004	Studio	405	\$1,242.00
1005	Studio	408	\$1,242.00
1006	Studio	484	\$1,242.00
1007	Studio	405	\$1,242.00
1008	Studio	422	\$1,242.00
1009	Studio	419	\$1,242.00
1010	1 BR	515	\$1,561.00
1011	Studio	390	\$1,242.00
1012	Studio	389	\$1,242.00
1013	Studio	389	\$1,242.00
1014	Studio	389	\$1,242.00
1015	Studio	391	\$1,242.00
1016	1 BR	634	\$1,561.00
1017	Studio	424	\$1,242.00
1101	Studio	382	\$1,242.00
1102	Studio	423	\$1,242.00
1103	Studio	409	\$1,242.00
1104	Studio	405	\$1,242.00



Unit #	Type of Unit (no. of BRS)	Size of Unit	Monthly Rental Rate
1105	Studio	408	\$1,242.00
1106	Studio	484	\$1,242.00
1107	Studio	405	\$1,242.00
1108	Studio	422	\$1,242.00
1109	Studio	419	\$1,242.00
1110	1 BR	480	\$1,561.00
1111	Studio	358	\$1,242.00
1112	Studio	370	\$1,242.00
1113	Studio	389	\$1,242.00
1114	Studio	389	\$1,242.00
1115	1 BR	587	\$1,561.00
1116	1 BR	466	\$1,561.00
1201	Studio	382	\$1,242.00
1202	Studio	423	\$1,242.00
1203	Studio	409	\$1,242.00
1204	Studio	405	\$1,242.00
1205	Studio	408	\$1,242.00
1206	Studio	484	\$1,242.00
1207	Studio	405	\$1,242.00
1208	Studio	422	\$1,242.00
1209	Studio	419	\$1,242.00
1211	Studio	358	\$1,242.00

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Covenant registered under number BB128109 (modified by CA5025956) and the Option to Purchase registered under number BB1282110 (modified by CA5025957);
- (b) "Existing Chargeholder" means PROVINCIAL RENTAL HOUSING CORPROATION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Right of First Refusal BB1282114 (to mortgage, waiver as to Mortgage CA3434529 only, see CA3434438), the Covenant registered under number CA4416922, the Mortgage registered under number CA5025958 and the Assignment of Rents registered under number CA5025959;
- (b) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) "New Charge" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

## EXPLANATION

**Authorization to enter into a Housing Agreement  
Re: 2805 East Hastings Street**

Following a public hearing concluding on July 12, 2016, Council approved the rezoning of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver Development Cost Levy By-law* for the longer of 60 years or the life of the building, and subject to other conditions set forth in the minutes of public hearing for July 12, 2016.

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

Director of Legal Services  
November 15, 2016

BY-LAW NO.

ABF

A By-law to enact a Housing Agreement  
for 2805 East Hastings 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 legally described as:

PID: 029-911-281      Lot 1, Town of Hastings Suburban Lands Plan EPP64992

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule "A", 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. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this      day of      , 2016

\_\_\_\_\_  
Mayor

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

**Schedule "A"**  
**Housing Agreement**

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
FOR-PROFIT AFFORDABLE RENTAL HOUSING  
2805 EAST HASTINGS STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 2805 EAST HASTINGS HOLDINGS CORP., is called the "Owner", as more particularly defined in Section 1.1(u); and
  - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from C-2C1 (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a six-storey mixed-use building containing 91 secured market residential rental units and commercial uses at grade and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, 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 New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the 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;
- D. Following the aforementioned public hearing and subject to approval by the Director of Planning, the Owner and the City agreed that one of the commercial retail units would be converted to three residential units for a total of 94 secured market residential rental units; and
- E. The Owner is entering into this Agreement to satisfy the foregoing conditions,

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the DCL By-law and pursuant to Section 565.2 of the Vancouver Charter and Section 219 of the Land Title Act, agree as follows, in respect of the use of the Lands and the New Building:

{00556301v5}  
October 13, 2016.  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

**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) **"Director of Planning"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
  - (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
  - (l) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing 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 of or extensions to those Housing Units, 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;

{00556301v5}  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

- (m) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (n) "For-Profit Affordable Rental Housing Units Parcel" has the meaning ascribed to that term in Section 7.1(a);
- (o) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (p) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (q) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (r) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (s) "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;
- (t) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (u) "Owner" means the registered owner of the Lands as of the Effective Date, namely 2805 East Hastings Holdings Corp., and its successors and permitted assigns;
- (v) "Related Person" means, where the registered or beneficial owner of the 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:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;



- (w) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's 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;
- (x) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (y) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (z) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (aa) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (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); and
- (dd) "*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

10055630(175)  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

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 **Use of Lands.** 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:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
  - (b) if it carries out any development on the Lands after the Effective Date, it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 91 For-Profit Affordable Rental Housing Units on floors 2 to 6 and three For-Profit Affordable Rental Housing Units on floor 1, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
  - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

(00556301v5)  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

- (d) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, not less than 34 of the For-Profit Affordable Rental Housing Units (including any Replacement For-Profit Affordable Rental Housing Units, as applicable) will have two bedrooms and not less than five of the For-Profit Affordable Rental Housing Units (including any Replacement For-Profit Affordable Rental Housing Units, as applicable) will have three or more bedrooms and will be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) throughout the Term, 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 Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (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 For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 9.7;
- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 7;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building or any part thereof, is damaged during the Term, 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;
- (k) throughout the Term, 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;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New

{00556301v5}  
 October 13, 2016  
 6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
 2805 East Hastings Street

Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;

- (m) the average initial starting monthly rents for each unit type will be at or below the following proposed starting rents, subject to adjustment as contemplated by the DCL By-law:

Unit Type	2805 East Hastings Proposed Average Starting Rents
Studio	N/A
One-Bedroom	\$1,600
Two-Bedroom	\$2,075
Three-Bedroom	\$2,375

- (n) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (o) 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 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

- 3.1 **No Development.** 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 Development Permit, and 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 (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued; and
- (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

4.1 **No Occupancy.** 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 sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing as of the date when the Occupancy Permit is issued; and
    - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City;
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5  
RECORD KEEPING**

5.1 **Records.** The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) 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

100556301y5j  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

**ARTICLE 6  
RELEASE AND INDEMNITY**

6.1 **Release and Indemnity.** Subject to Section 6.2, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby:

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

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

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- (B) withholding any permit pursuant to this Agreement; or
- (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement 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; and

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; and

- (c) The Indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

{00556301y5}  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

## 6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

## ARTICLE 7 SUBDIVISION OF THE LANDS

### 7.1 Air Space Subdivision. Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to

00556301y5j  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

a subdivision of the Lands and the New Building by the deposit of an air space subdivision plan, provided that all the For-Profit Affordable Rental Housing Units will thereafter be contained within a single air space parcel or within the remainder parcel (the "For-Profit Affordable Rental Housing Units Parcel"); and

- (b) following such a subdivision and the issuance of a final occupancy permit for the For-Profit Affordable Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the For-Profit Affordable Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units, or in respect of the For-Profit Affordable Rental Housing Units Parcel, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

#### ARTICLE 8 NOTICES

8.1 Notices. 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.
  - (i) If to the City, addressed to:

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

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

100556301v5j  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street



(ii) If to the Owner, addressed to:

2805 East Hastings Holdings Corp.  
1700 - 1030 West Georgia Street  
Vancouver, BC V6E 2Y3

Attention: \_\_\_\_\_

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

#### ARTICLE 9 MISCELLANEOUS

- 9.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner 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 **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.
- 9.5 **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*.

00556301v5j  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

- 9.6 **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.
- 9.7 **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 in the Lands by way of mortgage); subject always to Sections 2.1(f) 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 9.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 9.8 **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.
- 9.9 **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.

9.10 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.

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

{00556301v5}  
October 13, 2016  
6487069.02

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

Housing Agreement  
2805 East Hastings Street

## SCHEDULE A

## RENT ROLL

Unit#	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)
101	2-Bedroom	2150	891
102	1-Bedroom	1550	590
103	1-Bedroom	1575	706
201	1-Bedroom	1700	609
202	2-Bedroom	2025	762
203	2-Bedroom	2025	742
204	2-Bedroom	2025	742
205	2-Bedroom	2025	741
206	2-Bedroom	2025	742
207	2-Bedroom	2100	848
208	2-Bedroom	1900	696
209	1-Bedroom	1575	556
210	1-Bedroom	1425	517
211	1-Bedroom	1425	517
212	1-Bedroom	1575	556
213	1-Bedroom	1575	568
214	1-Bedroom	1575	561
215	1-Bedroom	1550	535
216	2-Bedroom	2075	832
217	1-Bedroom	1650	606
218	3-Bedroom	2300	991
219	1-Bedroom	1650	538
301	1-Bedroom	1650	609
302	2-Bedroom	2050	762
303	2-Bedroom	2050	742
304	2-Bedroom	2050	742
305	2-Bedroom	2050	741
306	2-Bedroom	2050	742
307	2-Bedroom	2125	848
308	2-Bedroom	1925	696
309	1-Bedroom	1600	556
310	1-Bedroom	1450	491
311	1-Bedroom	1450	491

{00556301v5}  
October 13, 2016

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)
312	1-Bedroom	1600	556
313	1-Bedroom	1600	568
314	1-Bedroom	1600	561
315	1-Bedroom	1575	535
316	2-Bedroom	2100	832
317	1-Bedroom	1675	606
318	3-Bedroom	2325	991
319	1-Bedroom	1600	538
401	1-Bedroom	1675	609
402	2-Bedroom	2125	762
403	2-Bedroom	2125	742
404	2-Bedroom	2125	742
405	2-Bedroom	2125	741
406	2-Bedroom	2125	742
407	2-Bedroom	2150	862
408	2-Bedroom	1950	713
409	1-Bedroom	1625	556
410	1-Bedroom	1475	491
411	1-Bedroom	1475	491
412	1-Bedroom	1625	556
413	1-Bedroom	1625	568
414	1-Bedroom	1625	561
415	1-Bedroom	1600	535
416	2-Bedroom	2125	832
417	1-Bedroom	1700	606
418	3-Bedroom	2350	991
419	1-Bedroom	1625	538
501	1-Bedroom	1675	609
502	2-Bedroom	2125	682
503	2-Bedroom	2125	668
504	2-Bedroom	2125	668
505	2-Bedroom	2125	668
506	2-Bedroom	2125	670
507	2-Bedroom	2175	862
508	2-Bedroom	1925	661
509	1-Bedroom	1625	505

{00556301(v5)}  
October 13, 2016

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net area)
510	1-Bedroom	1500	491
511	1-Bedroom	1500	491
512	1-Bedroom	1625	505
513	1-Bedroom	1625	514
514	1-Bedroom	1625	509
515	1-Bedroom	1625	535
516	2-Bedroom	2175	864
517	1-Bedroom	1675	606
518	3-Bedroom	2450	991
519	1-Bedroom	1600	538
601	1-Bedroom	1650	509
602	1-Bedroom	1650	514
603	1-Bedroom	1650	505
604	1-Bedroom	1650	505
605	1-Bedroom	1650	505
606	1-Bedroom	1650	479
607	2-Bedroom	2150	835
608	2-Bedroom	1975	661
609	1-Bedroom	1650	505
610	1-Bedroom	1650	514
611	1-Bedroom	1650	509
612	1-Bedroom	1650	531
613	1-Bedroom	1600	516
614	1-Bedroom	1550	471
615	3-Bedroom	2450	1015

Project Summary			
	Total #	Average Starting Monthly Rent	Average Unit Size
Studio	0		
1-bed	54	1600	542
2-bed	35	2075	756
3-bed	5	2375	996
<b>Project Total</b>	<b>94</b>	<b>N/A</b>	<b>N/A</b>

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4588964 and the Assignment of Rents registered under number CA4588965;
- (b) "Existing Chargeholder" means HSBC BANK CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

[00556301v3]  
October 13, 2016

Rental 100 Housing Agreement and Building Use Covenant  
2805 East Hastings Street

Housing Agreement  
2805 East Hastings Street

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 5355-5389 Cambie Street**

Following the public hearing on June 25, 2015, Council gave conditional approval to the rezoning of the site at 5355-5389 Cambie Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 15, 2016



5355-5389 Cambie Street

ABF

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

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-691 (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 (646).

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 (646), 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 listed in the 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 1763 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to dedications.

4.2 The floor space ratio for all uses must not exceed 2.44.

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 that, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- b) patios and roof gardens, if that the Director of Planning first approves the design of sunroofs and walls;
- c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, that in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, that are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- d) all residential storage 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 Computation of floor area may exclude:

- a) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

#### **Building height**

5. Building height, measured from base surface, must not exceed 22.3 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 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 (646).

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

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

## Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this

section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

**Severability**

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

**Force and effect**

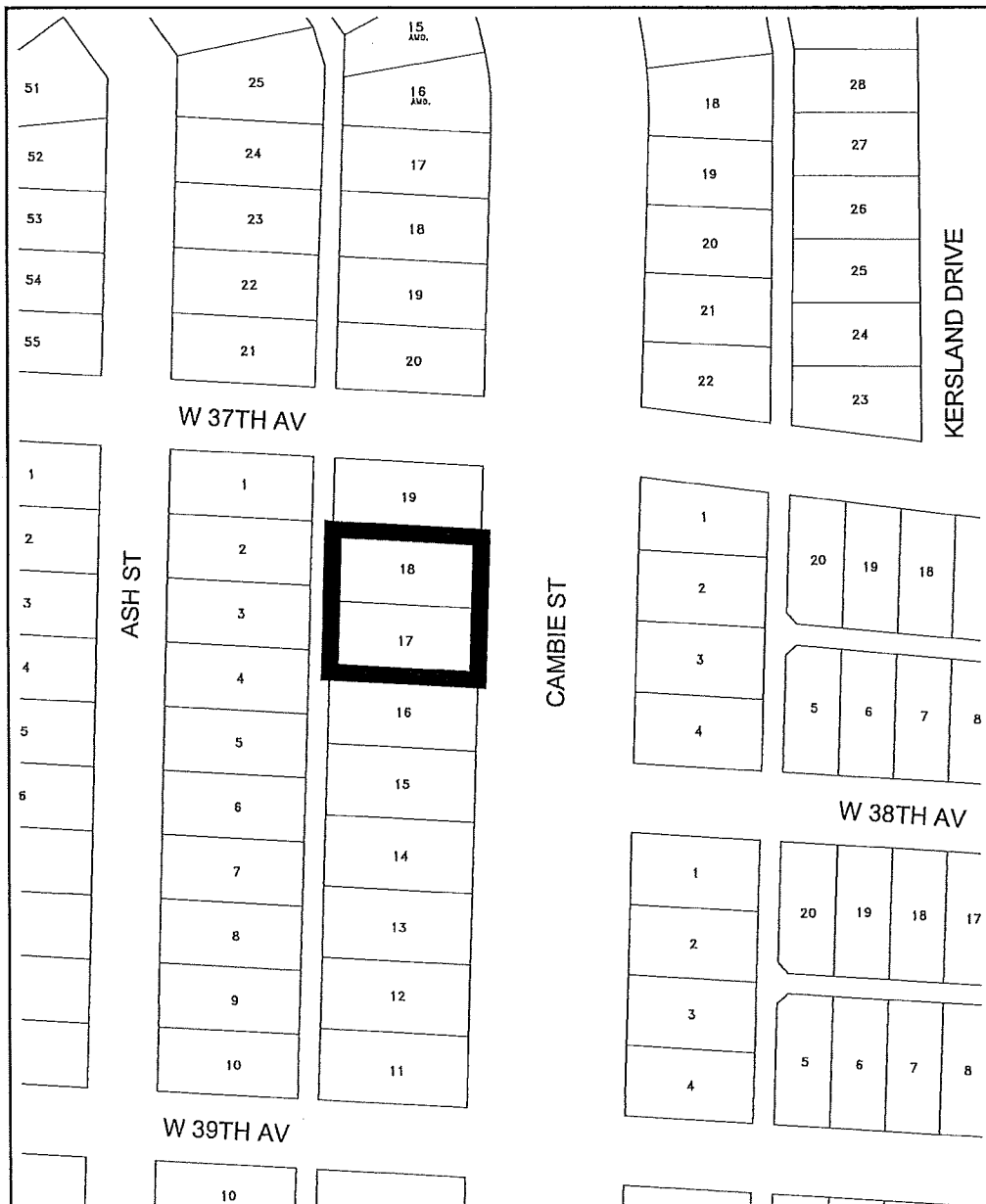
9. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this                    day of                    , 2016

\_\_\_\_\_  
Mayor

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

Schedule A



The properties outlined in black (  ) are rezoned:  
From **RT-2** to **CD-1**

**Z-691 (a)**

RZ- 5355-5389 Cambie Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2015-06-02