

EXPLANATION

A By-law to amend the Noise By-law Re: 2106-2138 Main Street

Following the Public Hearing on February 21, 2017, 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
October 3, 2017

2106-2138 Main Street

BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) By-law No. 6555, at the end, Council adds:

“CD-1 (672) By-law No. 11888 2106-2138 Main 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 , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 2106-2138 Main Street**

After the public hearing on February 21, 2017, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

HC.

2106-2138 Main Street

BY-LAW NO. _____

A By-law to amend Sign By-law No. 11879

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

1. To amend Schedule A of the Sign By-law, Council adds the following:

“2106-2138 Main Street CD-1 (672) By-law No. 11888 B (C-3A)”

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 1672 West 1st Avenue**

After the public hearing on October 18, 2016, Council resolved to add 1672 West 1st 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
October 3, 2017

NC.

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

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
1672 West 1st Avenue	11895	(673)	<p>Parking, loading and bicycle spaces to be in accordance with by-law requirements, except that there must be:</p> <ul style="list-style-type: none"> (a) a minimum of 12 parking spaces; (b) a minimum of 1 Class A loading space; and (c) a minimum of 20 Class A bicycle spaces.

”

- ENACTED** by Council this day of _____ , 2017

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1672 West 1st Avenue**

After the public hearing on October 18, 2016, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

12.

BY-LAW NO. _____

A By-law to amend Sign By-law No. 11879

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A by adding the following:
“1672 West 1st Avenue CD-1 (673) By-law No. 11895 B (IC-1)”
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending by-law re
3205 - 3221 West 41st Avenue and 5590 Balaclava Street**

Enactment of the attached by-law will delete 3205 - 3221 West 41st Avenue and 5590 Balaclava Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of December 1, 2009 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
October 3, 2017

16.
3205 - 3221 West 41st Avenue
5590 Balaclava Street

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 Lot A, Plan 3269, and Lots 1-4, Plan 7918 of Block 12, District Lot 2027, New Westminster District; PIDs: 013-006-797, 010-297-723, 007-352-735, 010-297-766 and 003-500-233 respectively, from RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

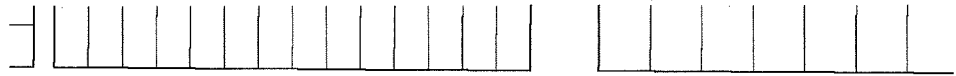
Mayor

City Clerk

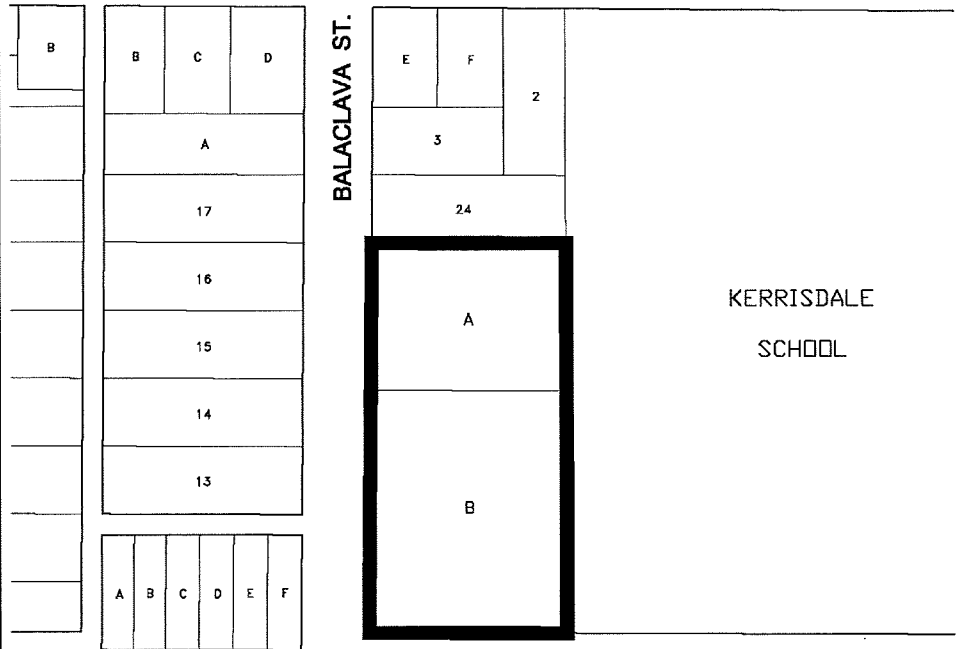
Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208


being the Subdivision By-law



W 39th AVE.



W 41st AVE.

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

3205-3221 W 41st Avenue &
5590 Balaclava Street

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 2894 East Broadway**

After the public hearing on October 18, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

He.

2894 East Broadway

BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (671) By-law No. 11893 2894 East Broadway”

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

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 2894 East Broadway**

After the public hearing on October 18, 2016, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

He.

2894 East Broadway

BY-LAW NO. _____

A By-law to amend Sign By-law No. 11879

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

1. To amend Schedule A of the Sign By-law, Council adds the following:

“2894 East Broadway CD-1 (671) By-law No. 11893 B (C-1)”

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 3068 Kingsway**

After the public hearing on September 24, 2013, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

3068 Kingsway

HC

BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:

“CD-1 (677) By-law No. 11900 3068 Kingsway”

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

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 3068 Kingsway**

After the public hearing on September 24, 2013, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

3068 Kingsway

fl.

BY-LAW NO. _____

A By-law to amend Sign By-law No. 11879

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

1. To amend Schedule A of the Sign By-law, Council adds the following:

“3068 Kingsway CD-1 (677) By-law No. 11900 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 , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 3595 Kingsway**

After the public hearing on October 18, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

3595 Kingsway

HC.

BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:
“CD-1 (676) By-law No. 11899 3595 Kingsway”
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 3595 Kingsway**

After the public hearing on October 18, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

He.

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

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
3595 Kingsway	11899	(676)	Parking, loading and bicycle spaces to be in accordance with by-law requirements, except that there must be 2 Class A and 2 Class B loading spaces provided.

2

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 _____ , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 3595 Kingsway**

After the public hearing on October 18, 2016, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 3, 2017

HC.

3595 Kingsway

BY-LAW NO. _____

A By-law to amend Sign By-law No. 11879

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

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

“3595 Kingsway CD-1 (676) By-law No. 11899 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 _____, 2017

Mayor

City Clerk

EXPLANATION**Amending By-law to repeal
Heritage Designation By-law 10685 and
Heritage Revitalization Agreement By-law 10686**

Council resolved on September 19, 2017, to repeal the Heritage Designation By-law and Heritage Revitalization Agreement By-law for 1017 Keefer Street, due to the fact that the heritage building known as the Bates House has been destroyed by fire and a Heritage Revitalization Agreement is not necessary as the proposed development complies with the Zoning & Development By-law. Enactment of this by-law will accomplish Council's resolution.

The change to the Heritage Revitalization Agreement that necessitated this by-law amendment has been consented to by the owner in accordance with section 592(4) of the Vancouver Charter.

Director of Legal Services
October 3, 2017

1017-1027 Keefer Street
Reconstructed Bates House

BY-LAW NO. _____

**A By-law to repeal Heritage Designation By-law
No. 10685 and
Heritage Revitalization Agreement
By-law No. 10686**

1. Council repeals Heritage Designation By-law No. 10685 and Heritage Revitalization Agreement By-law No.10686.
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 _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 4983-5007 Quebec Street**

Following the Public Hearing on April 11, 2017, Council resolved to give conditional approval to the rezoning of the site at 4983-5007 Quebec 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
October 3, 2017

116.

4983-5007 Quebec Street

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-718 (a) attached as Schedule A to the 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 (675).

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 (675), 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 uses listed in this Section 2.2.

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,018 m², being the site size at the time of application for the rezoning evidenced by this By-law prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.30.

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 may exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area being provided, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, located at or below base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length;
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
- (e) computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 20% of permitted floor area;
- (f) a staircase in a top floor unit that leads to a roof deck; and
- (g) floor area occupied by a Heat Recovery Ventilation unit in a Certified Passive House, except that the total exclusion must not exceed 10.8 m².

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

Building height

5. Building height, measured from base surface, must not exceed 19.8 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (675).

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 m².

Acoustics

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

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

Severability

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

Force and effect

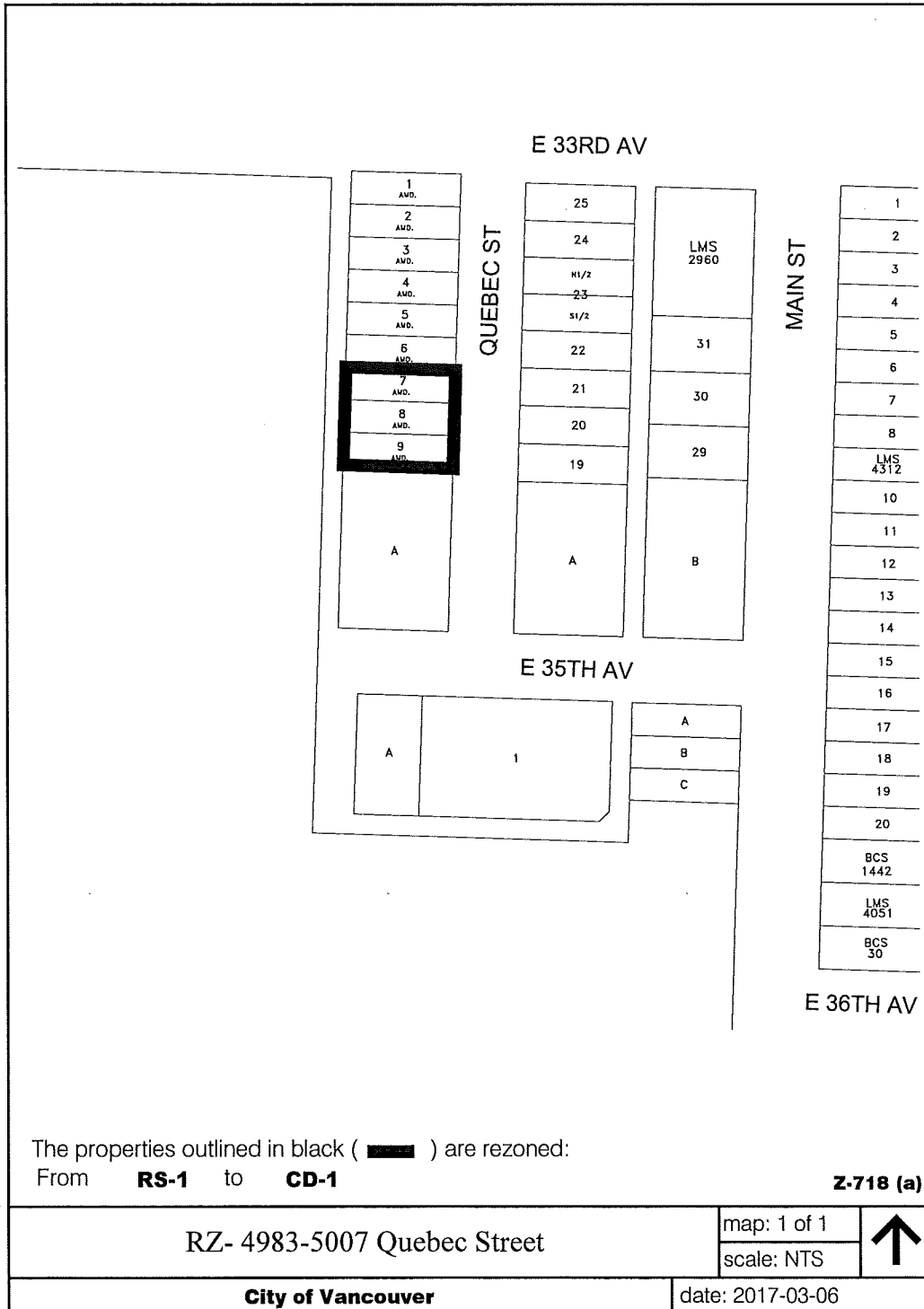
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

Schedule A



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

Z-718 (a)

RZ- 4983-5007 Quebec Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2017-03-06

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 1495 West 8th Avenue**

Following a public hearing concluding on January 24, 2017, 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 General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as social housing 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 January 24, 2017.

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
October 3, 2017

1495 West 8th Avenue

11e,

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1495 West 8th Avenue**

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

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

PID: 007-823-011

Lot E, Block 311, District Lot 526, Plan 14443

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule "A", and also authorizes the execution of the Housing Agreement by the Director of Legal Services on behalf of the City and the delivery of the Housing Agreement to the owner on such terms and conditions as the Director of Legal Services deemed fit.

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

Schedule "A"

Housing Agreement

FORM C_V22 (Charge)

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

PAGE 1 OF 19 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)

Kornfeld LLP

Barristers & Solicitors

1100 - 505 Burrard Street

Vancouver

BC V7X 1M5

Telephone No. (604) 331-8300

LTO Client No. 010448

ENK: VAN050DEV171

Deduct LTSA Fees? Yes ☒

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

007-823-011 LOT E BLOCK 311 DISTRICT LOT 526 PLAN 14443

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

VANCOUVER MASONIC CENTRE ASSOCIATION, INC. NO. S-2168

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

NONE

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)

JAMES S. McRAE
Barrister & Solicitor
1100 - 505 Burrard Street
Vancouver, B.C. V7X 1M5
Telephone: (604) 331-8319

Execution Date		
Y	M	D
17	09	11
17	09	14

Transferor(s) Signature(s)

VANCOUVER MASONIC CENTRE
ASSOCIATION, by its authorized
signatory(ies):

Print Name: John Bagg

Print Name: JOHN BAGG

(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

PAGE 2 of 19 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
17		

CITY OF VANCOUVER, by its
authorized signatory(ies):

Print Name:

Print Name:

(as to all signatures)

OFFICER CERTIFICATION:

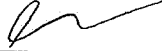
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 3 of 19 PAGES

Officer Signature(s)

CHARLOTTE K. WONG
Barrister & Solicitor
2110 Burquitlam Drive
Vancouver, BC V5P 2P1

Donna Evans

(as to all signatures)

Execution Date

Y M D

17 08 29

Transferor / Borrower / Party Signature(s)

BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION, by its
authorized signatory(ies):
Print Name: Donna Evans
Print Name: Craig Crawford

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE

PAGE 4 OF 19 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire DocumentNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the Covenant herein priority over
Mortgage CA4195109, Assignment of Rents
CA4195110 and Modification CA5357973

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(SOCIAL HOUSING)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
 - I. the Transferor, VANCOUVER MASONIC CENTRE ASSOCIATION, is called the "Owner"; and
 - II. the Transferee, CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-3A (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a new four-storey building for the Vancouver Masonic Centre on West 7th Avenue and a new 18-storey secured mixed-income social housing building with residential units fronting West 8th Avenue and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning by-law, the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a housing agreement securing all residential units (currently expected to number 150 units) as social housing, subject to the following additional conditions:
 - I. for the longer of 60 years and the life of the building:
 - (a) a no separate sales covenant;
 - (b) a no stratification covenant;
 - (c) that none of such units will be rented for less than one month at a time;
 - (d) that a minimum of 30% of the units rent to households with an income no more than the BC Housing Income Limits (HILs) at a rent which is no more than 30% of their income, and meets all other applicable preconditions in order to comply with the exemption provisions for social housing under the *Vancouver Charter*; and
 - (e) such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may, in their sole discretion, require;
 - II. for a minimum of 40 years, a minimum of 20% of the units rent to households whose gross household income does not exceed the median income for families without children for the Province of British Columbia as calculated by the City of Vancouver, from time to time, based on data provided by Statistics Canada

at a rent which is no more than 30% of their income, such units to have less than two bedrooms;

(the "Social Housing Condition"); and

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

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the parties, for themselves and their successors and assigns, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, hereby covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. The terms defined in this Section 1.1 will have the following meanings for all purposes in this Agreement, except where specifically otherwise provided herein:
- (a) "Agreement" means this agreement, including the foregoing Recitals, and any schedules attached hereto;
 - (b) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
 - (c) "City Personnel" means all of the City's elected and appointed officials, officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and invitees;
 - (d) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
 - (e) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
 - (f) "Development Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning;
 - (g) "Director of Legal Services" means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
 - (h) "General Manager of Community Services" means the chief administrator, from time to time, of the City's Community Services Department and his or her successors in function and their respective nominees;

- (i) "Housing Income Limit" or "HIL" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rent Market Survey;
- (j) "Income Assistance" means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (k) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (l) "Lands" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, provided, however, that if the Lands are, at any time, subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (m) "Losses" means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (n) "New Building" means each new building or structure to be built on the Lands as contemplated by the Rezoning 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 or the Development Permit;
- (o) "Occupancy Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any New Building, development or partial development on the Lands or any portion of the Lands;
- (p) "Owner" means the Transferor and any successors in title to the Lands or a portion of the Lands;
- (q) "Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (r) "Replacement Social Housing Unit" has the meaning ascribed to that term in Section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (s) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (t) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (u) "Social Housing" has the meaning ascribed to that term in the *Vancouver Development Cost Levy* By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (v) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (w) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Social Housing Units;
- (x) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (y) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this

Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

- (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) 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.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 Restrictions. The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than 150 dwelling units (or such other number of dwelling units as may be approved by the City to reflect an increase or decrease in the number of dwelling units resulting from the reconfiguration of the dwelling units in the New Building) for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60-year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be rented to households with an income no more than the then current Housing Income Limit and each such Social Housing Unit will be rented at an annual rent which is no more than 30% of the aggregate annual income of the members of the household occupying such Social Housing Unit and each such Social Housing Unit will meet all other applicable preconditions in order to comply with the exemption provisions for social housing under the *Vancouver Charter*. For clarity, the units referred to in this Section 2.1(d) will be in addition to (and may not be included in) the units referred to in Section 2.1(e);
- (e) for a minimum of 40 years commencing on the date of issuance of an Occupancy Permit, not less than 20% of the Social Housing Units will be rented to households whose gross income does not exceed the median income for families without children for the Province of British Columbia as calculated by the City, from time to time, based on data provided by Statistics Canada and each such Social Housing Unit will be rented at an annual rent which is no more than 30% of the aggregate annual income of the members of the household occupying such Social Housing Unit, and each such Social Housing Unit will have less than two bedrooms. For clarity, the units referred to in this Section 2.1(e) will be in addition to (and may not be included in) the units referred to in Section 2.1(d);

- (f) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (g) 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 Social Housing Unit to be sold or otherwise transferred unless every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, and unless such transferee complies with Section 8.20;
- (h) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (i) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands in contravention of Section 2.1(h), 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;
- (j) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 Occupancy Restrictions.** The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Community Services, in form and substance satisfactory to the General Manager of Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
 - (ii) a final rent roll confirming the actual or proposed rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Release.** 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 for the Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

**ARTICLE 5
ENFORCEMENT**

- 5.1 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 shall be entitled to court costs on a solicitor and own client basis.

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.3, the Owner hereby:

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

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

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, but except to the extent that any such Losses are the result of willful misconduct by the City or any City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

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

6.2 Nature of Indemnities. The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.3 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 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(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 6.3(b); and

- (c) Regardless of whether the claim is being defended under Section 6.3(a) or Section 6.3(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.

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

ARTICLE 7 NOTICES

7.1 Notices. Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

(a) in the case of the Owner, addressed to it at:

Vancouver Masonic Centre Association
1495 West 8th Avenue
Vancouver, BC V6H 1C9
Attention: _____

(b) and in the case of the City, addressed to it at:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: City Clerk

with concurrent copies to the General Manager of Community Services
and the Director of Legal Services

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement for Benefit of City. The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.
- 8.2 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by subdivision plan or otherwise.

- 8.3 **Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 8.4 **Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 8.5 **City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 8.6 **City's Other Rights Unaffected.** 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.
- 8.7 **Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 8.8 **Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 8.9 **Enurement.** This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns.
- 8.10 **Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement. For clarity, the Owner will execute such further and other documents and instruments and do such further and other acts as may be 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*.
- 8.11 **Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 8.12 **No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be

effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. 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. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity.

- 8.13 Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 8.14 Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 8.15 Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.16 Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 8.17 **Remedies Cumulative.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement 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. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.
- 8.18 **Severability.** If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.
- 8.19 **Time of Essence.** Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.
- 8.20 **Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 8.20, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA4195109, as modified by Modification CA5357973, and Assignment of Rents CA4195110;
- (b) "Existing Chargeholder" means British Columbia Housing Management Commission;
- (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:

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

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

END OF DOCUMENT