

EXPLANATION**2017 Costs for the South Fraser Street
Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2017 maintenance costs and taxes with respect to the South Fraser Street Collective Parking Project.

Director of Legal Services
April 17, 2018

South Fraser Collective Parking

Schedule "A"

Total Amount to be collected \$410,200.35

Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2017 Charge
West Side			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		9,939.03
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		4,343.98
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		4,343.98
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		4,343.98
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		8,696.65
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		4,343.98
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		9,911.23
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		9,904.28
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		4,343.98
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		13,031.94
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		18,592.24
016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00		5,734.05
016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00		5,734.05

West Side cont'd

016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	5,734.05
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	5,734.05
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	5,734.05
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	5,734.05
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	11,468.11
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	11,478.53
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	5,734.05
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	5,734.05
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	11,468.11
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	5,734.05
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	5,734.05
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	16,145.71
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	5,383.06
016-210-765-69 Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 17897	61.96	10,766.12
016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	5,383.06
016-210-765-95 Lot A, Blks 2 to 3, DL 649, Pln 29567	30.97	5,381.32

West Side cont'd

016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	5,560.30
016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	5,456.04
016-210-769-33 Lot L, DL 649, Plan BCP46445	62.77	10,906.87
016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	5,456.04
016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	5,456.04
016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	5,456.05
016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	5,456.05
016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	10,906.88
Total for West Side	<u>1,618.70</u>	<u>281,264.06</u>

Rate per foot:

173.759224

East Side

016-210-755-06 Lots 16 to 18, Blk 1, DL 664, N 3/4 Pln 2148	99.00	8,601.08
016-210-755-36 Lot 15, Blk 1, DL 664, N 3/4 Pln 2148	33.00	2,867.03
016-210-755-76 Lots 13 to 14, Blk 1, DL 664, N 3/4 Pln 7760	63.99	5,559.43
016-210-757-26 VSB School ex. Lot 3, Blks 2 and 3, DL 664 NE 1/4, Pln 14021	265.95	0.00

East Side cont'd...

016-210-757-76. Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414	*CoV Fraser Library 82.46	0.00
016-210-757-96 Lot B , DL 664, S. Pt, Pln 17850	65.98	5,732.32
016-210-758-06 Lot 18 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-758-16 Lot 17 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-758-24 Lot 16 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-758-36 Lot 15 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-758-50 Lot 14 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-758-64 Subd. Plan BCS1388 - see attached	82.60	7,167.67
016-210-758-86 Lots 10 & S 1/2 of 11, Blk 1, DL 663, Pln 1390	49.50	4,300.54
016-210-761-18 Lot B, Blk 1, DL 663, Pln 21036	99.00	8,601.08
016-210-761-36 Lot 6 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-761-64 Lot A , Blk 1, DL 663, Pln 1390	66.00	5,734.05
016-210-761-74 Lot 3 , Blk 1, DL 663, Pln 1390	33.00	2,867.03
016-210-761-98 Lot C , Blk 1, DL 663, Pln VAP23174	66.83	5,806.16
016-210-765-06 Lots 1 to 3, Blk 1, DL 662, Pln 1900	99.33	8,629.75

East Side cont'd...

016-210-765-42 Lot 4, Blk 1, DL 662, Pln 1900	33.00	2,867.03
016-210-765-52 Lot 5, Blk 1, DL 662, Pln 1900	33.00	2,867.03
016-210-765-68 Lot 6, Blk 1, DL 662, Pln 1900	33.00	2,867.03
016-210-765-74 Lot 7, Blk 1, DL 662, Pln 1900	33.00	2,867.03
016-210-765-86 Lots B & 10 Amd, Blk 1, DL 662, Pln 1900	99.17	8,615.85
016-210-769-18 Lot 11 Amd, Blk 1, DL 662, Pln 1900	33.01	2,867.90
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	3,065.98
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	5,557.68
016-210-769-64 Lots 15 Amd to 17, Blk 1, DL 662, Pln 1900	98.51	8,558.50
016-210-769-94 Lots 18 & 19, Blk 1, DL 662, Pln 1900	66.00	5,734.04

Total for East Side	<u>1,484.08</u>	<u>348.41</u>	<u>128,936.29</u>
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Rate per foot:	<u>86.879612</u>
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	<u>Rate per foot</u>	<u>Assessed Footage</u>	<u>Total</u>
Total for West Side	173.759224	1,618.70	281,264.06
Total for East Side	86.879612	1,484.08	128,936.29
Total Amount to be Collected:			<u>410,200.35</u>

Strata Title Shares

Strata Plan BCS1388 - total shares:	1785	\$7,167.57
016-210-758-64-0001	73	293.13
016-210-758-64-0002	68	273.05
016-210-758-64-0003	68	273.05
016-210-758-64-0004	79	317.22
016-210-758-64-0005	80	321.24
016-210-758-64-0006	66	265.02
016-210-758-64-0007	66	265.02
016-210-758-64-0008	71	285.10
016-210-758-64-0009	73	293.13
016-210-758-64-0010	69	277.07
016-210-758-64-0011	68	273.05
016-210-758-64-0012	79	317.22
016-210-758-64-0013	75	301.16
016-210-758-64-0014	60	240.93
016-210-758-64-0015	61	244.94
016-210-758-64-0016	63	252.97
016-210-758-64-0018	101	405.56
016-210-758-64-0019	108	433.67
016-210-758-64-0020	293	1,176.53
016-210-758-64-0025	69	277.06
016-210-758-64-0026	40	160.61
016-210-758-64-0029	55	220.84
	<u>1785</u>	<u>\$7,167.57</u>

SOUTH FRASER COLLECTIVE PARKING

Schedule "B"

January 1, 2017 to December 31, 2017

Costs of South Fraser Parking Project:

Account 20001814

Electricity	\$	1,635.84
General Levy & OTA's		363,831.78
Maintenance/repair		38,351.89
Sanitation - cleaning of lot		6,380.84
2017 Total costs	\$	<u>410,200.35</u>

South Fraser Collective Parking

Summary

Charges applicable to lots abutting Fraser Street from 43rd Avenue to 49th Avenue for maintenance of Collective Parking from:

January 1, 2017 to December 31, 2017

Assessed Footage:

West Side	1,618.70
East Side	1,484.08
Total	<u>3,102.78</u>

Exempt Footage:

West Side	0.00
East Side	348.41
Total	<u>348.41</u>

Maintenance Charges for the Year 2016: \$410,200.35

Rate per Foot

(Ratio 2:1 as per agreement)

West Side	\$173.759224
East Side	\$86.879612

Amount To Be Collected

West Side	\$281,264.06
East Side	<u>128,936.29</u>
Total	<u>\$410,200.35</u>

EXPLANATION**2017 Costs for the
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2017 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services
April 17, 2018

East Hastings Collective Parking

Schedule "A"

2017 Total Amount to be collected \$ 242,507.26

<u>Co-Ordinate & Legal Description</u>	<u>Assessed Footage</u>	<u>Exempt Footage</u>	<u>2017 Charge</u>
<u>North Side</u>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		7,759.55
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		3,821.87
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		3,821.87
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		3,115.40
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		3,115.40
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		3,821.87
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		3,821.87
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		3,821.87
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		5,593.82
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		4,458.84
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,821.87
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,821.87
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		7,643.73

020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	7,643.73
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	330.00	38,218.66
020-590-274-05 Lots 31 to 32, Blk 52, THSL, Pln 410	66.00	7,643.73
020-590-274-17 Lot 30, Blk 52, THSL, Pln 410	33.00	3,821.87
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	3,821.87
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	3,821.87
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	3,821.87
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	3,809.13
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	3,834.61
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	3,821.87
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	3,821.86
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	3,821.86
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	3,821.86
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	3,821.86
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	11,465.59

Total for North Side	<u>1,428.60</u>	<u>64.00</u>	<u>\$165,452.07</u>
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North Side Rate per foot:	<u>\$115.814130</u>
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Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2017 Charge
<u>South Side</u>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		3,787.12
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		3,474.42
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,737.21
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,737.21
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,447.68
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,447.68
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,447.68
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,447.68
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,895.35
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		2,044.12
020-590-271-04 *Strata LMS183 - see attached	132.01		7,644.31
020-590-271-46 ***Strata LMS1880 - see attached	264.00		15,287.47
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,910.93
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		5,732.80
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		2,779.54
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		2,779.54

020-590-274-26	144.00	8,338.62
***Strata BCS 3366 - see attached		

020-590-274-42	95.96	5,556.76
**Strata LMS 775 - see attached		

020-590-274-68	96.00	0.00
*Hastings Library exempt		

020-590-274-96	96.00	5,559.07
Lot A, Blk 57, THSL, Plan 309A		

Total for South Side	<u>1,330.67</u>	<u>96.00</u>	<u>\$77,055.19</u>
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South Side Rate per foot:	<u>\$57.907065</u>
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	<u>Rate per Foot</u>	<u>Assessed Footage</u>	<u>Total</u>
Total for North Side	\$ 115.814130	1,428.60	\$165,462.07
Total for South Side	\$ 57.907065	1,330.67	\$77,055.19
Total Amount to be Collected:			<u>\$242,507.26</u>

Strata Title Shares

	Shares	Charge
*Strata LMS183 - Total Shares:	10,000	\$7,644.31
020-590-271-04-0001	1,708	1,305.65
020-590-271-04-0002	8,292	6,338.66
	<u>10,000</u>	<u>\$7,644.31</u>
**Strata LMS775 - Total Shares:	7,087	\$5,556.76
020-590-274-42-0001	1,127	883.66
020-590-274-42-0002	1,127	883.66
020-590-274-42-0003	1,211	949.52
020-590-274-42-0004	1,211	949.52
020-590-274-42-0005	1,211	949.52
020-590-274-42-0006	1,200	940.89
	<u>7,087</u>	<u>\$5,556.77</u>
***Strata LMS 1880 - Mixed Use - Commercial units only charged - Total shares:	19,405	\$15,287.47
020-590-271-46-0002	878	691.70
020-590-271-46-0003	879	692.49
020-590-271-46-0004	908	715.33
020-590-271-46-0005	880	693.27
020-590-271-46-0006	834	657.03
020-590-271-46-0007	838	660.19
020-590-271-46-0008	936	737.39
020-590-271-46-0014	1,042	820.90
020-590-271-46-0015	1,083	853.20
020-590-271-46-0016	1,083	853.20
020-590-271-46-0017	1,562	1,230.56
020-590-271-46-0018	945	744.48
020-590-271-46-0019	995	783.87
020-590-271-46-0020	1,000	787.81
020-590-271-46-0021	995	783.87
020-590-271-46-0022	1,028	809.87
020-590-271-46-0023	1,001	788.60
020-590-271-46-0024	845	665.70
020-590-271-46-0025	789	621.58
020-590-271-46-0026	884	696.42
	<u>19,405</u>	<u>\$15,287.46</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
****Strata BCS 3366 - Mixed Use -		
Commercial units only charged - Total shares:	721	\$8,338.62
020-590-274-26-0001	90	1,040.88
020-590-274-26-0002	92	1,064.01
020-590-274-26-0003	99	1,144.97
020-590-274-26-0004	76	878.97
020-590-274-26-0005	90	1,040.88
020-590-274-26-0006	108	1,249.06
020-590-274-26-0007	79	913.66
020-590-274-26-0008	87	1,006.19
	<u>721</u>	<u>\$8,338.62</u>

East Hastings Collective Parking

Schedule "B"

January 1, 2017 to December 31, 2017

Costs of East Hastings Parking Project:

<u>Account</u>	<u>20001815</u>	
Electricity		\$1,946.77
General & OTA's		\$227,591.42
Maintenance/repair		\$12,969.07
Total costs		<u><u>\$242,507.26</u></u>

East Hastings Collective Parking

January 1, 2017 to December 31, 2017

Summary

Charges applicable to lots abutting Hastings Street from Nanaimo Street to Slocan Street and on the east side of Kamloops Street from Hastings Street to the lane north for maintenance of Collective Parking

Assessed Footage:

North side of Hastings Street and East side of Kamloops Street	1,428.60
South side of Hastings Street	<u>1,330.67</u>
Total	<u><u>2,759.27</u></u>

Exempt Footage:

North Side	54.00
South Side	<u>96.00</u>
Total	<u><u>150.00</u></u>

Maintenance Charges for the year 2017 \$242,507.26

Cost per foot (Ratio 2:1 as per agreement):

North Side of Hastings Street	\$115.814130
South Side of Hastings Street	\$57.907065

Amount To Be Collected:

North Side of Hastings Street	\$165,452.07
South Side of Hastings Street	<u>77,055.19</u>
Total	<u><u>\$242,507.26</u></u>

EXPLANATION**2017 Maintenance Costs for
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2017 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services
April 17, 2018

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BY-LAW NO.

**A By-law to assess real property to defray 2017 maintenance costs
for the Trounce Alley and Blood Alley Square Local Improvement Project**

PREAMBLE

Council undertook and completed a local improvement project (the "project") under By-law No. 4638, and specially assessed, for the cost thereof, the real property described in Schedule A to this By-law.

Under section 506B of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs associated with a local improvement project, by specially assessing the real property benefited by, and specially assessed for the cost of the local improvement project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for, the costs of the project, and described in Schedule A, to defray the costs of \$10,449.15 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2017 to December 31, 2017; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part 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 , 2018

Mayor

City Clerk

Trounce Alley and Blood Alley Square Maintenance Project

SCHEDULE "A"

Total Amount to be collected:..... \$10,449.15

Co-ordinate & Legal Description	Proportion of Costs	2017 Charge
026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1,266.44
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	1,571.55
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	1,773.22
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	437.82
*026-589-172-65 *CoV Assessable as per L. Kemp Real Est. Serv. LOT 11 EX PCLA & 12 & 13 & 14 EX E 26 FT BLK 2 DL OGT PLAN 168	36.10%	3,772.15
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	802.49
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	<u>7.90%</u>	<u>825.48</u>
	<u>100.00%</u>	<u>\$10,449.15</u>

Strata Lot LMS 738	<u>Total Shares</u>	<u>9,257</u>	<u>\$825.48</u>
026 178 580 61 0001	702		62.60
026 178 580 61 0002	614		54.75
026 178 580 61 0003	694		61.89
206 178 580 61 0004	903		80.52
026 178 580 61 0005	716		63.85
026 178 580 61 0006	744		66.35
026 178 580 61 0007	809		72.14
026 178 580 61 0008	903		80.52
026 178 580 61 0009	720		64.20
026 178 580 61 0010	740		65.99
026 178 580 61 0011	809		72.14
026 178 580 61 0012	<u>903</u>		<u>80.53</u>
	<u>9,257</u>		<u>\$825.48</u>

Strata Plan BCS 3229	<u>Total Shares</u>	<u>4,461</u>	<u>\$1,266.44</u>
026 580 172 60 0001	105		29.81
026 580 172 60 0002	106		30.09
026 580 172 60 0003	126		35.77
026 580 172 60 0004	42		11.92
026 580 172 60 0005	84		23.85
026 580 172 60 0006	68		19.30
026 580 172 60 0007	67		19.02
026 580 172 60 0008	65		18.45
026 580 172 60 0009	67		19.02
026 580 172 60 0010	85		24.13
026 580 172 60 0011	81		23.00
026 580 172 60 0012	58		16.47
026 580 172 60 0013	62		17.60
026 580 172 60 0014	62		17.60
026 580 172 60 0015	59		16.75
026 580 172 60 0016	81		23.00
026 580 172 60 0017	149		42.30
026 580 172 60 0018	121		34.35
026 580 172 60 0019	117		33.22
026 580 172 60 0020	115		32.65
026 580 172 60 0021	121		34.35
026 580 172 60 0022	150		42.58
026 580 172 60 0023	143		40.60
026 580 172 60 0024	91		25.83
026 580 172 60 0025	108		30.66
026 580 172 60 0026	102		28.96
026 580 172 60 0027	87		24.70
026 580 172 60 0028	137		38.89

026 580 172 60 0029	129	36.62
026 580 172 60 0031	65	18.45
026 580 172 60 0032	66	18.74
026 580 172 60 0033	85	24.13
026 580 172 60 0034	80	22.71
026 580 172 60 0035	70	19.87
026 580 172 60 0036	111	31.51
026 580 172 60 0037	66	18.74
026 580 172 60 0038	80	22.71
026 580 172 60 0039	60	17.03
026 580 172 60 0040	68	19.30
026 580 172 60 0041	68	19.30
026 580 172 60 0042	62	17.60
026 580 172 60 0043	81	23.00
026 580 172 60 0044	70	19.87
026 580 172 60 0045	111	31.51
026 580 172 60 0046	66	18.74
026 580 172 60 0047	80	22.71
026 580 172 60 0048	144	40.88
026 580 172 60 0049	129	36.63
026 580 172 60 0050	111	31.52
	<u>4,461</u>	<u>\$1,266.44</u>

Proportion of Costs as per By-law #4638, August 1, 1972

Trounce Alley and Blood Alley Square Maintenance Project

Schedule "B"

Costs to Trounce Alley and Blood Alley Square

January 1, 2017 to December 31, 2017

Account 20001816

Street Lighting Maintenance	\$ 913.03
Street Cleaning	9,536.12
Total costs and charges:	<u>\$ 10,449.15</u>

Trounce Alley and Blood Alley Square Maintenance Project

Summary

Charges applicable to properties abutting Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Costs are distributed in the same proportion as are the capital costs, which gives the percentage indicated for each property as attached on Schedule "A".

Total Maintenance Charges for: <u>2017</u>	\$10,449.15
Adjustments	\$0.00
Amount to be Collected:	<u>\$10,449.15</u>

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 698 East 64th Avenue (8027, 8029, and 8031 Fraser Street)**

After the public hearing on November 24, 2015, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Arts, Culture and Community Services, prior to enactment of the CD-1 By-law. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by Section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

Director of Legal Services
April 17, 2018

He.

698 East 64th Avenue
(8027, 8029 and 8031 Fraser Street)

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 698 East 64th Avenue (8027, 8029 and 8031 Fraser Street)**

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

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

PID: 029-883-270

Lot 1
District Lot 313
Group 1
New Westminster District Plan EPP62578

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

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

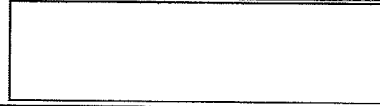
ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

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

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



1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[to be inserted by owner's solicitor/notary]

LS-15-08129-005 Housing Agreement

Deduct LTSA Fees? Yes

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

029-883-270 LOT 1 DISTRICT LOT 313 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP62578

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
Covenant s. 219 - Entire Instrument
Priority Agreement page 17

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):
0785472 B.C. LTD., INC.NO. 0785472
VANCOUVER CITY SAVINGS CREDIT UNION, INCORPORATION NO. FI-97 (AS TO PRIORITY)

6. TRANSFERREE(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)

SO YIN WOO
BARRISTER & SOLICITOR
#700 - 686 WEST BROADWAY,
VANCOUVER, B.C. V5Z 1G1
PH: 604-874-0204
swoo@beckrobbinson.com

Execution Date

Y	M	D
18	03	09

Transferor(s) Signature(s)

0785472 B.C. LTD.
by its authorized signatory(ies):

Print Name: Baljinder Aruwal

Print Name: —

(as to both signatures)-

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



Anh Doan
A Commissioner for Taking
Affidavits for British Columbia
Vancouver City Savings Credit Union
5th Floor, 183 Terminal Avenue
Vancouver, B.C. V6A 4G2
Phone: 604-877-6637
Expiry Date: May 31, 2019
As to ALL signatures

(as to both signatures)

Execution Date

Y	M	D
18	03	12
18		

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS CREDIT
UNION
by its authorized signatory(ies):



Print Name:

Shelley Gabico
Loan Security Coordinator
Community Business Administration

Print Name

CITY OF VANCOUVER
by its authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
698 EAST 64TH AVENUE 8027, 8029 & 8031 FRASER STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 0785472 B.C. LTD., as more particularly defined in Section 1.1 is called the "Owner"; 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") to permit the construction of a five-storey mixed-use building with commercial/retail units at grade and rental housing units above, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the Chief Housing Officer and the Director of Legal Services to enter into a Housing Agreement 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 Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, 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

{00505220v3}

Rental 100 Housing Agreement and Building Use Covenant
698 East 64th Avenue 8027, 8029 & 8031 Fraser Street

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) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) "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;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "For-Profit Affordable Rental Housing" means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the Vancouver 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 Vancouver DCL By-law;
- (k) "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;
- (l) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (m) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "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;
- (o) "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;

- (p) "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;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) "Owner" means the registered owner of the Lands as of the Effective Date, namely 0785472 B.C. Ltd., and its successors and permitted assigns;
- (s) "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:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) "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;
- (u) "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;
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) "Rezoning Application" has the meaning ascribed to that term in Recital C;

- (x) "Rezoning By-law" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (y) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (aa) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (bb) "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 the Owner carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, the New Building containing commercial/retail units at grade and only Housing Units on floors two to five above, and related amenity and parking spaces, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) 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;
- (d) the average initial starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts, as evidenced by the rent roll attached hereto as Schedule A, (as of November 24, 2015):
- (i) for a one-bedroom - \$1,319;
 - (ii) for a two-bedroom - \$1,605; and
 - (iii) for a three-bedroom - \$2,061,
- subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));
- (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;
- (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) 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
- (m) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3
DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any 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 this Agreement 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 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 this Agreement 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 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 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building 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.

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 6.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.1(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 6.1(b); and

- (c) Regardless of whether the claim is being defended under Section 6.1(a) or Section 6.1(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
NOTICES**

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

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

0785472 B.C. Ltd.
8029 Fraser Street
Vancouver, British Columbia
V5X 3X5

Attention: President

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any

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

ARTICLE 8
MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 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 by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(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 a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.10 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

No.	Unit No.	No. of Beds	Unit Size	Monthly Rent (2014)
2	102	1	576.30	\$1333.58
3	103	1	556.20	\$1287.07
5	201	1	558.50	\$1292.39
6	202	1	573.80	\$1327.80
7	203	1	609.20	\$1409.71
9	205	1	576.30	\$1333.58
10	206	1	556.20	\$1287.07
13	302	1	576.30	\$1333.58
14	303	1	576.30	\$1333.58
15	304	1	576.30	\$1333.58
16	305	1	562.40	\$1301.42
17	306	1	574.30	\$1328.95
18	307	1	609.20	\$1409.71
20	309	1	576.30	\$1333.58
21	310	1	556.20	\$1287.07
24	402	1	567.90	\$1314.14
25	403	1	567.90	\$1314.14
26	404	1	567.90	\$1314.14
27	405	1	562.40	\$1301.42
28	406	1	574.30	\$1328.95
35	503	1	515.80	\$1193.58
1	101	2	1065.00	\$2248.43
8	204	2	765.40	\$1615.91
12	301	2	798.30	\$1685.37
19	308	2	765.40	\$1615.91
23	401	2	748.20	\$1579.60
29	407	2	678.80	\$1433.08
30	408	2	659.50	\$1392.34
31	409	2	696.30	\$1470.03
32	410	2	759.50	\$1603.46
33	501	2	758.60	\$1601.56
34	502	2	740.70	\$1563.77
36	504	2	750.10	\$1583.61
37	505	2	697.20	\$1471.93
4	104	3	1008.40	\$2061.00
11	207	3	1008.40	\$2061.00
22	311	3	1008.40	\$2061.00

PROJECT SUMMARY

Bedroom Type (# of Beds)	Total # of Units	Average Unit Size	Average Starting Monthly Rent (as of November 27, 2015)
1	21	570.0	1319.00
2	13	760.2	1605.00
3	3	1008.4	2061.00
PROJECT TOTAL	37	N/A	N/A

{00505220v3}

Rental 100 Housing Agreement and Building Use Covenant
698 East 64th Avenue 8027, 8029 & 8031 Fraser Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4976879 and the Assignment of Rents registered under number CA4976880;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) "New Charges" means the Housing Agreement and 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 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Vancouver Civic Theatres Board By-law No. 3941
regarding an increase in the number of Board members**

On March 13, 2018 Council approved a proposed amendment to the Vancouver Civic Theatres Board By-law in order to increase the number of members on the Board, and to ensure that the number of women on the Board is equal to or greater than 50 percent, in accordance with the direction of Council at the April 6, 2016 meeting of the Standing Committee on Policy and Strategic Priorities. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 17, 2018

EXPLANATION**A By-law to amend the Zoning & Development By-law
regarding CD-1 (426)**

After the public hearing on January 16, 2018, Council resolved to amend CD-1 (426) regarding 1128 West Georgia Street. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 17, 2018

He.

1128 West Georgia Street
(1119 Alberni Street formerly
1120 West Georgia Street)
Amending By-law
To increase floor space ratio

BY-LAW NO. _____

**A By-law to amend CD-1 (426) By-law No. 8943
to increase floor space ratio**

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

1. This By-law amends the indicated provisions of By-law 8943.
2. In section 5.2, Council strikes out "13.41, or 64 692 m²" and substitutes "13.50, or 65 151.5 m²".
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 , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 371 West 2nd Avenue**

Following Public Hearing on March 7, 2017, Council gave conditional approval to the rezoning of the site at 371 West 2nd 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
April 17, 2018

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371 West 2nd Avenue

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 the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-717 (a) attached as Schedule A to this By-law and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (694).

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 (694), 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 and Dwelling Units in conjunction with any use listed in this section 2.2;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Community Care Facility – Class B;
- (c) Cultural and Recreational Uses, limited to Arts and Culture Indoor Event, and Fitness Centre;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing, Printing or Publishing, Software Manufacturing, Textiles or Knit Goods Manufacturing, and Wood Products Manufacturing - Class B;
- (e) Office Uses;
- (f) Retail Uses, limited to Furniture or Appliance Store, Public Bike Share, and Retail Store;

- (g) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography; Laboratory, Photofinishing or Photography Studio, and Print Shop, Repair Shop – Class B, Restaurant – Class 1, School – Arts or Self-Improvement, and School - Business; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3.1 Dwelling units are in an “intermediate zone” as defined in the Noise Control By-law, and, as a result, are subject to the noise levels permitted in industrial and downtown districts.

3.2 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 The total floor area for all uses combined must not exceed 9,134 m².

4.2 Computation of floor area must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building;
- (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; and
- (c) in the case of dwelling uses and live-work use, if the distance from a floor to the floor above, or in the absence of a floor above, to the top of the roof rafters or deck exceeds 4.3 m, an additional amount equal to the area of the floor area below the excess height, except for additional amounts that represent undeveloped floor areas beneath roof elements, which the Director of Planning considers to be for decorative purposes, and to which there is no means of access other than a hatch, residential lobbies, and mechanical penthouses.

4.3 Computation of floor area must exclude:

- (a) open residential balconies or sun decks, entry alcoves and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;

- (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 Director of Planning may also permit the exclusion of such floors or portions of floors that are located above base surface in a flood plain area; and the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there is to be no exclusion for any of the residential storage area above base surface for that unit; and
- (f) amenity areas, including day care facilities, recreation facilities, and meeting rooms, except that the exclusion must not exceed 1 000 m².

4.4 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies, if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the total residential floor area provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;

- (d) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and
- (e) tool sheds, trellises and other garden structures, which support the use of intensive green roofs and urban agriculture, and, despite section 4.2(b), those portions of stairways and elevator enclosures which are at the roof level providing access to the garden areas.

4.5 The use of floor area excluded under section 4.3 or 4.4 must not include any use other than that which justified the exclusion.

Building height

5. The building height, measured from base surface to the top of the parapet must not exceed 37.54 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 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; the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

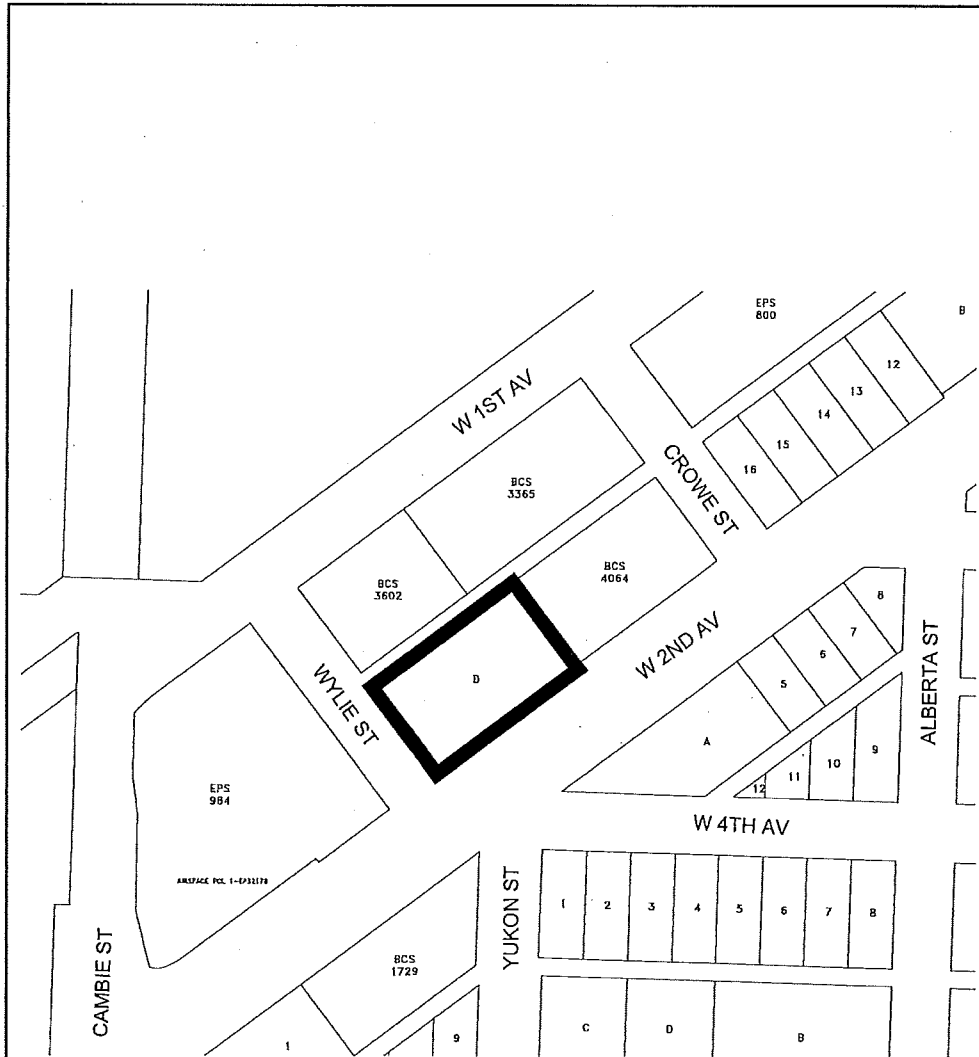
6.5 An obstruction referred to in section 6.2 means:

- (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 (694).

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.

Schedule A



The property outlined in black (**█**) is rezoned:
 From **M-2** to **CD-1**

Z-717 (a)

RZ - 371 West 2nd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: Feb. 2017

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 424 West Pender Street**

Following a public hearing concluding on November 15, 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 General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as rental 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 November 15, 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
April 17, 2018

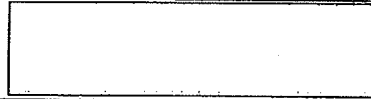
Schedule A
Housing Agreement

FORM C_V22 (Charge)

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

PAGE 1 OF 18 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, R.S.B.C. 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)

Norton Rose Fulbright Canada LLP
Barristers & Solicitors
#1800 - 510 West Georgia Street
Vancouver BC V6B 0M3

Phone: 604.687.6676
File No.: 17-2959
Doc. No.: 8333055
Housing Agreement over Lot 2 - 424 W. Pender

Deduct L.T.S.A. Fees? Yes

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

030-251-133 LOT 2 BLOCK 35 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP75326

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):

ONNI DEVELOPMENT (PENDER) CORP., INC. NO. BC0783159
THE BANK OF NOVA SCOTIA (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

Chris Jackson, Barrister & Solicitor
800-550 Robson St, Vancouver, B.C.
V6B 2B7, (604) 602-7711

Execution Date

Y	M	D
18	04	04

Transferor(s) Signature(s)

ONNI DEVELOPMENT (PENDER)
CORP., by its authorized signatory
(ies):

Name: Carlo Decoliz

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y M D

18

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

Name:

Name:

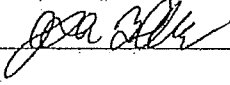
OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



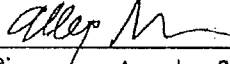
Jora Bhullar
Barrister & Solicitor
ONNI GROUP OF COMPANIES
300 - 550 Robson Street
Vancouver, BC V6B 2B7
(604) 602-7711

Execution Date

Y	M	D
18	03	03

Transferor / Borrower / Party Signature(s)

THE BANK OF NOVA SCOTIA, by its
authorized signatory(ies):


Name: Amandeep Singh Atkar
Director and Group Leader
Real Estate Banking
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
FORN E

SCHEDULE

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Section 219

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the Section 219 Covenant registered one
number prior to the instrument number assigned to
this Priority Agreement priority over Mortgage No.
CA3649217 and Assignment of Rents No.
CA3649218

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
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, ONNI DEVELOPMENT (PENDER) CORP., is called the "Owner"; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District to increase the floor space ratio from 6.00 to 8.14 to permit the development of an 11-storey mixed-use building containing commercial uses at grade and 72 secured market rental housing units above and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into an agreement securing all residential units as rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- I. no residential unit may be separately sold;
 - II. none of the residential units may be stratified;
 - III. no residential unit will be rented for less than one month at a time; and
 - IV. such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may, in their sole discretion, require,
- the ("Market Rental Housing Condition"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental 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 Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

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Terms of Agreement

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "454 Pender Lands" means those lands and premises that are located in the vicinity of the Lands and which are currently legally described as PID: 030-241-723, Lot 1 Block 35 District Lot 541 Group 1 New Westminster District Plan EPP75325;
- (b) "Agreement" means this agreement, including the foregoing Recitals, and any schedules attached hereto;
- (c) "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;
- (d) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (e) "City" means the City of Vancouver in its capacity as a corporate entity;
- (f) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (g) "City of Vancouver" means, save only for its use in Section 1.1(e), the City of Vancouver as a geographical location;
- (h) "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;
- (i) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "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;
- (k) "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;

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- (l) "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;
- (m) "General Manager of Planning and Development" means the chief administrator, from time to time, of the City's Planning and Development Services Department and his or her successors in function and their respective nominees;
- (n) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (o) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (p) "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, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (q) "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;
- (r) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (t) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (u) "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 Building, development or partial development on the Lands or any portion of the Lands;

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- (v) "Owner" means the Transferor and any successors in title to the Lands or a portion of the Lands;
- (w) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) "Rezoning" means the rezoning of the Lands described in Recital C of this Agreement;
- (z) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel; and
- (aa) "*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.

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- (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 Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than 72 residential units on the

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Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units");

- (c) throughout the Term, not less than 8.33% of the Market Rental Housing Units will have at least two bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines (the "Two-Bedroom Family Units");
- (d) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for 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 Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee complies with Section 6.1;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

2.2 **Owner's Acknowledgement.** The Owner acknowledges that, as a condition of Rezoning, not less than 25% of the aggregate of the Market Rental Housing Units and the market rental housing units on the 454 Pender Lands (the "454 Market Rental Housing Units") must be Two-Bedroom Family Units. The Owner further acknowledges that the requirement for 8.33% of the Market Rental Housing Units to be Two-Bedroom Family Units under Section 2.1(c) is permitted by the City on the

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condition that not less than 44% of the 454 Market Rental Housing Units must be Two-Bedroom Family Units such that, if the Lands and the 454 Pender Lands are developed in accordance with the respective conditions for rezoning, not less than 25% of the aggregate of the Market Rental Housing Units and the 454 Market Rental Housing Units will be Two-Bedroom Family Units.

2.3 Occupancy Restriction.

(a) Pursuant to Section 219 of the *Land Title Act*, in respect of the use of the Lands, the Owner covenants and agrees with the City that no Building will be used or occupied except as follows:

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

until such time as the development on the 454 Pender Lands has been constructed and an occupancy permit has been issued by the City.

(b) The Owner covenants and agrees that any Occupancy Permit issued inadvertently or otherwise prior to release or discharge of the Section 219 Covenants granted pursuant to Section 2.3(a) may be revoked by the City at any time and further agrees that if the Owner constructs any Building, or occupies any Building in contravention of this Agreement, the City may pursue all remedies, including, without limitation, injunctive relief.

**ARTICLE 3
RECORD KEEPING**

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

**ARTICLE 4
ENFORCEMENT**

4.1 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 5
RELEASE AND INDEMNITY**

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5.1 Release and Indemnity. Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, and subject to Section 5.3, 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;
 - (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (iii) withholding any permit pursuant to this Agreement; or
 - (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (v) 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 willful 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.

5.2 Nature of Indemnities. 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.

5.3 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 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

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- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(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 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(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.

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

ARTICLE 6 TRANSFER OF LANDS

- 6.1 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 6.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this

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Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

**ARTICLE 7
NOTICES**

7.1 Notice. 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, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia:

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

Onni Development (Pender) Corp.
300 - 500 Robson Street
Vancouver, B.C. V6B 2B7

Attention: Jason Newton

(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.

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- 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 strata plan, 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.
- 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 Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 8.13 **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. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 8.14 **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.
- 8.15 **Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 8.16 **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.
- 8.17 **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;

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- (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.

8.18 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.

8.19 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.

8.20 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.

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.

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CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA3649217 and the Assignment of Rents Mortgage CA3649218;
- (b) "Existing Chargeholder" means The Bank of Nova Scotia;
- (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

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Market Rental Housing Agreement
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Housing Agreement
424 West Pender Street

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 454 West Pender Street**

Following a public hearing concluding on November 15, 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 General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as rental 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 November 15, 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
April 17, 2018

454 West Pender Street

HG.

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 454 West Pender Street**

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

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

PID: 030-241-723 Lot 1, Block 35, District Lot 541, Group 1,
New Westminster District
Plan EPP75325

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

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

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

Schedule A

Housing Agreement

FDRA_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)

Norton Rose Fulbright Canada LLP
Barristers & Solicitors
#1800 - 510 West Georgia Street
Vancouver BC V6B 0M3

Phone: 604.687.6575
File No.: 17-2959
Doc. No.: 8283456

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) Filled 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):

ONNI DEVELOPMENT (PENDER) CORP., INC. NO. BC0783159
THE BANK OF NOVA SCOTIA (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V5Y 1V4

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)

Chris Jackson, Barrister & Solicitor
300-550 Robson St, Vancouver, B.C.
V6B 2B7, (604) 602-7711

Execution Date

Y	M	D
18	07	04

Transferor(s) Signature(s)

ONNI DEVELOPMENT (PENDER) CORP., by its authorized signatory (ies):

Name:

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date		
Y	M	D
18		

Transferor / Borrower / Party Signature(s)

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

Name: _____

Name: _____

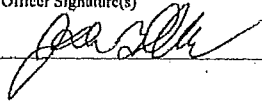
OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



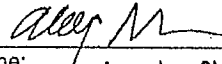
Jora Bhullar
Barrister & Solicitor
ONNI GROUP OF COMPANIES
300 - 550 Robson Street
Vancouver, BC V6B 2B7
(604) 602-7711

Execution Date

Y	M	D
18	03	03

Transferor / Borrower / Party Signature(s)

THE BANK OF NOVA SCOTIA, by its
authorized signatory(ies):



Name: Amandeep Singh Atkar
Director and Group Leader
Real Estate Banking

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

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

**030-241-723 LOT 1 BLOCK 35 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP75325**

STC? YES

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

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Section 219 Covenant registered one number prior to the instrument number assigned to this Priority Agreement priority over Mortgage No. CA3849217 and Assignment of Rents No. CA3849218

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
--------------------	------------	------------------------

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, ONNI DEVELOPMENT (PENDER) CORP., is called the "Owner"; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the "City";
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District to increase the floor space ratio from 6.00 to 8.56 to permit the development of an 11-storey mixed-use building containing commercial uses at grade and 68 secured market rental housing units above and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into an agreement securing all residential units as rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- I. no residential unit may be separately sold;
 - II. none of the residential units may be stratified;
 - III. no residential unit will be rented for less than one month at a time; and
 - IV. such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may, in their sole discretion, require,
- the ("Market Rental Housing Condition"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental 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 Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

Terms of Agreement

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement the following terms have the definitions now given:

- (a) "424 Pender Lands" means those lands and premises that are located in the vicinity of the Lands and which are currently legally described as PID: 030-251-133, Lot 2 Block 35 District Lot 541 Group 1 New Westminster District Plan EPP75326;
- (b) "Agreement" means this agreement, including the foregoing Recitals, and any schedules attached hereto;
- (c) "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;
- (d) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (e) "City" means the City of Vancouver in its capacity as a corporate entity;
- (f) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (g) "City of Vancouver" means, save only for its use in Section 1.1(e), the City of Vancouver as a geographical location;
- (h) "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;
- (i) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "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;
- (k) "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;

- (l) "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;
- (m) "General Manager of Planning and Development" means the chief administrator, from time to time, of the City's Planning and Development Services Department and his or her successors in function and their respective nominees;
- (n) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (o) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (p) "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, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (q) "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;
- (r) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (s) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (t) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (u) "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 Building, development or partial development on the Lands or any portion of the Lands;

- (v) "Owner" means the Transferor and any successors in title to the Lands or a portion of the Lands;
- (w) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) "Rezoning" means the rezoning of the Lands described in Recital C of this Agreement;
- (z) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel; and
- (aa) "*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 Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than 68 residential units on the

Lands in accordance with the Market Rental Housing Condition, the Rezoning, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units");

- (c) throughout the Term, not less than 44% of the Market Rental Housing Units will have at least two bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines (the "Two-Bedroom Family Units");
- (d) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for 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 Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee complies with Section 6.1;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

- 2.2 City's Acknowledgement. The City acknowledges that if the Lands and the 424 Pender Lands are developed in accordance with the respective conditions for rezoning, not less than 25% of the aggregate of the Market Rental Housing Units and the 424 Market Rental Housing Units will be Two-Bedroom Family Units. The requirement for 44% of the Market Rental Housing Units to be Two-Bedroom Family Units under Section 2.1(c) will result in a reduction in the percentage of market rental

housing units on the 424 Pender Lands (the "424 Market Rental Housing Units") which must be Two-Bedroom Family Units such that, if the Lands and the 424 Pender Lands are developed in accordance with the respective conditions for rezoning, not less than 25% of the aggregate of the Market Rental Housing Units and the 424 Market Rental Housing Units will be Two-Bedroom Family Units.

**ARTICLE 3
RECORD KEEPING**

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

**ARTICLE 4
ENFORCEMENT**

- 4.1 **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 5
RELEASE AND INDEMNITY**

- 5.1 **Release and Indemnity.** Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, and subject to Section 5.3, 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;
 - (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (iii) withholding any permit pursuant to this Agreement; or
 - (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (v) 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.

5.2 Nature of Indemnities. 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.

5.3 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 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(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 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(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.
- 5.4 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 TRANSFER OF LANDS

- 6.1 **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 6.1, 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.

ARTICLE 7 NOTICES

- 7.1 **Notice.** 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, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia:
- (a) In the case of the Owner addressed to it at:
- Onni Development (Pender) Corp.
300 - 500 Robson Street
Vancouver, B.C. V6B 2B7
- Attention: Jason Newton
- (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 strata plan, 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.
- 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 Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 8.13 **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. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 8.14 **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.
- 8.15 **Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.

- 8.16 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.
- 8.17 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.
- 8.18 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.
- 8.19 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.

8.20 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.

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 CA3649217 and the Assignment of Rents Mortgage CA3649218;
- (b) "Existing Chargeholder" means The Bank of Nova Scotia;
- (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

EXPLANATION

A By-law to amend Energy Utility System By-law No. 9552 regarding the service area

The map attached to the By-law to amend the Energy Utility System By-law enacted on March 13, 2018 inadvertently excluded an area from the service area. Enactment of the attached By-law will correct this error.

Director of Legal Services
April 17, 2018

BY-LAW NO.



**A By-law to amend Energy Utility System By-law No. 9552
regarding the service area**

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

1. This By-law amends the indicated provisions of the Energy Utility System By-law.
2. Council repeals Schedule A, and substitutes the Schedule A attached to this By-law.
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 day of enactment.

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

SCHEDULE A

BOUNDARIES OF SERVICE AREA

