

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: RM-11, RM-11N, and RM-12N District Schedules**

Enactment of the attached By-law will delete certain RS-1 and RS-5 areas from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of June 26, 2018 regarding the rezoning of these areas to RM-11, RM-11N, RM-12N, and C-2.

Director of Legal Services
September 18, 2018

46.

By-law to amend the Subdivision By-law
Re: RM-11, RM-11N, and
RM-12N District Schedules

BY-LAW NO.

**A By-law to amend Subdivision By-law No. 5208
with regard to the RM-11, RM-11N, and RM-12N District Schedules**

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

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council amends the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law to delete the RS-1 and RS-5 areas being rezoned to RM-11, RM-11N, RM-12N, and C-2, by deleting therefrom the properties shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
3. Council amends Table 1 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-11, RM-11N, and RM-12N as follows:

District		Minimum Parcel Width	Minimum Parcel Area
RM-11	Multiple Dwelling	40' [12.192 m]	4,800 sq. ft. [445.935 m ²]
RM-11N	Multiple Dwelling	40' [12.192 m]	4,800 sq. ft. [445.935 m ²]
RM-12N	Multiple Dwelling	40' [12.192 m]	4,800 sq. ft. [445.935 m ²]

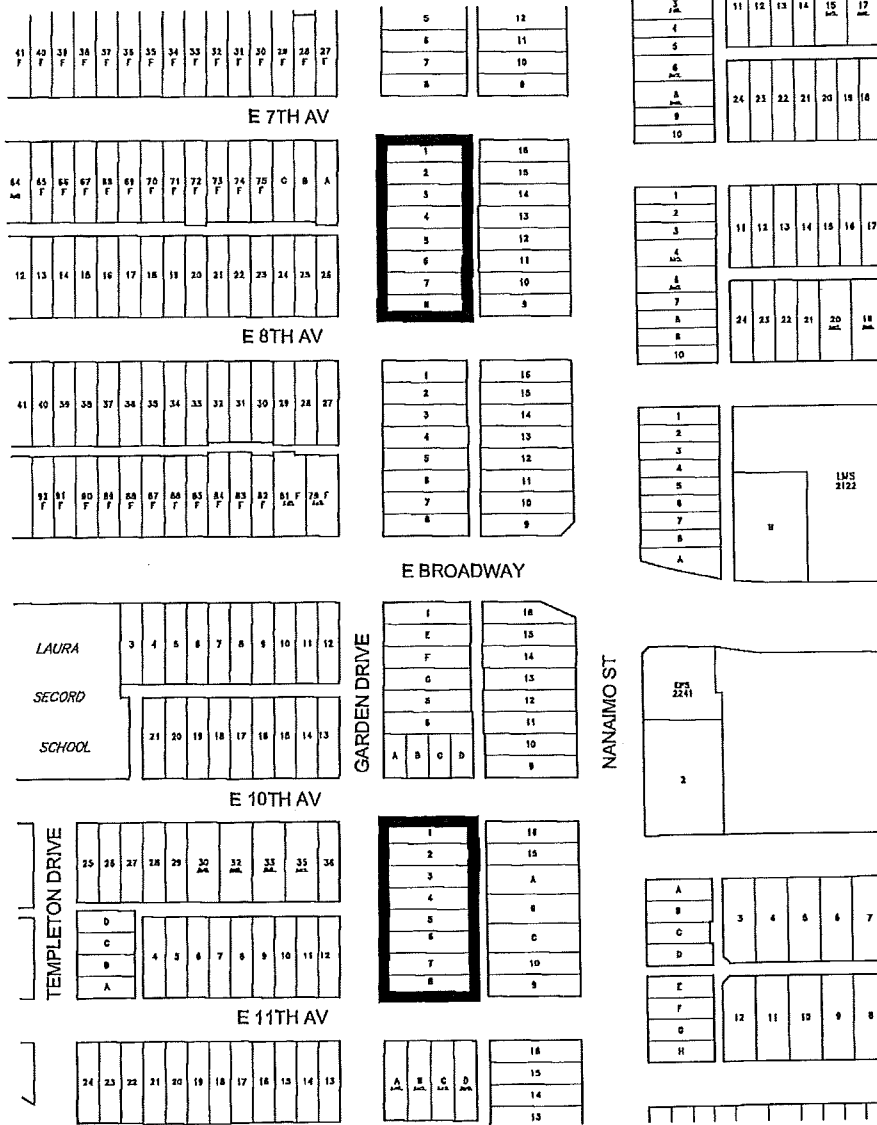
4. Council amends Table 2 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-11, RM-11N, and RM-12N as follows:

District		Minimum Parcel Width	Minimum Parcel Area
RM-11	Multiple Dwelling	30' [9.144 m]	3,000 sq. ft. [278.709 m ²]
RM-11N	Multiple Dwelling	30' [9.144 m]	3,000 sq. ft. [278.709 m ²]
RM-12N	Multiple Dwelling	30' [9.144 m]	3,000 sq. ft. [278.709 m ²]

5. 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.

Schedule A

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



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

Grandview-Woodland - RM-11

map: 1 of 1

scale: NTS

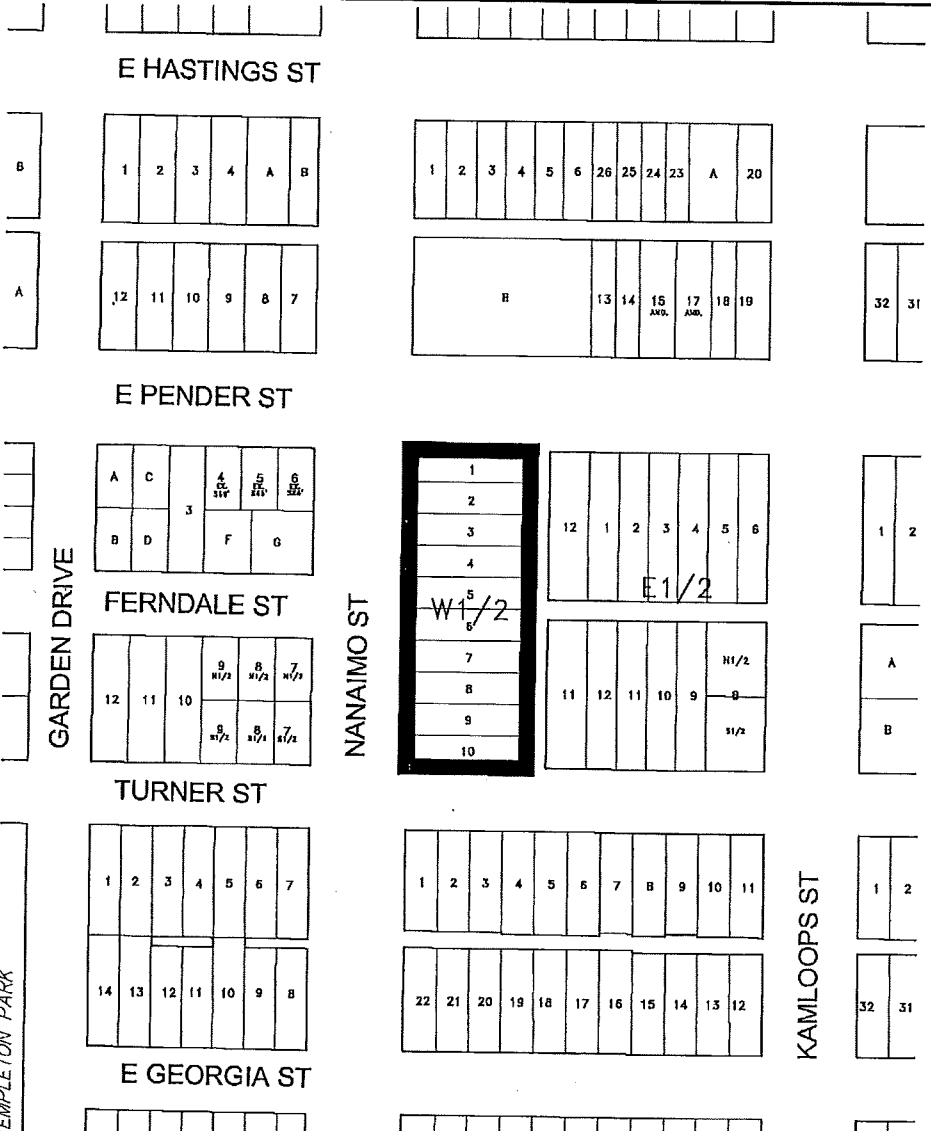


City of Vancouver

date: 2018-07-25

Schedule A

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



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

Grandview-Woodland - RM-12N

map: 1 of 5
scale: NTS

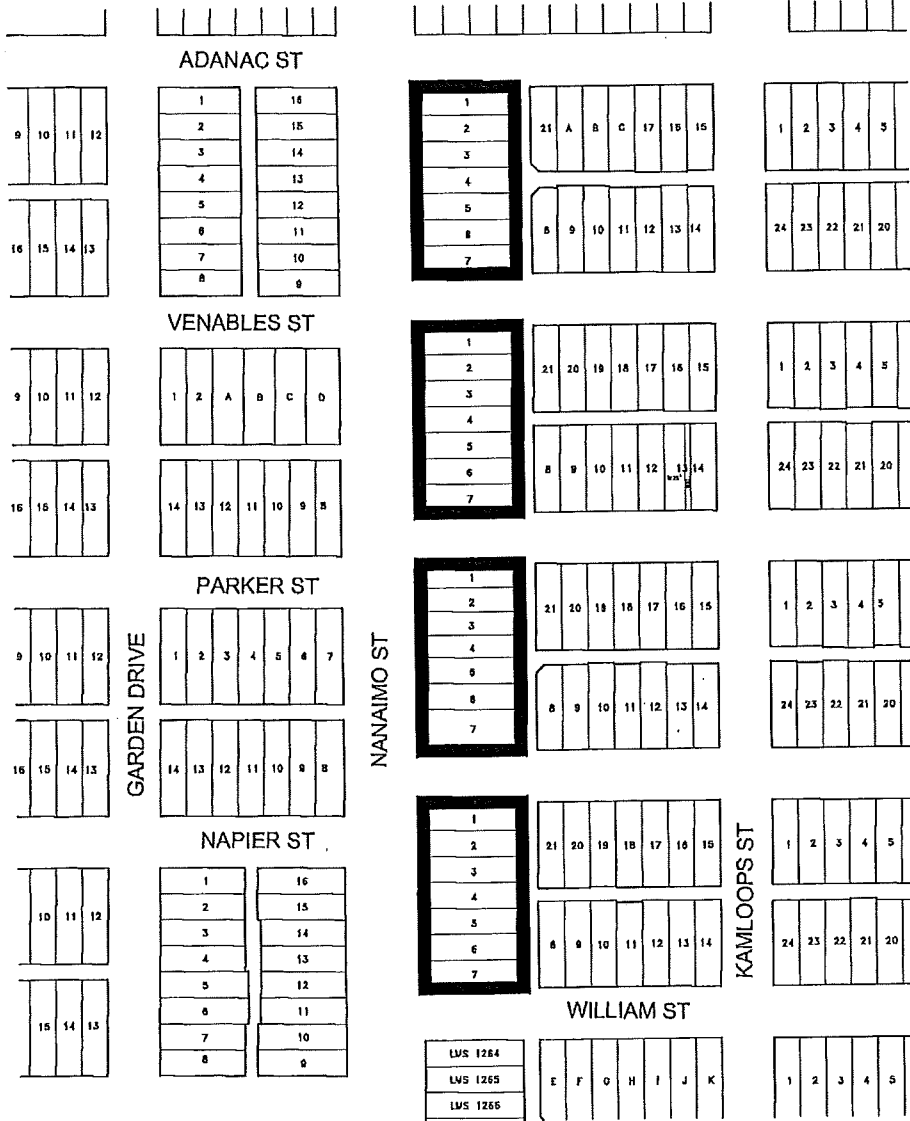



City of Vancouver

date: 2018-07-25

Schedule A

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



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

Grandview-Woodland - RM-12N

map: 2 of 5

scale: NTS

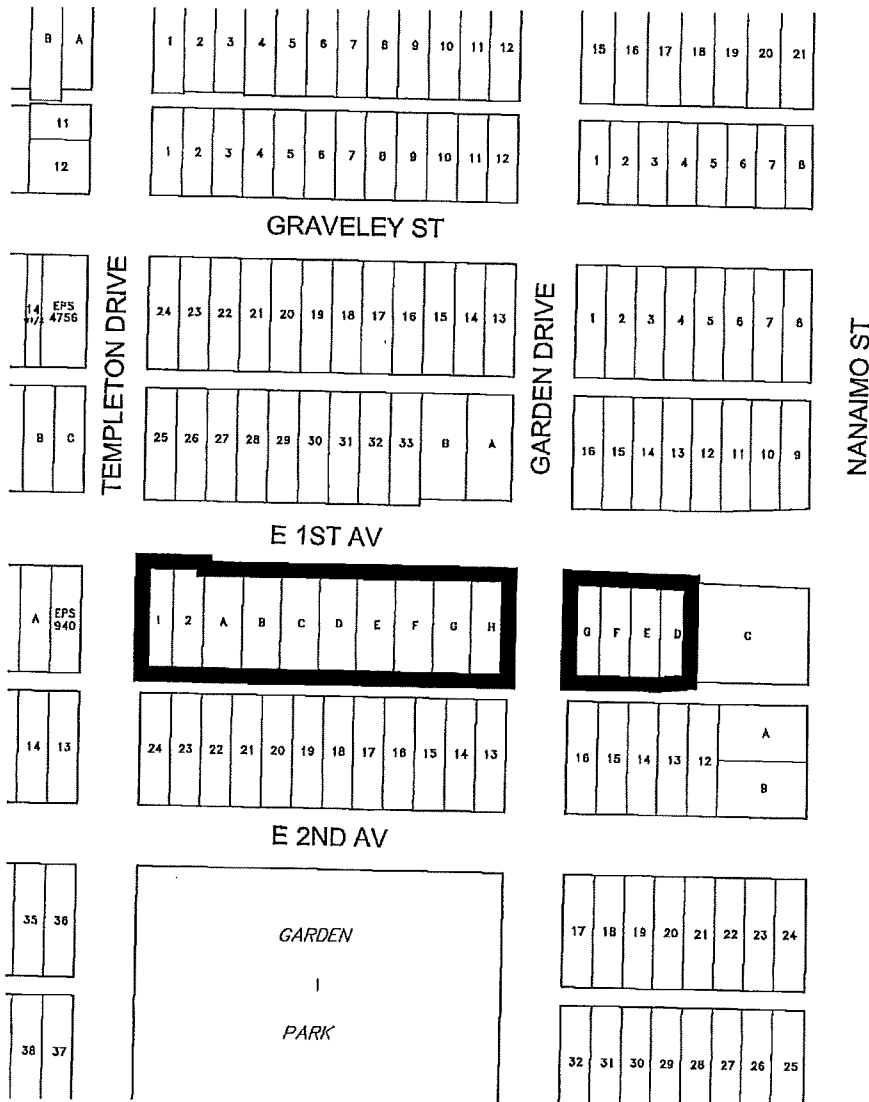


City of Vancouver

date: 2018-07-25

Schedule A

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



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

Grandview-Woodland - RM-12N

map: 3 of 5

scale: NTS

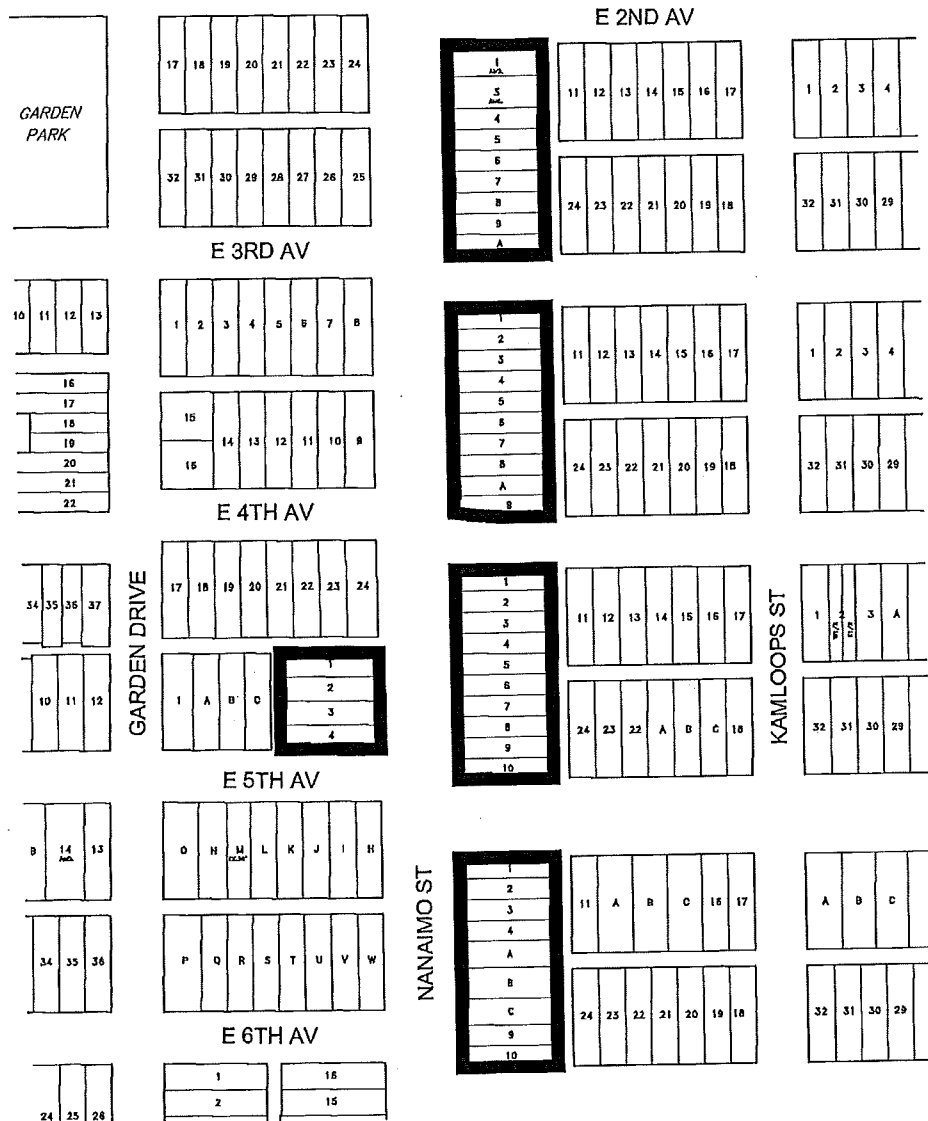



City of Vancouver

date: 2018-07-25

Schedule A

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



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

Grandview-Woodland - RM-12N

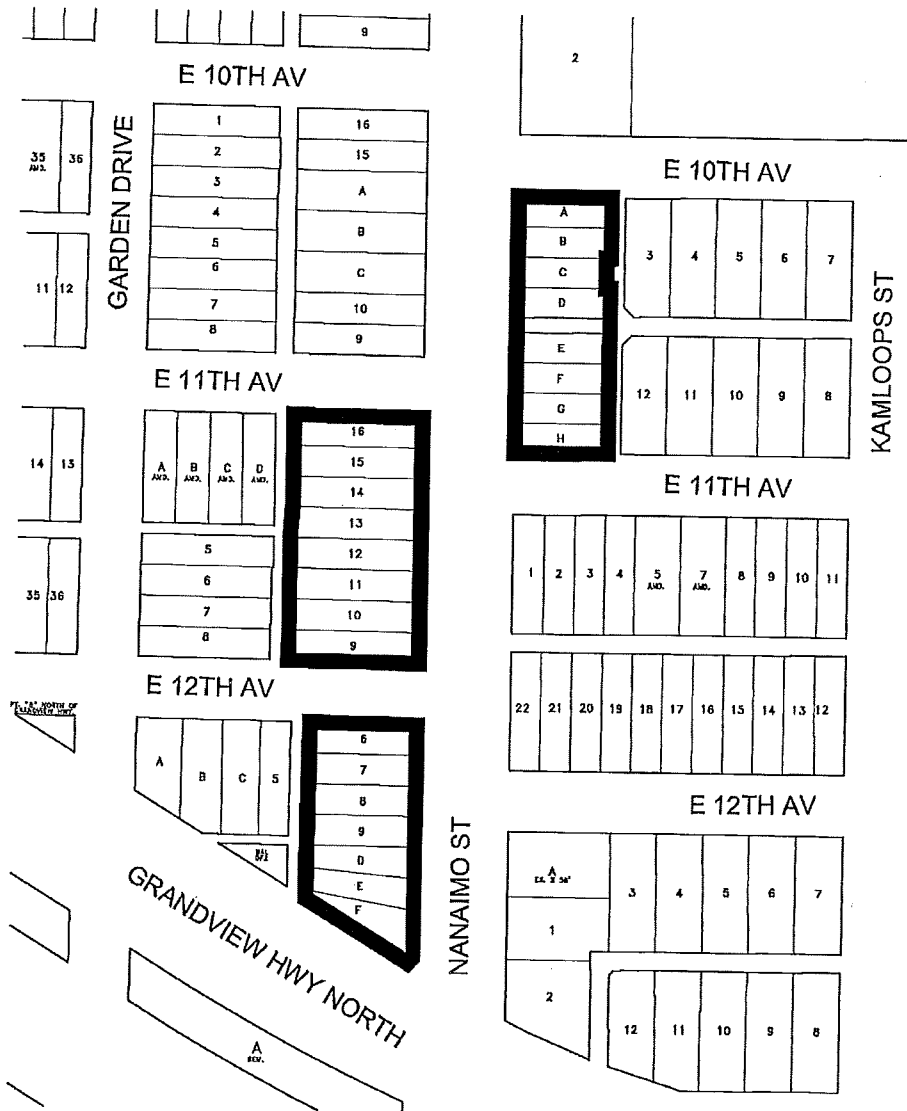
map: 4 of 5
 scale: NTS



City of Vancouver

date: 2018-07-25

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



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

Grandview-Woodland - RM-12N

map: 5 of 5
 scale: NTS

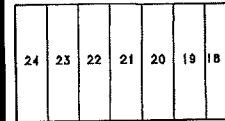
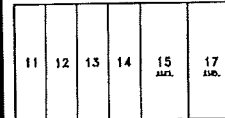
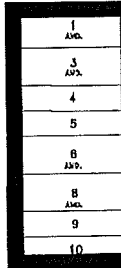
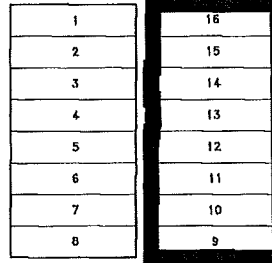
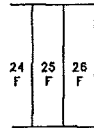
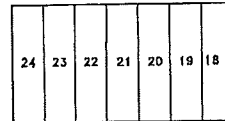
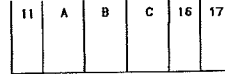
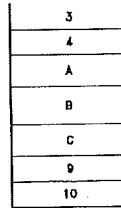
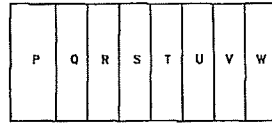
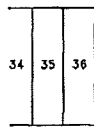


City of Vancouver

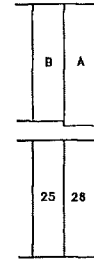
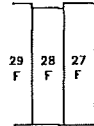
date: 2018-07-25

Schedule A

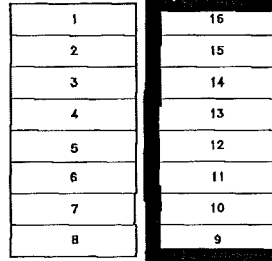
By-law No. _____ being a By-law to amend By-law No. 5208
being the Subdivision By-law



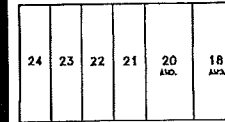
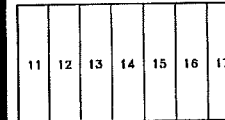
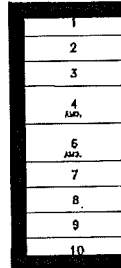
E 6TH AV



GARDEN DRIVE

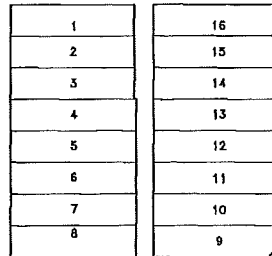
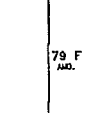
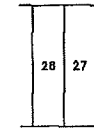


NANAIMO ST

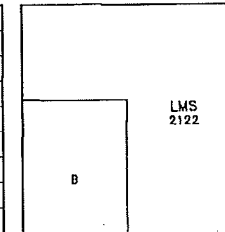
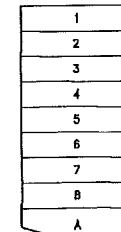


E 7TH AV

KAMLOOPS ST



E BROADWAY



E 8TH AV

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

Grandview-Woodland - C-2

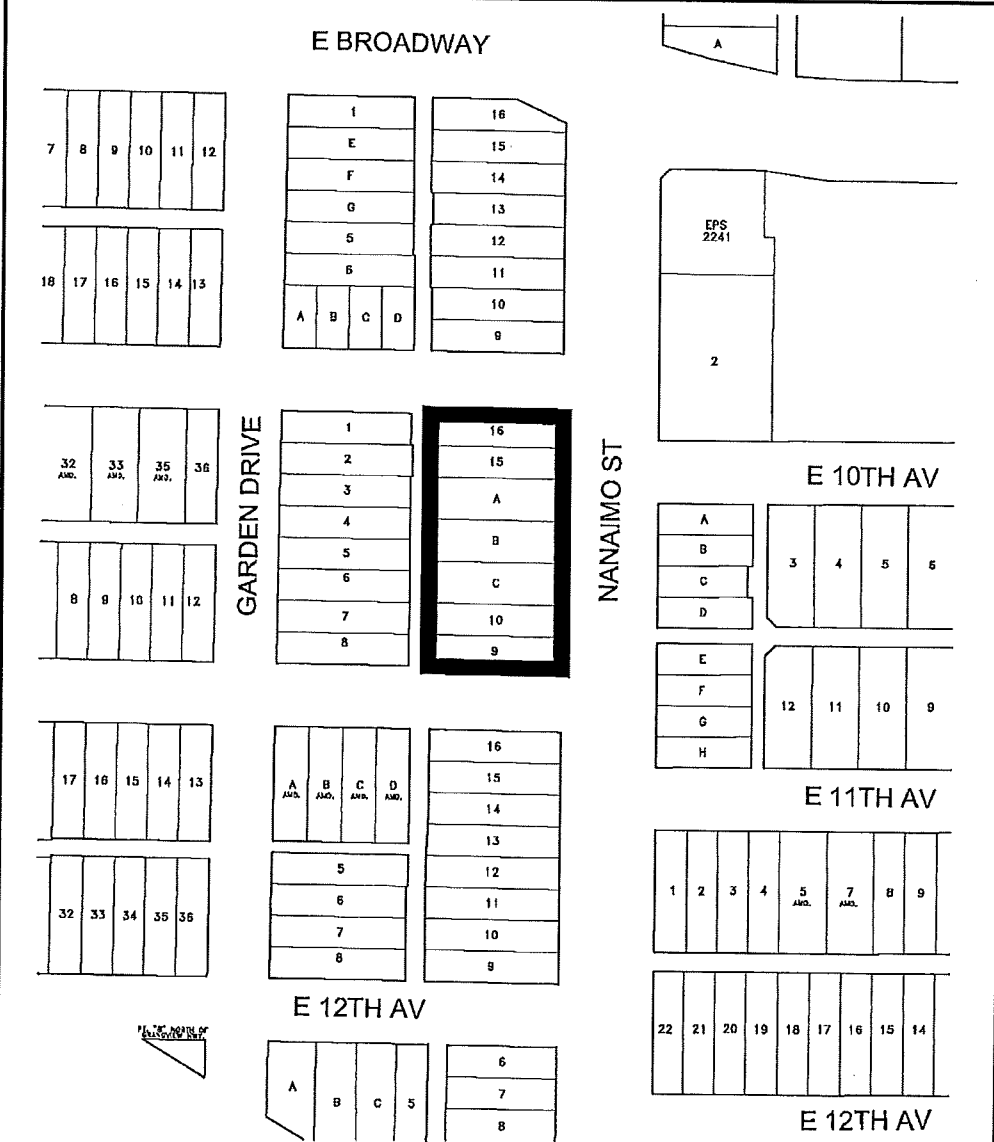
map: 1 of 3
scale: NTS



City of Vancouver

date: 2018-07-25

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



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

Grandview-Woodland - C-2

map: 2 of 3
 scale: NTS



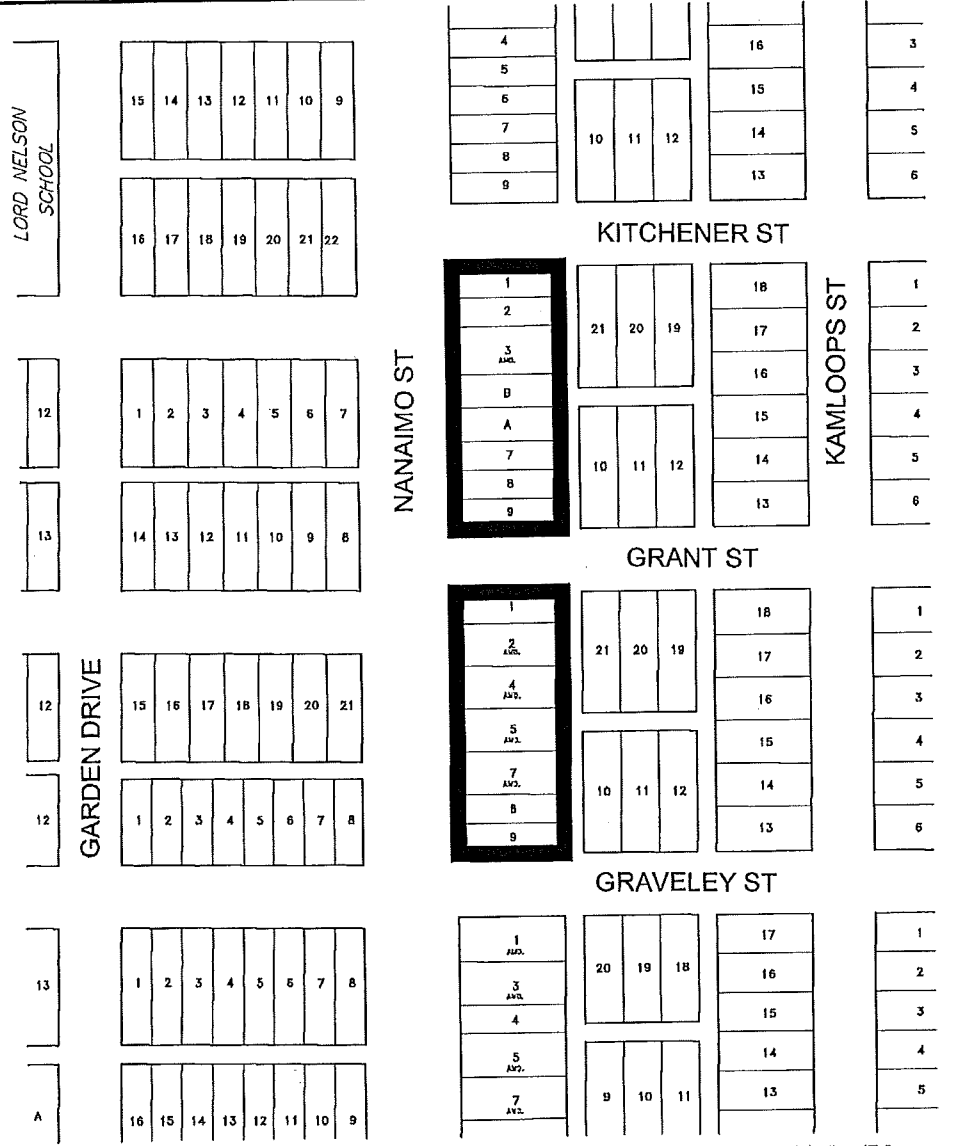
City of Vancouver

date: 2018-07-25

Schedule A

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

being the Subdivision By-law



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

Grandview-Woodland - C-2

map: 3 of 3
scale: NTS



City of Vancouver

date: 2018-07-25

EXPLANATION**A By-law to amend the Parking By-law
Re: RM-11, RM-11N, and RM-12N District Schedules**

Following the Public Hearing on June 26, 2018 and Regular Council on July 10, 2018, Council gave approval to amend the indicated provisions of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

He.

By-law to amend the Parking By-law
Re: RM-11, RM-11N, and
RM-12N District Schedules

BY-LAW NO.

**A By-law to amend Parking By-law No. 6059
with regard to the RM-11, RM-11N, and RM12N District Schedules**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Section 4.2 "Table of Number of Required and Permitted Accessory Parking Spaces in R except for Downtown, C except for Downtown and Central Broadway, M, I except for Mount Pleasant industrial area, DEOD, and First Shaughnessy Districts, and Broadway Station Precinct shown outlined in heavy black on Map 4.5.", Council:
 - (a) amends section 4.2.1.3, under COLUMN 1 – BUILDING CLASSIFICATION, by inserting after "RM-10N" the words ", RM-11, RM-11N, and RM-12N";
 - (b) amends section 4.2.1.4, under COLUMN 1 – BUILDING CLASSIFICATION, by:
 - (i) striking out "Multiple Dwelling in RM-9A and RM-9AN" and substituting "Multiple Dwelling in RM-9A, RM-9AN, RM-11, RM-11N, and RM-12N"; and
 - (ii) striking out "Principal Dwelling Unit with a Lock-off Unit in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN, RM-9BN, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN, RM-10 and RM-10N", and substituting "Principal Dwelling Unit with a Lock-off Unit in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN, RM-9BN, RM-9BN, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN, RM-10, RM-10N, RM-11, RM-11N, and RM-12N".
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

**By-law to amend CD-1 (99) By-law No. 4238 and 4860
Re: 605-695 Southeast Marine Drive**

Following Public Hearing on July 17, 2018, Council approved a text amendment to CD-1 (99) 605-695 Southeast Marine Drive. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

EXPLANATION

A By-law to amend Downtown Official Development Plan By-law No. 4912

Following the public hearing on July 31, 2018, Council resolved to amend the Downtown Official Development Plan By-law No. 4912, regarding land use in Area N and Area L1. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HC.

Zoning and Development By-law
Downtown Official Development Plan
Re: Add hotel as a conditionally permitted
land use in Area N and Area L1

BY-LAW NO.

**A By-law to amend Downtown
Official Development Plan By-law No. 4912
regarding land use in Area N and Area L1**

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

1. This By-law amends the indicated provisions of the Downtown Official Development Plan By-law No. 4912.
2. In section 14(g) Service Uses under Section 1 – Land Use, Council adds “Hotel,” after “Bed and Breakfast Accommodation,”.
3. Council strikes out the note starting with “Ground floor retail, retail-commercial and service uses prohibited” in Map 2 under Section 2 – Retail Use Continuity, and substitutes the following:

“Ground floor retail, retail-commercial and service uses prohibited, except:

 - (a) in corner sites where up to 2,500 sq. ft. of retail, retail-commercial, and service uses are permitted;
 - (b) along Mainland Street frontage between Nelson and Smithe Streets, and along Nelson and Smithe street frontages between Mainland and Cambie Streets, for the life of the building existing as of December 11, 2001; and
 - (c) when permitted as accessory uses customarily ancillary to a hotel in the area denoted by the letter ‘N’ on Map 1.”.
4. In clause L of section 1 under Section 3 – Density, Council:
 - (a) strikes out the words “office uses, institutional uses, and cultural and recreational uses shall not in total exceed floor space ratio 1.00” and substitutes “office uses, institutional uses, cultural and recreational uses, and hotel use in the area denoted by the letter ‘L1’, shall not in total exceed floor space ratio 1.00”; and
 - (b) strikes out the words “retail and service uses are more particularly limited as follows:” and substitutes “retail and service uses, except hotel, are more particularly limited as follows:”.
5. Council strikes out clause N of section 1 under Section 3 – Density, and substitutes the following:

"N in the area denoted by the letter 'N', the maximum density for all uses shall be floor space ratio 5.00, except that:

- for a hotel use existing on or before September 18, 2018, the floor space ratio shall not exceed the greater of the floor space ratio existing on September 18, 2018, plus any difference in area excluded in the computation of floor space ratio of the existing use, or a maximum floor space ratio of 5.00;
- office uses, institutional uses, and cultural and recreational uses shall not in total exceed floor space ratio 1.00;
- retail and service uses, except hotel, are more particularly limited as follows:
- on Davie Street to a maximum of 10,000 square feet per site;
- on Burrard Street to a maximum of 20,000 square feet per site; and
- in all other locations to corner sites and to a maximum of 2,500 square feet per site;".

6. 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.

7. 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 Parking By-law
regarding updates to achieve Transportation 2040 actions**

At a Standing Committee meeting on July 25, 2018 Council approved proposed amendments to the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HU

BY-LAW NO.

A By-law to amend Parking By-law No. 6059

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In section 2, Council:
 - (a) strikes out the definition for "Disability Parking Space" and substitutes "Accessible Parking Space";
 - (b) strikes out Map 2B and substitutes a new Map 2B as attached to this By-law as Schedule A;
 - (c) adds a new definition, in correct alphabetical order, as follows:

"Social Housing HILS Units means dwelling units secured for households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;"
 - (d) adds a new definition, in correct alphabetical order, as follows:

"Traffic Demand Management Measures means measures intended to reduce reliance on personal motor vehicles by residents, patrons and visitors of a development, and to support reduced vehicle parking requirements;"
 - (e) adds a new definition, in correct alphabetical order, as follows:

"Traffic Demand Management Plan means a document forming part of a development permit application that sets out the commitments made by the owner of a development regarding the implementation of Traffic Demand Management Measures; and"
 - (f) adds a new definition, in correct alphabetical order, as follows:

"West End and Robson North Permit Area means those areas outlined by the dashed black line on Map 2B."
3. Council strikes out the words "Disability Parking Space" wherever they appear in sections 3 and 4 and substitutes "Accessible Parking Space".
4. Council strikes out sections 3.2.2, 3.2.2A, and 3.2.2B and substitutes the following:

"3.2.2 The Director of Planning, in consultation with the City Engineer, on conditions that are satisfactory to them, may reduce the minimum number of required off-street parking spaces.

- 3.2.3 The conditions referred to in section 3.2.2 must include the following:
- (a) the owner of the development must provide of a Transportation Demand Management Plan satisfactory to the Director of Planning; and
 - (b) the owner of the development must register against title to the development, with such priority as the Director of Legal Services may require, and in form and substance satisfactory to the Director of Legal Services, a covenant under section 219 of the Land Title Act of British Columbia, statutory right of way, or other instrument satisfactory to the Director of Legal Services, securing the Transportation Demand Management Measures set out in the Transportation Demand Management Plan, as appropriate.”.
5. Council strikes out Map 3.2.2A.
6. Council re-numbers sections 3.2.3 and 3.2.4 as 3.2.4 and 3.2.5.
7. In section 4.1.1, Council adds the words “and section 4.1.16” after “section 4.2”.
8. In section 4.1.3, Council:
- (a) strikes out “Outside an HA District or Sub-area C2” and substitutes “Outside Downtown”;
 - (b) in subsection (a), strikes out “outside an HA District or in sub-area C2” and substitutes “outside Downtown”; and
 - (c) in subsection (b), strikes out “outside an HA District or in sub-area C2” and substitutes “outside Downtown”.
9. In section 4.1.4, Council:
- (a) adds the words “and section 4.1.16” after “section 4.2”; and
 - (b) adds the words “, except that visitor parking for all dwelling uses, including live-work use, shall be calculated in accordance with section 4.1.16” after “gross floor area of such uses”.
10. In section 4.1.6, Council adds the words “and section 4.1.16” after “section 4.2”.
11. Council adds a new section 4.1.16 as follows:
- “4.1.16 Visitor Parking for Dwelling Uses including Live-Work, except Downtown

Where parking spaces are provided for dwelling uses, including live-work use, except Downtown, a minimum of an additional 0.05 parking spaces for every dwelling unit and a maximum of an additional 0.1 spaces for every dwelling unit must be provided and reserved for the use of visitors and shall be included in the calculation of any applicable maximum, except that if the provision of the minimum number of required visitor parking spaces causes the development to

exceed the maximum parking permitted, the number of visitor parking spaces shall be reduced by the number required to meet the maximum."

12. In the title of Column 1 in section 4.2.1, Council strikes out "Building Classification" wherever it appears and substitutes "Building Classification".
13. In Column 2 of section 4.2.1.4, opposite "Multiple Dwelling in RM-7, RM-7N and RM-7AN (not including Rowhouse)", Council strikes out "0.65" and substitutes "0.8".
14. In section 4.2.1.8, Council:
 - (a) in Column 1, strikes out the words "Three or more dwelling units designated solely for senior citizens' housing under the provisions of the National Housing Act, or other similar use." and substitutes "Social Housing HILS Units."; and
 - (b) in Column 2, strikes out "A minimum of one space for every six dwelling units." and substitutes "A minimum of 0.3 spaces per unit for units with fewer than 2 bedrooms, and a minimum of 0.5 spaces per unit for units with 2 or more bedrooms."
15. In section 4.2.1.9, Council:
 - (a) in Column 1, strikes out the words "Three or more dwelling units designated solely for families of low income under the provisions of the National Housing Act." and substitutes "Three or more dwelling units designated solely as social housing low end of market units."; and
 - (b) in Column 2, strikes out "A minimum of one space for every two dwelling units." and substitutes "The rate applicable for secure market rental housing in section 4.5B1."
16. In section 4.2.1, Council adds a new section 4.2.1.9A, as follows:
 - (a) in Column 1, adds the words "Three or more dwelling units designated solely as shelter rate units."; and
 - (b) in Column 2, adds the words "1 space for every 15 units."
17. In Column 2 of section 4.2.1.13, Council strikes out the words "and car-sharing vehicle parking space".
18. Council strikes out sections 4.3.1 through 4.3.9, and substitutes the following:

"4.3.1 Non-residential Uses - Downtown

Except for accessible parking which is to be provided in accordance with section 4.8.4, and parking spaces for water based uses which are to be provided in accordance with section 4.2.4.9, all non-residential uses Downtown shall provide a maximum of one parking space for each 115 m² of gross floor area."

4.3.2 Residential Uses including Live-Work – Downtown, except in the West End and Robson North Permit Area

Except for accessible parking which is to be provided in accordance with section 4.8.4, and residential parking in the West End and Robson North Permit Area which is to be provided in accordance with sections 4.3.3 and 4.3.5, there is no minimum residential parking requirement for residential uses Downtown, including live-work use.

4.3.3 Residential Uses including Live-Work - West End and Robson North Permit Area

Except as provided in section 4.3.5, residential uses in the West End and Robson North Permit Area, including live-work use, shall provide the lesser of:

- (a) at least one parking space for each 140 m² of gross floor area; and
- (b) one parking space for every dwelling unit.

4.3.4 Residential Visitor Parking - Downtown

Where parking spaces are provided for residential uses Downtown, the lesser of

- (a) 5% of the total number of residential parking spaces; and
- (b) 0.05 spaces per dwelling unit,

to a maximum of 0.1 spaces per dwelling unit, must be designated and reserved for the use of visitors.

4.3.5 Social Housing HILS Units and Shelter Rate Units - West End and Robson North Permit Area

Except for accessible parking which is to be provided in accordance with section 4.8.4, no parking is required for Social Housing HILS Units or shelter rate units in the West End and Robson North Permit Area.

4.3.6 Transportation Demand Management - Downtown

Except for sites required to provide parking under section 4.3.3, the owners of all developments Downtown must provide a Traffic Demand Management Plan satisfactory to the Director of Planning.”.

19. In section 4.4, Council strikes out the words “Table of Number of Required and Permitted Accessory Parking Spaces for Heritage Sites Outside HA Districts and Sub-area C2 (Victory Square)” and substitutes “Number of Required and Permitted Accessory Parking Spaces for Heritage Sites Outside Downtown”.

20. In section 4.4.1, Council strikes out the words “an HA District and sub-area C2” and substitutes “Downtown”.

21. In section 4.4.2, Council strikes out the words “HA Districts and sub-area C2 (Victory Square)” and substitutes “Downtown”.

22. In section 4.4.3, Council strikes out the words "HA Districts and sub-area C2 (Victory Square)" and substitutes "Downtown".

23. Council strikes out section 4.4.4 and substitutes the following:

"4.4.4 Dwelling Uses

Dwelling uses on heritage sites outside Downtown shall provide a minimum amount of parking at 0.75 times the parking standards otherwise applicable for that location."

24. Council strikes out section 4.4.5.

25. Council strikes out section 4.4.6.

26. In section 4.5A.1, Council:

(a) in Column 1, adds the words "except for Social Housing HILS Units and shelter rate units" after "Multiple Dwelling";

(b) in Column 1, strikes out the two notes in square brackets; and

(c) in Column 2, strikes out the following:

"Despite the preceding paragraph in this Column 2, a minimum of 0.075 space for each dwelling unit and a maximum of 0.15 space for each dwelling unit for designated visitor parking unless the Director of Planning and General Manager of Engineering Services allow visitor parking off site at a location and on terms and conditions satisfactory to them.

Visitor parking shall be part of minimum parking requirements and the total of all spaces must not exceed the maximum parking limit.

For the purpose of calculating visitor parking spaces, the number of dwelling units is to include the number of live work units under section 4.5A.5 and social housing units under sections 4.5A.6, 4.5A.7, and 4.5A.8."

27. In Column 1 of section 4.5A.2, Council strikes out the note in square brackets.

28. Council strikes out the note in square brackets underneath section 4.5A.2.

29. In Column 2 of section 4.5B1, Council:

(a) strikes out the following:

", except that if the secured market rental housing is within two blocks of a rapid transit station, or within two blocks of the intersection of two distinct bus routes that run north to south and east to west, or within the Metro Core described in Map 3.2.2A, except for the downtown area and Southeast False Creek, the minimum parking requirements is 20% less.

A minimum, for visitor parking, of that number of spaces which is equal to 7.5% of the total number of dwelling units in the secured market rental housing.”; and

(b) strikes out the following:

“A maximum, for visitor parking, of that number of spaces which is equal to 15% of the total number of dwelling units in the secured market rental housing.”.

30. In section 4.9.1, Council adds “4.8.2A” and “4.8.4A” in the correct numerical order.

31. In subsection (a) of section 4.12.1, Council adds the words “or in the Mount Pleasant Industrial Area” after “Map 4.12.1”.

32. Council adds a new section 4.14 as follows:

“4.14 Transportation Demand Management Plan for Large Sites

All development sites involving a land parcel or parcels having a total site size of 8,000 m² or more, or containing 45,000 m² or more of new development floor area, must provide a Traffic Demand Management Plan satisfactory to the Director of Planning.”.

33. In section 5.5.2, Council:

(a) adds the words “requiring loading” after “individual occupancy use”; and

(b) adds the words “and sufficient space to conduct loading and unloading activities within the site” after “within a development to a space”.

34. In section 6.2.1, Council:

(a) in Column 1 of section 6.2.1.1:

(i) adds the words “including live-work use,” after “Dwelling Uses,”, and

(ii) strikes out “and 6.2.1.6” and substitutes “6.2.1.5, and 6.2.1.6”;

(b) strikes out section 6.2.1.2 and:

(i) in Column 1, substitutes “Multiple Dwelling, Infill Multiple Dwelling, or three or more dwelling units in conjunction with another use, including live-work, except as provided for in sections 6.2.1.3, 6.2.1.4 and 6.2.1.5.”, under Class A in Column 2, substitutes the following:

“A minimum of 1.5 spaces for every dwelling unit under 65 m².

A minimum of 2.5 spaces for every dwelling unit over 65 m² and under 105 m².

A minimum of 3 spaces for every dwelling unit over 105 m².”, and

- (iii) under Class B in Column 2, substitutes "A minimum of 2 spaces for any development containing at least 20 dwelling units, and one additional space for every additional 20 dwelling units.";
- (c) strikes out section 6.2.1.3 and:
- (i) in Column 1, substitutes "Three or more dwelling units designated solely for seniors citizens housing.",
 - (ii) under Class A in Column 2, substitutes "A minimum of 0.75 spaces for every dwelling unit, except that where designated spaces are provided for the purpose of parking mobility scooters, these designated spaces may form part of the required minimum.", and
 - (iii) under Class B in Column 2, substitutes "A minimum of 2 spaces for any development containing at least 20 dwelling units, and one additional space for every additional 20 dwelling units.";
- (d) strikes out section 6.2.1.4 and
- (i) in Column 1, substitutes "Shelter rate units.",
 - (ii) under Class A in Column 2, substitutes "A minimum of 0.75 spaces for every unit designed for single room accommodation or similar use, and according to the standard in Section 6.2.1.2 for all other units, except that where dwelling units have explicitly been designed to adequately accommodate bicycles, the Director of Planning may reduce this requirement.", and
 - (iii) under Class B in Column 2, substitutes "A minimum of 2 spaces for any development containing at least 20 dwelling units, and one additional space for every additional 20 dwelling units.";
- (e) strikes out section 6.2.1.5 and
- (i) in Column 1, substitutes "Seniors Supportive or Assisted Housing.",
 - (ii) under Class A in Column 2, substitutes "A minimum of 0.10 spaces for every residential unit.", and
 - (iii) under Class B in Column 2, substitutes "A minimum of 2 spaces for any development containing at least 20 dwelling units, and one additional space for every additional 20 dwelling units."; and
- (f) strikes out sections 6.2.1.6 and 6.2.1.7.

35. In section 6.2.4.1, under Class A in Column 2, Council strikes out "500 square metres" and substitutes "170 square metres".

36. In section 6.2.5.1, under Class A in Column 2, Council strikes out "500 square metres" and substitutes "340 square metres".

37. Council strikes out section 6.2.9.

38. Council strikes out section 6.2A.

39. In section 6.3.6, Council:

- (a) strikes out the words "where an elevator is supplied offering direct access to outside" and substitutes "where an elevator designed to accommodate the loading and unloading of at least two bicycles is provided, offering direct, convenient access to the outside"; and
- (b) adds the following new sentences to the end of the section as follows:

"Where an elevator is provided to access bicycle parking, a distinct call button for that elevator shall be provided on all levels with bicycle parking and all levels that provide access to the outside. Where an elevator is provided to access bicycle parking for residential uses, it shall not also be normally used for the loading or unloading of goods, for move in or move out activity associated with residential uses, or other activities which may significantly reduce accessibility to the elevator for people with bicycles."

40. Council strikes out section 6.3.9 and substitutes the following:

"6.3.9 Bicycle Space Size

All required Class A bicycle spaces shall have a minimum vertical clearance of 1.9 metres, shall be a minimum of 0.6 metres in width and shall be:

- (a) a minimum of 1.8 metres in length if the bicycles are to be placed horizontally; or
- (b) a minimum of 1.0 metres in length if the bicycles are to be placed vertically,

except that a minimum of 5% of the spaces must be oversized spaces of 2.4 metres in length and 0.9 metres in width, and may not be vertical or stacked spaces."

41. Council strikes out section 6.3.10 and substitutes:

"6.3.10 Bicycle Space Access

Except for the portion of the aisle directly in front of each oversized space as referred to in section 6.3.9, which shall be a minimum width of 1.5 metres, all required Class A bicycle spaces shall be independently accessible by means of an aisle of a minimum width of 1.2 metres, except that the Director of Planning, in consultation with the City Engineer, may permit a lesser width, to an absolute minimum of 0.9 metre, where the bicycle spaces served are provided more than the minimum required width. All access shall have a minimum vertical clearance of 1.9 metres. All doors on the route from Class A bicycle parking spaces to the outside shall be fitted with automatic door openers."

42. Council strikes out section 6.3.13 and substitutes:

"6.3.13 Vertical and Stacked Bicycle Spaces

Vertical bicycle space racks shall support the bicycle without the bicycle being suspended on the wheels. No more than 30% of the required Class A bicycle spaces may be vertical, and in total, no more than 60% of the required Class A bicycle spaces may be vertical and stacked. Stacked bicycle spaces shall be designed to provide access without the need to lift the bicycle entirely off of the ground, and must provide convenient access. Where the Director of Planning accepts equipment proposed for providing stacked bicycle spaces, the dimensions required in 6.3.9 may be reduced for those spaces, and the dimensions required in 6.3.10 may be increased."

43. In section 6.3.13A, Council strikes out "20%" and substitutes "10%".

44. In section 6.3.19, Council strikes out the word "The" and substitutes "Bicycle lockers shall be designed to accommodate a maximum of 1 bicycle, and the".

45. In section 6.4.2, Council strikes out "0.3" and substitutes "0.6".

46. Council adds a new sentence to the end of section 6.4.3 as follows:

"All doors on the route from Class B bicycle parking spaces to the outside shall be fitted with automatic door openers."

47. strikes out section 6.5.4 and substitutes the following:

"6.5.4 The number of water closets, wash basins and showers required by section 6.5.2 shall conform to Table 6.5A for Office and Retail and Service uses, and shall conform to Table 6.5B for all other uses."

48. Council adds the following as Table 6.5A:

"Table 6.5A

Use	Minimum Number Of:		
	Water Closets	Wash Basins	Showers
Office	1 water closet for every 10 Class A bicycle spaces up to 50 spaces and one for every 20 spaces above 50	1 wash basin for any development requiring between 5 and 10 Class A bicycle parking spaces, plus one for every additional 20 spaces up to 50 spaces and one for every 40 spaces above 50	1 shower for every 10 Class A bicycle spaces up to 50 spaces and one for every 20 spaces above 50

Retail and Service Uses	1 water closet for every 10 Class A bicycle spaces up to 50 spaces and one for every 20 spaces above 50	1 wash basin for any development requiring between 5 and 10 Class A bicycle parking spaces, plus one for every additional 20 spaces up to 50 spaces and one for every 40 spaces above 50	1 shower for any development requiring between 5 and 10 Class A bicycle spaces, plus one for every 40 spaces above 10
-------------------------	---	--	---

49. Council re-numbers Table 6.5 as Table 6.5B.

50. In section 7.2.1, Council strikes out the words "No requirement." in Column 2 for Class A and substitutes the following:

"A minimum of one space for any development with 50 to 125 dwelling units, plus one space for every additional 150 dwelling units."

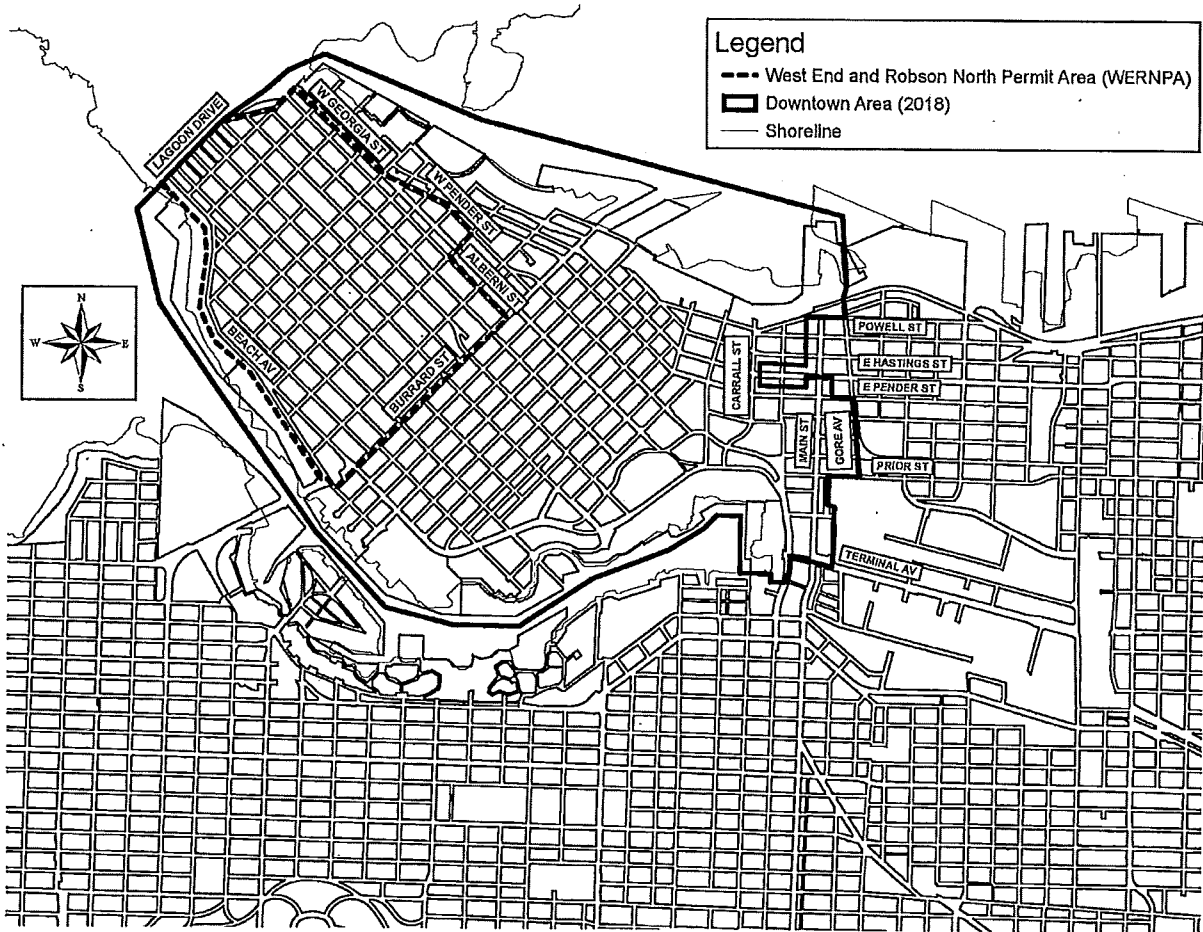
51. In section 7.2.4, Council:

- (a) renumbers section 7.2.4.1 as 7.2.4.2; and
- (b) adds a new section 7.2.4.1 by:
 - (i) in Column 1, adding the words "Office, except as required in 7.2.4.2",
 - (ii) under Class A in Column 2, adding the words "A minimum of one space for each 10,000 m² of gross floor area.",
 - (iii) under Class B in Column 2, adding the words "No Requirement.", and
 - (iv) under Class C in Column 2, adding the words "No Requirement."

52. In section 7.2.5.1, Council strikes out the words "No Requirement." under Class A in Column 2 and substitutes "A minimum of one space for each 4000 m² of gross floor area."

53. In section 7.3.2, Council:

- (a) strikes out the words "The minimum width of spaces must be 2.5 metres, the minimum vertical clearance of spaces must be 2.0 meters" at the beginning of the section and substitutes "Except for the first Class A passenger space for any site, which must be a minimum width of 4 m with a minimum vertical clearance of 2.3 m, the minimum width of spaces must be 2.9 m and the minimum vertical clearance of spaces must be 2.3 m,"; and
- (b) strikes out the words "and the minimum length of spaces" and substitutes "and the minimum length of all spaces, including the first Class A passenger space,".



EXPLANATION**A By-law to amend
Sign By-law No. 11879
Re: Housekeeping Amendments**

The attached By-law corrects inadvertent errors from amending By-law 12151, enacted on July 10, 2018, where Parts of the Sign By-law were incorrectly deleted. This By-law corrects these errors by reinstating the Parts that were deleted and by deleting the correct Parts as originally intended.

Director of Legal Services
September 18, 2018

HC.

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of Sign By-law 11879.
2. In Part 9.11, Council:
 - (a) inserts in the correct alphabetical order:
 - “(i) has a copy area no greater than 40% of the sign area if the sign has a border, frame or background, except that:
 - (i) a sign containing a logo only may have a copy area that is greater than 40% of the sign area, and
 - (ii) if the sign has a border, frame or background with a horizontal dimension no greater than 40% of the length of the frontage of the premises, it may have a copy area no greater than 60% of the sign area;” and
 - (b) inserts in the correct alphabetical order:
 - “(o) may face a lane if it:
 - (i) contains copy that identifies the principal occupant or building name only, and
 - (ii) has a vertical dimension no greater than 0.60 m and is no more than 2.5 m wide; and”.
3. In Part 10.7, Council:
 - (a) inserts in the correct alphabetical order:
 - “(i) in the HA-2 zoning district:
 - (i) has a copy area no greater than 40% of the sign area, if the sign has a border, frame or background,
 - (ii) may have a copy area greater than 40% of the sign area if the sign has a border, frame or background and contains a logo only,
 - (iii) has a vertical dimension no greater than 0.60 m,
 - (iv) does not have a plastic face, and
 - (v) in the case of premises with a frontage less than 30 m, is not on the same frontage of the premises as an awning sign;” and
 - (b) deletes 10.7 (l)(i) and renumbers 10.7 (l) (ii) and 10.7 (l) (iii) as 10.7 (l) (i) and 10.7 (l) (ii) respectively.

4. In Part 12.7, Council:

- (a) inserts in the correct alphabetical order:
 - “(i) has a sign area no greater than 0.30 m² for each metre of length of the frontage of the premises, if the sign does not have a frame, border or background;”;
- (b) deletes 12.7 (n)(i) and renumbers 12.7 (n) (ii) and 12.7 (n) (iii) as 12.7 (n) (i) and 12.7 (n) (ii) respectively; and
- (c) inserts in correct alphabetical order:
 - “(o) in the case of premises with a frontage less than 30 m, is not on the same frontage of the premises as an awning sign or canopy sign.”.

5. Council deletes the Part 13.15 Projecting Signs that had replaced Part 13.5 and replaces it with:

“13.5 Billboard Signs

A billboard sign is permitted, that:

- (a) is not:
 - (i) above the Georgia or Dunsmuir viaduct,
 - (ii) above the surface of the rails of a rapid transit guideway,
 - (iii) within 5.0 m of a street if the sign face is parallel to the street or forms an angle of less than 30 degrees with the street,
 - (iv) within 15 m of any sign containing third party advertising and located at a bus shelter,
 - (v) within 60 m of the Residential Sign District,
 - (vi) within 50 m of any other billboard sign, except a billboard sign mounted parallel to it and on the opposite side of the same building,
 - (vii) within 60 m of the centre line of the rails of any rapid transit guideway or passenger railway, or
 - (viii) within 50 m of an elevated bridge entrance or exit ramp, if the height of the billboard sign exceeds the height of the ramp;
- (b) is limited to four signs on a site, not including the multiple faces on a single billboard sign resulting from indexing, except that two parallel copy areas mounted back to back on the same structural support are considered to be one billboard sign;
- (c) is enclosed to conceal all components of the back of the copy area, if consisting of a single face;
- (d) if mounted on a building, projects no more than 0.60 m, excluding any externally mounted lighting;
- (e) is no more than:
 - (i) 6.25 m in height, if more than 3.7 m in width, and
 - (ii) 7.0 m in height, if 3.7 m or less in width;
- (f) has a sign area no greater than 21.5 m²;
- (g) does not encroach over a street; and
- (h) if located within 20 m of the frontage of a building that contains a public entrance, is no closer to the street than:
 - (i) the building face, or

- (ii) if there are two building faces fronting the street, any point along a straight line connecting the nearest points of the two building faces.”.

6. In Part 13.8, Council:

- (a) inserts in the correct alphabetical order:

- “(i) may have a copy area that is greater than 40% of the sign area if the sign has a border, frame or background and contains a logo only;”;

- (b) inserts in the correct alphabetical order:

- “(n) may face a lane, if it:

- (i) contains copy that identifies the principal occupant or building name only, and

- (ii) has a vertical dimension no greater than 0.60 m and is no more than 2.5 m wide; and”.

7. Council deletes the original Part 13.15 Projecting Signs and replaces it with:

“13.15 Projecting Signs

A projecting sign is permitted, that:

- (a) is perpendicular to the building face except that on a corner site, it may be on an angle at the corner of the building;
- (b) has a space no greater than 0.30 m between the sign and the building face, excluding architectural features;
- (c) limited to:
 - (i) one sign at the first storey on each frontage of the premises, and
 - (ii) for a multi-storey building with a frontage less than 100 m, one sign, which may include either the names of occupants or the building name, or
 - (iii) for a multi-storey building with a frontage 100 m or longer, two signs, which may include either the names of occupants or the building name;
- (d) on a one-storey building, is the lower of 6.0 m in height or 1.8 m above the roof line;
- (e) on a multi-storey building, is the lower of 21 m in height or the roof line, except that:
 - (i) if the second storey is set back 4.5 m or less from the front face of the first storey at the sign location, the sign must not extend above the roof line of the first storey, and
 - (ii) if the second storey is set back more than 4.5 m from the front face of the first storey at the sign location, the sign is the lower of 6.0 m in height or 1.8 m above the roof line of the first storey;
- (f) has a support structure extending no more than 0.30 m above the roof line;
- (g) projects no more than 4.5 m from the building face;
- (h) has a sign area that may at least 0.75 m², and must be the lesser of 9.0 m², or 0.30 m² for each metre of length of the frontage of the premises, excluding any sign area comprised of embellishments to a maximum of 20% of the sign area excluding that area comprised of embellishments only;
- (i) has a copy area no greater than 40% of the sign area;
- (j) may have a copy area that is greater than 40% of the sign area, if the sign consists of a logo only;

- (k) is not on the same frontage of a site as a free-standing sign that identifies the same occupant;
- (l) may encroach over a street at least 0.60 m; except that:
 - (i) it must not encroach more than 25% of the distance between the sign and the nearest property line of an adjacent site or the point where the frontages of adjacent premises meet, to a maximum of 3.0 m, and
 - (ii) if serving two or more adjacent or shared premises, the calculation of the permitted encroachment must be based on the combined frontages of those premises; and
- (m) for the purpose of calculating the frontage of premises located at a corner, frontage means the average length of the two frontages of the premises.”.

8. In Part 14.7, Council:

(a) inserts in the correct alphabetical order:

“(i) has a copy area no greater than 0.60 m² for each metre of length of the frontage of the premises if the sign does not have a frame, border or background;”; and

(b) inserts in the correct alphabetical order:

“(l) may face a lane if it:

(i) contains copy that identifies the principal occupant or building name only, and

(ii) has a vertical dimension no greater than 0.60 m and is no more than 2.5 m wide; and”.

9. 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.

10. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2075 West 12th Avenue**

After the public hearing on December 12, 2017, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Community Services and the Director of Legal Services, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed 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 the Housing Agreement with the land owner.

Director of Legal Services
September 18, 2018

**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.230, 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.: 16-2653
Doc. No.: 121902955 / terms 121903085

Deduct LTSA Fees? Yes

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

**014-181-002 LOT 4 (REFERENCE PLAN 5178) OF LOT A BLOCK 385 DISTRICT LOT 526
PLAN 1949**

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) 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):

STRAND ARBUTUS DEVELOPMENT LIMITED (INC.NO. 1080692)

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

**CITY OF VANCOUVER
A MUNICIPAL CORPORATION
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)

NEIL R. DAVIE*
BARRISTER & SOLICITOR
NORTON ROSE FULBRIGHT CANADA LLP
SUITE 1800 - 510 WEST GEORGIA STREET
VANCOUVER, B.C. V6B 0M3
(604) 641-4930
*LAW CORPORATION

Execution Date

Y	M	D
18	08	21

Transferor(s) Signature(s)

**STRAND ARBUTUS
DEVELOPMENT LIMITED, by its
authorized signatory(ies):**

MICHAEL MACKAY*

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE
NATURE OF INTEREST
Covenant

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
--------------------	------------	------------------------

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

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR MARKET RENTAL HOUSING
2075 WEST 12th AVENUE

WHEREAS:

A. Capitalized terms used in this Agreement will have the respective meanings ascribed to them in Section 1.1, unless otherwise defined herein or the context otherwise requires;

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

- (i) the Transferor, STRAND ARBUTUS DEVELOPMENT LIMITED, 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 the corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to the geographic location;

C. The Owner is the registered owner of the Lands;

D. The Owner made an application to rezone the Lands from C-7 (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a six-storey residential building with 48 secured market rental housing units, and after a public hearing to consider the rezoning, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the following condition:

"6. 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 market rental housing units for the longer of 60 years or the life of the building, subject to the following additional conditions:

- (i) *A no separate-sales covenant;*
- (ii) *A no stratification covenant;*
- (iii) *That none of such units will be rented for less than one month at a time;*
- (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.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City, by by-law, enacted pursuant to section 565.2 of the Vancouver Charter."

E. The Owner and the City are entering into this Agreement to satisfy the foregoing condition.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

- 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;
 - (b) "Building" means any new building or structure built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
 - (c) "Building Permit" means any building permit issued by the City authorizing the building of the Building as contemplated by the Development Permit;
 - (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital B(ii);
 - (e) "City Manager" means the chief administrator from time to time of the City and his 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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
 - (h) "Development" means the development on the Lands described in Recital D and approved by the Development Permit;
 - (i) "Development Permit" means a development permit issued by the City at any time following date this Agreement is fully executed by the parties, authorizing the Development on the Lands or any portion of the Lands as contemplated by the Rezoning;
 - (j) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;

- (k) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the City's Community Services Department and his/her successors in function and their respective nominees;
- (l) "Housing Unit" means a self-contained residential 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 in the Form C attached hereto, and includes any lots or 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, 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) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the Building or any other development or partial development on the Lands contemplated by the Development Permit;
- (q) "Owner" means the registered owner of the Lands as of the Commencement Date, namely Strand Arbutus Development Limited, and all of its permitted assigns, successors and successors in title to the Lands or any part thereof;
- (r) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (s) "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 arms' length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (t) "Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c), and "Rental Housing Unit" means any one of such Units;
- (u) "Replacement Rental Housing Unit" has the meaning ascribed to that term in section 2.1(j) and "Replacement 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" means the rezoning of the Lands described in Recital D of this Agreement;
- (x) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building;
- (y) "Vancouver" has the meaning ascribed to that term in Recital B(ii); and
- (z) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE, SALE AND SUBDIVISION

2.1 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) if it carries out any development on the Lands after the Commencement Date, it will construct, fit and finish, at its sole cost and expense, the Building to contain forty-eight (48) Housing Units (or such other similar amount as may be approved at the Development Permit stage) and related amenity and parking spaces, in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) throughout the Term, not less than all of the Housing Units will be used only for the purpose of providing Rental Housing (the "Rental Housing Units");
- (d) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Rental Housing Unit (or Replacement For Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same owner, and subject further to Section 7.9;

- (f) throughout the Term, it will not suffer, cause or permit the Lands or the 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;
- (g) throughout the Term, any sale of a Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) 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 Rental Housing Units (or Replacement Rental Housing Unit, as applicable) 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; and
- (j) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Rental Housing Units as the Building formerly contained, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to

the General Manager of Arts, Culture and Community Services, proof that the insurance, consistent with the requirements of Section 2.1(h), is in force and effect; and

- (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 3.1(a).

- 3.2 Without limiting the general scope of Article 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the Building until there is compliance with the provisions of this Article 3.

ARTICLE 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

- 5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from 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 Building or any part thereof;
- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

5.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its

possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 6 NOTICES

- 6.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

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

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

If to the Owner:

Strand Arbutus Development Limited
2160 - 650 West Georgia Street
Vancouver, British Columbia
V6B 4N7

Attention: Mike Mackay

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

**ARTICLE 7
MISCELLANEOUS**

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

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or Development Permit; and
 - (c) which the Director of Legal Services has determined, in her/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 7.8 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.
- 7.9 Sale or Transfer of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(e) and 2.1(f), 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 7.9 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).
- 7.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

IN WITNESS WHEREOF the parties have executed this Agreement on the Land Title Act Forms which are a part hereof.

EXPLANATION**A By-law to amend the Zoning & Development By-law
Re: Amendments related to the HA-1 and HA-1A Districts Schedule
(Chinatown Historic Area)**

Following the Public Hearing on June 28, 2018 and July 4, 2018, and the Regular Council meeting on July 10, 2018, Council gave approval to amend the Zoning and Development By-law for the Chinatown HA-1 and HA-1A district schedules and design guidelines. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

"Schedule A"

**HA-1 and HA-1A Districts Schedule
(Chinatown Historic Area)**

1 Intent

Chinatown is one of the city's original communities. It is a distinct community, which was established in response to the cultural and social needs of its Chinese population, primarily from Guangdong Province. The resulting "Chinatown Architecture" combined 19th century building patterns from Guangdong Province - which themselves were influenced by early contact with European, primarily Portuguese and Italian, cultures - with the local adaptations of Victorian forms. The significant buildings of this period were built between the Great Fire of 1886 and the beginning of the Great Depression in 1929 and many are protected heritage properties. Chinatown has traditionally accommodated a variety of uses from retail to residential to light industrial with a degree of tolerance not found in all parts of the city.

The intent of this Schedule is to encourage the preservation and rehabilitation of the significant early buildings of Chinatown, while recognizing that the evolving activities that make this district an asset to the city need to be accommodated contextually. The Schedule may permit a range of uses provided that reasonable, but not rigorous, concerns for compatibility are met.

To achieve this intent, this Schedule provides the basic development controls that regulate land uses and building form. There are two Districts: HA-1 corresponds to the boundaries of the protected heritage properties and the National Historic Site on Pender Street; HA-1A is the remainder of Chinatown. There are also two sets of related design guidelines. The guidelines are important for achieving an appropriate level of design sensitivity.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with section 2.3 and the regulations of this Schedule, the uses listed in section 2.2 shall be permitted as specified in sections 2.2.1 and 2.2.2 and shall be issued a permit.

2.2 Uses

2.2.1 The uses listed in section 2.2.1 shall be permitted in the HA-1 and HA-1A Districts.

2.2.1.A • Accessory Uses customarily ancillary to any of the uses listed in this Schedule, but not including the sale of liquor accessory to a hotel, provided that unless permitted as an outright approval use pursuant to section 2 of this Schedule, the total floor area of all accessory uses is not greater than 25 per cent of the gross floor area of the principal use, and all accessory uses are located within the principal building.

2.2.1.C [Cultural and Recreational]

- Artist Studio - Class A, subject to the provisions of section 11.18 of this By-law.
- Arts and Culture Indoor Event.
- Club.
- Community Centre or Neighbourhood House.
- Fitness Centre.
- Library.
- Museum or Archives.

2.2.1.DW [Dwelling]

- Dwelling Uses, provided that a minimum of 25% of the total number of dwelling units contain 2 or more bedrooms.
- Residential Unit associated with and forming an integral part of an Artist Studio - Class A, subject to the provisions of section 11.19 of this By-law.

2.2.1.I [Institutional]

- Child Day Care Facility.
- Church.
- School - Elementary or Secondary.
- School - University or College.
- Community Care Facility – Class A.

2.2.1.M [Manufacturing]

- Bakery Products Manufacturing.
- Clothing Manufacturing.
- Jewellery Manufacturing.
- Printing and Publishing.
- Shoes or Boots Manufacturing.
- Textiles or Knit Goods Manufacturing.

2.2.1.O [Office]

- Financial Institution provided that it occupies a floor at least 3.0 m above grade or, in the case of a floor at or near grade, was in existence as of December 6, 1994.
- General Office.
- Health Care Office.
- Health Enhancement Centre.

2.2.1.R [Retail]

- Furniture or Appliance Store.
- Grocery or Drug Store.
- Retail Store.

2.2.1.S [Service]

- Auction Hall.
- Barber Shop or Beauty Salon.
- Beauty and Wellness Centre.
- Bed and Breakfast Accommodation, subject to the provisions of section 11.4 of this By-law.
- Catering Establishment.
- Laboratory.
- Laundromat or Dry Cleaning Establishment.
- Photofinishing or Photography Laboratory.
- Photofinishing or Photography Studio.
- Print Shop.
- Production or Rehearsal Studio.
- Repair Shop - Class B.
- Restaurant - Class 1.
- School - Arts or Self-Improvement.
- School - Business.
- School - Vocational or Trade.

2.2.1.U [Utility and Communication]

- Radiocommunication Station.

2.3 Conditions of Use

2.3.1 All uses listed in this section shall be carried out wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
- (b) restaurant and refreshment facilities; and
- (c) display of flowers, plants, fruits, and vegetables.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this By-law, and the provisions and regulations of this Schedule, the Development Permit Board may approve any of the uses listed in section 3.2, subject to the conditions of section 3.3, and including such other conditions as it may decide, provided that it first considers:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the submission of any advisory group, property owner or tenant; and
- (c) the appropriateness of the use with respect to the items which are shown in italics following the use.

3.2 Uses

3.2.A • Accessory Uses comprising the sale of liquor accessory to a hotel.

3.2.AG [Agricultural]

- Greenhouse. *compatibility with surrounding uses, size*
- Urban Farm - Class B, subject to the provisions of section 11.30 of this By-law.

3.2.C [Cultural and Recreational]

- Arcade. *compatibility with surrounding uses, size, noise control, hours of operation*
- Artist Studio - Class B, subject to the provisions of section 11.18 of this By-law.
- Billiard Hall. *compatibility with surrounding uses, size*
- Bowling Alley. *compatibility with surrounding uses, size, noise and vibration control*
- Bingo Hall.
- Casino - Class 1.
- Hall. *compatibility with surrounding uses, number existing, hours of operation, social and policing impacts, noise control, size of liquor facilities, parking, taxi and bus ingress and egress*
- Park or Playground. *continuity of pedestrian interest, social and policing impacts, durability of materials*
- Rink. *compatibility with surrounding uses, size*
- Swimming Pool. *compatibility with surrounding uses, noise control, parking, taxi and bus ingress and egress*
- Theatre. *compatibility with surrounding uses, number existing, hours of operation, social and policing impacts, noise control, size of liquor facilities, parking, taxi and bus ingress and egress*

3.2.DW [Dwelling]

- Micro dwelling, subject to the provisions of section 11.27 of this By-law.

- Residential Unit associated with and forming an integral part of an Artist Studio - Class B, subject to the provisions of section 11.19 of this By-law.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this By-law.
- Dwelling Uses, provided that a minimum of 25% of the total number of dwelling units contain 2 or more bedrooms;

3.2.I [Institutional]

- Ambulance Station. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress*
- Hospital. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress*
- Public Authority Use. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress*
- Social Service Centre. *compatibility with surrounding uses, pedestrian amenity, provides services primarily for the occupants of dwelling uses within or immediately adjacent to the HA-1 and HA-1A Districts*

3.2.LW [Live-Work Use]

- Live-Work Use, subject to section 11.23 of this By-law.

3.2.M [Manufacturing]

Manufacturing Uses, as listed below. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, location, safety, noise, vibrations, size and odours*

- Dairy Products Manufacturing.
- Electrical Products or Appliances Manufacturing.
- Food or Beverage Products Manufacturing - Class B.
- Furniture or Fixtures Manufacturing.
- Leather Products Manufacturing.
- Miscellaneous Products Manufacturing - Class B.
- Non-metallic Mineral Products Manufacturing - Class B.
- Plastic Products Manufacturing.
- Tobacco Products Manufacturing.
- Wood Products Manufacturing - Class B.

3.2.P [Parking]

- Parking Uses. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*

3.2.R [Retail]

- Farmers' Market, subject to the provisions of Section 11.21 of this By-law. *Compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, pedestrian amenity.*
- Gasoline Station - Split Island, existing as of December 6, 1994, subject to the provisions of section 11.10 of this By-law. *pedestrian amenity, vehicular ingress and egress*
- Medical Marijuana-related Use, subject to the provisions of section 11.28 of this By-law.
- Pawnshop. *compatibility with surrounding uses, pedestrian amenity, number existing, social and policing impacts, hours of operation, vehicular ingress and egress*
- Public Bike Share.
- Secondhand Store. *compatibility with surrounding uses, pedestrian amenity, number existing, social and policing impacts, hours of operation, vehicular ingress and egress*
- Small-scale Pharmacy, subject to the provisions of section 11.22 of this By-law.

- Vehicle Dealer. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size, impact on character of area*

3.2.S [Service]

- Cabaret. *compatibility with surrounding uses, number existing, hours of operation, social and policing impacts, noise control*
- Hotel. *size of liquor facilities, noise control, parking, loading, taxi and bus ingress and egress*
- Laundry or Cleaning Plant. *compatibility with surrounding uses, noise control, vehicular impacts*
- Neighbourhood Public House. *compatibility with surrounding uses, number existing, hours of operation, social and policing impacts, noise control*
- Restaurant - Class 2. *compatibility with surrounding uses, number existing, hours of operation, social and policing impacts, noise control*
- Sign Painting Shop. *compatibility with surrounding uses*
- Wedding Chapel, subject to section 11.20 of this By-law.

3.2.T [Transportation and Storage]

- Cold Storage Plant. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*
- Mini-storage Warehouse. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*
- Packaging Plant. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*
- Storage Warehouse. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*
- Taxicab or Limousine Station. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*
- Truck Terminal or Courier Depot. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size*

3.2.U [Utility and Communication]

- Public Utility existing as of December 6, 1994. *pedestrian amenity, vehicular ingress and egress*
- Recycling Depot. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, size, hours of operations*

3.2.W [Wholesale]

- Lumber and Building Materials Establishment. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress, safety, size, impact on character of area*
- Wholesaling - Class A. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress*
- Wholesaling - Class B. *compatibility with surrounding uses, pedestrian amenity, vehicular ingress and egress*

- 3.2.Z
- Any other use which is not specifically listed and defined as a use in section 2 of this By-law but which the Development Permit Board considers comparable in nature to the uses listed in this Schedule, having regard to the intent of this District Schedule.

3.3 Conditions of Use

- 3.3.1 All uses listed in this section shall be carried on wholly within a completely enclosed building, except for the following:

- (a) parking and loading facilities;
 - (b) restaurant;
 - (c) parks and playgrounds;
 - (d) neighbourhood public house;
 - (e) full serve and split island gasoline station, except that section 11.10.2 of this By-law continues to apply;
 - (f) farmers' market; and
 - (g) public bike share.
- 3.3.2 No use listed in section 3.2 of this Schedule shall involve the bulk storage of vegetable oil or fat, fish, fish oil or meal, scrap, junk, chemicals, paints, varnishes, rags, cotton waste, petroleum, bitumen or tar products or derivatives, or similar flammable products or materials.
- 3.3.3 Any development permit issued for live-work use must stipulate as permitted uses:
- (a) dwelling unit;
 - (b) general office, health care office, barber shop or beauty salon, photofinishing or photography studio, or artist studio – class A; and
 - (c) dwelling unit combined with any use set out in subsection (b).
- 3.3.4 Except for entrances, all floors of a live-work unit or dwelling use must be at least 2.0 m above street grade along a fronting or flanking street.

4 Regulations

All uses approved under sections 2 and 3 of this District Schedule shall be subject to the following regulations.

4.1 Site Area -- Not Applicable.

4.2 Frontage

- 4.2.1 In the HA-1 District, the maximum frontage for any ground floor shopfront shall be 7.6 m.
- 4.2.2 In the HA-1A District, the maximum frontage for any ground floor shopfront shall be 15.3 m.
- 4.2.3 In the HA-1 District, the maximum site width, as measured along the front property line for any site shall be 15.3 m or the existing width of the lot as of October 15, 2018.
- 4.2.4 In the HA-1A District, the maximum site width, as measured along the front property line for any site shall be 22.9 m or the existing width of the lot as of October 15, 2018.

4.3 Height

4.3.1 The maximum height of a building shall be:

- (a) 15.2 m and no more than 5 storeys in the HA-1 District; and
- (b) 21.3 m and no more than 6 storeys in the HA-1A District.

4.3.2 Despite the provision of 4.3.1, the Development Permit Board or the Director of Planning, as the case may be, may permit an increase in the maximum height:

- (a) in the HA-1 District, up to 22.8 m and no more than 7 storeys, provided that no portion below the third storey of a building shall be used for Dwelling Uses except for entrances and amenity spaces that serve the residential portion; and

- (b) in the HA-1A District, up to 27.4 m and no more than 8 storeys, provided that no portion below the third storey of a building shall be used for Dwelling Uses except for entrances and amenity spaces that serve the residential portion.

providing that the Development Permit Board or the Director of Planning, as the case may be, first considers:

- (i) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (ii) the submission of any advisory group, property owner or tenant;
- (iii) the bulk, location, and overall design of the building and its effect on the site, surrounding buildings and streets;
- (iv) the relationship of the development to any designated heritage building;
- (v) the design and liveability of any dwelling units; and
- (vi) the effect of an addition on the heritage value of any designated building which is listed on the Vancouver Heritage Register.

4.3.3 The Development Permit Board or the Director of Planning, as the case may be, may exclude building cornices and parapets to a maximum height of 2.2 m and vertical decorative elements such as flagpoles and finials from the maximum height in sections 4.3.1 and 4.3.2 providing that consideration is first given to the intent of this Schedule and all applicable policies and guidelines adopted by Council.

4.3.4 In both the HA-1 and HA-1A Districts, a mezzanine floor located above ground, but below the second storey, shall not be counted as a storey provided:

- (a) the floor area of the mezzanine does not exceed 60% of the site area; and
- (b) the habitable floor area does not contain a Dwelling Use, or any Accessory Uses that are ancillary to Dwelling Use.

4.4 Front Yard and Setback

4.4.1 All sites must have a Front Yard of 450 mm except where a building includes architectural articulation or decoration of its front façade, then these elements may project into the front yard.

4.4.2 The Development Permit Board or the Director of Planning, as the case may be, may allow portions of the building to be recessed from the Front Yard, at grade or above, for the purposes of:

- (a) providing passageways to interior courtyards;
- (b) providing recessed balconies above the ground floor;
- (c) reducing the visual impact on the public realm of the uppermost storeys of the building, provided that the recess is at least 3.0 m behind the principal facade;
- (d) rooftop mechanical equipment;
- (e) increasing residential units' exposure to natural light; and
- (f) providing a covered area in front of a building entrance.

provided that consideration is first given to:

- (i) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (ii) the massing, and overall design of the building and its effect on the site, surrounding buildings, block face and character of the area; and
- (iii) the submission of any advisory group, property owner or tenant.

4.5 Side Yards and Setbacks

4.5.1 No side yards shall be permitted, except that where a side property line abuts a street, lane or dedicated public park, then the Development Permit Board or the Director of Planning, as the case may be, may allow portions of the building to be recessed from the side property line, at grade or above, for the purposes of:

- (a) providing passageways to interior courtyards;
- (b) providing recessed balconies above the ground floor;
- (c) reducing the visual impact on the public realm of the uppermost storeys of the building, provided that the recess is at least 3.0 m behind the principal facade;
- (d) rooftop mechanical equipment;
- (e) increasing residential units' exposure to natural light; and
- (f) providing a covered area in front of a building entrance.

provided that consideration is first given to:

- (i) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (ii) the massing, and overall design of the building and its effect on the site, surrounding buildings, block face and character of the area; and
- (iii) the submission of any advisory group, property owner or tenant.

4.5.2 The Development Permit Board or the Director of Planning, as the case may be, may allow an additional setback from the sideyard for the purpose of creating a light well or providing open space at grade, provided that no portion of the setback is closer than 4.0 m to a street facade, and further that any window looking directly into the light well is set back a minimum of 3.0 m from the nearest obstruction, and provided that consideration is first given to:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the massing, and overall design of the building and its effect on the site, surrounding buildings, block face and character of the area; and
- (c) the submission of any advisory group, property owner or tenant.

4.5.3 For the purposes of section 4.5.2, the following shall be considered obstructions:

- (a) an existing building; and
- (b) the maximum size building permitted on any adjacent site.

4.6 Rear Yard and Setback

4.6.1 There shall be a minimum rear yard or setback of 1.0m from the rear property line across the full width of the building, except that where any portion of a building contains residential uses, that portion shall be set back 7.0 m from the rear property line, across the full width of the building.

4.7 Floor Space Ratio

4.7.1 The floor space ratio in the HA-1 and HA-1A Districts shall not exceed:

- (a) In the HA-1 District:
 - (i) for all combined uses, up to 4.8;
 - (ii) for Dwelling Uses, up to 2.95, provided the floor space ratio for uses other than Dwelling Uses is no less than 1.5;
- (b) In the HA-1A District:

- (i) for all combined uses, up to 5.35;
- (ii) for Dwelling Uses, up to 3.5, provided the floor space ratio for uses other than Dwelling Uses is no less than 1.5;

provided that the Development Permit Board or the Director of Planning first considers:

- (i) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (ii) the submission of any advisory group, property owner or tenant
- (iii) the bulk, location, and overall design of the building and its effect on the site, surrounding buildings and streets;
- (iv) the relationship of the development to any designated heritage building;
- (v) the design and liveability of any dwelling units; and
- (vi) the effect of an addition on the heritage value of any designated heritage building or building listed on the Vancouver Heritage Register.

4.7.2 Computation of floor area shall include:

- (a) all floors of all buildings, at or above ground level, to be measured to the extreme outer limits of the buildings;
- (b) floor area, located at or above grade, that is used to access off-street parking and loading spaces in the form of an access ramp, elevator or uses which in the opinion of the Director of Planning or the Development Permit Board are similar to the foregoing; and,
- (c) all interior residential where the distance from a floor to the floor above, or where there is no floor above, the top of the roof structure, exceeds 3.7 m, an amount equal to the area of the floor below the excess height, except that the Director of Planning may exclude an area designed with venting skylights, opening clerestory windows or other similar features if:
 - (i) in the opinion of the Director of Planning, the area is designed to reduce energy consumption or improve natural light and ventilation, and
 - (ii) the area excluded does not exceed 1 % of the permitted floor area.

4.7.3 Computation of floor area shall exclude:

- (a) open or covered balconies and any other appurtenances which, in the opinion of the Director of Planning or the Development Permit Board, are similar to the foregoing, provided that the total area of all exclusions does not exceed 12% of the floor area being provided;
- (b) patios and roof gardens, provided that the Director of Planning or the Development Permit Board 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 below the base surface provided that the off-street parking spaces do not have a length of more than 7.3 m;
- (d) all residential storage above or below base surface, except that if the residential storage above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage above base surface for that unit; and
- (e) in buildings with commercial, retail or service use at grade, the area occupied by interior commercial kitchen exhaust shafts, to a maximum exclusion of 3.7 m² for each floor above the commercial, retail or service use.

4.7.4 Computation of floor area may exclude:

- (a) interior public space, including breezeways, courtyards and other similar spaces, provided that:
 - (i) the excluded area shall not exceed 10% of the permitted floor area;
 - (ii) the excluded area shall be secured by covenant and right-of-way in favour of the City which sets out public access and use; and
 - (iii) the Director of Planning first considers all applicable policies and guidelines adopted by Council;
- (b) indoor amenity areas, including day care facilities and non-profit recreation facilities, to a maximum floor area of the lesser of 10% of the permitted floor area or 1,000 m², provided, in the case of day care facilities, the Director of Planning on the advice of the Director of Social Planning, is satisfied that there is a need for a day care facility in the immediate neighbourhood;
- (c) where floors are used for off-street loading spaces which are located at base surface up to a maximum of 26 m², provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council; and,
- (d) where floors are used for off-street parking of shared vehicles located at base surface, up to a maximum of floor space ratio of 0.07, provided that the Director of Planning considers all applicable policies and guidelines adopted by Council.

4.7.5 Any area excluded shall not be used for any purposes other than those for which it is excluded.

4.8 to

4.9 [Reserved]

4.10 Horizontal Angle of Daylight

- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 20.0 m.
- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
 - (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than 2.4 m.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
 - (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
 - (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.

4.11 to

4.16 [Reserved]

4.17 External Design

All new buildings and alterations or additions to existing buildings require the approval of the Development Permit Board or the Director of Planning for the design of buildings or alterations to elevations facing streets, lanes, and adjacent buildings. The Development Permit Board or the Director of Planning may approve the design of such buildings, alterations or additions provided that consideration is first given to:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (b) the submission of any advisory group, property owner or tenant;
- (c) the effect of new visible exterior surfaces on the architectural and historically significant characteristics of the existing building on site or adjacent buildings;
- (d) the extent to which the alterations to existing buildings are consistent with documented evidence of the original design or an earlier exterior treatment of historical significance to the building;
- (e) the alterations to historically significant characteristics of an existing building are necessary to accommodate a change of use permitted in the Schedule; and
- (f) the alterations to historically significant characteristics of an existing building are necessary to advance public health and safety.

5 Relaxation of Regulations

5.1 The Development Permit Board or the Director of Planning, as the case may be, may relax the frontage and rear yard regulations of sections 4.2 and 4.6 of this Schedule, provided that consideration is first given to:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

5.2 The Development Permit Board or the Director of Planning, as the case may be, may relax the use conditions of sections 2.3.1 and 3.3.1 to permit the outdoor display of retail goods, and may include such other conditions as he deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, and the hours of operation, provided consideration is first given to:

- (a) the intent of this Schedule and all applicable policies and guidelines adopted by Council; and
- (b) the submission of any advisory group, property owner or tenant.

5.3 The Director of Planning may relax the horizontal angle of daylight requirement in section 4.10 if:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the building is listed on the Vancouver Heritage Register or in the opinion of the Director of Planning has sufficient heritage value or heritage character to justify its conservation.

5.4 The Development Permit Board may relax the conditions for Dwelling Uses under section 2.2.2.DW, in this Schedule for:

- (a) the conservation of a building listed on the Vancouver Heritage Register or in the opinion of the Director of Planning a building that has sufficient heritage value or heritage character to justify its conservation; or
- (b) the renovation of existing low cost housing units for persons receiving assistance with the intent to maintain these units with the same tenure.

5.5 The Development Permit Board may relax the conditions for Dwelling Uses under:

- (a) section 2.2.1.DW,
- (b) sections 4.3.2 (a), 4.3.2 (b), and;
- (c) sections 4.7.2 (a)(ii), 4.7.2 (b)(ii).

where the Dwelling Uses in the proposed development comprise 100% social housing.

5.6 The Development Permit Board or the Director of Planning, as the case may be, may relax the floor space regulations of section 4.7.1(b) for HA-1A where, due to conditions peculiar either to the site or the proposed development, literal enforcement would result in unnecessary hardship in the following cases:

- (a) the retention of a designated heritage building or a building listed on the Vancouver Heritage Register;
- (b) development on a site constrained by adjacent buildings listed on the Vancouver Heritage Register; or
- (c) development on an a site smaller than 374 m², or on a site with a site depth that is less than 37.2 metres;

provided that:

- (i) The maximum height does not exceed 21.3m (70 ft.);
- (ii) The maximum floor space ratio for all combined uses does not exceed 4.4;
- (iii) The maximum floor space ratio for residential uses does not exceed 3.25; and
- (iv) The minimum floor space ratio for non-residential uses is no less than 0.8.

and provided that the Development Permit Board or the Director of Planning first considers:

- (v) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (vi) the submission of any advisory group, property owner or tenant;
- (vii) the bulk, location, and overall design of the building and its effect on the site, surrounding buildings and streets;
- (viii) the relationship of the development to any designated heritage building;
- (ix) the design and liveability of any dwelling units; and
- (x) the effect of an addition on the heritage value of any designated heritage building or building listed on the Vancouver Heritage Register.

- (a) the conservation of a building listed on the Vancouver Heritage Register or in the opinion of the Director of Planning a building that has sufficient heritage value or heritage character to justify its conservation; or
- (b) the renovation of existing low cost housing units for persons receiving assistance with the intent to maintain these units with the same tenure.

5.5 The Development Permit Board may relax the conditions for Dwelling Uses under:

- (a) section 2.2.1.DW,
- (b) sections 4.3.2 (a), 4.3.2 (b), and;
- (c) sections 4.7.2 (a)(ii), 4.7.2 (b)(ii).

where the Dwelling Uses in the proposed development comprise 100% social housing.

5.6 The Development Permit Board or the Director of Planning, as the case may be, may relax the floor space regulations of section 4.7.1(b) for HA-1A where, due to conditions peculiar either to the site or the proposed development, literal enforcement would result in unnecessary hardship in the following cases:

- (a) the retention of a designated heritage building or a building listed on the Vancouver Heritage Register;
- (b) development on a site constrained by adjacent buildings listed on the Vancouver Heritage Register; or
- (c) development on an a site smaller than 374 m², or on a site with a site depth that is less than 37.2 metres;

provided that:

- (i) The maximum height does not exceed 21.3m (70 ft.);
- (ii) The maximum floor space ratio for all combined uses does not exceed 4.4;
- (iii) The maximum floor space ratio for residential uses does not exceed 3.25; and
- (iv) The minimum floor space ratio for non-residential uses is no less than 0.8.

and provided that the Development Permit Board or the Director of Planning first considers:

- (v) the intent of this Schedule and all applicable policies and guidelines adopted by Council;
- (vi) the submission of any advisory group, property owner or tenant;
- (vii) the bulk, location, and overall design of the building and its effect on the site, surrounding buildings and streets;
- (viii) the relationship of the development to any designated heritage building;
- (ix) the design and liveability of any dwelling units; and
- (x) the effect of an addition on the heritage value of any designated heritage building or building listed on the Vancouver Heritage Register.

EXPLANATION

**A By-law to Amend the Green Demolition By-law
Regarding buildings constructed before 1950, and
deconstruction and wood salvage**

At a Standing Committee meeting on May 16th, 2018, Council approved amendments to the Green Demolition By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HG .

BY-LAW NO.

**A By-law to amend
the Green Demolition By-law No. 11023
Regarding buildings constructed before 1950, and
deconstruction and wood salvage**

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

1. This by-law amends the indicated provisions of the Green Demolition By-law.
2. Council strikes sections 2.1 through 10.2, and substitutes the following:

"Definitions

2.1 In this By-law:

"character residential building" means a residential building determined to be a character building by the Director of Planning in accordance with the Heritage or Character Buildings Review – Interim Procedure, adopted by Council on June 11, 2014, or a character house as defined in section 2 of the Zoning and Development By-law No. 3575;

"Chief Building Official" means the person appointed as City Building Inspector under section 305 of the Vancouver Charter, and his or her deputies;

"compliance report" means a report substantially in the form attached as Appendix "A", as modified from time to time by the Chief Building Official;

"deconstruction" means the systematic dismantling of a building, typically in the opposite order to which it was constructed;

"demolition permit" means a permit issued pursuant to the Building By-law that authorizes demolition of a building or structure;

"disposal" means the disposal of building materials at a landfill or an incinerator facility;

"hazardous materials" means any material, product or substance regulated as a controlled product or hazardous waste under the B.C. Workers Compensation Act and Environmental Management Act, respectively, that is present on a demolition site or is produced, originates or results from demolition;

"heritage listed residential building" means a residential building listed on the Vancouver Heritage Register;

"recycling" means the process of collecting, sorting, cleaning, treating and reconstituting materials that would otherwise be waste, and converting them into

material that can be used for new products, and includes storage for such purpose;

"reuse" means further or repeated use of the building materials, and includes storage for such purpose;

"green demolition condition " means a condition requiring reuse, recycling, or salvage imposed on a demolition permit by the Chief Building Official pursuant to this By-law;

"residential building" includes all buildings used as one or two family dwellings, as well as accessory buildings on the same lot or site;

"salvage" means removing materials such that they are protected from damage and kept intact so that they can be reused; and

"waste recycling or other facility" includes a facility or licensed business, other than a landfill or an incinerator facility, that:

- (i) has a subsisting permit, licence, or operational certificate issued under the GVS & DD's Municipal Solid Waste and Recyclable Material Regulatory Bylaw No, 181;
- (ii) is a publicly-owned transfer station under the Integrated Solid Waste and Resource Management Plan for purposes other than disposal;
- (iii) accepts only asphalt and concrete for the purposes of reprocessing, resale and reuse;
- (iv) is a drop off depot owned or operated by a charitable organization registered under the Income Tax Act (Canada) or a non-profit organization to which section 149 of the Income Tax Act applies;
- (v) receives, cleans, sorts, bales or packages recyclable material for the purpose of recycling; or
- (vi) resells or builds products using reused, recycled, or salvaged building materials.

Demolition of pre-1950 residential buildings

3.1 No person may cause, permit or allow the demolition of a residential building constructed in whole or in part before 1950 without a demolition permit.

3.2 Every demolition permit authorizing demolition of a residential building constructed in whole or in part before 1950 must include a green demolition condition, imposed by the Chief Building Official, requiring that the building be subject to demolition resulting in the reuse or recycling of not less than 75% of all building materials, by weight, excluding hazardous materials.

3.3 Every demolition permit authorizing demolition of a character residential building constructed in whole or in part before 1950 must include a green demolition condition, imposed by the Chief Building Official, requiring that the character residential building be subject to demolition resulting in the reuse or recycling of not less than 90% of all building materials, by weight, excluding hazardous materials.

3.4 In addition to the applicable green demolition condition imposed under section 3.2 or 3.3 above, every demolition permit authorizing demolition of a residential building constructed in whole or in part before 1910, or demolition of a heritage listed residential building constructed in whole or in part before 1950, must include an additional green demolition condition, imposed by the Chief Building Official, requiring that the residential building be subject to demolition by means of deconstruction, resulting in the salvage of at least three tonnes of wood.

Additional credit for reuse

4.1 Any building materials that are reused or salvaged, rather than recycled or disposed of, can be credited towards compliance with a green demolition condition at a rate of five times its actual weight.

Security deposit condition

5.1 Every demolition permit subject to a green demolition condition must include a condition, imposed by the Chief Building Official, requiring the permit holder to provide to the City, immediately upon issuance of the permit, security in the form of cash or other legal instrument acceptable to the City in the amount of \$14,650.

5.2 Any security deposit payment paid to the City under section 6.1 shall be refunded to the permit holder based on the reuse, recycling, or salvage achieved and in accordance with Appendix "B", once the permit holder has satisfied all other permit conditions and otherwise complied with this By-law.

Other permit conditions

6.1 A fee of \$350.00 must be paid before a demolition permit subject to a green demolition condition may be issued.

6.2 The Chief Building Official may impose other conditions on a demolition permit subject to a green demolition condition, including conditions regarding:

- (a) notifications and notices;
- (b) safety;
- (c) demolition requirements;
- (d) timing of demolition;
- (e) deadlines for completion of demolition;

- (f) reviews and inspections; and
- (g) compliance with this By-law, the Building By-law, and other enactments.

Demolition in accordance with permit

7.1 Every person issued a demolition permit subject to a green demolition condition must ensure that the building is demolished in accordance with the demolition permit and this By-law.

7.2 No person issued a demolition permit subject to a green demolition condition may cause, permit or allow the disposal of building materials that are to be reused, recycled, or salvaged except in accordance with this By-law.

7.3 Building materials that are to be subject to reuse, recycling, or salvage pursuant to a demolition permit must be delivered or taken to a waste recycling or other facility, or be sold or donated for reuse.

7.4 Every person who demolishes a building pursuant to a demolition permit subject to a green demolition condition must keep original records of the removal, reuse, recycling, salvage, and disposal of building materials governed by the demolition permit, including payment receipts, donation receipts, weigh bills, inspection reports, confirmation letters, and sampling reports, until the appropriate amount of the security deposit has been refunded to them in accordance with section 6.2, and in no case for less than 180 days.

7.5 The Chief Building Official may demand that a person who demolished a building pursuant to a demolition permit subject to a green demolition condition produce any or all of the original records required under section 8.2.

7.6 The Chief Building Official may, in the case where this By-law imposes unnecessary hardship, relieve the holder of a demolition permit subject to a green demolition condition from strict adherence to this By-law, provided the Chief Building Official first considers the:

- (a) cost of compliance;
- (b) diligence of the permit holder in seeking compliance; and
- (c) quality of the building material that will not be reused, recycled, or salvaged as a result of any relief granted.

7.7 The Chief Building Official may allow an exemption from a green demolition condition required under this By-law in the following circumstances:

- (a) when an applicant has applied for a building permit to move a structure;
- (b) when the residential building has been determined by the Chief Building Official to be dangerous and is required to be abated by demolition; and

- (c) in the case of a pre-1910 residential building, when a residential building has been determined by the Chief Building Official to be unsuitable for deconstruction because the building is structurally unsafe or is otherwise hazardous to human life, or because most of the material of the building is not suitable for reuse.

7.8 An applicant may request an exemption under section 9.1 by submitting a written request for exemption, together with supporting documentation, when submitting a demolition permit application.

Compliance reports

8.1 Every person issued a demolition permit subject to a green demolition condition must submit to the Chief Building Official:

- (a) a compliance report confirming that the building was demolished and that the building materials were reused, recycled, or salvaged in accordance with the demolition permit and this By-law; and
- (b) legible copies or scans of original records required under section 8.2,

within 30 days of the completion of the demolition.

8.2 No person issued a demolition permit subject to a green demolition condition may cause, permit or allow the submission of a false or inaccurate compliance report.

8.3 The Chief Building Official may require the submission of a satisfactory compliance report prior to issuing a building permit in relation to a site where a demolition permit subject to a green demolition condition was issued.

8.4 The Chief Building Official may suspend a building permit issued in relation to a site where a demolition permit subject to a green demolition condition imposed under this By-law was issued if:

- (a) no compliance report has been submitted;
- (b) a compliance report was submitted in contravention of this By-law; or
- (c) the demolition was carried out in contravention of the demolition permit or this By-law

Offences and Penalties

9.1 Every person who:

- (a) violates any of the provisions of this By-law;
- (b) suffers or permits any act or thing to be done in contravention or in violation of any of the provisions of this By-law;

[Schedule A]

Appendix A

RECYCLING & REUSE COMPLIANCE REPORT FOR GREEN DEMOLITION

Email this form with supporting documentation* to ComplianceReport@vancouver.ca

Project Address: _____ Permit No. _____

Building # of storeys: _____ Estimated total building area: _____ ft² Was a garage demolished? _____ (yes/no)

Foundation type (pick one): slab on grade crawlspace walkout full basement

Pre-1950 heritage-listed or pre-1910 house? _____ (yes/no)
If answer is yes, complete Wood Salvage report on page 3

Recycling/reuse Requirement: _____ % (75% or 90%)

Recycling/reuse rate achieved for this project: _____ %

Demolition Completion Date : _____ / _____ / _____
Day Month Year

Demo Contractor Name: _____

Applicant Name on Permit: _____

UPDATED ADDRESS GREEN DEMO DEPOSIT REFUND CHEQUE SHOULD BE
MAILED TO: _____

Tell us about any special circumstances, unusual features of the property, or special efforts made to reuse/recycle:

*Required documentation:

- For disposal and recycling, applicant must provide legible scans/photos of all receipts and weigh bills from receiving facilities
- For materials salvaged for reuse, acceptable documentation includes itemized donation receipt from a charity, itemized receipt from a salvage company or used building supply store. For private sales: provide clear photos showing the items removed from the house intact AND contact info of buyer(s).

NOTE ABOUT SALVAGE FOR REUSE: Items salvaged for reuse, with documentation, can claim 5 times the estimated weight on the recycling compliance report (example: 100kg of salvaged doors can claim 500kg on the compliance report).

More information:

<http://vancouver.ca/home-property-development/demolition-permit-with-recycling-requirements.aspx>



RECYCLING & REUSE COMPLIANCE REPORT FOR GREEN DEMOLITION

Email this form with supporting documentation* to ComplianceReport@vancouver.ca

Material	Recycling/Reuse or Disposal Facility Name	Metric Tonnes Generated	Recycling Rate % (from facility)	Metric Tonnes Recycled
Drywall / gypsum				
Asphalt roofing shingles				
Concrete, plaster (80 tonnes maximum credited)				
Metal				
Clean wood unpainted, untreated wood/lumber				
Items salvaged for reuse: lumber, windows, doors, cabinets, etc.	Are you claiming 5x weight bonus? ____ (y/n)		100%	
Appliances/mechanical Stove, fridge, hot water tank, furnace, etc.				
Other _____				
Garbage: non-recyclable materials disposed to landfill (total of all loads)			0	0
		TOTAL:		TOTAL:
<p>Your overall recycling rate: _____ %</p> <p>(Total tonnes recycled ÷ Total tonnes generated) X 100</p> <p><i>Notes: do not include hazardous materials on this report; 1000kg = 1 metric tonne</i></p>				

More information:

<http://vancouver.ca/home-property-development/demolition-permit-with-recycling-requirements.aspx>

2/3



RECYCLING & REUSE COMPLIANCE REPORT FOR GREEN DEMOLITION
Email this form with supporting documentation' to ComplianceReport@vancouver.ca

PRE-1910 HOUSES & PRE-1950 HERITAGE-LISTED HOUSES

As of January 1, 2019, the City of Vancouver requires that at least three (3) metric tonnes of wood be salvaged for the purpose of reuse from the demolition of any pre-1910 house or pre-1950 heritage-listed house.

<p>Wood Salvage Requirement: 3 metric tonnes (3000 kg)</p> <p>Wood Salvaged: _____ Board Feet, OR _____ metric tonnes</p>

To estimate tonnage when you know how many board feet you have: _____ board feet ÷ 0.75 board feet / kg = _____ kg

Evidence of compliance can be provided via:

- receipt of sale to a licensed business that reuses salvaged wood; or
- site inspection.

If you intend to demonstrate compliance on site, please email ComplianceReport@vancouver.ca report to book a site inspection.

NOTE: A portion of the deposit may be refunded where the applicant has made demonstrable efforts to deconstruct and salvage wood but has not achieved the required minimum.

D2C/2018/689573

3/3



Appendix B

FOR PROJECTS WITH 75% RECYCLING REQUIRED		FOR PROJECTS WITH 90% RECYCLING REQUIRED	
Recycling Rate Achieved	Amount of Deposit Refunded	Recycling Rate Achieved	Amount of Deposit Refunded
75%	100%	90%	100%
71 – 74%	50%	86 - 89%	70%
66 – 70%	20%	81 – 85%	40%
Under 65%	0	75 - 80%	20%
		Under 75%	0

FOR PROJECTS WITH A DECONSTRUCTION AND SALVAGE REQUIREMENT	
Wood Salvage Requirement Achieved ¹	Amount of Deposit Refunded
Yes	Determined by recycling requirement and rate achieved
No	0

1. Note: If the building materials for a particular house make it uniquely challenging to meet the wood salvage bylaw requirement, the Contractor should notify staff prior to starting demolition work in order to determine a fair and reasonable wood salvage requirement.

EXPLANATION

A By-law to amend the Zoning & Development By-law regarding CD-1 (704)

After the public hearing on September 5, 2018, Council resolved to amend CD-1 (704) regarding 155 East 37th Avenue. The Director of Planning has advised that there are no prior conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

He.

155 East 37th Avenue

BY-LAW NO.

A By-law to amend CD-1 (704) By-law No. 12195

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

1. This By-law amends the indicated provisions of By-law No. 12195.
2. In Section 5.2, Council adds ", and the maximum permitted floor area for non-residential uses in Sub-area A of Figure 1 is 4,936 m²" after "minimum permitted floor area for non-residential uses in Sub-area A of Figure 1 is 4,916 m²".
3. In Section 5.4 (c), Council inserts "residential storage," after "bicycle storage,".
4. In Section 6, Council strikes out Table B: Maximum Permitted Building Storeys and Building Height and substitutes:

"Table B: Maximum Permitted Building Storeys and Building Height

Sub-Area of Figure 2	Maximum Permitted Storeys	Maximum Permitted Height
1	6	20 m
2	8	27 m
3	8	27 m
4	5	18 m
5	6	20 m
6	10	32 m
7	8	26 m
8	6	20 m
9	12	37 m
10	9	29 m
11	12	37 m
12	10	32 m
13	6	20 m
14	6	20 m
15	6	20 m

5. 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.

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 124 Dunlevy Avenue**

Following the Public Hearing on October 17, 2017, Council gave conditional approval to the rezoning of the site at 124 Dunlevy 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
September 18, 2018

He.

124 Dunlevy 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 or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-726 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (709).

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

- (a) Dwelling Uses, limited to Dwelling Units, in conjunction with any of the uses listed in this section 2.2, and Micro Dwelling, subject to the provisions of section 11.27 of this By-law;
- (b) Institutional Uses, limited to Social Service Centre; and
- (c) Accessory Use customarily ancillary to any use permitted by this section.

Conditions of use

3.1 The design and lay-out of at least 9% 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".

3.2 Except for residential entrances, no residential uses are permitted on floors located at street level.

Density

4.1 Computation of floor space ratio must assume that the site consists of 1,701.1 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses combined must not exceed 5.98, except that the use of 21.7 m² of floor area located above grade must be limited to mechanical space.

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

4.4 Computation of floor area must exclude:

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

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

- (a) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20% of the permitted floor area or 929 m²; and
- (b) unenclosed outdoor areas underneath building overhangs, at grade level, except that such areas must remain unenclosed for the life of the building.

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

Building height

5. The building height, measured above base surface, must not exceed 34.14 m.

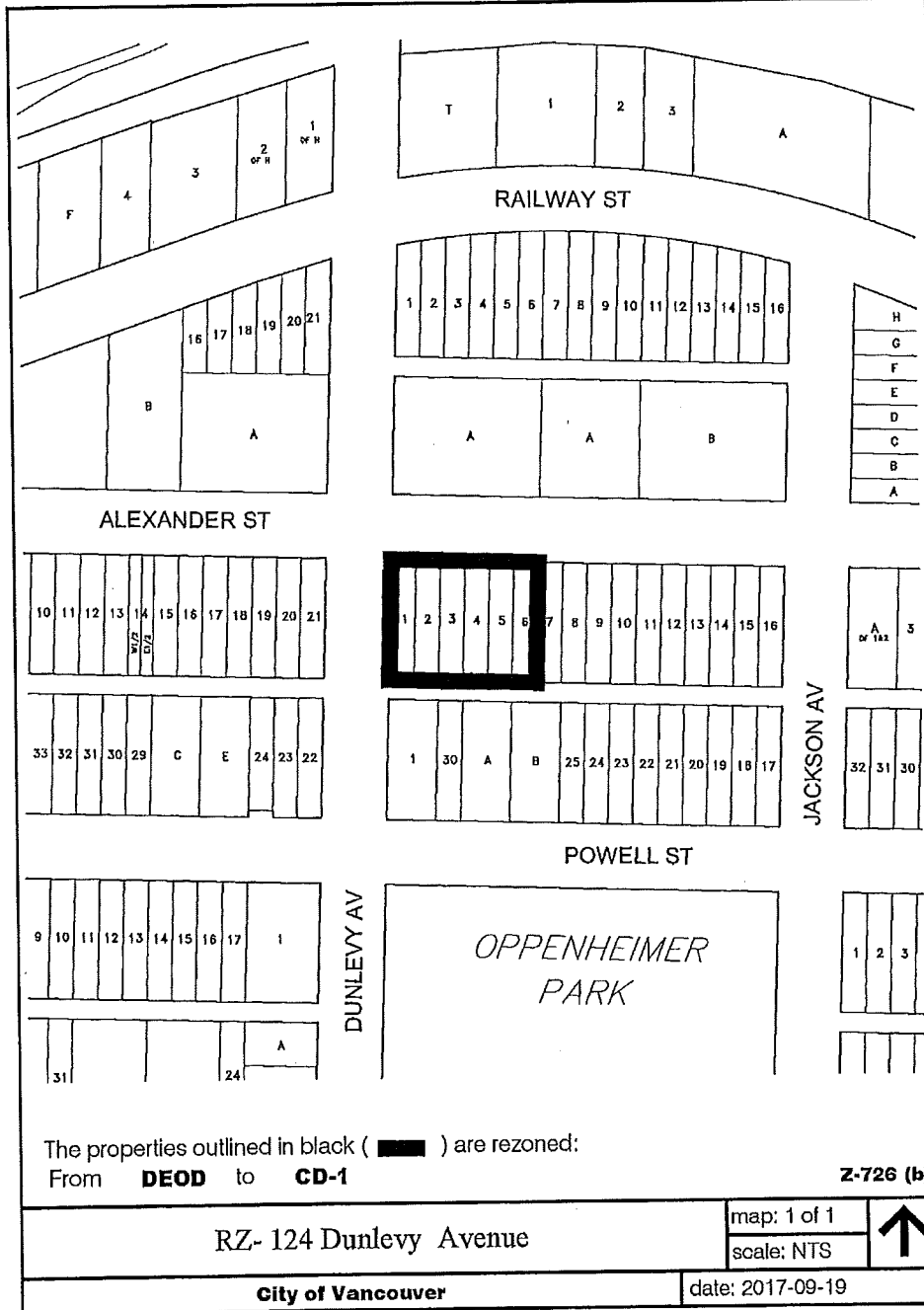
Horizontal Angle of Daylight

- 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 the 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 (709).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. A development permit application for dwelling uses must include an acoustical report prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 870 East 8th Avenue**

Following the Public Hearing on July 11, 2017, Council gave conditional approval to the rezoning of the site at 870 East 8th 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
September 18, 2018

He.

870 East 8th Avenue
(Red Door Housing Society)

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-722 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (710).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted 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
- (b) Accessory Use customarily ancillary to the uses permitted in this section.

Conditions of use

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

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 1,564.9 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 2.80.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building height

5. Building height, measured from base surface, must not exceed 21.3 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (710).

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.

Severability

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

Force and effect

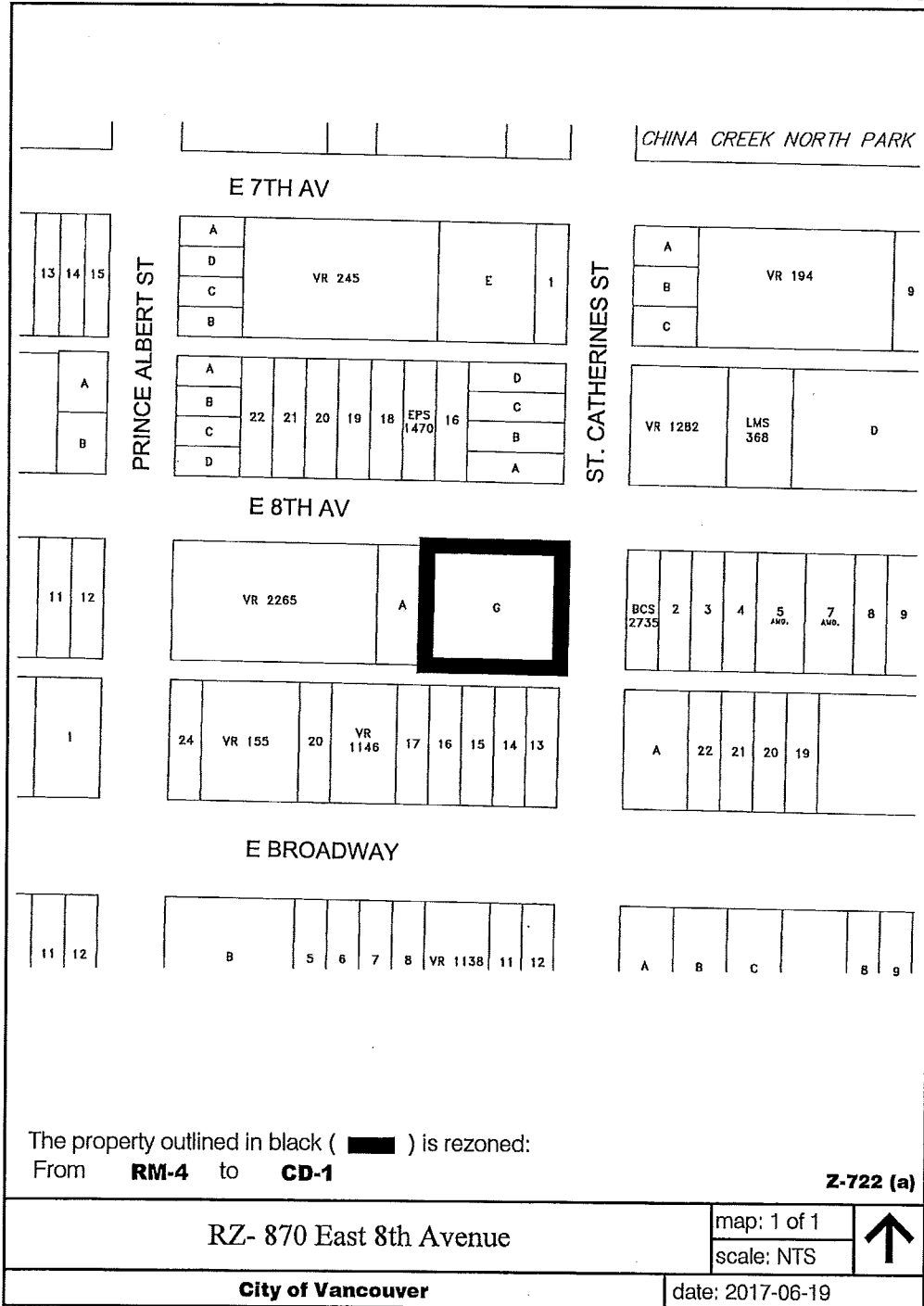
8. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



EXPLANATION**Heritage Designation By-law
Re: 2040 Columbia Street**

At a public hearing on September 5, 2018, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 2040 Columbia Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
September 18, 2018

Hc.

2040 Columbia Street
Lougheed Residence

BY-LAW NO.

**A By-law to designate certain real property
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior
envelope and exterior
building materials of
heritage building
(Lougheed Residence)

2040 Columbia Street

PID: 007-201-028
LOT G
BLOCK 21
DISTRICT LOT 200A
PLAN 197

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

EXPLANATION**By-law to amend the Zoning & Development By-law
Regarding new RM-8A and RM-8AN Districts**

Following the public hearing on September 5, 2018, Council approved the proposed Zoning and Development By-law amendments regarding the RM-8A/8AN Districts for Townhouse Areas in Cambie Corridor and Grandview-Woodland. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

He.

By-law Amending the Zoning and Development By-law
Re: new RM-8A and RM-8AN Districts

BY-LAW NO.

**A By-law to amend the Zoning and Development By-law No. 3575
Regarding new RM-8A and RM-8AN Districts**

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notation, and references shown on the plans marginally numbered Z-744 (a)(i) and Z-744 (a)(ii), attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. In section 3.2.7, Council strikes out "RM-8 and RM-8N" and substitutes "RM-8, RM-8A, RM-8N and RM-8AN,".
4. In section 5.14, in the paragraph in Column B which is opposite paragraph 2, Council strikes out "RM-8 and RM-8N" and substitutes "RM-8, RM-8A, RM-8N and RM-8AN".
5. In section 9.1, under the heading Multiple Dwelling, Council strikes out "RM-8 and RM-8N" and substitutes "RM-8, RM-8A, RM-8N and RM-8AN".
6. In Schedule F "Affordable Housing and Amenity Share Cost Schedule", Council:
 - (a) strikes out the rows for RM-8 and RM-8/N (Marpole) and RM-9 and RM-9N (Marpole) and substitutes the following:

RM-8 and RM-8N (Marpole)	\$215.28 per m ²	\$215.28 per m ²
RM-9 and RM-9N (Marpole)	\$716.34 per m ²	\$716.34 per m ²

”; and

- (b) adds two new rows after RM-8 and RM-8N and before RM-9 and RM-9N (Marpole) as follows:

RM-8A and RM-8AN (Cambie Corridor)	\$592.01 per m ²	\$592.01 per m ²
---------------------------------------	-----------------------------	-----------------------------

RM-8A and RM-8AN (Grandview-Woodland)	\$36.13 per m ²	\$36.13 per m ²
--	----------------------------	----------------------------

7. In the RM-8 and RM-8N Districts Schedule, Council:

- (a) strikes out the title "RM-8 and RM-8N Districts Schedule" and substitutes "RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule";
- (b) strikes out the text under section 1 "Intent" and substitutes:

"The intent of this schedule is to encourage development of ground-oriented stacked townhouses or rowhouses, including courtyard stacked townhouses and rowhouses, while continuing to permit lower intensity development. In the RM-8A and RM-8AN, a certain percentage of smaller units is required to increase the supply of smaller townhouses. Siting and massing of new development are intended to be compatible with, but not the same as, pre-existing single-family development. Secondary suites and lock-off units are permitted to provide flexible housing choices. Retention of character buildings and high quality design and liveability standards are encouraged for new development. The RM-8N and RM-8AN Districts differ from the RM-8 and RM-8A Districts, because they require noise mitigation for dwelling units close to arterial streets.

Individual one-family dwellings and one-family dwellings with a secondary suite (with or without a laneway house) are permitted uses; however, if developed as the only principal building on a site, these uses are regulated by the RS-1 District Schedule. In all other cases, this schedule will apply.";

- (c) in section 3.2.C [Cultural and Recreational], adds a new bullet point to the end of the section as follows:
 - "
 - Plaza.";
- (d) in the third bullet point under section 3.2.DW [Dwelling], for Infill One-Family Dwelling:
 - (i) strikes out ", if the maximum number of dwelling units on the site is three, and", and substitutes "and Infill Two-Family Dwelling if", and
 - (ii) in (b)(iii), strikes out "52 m" and substitutes "45.7 m";
- (e) in the fifth bullet point under section 3.2.DW [Dwelling], for Multiple Conversion Dwelling, strikes out "May 27, 2014" and substitutes "September 18, 2018";
- (f) adds a new section 3.3 as follows:

"3.3 Conditions of Use

3.3.1 In the RM-8A and RM-8AN districts, in multiple dwellings consisting of four or more dwelling units, a minimum of 25% of the total dwelling units must be three-bedroom units.

3.3.2 Notwithstanding section 3.3.1, the Director of Planning may reduce the minimum percentage of three-bedroom units, provided the Director of Planning first considers the intent of this schedule and all applicable policies and guidelines adopted by Council.”;

(g) in subsection 4.1.1(d), adds “, infill two-family dwelling,” after “infill one-family dwelling”;

(h) strikes out section 4.1.2 and substitutes the following:

“4.1.2 The minimum site area for:

- (a) a multiple dwelling containing 4 or more dwelling units, not including lock-off units;
- (b) a multiple dwelling containing no more than 3 dwelling units, not including lock-off units, in combination with another principal building;
- (c) a building containing freehold rowhouses; or
- (d) seniors supportive or assisted housing,

is 445 m².”;

(i) in section 4.3.3, adds “in the RM-8 and RM-8N districts” after “Notwithstanding section 4.3.1 of this schedule,”;

(j) strikes section 4.3.4 and substitutes the following:

“4.3.4 Notwithstanding section 4.3.1 of this schedule, in the RM-8A and RM-8AN districts, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit a height increase in a multiple dwelling containing 4 or more dwelling units, not including lock-off units, to 11.5 m and 3 storeys.

4.3.5 Notwithstanding sections 4.3.1, 4.3.2 and 4.3.3 of this schedule, in the RM-8 and RM-8N districts, the maximum building height for a multiple dwelling adjacent to the lane at the rear of a site is 7.7 m and 2 storeys, except that the Director of Planning may increase the maximum height if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.3.6 Notwithstanding sections 4.3.1, 4.3.2 and 4.3.4 of this schedule, in the RM-8A and RM-8AN districts, the maximum building height for a multiple

dwelling adjacent to the lane at the rear of a site is 7.7 m and 2 storeys, except that the Director of Planning may increase the maximum height to 10.1 m and a partial 3rd storey, if:

- (a) the 3rd storey, meaning the uppermost level of a building where the floor area, existing, proposed or as may be extended over open-to-below space, and having a minimum ceiling height of 1.2 m, does not exceed 60% of the storey immediately below;
- (b) a minimum rear yard setback of 3.0 m is provided; and
- (c) the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.3.7 Notwithstanding sections 4.3.1 and 4.3.2 of this schedule, the maximum building height for a one-family dwelling, two-family dwelling, infill one-family dwelling, or infill two-family dwelling adjacent to the lane at the rear of a site is the lesser of 7.7 m or 1½ storeys, except that the Director of Planning may increase the maximum height if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.”;

- (k) in section 4.4.1, strikes “6.1 m” and substitutes “4.9 m”;
- (l) strikes 4.4.2, and re-numbers the remaining sections in section 4.4 accordingly;
- (m) in re-numbered 4.4.2:
 - (i) strikes “and 4.4.2”, and
 - (ii) strikes “for freehold rowhouses on sites less than 27.4 in depth and”;
- (n) strikes sections 4.6.1, 4.6.2 and 4.6.3, and substitutes the following:

“4.6.1 For all dwelling uses in the RM-8 and RM-8N districts, a rear yard with a minimum depth of 1.0 m must be provided.

4.6.2 In the RM-8A and RM-8AN districts:

- (a) for a one-family dwelling, two-family dwelling, infill one-family dwelling, or infill two-family dwelling located at the rear of the site, a rear yard with a minimum depth of 1.0 m must be provided; and
- (b) for all other dwelling uses, a rear yard with a minimum depth of 1.8 m must be provided.

4.6.3 Where the rear property line abuts a lane that is only partially dedicated, or where a lane dedication is required, the rear yard must be measured from the ultimate rear property line.

4.6.4 Notwithstanding the provisions of section 10.7.1 (b) of this By-law, eaves and gutters or other similar projections as determined by the Director of Planning may project into a minimum rear yard to a maximum of 1.0 m measured horizontally.”;

- (o) strikes out section 4.7.1 and substitutes the following:
- "4.7.1 Except as provided in sections 4.7.2 and 4.7.3 of this schedule, the floor space ratio must not exceed 0.75 for all uses, except that the floor space ratio must not exceed 0.90 for sites where a building existing prior to January 1, 1940 is retained, except that no more than 0.25 floor space ratio may be allocated to an infill one-family dwelling or infill two-family dwelling in the rear yard of the site.";
- (p) in subsection 4.7.3(a), adds "in the RM-8 and RM-8N districts," to the beginning of the subsection;
- (q) strikes out subsections 4.7.3(b) and (c) and substitutes the following:
- "(b) in the RM-8A and RM-8AN districts, for multiple dwelling, freehold rowhouse or seniors supportive or assisted housing on sites that are 445 m² and larger, with a minimum frontage of 12.8 m, the permitted floor area may be increased by one m² per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 1.20, provided that a minimum of 45% of dwelling units have floor areas between 83 m² and 112 m²;
- (c) for multiple dwelling or seniors supportive or assisted housing on sites that are less than 445 m² in size or with a frontage less than 12.8 m, the permitted floor area may be increased by one m² per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 0.90; and
- (d) for all other dwelling uses, except two-family dwelling and two-family dwelling with secondary suite, the permitted floor area may be increased by one m² per amenity share or per affordable housing share provided to the city at no cost to the city, to a maximum of 0.85, except that no more than 0.25 floor space ratio may be allocated to an infill one-family dwelling or infill two-family dwelling, or to another second principal building at the rear of the site.";
- (r) in section 4.7.4, strikes out ", for the RM-8 and RM-8N Zoning Districts" and substitutes "for the RM-8, RM-8A, RM-8N and RM-8AN Zoning Districts";
- (s) in section 4.7.5, strikes out ", for the RM-8 and RM-8N Zoning Districts" and substitutes "for the RM-8, RM-8A, RM-8N and RM-8AN Zoning Districts";
- (t) in section 4.7.7:
- (i) adds a new subsection (e) as follows:
- "(e) Plaza," and
- (ii) renumbers the remaining subsections in section 4.7.7 accordingly.

- (u) in section 4.7.8:
 - (i) in subsection (c)(ii), strikes out "and",
 - (ii) in subsection (d), strikes out "0.01." and substitutes "0.01; and", and
 - (iii) adds a new subsection (e) as follows:
 - "(e) in the RM-8A and RM-8AN districts, accessory buildings ancillary to multiple dwellings and freehold rowhouses, except accessory buildings solely designed and constructed for the purpose of bicycle storage, or otherwise excluded in accordance with section 4.7.9(c) of this schedule.";

- (v) in section 4.11, adds a new section 4.11.2 as follows:
 - "4.11.2 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.";

- (w) in section 4.14, adds new sections 4.14.2 and 4.14.3 as follows:
 - "4.14.2 For development sites that front West King Edward Avenue, a portion of the site must be dedicated to the City for sidewalk and boulevard improvements to achieve a distance from the centerline of the street to the property line of the development site, measured at right angles, of:
 - (a) for sites on the north side of West King Edward Avenue:
 - (i) from Manitoba Street to Ontario Street 15.5 m,
 - (ii) from Columbia Street to Manitoba Street 15.6 m,
 - (iii) from Willow Street to Heather Street 16.9 m, and
 - (iv) from Laurel Street to Willow Street 19.2 m; and
 - (b) for sites on the south side of West King Edward Avenue:
 - (i) from Columbia Street to Ontario Street 15.2 m.
 - 4.14.3 Where dedication is made, it shall be deemed not to reduce the site area for the purpose of calculating floor space ratio.";

- (x) in section 4.15.1, strikes out "persons trained in acoustics and current techniques of noise measurements" and substitutes "a licensed professional acoustical engineer";

- (y) in subsection 4.18.1(b), strikes out "132" and substitutes "145";

- (z) in section 4.19.1:
 - (i) in subsection (a)(iii), strikes out "52 m" and substitutes "45.7 m",
 - (ii) in subsection (b), strikes out "one dwelling unit" and substitutes "two dwelling units", and
 - (iii) in subsection (c), strikes out "3" and substitutes "4";

(aa) in section 4.19.2:

- (i) strikes out the words "more than one multiple dwelling or freehold rowhouse building" and substitutes "a second principal building in conjunction with a multiple dwelling or freehold rowhouse building", and
- (ii) in subsection (a), strikes out "703 m²" and substitutes "445 m²";

(bb) in section 5.1:

- (i) strikes out "May 27, 2014" and substitutes "September 18, 2018", and
- (ii) in subsection (c), adds the words "or infill two-family dwelling" after "infill one-family dwelling"; and

(cc) adds new sections 5.2 and 5.3 as follows:

5.2 The Director of Planning may relax the regulation in subsection 4.7.3(b) of this schedule regarding the minimum percentage of dwelling units with floor areas between 83 m² and 112 m², if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

5.3 The Director of Planning may relax the regulations in sections 4.1, 4.2, 4.3, 4.4, 4.5, 4.6, 4.8, 4.10, 4.15, 4.16, 4.17, 4.18, and 4.19 of this schedule when a house listed on the Vancouver Heritage Register is retained, if consideration is first given to the intent of this schedule and all applicable Council policies and guidelines."

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

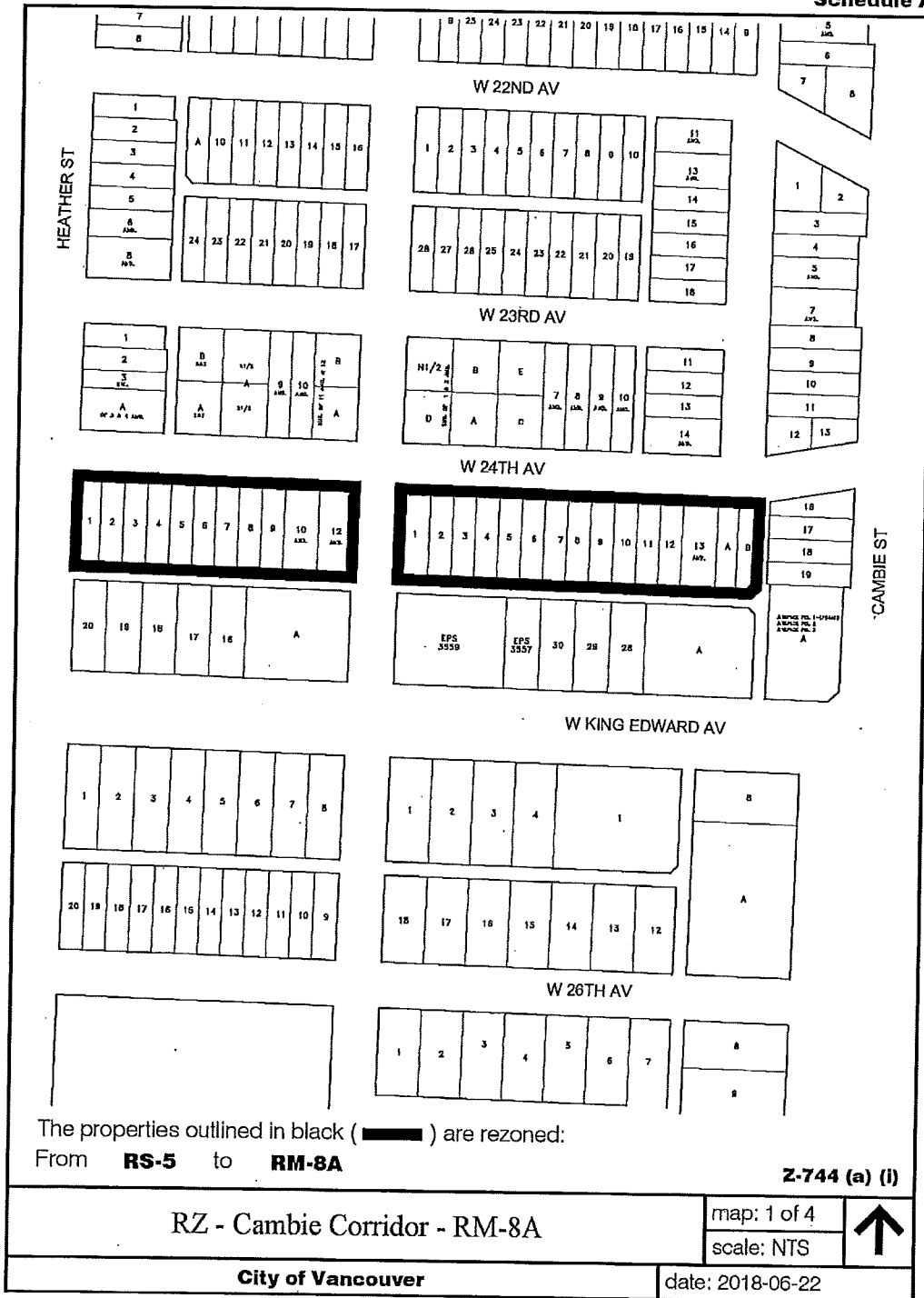
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2018

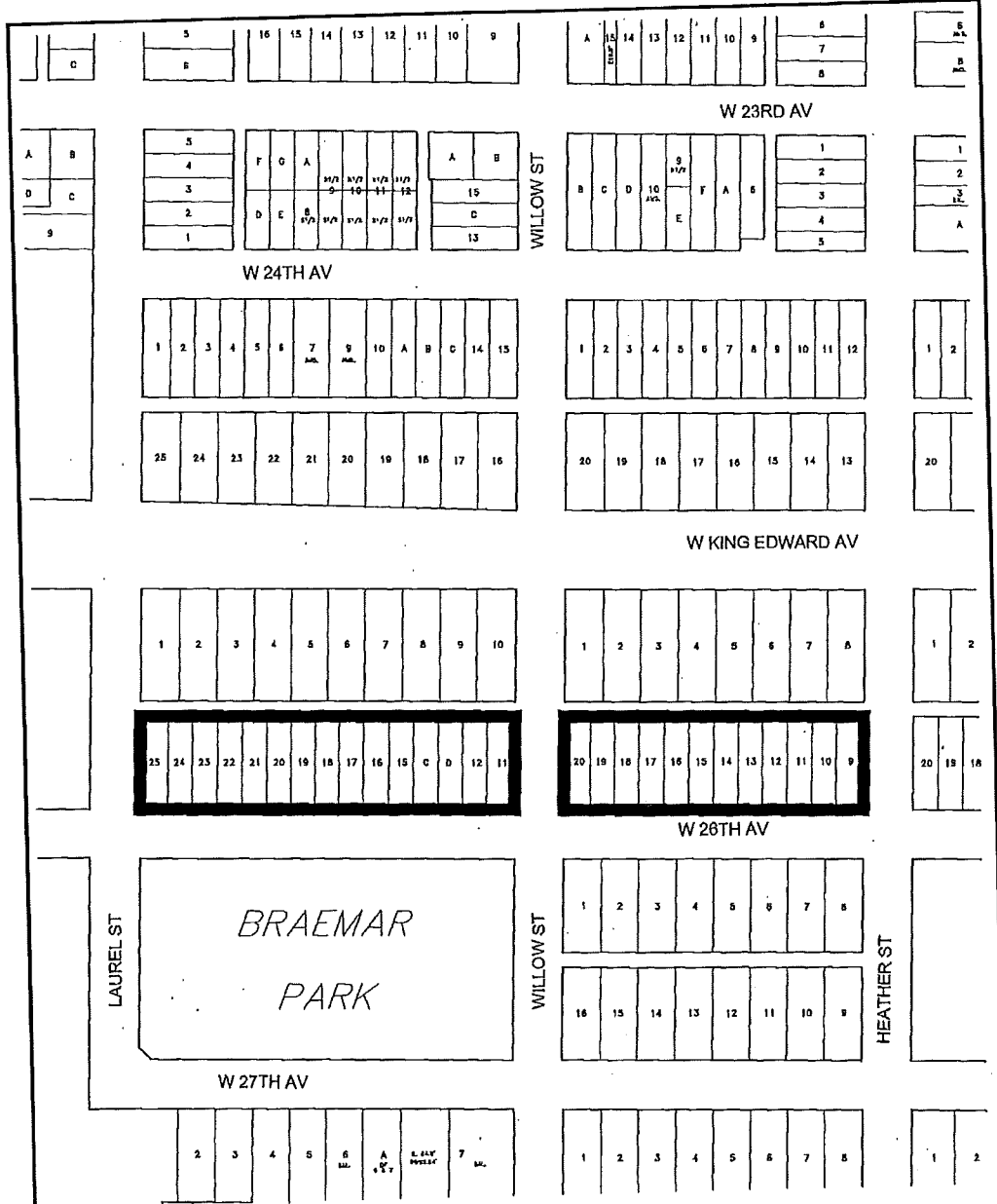
Mayor

City Clerk

Schedule A




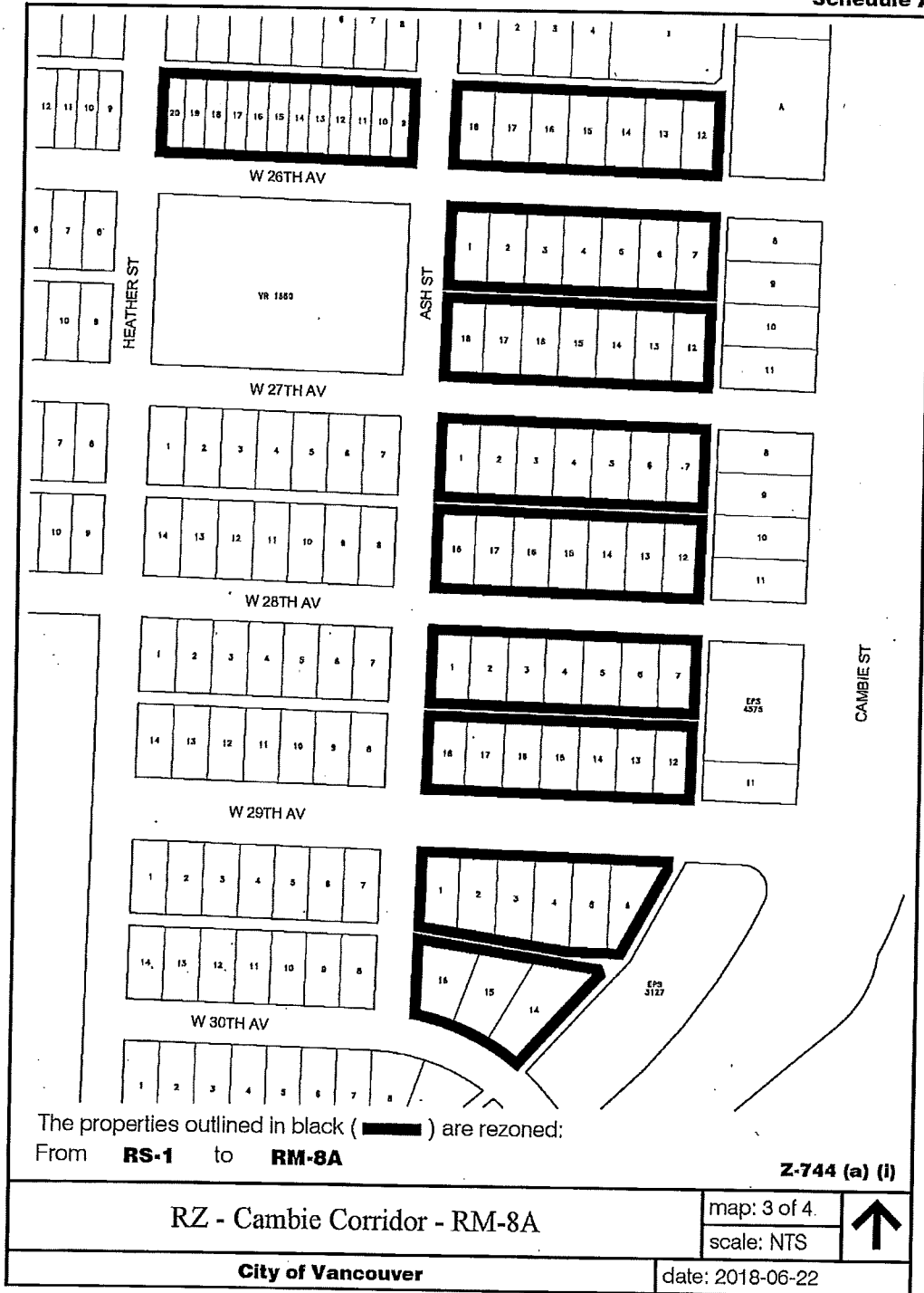
Schedule A



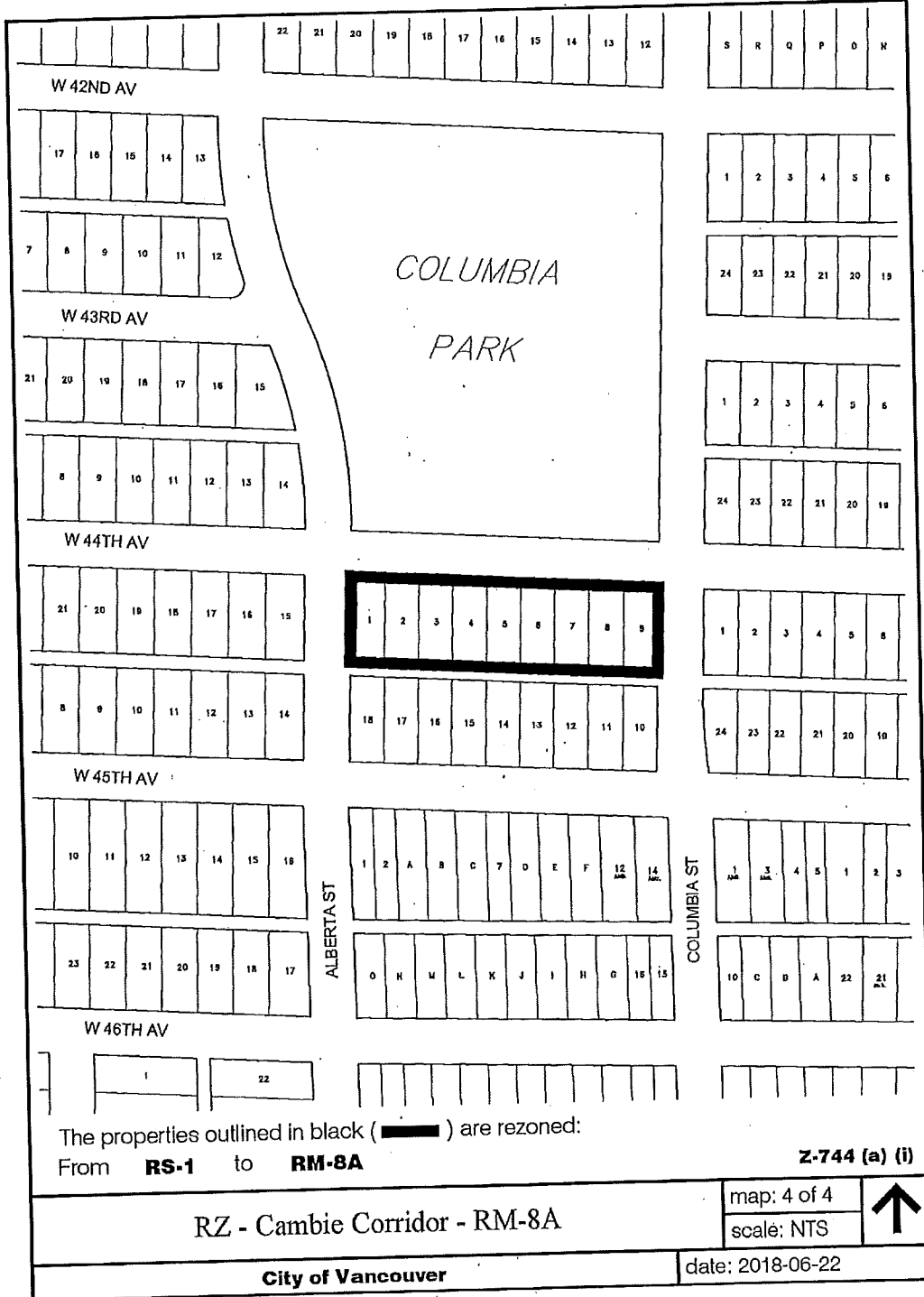
The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8A**

Z-744 (a) (i)

RZ - Cambie Corridor - RM-8A	map: 2 of 4	
	scale: NTS	
City of Vancouver	date: 2018-06-22	



Schedule A



The properties outlined in black () are rezoned:
From **RS-1** to **RM-8A**

Z-744 (a) (i)

RZ - Cambie Corridor - RM-8A

map: 4 of 4
scale: NTS




City of Vancouver

date: 2018-06-22

Schedule A



The properties outlined in black () are rezoned:
From **RS-5** to **RM-8AN**

Z-744 (a) (ii)

RZ - Cambie Corridor - RM-8AN

map: 1 of 2

scale: NTS



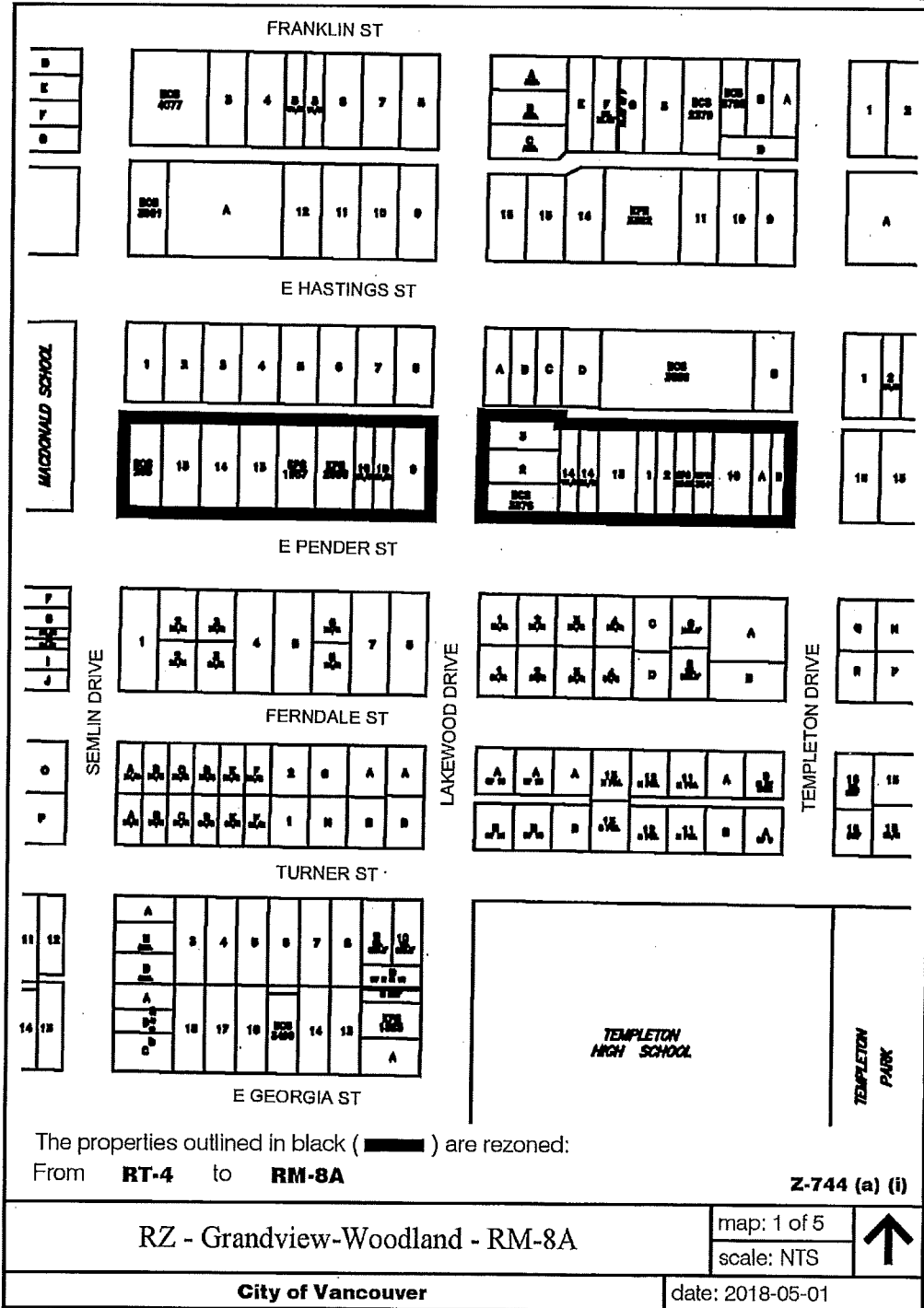
City of Vancouver

date: 2018-06-22

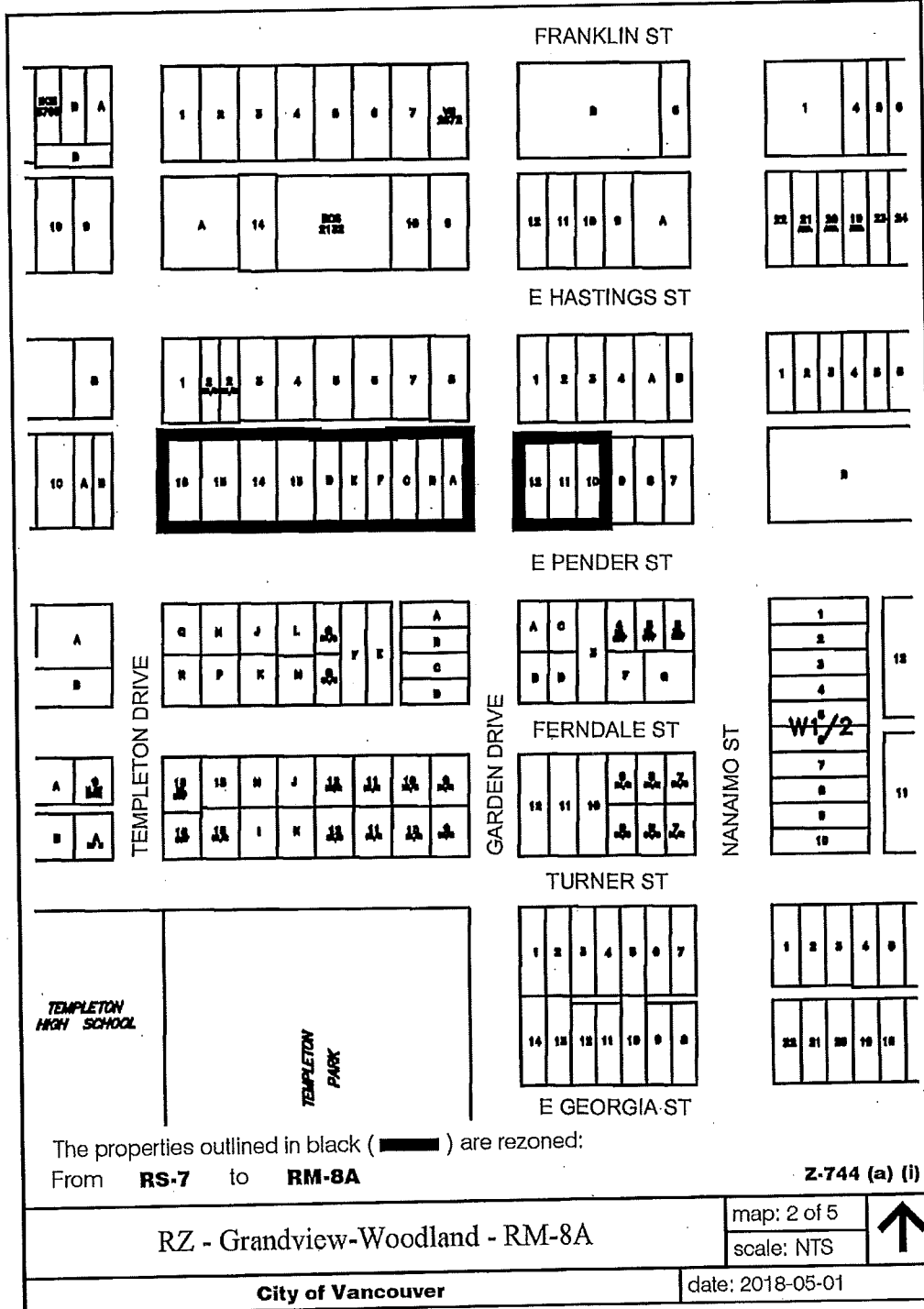
Schedule A

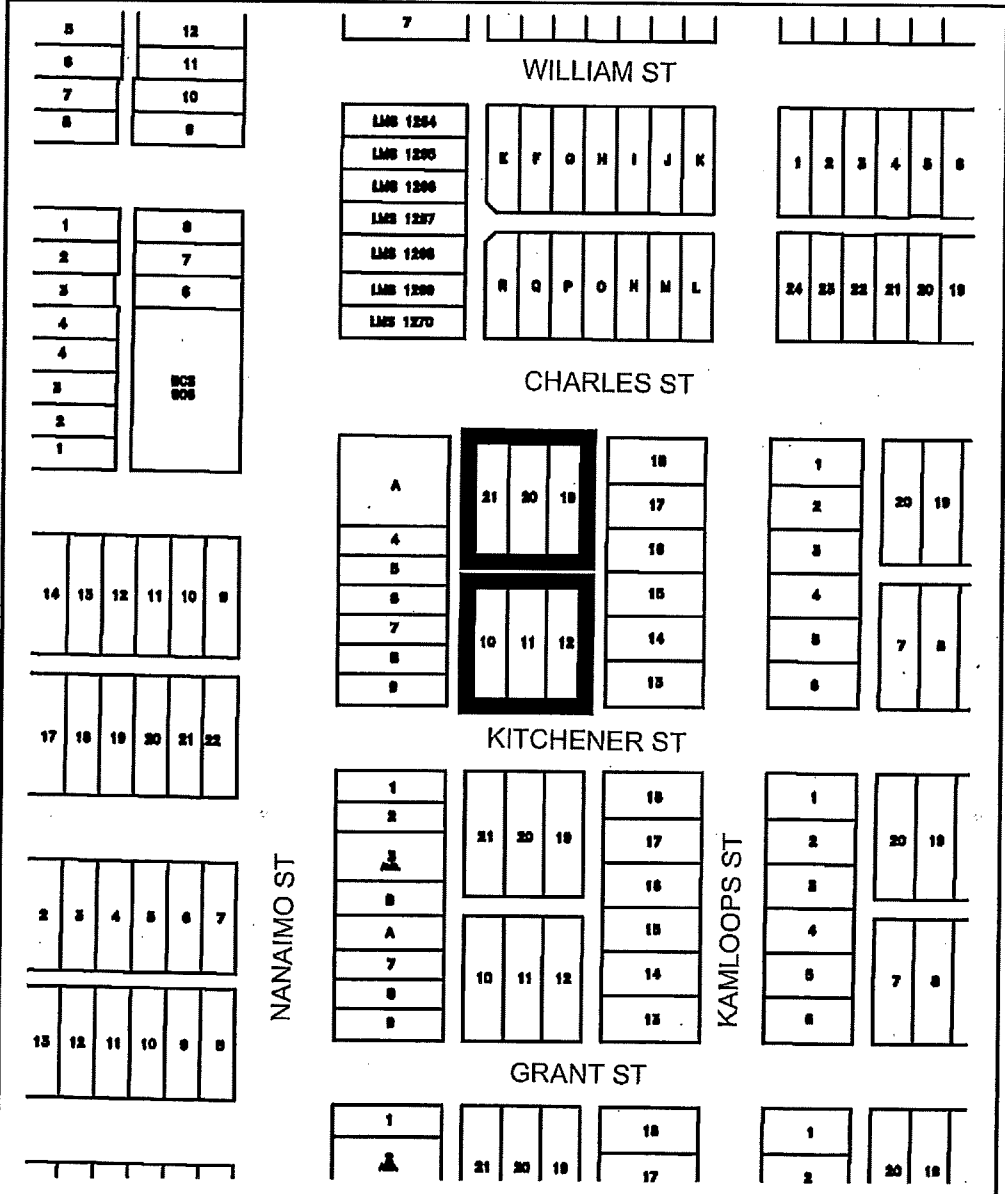


Schedule A



Schedule A





The properties outlined in black () are rezoned:
 From **RS-5** to **RM-8A**

Z-744 (a) (i)

RZ - Grandview-Woodland - RM-8A

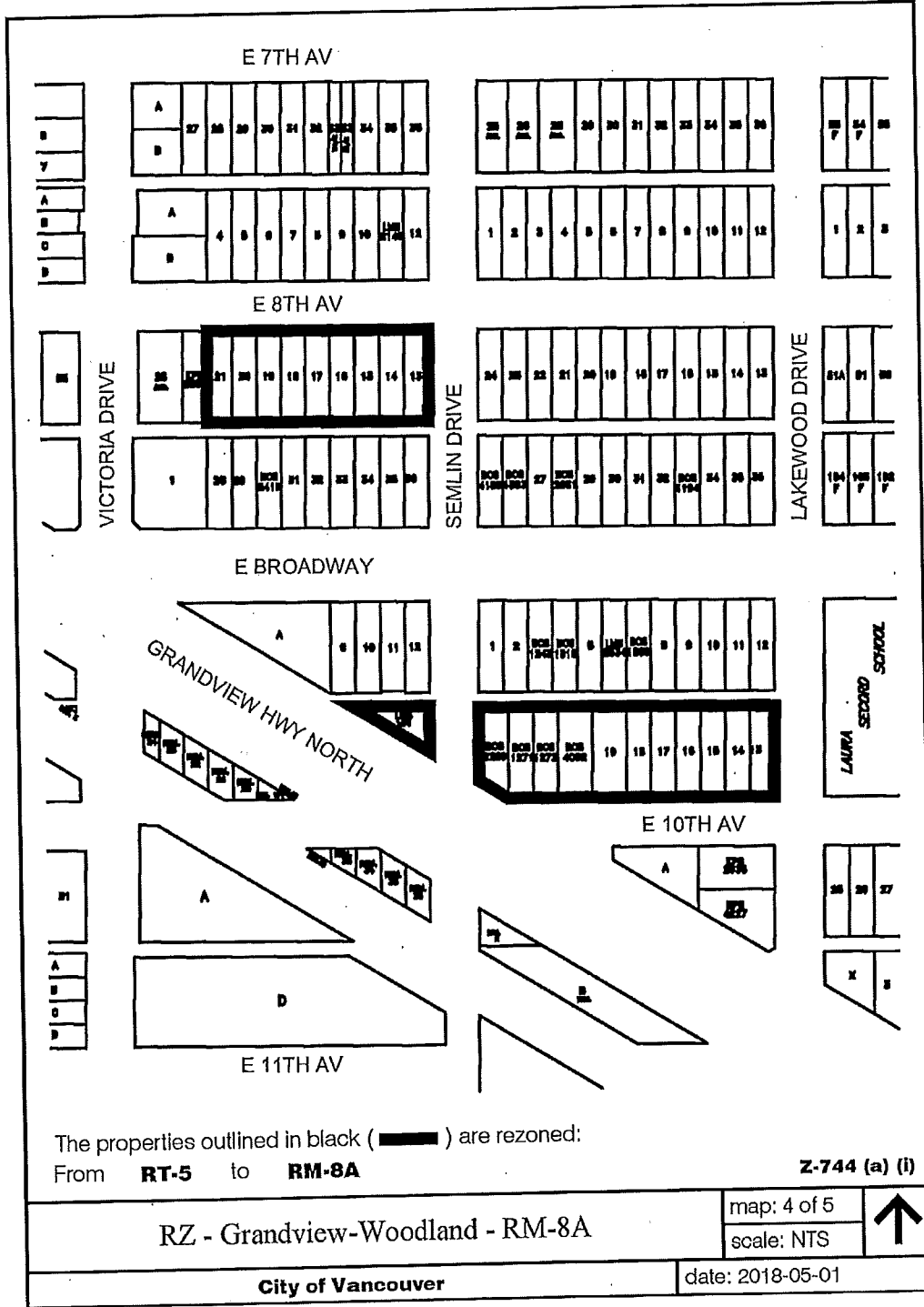
map: 3 of 5
 scale: NTS



City of Vancouver

date: 2018-05-01

Schedule A



The properties outlined in black () are rezoned:
From **RT-5** to **RM-8A**

Z-744 (a) (i)

RZ - Grandview-Woodland - RM-8A

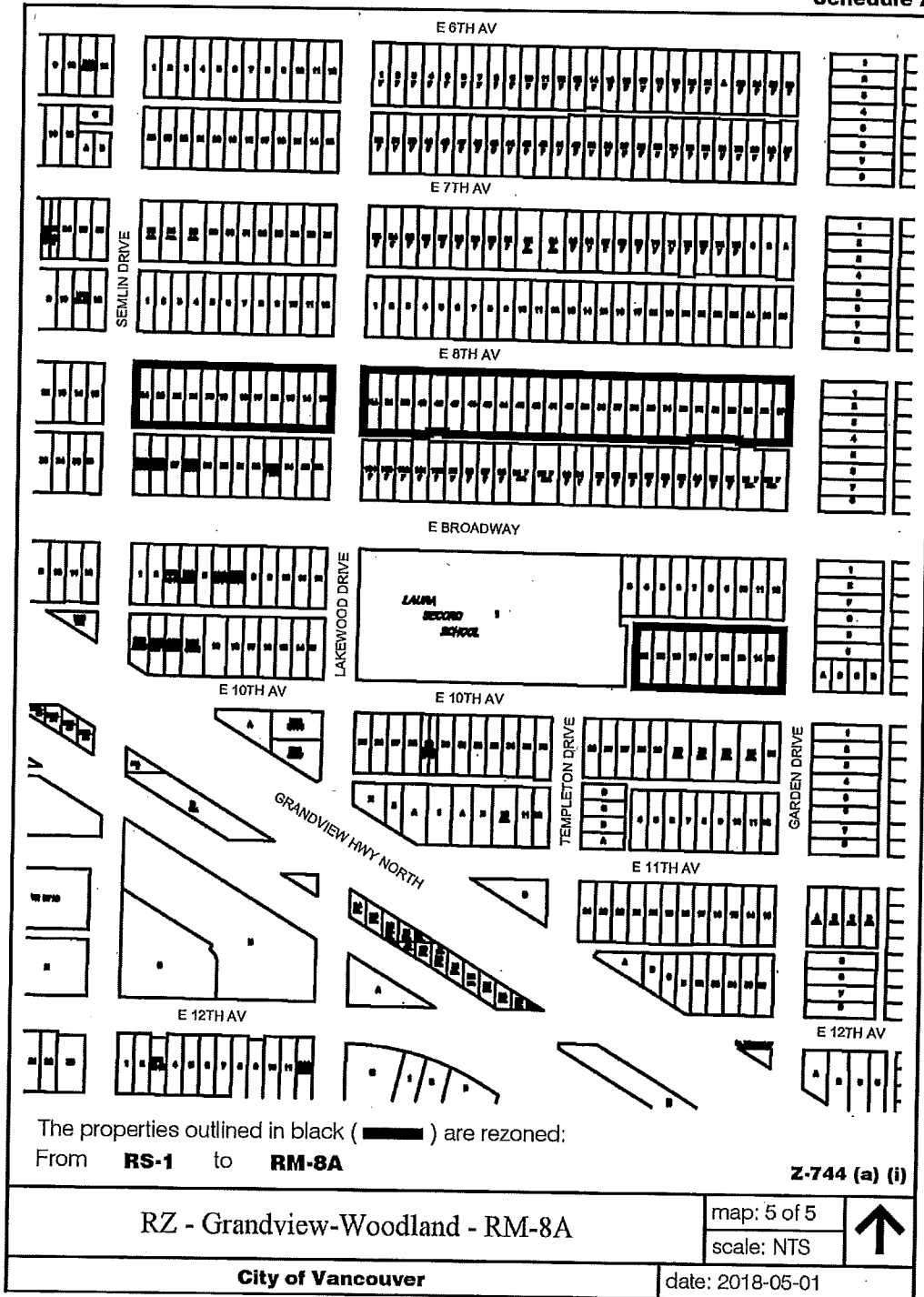
map: 4 of 5
scale: NTS



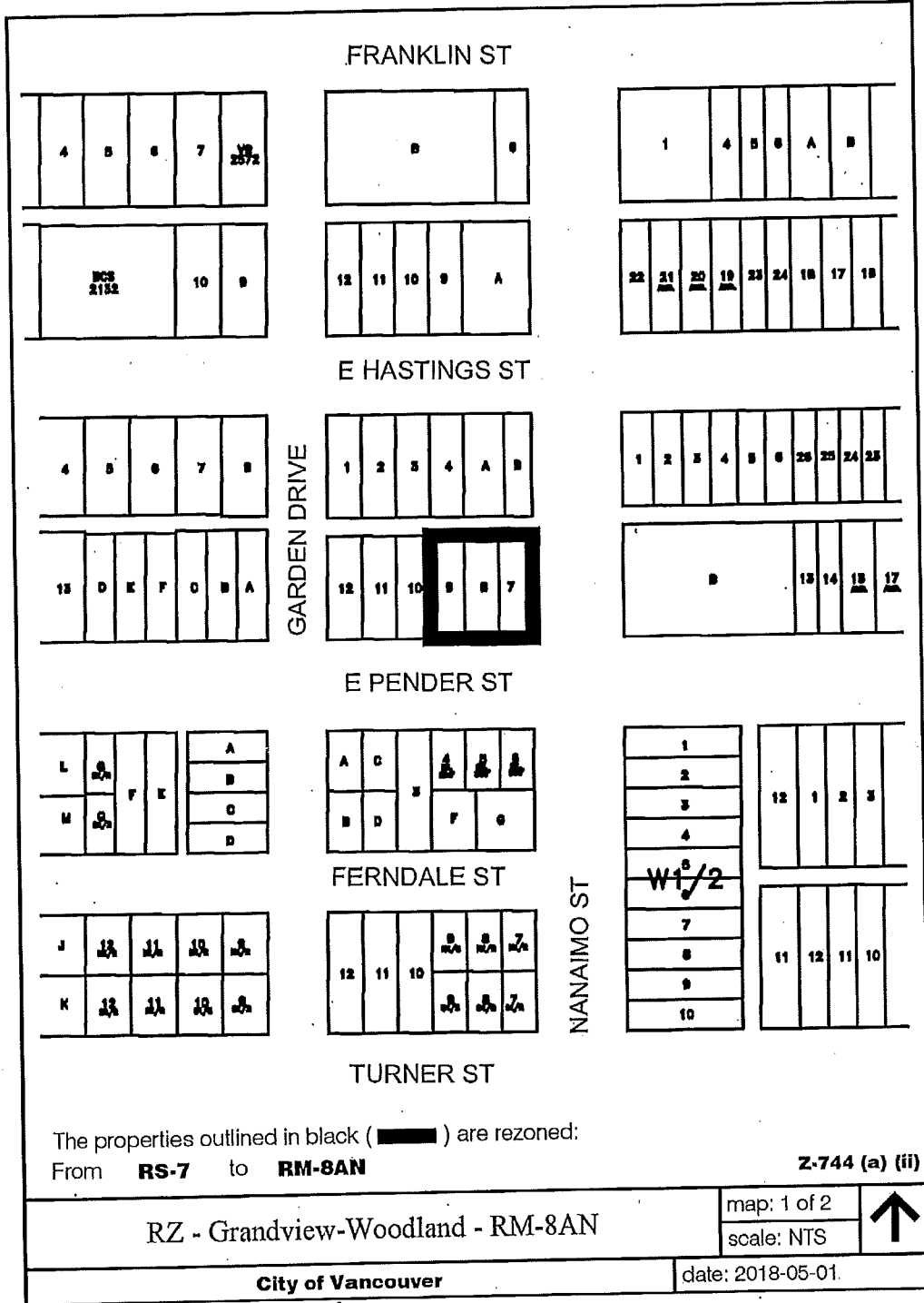
City of Vancouver

date: 2018-05-01

Schedule A



Schedule A



The properties outlined in black () are rezoned:
 From **RS-7** to **RM-8AN**

Z-744 (a) (ii)

RZ - Grandview-Woodland - RM-8AN

map: 1 of 2

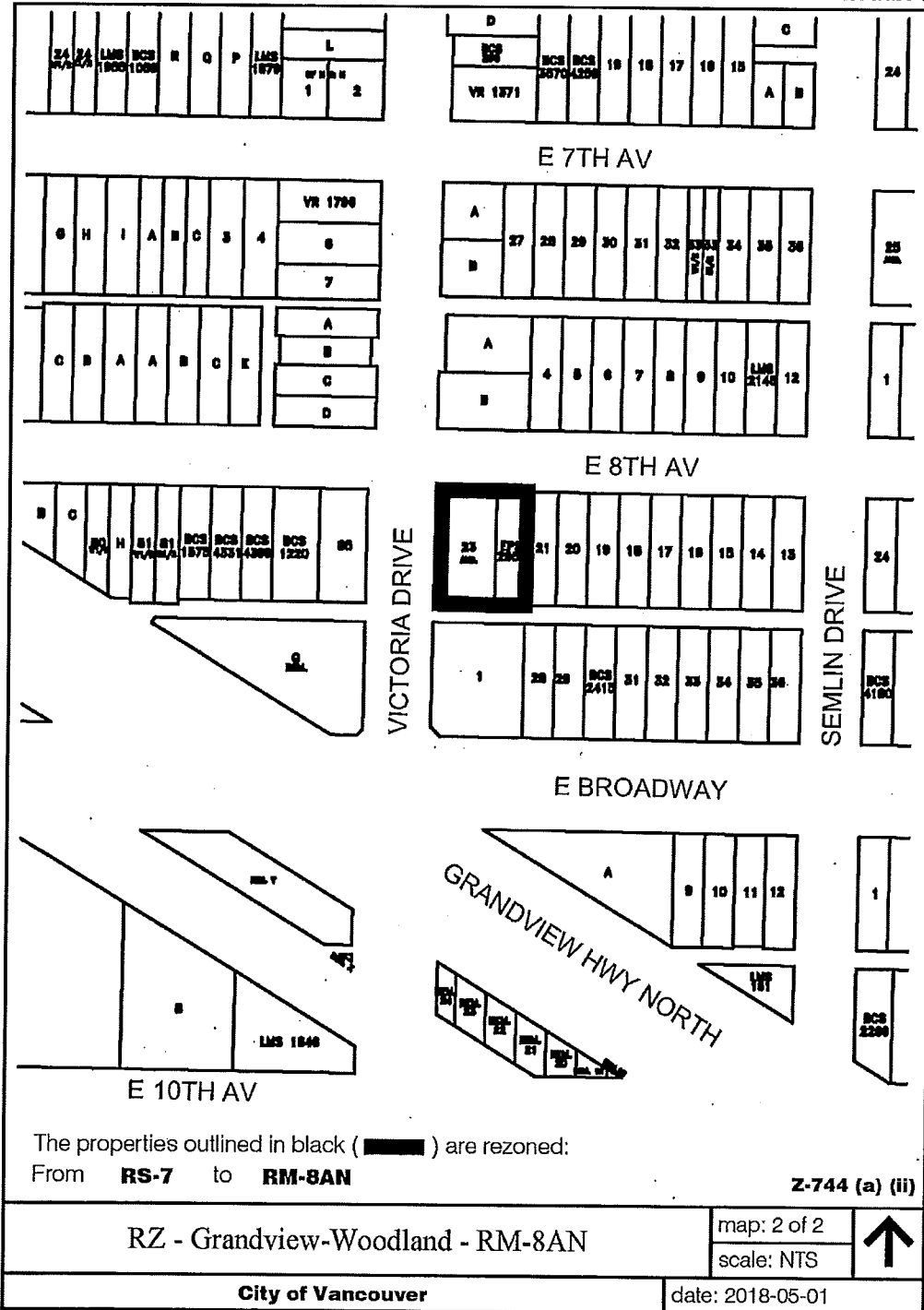
scale: NTS



City of Vancouver

date: 2018-05-01.

Schedule A



The properties outlined in black () are rezoned:
From **RS-7** to **RM-8AN**

Z-744 (a) (ii)

RZ - Grandview-Woodland - RM-8AN

map: 2 of 2

scale: NTS



City of Vancouver

date: 2018-05-01

EXPLANATION**By-law to amend the Zoning & Development By-law
regarding drainage issues**

Following the public hearing on September 5, 2018, Council approved the proposed Zoning and Development By-law amendments regarding drainage issues. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

He.

BY-LAW NO.

A By-law to amend
Zoning and Development By-law No. 3575
regarding drainage issues

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

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.

2. In section 2, Council inserts the following definitions in correct alphabetical order:

“Groundwater” means water occurring below the surface of the ground within voids in a rock or soil matrix.

“Groundwater Management Plan” means a written plan that sets out a comprehensive approach to the planning, design, implementation and operation of on-site groundwater management techniques to meet the requirements imposed on the development.

“Groundwater Management System” means a system or technique for preventing the discharge of groundwater from a site into the City collection system.

“Hydrogeological Study” means a written review, certified by a Professional Engineer or Geoscientist, of the occurrence, distribution and effect of groundwater on a proposed development site and may include a Groundwater Management Plan.

“Impact Assessment” means a written report that sets out any potential or realized environmental impacts which may or will result from infiltration or extraction of groundwater on the development site.

“Rainwater” means rainfall and other natural precipitation.

“Rainwater drainage” means runoff resulting from rainwater or from melting snow or ice.

“Rainwater Management System” means a system for collecting, retaining, detaining, treating or conveying rainwater and rainwater drainage, including catch basins, sewers and pumps and the storm drainage facilities, structures or devices used for storage, management and treatment to buffer the effects of runoff or improve the quality of the rainwater and rainwater drainage, including natural ecosystem based facilities, structures, and devices.

“Rainwater Management Plan” means a hydrological and hydraulic study, certified by a Professional Engineer, that sets out a comprehensive approach to the planning, design, implementation and operation of a rainwater management system in a manner that balances and optimizes environmental impacts and drainage efficiency and sets out the size, location and configuration of the rainwater management system on the site

as well as associated methodology, calculations, and plan drawings that demonstrate how the requirements imposed on the development will be met.

“Water table” means the level below which the ground is saturated with water at a pressure of 1 atmosphere or greater.”

3. Council inserts new sections 3.3.2A, 3.3.2B and 3.3.2C as follows:

“3.3.2A In making a determination regarding the adequacy of drainage under section 3.3.2(d) of this By-law, the Director of Planning or the Development Permit Board may require any development permit applicant to submit a Hydrogeological Study and an impact assessment, and may consider drainage to be inadequate if the proposed development will result in:

- (a) any groundwater discharge from the site into the City collection system;
- (b) rainwater or stormwater discharge from the site into the City collection system that would increase the downstream flow; or
- (c) water infiltration that could reasonably be expected to compromise the underlying aquifer or geology.

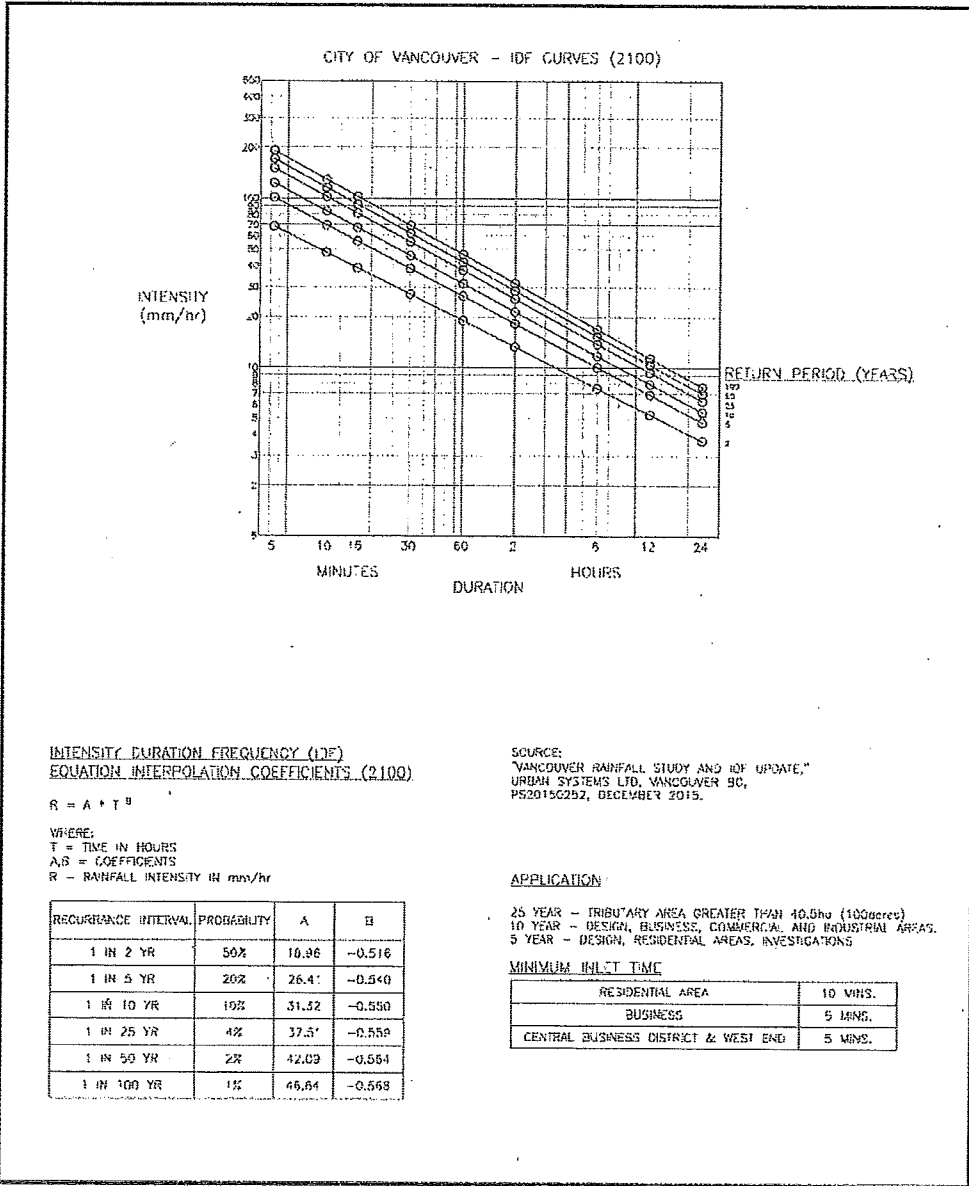
3.3.2B In order to address the inadequacy of drainage the Director of Planning or Development Permit Board may impose conditions on development requiring the applicant to develop the proposed site in accordance with a:

- (a) rainwater management plan designed to achieve prescribed performance targets; and
- (b) groundwater management plan designed to prevent groundwater discharge into the City collection system and limit or reduce environmental impacts, including stricter targets if the development is below the water table.

3.3.2C In order to ensure compliance with a rainwater management plan or a groundwater management plan or both, the Director of Planning or Development Permit Board may refuse to issue the development permit unless the property owner has first entered into a rainwater and groundwater management agreement, to the satisfaction of the Director of Legal Services and the City Engineer, to:

- (a) construct a rainwater management system or groundwater management system, or both, on the site that is designed and certified by a Professional Engineer to:
 - i. prevent groundwater discharge from entering the City’s collection system;
 - ii. retain the first 24mm of rainwater in a 24 hour period from all areas, including rooftops, paved areas, and landscape;

Schedule I

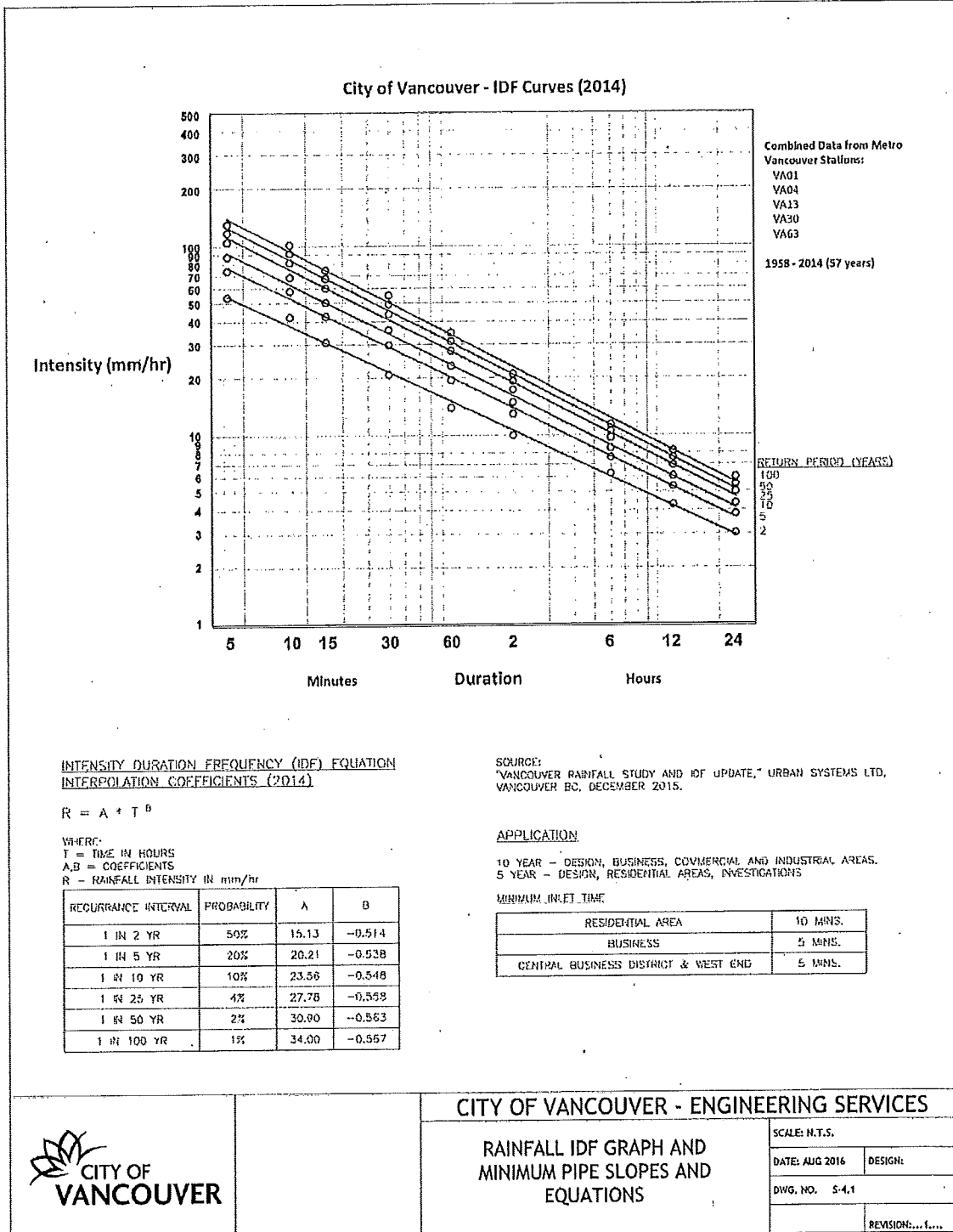


ENGINEERING SERVICES - CITY OF VANCOUVER

	SEWERS & DRAINAGE DESIGN BRANCH	SEWER - STANDARDS	SCALE: N.T.S.
	DRAWN BY: SP	RAINFALL INTENSITY EQUATION	STANDARD SECTION
	DESIGN:	2100 IDF CURVE	REVISION:.....
	REFERENCES:		

PL011610-01-18-17 1.41.58 PJU
 URL: \\SEWER_DES\CIN\Processes & Forms\sewer Design Manual\sewer Design Manual - STANDARD ENGINEERING-COMPLETION\STANDARD DRAWINGS PAGE 1-20.649

Schedule I



	CITY OF VANCOUVER - ENGINEERING SERVICES	
	RAINFALL IDF GRAPH AND MINIMUM PIPE SLOPES AND EQUATIONS	
	SCALE: N.T.S.	DESIGN:
	DATE: AUG 2016	DWG. NO. S-4.1
	REVISION: ... 1, ...	

EXPLANATION**A By-law to amend the Sign By-law No. 11879
Regarding new RM-8A and RM-8AN Districts**

After the public hearing on September 5, 2018, Council resolved to amend the Sign By-law to add new District Schedules to Section 7.1. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

EXPLANATION

**A By-law to amend the Parking By-law No. 6059
Regarding parking requirements for new RM-8A and RM-8AN Districts**

After the public hearing on September 5, 2018, Council resolved to amend the Parking By-law to address the new RM-8A and RM-8AN Districts. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HC.

By-law amending Parking By-law
Regarding new RM-8A and RM-8AN Districts

BY-LAW NO.

**A By-law to amend Parking By-law No. 6059
Regarding parking requirements for new RM-8A and RM-8AN Districts**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Section 4.2 – Table of Number of Required and Permitted Accessory Parking Spaces in R except for Downtown, C except for Downtown and Central Broadway, M, I except for Mount Pleasant industrial area, DEOD, and First Shaughnessy Districts, and Broadway Station Precinct shown outlined in heavy black on Map 4.5., Council amends section 4.2.1.4, under COLUMN 1 – BUILDING CLASSIFICATION by:
 - (a) adding “Multiple Dwelling in RM-8A and RM-8AN (not including Rowhouse)” in Column 1 below “Multiple Dwelling in RM-7, RM-7N and RM-7AN (not including Rowhouse)”;
 - (b) adding “A minimum of 0.8 spaces for every dwelling unit.” in Column 2 across from “Multiple Dwelling in RM-8A and RM-8AN (not including Rowhouse)” in Column 1;
 - (c) striking out the words “Rowhouse in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-9, RM-9N and RM-9BN” and substituting “Rowhouse in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-8A, RM-8AN, RM-9, RM-9N and RM-9BN”; and
 - (d) striking out the words “Principal Dwelling Unit with a Lock-off Unit in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN” and substituting “Principal Dwelling Unit with a Lock-off Unit in RM-7, RM-7N, RM-7AN, RM-8, RM-8N, RM-8A, RM-8AN, RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN”.
3. In Section 6.2 – Table of Number of Required Off-Street Bicycle Spaces, Council amends section 6.2.1.3, under COLUMN 1 – BUILDING CLASSIFICATION by striking out the words “Rowhouse in RM-7, RM-7N and RM-7AN, Multiple Dwelling and Rowhouse in RM-8 and RM-8N, Multiple Dwelling and Rowhouse in RM-9, RM-9N and RM-9BN.” and substituting “Rowhouse in RM-7, RM-7N and RM-7AN, Multiple Dwelling and Rowhouse in RM-8, RM-8N, RM-8A and RM-8AN, Multiple Dwelling and Rowhouse in RM-9, RM-9N and RM-9BN.”.

EXPLANATION

Subdivision By-law No. 5208 amending By-law Re: New RM-8A and RM-8AN Districts

Enactment of the attached By-law will delete the properties shown in black outline on Schedule A attached to this By-law from the maps forming part of Schedule A, and is consequential to the rezoning of the property.

Director of Legal Services
September 18, 2018

HC.

BY-LAW NO.

**A By-law to amend Subdivision By-law No. 5208
regarding new RM-8A and RM-8AN Districts**

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. Council amends the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law to delete the RS-1 areas being rezoned to RM-8A and RM-8AN by deleting the properties shown in black outline on Schedule A to this By-law, in accordance with the explanatory legends, notations, and references incorporated therein.
4. Council amends Table 1 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-8A and RM-8AN, as follows:

	District	Minimum Parcel Width	Minimum Parcel Area
RM-8A	Multiple Dwelling	40 ft. [12.192 m]	4,800 sq. ft. [445.935 m ²]
RM-8AN	Multiple Dwelling	40 ft. [12.192 m]	4,800 sq. ft. [445.935 m ²]

5. Council amends Table 2 of Schedule A of the Subdivision By-law by inserting, in the appropriate alphabetical and numerical order, standards for RM-8A and RM-8AN, as follows:

	District	Minimum Parcel Width	Minimum Parcel Area
RM-8A	Multiple Dwelling	30 ft. [9.144 m]	3,000 sq. ft. [278.709 m ²]
RM-8AN	Multiple Dwelling	30 ft. [9.144 m]	3,000 sq. ft. [278.709 m ²]

6. 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.

7. 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

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



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

Grandview-Woodland - RM-8A

map: 1 of 2

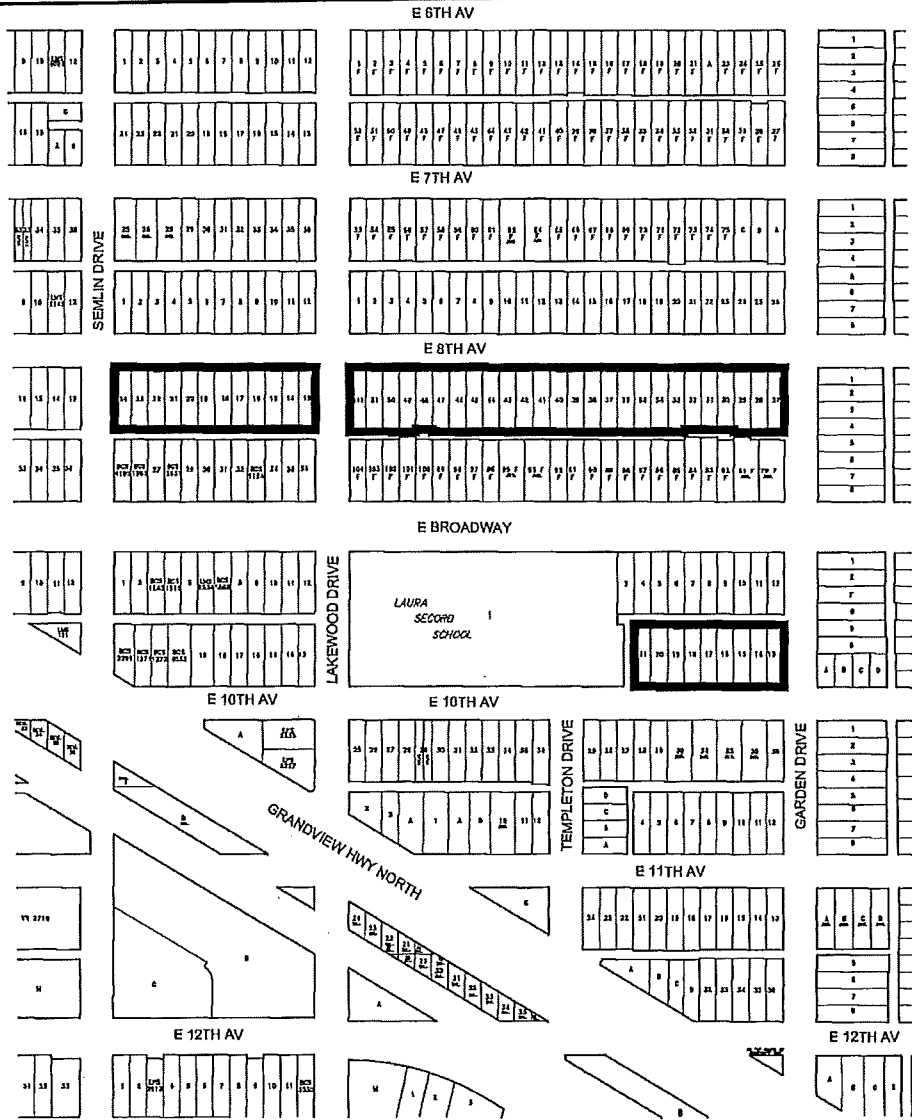
scale: NTS



City of Vancouver

date: 2018-09-07

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



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

Grandview-Woodland - RM-8A

map: 2 of 2
 scale: NTS

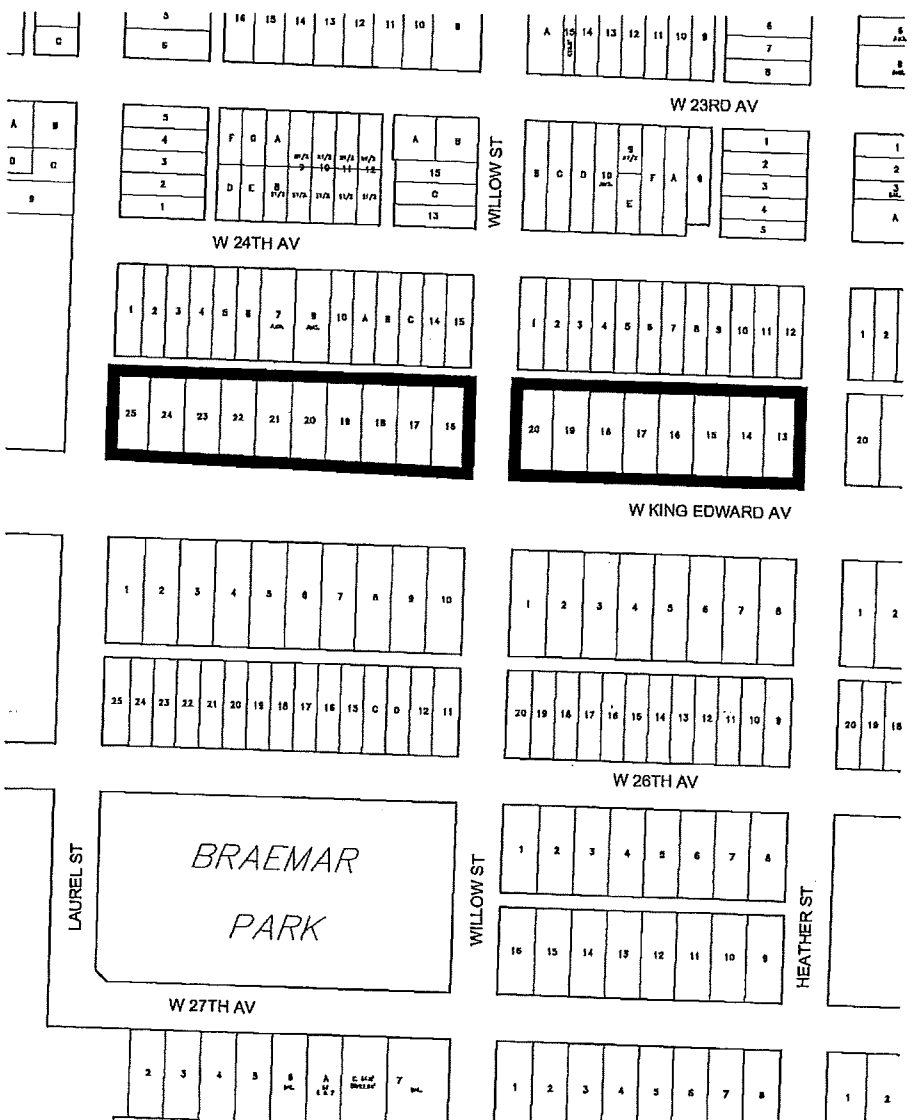



City of Vancouver

date: 2018-09-07

Schedule A

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



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

Cambie Corridor - RM-8AN

map: 1 of 2
 scale: NTS

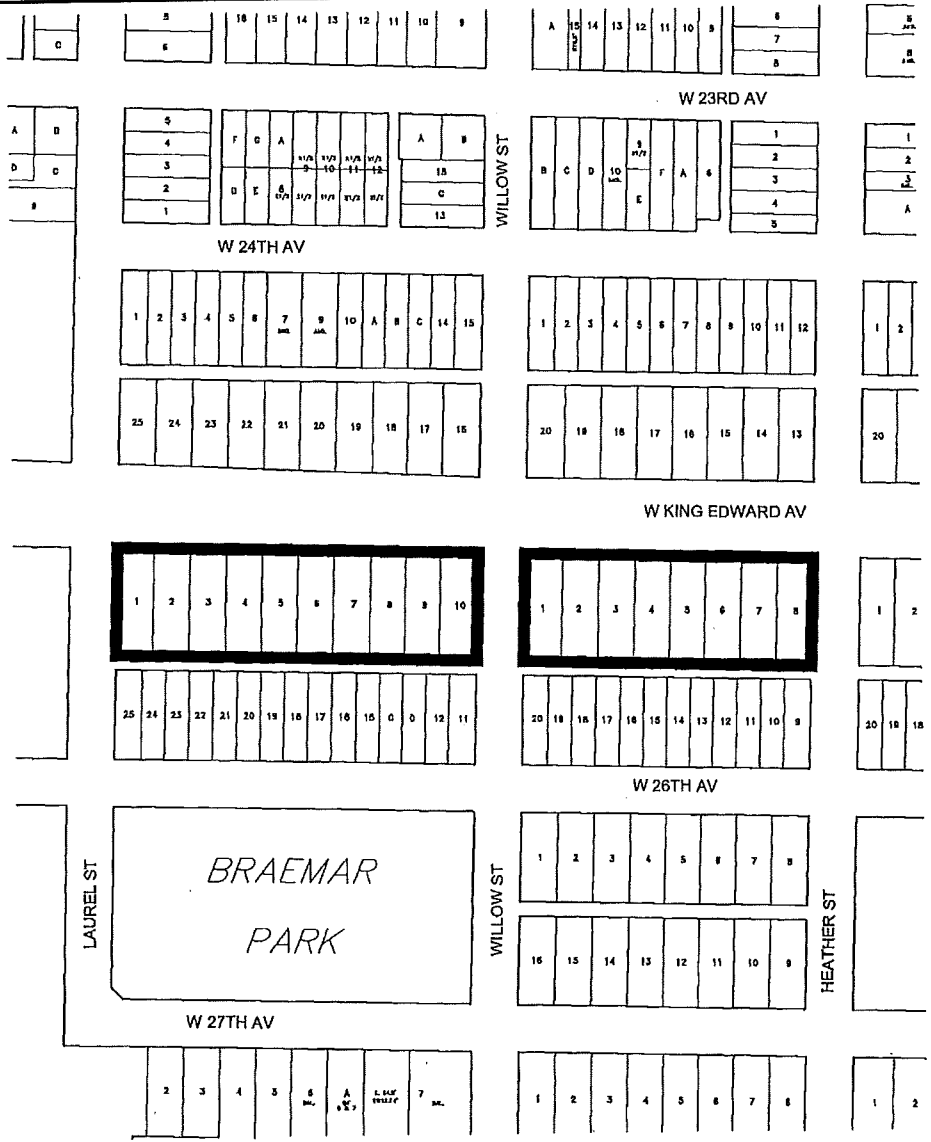


City of Vancouver

date: 2018-09-07

Schedule A

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



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

Cambie Corridor - RM-8AN

map: 2 of 2

scale: NTS

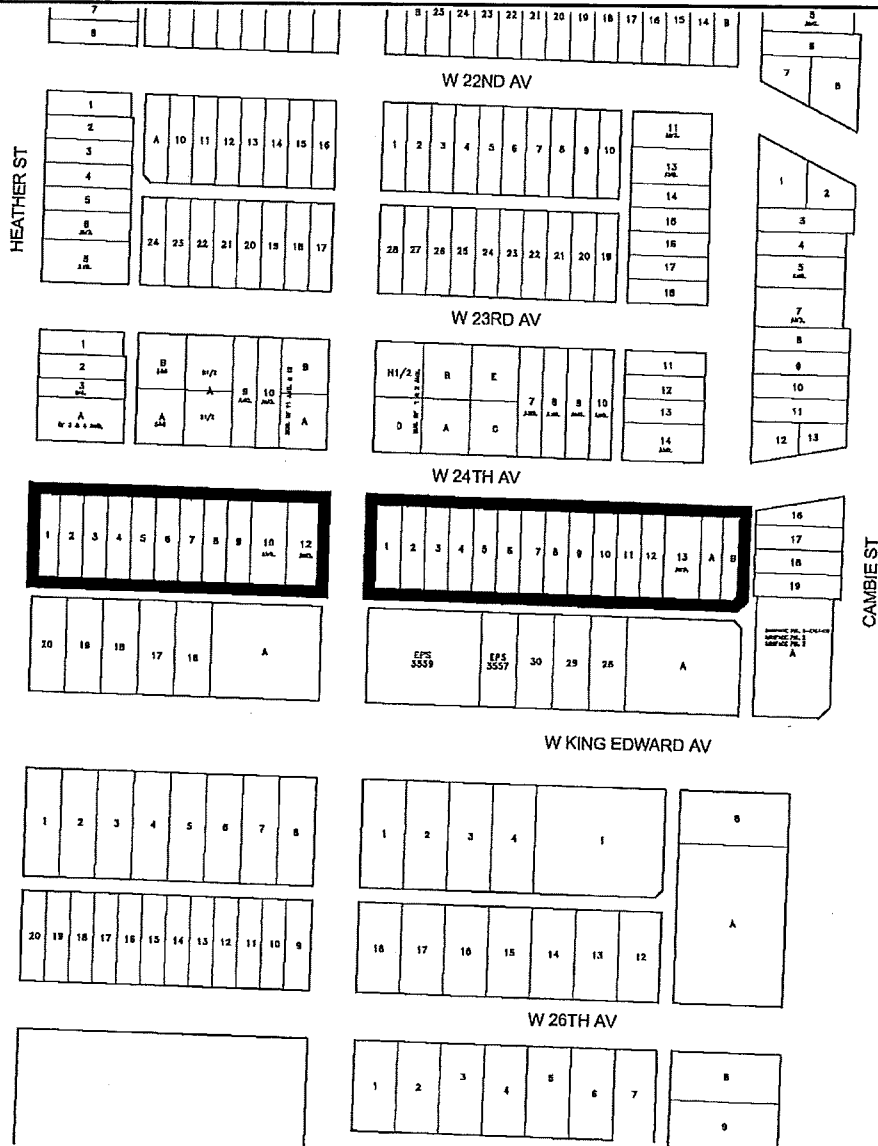



City of Vancouver

date: 2018-09-07

Schedule A

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



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

Cambie Corridor - RM-8A

map: 1 of 4
scale: NTS

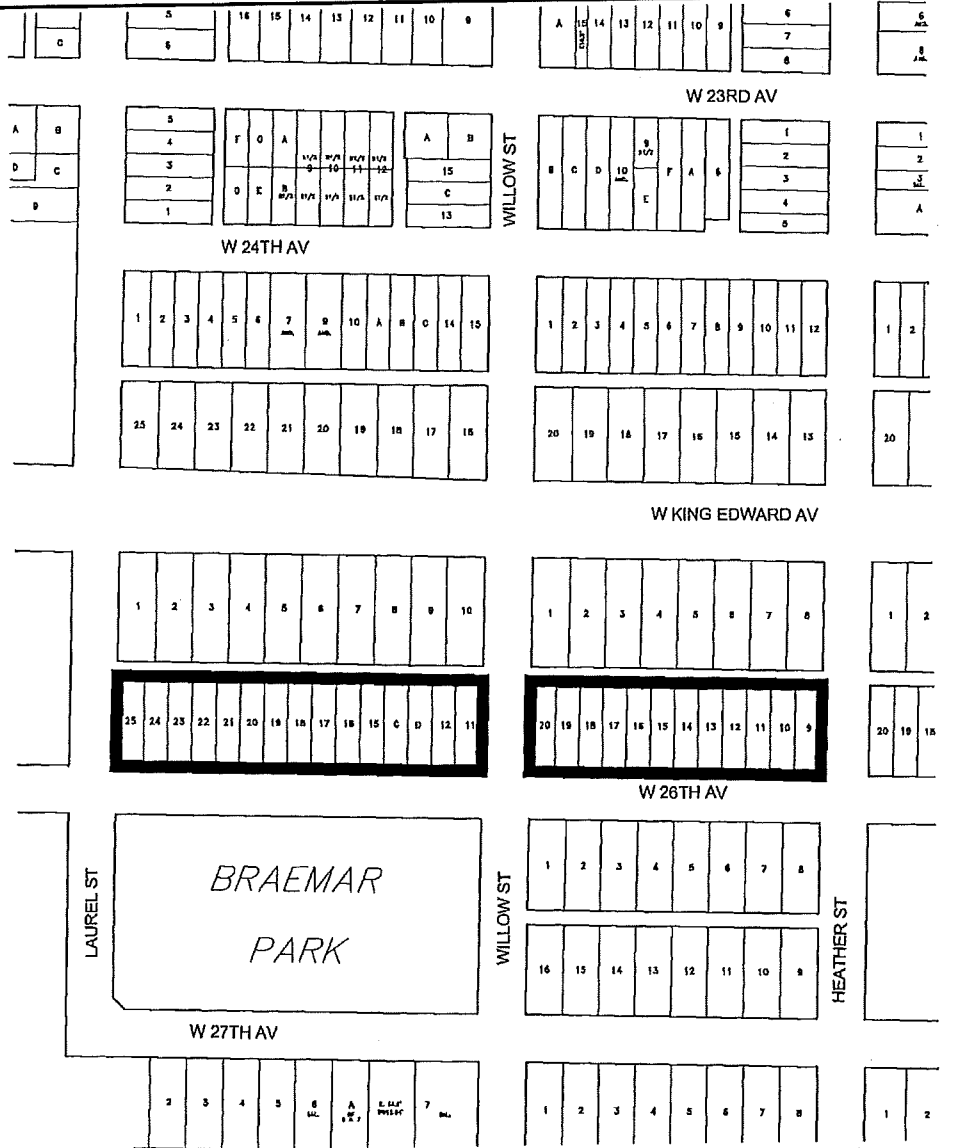


City of Vancouver

date: 2018-09-07

Schedule A

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



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

Cambie Corridor - RM-8A

map: 2 of 4
 scale: NTS



City of Vancouver

date: 2018-09-07

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



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

Cambie Corridor - RM-8A

map: 3 of 4
scale: NTS

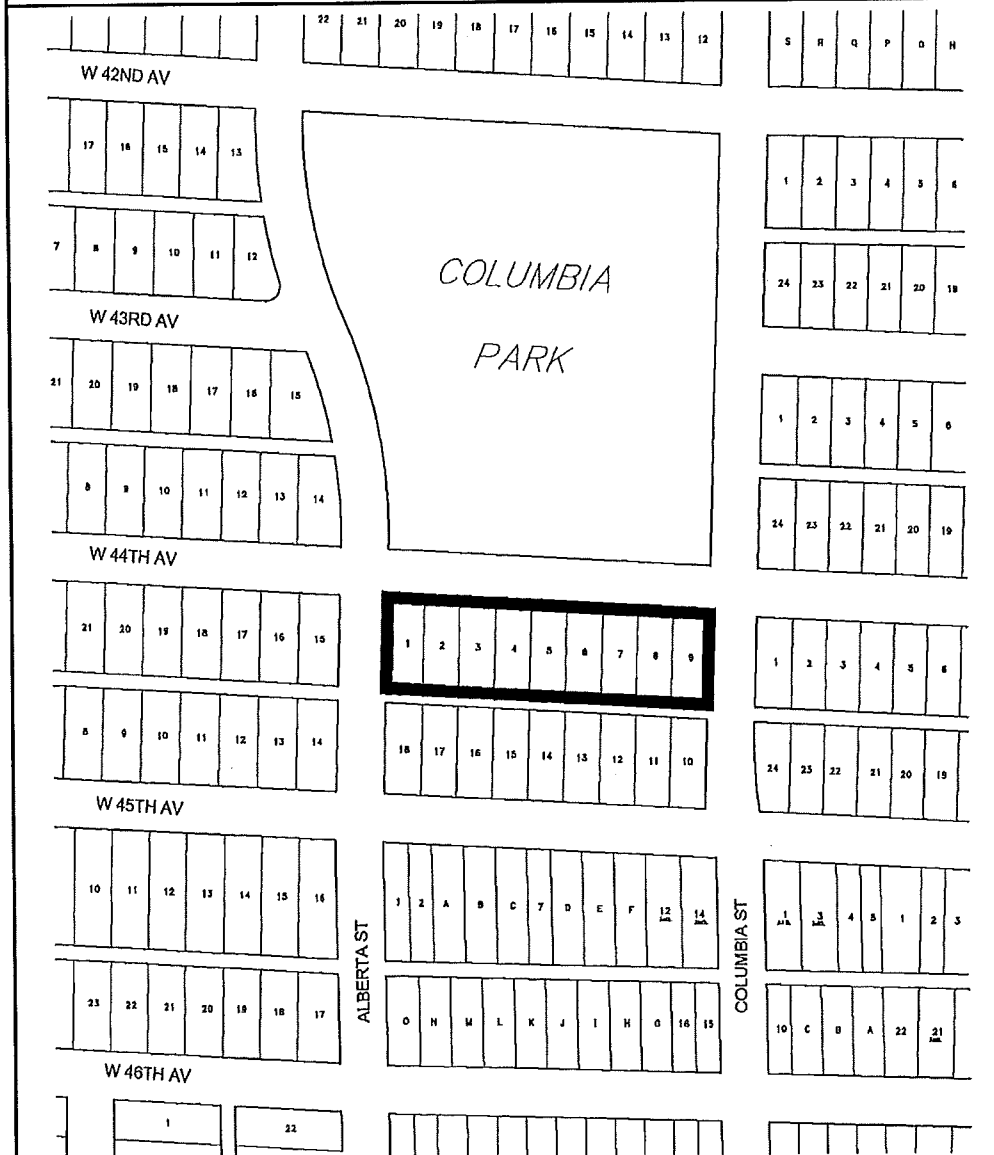


City of Vancouver

date: 2018-09-07

Schedule A

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



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

Cambie Corridor - RM-8A

map: 4 of 4

scale: NTS



City of Vancouver

date: 2018-09-07

EXPLANATION**A By-law to amend Arbutus Corridor Official
Development Plan By-law No. 8249
regarding removal of certain lands**

Following the public hearing on September 5, 2018, Council gave approval to amend the Arbutus Corridor Official Development Plan regarding the removal of certain lands. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HC.

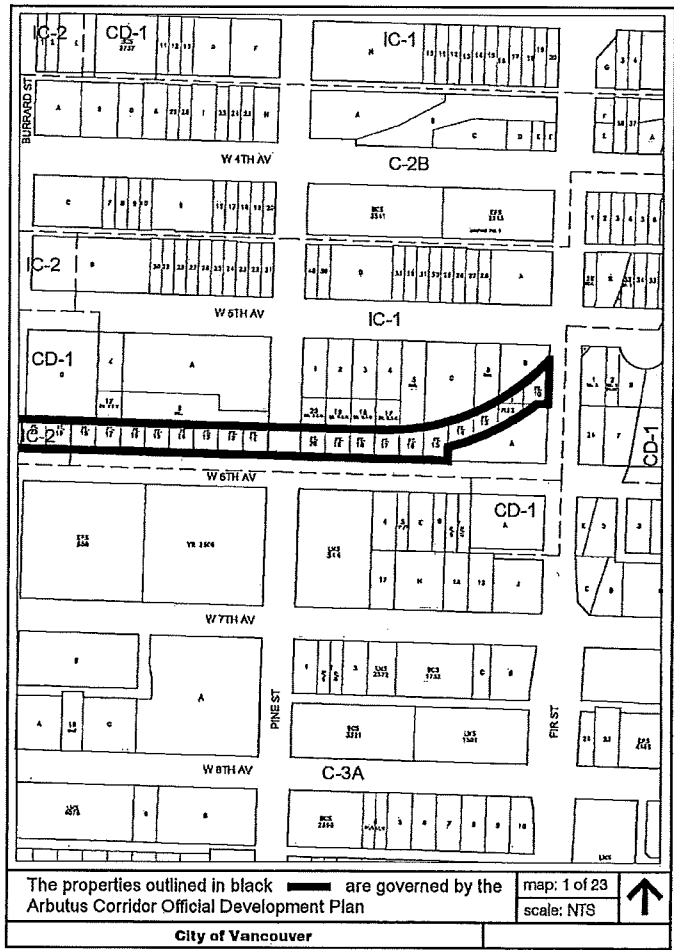
Arbutus Corridor Official Development Plan
Re: Removal of Lands

BY-LAW NO.

**A By-law to amend Arbutus Corridor Official Development Plan By-law No. 8249
regarding removal of certain lands**

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

1. This By-law amends the indicated provisions of the Arbutus Corridor Official Development Plan By-law No. 8249.
2. In section 1.1, Council strikes out the words "Maps 1 to 25" and substitutes "Maps 1 to 23".
3. In the maps attached to the plan, Council:
 - (a) strikes out Map 1 of 25;
 - (b) strikes out Map 2 of 25;
 - (c) strikes out Map 3 of 25 and replaces it with the following:



- (d) renumbers the remaining maps accordingly, as Maps 2 of 23 through 23 of 23; and
- (e) strikes out the words "proposed to be" at the bottom of each of Maps 2 through 23.

4. 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.

EXPLANATION

**A By-law to amend Regional Context Statement
Official Development Plan By-law No. 10789
regarding land use in the Arbutus Corridor**

Following the public hearing on September 5, 2018, Council approved the application to amend the Regional Context Statement Official Development Plan By-law No. 10789, regarding land use in the Arbutus Corridor. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

EXPLANATION**Street Name By-law No. 4054
Regarding naming of street extensions
adjacent to Little Mountain Development**

Enactment of the attached By-law will implement Council's resolution of September 18, 2018 to name street extensions as set out in the attached By-law.

Director of Legal Services
September 18, 2018

116.

BY-LAW NO.

**A By-law to amend Street Name By-law No. 4054
regarding the naming of street extensions
adjacent to Little Mountain Development**

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

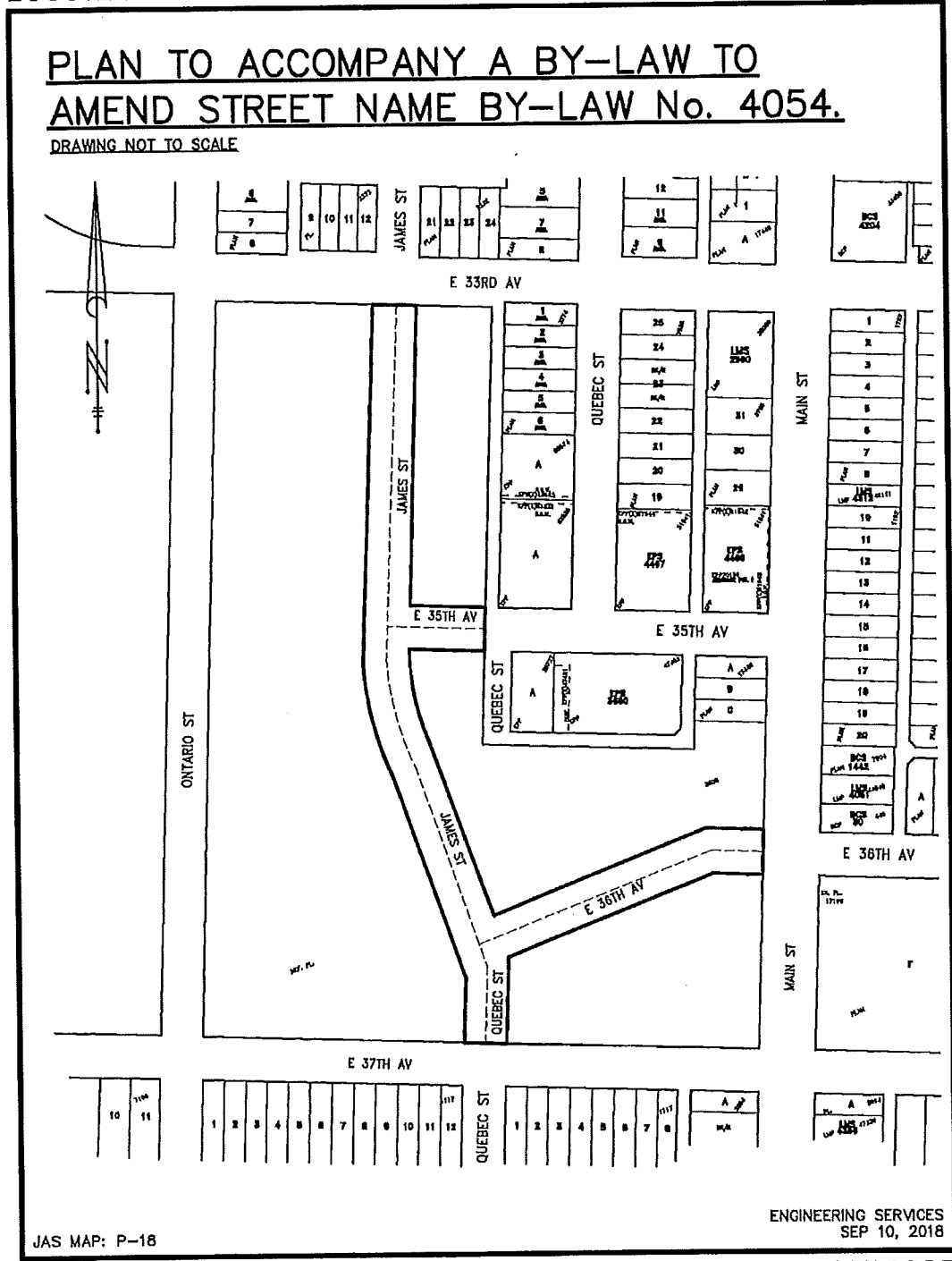
1. Council amends By-law No. 4054 by:

- (a) assigning the name "James Street" to those portions of public street labelled on the plan marginally numbered LF 12025, attached to and forming part of this By-law;
- (b) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "James Street" located as shown on the plan marginally numbered LF 12025;
- (c) assigning the name "Quebec Street" to those portions of public street labelled on the plan marginally numbered LF 12025, attached to and forming part of this By-law;
- (d) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "Quebec Street" located as shown on the plan marginally numbered LF 12025;
- (e) assigning the name "East 36th Avenue" to those portions of public street labelled on the plan marginally numbered LF 12025, attached to and forming part of this By-law;
- (f) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "East 36th Avenue" located as shown on the plan marginally numbered LF 12025;
- (g) assigning the name "East 35th Avenue" to those portions of public street labelled on the plan marginally numbered LF 12025, attached to and forming part of this By-law; and
- (h) adding to the "Official Street Name Map of the City of Vancouver", which is the plan marginally numbered L325, attached to and forming part of By-law No. 4054, those portions of public street named "East 35th Avenue" located as shown on the plan marginally numbered LF 12025;

LF12025

PLAN TO ACCOMPANY A BY-LAW TO AMEND STREET NAME BY-LAW No. 4054.

DRAWING NOT TO SCALE



JAS MAP: P-18

ENGINEERING SERVICES
SEP 10, 2018

EXPLANATION

A By-law to amend the Ticket Offences By-law Re: Housekeeping amendments

The attached By-law will implement housekeeping amendments that are necessary in order to correct four incorrect section references to the Fire By-law that were recently identified.

Director of Legal Services
September 18, 2018

EXPLANATION**A By-law to amend the Noise Control By-law
Re: Housekeeping amendment**

The attached By-law will implement a housekeeping amendment that is necessary and incidental to a previous report dated April 25, 2018, entitled "Update on Liquor Policy Implementation and Upgrading the Granville Entertainment District", and is consistent with Council's resolution of May 2, 2018 to amend the Noise Control By-law pursuant to that report.

Director of Legal Services
September 18, 2018

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 521-527 West 8th Avenue**

Following the Public Hearing on November 14, 2017, Council gave conditional approval to the rezoning of the site at 521-527 W 8th Avenue. The Director of Planning has advised that condition (c) 2 requiring a building setback and surface SRW was waived by the GMES and that all other prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 18, 2018

HC

521-527 West 8th 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 or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-728 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (711).

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

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (b) Institutional Uses, limited to Child Day Care Facility, School – University or College, and Social Service Centre;
- (c) Office Uses;
- (d) Retail Uses, limited to Grocery or Drug Store, Liquor Store, Retail Store, Secondhand Store, and Public Bike Share;
- (e) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Photofinishing or Photography Laboratory, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

- (f) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (g) Accessory Uses customarily ancillary to the uses listed in section 2.2.

Conditions of use

3. All commercial uses and accessory uses listed in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Neighbourhood Public House;
- (b) Public Bike Share;
- (c) Restaurant; and
- (d) display of flowers, plants, fruits and vegetables.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 919.6 m², being the site area at the time of application for the rezoning evidenced by this By-law, prior to any dedications.

4.2 The floor space ratio for all uses must not exceed 6.51.

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

4.4 Computation of floor area must exclude:

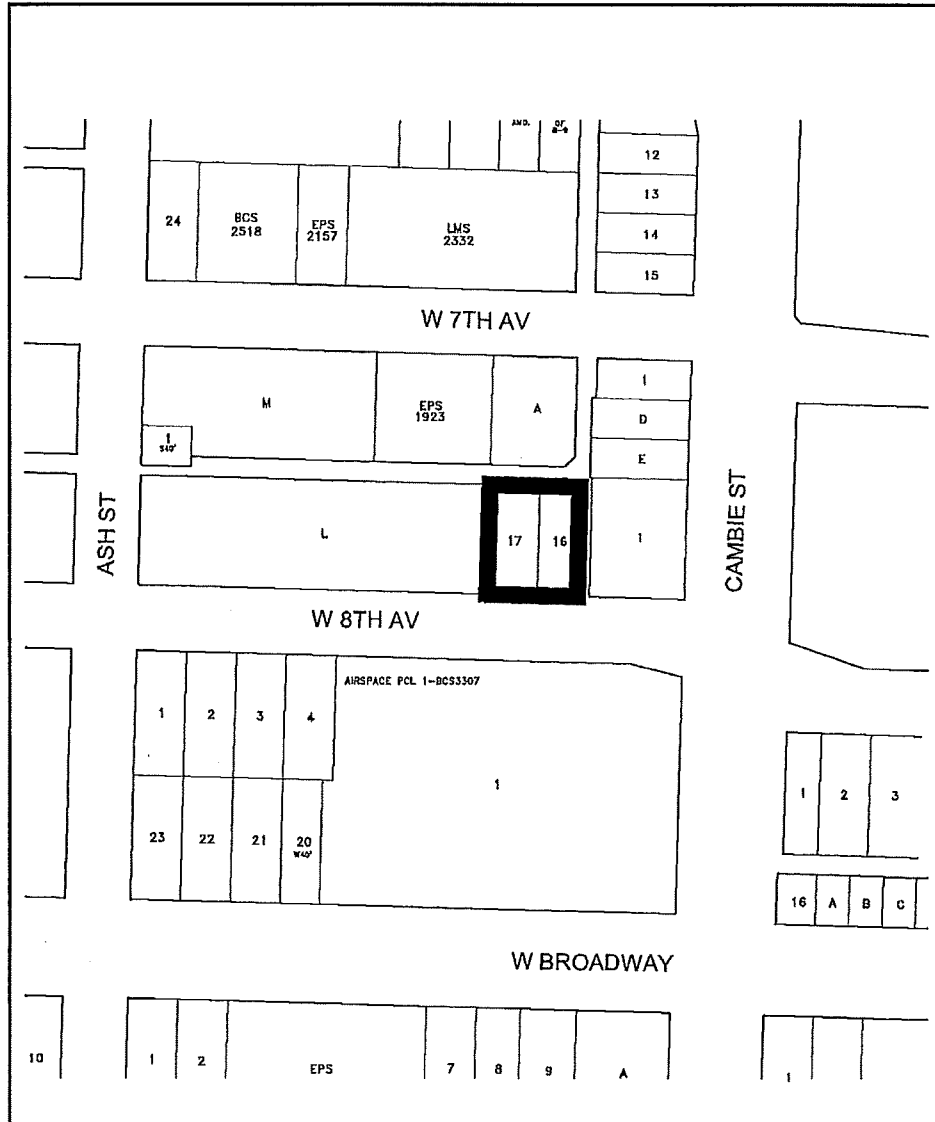
- (a) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls; and
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.

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

Building height

5. Building height, measured from base surface, must not exceed 33.3 m.

Schedule A



The properties outlined in black () are rezoned:
 From **C-3A** to **CD-1**

Z-728 (b)

RZ- 521-527 West 8th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2017-10-13

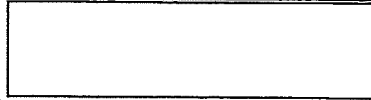
EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1500 Robson Street**

On November 20, 2017, the Development Permit Board approved in principle a development on the above noted property, subject to, among other things, 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 Community Services, prior to the issuance of a Development Permit. 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
September 18, 2018

**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)

Cameron Whyte, McCarthy Tétrault LLP
2400 - 745 Thurlow Street

Phone: (604) 643-5933
Client No. 010452 Doc 18286028
File: 161661-482064

Vancouver BC V6E 0C5

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
**030-498-309 LOT A BLOCK 44 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP78310**

STC? YES

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Entire Instrument

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):

LONDON LIFE INSURANCE COMPANY, INC. NO. A0032961

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)

CAMERON WHYTE
Barrister & Solicitor
McCarthy Tétrault LLP
SUITE 2400 - 745 THURLOW STREET
VANCOUVER, B.C. V6E 0C5
DIRECT 604-643-5933

Execution Date		
Y	M	D
18	07	09

Transferor(s) Signature(s)
LONDON LIFE INSURANCE
COMPANY, by its authorized
signatory(ies):

Print Name: **Geoff Heu**
Authorized Signatory

Print Name: **Michael Reed**

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

Transferor / Borrower / Party Signature(s)

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
RENTAL HOUSING
1500 ROBSON STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, LONDON LIFE INSURANCE COMPANY, is called the "Owner", as more particularly defined in Section 1.1(t); 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 develop the Lands pursuant to Development Application DP-2017-00304 (the "Development Application") to permit the development of a 21 storey mixed use building with 127 market rental units and commercial units at grade all over four levels of underground parking with access off of the lane (the "Development"), which Development Application was approved by the Development Permit Board in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will 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 127 residential units in the New Building as rental housing units for the longer of 60 years and life of the New Building and the following additional conditions in respect of those units:
- a) that such units may not be subdivided by deposit of a strata plan;
 - b) that none of such units may be separately sold;
 - c) that none of such units will be rented for less than one month at a time; and
 - d) that eligible tenants be offered first right of refusal of a replacement unit of a similar type (number of bedrooms) to their current unit or a unit otherwise suitable to their housing needs at a 20% discount off of starting rents; 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, pursuant to Section 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) "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;
- (f) "Development" has the meaning ascribed to it in Recital C;
- (g) "Development Application" has the meaning ascribed to it in Recital C;
- (h) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (l) "Eligible Tenants" means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the Development proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;
- (m) "Existing Building" means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Development Application;
- (n) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the City's Arts, Culture and Community

Services Department and her/his successors in function and their respective nominees;

- (o) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (p) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (q) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) "New Building" means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) "Owner" means the registered owner of the Lands as of the Effective Date, namely LONDON LIFE INSURANCE COMPANY, and its successors and permitted assigns;
- (u) "Related Person" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual,provided that, so long as the Owner is London Life Insurance Company, paragraph (i) above will not apply to determine who is a Related Person;
- (v) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at 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;

- (w) "Rental Housing Units" means at least 127 new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and "Rental Housing Unit" means any one of them;
- (x) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Rental Housing Units" means all of such units;
- (y) "Residential Tenancy Act" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (z) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and "Returning Tenant" means any one of them;
- (aa) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan submitted and approved by the City;
- (bb) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (cc) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (dd) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (ee) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) *Party*. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) *Singular; Gender*. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.

- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is Inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 127 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-law 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 such 127 Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 127 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a

"Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) 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 Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;
- (f) 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; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) 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;
- (i) 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 a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred;
- (j) 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; and
- (k) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the remaining duration of the Term.

**ARTICLE 3
RETURNING TENANTS**

3.1 Returning Tenants. The Owner covenants and agrees with the City in respect of the use of the Lands:

- (a) it will provide each Eligible Tenant with a right of first refusal to occupy a Rental Housing Unit of a similar type (number of bedrooms) to their current unit in the Existing Building or a Rental Housing Unit that is otherwise suitable to their housing needs, in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan, being a rent that is discounted by 20% of the market rent for the respective Rental Housing Unit;
- (b) it will provide all Eligible Tenants with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan;
- (c) any Eligible Tenant that was occupying a pet friendly unit in the demolished building will be offered a pet friendly unit in the New Building; and
- (d) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

4.1 No Occupancy. The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (A) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (B) a final Tenant Relocation Report;
 - (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 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5
RELEASE AND INDEMNITY

5.1 Release and Indemnity. Subject to Section 5.2, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant 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

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

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b),

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

- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 6 NOTICES

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

- (a) If to the City, addressed to:

City of Vancouver
453 West 12th Avenue

Vancouver, British Columbia
V5Y 1V4

Attention: General Manager of Arts, Culture and Community Services with a
concurrent copy to the Director of Legal Services

- (b) If to the Owner, addressed to:

London Life Insurance Company
1600 - 650 West Georgia Street
Vancouver, British Columbia
V6B 4N7

Attention: Asset Manager, 1500 Robson Street

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

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the
part of the Owner will be covenants the burden of which will run with and will bind the Lands
and will attach thereto.

7.2 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 Development
Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may
rank in priority to the registrable interests in land granted pursuant to this
Agreement.

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

7.4 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.

7.5 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

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

7.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), 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 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

7.8 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

7.9 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City

under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

7.10 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3819 Boundary Road**

After the public hearing on May 26, 2015, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Community Services and the Director of Legal Services, prior to enactment of the CD-1 By-law. The Housing Agreement was authorized by the enactment of By-law 11447 as contemplated by Section 565.2 of the Vancouver Charter and pursuant thereto, the Housing Agreement was registered on title to the lands on February 25, 2016 under registration no. CA5004993 (the "First Housing Agreement").

Subsequently, the previous owner of the lands transferred the lands to the current land owner, Provincial Rental Housing Corporation, who intends to construct a development on the lands comprised of dwelling units for use as Social Housing (as that term is defined in the Development Cost Levy By-law No. 9755) instead of for use as For-Profit Affordable Rental Housing, as was secured under the First Housing Agreement.

This Housing Agreement, which will replace the First Housing Agreement, has been accepted and executed by the land owner, 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 the Housing Agreement with the land owner.

Director of Legal Services
September 18, 2018

HG.

3891 Boundary Road

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3819 Boundary Road**

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:

029-691-346

LOT A BLOCK A SECTION 51 TOWN OF HASTINGS
SUBURBAN LANDS PLAN EPP55612

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 lawyer]

Deduct LTSA Fees? Yes

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

029-691-346 LOT A BLOCK A SECTION 51 TOWN OF HASTINGS SUBURBAN LANDS
PLAN EPP55612

STC? YES

3. NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire Instrument

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):

PROVINCIAL RENTAL HOUSING CORPORATION (INC. NO. BC0052129)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

CHARLOTTE K. WONG
Barrister & Solicitor
2110 Burquillam Drive
Vancouver, BC V6P 2P1

(AS TO BOTH SIGNATURES)

Execution Date		
Y	M	D
18	09	06

Transferor(s) Signature(s)

PROVINCIAL RENTAL HOUSING CORPORATION, by its authorized signatory(ies):

Print Name: Dan Maxwell

Print Name: Michael Flanigan

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
(Social Housing)
3819 BOUNDARY ROAD

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, is called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The previous owner of the Lands, 0944881 B.C. Ltd. (the "Previous Owner") rezoned the Lands from C1 Commercial District to a CD-1 (Comprehensive Development) District (the "Rezoning") and as a condition of such Rezoning, the Previous Owner entered into and registered on title to the Lands, a Housing Agreement securing all residential units in the New Building being constructed thereon as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the New Building;
- D. Subsequent to the Rezoning, the Owner purchased the Lands from the Previous Owner and the Owner wishes to construct a development (the "Development") thereon comprised of Dwelling Units thereon for use as Social Housing; and
- E. The Owner and the City have agreed to enter into this agreement to secure all of the Dwelling Units in the New Building for use as Social Housing.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATIONS

- 1.1 Definitions. In this Agreement the following terms have the definitions now given:
- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
 - (b) "City" and "City of Vancouver" are defined in Recital A(ii);

- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office ;
- (f) "Development" means the development on the Lands described in Recital D as contemplated by the Rezoning;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (k) "Housing Income Limit" or "HIL" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rent Market Survey or an equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services);
- (l) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (n) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss

of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (o) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (p) "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;
- (q) "Owner" means the Transferor, PROVINCIAL RENTAL HOUSING CORPORATION, and any successors in title to the Lands or a portion of the Lands;
- (r) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (s) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (t) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (v) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;

- (w) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (x) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Social Housing Units;
- (y) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (z) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and

regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.

- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building all Dwelling Units for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the Issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term not less than 30% of the Social Housing Units will be:
- (i) occupied only by households with aggregate incomes below the then current applicable HIL; and
- (ii) each rented at a monthly rate no higher than 1/40th of the then current applicable annual HIL;
- unless otherwise agreed by the City;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial

or registered title to any Social Housing Unit to be sold or otherwise transferred unless:

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

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:

- (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

**ARTICLE 5
ENFORCEMENT**

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

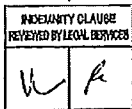
**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, 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. withholding any permit pursuant to this Agreement; or



- B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) 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 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 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 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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

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

- (b) If to the Owner:

Provincial Rental Housing Corporation
1701 - 4555 Kingsway
Burnaby, British Columbia
V5H 4V8

Attention: Manager - Real Estate Services

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
 - (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable; so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so

elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 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*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 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.

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1619-1651 East Broadway**

After the public hearing, on May 22, 2018, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the Managing Director of Social Development, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed 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 the Housing Agreement with the land owner.

Director of Legal Services
September 18, 2018

Schedule A

FORM_C_V24 (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)

DENTONS CANADA LLP

Barristers and Solicitors

20th Floor, 250 Howe Street

Vancouver

BC V6C 3R8

Telephone 604-687-4460

File No. 6778 / 552024-4

Rezoning - Housing Agreement

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-467-365

**LOT 1 BLOCK 154 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
 DISTRICT PLAN EPP82462**

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

0923172 B.C. LTD., INC. NO. BC0923172

PEOPLES TRUST COMPANY, INC. NO. A0033943, 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)



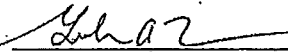
ROBERT A. GOODRICH
Barrister & Solicitor
DENTONS CANADA LLP
 20th Floor, 250 Howe Street
 Vancouver, B.C. V6C 3R8
 Telephone (604) 687-4460

Execution Date

Y	M	D
18	9	7

Transferor(s) Signature(s)

0923172 B.C. LTD., by its
 authorized signatory(ies):



Print Name: *Graham A. Thom*

Print Name: _____

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date		
Y	M	D
18		

Transferor / Borrower / Party Signature(s)

City of Vancouver, by its authorized signatory(ies):

Print Name: _____

Print Name: _____

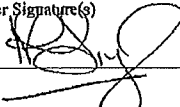
OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



VANDANA N. SINGH
A Commissioner for Taking Affidavits
for British Columbia
SUITE 460 - 888 DUNSMUIR STREET
VANCOUVER, B.C. V6C 3K4
EXPIRY DECEMBER 31, 2019

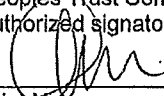
(AS TO BOTH SIGNATURES)

Execution Date

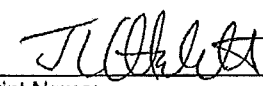
Y	M	D
18	09	07

Transferor / Borrower / Party Signature(s)

Peoples Trust Company, by its
authorized signatory(les):



Print Name: Cathleen Copeland
AVP, Mortgage Services



Print Name: Julia Hallett
Manager Mortgage
Administration - BC

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)

Peoples Trust Company, by its
authorized signatory(ies):

Print Name: _____

Print Name: _____

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E
SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Document

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Page 19 Granting the Covenant with registration number one less priority over Mortgage CA2977867, CA3333568, CA5822742, CA7034707 and Assignment of Rents CA2977868, CA3333569, CA5822743, CA7034708

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

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

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

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL HOUSING
1619 - 1651 EAST BROADWAY

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 0923172 B.C. Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RM-4N (Multiple Dwelling) District to CD-1 (Comprehensive Development) District and after a public hearing to consider the Rezoning Application, the Rezoning Application was approved by City Council in principle, subject to a number of conditions including:
- "Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing the residential units comprised of a minimum of 50% of the total residential floor area, as secured market rental housing for the longer of 60 years or the life of the building, subject to the following additional conditions:*
- (i) a no separate-sales covenant;
 - (ii) a no stratification covenant;
 - (iii) that none of such units will be rented for less than one month at a time;
 - (iv) compliance with the City approved Tenant Relocation Plan, including provision of a final Tenant Relocation Report prior to issuance of the occupancy permit; and
 - (v) such other terms and conditions as the General Manager of Arts, Culture and Community Services and the Director of Legal Services may in their sole discretion require.
- Note to Applicant: This condition will be secured by both a Section 219 Covenant and a Housing Agreement to be entered into by the City, by by-law, enacted pursuant to section 565.2 of the Vancouver Charter.;" and*

D. The Owner and the City are entering into this Agreement to satisfy the foregoing condition.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
- (d) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) "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;
- (f) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) "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;
- (h) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (i) "Eligible Tenants" means the tenants who are listed as residents in the applicant's Tenant Relocation Plan, submitted as part of the Rezoning, in any of the existing units that will be demolished if this development proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and "Eligible Tenant" means any one of them;
- (j) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;

- (k) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (m) "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;
- (n) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (o) "New Building" means any new building or structure to be built on the Lands and any building or structure on the lands being renovated, upgraded or refurbished 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;
- (p) "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;
- (q) "Owner" means the registered owner of the Lands as of the Effective Date, namely, 0923172 B.C. Ltd., and all of its successors and permitted assigns, successors and successors in title to the Lands or any part thereof;
- (r) "Related Person" means, where the registered or beneficial owner of the Secured Rental Housing Unit is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57) then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph A above; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual referred to in Paragraph A above;
- (s) "Replacement Secured Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and "Replacement Secured Rental Housing Units" means all of such units;

- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (u) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and "Returning Tenant" means any one of them;
- (v) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (w) **"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;
- (x) **"Secured Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (y) **"Secured Rental Housing Units"** has the meaning ascribed to that term in section 2.1(c) and **"Secured Rental Housing Unit"** means any one of such units;
- (z) **"Secured Rental Housing Units Parcel"** has the meaning ascribed to that term in Section 8.1(a);
- (aa) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted by the Owner and approved by the City;
- (bb) **"Tenant Relocation Report"** means a report, submitted by the Owner, which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (cc) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (dd) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (ee) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55.

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 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that, throughout the Term:

- (a) the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) at its sole cost and expense, it will construct, fit, finish and maintain the New Building containing the Secured Rental Housing Units 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, not less than fifty percent (50%) of the residential floor area of the New Building will be used for the purpose of providing Secured Rental Housing (the "Secured Rental Housing Units"), in accordance with the terms of this Agreement and applicable by-laws of the City, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Secured Rental Housing Units as the New Building formerly contained, which replacement Secured Rental Housing Units will also be used only for the purpose of providing Secured Rental Housing (each such replacement Secured Rental Housing Unit hereinafter referred to as a "Replacement Secured Rental Housing Unit");
- (d) at least 35% of the Secured Rental Housing Units (or Replacement Secured Rental Housing Units, as applicable) will have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Secured Rental Housing Unit (or Replacement Secured 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 Secured Rental Housing Unit (or Replacement Secured Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Secured Rental Housing Units (or Replacement Secured Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject further to Section 9.9;
- (g) 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 or made subject to conditions which the Director of Legal Services determines are required to fulfill the intent of this Agreement;
- (h) that any sale of any Secured Rental Housing Unit (or Replacement Secured 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) 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, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred;
- (k) 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 Secured 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 be subject to the same use restrictions as the New Building, pursuant to this Agreement, and the applicable by-laws of the City for the remainder of the Term.

ARTICLE 3 RETURNING TENANTS

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

- (a) it will provide each Eligible Tenant with a right of first refusal to occupy a Secured Rental Housing Unit in the New Building following issuance of the Occupancy Permit, based on length of occupancy and with a starting rent as set forth in the Tenant Relocation Plan, such offer to remain open for acceptance by the Eligible Tenants for a period of 30 days from the date of receipt of such offer by the Eligible Tenants;
- (b) as of the Effective Date, it will provide the City with the rents proposed to be charged by the Owner for the Returning Tenants;
- (c) it will provide all Eligible Tenants with the notice, rent allowance, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (d) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

4.1 **No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has complied with the City approved Tenant Relocation Plan and has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (A) 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;
 - (B) a final Tenant Relocation Report with particulars regarding Returning Tenants including the unit number and type to be occupied by each and the starting rent that will be payable for same, together with evidence substantiating the rent discount;
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 4, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

**ARTICLE 5
RECORD KEEPING**

5.1 **Records.** The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged for the Secured Rental Housing Units (or Replacement Secured Rental Housing Units, as applicable) such records to be to the satisfaction of the General Manager of Arts, Culture and Community Services. At the request of the General Manager of Arts, Culture and Community Services, from time to time, the Owner will:

- (a) make such records available during regular business hours 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,

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 except for any wrongful intentional acts by the City or 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,

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;

- (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 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

**ARTICLE 7
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: General Manager of Arts, Culture and Community Services with a concurrent copy to the Director of Legal Services .

If to the Owner, addressed to:

0923172 B.C. Ltd.
Suite 670 - 1665 West Broadway
Vancouver, British Columbia
V6J 5A4

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

ARTICLE 8 SUBDIVISION OF THE LANDS

8.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(h):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of an air space subdivision plan, provided that all the Secured Rental Housing Units will thereafter be contained within a single air space parcel (the "Secured Rental Housing Units Parcel"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Secured Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement (the "Discharge") with respect to any parcel

other than the Secured Rental Housing Units Parcel, and the City will on request of the Owner execute and deliver a registrable Discharge in respect of such other parcel(s) provided, that:

- (i) the Director of Legal Services is satisfied that the Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Secured Rental Housing Units, or in respect of the Secured Rental Housing Units Parcel, pursuant to this Agreement;
- (ii) the Discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (iii) the City will have a reasonable amount of time to execute and return the Discharge; and
- (iv) the preparation and registration of the Discharge will be without cost to the City.

ARTICLE 9 MISCELLANEOUS

9.1 **Agreement Runs With the Lands.** Subject to Article 8, 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 and run with each and every part into which the same may be subdivided or consolidated.

9.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the rezoning; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

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

9.4 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

9.5 **Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

9.6 **Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

9.7 **Perfection of Intention.** The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands.

9.8 **Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

9.9 **Sale or Transfer 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 9.9 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).

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

- (a) It has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

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

9.11 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgages registered under numbers numbers CA2977867, CA3333568, CA5822742 and CA7034707 and the Assignments of Rents registered under numbers CA2977868, CA3333569, CA5822743 and CA7034708;
- (b) "Existing Chargeholder" means Peoples Trust Company;
- (c) "New Charges" means the registrable charges and encumbrances created by and 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

