

EXPLANATION**A By-law to amend the Zoning and Development By-law
regarding Laneway Houses**

Following the public hearing on July 18, 2018, Council resolved on July 24th to amend the Zoning and Development By-law regarding amendments related to Laneway Houses. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HC.

Zoning & Development By-law
Amendments regarding Laneway Houses

BY-LAW NO.

**A By-law to amend
Zoning and Development By-law No. 3575
regarding Laneway Houses**

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.
2. In section 10.33.2, Council strikes out "11.24.18" and substitutes "11.24.24".
3. Council strikes out section 11.24 and substitutes the following:

"11.24 Laneway House

- 11.24.1 In this section 11.24, "footprint" means the projected area of the extreme outer limits of a laneway house including carports, covered porches, and enclosed or covered accessory building areas but excluding steps, eaves, and such other projections as section 10.7 of this By-law may allow.
- 11.24.2 In this section 11.24, height is measured from the horizontal datum plane, which is the plane created by the average of the existing site elevations as measured at the intersections of the required setback lines from the ultimate rear property line, with the side property lines.
- 11.24.3 A laneway house is not permissible except in conjunction with a One-Family Dwelling or One-Family Dwelling with Secondary Suite on:
 - (a) a site served by an open lane;
 - (b) a site located on a corner served by an open or dedicated lane; or
 - (c) a double-fronting site served by a street at both the front and rear of the site.
- 11.24.4 The width of a site on which a laneway house is situated must be at least 9.8 m, except that the Director of Planning may approve a laneway house on a site which is less than 9.8 m in width, if:
 - (a) the site is at least 7.3 m in width; and
 - (b) the Director of Planning first considers massing, overlook and impact on neighbourhood privacy and all applicable Council policies and guidelines.
- 11.24.5 A laneway house may have a basement.
- 11.24.6 For sites in the RS-3 and RS-3A Districts and the RS-6 District, and for sites 16.8 m or wider in the RS-5 District, the width of a laneway house, or a laneway house and an accessory building, must not exceed the permitted width for an accessory building under the applicable district schedule.

- 11.24.7 On east-west oriented sites, a laneway house must be located toward the south side of the site to reduce shadowing on the site to the north.
- 11.24.8 A laneway house may be one storey or one storey with a partial second storey.
- 11.24.9 Open balconies, sundecks, and roof decks are not permitted:
- (a) on a one storey laneway house; or
 - (b) above the partial second storey of a laneway house with a partial second storey.
- 11.24.10 The height of a one storey laneway house must not exceed 4.3 m in height measured to the highest point of the roof if a flat roof, or to the mean height level between the eaves and the ridge of a gable or hip roof, except that no portion of a one storey laneway house may exceed 5.2 m in height.
- 11.24.11 The location of a one storey laneway house must be:
- (a) within 10.7 m of the ultimate rear property line;
 - (b) at least 4.9 m, measured across the width of the site, from the one-family dwelling or one-family dwelling with secondary suite on the site;
 - (c) at least 0.9 m from the ultimate rear property line, except that the Director of Planning may relax the location to 0.6 m from the ultimate rear property line on sites less than 30.5 m in depth; and
 - (d) a distance from each side property line equal to at least 10% of the lot width, except that the Director of Planning may relax the location to:
 - (i) 0.6 m from one side property line for interior lots, and
 - (ii) 0.6 m from the inside side property line for corner lots.
- 11.24.12 Notwithstanding 11.24.11(a), where a site is 39.6 m or more in depth, the Director of Planning may permit a one storey laneway house to extend into a site to a maximum of 26% of the lot depth measured from the ultimate rear property line.
- 11.24.13 Site coverage must not exceed the permitted site coverage under the applicable district schedule, except that, for a one storey laneway house, the Director of Planning may permit an increase in the permitted site coverage of up to 7% to a maximum of 47% of the site area.
- 11.24.14 The height of a laneway house with a partial second storey must not exceed:
- (a) 6.7 m to the ridge of a gable or hip roof, with a minimum pitch of 7:12; or
 - (b) 5.8 m to the highest point of a roof with a pitch less than 7:12.
- 11.24.15 On a laneway house with a partial second storey and a roof pitch of:
- (a) at least 7:12, the height of the intersection of the exterior surface of the roof and the exterior wall surface of the building must not exceed 4 m from the horizontal datum plane; or
 - (b) less than 7:12, the walls of the partial second storey must be set back at least 0.6 m from the exterior walls of the floor below, except that there may be a single projection into the setback to a maximum of 35% of the width of the floor below.

- 11.24.16 The partial second storey of a laneway house must not exceed:
- (a) 60% of the footprint of the laneway house, if the roof has a minimum pitch of 3:12; or
 - (b) 50% of the footprint of the laneway house, if the roof has a pitch of less than 3:12,
- except that the calculation may exclude any floor area of the partial second storey that is not included in the calculation of floor area according to sections 11.24.24 and 11.24.25.
- 11.24.17 Dormers must be inset at least 0.6 m from the exterior walls of the floor below, except that there may be a single projection into the setback to a maximum of 35% of the width of the floor below.
- 11.24.18 The location of a laneway house with a partial second storey must be:
- (a) within 7.9 m of the ultimate rear property line;
 - (b) at least 4.9 m, measured across the width of the site, from the one-family dwelling or one-family dwelling with secondary suite on the site;
 - (c) at least 0.9 m from the ultimate rear property line, except that the Director of Planning may relax the location to 0.6 m from the ultimate rear property line:
 - (i) on sites less than 30.5 m in depth, or
 - (ii) for the width of an existing enclosed or covered parking area that forms part of the laneway house; and
 - (d) a distance from each side property line which is at least equal to the required side yards for the site as prescribed by the applicable district schedule.
- 11.24.19 Notwithstanding 11.24.18(a), where a site is 39.6 m or more in depth, the Director of Planning may permit a laneway house with a partial second storey to extend into a site to a maximum of 21% of the lot depth measured from the ultimate rear property line.
- 11.24.20 The floor area of a laneway house must not exceed the lesser of:
- (a) 0.16 multiplied by the site area; and
 - (b) 83.6 m².
- 11.24.21 Despite section 10.21, the floor area of a laneway house, excluding any floor area used for enclosed parking, must be at least 26 m², except that the Director of Planning may allow a reduction to not less than 19 m² if the Director of Planning first considers the design of the laneway house and all applicable Council policies and guidelines.
- 11.24.22 Except for a laneway house with no separate bedrooms, a laneway house must have:
- (a) one main habitable room that is not a bedroom, with a minimum size of 16.7 m² and a minimum dimension of 2.1 m measured between finished wall surfaces; and
 - (b) at least one bedroom with a minimum size of 8.4 m² and a minimum dimension of 2.1 m measured between finished wall surfaces.

11.24.23 Computation of floor area for a laneway house must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building;
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located;
- (c) the floor area of a basement;
- (d) floor area used for enclosed or covered parking; and
- (e) if the distance from a floor to the floor above or, in the absence of a floor above, to the top of the roof rafters or deck exceeds 3.7 m, an additional amount equal to the area of the floor area below the excess.

11.24.24 Computation of floor area for a laneway house must exclude:

- (a) areas of floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (b) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (c) covered porches if:
 - (i) their location is at the level of the basement or first storey,
 - (ii) they are open on at least one side or protected by guard rails, the height of which must not exceed the minimum specified in the Building By-law,
 - (iii) the total excluded floor area does not exceed 3 m², and
 - (iv) the ceiling height of the total excluded area does not exceed 2.75 m measured from the porch floor;
- (d) 3% of the total area, where the exterior walls include a minimum of 175 mm of thermal insulation in total.

Where floor area is excluded under section 11.24.24(d), the Director of Planning may vary section 11.24.11(a) and 11.24.18(a) no more than 30 cm.

11.24.25 Computation of floor area for a laneway house may exclude:

- (a) open balconies, sun decks, roof decks, or any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, if the open balconies, sun decks, or roof decks face the lane or, in the case of a corner site, the lane and flanking street or either of them;
- (b) patios and green roofs if the Director of Planning first approves the design of sunroofs, walls, and railings;
- (c) despite section 11.24.23(e), open to below spaces or double height volumes under sloping roofs with a pitch of at least 3:12 if:
 - (i) the vertical distance from the floor level to the ceiling does not exceed 4.5 m,
 - (ii) the ceiling attaches directly to the underside of the sloping roof rafter and follows its slope,
 - (iii) the excluded area does not exceed 25% of the maximum floor space under section 11.24.20, and

- (iv) the excluded area, combined with the excluded area under subsection (d), does not exceed 25% of the maximum allowable floor area;
- (d) despite section 11.24.23(e), floor areas under sloping roofs with a pitch of at least 3:12 if:
 - (i) the vertical distance from the floor to any part of the ceiling is between 1.2 m and 2.1 m,
 - (ii) the ceiling attaches directly to the underside of the sloping roof rafter and follows its slope,
 - (iii) the excluded floor area does not exceed 10% of the maximum floor area allowed under section 11.24.20, and
 - (iv) the excluded area, combined with the excluded area under subsection (c), does not exceed 25% of the maximum allowable floor area;
- (e) for units that have a partial second floor, an area not exceeding 2.75 m² for stairs, if the excluded area, combined with the excluded areas under subsections (c) and (d), does not exceed 25% of the maximum allowable floor area; and
- (f) an area not exceeding 3.7 m² for residential storage space, clothes closets and linen closets.

11.24.26 Private outdoor space must be provided in the form of:

- (a) an open balcony, sundeck, or roof deck; or
- (b) a patio located at grade with a minimum size of 3.7 m² and a minimum dimension of 1.5 m.

11.24.27 The setback provided in accordance with sections 11.24.11(c) and 11.24.18(c) must be permeable and landscaped where not required for vehicle or fire access.

11.24.28 A laneway house must include:

- (a) a minimum 75 mm wide trim around all doors and windows, excluding door sill trim, except where a window or door is recessed no less than 100mm behind the adjacent exterior wall faces; and
- (b) a canopy over the main entry door.

11.24.29 A main entry door that faces the lane must be set back at least 1.5 m from the ultimate rear property line.

11.24.30 On a corner site, the main entry door of a laneway house must face the flanking street.

11.24.31 At least 10% of the building elevation facing the lane must contain windows no smaller than 1.1 m².

11.24.32 Unless located at least 1.5 m above the floor of the partial upper storey, or facing the lane or a flanking street, windows with transparent glazing on a partial second storey must not exceed 1.1 m².

11.24.33 Wall cladding materials on a building elevation facing a lane or street must be continued in equal proportions, no less than 2.0 m along adjacent side walls or 1.2 m where the discontinuation of a material occurs at a change in the building wall plane, such as at a bay or chimney projection.

11.24.34 The Director of Planning may relax the design provisions in section 11.24.15, 11.24.17, 11.24.28, 11.24.29, 11.24.30, 11.24.31, 11.24.32, or 11.24.33 if, in the opinion of the Director of Planning, the design of a laneway house meets the intent of the laneway house regulations for quality and durability of design and architectural expression and is not compatible with one or more of the design requirements in those sections.

11.24.35 If the Director of Planning first considers the effects on neighbouring properties with regard to overlook, massing and neighbourhood privacy, and the intent of this section 11.24 and all applicable Council policies and guidelines, the Director of Planning may relax the provisions of sections 11.24.6, 11.24.7, 11.24.10, 11.24.11(a), (c) and (d), 11.24.14, 11.24.18(a), (c) and (d), 11.24.22, and 11.24.26 if:

- (a) due to topography or other conditions peculiar to the site, literal enforcement would result in unnecessary hardship;
- (b) the relaxation is necessary to retain a tree; or
- (c) the relaxation is necessary to allow a green roof that does not have railings or stair access.”.

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.

5. 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
Re: 870 East 8th Avenue**

After the public hearing on July 11, 2017, Council resolved to add 870 East 8th Avenue to Schedule C of the Parking By-law. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

CD-1 District Parking requirements
870 East 8th Avenue

HC.

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by adding the following:

“

Address	By-law No.	CD-1 No.	Parking Requirements
870 East 8th Avenue	12242	(710)	Parking, loading and bicycle spaces in accordance with by-law requirements, except that there must be 0.17 parking spaces for each studio or one bedroom unit (1 space for 6 units) and 0.5 spaces per family unit.

”

3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 124 Dunlevy Avenue**

After the public hearing on October 17, 2017, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

EXPLANATION**A By-law to amend the Parking By-law
Re: 124 Dunlevy Avenue**

After the public hearing on October 17, 2017, Council resolved to add 124 Dunlevy Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HG.

CD-1 District Parking requirements
124 Dunlevy Avenue

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by adding the following:

“

Address	By-law No.	CD-1 No.	Parking Requirements
124 Dunlevy Avenue	12241	(709)	Parking, loading and bicycle spaces in accordance with by-law requirements, except that there must be: (i) a minimum of 2 Class A loading spaces and one Class B loading space; (ii) a minimum of 17 vehicle parking stalls, including two car share stalls, two disability stalls and 13 standard and small car stalls; and (iii) Class A bicycle parking provided at a rate of 0.25 per residential unit for each shelter-rate unit and 1.25 per residential unit for all other residential units, and five additional bicycle parking spaces for the Social Service Centre use.

”

EXPLANATION**A By-law to amend the Sign By-law
Re: 124 Dunlevy Avenue**

After the public hearing on October 17, 2017, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HC.

124 Dunlevy Avenue

BY-LAW NO.

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

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning District regulated by Part 9) by adding the following:

"124 Dunlevy Avenue CD-1 (709) By-law No. 12241 DEOD"

3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

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

After the public hearing on November 14, 2017, Council resolved to add 521-527 West 8th Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

CD-1 District Parking requirements
521-527 West 8th Avenue

H.G.

BY-LAW NO.

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

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by adding the following:

“

Address	By-law No.	CD-1 No.	Parking Requirements
521-527 West 8th Avenue	12254	(711)	Parking, loading and bicycle spaces to be in accordance with by-law requirements, except that there must be at least two Class A and two Class B loading spaces.

”

3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

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

After the public hearing on November 14, 2017, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HE.

521-527 West 8th Avenue

BY-LAW NO.

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

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

- 1. This by-law amends the indicated provisions of Sign By-law No. 11879.
- 2. Council amends Schedule A (CD-1 Zoning Districts regulated by Part 9) by adding the following:

"521-527 West 8th Avenue CD-1 (711) By-law No. 12254 C-3A"
- 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**Heritage Designation By-law
Re: 2088 East 20th Avenue**

At a public hearing on July 10, 2018, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 2088 East 20th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 30, 2018

118.

2088 East 20th Avenue
Rosenberg 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 the heritage building (Rosenberg Residence)	2088 East 20th Avenue	Lot 2, Block 16, District Lot 195, Plan 11972; PID: 005-855-071
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has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

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

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 1170 Barclay Street**

At a public hearing on September 18, 2018, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of a building at 1170 Barclay Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 30, 2018

1170 Barclay Street
The Florida

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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
(The Florida)

1170 Barclay Street
Vancouver, B.C.

PID: 004-753-143
LOT 8
BLOCK 21
DISTRICT LOT 185
PLAN 92

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

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 1170 Barclay Street**

After a public hearing held on September 18, 2018, Council resolved to enter into a By-law to authorize an agreement regarding 1170 Barclay Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
October 30, 2018

HC.

1170 Barclay Street
The Florida

BY-LAW NO.

**A By-law to authorize Council entering into a
Heritage Revitalization Agreement with the Owner of Heritage Property**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owner of heritage property, including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 1170 Barclay Street, and the following legal description:

PID: 004-753-143
LOT 8
BLOCK 21
DISTRICT LOT 185
PLAN 92

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owner, in substantially the form and substance of the Heritage Revitalization 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.

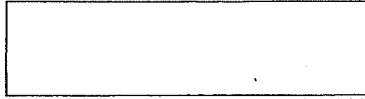
ENACTED by Council this day of , 2018

Mayor

City Clerk

LAND TITLE ACT
 FORM C (Section 233) CHARGE
 GENERAL INSTRUMENT - PART I 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)

Joanna Track, Solicitor
 City of Vancouver
 453 West 12th Avenue
 Vancouver

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604-873-7513
 Matter number: LS-18-00146-001

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]
 004-753-143 LOT 8 BLOCK 21 DISTRICT LOT 185 PLAN 92

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):

PLAN A - 1170 BARCLAY STREET LTD. (INCORPORATION NO. BC0894951)
 THE BANK OF NOVA SCOTIA

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)

HANA B. HOLBROOK
 Barrister & Solicitor
 Suite 900-900 West Hastings Street
 Vancouver, British Columbia
 V6C 1E5

Execution Date		
Y	M	D
18	07	16

Transferor(s) Signature(s)
 PLAN A - 1170 BARCLAY STREET LTD. by its authorized signatory(ies):

Print Name: Anoop Majithia

Print Name

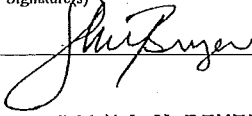
OFFICER CERTIFICATION:

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)



GALE A. McBRYER
*A Commissioner for taking
Affidavits for British Columbia*
#2200, 606 Burrard Street
Vancouver, BC V6C 2X8
Expires: January 31, 2020

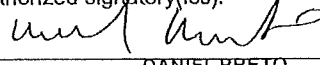
(As to all signatures)

Execution Date

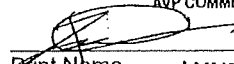
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Transferor / Borrower / Party Signature(s)

CANADIAN WESTERN BANK by its
authorized signatory(ies):



Print Name: DANIEL PRETO
AVP COMMERCIAL BANKING



Print Name: **LYNDA GRANT**
SENIOR CREDIT OFFICER

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2, pages 6-9
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA6890200 and Assignment of Rents CA6890201 Page 15
Statutory Right of Way		Article 4, page 10
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA6890200 and Assignment of Rents CA6890201 Page 15
Equitable Charge		Article 6, page 11
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA6890200 and Assignment of Rents CA6890201 Page 15

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. It is understood and agreed that this Agreement will be read as follows:
- (i) the Transferor, PLAN A - 1170 BARCLAY STREET LTD., as more particularly defined in Section 1.1, is called the "Owner"; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to the corporate entity and "Vancouver" when referring to geographical location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. There is a building situated on the Lands, known as "The Florida", which is considered to be of heritage value (the "Heritage Building");
- D. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building;
 - (ii) modifying the Heritage Building to include a two-storey and roof deck addition; and
 - (iii) increasing the number of Dwelling Units in the Heritage Building from 16 to 28, all to be secured as market rental units,
- and under development permit application No. DE418401 (the "DP Application") has applied to the City for a development permit for that purpose; and
- E. The Owner proposes that, in exchange for a number of variances to the City of Vancouver's Zoning & Development By-law needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, for the restoration, rehabilitation and conservation of the Heritage Building, accept the adding of the Heritage Building to the Vancouver Heritage Register in the 'B' evaluation category therein, and accept the designation of the exterior of the Heritage Building as protected heritage property under the provisions of the *Vancouver Charter*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 Definitions. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) "City" and "City of Vancouver" have the definitions provided in Recital A;
- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder;
- (c) "Development" means the proposed development project as described in Recital D, pursuant to the DP Application;
- (d) "Development Permit" means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) "General Manager of Planning, Urban Design, and Sustainability" means City's General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (f) "DP Application" has the meaning given above in Recital D;
- (g) "Dwelling Unit" has the meaning given under the Zoning & Development By-law;
- (h) "Heritage Building" has the meaning given above in Recital C and shall include any additions or alterations pursuant to the DP Application;
- (i) "Heritage Consultant" means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (j) "Heritage Designation" means the City's designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) "Lands" means that certain parcel of land situate in Vancouver, British Columbia, more particularly known and described in Item 2 of the Form C forming part of this Agreement, and includes any parcel into which some or all of such land is consolidated or further subdivided;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) "Owner" means PLAN A - 1170 BARCLAY STREET LTD. (Incorporation No. BC0894951) and all of its assigns, successors and successors in title to the Lands

or any part thereof and, if the Lands are subdivided by way of a Strata Plan then "Owner" includes, without limitation, any Strata Corporation(s) thereby created;

- (n) "rehabilitate" and "rehabilitation" mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (o) "Rehabilitation Work" has the meaning given below herein;
- (p) "Strata Corporation" means a strata corporation created by the filing of a Strata Plan;
- (q) "*Strata Property Act*" means the *Strata Property Act*, S.B.C. 1998, c.43;
- (r) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (s) "Zoning & Development By-law" means the City's Zoning & Development By-law No. 3575 and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability:
 - (i) within twenty-four (24) months after the later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or another agreed upon effective date to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and

- (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of Planning, Urban Design, and Sustainability, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (b) nobody will in any way use or occupy the Heritage Building, or any part thereof, and nobody will apply for or take any other action to compel the City, and, notwithstanding that the Heritage Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building, or any part thereof, at any time after this agreement is registered on title to the Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the General Manager of Planning, Urban Design, and Sustainability a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for the Heritage Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Heritage Building is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by

this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;

- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;
- (i) If at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default; and
- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or

experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, the Heritage Building may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits required therefor and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy of the Heritage Building have been fulfilled;
- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year.

3.3 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4 STATUTORY RIGHT OF WAY

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.

4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

4.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

ARTICLE 5 DEBTS OWED TO CITY

5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and

- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 6
EQUITABLE CHARGE**

6.1 The Owner hereby grants to the City an Equitable Charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

6.2 The Equitable Charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 7
BY-LAW VARIATIONS**

7.1 Section 10 of the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development:

- (a) Section 10.7.1(a) is varied so that steps are permitted in any side yard; and
- (b) Section 10.7.1(b) is varied so that the General Manager of Planning, Urban Design, and Sustainability may permit eaves, gutters, sills and chimneys and other similar projections to project into any required yard, provided that the General Manager of Planning, Urban Design, and Sustainability is satisfied that they correspond to drawings approved under the DP Application.

7.2 The RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule to the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development:

- (a) Section 4.3.1 is varied to permit the Heritage Building to extend beyond the envelope illustrated and described in Figure 1 - Building Envelope;
- (b) Section 4.4.1 is varied to require a front yard on the Lands with a minimum depth of 3.33 metres (10.92 feet), excluding front pilasters, frieze work and landing/steps;
- (c) Section 4.7.1 is varied so that the maximum permitted floor space ratio for the Lands is 2.17;

- (d) Section 4.10 shall not apply to the Heritage Building, provided the General Manager of Planning, Urban Design, and Sustainability is satisfied with the access to daylight proposed for each Dwelling Unit; and
- (e) Section 4.17 shall not apply.

ARTICLE 8 SUBDIVISION

8.1 Subdivision. If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then, upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

8.2 Subdivision by Strata Plan. If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

ARTICLE 9 NOTICES

9.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) If to the Owner, to the Owner's address as shown in the Land Title Office records; and
- (b) If to the City:

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 10 GENERAL

10.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

10.2 **Priority of Registration.** The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

10.3 **Perfection of Intention.** The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

10.4 **Waiver.** 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.

10.5 **Time of Essence.** Time will be of the essence in respect of this agreement.

10.6 **Enurement.** This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated

and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

10.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 other laws, 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.

10.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

10.9 Number. Words contained herein importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

10.10 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 therein.

10.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

10.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA6890200 and the Assignment of Rents registered under number CA6890201;
- (b) "Existing Chargeholder" means CANADIAN WESTERN BANK;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**A By-law Amending the Zoning and Development By-law
Re: Adding Two-Family Dwellings to RS Zones**

Following the Public Hearing on September 18 and 19, 2018, Council resolved to amend the Zoning and Development By-law regarding the addition of two-family dwellings to RS Zones. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HK.

By-law Amending the Zoning and Development By-law
Re: Adding Two-Family Dwellings to RS Zones

BY-LAW NO.

**A By-law to amend the Zoning and Development By-law No. 3575
Regarding the Addition of Two-Family Dwellings to RS Zones**

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In section 10.21, Council:

(a) adds a new section 10.21.3 as follows:

"10.21.3 The maximum floor area of a lock-off unit is 29.7 m²."; and

(b) renumbers the remaining sections of 10.21 accordingly.

3. Council strikes out section 1 of the RS-1 District Schedule and substitutes:

"1 Intent

The intent of this Schedule is generally to maintain the residential character of the RS-1 District in the form of one-family dwellings, secondary suites, laneway houses, two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, and infill and multiple conversion dwellings in conjunction with retention of character houses. Emphasis is placed on encouraging neighbourly development by preserving outdoor space and views. Neighbourhood amenity is enhanced through the maintenance of healthy trees and planting which reflects the established streetscape."

4. Council strikes out section 1 of the RS-1A District Schedule and substitutes:

"1 Intent

The intent of this Schedule is to maintain the residential character of the District in the form of one-family dwellings, secondary suites, laneway houses, two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, multiple conversion dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses."

5. Council strikes out section 1 of the RS-1B District Schedule and substitutes:

"1 Intent

The intent of the Schedule is to maintain the residential character of the District in the form of one-family dwellings, secondary suites, laneway houses, two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, infill or two principal dwelling units on some sites, and infill and multiple conversion dwellings in conjunction with retention of character houses."

6. Council strikes out section 1 of the RS-2 District Schedule and substitutes:

"1 Intent

The intent of this Schedule is primarily to maintain the residential character of the District in the form of one-family dwellings, secondary suites, laneway houses, infill, multiple conversion dwellings, two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, multiple dwellings on large lots, and infill and multiple conversion dwellings in conjunction with retention of character houses."

7. Council strikes out section 1 of the RS-5 District Schedule and substitutes:

"1 Intent

The intent of this Schedule is generally to maintain the existing residential character of the RS-5 District in the form of one-family dwellings, secondary suites, and laneway houses, by encouraging new development that is compatible with the form and design of existing development, and by encouraging the retention and renovation of existing development. Two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, and infill and multiple conversion dwellings in conjunction with retention of character houses may also be permitted. Emphasis is placed on design compatibility with the established streetscape. Neighbourhood amenity is intended to be enhanced through the maintenance and addition of healthy trees and plants."

8. Council strikes out section 1 of the RS-6 District Schedule and substitutes:

"1 Intent

The intent of this Schedule is to maintain the residential character of the District in the form of one-family dwellings, secondary suites, laneway houses and two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, and to encourage a high standard of building design, materials, and landscape development while allowing design diversity in new development. Infill and multiple conversion dwellings in conjunction with retention of character houses may also be permitted. Neighbourhood amenity is enhanced through the maintenance of healthy trees and planting which reflects the established landscape."

9. Council strikes out section 1 of the RS-7 District Schedule and substitutes:

"1 Intent

The intent of this Schedule is to maintain the residential character of the RS-7 District in the form of one-family dwellings, secondary suites, laneway houses, infill, two-family dwellings with secondary suites on larger lots and with lock-off units on smaller lots, multiple conversion dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses. On larger lots, multiple dwellings may also be permitted. Neighbourhood amenity is enhanced through external design regulations."

10. In section 2.2.DW [Dwelling] of the RS-1, RS-1A, RS-1B, RS-2, RS-5, RS-6, and RS-7 District Schedules, Council adds the following after the bullet for One-Family Dwelling:

“

- Two-Family Dwelling, on lots less than 511 m² in area.”

11. In section 3.2.1.DW [Dwelling] of the RS-1 and RS-5 District Schedules, Council adds the following after the bullet for Multiple Conversion Dwelling:

“

- Lock-off Unit in conjunction with a Two-Family Dwelling, provided that there is no more than one Lock-off Unit for each dwelling unit.
- Two-Family Dwelling with Secondary Suite, provided that there is no more than one secondary suite for each dwelling unit.”

12. In section 3.2.DW [Dwelling] of the RS-1A, RS-1B and RS-6 District Schedules, Council adds the following after the bullet for Multiple Conversion Dwelling:

“

- Lock-off Unit in conjunction with a Two-Family Dwelling, provided that there is no more than one Lock-off Unit for each dwelling unit.
- Two-Family Dwelling with Secondary Suite, provided that there is no more than one secondary suite for each dwelling unit.”

13. In section 3.2.DW [Dwelling] of the RS-2 District Schedule, Council strikes out:

“

- Two-Family Dwelling.”

and substitutes:

“

- Lock-off Unit in conjunction with a Two-Family Dwelling, provided that there is no more than one Lock-off Unit for each dwelling unit.
- Two-Family Dwelling with Secondary Suite, provided that there is no more than one secondary suite for each dwelling unit.”

14. In section 3.2.1.DW [Dwelling] of the RS-7 District Schedule, Council strikes out:

“

- Two-Family Dwelling, provided that access is provided from one dwelling unit to the other dwelling unit within the building except that this clause does not apply to:
 - (i) a building existing prior to January 9, 2001; or
 - (ii) a building on a site 668 m² or larger in area.”

and substitutes:

“

- Lock-off Unit in conjunction with a Two-Family Dwelling, provided that there is no more than one Lock-off Unit for each dwelling unit.

- Two-Family Dwelling with Secondary Suite, provided that there is no more than one secondary suite for each dwelling unit.”.

15. Council strikes out section 4.1.1 of the RS-1 and RS-5 District Schedules and substitutes:

“4.1.1 The minimum site area for a one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, is 334 m², and the minimum site width for a one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, is 7.3 m.”.

16. In section 4.1.1 of the RS-1A District Schedule, Council strikes out the words “or one-family dwelling with secondary suite” and substitutes “, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite”.

17. In section 4.1.1 of the RS-1B District Schedule, Council adds the words “two-family dwelling, two-family dwelling with secondary suite,” after “one-family dwelling with secondary suite,”.

18. Council strikes out section 4.1.1 of the RS-2 District Schedule and substitutes:

“4.1.1 The minimum site area shall be:

- (a) 334 m² for a one-family dwelling, one family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite; and
- (b) 929 m² for a multiple dwelling or infill.”.

19. Council strikes out section 4.1.1 of the RS-6 District Schedule and substitutes:

“4.1.1 The minimum site area for a one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, two-family dwelling with secondary suite, or multiple conversion dwelling, is 334 m², and the minimum site width for a one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, is 7.3 m.”.

20. In section 4.1.1 of the RS-7 District Schedule, Council strikes out the words “or two-family dwelling” and substitutes “two-family dwelling, or two-family dwelling with secondary suite”.

21. In section 4.1 of the RS-1A, RS-1B, RS-2 and RS-7 District Schedules, Council adds a new section 4.1.3 as follows:

“4.1.3 The maximum site area for a two-family dwelling, including a lock-off unit in conjunction with a two-family dwelling, is less than 511 m².”.

22. In section 4.1 of the RS-1, RS-5, and RS-6 District Schedules, Council adds a new section 4.1.4 as follows:

“4.1.4 The maximum site area for a two-family dwelling, including a lock-off unit in conjunction with a two-family dwelling, is less than 511 m².”.

23. Council strikes out section 4.3.1 of the RS-1 District Schedule, and substitutes the following:

"4.3.1 Height shall not exceed:

- (a) for all uses other than two-family dwelling or two-family dwelling with secondary suite, 9.5 m in height and 2½ storeys, nor exceed the maximum dimensions created by the combination of:
 - (i) a primary envelope located in compliance with the side yard regulation and formed by planes vertically extended 4.9 m in height and then extending inward and upward at an angle of 30 degrees from the horizontal to the point where the planes intersect; and
 - (ii) a secondary envelope located between the required side yards and equal to 60 percent of the site width (except as provided for by section 4.3.2) and formed by planes vertically extended 7.6 m in height and then extending inward and upward at an angle of 45 degrees from the horizontal to the point where the planes intersect.
- (b) for two-family dwelling or two-family dwelling with secondary suite, 10.7 m and 2 ½ storeys."

24. In section 4.3.1 of the RS-1B District Schedule, Council adds the words ", two-family dwelling, or two-family dwelling with secondary suite" after the words "a principal one-family dwelling".

25. In section 4.3 of the RS-5 District Schedule, Council:

- (a) strikes out section 4.3.1 and substitutes the following:

"4.3.1 Height shall not exceed:

- (a) for all uses other than two-family dwelling or two-family dwelling with secondary suite, 9.2 m in height and 2½ storeys,
 - (b) for two-family dwelling or two-family dwelling with secondary suite, 10.7 m and 2 ½ storeys."; and
- (b) in section 4.3.2, strikes out the words "The height of the building" and substitutes "For all uses other than two-family dwelling or two-family dwelling with secondary suite, the height of the building".

26. In section 4.5.1 of the RS-7 District Schedule, Council strikes out the words "For a single-family house, multiple conversion dwelling," and substitutes "For a one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, two-family dwelling with secondary suite, multiple conversion dwelling,".

27. In section 4.6 of the RS-1 District Schedule, Council:

- (a) in section 4.6.1, adds the words "for all uses except for two-family dwelling or two-family dwelling with secondary suite" after "A rear yard with a minimum depth of 45 percent of the site shall be provided"; and

- (b) adds a new section 4.6.1A as follows:
 - "4.6.1A A rear yard with a minimum depth of 40 percent of the depth of the site shall be provided for two-family dwellings or two-family dwellings with secondary suite."
- 28. In section 4.7 of the RS-1, RS-1A, RS-2, RS-5, RS-6, and RS-7 District Schedules, Council:
 - (a) in section 4.7.1, adds the words "for all uses except for two-family dwelling or two-family dwelling with secondary suite" after "The floor space ratio"; and
 - (b) adds a new section 4.7.1A as follows:
 - "4.7.1A The floor space ratio for two-family dwellings or two-family dwellings with secondary suite must not exceed 0.70."
- 29. In section 4.7 of the RS-1B District Schedule, Council:
 - (a) in section 4.7.1, adds the words "for all uses except for two-family dwelling or two-family dwelling with secondary suite," after "The floor space ratio shall not exceed 0.60"; and
 - (b) adds a new section 4.7.1A as follows:
 - "4.7.1A The floor space ratio for two-family dwellings or two-family dwellings with secondary suite must not exceed 0.70."
- 30. Council strikes out section 4.8.1 in the RS-1, RS-5, RS-6, and RS-7 District Schedules and substitutes the following:
 - "4.8.1 The maximum site coverage for buildings shall be:
 - (a) 40 percent of the site area for all uses except for two-family dwellings and two-family dwellings with secondary suite; and
 - (b) 45 percent of the site area for two-family dwellings and two-family dwellings with secondary suite."
- 31. Council strikes out section 4.16.1 of the RS-1 District Schedule and substitutes the following:
 - "4.16.1 The distance between the front yard and the rear yard of a site shall not exceed:
 - (a) 35 percent of the depth of the site for all uses except for two-family dwelling or two-family dwelling with secondary suite, unless otherwise determined pursuant to the provisions of section 4.6.1; and
 - (b) 40 percent of the depth of the site for two-family dwelling or two-family dwelling with secondary suite."

32. Council adds a new section 4.16 to the RS-1A, RS-1B and RS-2 District Schedules as follows:

"4.16 Building Depth

4.16.1 For two-family dwelling or two-family dwelling with secondary suite, the distance between the front yard and the rear yard of a site shall not exceed 40 percent of the depth of the site."

33. Council strikes out section 4.16.2 of the RS-5 and RS-7 District Schedules and substitutes the following:

"4.16.2 The maximum building depth shall not exceed 40 percent of the depth of the site for all uses."

34. In the RS-6 District Schedule, Council:

(a) strikes out section 4.16.1 and substitutes the following:

"4.16.1 The maximum permitted building depth for all uses other than two-family dwelling or two-family dwelling with secondary suite shall not exceed the percentages indicated in the following table:

Portion of building width and location	Maximum building depth as percent of site depth
Centre 60% of the maximum allowable building width	40 percent
20% of maximum allowable building width as measured from both side yard setback lines	35 percent

"; and

(b) adds a new section 4.16.1A as follows:

"4.16.1A The maximum permitted building depth for two-family dwelling or two-family dwelling with secondary suite shall not exceed 40 percent of the depth of the site depth."

35. In section 4.17 of the RS-1 and RS-5 District Schedules, Council adds new sections 4.17.6 through 4.17.9 as follows:

4.17.6 In two-family dwellings and two-family dwellings with secondary suite, there must be two main entrances, one to each principal dwelling unit.

4.17.7 In two-family dwellings and two-family dwellings with secondary suite, there must be a covered verandah or porch at each main entrance, with a minimum width or depth of 1.6 m.

4.17.8 In two-family dwellings and two-family dwellings with secondary suite, roof design must comply with the following provisions:

(a) all roofs except for dormer roofs must be hip, gable or a combination of both forms, and must have a minimum slope of 7:12;

(b) dormer roofs must be gable, hip or shed in form and have a minimum slope of 4:12; and

- (c) the maximum total width of dormer roofs provided on a half storey above the second storey must comply with the following table:

Dormer Orientation	Maximum Total Dormer Width
Rear yard	40% of width of elevation of storey below
Interior side yard	25% of width of elevation of storey below
Street or flanking lane	30% of width of elevation of storey below

4.17.9 Exterior windows in a secondary suite must have:

- (a) a minimum total glazing area of 10% of the total floor area of the room, in each of the kitchen, living room and dining room; and
- (b) a minimum total glazing area of 5% of the total floor area of the room, in all other rooms, except bathrooms and laundry rooms.”.

36. In the RS-1A, RS-1B and RS-2 District Schedules, Council adds a new section 4.17 as follows:

“4.17 External Design

4.17.1 For the purpose of this section 4.17, a main entrance means a door facing a street not being a lane, which is visible from the street and is located at or within 1.8 m of grade, or connected to grade by stairs or a ramp.

4.17.2 In two-family dwellings and two-family dwellings with secondary suite, there must be two main entrances, one to each principal dwelling unit.

4.17.3 In two-family dwellings and two-family dwellings with secondary suite, there must be a covered verandah or porch at each main entrance, with a minimum width or depth of 1.6 m.

4.17.4 In two-family dwellings and two-family dwellings with secondary suite, roof design must comply with the following provisions:

- (a) all roofs except for dormer roofs must be hip, gable or a combination of both forms, and must have a minimum slope of 7:12;
- (b) dormer roofs must be gable, hip or shed in form and have a minimum slope of 4:12; and
- (c) the maximum total width of dormer roofs provided on a half storey above the second storey must comply with the following table:

Dormer Orientation	Maximum Total Dormer Width
Rear yard	40% of width of elevation of storey below
Interior side yard	25% of width of elevation of storey below
Street or flanking lane	30% of width of elevation of storey below

4.17.5 Exterior windows in a secondary suite must have:

- (a) a minimum total glazing area of 10% of the total floor area of the room, in each of the kitchen, living room and dining room; and

- (b) a minimum total glazing area of 5% of the total floor area of the room, in all other rooms, except bathrooms and laundry rooms."

37. In section 4.17 of the RS-6 and RS-7 District Schedules, Council adds new sections 4.17.39 through 4.17.41 as follows:

"4.17.39 In two-family dwellings and two-family dwellings with secondary suite, there must be two main entrances, one to each principal dwelling unit.

4.17.40 In two-family dwellings and two-family dwellings with secondary suite, there must be a covered verandah or porch at each main entrance, with a minimum width or depth of 1.6 m.

4.17.41 Exterior windows in a secondary suite must have:

- (a) a minimum total glazing area of 10% of the total floor area of the room, in each of the kitchen, living room and dining room; and
- (b) a minimum total glazing area of 5% of the total floor area of the room, in all other rooms, except bathrooms and laundry rooms."

38. In section 5.1 of the RS-1, RS-1A, RS-2 and RS-5 District Schedules, Council:

- (a) strikes out the word "and" after "laneway house;" in subsection (d);
- (b) adds two new subsections as subsections (e) and (f) as follows:
 - "(e) two-family dwelling;
 - (f) two-family dwelling with secondary suite; and"; and
- (c) renumbers the existing subsection (e) as subsection (g).

39. In section 5.1 of the RS-7 District Schedule, Council:

- (a) adds a new subsection (f) as follows:
 - "(f) two-family dwelling with secondary suite;"; and
- (b) renumbers the existing subsections (f) and (g) as subsections (g) and (h) respectively.

40. 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.

41. 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

**Subdivision By-law No. 5208 amending By-law
Re: 728 - 888 W 48th & 6426 Fremlin Street**

On August 16, 2018, the Standing Committee of Council approved an application to re-classify the captioned properties from Category D to Category A of Table 1 of Schedule A to the Subdivision By-law. The attached By-law implements Council's resolution.

Director of Legal Services
October 30, 2018

HG.

728 - 888 W 48th & 6426 Fremlin Street

BY-LAW NO.

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

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

- 1. Council amends Table 1 of Schedule A to the Subdivision By-law, in accordance with the plan labeled Schedule A attached to and forming part of this By-law, by reclassifying the properties shown in black outline on that plan from Category D to Category A in accordance with the explanatory legends, notations, and references incorporated thereon.
- 2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
- 3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A

Schedule A



EXPLANATION**By-law to amend the Vacancy Tax By-law No. 11674**

At a Standing Committee meeting on September 19, 2018, Council approved proposed amendments to the Vacancy Tax By-law. Enactment of this by-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HG.

BY-LAW NO.

A By-law to amend the Vacancy Tax By-law No. 11674

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

1. This By-law amends the indicated provisions of the Vacancy Tax By-law No. 11674.
2. In section 1.2, Council:
 - (a) inserts the following new definition in correct alphabetical order:

“Greater Vancouver” means the Village of Anmore, Village of Belcarra, City of Burnaby, City of Coquitlam, City of Delta, City of Langley, Township of Langley, Village of Lion’s Bay, City of Maple Ridge, City of New Westminster, City of North Vancouver, District of North Vancouver, City of Pitt Meadows, City of Port Coquitlam, City of Port Moody, City of Richmond, City of Surrey, Tsawwassen First Nation, City of Vancouver, District of West Vancouver, City of White Rock, University Endowment Lands, and University of British Columbia;”;
 - (b) adds the following words to the end of the definition of “principal residence”:

“and, for the purposes of this by-law, a person may only have one principal residence”;
 - (c) strikes out the following from the definition of “residential property”:
 - (i) the duplicate words “residential property”, and
 - (ii) the words “phased development parcels or”;
 - (d) strikes out the definition of “tax year” and substitutes the following:

“tax year” means the calendar year in which the vacancy tax is imposed;”;
 - (e) strikes out the definition of “vacancy reference period” and substitutes the following:

“vacancy reference period” means the calendar year prior to the then applicable tax year;”.
3. In subsection 2.2(b), Council adds the words “for residential purposes” after “occupied by a tenant or subtenant”.
4. In sections 2.3, 3.1, 3.2, 3.3, 3.4, 3.7 and 3.8, Council strikes out the words “180 days” and substitutes “six months”.
5. In section 3.3, Council strikes out the words “because the occupier or tenant or subtenant is undergoing medical care or is” and substitutes “because all occupiers who were

previously occupying the residential property as a principal residence or all tenants or subtenants who were previously occupying the residential property for residential purposes are”.

6. In section 3.4, Council:

(a) in subsection (a), adds the word “and” after “strata development;”

(b) strikes out subsections (b) and (c) and substitutes the following:

“(b) prior to November 16, 2016, the by-laws of the strata either:

(i) prohibited rentals altogether, or

(ii) restricted the number of strata units that could be rented and the maximum number of permitted strata rentals for the strata development has already been reached, provided that:

(A) the number of permitted strata rentals has not been decreased on or after November 16, 2016, and

(B) the registered owner is able to submit evidence that they were unable to rent the residential property during the vacancy reference period due to this restriction.”.

7. In section 3.4, Council:

(a) strikes out the word “and” from the end of section 3.4 (a);

(b) strikes out “.” at the end of section 3.4(b) and substitutes “; and”; and

(c) adds a new section 3.4(c) as follows:

“(c) provided that a registered owner may only claim this exemption for one strata unit.”

8. In section 3.5, Council strikes out the words “the title to the residential property was transferred” and substitutes “one hundred percent of the legal interest in the property was transferred”.

9. Council strikes out section 3.6 and substitutes the following:

“Occupancy for full-time employment

3.6 A vacancy tax is not payable under this by-law for a parcel of residential property if the principal residence of the registered owner during the vacancy reference period was outside of Greater Vancouver, but the residential property was occupied by the registered owner for residential purposes for a minimum aggregate of six months during the vacancy reference period because the registered owner was employed full-time and the nature of that employment required their physical presence in Greater Vancouver.”.

10. In Section 3.7, Council adds the words “, provided that the court proceedings or any conditions or requirements set out in any court order or order of a governmental authority are

being diligently pursued without unnecessary delay by the registered owner and within any stated timelines" after the words "prohibits its occupancy".

11. In section 4.4, Council adds the words "or instructions to make the property status declaration" after the words "property status declaration form".

12. In section 4.10, Council strikes out the words "property tax declaration form" and substitutes "property status declaration".

13. In section 5.4, Council:

- a. in subsection (a), adds the words "or vacancy tax review officer" after the words "Collector of Taxes";
- b. in subsection (b), adds the words "or vacancy tax review officer" after the words "Collector of Taxes"; and
- c. in subsection (c), adds the words "or vacancy tax review officer" after the words "Collector of Taxes".

14. In subsection 6.3(b), Council strikes out the number "28" and substitutes "34".

15. In section 6.4, Council strikes out subsection 6.4(e) and renumbers the remaining subsections accordingly;

16. In section 6.8, Council strikes out the words "at the address provided by the registered owner pursuant to section 6.4(e)" and substitutes "at the address appearing on the real property tax roll".

17. In section 6.11, Council strikes out the number "21" and substitutes "30."

18. In section 6.12, Council:

- a. adds the word "and" after ";" in subsection (d);
- b. strikes out subsection (e);
- c. strikes out ";" at the end of subsection (f) and substitutes ".";
- d. strikes out subsection (g); and
- e. strikes out subsection (h).

19. 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.

20. This By-law is to come into force and take effect on the date of its enactment, except that section 7 comes into force and takes effect on January 1, 2020.

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

EXPLANATION

**License By-law amending By-law
Re: 2019 fee increases**

The attached By-law will implement Council's resolution of July 24, 2018 to increase fees for 2019.

Director of Legal Services
October 30, 2018

16.

BY-LAW NO.

**A By-law to amend License By-law No. 4450
regarding 2019 fee increases**

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

1. This By-law amends the indicated schedules of the License By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule A.
3. Council:
 - (a) repeals Schedule B, and substitutes for it Schedule B attached to this By-law, which new Schedule B is to form part of the License By-law; and
 - (b) approves the fees set out in the new Schedule B.
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.
5. This By-law is to come into force and take effect on January 1, 2019.

ENACTED by Council this day of , 2018

Mayor

City Clerk

Year 2019 Business License Fees

SCHEDULE A

BUSINESS LICENSE FEES

	Licence Term	Licence Fee
Adult Entertainment Store	Per annum	\$375.00
Amusement Park	Per annum	\$5,544.00
Animal/Veterinary Hospital	Per annum	\$279.00
Antique Dealer	Per annum	\$151.00
Apartment Building	Per annum per dwelling unit (EXCEPT that a dwelling unit that is actually occupied by the owner of the premises, or a dwelling unit that is leased for 99 years or more and the lessee is eligible for and has received the Provincial Home Owner Grant for the preceding year, shall not be included in the calculation of the fee payable)	\$74.00
Arcade, Exhibit or Shooting Gallery	Per annum	\$375.00
Artist Live/Work Studio	Per annum	\$151.00
Arts and Culture Indoor Event		
a) 31 to 60 persons	Per event or series of up to 3 events in a 30-day period	\$27.00
b) 61 to 150 persons	Per event or series of up to 3 events in a 30-day period	\$108.00
c) 151 to 250 persons	Per event or series of up to 3 events in a 30-day period	\$162.00
Auto Dealer	Per annum	\$182.00
Auto Paint/Body Shop	Per annum	\$151.00
Auto Parking	Per annum	\$151.00
Auto Washing	Per annum	\$151.00

	Licence Term	Licence Fee
Backyard Pay Parking	Per annum for the first 2 spaces, and For each additional space	\$139.00 \$60.00
Bank Machine	Per annum	\$60.00
Barber Shop or Beauty Salon	Per annum	\$276.00
Beauty and Wellness Centre	Per annum	\$355.00
Bed and Breakfast Accommodation	Per annum	\$51.00
Billiard-Room Keeper	Per annum	\$302.00
Body-Rub Parlour, Body-Painting Studio & Model Studio	Per annum	\$11,464.00
Book Agent	Per annum	\$182.00
Bottle Depot	Per annum	\$182.00
Bowling Alley	Per annum	\$279.00
C.N.I.B. Concession Stand	Per annum	\$1.00
Canvasser	Per annum	\$151.00
Carpet/Upholstery Cleaner	Per annum	\$182.00
Casino- Class 1	Per annum	\$292.00
Casino - Class 2	Per annum	\$13,123.00
Caterer	Per annum	\$401.00
Chimney Sweep	Per annum	\$182.00
Club	Per annum	\$10.00
Club Manager	Per annum	\$151.00

	Licence Term	Licence Fee
Coin-Operated Services	Per annum	\$401.00
Community Association	Per annum	\$2.00
Compassion Club	Per annum	\$1,103.00
Contractor	Per annum	\$182.00
Courier/Messenger	Per annum	\$151.00
Dairy Delivery Services	Per annum	\$401.00
Dance Hall	Per annum	\$302.00
Dancing Academy	Per annum	\$182.00
Dating Service	Per annum	\$182.00
Dry Cleaner	Per annum	\$151.00
Duplex	Per annum for each dwelling unit (EXCEPT that no licence is required for a dwelling unit that is actually occupied by the owner of the premises)	\$72.00
Dwelling Unit that a person rents, intends to rent, or customarily rents to a tenant except for a dwelling unit for which a fee is payable under another part of this Schedule A	Per annum	\$72.00
Electrician	Per annum	\$151.00
Exhibition		
(a) Circus or Rodeo EXCEPT that where the Circus or Rodeo is to be held or exhibited entirely within a	Per day	\$171.00
	Per week	\$344.00

	Licence Term	Licence Fee	
permanent building, the fee shall be	Per annum	\$3,229.00	
(b) Horse Racing	Per annum	\$13,123.00	
(c) Automobile or Motorcycle Racing	Per day	\$171.00	
	Per week	\$344.00	
	Per annum	\$1,314.00	
(d) Concert, lecture or a musical or theatrical performance staged or promoted by a person not holding a licence, where the capacity of the facility:	(A) does not exceed 500 seats	Per day	\$151.00
		Per week	\$295.00
		Per annum	\$3,229.00
	(B) is greater than 500 seats but does not exceed 100 seats	Per day	\$171.00
		Per week	\$344.00
		Per annum	\$3,026.00
	(C) is greater than 1000 seats but does not exceed 2000 seats	Per day	\$202.00
		Per week	\$401.00
		Per annum	\$4,035.00
	(D) exceeds 2000 seats	Per day	\$232.00
		Per week	\$456.00
		Per annum	\$4,647.00
EXCEPT that where no part of the proceeds from any event listed in (c) or (d) enures to the benefit or private gain of any person or proprietor or member thereof or shareholder therein, or to the person or persons organizing or managing such event, the fee shall be:	Per day	\$42.00	
	Per week	\$51.00	
	Per annum	\$2,019.00	

	Licence Term	Licence Fee
(e) Boxing, wrestling, game, show, contest or any other exhibit, performance or device not hereinbefore specifically mentioned	Per day	\$172.00
	Per week	\$344.00
	Per annum	\$3,026.00
Extended Hours Liquor Establishment – Class 1	Per annum per seat based on the number of seats set out on the Provincial liquor licence for the establishment, except that despite the number of seats, the:	\$16.95
Extended Hours Liquor Establishment – Class 2		
Extended Hours Liquor Establishment – Class 3		
Extended Hours Liquor Establishment – Class 4		
Extended Hours Liquor Establishment – Class 5	Minimum fee will be, and	\$151.00
Extended Hours Liquor Establishment – Class 6		
Extended Hours Liquor Establishment – Class 7	Maximum fee will be	\$22,929.00
Family Sports and Entertainment Centre	Per annum	\$360.00
Farmers' Market	Per annum	\$10.00
Financial Institution	Per annum	\$1,535.00
Fitness Centre – Class 1	Per annum	\$151.00
Fitness Centre – Class 2	Per annum	\$279.00
Fund Raiser	Per annum	\$182.00
Gasoline Station	Per annum	\$225.00
Hair Stylist	Per annum per chair	\$151.00
Hairdresser	Per annum per chair	\$151.00
Health Care Office	Per annum	\$151.00

	Licence Term	Licence Fee
Health Enhancement Centre	Per annum	\$280.00
Homecraft	Per annum	\$76.00
Hotel	Per annum, plus	\$76.00
	Per annum per dwelling unit	\$72.00
	Per annum per housekeeping unit	\$53.00
	Per annum per sleeping unit	\$35.00
Inter-municipal Business Licence	Per annum	\$250.00
Janitor Service	Per annum	\$182.00
Junk Dealer, Mobile	Per annum	\$151.00
Kennel	Per annum	\$151.00
Late Night Dance Event	Per event with patron capacity of less than 350	\$328.00
	Per event with patron capacity of 350 or more but less than 750	\$576.00
	Per event with patron capacity of 750 or more but less than 2000	\$986.00
	Per event with patron capacity of 2000 or more	\$1,314.00
Laundry (with equipment)	Per annum	\$279.00
Limited Service Food Establishment	Per annum	\$544.00
Liquor Delivery Service	Per annum	\$182.00
Liquor Retail Store	Per annum	\$418.00
Livery and Feed Stables	Per annum	\$279.00

	Licence Term	Licence Fee
Locksmith	Per annum	\$182.00
Manufacturer	Per annum	\$151.00
Manufacturer – Food	Per annum	\$787.00
Marina Operator	Per annum, plus	\$301.00
	For each occupied live-aboard boat 21 feet or less in length, at water line, plus	\$1,394.00
	For each occupied live-aboard boat more than 21 feet but not more than 26 feet in length, at water line, plus	\$1,687.00
	For each occupied live-aboard boat more than 26 feet but not more than 31 feet in length, at water line, plus	\$1,900.00
	For each occupied live-aboard boat more than 31 feet but not more than 37 feet in length, at water line, plus	\$2,166.00
	For each occupied live-aboard boat which is more than 37 feet in length at water line.	\$2,390.00
Milk Vendor	Per annum	\$279.00
Moving Transfer Service	Per annum	\$151.00
Multiple Conversion Dwelling	Per annum per dwelling unit	\$72.00
	Per annum per housekeeping unit	\$53.00

	Licence Term	Licence Fee
	Per annum per sleeping unit (EXCEPT that a dwelling unit, sleeping unit or housekeeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$35.00
Newspaper Vending Machine	Per annum per machine	\$40.00
Non-Profit Housing	Per annum	\$151.00
One-Family Dwelling which is leased to and occupied by persons other than the building's owner	Per annum	\$72.00
Pacific National Exhibition – Annual Fair	Per annum	\$18,378.00
Painter	Per annum	\$151.00
Pawnbroker	Per annum	\$2,331.00
Peddler	Per annum	\$151.00
Peddler- Food	Per annum	\$279.00
Personal Care Home	Per annum per licenced bed	\$35.00
Pet Store	Per annum	\$279.00
Plumber	Per annum	\$151.00
Psychic or Astrological Service	Per annum	\$151.00
Public Bike Share	Per annum	\$2,388.00
Public Market Operator	Per annum	\$1,553.00
Public Market Operator who operates on a temporary basis only	Per day	\$547.00
Rental Dealer	Per annum	\$151.00

	Licence Term	Licence Fee
Residential Rental Unit	Per annum	\$72.00
Restaurant - Class 1	Per annum	\$787.00
Restaurant – Class 1 with Liquor Service	Per annum	\$787.00 + \$10.10 per seat
Restaurant - Class 2	Per annum	\$787.00
Restaurant – Class 2 with Liquor Service	Per annum	\$787.00 + \$10.10 per seat
Retail Dealer	Per annum	\$151.00
Retail Dealer – Food	Per annum	\$279.00
Retail Dealer – Grocery	Per annum	\$896.00
Retail Dealer – Market: 50,000 sq. ft. premises	Per annum	\$4,479.00
Retail Dealer – Cannabis	Per annum	\$33,097.00
Rooming House	Per annum per sleeping unit (EXCEPT that a sleeping unit that is actually occupied by the owner of the premises shall not be included in the calculation of the fee payable)	\$35.00
Scavenger	Per annum	\$302.00
Schools – Business or Trade	Per annum	\$279.00
Schools – Private	Per annum	\$279.00
Scrap Metal Recycler	Per annum	\$151.00

	Licence Term	Licence Fee
Secondhand Dealer - Class 1	Per annum	\$2,331.00
Secondhand Dealer - Class 2	Per annum	\$1,280.00
Secondhand Dealer - Class 3	Per annum	\$884.00
Secondhand Dealer - Class 4	Per annum	\$334.00
Secondhand Dealer - Class 5	Per annum	\$334.00
Secondhand Dealer - Class 6	Per annum	\$550.00
Short-Term Rentals	Per annum	\$51.00
Social Escort	Per annum	\$182.00
Social Escort Service	Per annum	\$1,355.00
Soliciting for Charity	Per annum	\$10.00
Specialty Wine Store	Per annum	\$279.00
Standard Hours Liquor Establishment – Class 1	Per annum per seat based on the number of seats set out on the Provincial liquor licence for the establishment, except that despite the number of seats, the:	\$6.25
Standard Hours Liquor Establishment – Class 2		
Standard Hours Liquor Establishment – Class 3	Minimum fee will be, and	\$151.00
Standard Hours Liquor Establishment – Class 4		
Standard Hours Liquor Establishment – Class 5	Maximum fee will be	\$3,137.00
Standard Hours Liquor Establishment – Class 6		
Standard Hours Liquor Establishment – Class 7	Minimum fee will be, and	\$151.00

	Licence Term	Licence Fee
Standard Hours Liquor Establishment – Class 8	Per annum per seat, based on the number of seats set out on the Provincial liquor license for the establishment, except that despite the number of seats, the minimum fee will be \$151.00 and the maximum fee will be \$534.00	\$6.25
	Maximum fee will be	\$534.00
Steam Bath/Massage Parlour	Per annum	\$302.00
Street Vendor	Per annum	\$151.00
Swimming Pool located in a hotel, apartment building, club, health spa or other business required to be licenced under this By-law	Per annum	\$807.00
Talent/Model Agency	Per annum	\$181.00
Tanning/Skin Care Salon	Per annum	\$279.00
Tattoo Parlour	Per annum	\$279.00
Taxicab Premises	Per annum	\$151.00
Theatre	Per annum	\$279.00
Trailer Court	Per annum per space	\$254.00
Transient Peddler or Transient Trader	Per week, or Per annum	\$747.00 \$3,633.00
Undertaker	Per annum	\$279.00
Urban Farm – Class A	Per annum	\$10.00
Urban Farm – Class B	Per annum	\$151.00

	Licence Term	Licence Fee
Vending Machine	Per annum per machine	\$19.00
Venue	Per annum per seat except that despite the number of seats, the:	\$6.25
	Minimum fee will be, and	\$72.00
	Maximum fee will be	\$484
Warehouse Operator	Per annum	\$151
Warehouse Operator – Food	Per annum	\$401
Wedding Chapel	Per annum	\$394
Wholesale Dealer	Per annum	\$151
Wholesale Dealer – Food	Per annum	\$401
Window Cleaner	Per annum	\$151
Any Business, Trade, Profession or other occupation not specified herein	Per annum	\$151
Transfer of a Licence		\$151
Non-Refundable Portion of Fee	Per licence where the applicable fee is greater than \$91	\$91
Late Payment Fee		\$40 or 10% of the original license fee, whichever is greater

SCHEDULE B

MISCELLANEOUS SERVICE FEES

PART 1

Fees and Charges	Licence Fee
Application fee for comments on a new liquor licence or a <u>permanent amendment to the liquor licence</u> :	

Base fee

Incremental Fees:	\$966
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- | | |
|--|---------|
| <input type="checkbox"/> Neighbourhood notification | |
| <input type="checkbox"/> Staff-held neighbourhood public meeting | \$1,161 |
| <input type="checkbox"/> Telephone survey | \$1,998 |
| | \$1,094 |

PART 2

Fees and Charges	Licence Term	Licence Fee
Application fee for comments on <u>temporary amendment to liquor licence</u>		

Application fee for comments on a temporary amendment to liquor licence requesting later closing hours of operation

Per night per seat except that, despite the number of seats or the number of nights, the	\$0.50
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Minimum fee will be, and	\$96
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Maximum fee will be	\$645
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Fee for assessing and providing comments on an application for a temporary amendment to a liquor license, other than a food primary license, requesting earlier opening hours of operation.	\$96
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Fee for assessing and providing comments on an application for a temporary amendment to a liquor license requesting any other change to a liquor license	\$96
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Fee for assessing and providing comments on an application for a permanent or temporary amendment to a food primary license requesting liquor service hours past midnight, or a temporary amendment to a food primary license requesting patron participation entertainment	\$96
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PART 3

Fees and Charges

Licence Fee

Application fee (Sec. 6.3)	\$58
Request for copy of licence (Sec. 7.1)	\$5
Request for change of business name or business trade name (Sec. 7.2)	\$10
Request for change of business address under licence (Sec. 7.3)	\$24
Request for change in business licence category (Sec. 7.4)	\$10
Temporary licence fee for standard hours liquor establishment	\$96

EXPLANATION

**Vehicles for Hire By-law amending By-law
Re: 2019 fees**

The attached By-law will implement Council's resolution of July 24, 2018, to amend the Vehicles for Hire By-law to increase fees for 2019.

Director of Legal Services
October 30, 2018

110.

BY-LAW NO.

**A By-law to amend Vehicles for Hire By-law No. 6066
regarding Inflationary adjustment fees for 2019**

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

1. This By-law amends the indicated schedules of the Vehicles for Hire By-law.
2. Council:
 - (a) repeals Schedule A, and substitutes Schedule A attached to this By-law; and
 - (b) approves the fees set out in the new Schedule A.
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 January 1, 2019.

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

Year 2019 Vehicles for Hire License Fees

SCHEDULE A

A classification of carriers and respective license fees payable by such person.

The following license fees are payable by every person owning or operating any of the following vehicles for hire in the City of Vancouver:

Airport Shuttle Bus	Per annum for each vehicle	\$ 90.00
Airport Transporter	Per annum for each vehicle	\$187.00
Antique Limousine	Per annum for each vehicle	\$235.00
Bus Limousine	Per annum for each vehicle	\$235.00
Charter Bus	Per annum for each vehicle	\$187.00
Charter Van	Per annum for each vehicle	\$187.00
Courier Bicycle	Per annum for each vehicle	\$ 20.00
Driver Instruction Vehicle	Per annum for each vehicle	\$187.00
Dual Taxicab	Per annum for each vehicle	\$616.00
Handicapped Cab	Per annum for each vehicle	\$187.00
Horse-Drawn Carriage	Per annum for each vehicle	\$616.00
Luxury Limousine	Per annum for each vehicle	\$235.00
Motor Stage	Per annum for each vehicle	\$187.00
Part-time Taxicab	Per annum for each vehicle	\$616.00
Pedicab	Per annum for each vehicle	\$187.00
For each person operating a leased vehicle on a daily fee basis	Per annum	\$ 13.00
School Cab	Per annum for each vehicle	\$187.00

School Shuttle Van	Per annum for each vehicle	\$187.00
Sedan Limousine	Per annum for each vehicle	\$235.00
Sport Utility Limousine	Per annum for each vehicle	\$235.00
Stretch Limousine	Per annum for each vehicle	\$235.00
Taxicab	Per annum for each vehicle	\$616.00
Taxicab operating under a temporary permit approved by the Passenger Transportation Board	Per annum for each vehicle	\$308.00
If used also for displaying advertising material, for each vehicle so used, additional fee	Per annum for each vehicle	\$ 40.00
Tow Truck	Per annum for each vehicle	\$187.00
U-Drive	Per annum for each vehicle with 4 or more wheels	\$ 52.00
For each other vehicle	Per annum	\$ 14.00
Unless otherwise provided herein, the licence fee to operate a vehicle licenced for one purpose shall be \$80 for each additional purpose authorized by this By-law.		\$ 85.00
<u>Administrative costs</u>		
Transfer of Licence - Sec. 11(4)		\$151.00
Replacement Plate - Sec. 12(4)		\$ 37.00
Bicycle Courier Testing - Sec. 15(1)		\$ 42.00

EXPLANATION

**Heritage Designation By-law
Re: 349 West Georgia Street**

At a public hearing on September 18, 2018, Council approved a recommendation to designate the structure and exterior envelope and exterior building materials of the main podium, and certain interior building features, of a building at 349 West Georgia Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
October 30, 2018

HC.

349 West Georgia Street
(Former Main Post Office)

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:

1. Structure and exterior envelope and exterior building materials of the main podium of the heritage building known as the Former Main Post Office, including without limitation:	349 West Georgia Street	Block 46, DL 541, Plan VAP210
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 - a) all exterior features and elements including a postman bas-relief by Paul Huba (1956) and a carved inscription set below (1955); and
 - b) two cast-aluminum Arms of Canada by Pearson Iron Works located on the south elevation; and
2. Interior building features of the heritage building known as the Former Main Post Office as follows:
 - a) a large painted mural by Orville Fisher depicting early methods of transportation;
 - b) an original tile mural of a woman and child by Paul Huba; and
 - c) a building dedication inscription across four slabs of marble (1954-1957),

has heritage value or heritage character, and that its designation as protected heritage property

EXPLANATION

**A By-law to amend Zoning and Development By-law No. 3575
regarding amendments related to RS district schedules intent statements, covered
porches and front doors, occupancy limit for residential unit associated with an
artist studio, accessory retail in artist studios, and Director of Planning and
Development Permit Board authority**

Following the Public Hearing on July 17, 2018, Council gave approval to amend the Zoning and Development By-law regarding miscellaneous amendments related to RS District schedules. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

46

Zoning & Development By-law
Amending by-law re: miscellaneous
amendments

BY-LAW NO.

**A By-law to amend Zoning and Development By-law No. 3575
regarding amendments related to RS district schedules intent statements, covered
porches and front doors, occupancy limit for residential unit associated with an artist
studio, accessory retail in artist studios, and Director of Planning and Development
Permit Board authority**

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. Council strikes out section 11.19.1 and renumbers section 11.19.2 as section 11.19.1.
3. In the RA-1 District Schedule, Council strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:
 - (a) the intent of this Schedule and all applicable Council policies and guidelines; and
 - (b) the submission of any advisory group, property owner or tenant."
4. In the RS-1 District Schedule, Council:
 - (a) strikes out section 1 and substitutes:

"1 Intent

The intent of this Schedule is generally to maintain the residential character of the RS-1 District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, and infill and multiple conversion dwellings in conjunction with retention of character houses. Emphasis is placed on encouraging neighbourly development by preserving outdoor space and views. Neighbourhood amenity is enhanced through the maintenance of healthy trees and planting which reflects the established streetscape.";
 - (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

- (a) the intent of this Schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.";
- (c) in section 4.1.2, strikes out "or the Development Permit Board, as the case may be";
- (d) in section 4.4.1(d), strikes out "1.2 m" and substitutes "1.8 m"; and
- (e) strikes out section 4.17.5 and substitutes:

"4.17.5 Notwithstanding section 4.17.2 or section 4.17.3, the Director of Planning may:

- (a) on the advice of the Chief Building Official, permit one additional entrance facing a front yard or a side yard if it provides access to a building existing prior to March 14, 1989 in the RS-1 District; or
- (b) permit one additional entrance facing a front yard for a one-family dwelling with a secondary suite if both entrances facing the front yard are located at or above grade."

5. In the RS-1A District Schedule, Council:

- (a) strikes out section 1 and substitutes:

"1. Intent

The intent of this Schedule is to maintain the residential character of the District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, multiple conversion dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses.";

- (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

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

- (c) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning"; and
- (d) in section 4.1.2, strikes out "or the Development Permit Board, as the case may be".

6. In the RS-1B District Schedule, Council:

- (a) strikes out section 1 and substitutes:

"1 Intent

The intent of the Schedule is to maintain the residential character of the District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, infill, or two principal dwelling units on some sites, and infill and multiple conversion dwellings in conjunction with retention of character houses.";

- (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

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

- (c) in section 4.1.2, strikes out "or the Development Permit Board, as the case may be".

7. In the RS-2 District Schedule, Council:

- (a) strikes out section 1 and substitutes:

"1. Intent

The intent of this Schedule is primarily to maintain the residential character of the District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, infill, multiple conversion dwellings, two-family and multiple-family dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses.";

- (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

- (a) the intent of this Schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.”;
- (c) in section 3.2.DW [Dwelling] under subsection (a) of the fourth bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (d) in section 4.1.2, strikes out “or the Development Permit Board, as the case may be”;
- (e) in section 4.5.4, strikes out “or the Development Permit Board, as the case may be,”;
- (f) in section 4.10.4, strikes out “or Development Permit Board” wherever it appears;
- (g) in section 5.2, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”; and
- (h) in subsection 5.2(a), strikes out “he” and substitutes “the Director of Planning”.

8. In the RS-3 and RS-3A Districts Schedule, Council:

- (a) strikes out section 1 and substitutes:

“1. Intent

The intent of this Schedule is to preserve and maintain the residential character of the RS-3 and RS-3A Districts in the form of one-family dwellings with or without a secondary suite and with or without a laneway house in a manner compatible with the existing amenity and design of development. Infill and multiple conversion dwellings in conjunction with retention of character houses may also be permitted. Emphasis is placed on encouraging neighbourly development by preserving outdoor space and views and by ensuring that the bulk and size of new development is similar to existing development. Neighbourhood amenity is enhanced through the maintenance of healthy trees and planting which reflects the established streetscape. The RS-3 District permits a higher non-discretionary density than the RS-3A District.”;

- (b) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

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

- (c) in section 4.4.3, strikes out "1.2 m" and substitutes "1.8 m"; and
- (d) strikes out section 4.17.5 and substitutes:

"4.17.5 Notwithstanding section 4.17.2, the Director of Planning may:

- (a) on the advice of the Chief Building Official, permit one additional entrance facing a front yard if it provides access to a building existing prior to March 14, 1989; or
- (b) permit one additional entrance facing a front yard for a one-family dwelling with a secondary suite if both entrances facing the front yard are located at or above grade."

9. In the RS-4 District Schedule, Council:

- (a) strikes out section 1 and substitutes:

"1. Intent

The intent of this Schedule is primarily to maintain the residential character of the District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, infill, multiple conversion dwellings, two-family dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses."

- (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

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

- (c) in section 3.2.DW [Dwelling] under subsection (a) of the fourth bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (d) in section 4.1.2, strikes out "or the Development Permit Board, as the case may be"; and
- (e) in section 4.5.3, strikes out ", subject to section 4.5.4,".

10. In the RS-5 District Schedule, Council:

- (a) strikes out section 1 and substitutes:

"1. Intent

The intent of this Schedule is generally to maintain the existing residential character of the RS-5 District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house by encouraging new development that is compatible with the form and design of existing development, and by encouraging the retention and renovation of existing development. Infill and multiple conversion dwellings in conjunction with retention of character houses may also be permitted. Emphasis is placed on design compatibility with the established streetscape. Neighbourhood amenity is intended to be enhanced through the maintenance and addition of healthy trees and plants.”;

(b) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”;

(c) in section 4.1.2, strikes out “or the Development Permit Board, as the case may be”; and

(d) strikes out section 4.17.5 and substitutes:

“4.17.5 Notwithstanding Section 4.17.2 or Section 4.17.3, the Director of Planning may:

(a) on the advice of the Chief Building Official, permit one additional entrance facing a front yard or a side yard if it provides access to a building existing prior to March 14, 1989; or

(b) permit one additional entrance facing a front yard for a one-family dwelling with a secondary suite if both entrances facing the front yard are located at or above grade.”.

11. In the RS-6 District Schedule, Council:

(a) strikes out section 1 and substitutes:

"1. Intent

The intent of this Schedule is to maintain the residential character of the District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, to encourage a high standard of building design, materials, and landscape development while allowing

design diversity in new development. Infill and multiple conversion dwellings in conjunction with retention of character houses may also be permitted. Neighbourhood amenity is enhanced through the maintenance of healthy trees and planting which reflects the established landscape.”;

(b) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”;

(c) in section 4.1.2, strikes out “or the Development Permit Board, as the case may be”; and

(d) strikes out section 4.17.5 and substitutes:

“4.17.5 Notwithstanding section 4.17.2 or section 4.17.3, the Director of Planning may:

(a) on the advice of the Chief Building Official, permit one additional entrance facing a front yard or a side yard if it provides access to a building existing prior to March 14, 1989; or

(b) permit one additional entrance facing a front yard for a one-family dwelling with a secondary suite if both entrances facing the front yard are located at or above grade.”.

12. In the RS-7 District Schedule, Council:

(a) strikes out section 1 and substitutes:

“1. Intent

The intent of this Schedule is to maintain the residential character of the RS-7 District in the form of one-family dwellings with or without a secondary suite and with or without a laneway house, infill, two-family dwellings, multiple conversion dwellings, and infill and multiple conversion dwellings in conjunction with retention of character houses. On larger lots, multiple dwellings may also be permitted. Neighbourhood amenity is enhanced through external design regulations.”;

(b) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

- (a) the intent of this Schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.”;
- (c) in section 3.2.1.DW [Dwelling] under subsection (a) of the fourth bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (d) in section 4.1.2, strikes out “or the Development Permit Board, as the case may be”;
- (e) strikes out section 4.17.2 and substitutes:
“4.17.2 There shall be no more than one separate and distinct front entrance to a one-family dwelling or one-family dwelling with secondary suite.”;
- (f) strikes out section 4.17.4 and substitutes:
“4.17.4 Notwithstanding section 4.17.2 or section 4.17.3 of this Schedule, the Director of Planning may:
 - (a) on the advice of the Chief Building Official, permit one additional entrance facing a front yard or a side yard if it provides access to a building existing prior to March 14, 1989; or
 - (b) permit one additional entrance facing a front yard for a one-family dwelling with a secondary suite if both entrances facing the front yard are located at or above grade.”; and
- (g) in section 5.6, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”.

13. In the RT-1 District Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:
 - (a) the intent of this Schedule and all applicable Council policies and guidelines; and
 - (b) the submission of any advisory group, property owner or tenant.”; and
- (b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”.

14. In the RT-2 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning"; and

(c) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears.

15. In the RT-3 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the sixth bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning".

16. In the RT-4, RT-4A, RT-4N and RT-4AN Districts Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) strikes out section 4.4.3 and substitutes:

"4.4.3 The Director of Planning may relax the minimum depth of the required front yard provided the Director of Planning first considers the depths of the adjacent front yards and all applicable Council policies and guidelines.";

(d) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on neighbouring sites of building height, shadow, open space and landscaping."; and

(e) strikes out section 5.3 and substitutes:

"5.3 In order to maintain the character of the neighbourhood, including where possible the retention of existing buildings, the Director of Planning may relax the provisions of sections 4.5 and 4.6 of this Schedule in the case of infill, provided the Director of Planning first considers all applicable policies and guidelines adopted by Council.".

17. In the RT-7 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning"; and

(c) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on

neighbouring sites of building height, shadow, open space and landscaping.”.

18. In the RT-8 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”;

(b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”; and

(c) strikes out section 5.2 and substitutes:

“5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on neighbouring sites of building height, shadow, open space and landscaping.”.

19. In the RT-9 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”;

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”; and

(c) strikes out section 5.2 and substitutes:

“5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law

where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on neighbouring sites of building height, shadow, open space and landscaping.”.

20. In the RT-10 and RT-10N Districts Schedule, Council:

(a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”; and

(b) strikes out section 5.2 and substitutes:

“5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on neighbouring sites of building height, shadow, open space and landscaping.”.

21. In the RM-1 and RM-1N Districts Schedule, Council:

(a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.”;

(b) in section 4.10.4, strikes out “or Development Permit Board” wherever it appears; and

(c) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning may relax the area and site coverage limitations for accessory buildings and sections 4.7 and 4.9 of the Parking By-law where the Director of Planning is satisfied that adequate off-street parking on any site less than 36.5 m in depth cannot otherwise be accommodated, provided that in developments where a carport or garage is planned the Director of Planning also has regard to the effect on neighbouring sites of building height, shadow, open space and landscaping."

22. In the RM-2 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 4.3.2, strikes "or the Development Permit Board, as the case may be,";

(d) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears; and

(e) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning".

23. In the RM-3 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;

- (d) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning or the Development Permit Board, as the case may be,"; and
- (e) in section 5.2, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may relax the minimum site area requirements of this Schedule with respect to any of the following developments where he considers the development site to consist of locked in lots and provided he also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council:" and substitutes "The Director of Planning or the Development Permit Board, as the case may be, may relax the minimum site area requirements of this Schedule with respect to any of the following developments where the Director of Planning or the Development Permit Board considers the development site to consist of locked in lots and provided the Director of Planning or the Development Permit Board also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council:".

24. In the RM-3A District Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:
 - (a) the intent of this Schedule and all applicable Council policies and guidelines; and
 - (b) the submission of any advisory group, property owner or tenant.";
- (b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (c) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;
- (d) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning"; and
- (e) in section 5.2, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may relax the minimum site area requirements of this Schedule with respect to any of the following developments where he considers the development site to consist of locked-in lots and provided he also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council:" and substitutes "The Director of Planning may relax the minimum site area requirements of this Schedule with respect to any of the following developments where the Director of Planning considers the development site to consist of locked-in lots and provided the Director of Planning also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council:".

25. In the RM-4 and RM-4N District Schedules, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, the Director of Planning may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning first considers:

(a) the intent of this Schedule and all applicable Council policies and guidelines; and

(b) the submission of any advisory group, property owner or tenant.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;

(d) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning";

(e) in section 5.2, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may relax the minimum site area requirements of this Schedule with respect to any of the following developments where he considers the development site to consist of locked in lots and provided he also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council:" and substitutes "The Director of Planning may relax the minimum site area requirements of this Schedule with respect to any of the following developments where the Director of Planning considers the development site to consist of locked in lots and provided the Director of Planning also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council.:"; and

(f) in section 5.3 strikes out "The Development Permit Board or the Director of Planning, as the case may be, may relax any of the regulations of this schedule for the following developments where he is satisfied that the relaxation will serve to accomplish certain social and community goals" and substitutes "The Director of Planning may relax any of the regulations of this Schedule for the following developments where the Director of Planning is satisfied that the relaxation will serve to accomplish certain social and community goals".

26. In the RM-5, RM-5A, RM-5B, RM-5C, and RM-5D Districts Schedule, Council strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 as specified in sections 3.2.1 and 3.2.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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.”.

27. In the RM-6 District Schedule, Council strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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.”.

28. In section 4.10.4 of the RM7, RM-7N, RM-7AN, RM-8, RM-8N, RM-9, RM-9A, RM-9N, RM-9AN, RM-9BN, and RM-12N District Schedules, Council strikes out “or Development Permit Board” wherever it appears.

29. In the FM-1 District Schedule, Council:

- (a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

- (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.”;
- (b) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (c) in section 3.3.1, adds the words “Director of Planning or” before the words “Development Permit Board” wherever they appear;
- (d) strikes out subsection 4.7.1(b) and substitutes:

- “(b) in the case of any development the Director of Planning or the Development Permit Board may permit an increase in the permitted floor space ratio from 0.60 to any figure up to and including 1.5, providing the Director of Planning or the Development Permit Board first considers all applicable policies and guidelines adopted by Council, the nature and size of the site, the adequacy of open space, overall design and the provision of amenities which would result in community benefits.”; and
 - (e) in section 5.1, adds the words “Director of Planning or” before the words “Development Permit Board”.
- 30. In the C-1 District Schedule, Council:
 - (a) strikes out section 3.1 and substitutes:
 - “3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.”;
 - (b) in section 3.2.DW [Dwelling] under the first bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (c) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (d) in section 3.2.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (e) in section 4.10.4, strikes out “or Development Permit Board” wherever it appears;
 - (f) in section 5.1, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”; and
 - (g) strikes out section 5.2 and substitutes:
 - “5.2 The Director of Planning may relax the use conditions of sections 2.3.1 and 3.3.1 and the front yard requirements of section 4.4 to permit the outdoor display of retail goods or an outdoor eating area in conjunction with a restaurant, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display or eating area with respect to adjoining sites, the hours of operation and the intent of this Schedule.”.

31. In the C-2 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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.";

(b) in section 3.2.DW [Dwelling] under the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(d) in section 3.2.DW [Dwelling] under the fifth bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(e) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";

(f) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;

(g) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning"; and

(h) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule."

32. In the C-2B District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided

that the Director of Planning or the Development Permit Board 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 amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.”;
- (b) in section 3.2.DW [Dwelling] under the second bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (c) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (d) in section 3.2.DW [Dwelling] under the fifth bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (e) in section 3.2.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (f) in section 3.3.2(b), strikes out “Development Permit Board” wherever it appears and substitutes “Director of Planning”;
 - (g) in section 3.3.2(c), strikes out “Development Permit Board” and substitutes “Director of Planning”;
 - (h) in section 4.10.4, strikes out “or Development Permit Board” wherever it appears;
 - (i) in section 5.1, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”;
 - (j) strikes out section 5.2 and substitutes:

“5.2 The Director of Planning may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided the Director of Planning first considers all applicable policies and guidelines adopted by Council.”;
 - (k) in section 5.3, strikes out “Development Permit Board or the Director of Planning, as the case may be,” wherever it appears and substitutes “Director of Planning”;
and
 - (l) strikes out section 5.4 and substitutes:

"5.4 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites; the hours of operation and the intent of this Schedule."

33. In the C-2C District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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 amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";

(d) in section 3.3.2, strikes out "Development Permit Board where it is satisfied" and substitutes "Director of Planning where the Director of Planning is satisfied";

(e) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;

(f) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning";

(g) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided the Director of Planning first considers all applicable policies and guidelines adopted by Council.";

(h) strikes out section 5.3 and substitutes:

"5.3 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule."; and

(i) in section 5.4, strikes out "or Development Permit Board, as the case may be".

34. In the C-2C1 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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 amount of open space, plazas and landscaping being provided and the impact of the development on the character of the community.";

(b) in section 3.2.DW [Dwelling] under subsection (a) of the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";

(d) in section 3.3.2, strikes out "Development Permit Board where it is satisfied" and substitutes "Director of Planning where the Director of Planning is satisfied";

(e) in section 3.3.3(b), strikes out "Development Permit Board" wherever it appears and substitutes "Director of Planning";

(f) in section 3.3.3(c), strikes out "Development Permit Board" and substitutes "Director of Planning";

(g) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears;

(h) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning";

(i) strikes out section 5.2 and substitutes:

"5.2 The Director of Planning may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided the Director of Planning first considers all applicable policies and guidelines adopted by Council.";

(j) strikes out section 5.3 and substitutes:

"5.3 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule."; and

(k) in section 5.4, strikes out "or Development Permit Board, as the case may be".

35. In the C-3A District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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.";

(b) in section 3.2.DW [Dwelling] under the first bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 3.2.DW [Dwelling] under the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(d) in section 3.2.DW [Dwelling] under subsection (a) of the third bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(e) in section 3.2.DW [Dwelling] under the fourth bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(f) in section 3.2.DW [Dwelling] under the fifth bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

- (g) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (h) in section 4.3.2, strikes out "The Development Permit Board may permit an increase in the maximum height of a building with respect to any development, provided that it first considers:" and substitutes "The Director of Planning or the Development Permit Board may permit an increase in the maximum height of a building with respect to any development, provided that the Director of Planning or the Development Permit Board first considers:";
- (i) in subsection 4.7.1(a), strikes out "the Development Permit Board may permit an increase in floor space ratio to a maximum of 3.00, if it first considers:" and substitutes "the Director of Planning or the Development Permit Board may permit an increase in floor space ratio to a maximum of 3.00, if the Director of Planning or the Development Permit Board first considers:";
- (j) strikes out subsection 4.7.1(b) and substitutes:
 - "(b) despite the provisions of subsection 4.7.1(a), if the Director of Planning or the Development Permit Board first considers the intent of this district schedule, all applicable Council policies and guidelines and the submissions of any advisory groups, property owners or tenants, and there is no heritage density available for transfer, the Director of Planning or the Development Permit Board may permit an additional increase in permitted floor area of one m² for each amenity share provided to the city at no cost to the city, to a maximum increase of 10% above the maximum permitted floor space ratio.";
- (k) in section 5.1, strikes out "The Development Permit Board or the Director of Planning, as the case may be," and substitutes "The Director of Planning"; and
- (l) strikes out section 5.3 and substitutes:
 - "5.3 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule."

36. In the C-5, C-5A and C-6 Districts Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 as specified in sections 3.2.1 and 3.2.2, with or without conditions, provided that the Director of Planning or the Development Permit Board 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.”;
- (b) in section 3.2.1.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”; and
- (c) strikes out subsection 4.7.1.1(b) and substitutes:
- “(b) if the Director of Planning or the Development Permit Board first considers the intent of this district schedule, all applicable Council policies and guidelines and the submissions of any advisory groups, property owners or tenants, and there is no heritage density available for transfer, the Director of Planning or the Development Permit Board may permit an additional increase in permitted floor area of one m² for each amenity share provided to the city at no cost to the city, to a maximum increase of 10% above the maximum permitted floor space ratio.”

37. In the C-7 and C-8 District Schedules, Council:

- (a) strikes out section 3.1 and substitutes:
 - “3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.”;
- (b) in section 3.2.1.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (c) in section 4.10.4, strikes out “or Development Permit Board” wherever it appears;
- (d) in section 5.1, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”; and
- (e) strikes out section 5.2 and substitutes:
 - “5.2 The Director of Planning 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 the Director of Planning deems necessary, having regard to the type of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this Schedule.”.

38. In the FC-1 District Schedule, Council:

(a) strikes out section 3.1 and substitutes:

“3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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.”;

(b) in section 3.2.DW [Dwelling] under the first bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;

(c) in section 3.2.DW [Dwelling] under the third bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;

(d) in section 3.2.DW [Dwelling] under the fifth bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;

(e) in section 3.2.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;

(f) in subsection 4.7.3(e)(vii), strikes out “Development Permit Board” and substitutes “Director of Planning”;

(g) strikes out section 5.1 and substitutes:

“5.1 The Director of Planning may relax the maximum frontage regulation in section 4.2, provided that a pedestrian amenity area such as a courtyard or resting area is provided, or where pedestrian interest is otherwise maintained and provided the Director of Planning first considers all applicable policies and guidelines adopted by Council.”; and

(h) in section 5.2, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”.

39. In the FC-2 District Schedule, Council:

- (a) in section 2.2A under subsection (c) of the second bullet point, adds the words "except for accessory retail uses associated with an Artist Studio," before the words "must be separated by a wall";
- (b) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.";
- (c) in section 3.2.1.Z, strikes out "Development Permit Board or";
- (d) in section 4.6.2, strikes out "or the Development Permit Board"; and
- (e) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears.

40. In the MC-1 and MC-2 Districts Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.";
- (b) in section 3.2.2DW [Dwelling] under the first bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (c) in section 3.2.2DW [Dwelling] under the second bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (d) in section 3.2.1Z, strikes out "Development Permit Board" and substitutes "Director of Planning"; and
- (e) in section 4.10.4, strikes out "or Development Permit Board" wherever it appears.

41. In the M-1 District Schedule, Council:

- (a) in section 2.2.A under the second bullet point, adds the words ", except for accessory retail use associated with an Artist Studio," after the words "the floor area in accessory retail use";
- (b) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.";
- (c) in section 3.2.Z under the first bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning"; and
- (d) strikes out section 4.6.2 and substitutes:
 - "4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and the site is sufficiently large to provide adequate open space."

42. In the M-1A District Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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;
 - (c) the provision of appropriate landscaping; and

- (d) the design character and choice of building material in relation to adjoining residential districts.”;
- (b) in section 3.2.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (c) in section 4.4.1, strikes out “or the Development Permit Board, as the case may be”;
- (d) in section 4.6.1, strikes out “or the Development Permit Board, as the case may be,”; and
- (e) strikes out section 4.6.2 and substitutes:
 - “4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and the site is sufficiently large to provide adequate open space.”.

43. In the M-1B District Schedule, Council:

- (a) in section 2.2A under the second bullet point, adds the words “, except for accessory uses associated with an Artist Studio,” after the words “general public”;
- (b) strikes out section 3.1 and substitutes:
 - “3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.”;
- (c) in section 3.2.Z under the first bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (d) in section 3.3.2, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (e) in section 4.1.1, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”;
- (f) in section 4.6.1, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”;

- (g) strikes subsection 4.7.1(b) and substitutes:
 - "(b) the Director of Planning may relax the maximum floor space ratio as provided for in section 5.4 of this Schedule; and";
- (h) strikes out section 5.1 and substitutes:
 - "5.1 The Director of Planning may relax the minimum site area requirements of section 4.1 with respect to any of the uses permitted in this Schedule, provided the Director of Planning considers the intent of this Schedule and all policies and guidelines adopted by Council, and provided that in no case shall the minimum site area be less than 3,100 m² unless comprised of one or more smaller parcels on record in the Land Title Office for Vancouver as of August 12, 1980.";
- (i) in section 5.2, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may permit an increase in the maximum height prescribed in section 4.3.1, provided he first considers;" and substitutes "The Director of Planning may permit an increase in the maximum height prescribed in section 4.3.1, provided the Director of Planning first considers:";
- (j) in section 5.3, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may waive the requirement to provide a rear yard where he is satisfied" and substitutes "The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied"; and
- (k) in section 5.4, strikes out "The Development Permit Board or the Director of Planning, as the case may be, may permit an increase in the maximum floor space ratio to any figure between 1.50 to 2.00 provided he first considers;" and substitutes "The Director of Planning may permit an increase in the maximum floor space ratio to any figure between 1.50 to 2.00 provided the Director of Planning first considers:".

44. In the M-2 District Schedule, Council:

- (a) in section 2.2.A under the second bullet point, adds the words ", except for accessory retail use associated with an Artist Studio," after the words "the floor area in accessory retail use";
- (b) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

- (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.”;
- (c) in section 3.2.Z under the first bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”; and
- (d) strikes out section 4.6.2 and substitutes:
 - “4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and the site is sufficiently large to provide adequate open space.”

45. In the IC-1 and IC-2 Districts Schedule, Council:

- (a) in section 2.2.A under the second bullet point, adds the words “, except for accessory retail use associated with an Artist Studio,” after the words “the floor area in accessory retail use”;
- (b) strikes out section 3.1 and substitutes:
 - “3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.”;
- (c) in section 3.2.Z under the first bullet point, strikes out “Development Permit Board” and substitutes “Director of Planning”; and
- (d) strikes out section 4.6.2 and substitutes:
 - “4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required.”.

46. In the IC-3 District Schedule, Council:

- (a) in section 2.2.A under the second bullet point, adds the words “, except for accessory retail use associated with an Artist Studio,” after the words “the floor area in accessory retail use”;

(b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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.";

(c) in section 3.2.Z under the first bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning";

(d) in section 4.7.4, strikes out "or Director of Planning" and "or the Director of Planning" wherever they appear;

(e) in section 4.17.2, strikes out "or Development Permit Board" wherever it appears;

(f) in section 5.1, strikes out "or the Development Permit Board" wherever it appears; and

(g) in section 5.2, strikes out "or the Development Permit Board" wherever it appears.

47. In the I-1 District Schedule, Council:

(a) in section 2.2.A under the second bullet point, adds the words ", except for accessory retail use associated with an Artist Studio," after the words "the floor area in accessory retail use";

(b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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.";

(c) in section 3.2.Z under the first bullet point, strikes out "Development Permit Board" and substitutes "Director of Planning"; and

(d) strikes out section 4.6.2 and substitutes:

"4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required."

48. In the I-1A District Schedule, Council:

(a) in section 2.2.A under the second bullet point, adds the words ", except for accessory retail use associated with an Artist Studio," after the words "the floor area in accessory retail use";

(b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

(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."; and

(c) in section 3.2.Z under the first bullet point, strikes out "or Development Permit Board".

49. In the I-1B District Schedule, Council:

(a) in section 2.2.A under the second bullet point, adds the words ", except for accessory retail use associated with an Artist Studio," after the words "the floor area in accessory retail use";

(b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

- (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.”; and
 - (c) in section 3.2.Z under the first bullet point, strikes out “or the Development Permit Board”.
50. In the I-2 District Schedule, Council:
- (a) in section 2.2.A under the second bullet point, adds the words “, except for accessory retail use associated with an Artist Studio,” after the words “the floor area in accessory retail use”;
 - (b) strikes out section 3.1 and substitutes:
 - “3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.”;
 - (c) in section 3.2.Z under the first bullet point, strikes out “or Development Permit Board”;
 - (d) strikes out section 4.6.2 and substitutes:
 - “4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and that site is sufficiently large to provide adequate open space.”; and
 - (e) in section 4.7.5, strikes out “The Development Permit Board or the Director of Planning, as the case may be,” and substitutes “The Director of Planning”, and further strikes out “he first considers” and substitutes “the Director of Planning first considers.”.
51. In the I-3 District Schedule, Council:
- (a) in section 2.2.A under the second bullet point, adds the words “, except for accessory retail use associated with an Artist Studio,” after the words “floor area in accessory retail use”;

- (b) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.";
- (c) in section 3.2.Z under the first bullet point, strikes out "or Development Permit Board"; and
- (d) strikes out section 4.6.2 and substitutes:
 - "4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and that site is sufficiently large to provide adequate open space."

52. In the I-4 District Schedule, Council:

- (a) in section 2.2A under subsection (c) of the second bullet point, adds the words "except for accessory retail uses associated with an Artist Studio," before the words "must be separated by a wall";
- (b) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, including the additional regulations in section 11.3 of this By-law, and compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:
 - (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.";
- (c) in section 3.2.Z under the first bullet point, strikes out "or Development Permit Board"; and
- (d) strikes out section 4.6.2 and substitutes:

"4.6.2 The Director of Planning may waive the requirement to provide a rear yard where the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required and that site is sufficiently large to provide adequate open space."

53. In the HA-1 and HA-1A Districts Schedule, Council:

(a) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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.";

(b) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";

(c) in section 4.4.2, strikes out "The Development Permit Board may allow a portion of the building to be recessed above the second floor for the purpose of increasing residential units' exposure to natural light, provided that it first considers:" and substitutes "The Director of Planning or the Development Permit Board may allow a portion of the building to be recessed above the second floor for the purpose of increasing residential units' exposure to natural light, provided that the Director of Planning or Development Permit Board first considers:";

(d) in section 4.5.2, strikes out "The Development Permit Board may allow setbacks for the purpose of creating a light well or providing open space at grade, provided that no portion is closer than 4.0 m to a street façade, 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 it first considers:" and substitutes "The Director of Planning or the Development Permit Board may allow setbacks for the purpose of creating a light well or providing open space at grade, provided that no portion is closer than 4.0 m to a street façade, 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 the Director of Planning or Development Permit Board first considers:";

(e) strikes out section 4.10.4 and substitutes:

"4.10.4 The Director of Planning may relax the horizontal angle of daylight requirement, if:

- (a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council;
 - (b) the minimum distance of unobstructed view is not less than 2.4 m; and
 - (c) the building is listed on the Heritage Register or, in the opinion of the Director of Planning, the building has sufficient heritage value or heritage character to justify its conservation.";
- (f) in section 5.1, strikes out "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 he first considers:" and substitutes "The Director of Planning may relax the frontage and rear yard regulations of sections 4.2 and 4.6 of this Schedule, provided that the Director of Planning first considers:";
- (g) in section 5.2, strikes out "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 that he first considers:" and substitutes "The Director of Planning 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 the Director of Planning 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 that the Director of Planning first considers:"; and
- (h) strikes out section 5.3.

54. In the HA-2 District Schedule, Council:

- (a) in section 2.3.2, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (b) strikes out section 3.1 and substitutes:

"3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board first considers:

 - (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.";

- (c) in section 3.2.Z, strikes out "Development Permit Board" and substitutes "Director of Planning";
- (d) in section 4.3.2, strikes out "The Development Permit Board may permit an increase or decrease in the maximum or minimum height of a building with respect to any development provided they first consult with any advisory group approved by Council for the area and take into account the following:" and substitutes "The Director of Planning or the Development Permit Board may permit an increase or decrease in the maximum or minimum height of a building with respect to any development provided the Director of Planning or the Development Permit Board first consults with any advisory group approved by Council for the area and takes into account the following:";
- (e) strikes out section 4.10.4 and substitutes:
 - "4.10.4 The Director of Planning may relax the horizontal angle of daylight requirement, if:
 - (a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council;
 - (b) the minimum distance of unobstructed view is not less than 2.4 m; and
 - (c) the building is listed on the Heritage Register or, in the opinion of the Director of Planning, the building has sufficient heritage value or heritage character to justify its conservation.";
- (f) in section 5.1, strikes out "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 3.3.3 for the following uses, and may include additional conditions, provided they first consider" and substitutes "The Director of Planning may relax the use conditions of sections 2.3.1 and 3.3.3 for the following uses, and may include additional conditions, provided the Director of Planning first considers"; and
- (g) strikes out section 5.2.

55. In the HA-3 District Schedule, Council:

- (a) strikes out section 3.1 and substitutes:
 - "3.1 Subject to all other provisions of this By-law, compliance with section 3.3 and the provisions and regulations of this Schedule, the Director of Planning or the Development Permit Board may approve any of the uses listed in section 3.2 of this Schedule, with or without conditions, provided that the Director of Planning or the Development Permit Board 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.”;
- (b) in section 3.2.Z, strikes out “Development Permit Board” and substitutes “Director of Planning”;
- (c) strikes out section 4.10.4 and substitutes:
- “4.10.4 The Director of Planning may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning first considers all the applicable policies and guidelines adopted by Council;
 - (b) the minimum distance of unobstructed view is not less than 2.4 m;
and
 - (c) the building is listed on the Heritage Register or, in the opinion of the Director of Planning, the building has sufficient heritage value or heritage character to justify its conservation.”; and
- (d) strikes out section 5.

56. 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.

57. 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 Downtown Official
Development Plan By-law No. 4912**

Following the public hearing on July 17, 2018, Council resolved to amend the Downtown Official Development Plan By-law No. 4912, regarding increased floor space ratio for heritage listed buildings. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HG

Downtown Official Development Plan
Amending by-law re: Increased FSR for
heritage listed buildings

BY-LAW NO.

**A By-law to amend Downtown
Official Development Plan By-law No. 4912
regarding increased floor space ratio for heritage listed buildings**

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 3 - Density**, Council strikes out subsection 9 and substitutes:
 - "9. The Director of Planning or the Development Permit Board may permit an increase in floor space ratio for a development which includes the restoration of an existing building, site, landmark or feature, if the existing building, site, landmark or feature is listed in the Vancouver Heritage Register, if Council first approves a heritage designation by-law, and if the Director of Planning or the Development Permit Board first considers:
 - (a) all applicable Council policies and guidelines;
 - (b) the cost and extent of the heritage restoration;
 - (c) the value of the increased floor area; and
 - (d) the impact of the development upon neighbourhood livability and environmental quality."
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

**Authorization to enter into a Housing Agreement
Re: 1170 Barclay Street**

Pursuant to Development Application Number DE418401, the development permit application was approved by the Director of Planning under letter dated September 27, 2018, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant and its lender. Enactment of the attached By-law will complete the process to implement the condition imposed by the Director of Planning regarding a Housing Agreement.

Director of Legal Services
October 30, 2018

HC.

1170 Barclay Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1170 Barclay Street**

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

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

PID: 004-753-143

Lot 8 Block 21 District Lot 185 Plan 92

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

2. 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

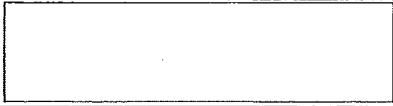
City Clerk

Schedule A

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

PAGE 1 OF 18 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, 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)
LUNNY ATMORE LLP
BARRISTERS & SOLICITORS
900-900 WEST HASTINGS STREET
VANCOUVER BC V6C 1E5
 PHONE: 604-684-2550
 FILE: 15578-003

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
004-753-143 LOT 8 BLOCK 21 DISTRICT LOT 185 PLAN 92

STC? YES

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) Filled Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
SEE SCHEDULE

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

453 WEST 12TH AVENUE
VANCOUVER BRITISH COLUMBIA
V5Y 1V4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

Execution Date		
Y	M	D
18	08	22

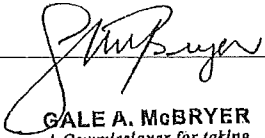
Transferor(s) Signature(s)
PLAN A - 1170 BARCLAY STREET LTD. by its authorized signatory:

Print Name: **Anoop Majithia**

HANA B. HOLBROOK
Barrister & Solicitor
 Suite 900-900 West Hastings Street
 Vancouver, British Columbia
 V6C 1E5

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.

Officer Signature(s)



GALE A. McBRYER
*A Commissioner for taking
Affidavits for British Columbia*
#2200, 666 Burrard Street
Vancouver, BC V6C 2X8
Expires: January 31, 2020

(~~Use~~ to all signatures)

Execution Date

Y M D

18 09 11

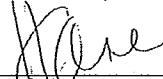
Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER
by its authorized signatory(ies):

Print Name:

Print Name:

CANADIAN WESTERN BANK
by its authorized signatory(ies)



Print Name: **KATHRYN KANE**
SR. MANAGER, LOAN ADMINISTRATION



Print Name: **CRAIG GUNNING**
AVP & TEAM LEAD
PRIVATE BUSINESS BANKING

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

CHARGE NO.

ADDITIONAL INFORMATION
S.219
ENTIRE INSTRUMENT

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
PAGE 18

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

LAND TITLE ACT
FORM E

SCHEDULE

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

5. TRANSFEROR(S))

PLAN A - 1170 BARCLAY STREET LTD. (INC. NO. BC0894951)
(as to Covenant)

CANADIAN WESTERN BANK
(as to Priority)

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, PLAN A - 1170 BARCLAY STREET LTD., is called the "Owner", as more particularly defined in Section 1.1; and
 - II. the Transferee, the 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 geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to the City under Development Permit Application number DE418401 (the "Development Permit Application") to permit interior and exterior alterations of the existing multiple dwelling building on the Lands, including a two storey and roof deck addition, increasing the number of dwelling units from 16 to 28, all to be secured as market rental units, with 6 surface parking spaces and 1 car share space at the rear, having vehicular access from the lane, and the Director of Planning has approved the Development Permit Application subject to, among other things, fulfilment of the condition that prior to the issuance of a Development Permit, the Owner, at no cost to the City, make arrangements to the satisfaction of the General Manager of Arts, Culture, and Community Services and the Director of Legal Services to enter into an agreement securing all 28 residential units as rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:
- I. that such units may not be subdivided by deposit of a strata plan;
 - II. that none of such units may be separately sold;
 - III. that none of such units will be rented for less than one month at a time; and
 - IV. 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,
- (the "Market Rental Housing Condition"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and

agreed to by the parties), the Owner and the City, pursuant to Section 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:

Terms of Agreement

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. In this Agreement the following terms have the following definitions, unless specifically otherwise provided in this Agreement:
- (a) "Agreement" means this agreement, including the foregoing Recitals, and any Schedules attached hereto;
 - (b) "Building" means each building or structure on the Lands, including additions and alterations to an existing building or structure, as contemplated by the Development Permit Application, 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 Application;
 - (c) "*Business Corporations Act*" means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
 - (d) "City" or "City of Vancouver" means the City of Vancouver in its capacity as a corporate entity;
 - (e) "City Manager" means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
 - (f) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
 - (g) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
 - (h) "Development Permit" means a development permit issued with respect to the Lands pursuant to the Development Permit Application;
 - (i) "Development Permit Application" has the meaning set out in Recital C;
 - (j) "Director of Legal Services" means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;
 - (k) "Director of Planning" means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and his or her successors in function and their respective nominees;

- (l) "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 or her successors in function and their respective nominees;
- (m) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (n) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (o) "Losses" means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (p) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (q) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (r) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (s) "Occupancy Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (t) "Owner" means the Transferor, including its successors and permitted assigns and any successors in title to the Lands or a portion of the Lands;
- (u) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:

- (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (w) "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; and
- (x) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.
- (b) The word "including" when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as "without limitation" or "but not limited to" or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.

- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION

- 2.1 Restrictions. The Owner covenants and agrees with the City, in respect of the use of the Lands and the Building, that:
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct at its sole cost and expense, and throughout the Term will maintain not less than 28 residential units on the Lands (the "Market Rental Housing Units"), all in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto, all applicable City by-laws and policies, and the requirements of this Agreement;
 - (c) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Rental Housing;
 - (d) throughout the Term, none of the Market Rental Housing Units will be rented for 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 Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, subject to Section 6.1;
- (f) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by subdivision plan, strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision 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) it will insure, or cause to be insured, the Building, the Market Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in 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 to the standard of a reasonable and prudent owner of similar buildings. If the Market Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (j) if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement.

ARTICLE 3 OCCUPANCY RESTRICTION

- 3.1 No Occupancy. The Owner covenants and agrees with the City, in respect of the use of the Lands and the Building that the Lands and Building will not be used or occupied except as follows:
- (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 until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture, and Community Services proof of the insurance, consistent with the requirements of Section 2.1(h), is in force and effect, in form and substance satisfactory to the City; and

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

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

ARTICLE 4 RECORD KEEPING

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

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.3, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel;
 - (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - (iii) withholding any permit pursuant to this Agreement; or
 - (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (v) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

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

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

6.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.3(b).

- (c) Regardless of whether the claim is being defended under Section 6.3(a) or Section 6.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.4 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 7
TRANSFER OF LANDS

- 7.1 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

ARTICLE 8
NOTICES

- 8.1 Notice. Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia or by personal delivery:
- (a) in the case of the Owner addressed to it at:
- Plan A - 1170 Barclay Street Ltd.
#240 - 997 Seymour Street
Vancouver, British Columbia
V6B 3M1
- Attention: President
- (b) and in the case of the City addressed to it at:

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

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

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

ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement for Benefit of City. The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.
- 9.2 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise.
- 9.3 Amendments. Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 9.4 Assignment by City. The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 9.5 City Court Costs. In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 9.6 City's Other Rights Unaffected. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers,

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

- 9.7 Damages Insufficient. The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 9.8 Entire Agreement. This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 9.9 Further Assurances. The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 9.10 Joint and Several. Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 9.11 No Assignment. The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 9.12 No Waiver. No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.
- 9.13 Owner's Costs. Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 9.14 Owner's Duties as Occupier. Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 9.15 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

9.16 Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

9.17 Remedies Cumulative. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

9.18 Severability. If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.

9.19 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

9.20 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA6890200 and the Assignment of Rents registered under number CA6890201;
- (b) "Existing Chargeholder" means Canadian Western Bank;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT

EXPLANATION

**A By-law to amend the East Fraser Lands
Official Development Plan By-law No. 9393**

Following the Public Hearing on September 18, 2018, Council gave approval to amend the East Fraser Lands Official Development Plan regarding amendments for new Community Centre Site, affordable housing, and housekeeping amendments. The enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HO.

East Fraser Lands
Official Development Plan
Amending By-law
Re: Amendments for new Community Centre Site,
Affordable Housing, and Housekeeping Amendments

BY-LAW NO.

**A By-law to amend East Fraser Lands
Official Development Plan By-law No. 9393
Regarding Amendments for new Community Centre Site,
Affordable Housing, and Housekeeping Amendments**

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

1. This by-law amends the indicated provisions of East Fraser Lands Official Development Plan By-law No. 9393.
2. In section 5.1 of the Table of Contents, Council:
 - (a) inserts the following as section 5.1.6:
"5.1.6 Sea level rise and flood management"; and
 - (b) renumbers the remaining sections in section 5.1 of the Table of Contents accordingly.
3. In section 7 of the Table of Contents, Council adds the following in the correct numerical order:
"Figure 17: Affordable housing
Figure 18: Development phases
Figure 19: Community centre and waterfront plaza".
4. In section 3.3, Council strikes out "719 650 m²" and substitutes "724 779 m²".
5. In subsection 3.5.1(b), Council strikes out "671 400 m²" and substitutes "676 529 m²".
6. Council strikes out section 3.5.8 and substitutes the following:
"3.5.8 As development is to occur over many years, interim land uses that are compatible with adjacent development, are easily removable and of low intensity or low in capital development, do not result in a risk to the public from contaminated soils, and are subject to development permits limited to five years may be permissible in the areas. The Development Permit Board or Director of Planning may renew development permits for interim uses for subsequent terms of up to five years."
7. In subsection 4.3.1(d), Council strikes out "11 storeys" and substitutes "15 storeys".

8. In section 4.3.4, Council strikes out "11 storeys" and substitutes "15 storeys".

9. In section 5.1, Council:

(a) inserts a new section 5.1.6 as follows:

"Sea level rise and flood management

5.1.6 Each re-zoning is to incorporate measures to mitigate the impacts of climate change and sea level rise into the design of buildings and surrounding landscaping, and the design of the foreshore parks and greenway, and:

(a) with respect to development, all buildings are to comply with the Vancouver Building By-Law except that:

(i) all buildings, except those existing as of [date of enactment] are to be designed to meet or exceed the area specific Flood Construction Level (FCL), at the time of building permit issuance, which is currently set at a minimum of 4.8 m, and

(ii) all buildings are to be set back:

(A) a minimum of 7.5 m from floodwalls in the central neighbourhood, or

(B) 15 m to 30 m from the high water mark, except in the eastern neighbourhood where buildings are to be set back a minimum of 30 m,

and may include an additional building setback considering building use and adjacencies;

(b) is to integrate continuous shoreline protection infrastructure from Boundary Road to Kerr Street that achieves a crest height of 4.8 m and incorporates soil densification where required;

(c) is to future-proof the design of the shoreline and flood protection works to allow for at least 1m of additional sea level rise by 2100; and

(d) may require statutory rights-of-way in favour of the City for shoreline and flood protection works, to be determined at the time of each rezoning."; and

(b) renumbers the remaining sections in section 5.1 accordingly.

10. In section 6.1.1, Council:

- (a) in subsection (a), strikes out "306 802 m²" and substitutes "299 528 m²";
- (b) in subsection (e), adds the words "adjacent to a waterfront plaza generally as illustrated in Figure 19" after "a community centre consisting of at least 2 790 m²"; and
- (c) in subsection (i), strikes out "12%" and substitutes "12.9%".

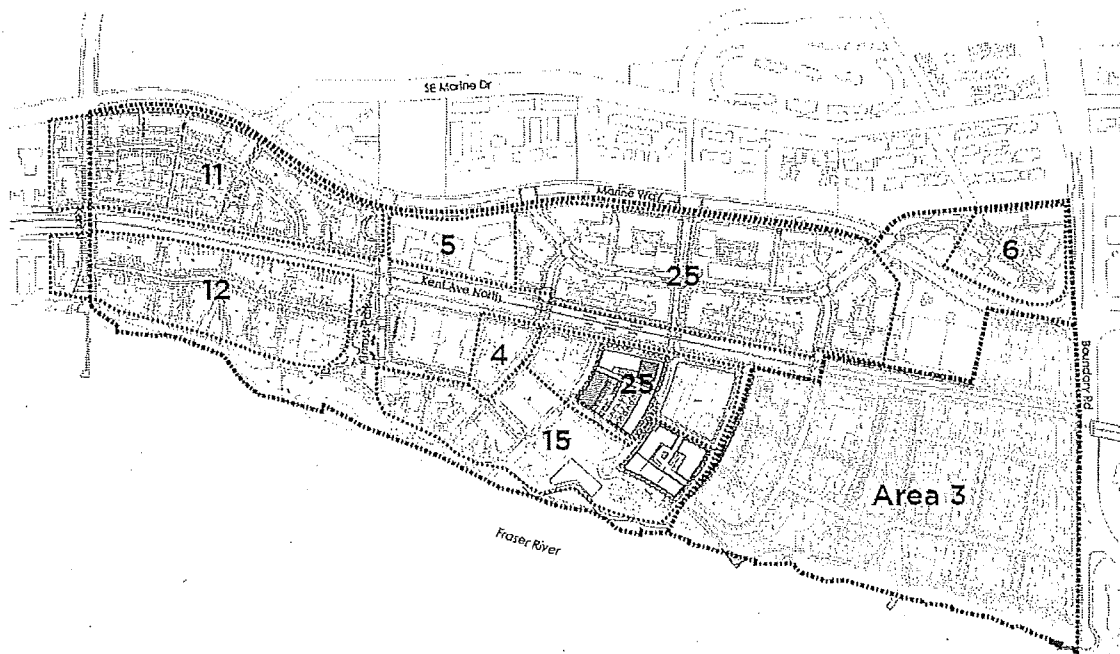
11. In section 6.1.2, Council:

- (a) in subsection (a), strikes out "145 157 m²" and substitutes "157 560 m²"; and
- (b) in subsection (g), strikes out "13.8%" and substitutes "14.8%".

12. In subsection 6.1.3(f), Council strikes out "27.3%" and substitutes "25.1%".

13. In section 7, Council strikes out Figure 8 and substitutes the following:

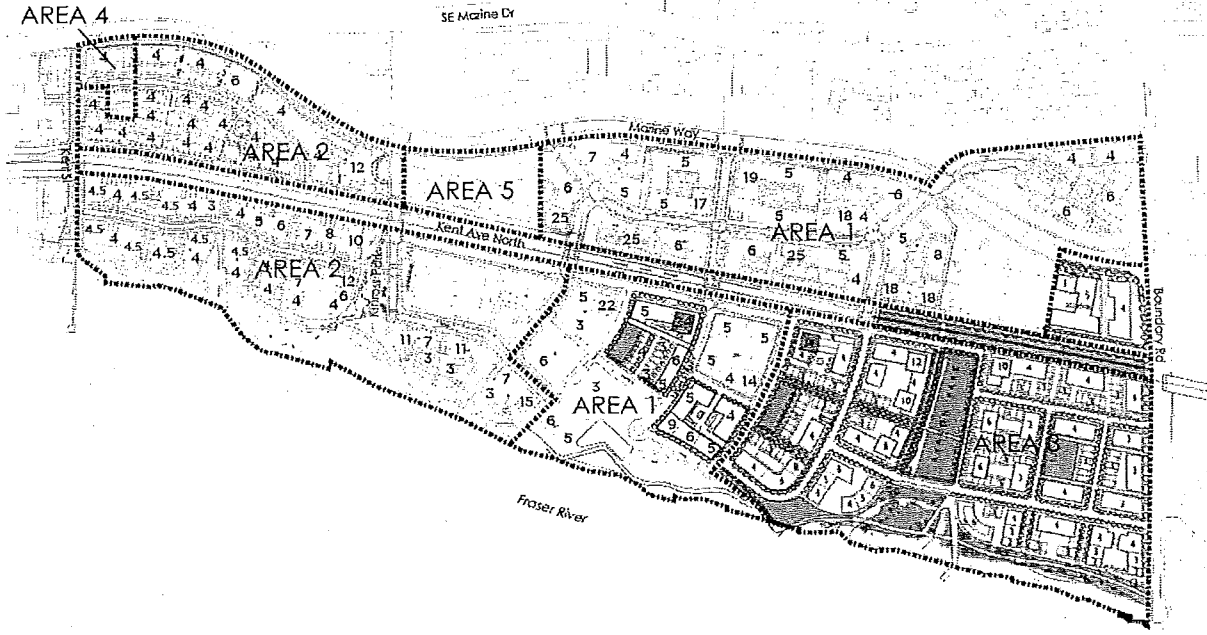
"



"

14. In section 7, Council strikes out Figure 9 and substitutes the following:

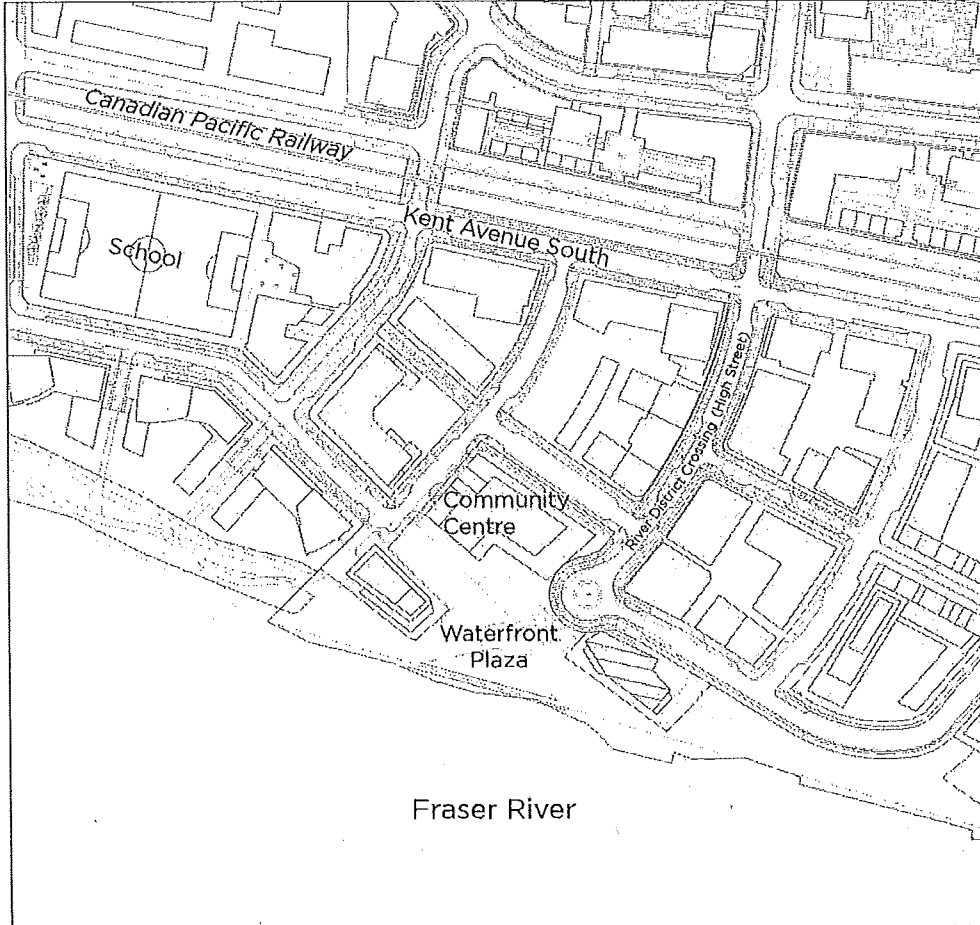
“



”

15. In section 7, Council adds a new Figure 19 as follows:

"Figure 19. Community centre and waterfront plaza



16. 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.

17. 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 East Fraser Lands Town Square Precinct
By-law No. 10941**

Followingr the public hearing on September 18, 2018, Council approved amendments to the East Fraser Lands Town Square Precinct By-law No. 10941 regarding housekeeping amendments. 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
October 30, 2018

HC.

East Fraser Lands
Town Square Precinct
Amending By-law
Re: Housekeeping Amendments

BY-LAW NO.

**A By-law to amend CD-1 (566) By-Law No. 10941
East Fraser Lands Town Square Precinct Regarding Housekeeping Amendments**

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

1. This by-law amends the indicated provisions of CD-1 (566) By-law No. 10941 for East Fraser Lands Town Square Precinct.
2. In section 3.2, Council strikes out subsection (d)(v) and substitutes the following:
 “(v) any development permit for an interim use has a time limit of five years, except that the Director of Planning or Development Permit Board may renew development permits for interim uses for subsequent terms of up to five years.”.
3. Council strikes out section 4.2 and substitutes the following:
 “4.2 At least 22 540 m² of dwelling uses, other than live-work uses, must be developed as affordable housing, as defined in the East Fraser Lands Official Development Plan By-law.”.
4. In section 5.1, Council strikes out “179 483 m²” and substitutes “181 253 m²”.
5. In section 5.2, Council strikes out “140 594 m²” and substitutes “142 364 m²”.
6. In Section 6.1, Council strikes out the table and substitutes the following:

“Development Parcel	Number of storeys	Maximum building heights in metres
13	25	77
14	7	30.67
15	17	56.62
16	25	80.62
17	19	62.62
18	25	80.62
19	18	59.62”.

EXPLANATION**A By-law to amend By-law No. 10194
Re: East Fraser Lands Area 2 North**

Following the public hearing on September 18, 2018, Council approved amendments to the East Fraser Lands Area 2 North By-law No. 10194 regarding housekeeping amendments. 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
October 30, 2018

HG.

East Fraser Lands
Area 2 North
Amending By-law
Re: Housekeeping Amendments

BY-LAW NO.

**A By-law to amend CD-1(498) By-Law No. 10194
East Fraser Lands Area 2 North Regarding Housekeeping Amendments**

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

1. This by-law amends the indicated provisions of CD-1 (498) By-law no. 10194 for East Fraser Lands Area 2 North.
2. In section 3.2, Council strikes out subsection (e)(v) and substitutes the following:

“(v) any development permit for an interim use has a time limit of five years, except that the Director of Planning or Development Permit Board may renew development permits for interim uses for subsequent terms of up to five years.”.
3. Council strikes out section 4.2 and substitutes the following:

“4.2 At least 15 394 m² of dwelling uses must be developed as affordable housing, as defined in the East Fraser Lands Official Development Plan By-law.”.
4. In section 5.1, Council strikes out “38 414 m²” and substitutes “41 773 m²”.
5. Council strikes out section 7 and substitutes the following:

“7 Parking, loading, and bicycle spaces

Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that:

 - (a) there must be, with respect to loading spaces, Class A, for all residential uses, at least 0.01 loading space, Class A for each dwelling unit, and any number equal to or greater than 0.5 is to count as one loading space, Class A;
 - (b) there must be, with respect to loading spaces, Class B, for all residential uses, at least 0.005 loading spaces, Class B for each dwelling unit, and any number equal to or greater than 0.5 is to count as one loading space, Class B; and
 - (c) where off-street parking associated with individual dwelling units on development parcels 2/4 or 6 has surface access, the Director of Planning, in consultation with the General Manager of Engineering Services, may allow tandem parking stalls, each of which is to count as two parking spaces, to a maximum of 50% of the dwelling units on parcels 2/4 and 6.”.

EXPLANATION**A By-law to amend By-law No. 10942
Re: East Fraser Lands Park Precinct**

Following the public hearing on September 18, 2018, Council approved amendments to the East Fraser Lands Park Precinct By-law No. 10942 regarding housekeeping amendments. 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
October 30, 2018

EXPLANATION**By-law to amend the Zoning & Development By-law
Regarding East Fraser Lands**

Following the public hearing on September 18, 2018, Council approved the proposed Zoning and Development By-law amendments regarding Schedule C. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 3681 Victoria Drive and 1915 Stainsbury Avenue**

Following the Public Hearing on November 14, 2017, Council gave conditional approval to the rezoning of the site at 3681 Victoria Drive and 1915 Stainsbury 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
October 30, 2018

3681 Victoria Drive and
1915 Stainsbury Avenue

HC.

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 (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 (714).

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

- (a) Cultural and Recreational Uses, limited to Artist Studio - Class A and Arts and Culture Indoor Event;
- (b) Dwelling Uses, limited to Dwelling Unit, Multiple Dwelling, and Residential Unit associated with and forming an integral part of an Artist Studio; and
- (c) Accessory Uses customarily ancillary to the uses listed in this section 2.2.

Conditions of use

3.1 Dwelling units are in an "activity zone" as defined by the Noise Control By-law and, as a result, are subject to noise from surrounding land uses and street activities at levels permitted in industrial and downtown districts.

3.2 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 The maximum floor area for all uses must not exceed 10,600 m².

4.2 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.

4.3 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 permitted 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.

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

Building height

5. Building height, measured from base surface, must not exceed 19.6 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 (714).

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.

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

Severability

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

Force and effect

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


ENACTED by Council this day of , 2018

Mayor


City Clerk

Schedule A



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

Z-728 (a)

RZ- 3681 Victoria Drive & 1915 Stainsbury Avenue	map: 1 of 1 scale: NTS	
City of Vancouver	date: 2017-10-13	

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 1619-1651 East Broadway**

Following the Public Hearing on May 22, 2018, Council gave conditional approval to the rezoning of the site at 1619-1651 East Broadway. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

1619-1651 East Broadway

HC.

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-736 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575. as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (715).

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

- (a) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market; Furniture or Appliance Store; Grocery or Drug Store; Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, 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;

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

Conditions of use

3.1 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) Display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.2 The design and lay-out of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) comply with Council's "Family Room: Housing Mix Policy for Rezoning Projects", which includes the following requirements:
 - (i) a minimum of 35% of the residential strata housing units must be family units (units having two or more bedrooms), including a minimum of 25% two-bedroom units and a minimum of 10% three-bedroom units; and
 - (ii) a minimum of 35% of the secured market rental housing units must be family units (units having 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 1,462 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 4.0.

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 sundecks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that the total area of all such exclusions must not exceed 8% of the permitted floor area;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used 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 for the social and recreational enjoyment of residents and employees, or providing a service to the public, including facilities for general fitness, general recreation and child day care, provided that:
 - (i) the total area being excluded shall not exceed the lesser of 20% of the permitted floor space or 1,000 m²; and
 - (ii) in the case of a child day care centre, the Director of Planning, on the advice of the Director of Social Planning, is satisfied of the need for the facility in the immediate neighbourhood; 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 Computation of floor area may exclude:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, subject to the following:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions does not exceed 8% of the residential floor area being provided, and
 - (ii) no more than 50% of the excluded balcony floor area may be enclosed.

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

Building height

5. Building height, measured from base surface, must not exceed 33.2 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (715).

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% of 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.

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

Severability

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

Force and effect

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



The properties outlined in black (**█**) are rezoned:
 From **RM-4N** to **CD-1**

Z-736 (c)

RZ - 1619-1651 East Broadway

map: 1 of 1

scale: NTS



City of Vancouver

date: 2018-04-23

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 2075 West 12th Avenue**

Following the Public Hearing on December 12, 2017, Council gave conditional approval to the rezoning of the site at 2075 West 12th 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
October 30, 2018

He.

2075 West 12th 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-730 (d) 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 (716).

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

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

Conditions of use

3. The design and layout of at least 35 per cent 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 1,011 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 3.5.

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 sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12 per cent 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, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10 per cent 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 20.0 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 (716).

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

- (a) a bathroom;
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10 per cent 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.

Portion of Dwelling Unit	Noise Level (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
Kitchen, bathrooms, hallways	45

Severability

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

Force and effect

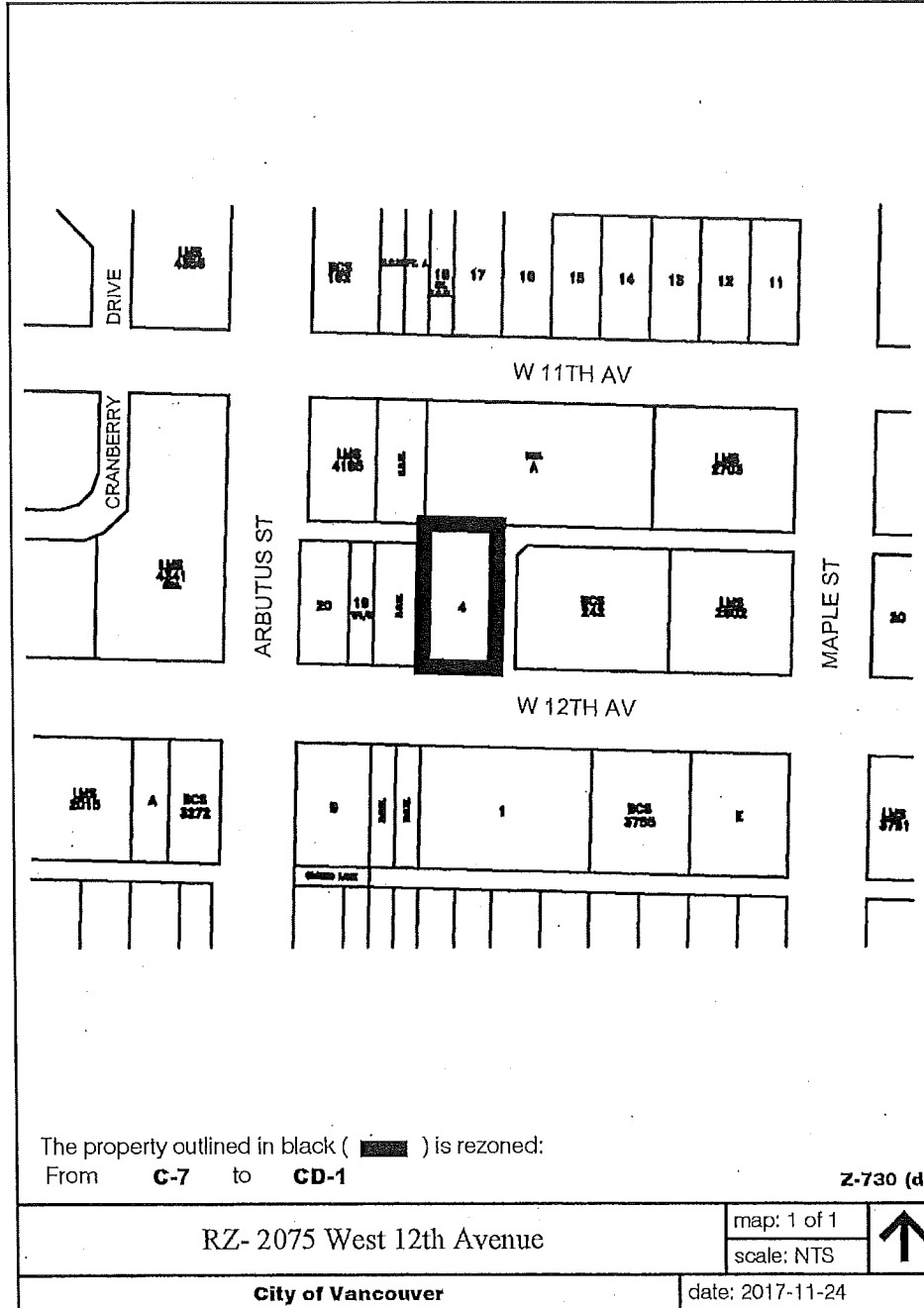
9. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



The property outlined in black () is rezoned:
From **C-7** to **CD-1**

Z-730 (d)

RZ- 2075 West 12th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2017-11-24

EXPLANATION

Zoning and Development Fee By-law amending By-law regarding 2019 fee increases

Enactment of the attached By-law will implement Council's resolution of July 24, 2018, to increase fees for 2019. The amending By-law includes consequential amendments resulting from the fee changes.

Director of Legal Services
October 30, 2018

BY-LAW NO. 

**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Fees for 2019**

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

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.
2. In sections 3 and 6, Council strikes "4(a), 4(b), 4(c), 7, 8 or 9" and replaces it with "3(d), 4, 5(a), 5(b), 6, 7, 8 (a), 8(b), 8(c), 9 (a), 9(b) or 10".
3. In sections 4, 7 and 8, Council strikes "3(d), 4(d), 5 or 6" and replaces it with "3(e) and 9(c)".
4. Council strikes Schedule 1 and Schedule 2 attached to the Zoning and Development Fee By-law, and replaces them with the Schedule 1 and Schedule 2 attached to this By-law as Appendix A.
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.
6. This By-law is to come into force and take effect on January 1, 2019.

ENACTED by Council this day of , 2018

Mayor

City Clerk

APPENDIX A

Schedule 1

Development Permits

Current Fees

One-Family Dwelling, One-Family Dwelling with Secondary Suite, Two-Family Dwelling, Two-Family Dwelling with Secondary Suite and Laneway House

1	For a new one family dwelling, one family dwelling with secondary suite, two family dwelling, or two family dwelling with secondary suite, and its accessory building or accessory use to an existing one or two family dwelling or one or two-family dwelling with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m ² in gross floor area:	
(a)	where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law	\$2,250.00
(b)	where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C	\$3,270.00
(c)	where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel	\$5,250.00
1A.	Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one or two family dwelling or one or two-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m ² in gross floor area:	
(a)	where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law	\$572.00
(b)	in all other cases	\$1,130.00
1B.	For conversion of a one-family dwelling to a one-family dwelling with secondary suite	\$784.00

1C.	Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule	\$3,750.00
1D.	Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule	\$3,750.00
1E.	For a permit for a laneway house:	
	(a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required	\$1,400.00
	(b) in all other cases	\$2,150.00

Multiple Dwellings & Freehold Rowhouses

2	For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,250.00
	For each additional 100 m ² of gross floor area or part	\$623.00
	Maximum fee	\$50,500.00
	(b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):	
	Each 100 m ² of gross floor area or part up to 500 m ²	\$1,740.00
	For each additional 100 m ² of gross floor area or part	\$1,160.00
	Maximum fee	\$224,000.00

Other Uses (Other Than One- or Two-family or Multiple Dwellings)

3	For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	

Each 100 m ² of gross floor area or part up to 500 m ²	\$856.00
For each additional 100 m ² of gross floor area or part	\$411.00
Maximum fee	\$42,000.00
(b) where the permit would be issued as a conditional approval except as provided in Section 3 (a):	
Each 100 m ² of gross floor area or part up to 500 m ²	\$1,540.00
For each additional 100 m ² of gross floor area or part	\$959.00
Maximum fee	\$224,000.00

Alterations, Changes of Use (Other Than One- or Two-family Dwellings)

4	For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 100 m ² of gross floor area or part thereof	\$737.00
	Maximum fee	\$5,900.00
	(b) where the permit would be issued as a conditional approval, except as provided in Section 4 (a):	
	Each 100 m ² of gross floor area or part thereof	\$1,067.00
	Maximum fee	\$7,630.00
	(c) where the change of use does not require a comprehensive development review or minor amendment	\$374.00

Outdoor Uses

5	For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:	
	(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:	
	Each 200 m ² of site area or part up to 1 000 m ²	\$572.00

	Each additional 200 m ² of site area or part	\$195.00
(b)	where the permit would be issued as a conditional approval, except as provided in Section 5(a):	
	Each 200 m ² of site area or part up to 1 000 m ²	\$784.00
	Each additional 200 m ² of site area or part	\$374.00
5A	For a Farmers' Market	\$692.00

Developments Requiring Development Permit Board Approval

6	For an application which proceeds to the Development Permit Board:	
(a)	instead of the fees referred to in Sections 1 to 4:	
	Each 100 m ² of gross floor area or part up to 15 000 m ²	\$1,370.00
	Each additional 100 m ² of gross floor area or part over 15 000 m ²	\$261.00
(b)	instead of the fees referred to in Section 5:	
	Each 200 m ² of site area or part up to 1 000 m ²	\$864.00
	Each additional 200 m ² of site or part	\$418.00

Child Day Care Facility, Cultural Facility or Social Service Centre

7	For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society	\$727.00
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Demolitions

8	For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District	\$399.00
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Preliminary Applications

9	For an application in preliminary form only	25% of the fee that would, except for this provision, apply (with a minimum fee of \$831.00)
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NOTE: This fee will be deducted from the fee for an application in

complete form which follows approval of a preliminary application.

Revisions

- 10 For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:
- where the permit is to be issued under:
- (a) sections 1 and 7 of this schedule \$374.00
 - (b) all other sections of this schedule 10% of the fee that would, except for this provision, apply (with a minimum fee of \$685.00)

Minor Amendments

- 11 For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:
- (a) where the original permit was issued under Sections 1 and 7 of this schedule \$374.00
 - (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey 25% of the fee that would, except for this provision, apply (with a minimum fee of \$374.00)

Extensions And Renewals

- 12 For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void \$784.00

- | | | |
|----|---|----------|
| 13 | For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed: | |
| | (a) for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$348.00 |
| | (b) For all other uses | \$735.00 |

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

- | | | |
|----|--|-----------|
| 14 | For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board | No Charge |
|----|--|-----------|

Application Following Refusal

- | | | |
|----|---|---------------------------------|
| 15 | Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. | 50% of original application fee |
|----|---|---------------------------------|

Changes to Form of Development in CD-1 District

- | | | |
|----|--|---|
| 16 | For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law | \$5,798.00 plus the development application fees that would, except for this provision, apply |
|----|--|---|

Maintenance of Heritage Buildings

- | | | |
|----|--|---------|
| 17 | For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District or in a heritage conservation area. | \$71.70 |
|----|--|---------|

Awnings

18	For an awning where the permit will be issued combined with a building permit or a sign permit.	\$249.00
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Higher Building Application Fee

19	Despite any other provision in this schedule 1 to the contrary, for an application that is considered under the Higher Buildings Policy amended on July 11, 2018, unless fee was collected under Schedule 2 during Rezoning	\$58,240.00
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Schedule 2

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

1	For an amendment to the Zoning District Plan to re-designate from one zoning district to any other zoning district except a new Comprehensive Development District:	
	Up to 2,000 m ² site area	\$15,680.00
	For each additional 100 m ² of site area or part thereof	\$352.00
	Maximum fee	\$157,024.00

Text Amendments (Except CD-1)

2	For an amendment to the text of the Zoning and Development By-law	31,472.00
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New CD-1 or Amendment to Existing CD-1

3	For an amendment to the Zoning District Plan to re-designate from a zoning district to a new Comprehensive Development District, - or - for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:	
(a)	Within the downtown area shown on Map 1, where the site area is smaller than 8,000 m ² :	
	Up to 2,000 m ² site area	\$138,360.00
	For each additional 100 m ² of site area or part thereof	\$982.00

	Maximum fee	\$210,000.00
(b)	Within the downtown area shown on Map 1, where the site area is 8,000 m ² or greater but smaller than 40,000 m ² or where the proposed floor area is greater than 45,000 m ² :	
	For the first 8,000 m ² of site area	\$175,786.00
	For each additional 100 m ² of site area or part thereof	\$1,248.00
	Maximum fee	\$1,500,000.00
(c)	Outside the downtown area shown on Map 1, where the site area is smaller than 8,000 m ² :	
	For the first 2,000 m ² of site area	\$57,706.00
	For each additional 100 m ² of site area or part thereof	\$982.00
	Maximum fee	\$210,000.00
(d)	Outside the downtown area shown on Map 1, where the site area is 8,000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45,000 m ² :	
	For the first 8,000 m ² of site area	\$175,786.00
	For each additional 100 m ² of site area or part thereof	\$1,248.00
	Maximum fee	\$1,500,000.00
(e)	Where the site area is 40 000 m ² or greater:	
	For the first 40,000 m ²	\$1,500,000.00
	For each additional 100 m ² of site area or part thereof	\$1,905.00
	Maximum fee	\$5,000,000.00

Reduced Fees for Large Sites with Limited Changes

4	Despite sections 3 (e) and 5 of this Schedule 2, for a site area of 40,000 m ² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council is to be:	
	For the first 40,000 m ² of site area	\$500,000.00
	For each additional 100 m ² of site area or part thereof	\$500.00

Reduced Fees for Large Sites with Limited Minor Changes

5	Notwithstanding 3 (e) and 4 of this Schedule 2, for a site area of 40,000 m ² or more, provided that:	
	(a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or	
	(b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.	
	For the first 40 000 m ² of site area	\$100,000.00
	For each additional 100 m ² of site area or part thereof	\$250.00

Amend CD-1 (One Section Only)

6	Notwithstanding sections 3, 4 and 5 of this schedule:	
	For an amendment to an existing CD-1 By-law where no more than one section required amendment	\$22,875.00

Higher Building Application Fee

7	Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018	\$58,240.00
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Application ~~requiring~~ for Rezoning Advice

8	Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing	
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drawings and providing comments prior to an application made under Sections 1, 3, 4, 5 or 6.

(a) Within the downtown area shown on Map 1:	
Up to 2,000 m ² site area	\$5,611.00
For each additional 100 m ² of site area or part thereof	\$100.00
Maximum fee	\$10,000.00
(b) Outside the downtown area shown on Map 1:	
Up to 2,000 m ² site area	\$4,294.00
For each additional 100 m ² of site area or part thereof	\$100.00
Maximum fee	\$7,500.00
(c) Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under Section 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services	10% of the regular fee

Application requiring policy, planning and consultation work

9 Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation prior to an application made under Section 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation prior to determining a preferred option for rezoning, the additional fee is as follows:

(a) Where the site area is less than 8,000 m ²	
For the first 2,000 m ² of site area	\$50,000.00
For each additional 100 m ² of site area or part thereof	\$500.00
Maximum fee	\$120,000.00
(b) Where the site area is 8,000 m ² or greater but smaller than 40,000 m ²	
For the first 8,000 m ² of site area	\$120,000.00
For each additional 100 m ² of site area or part thereof	\$1,000.00

Maximum fee	\$700,000.00
(c) Where the site area is greater than 40,000 m ²	
For the first 40,000 m ² of site area	\$700,000.00
For each additional 100 m ² of site area or part thereof	\$1,000.00
Maximum fee	\$6,000,000.00

Application requiring an Issues Report

10	Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under Section 1, 3, 4, 5 or 6, the additional fee is:	\$10,000.00
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EXPLANATION**Authorization to enter into a Housing Agreement
Re: 8615 Laurel Street**

After the public hearing, on November 14, 2017, 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
October 30, 2018

HC.

8615 Laurel Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 8615 Laurel Street**

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

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

PID: 029-934-672

Lot A, Block C, District Lot 319, Group 1, New
Westminster District Plan EPP64060

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

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

SCHEDULE A

FORM C_V24 (Charge)

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

PAGE 1 OF 20 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)

Brawn Karras & Sanderson
Barristers & Solicitors
#309-1688 152nd Street
Surrey

BC V4A 4N2

Phone: 604-542-5344
File No.: 57544H (8615 Laurel Street)
File No. LS-17-03986-003 (Housing)

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

029-934-672 LOT A BLOCK C DISTRICT LOT 319 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP64060

STC? YES

3. NATURE OF INTEREST

CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

8615 LAUREL STREET HOLDINGS LTD., INC. NO. BC1067572
COAST CAPITAL SAVINGS CREDIT UNION, INC. NO. FI-146 (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

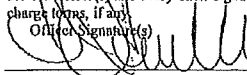
BRITISH COLUMBIA
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

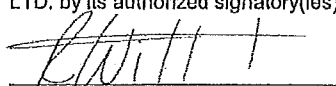

Officer Signature(s)

Tamara A. Huculak
Barrister & Solicitor
#309-1688 152nd Street
Surrey, BC V4A 4N2

Execution Date		
Y	M	D
18	10	18

Transferor(s) Signature(s)

8615 LAUREL STREET HOLDINGS
LTD. by its authorized signatory(ies)


Richard Wittstock

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
18		
18	10	18

CITY OF VANCOUVER by its
authorized signatory:

SUSIE COLLINS Exp. Dec. 31, 2019
A Commissioner for Taking Affidavits
For the Province of British Columbia
800 - 9900 King George Blvd
Surrey, B.C. V3T 0K7
Phone: (604) 517-7380

COAST CAPITAL SAVINGS CREDIT
UNION by its authorized signatory(ies):

Print Name: Robert Carbonneau
Director
Commercial Real Estate

Print Name: Steve Wasmuth
Senior Manager
Commercial Real Estate

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

CHARGE NO.

ADDITIONAL INFORMATION
Entire Instrument

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting above Covenant priority over Mortgage
CA5307107 and Assignment of Rents CA5307108

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-PROFIT AFFORDABLE RENTAL HOUSING

8615 LAUREL STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - I. the Transferor, 8615 LAUREL STREET HOLDINGS LTD., 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 rezone the Lands (the "Rezoning Application") from RM-3A (Multiple Dwelling) District to CD-1 (Comprehensive Development) District to permit the development of a six-storey residential building containing 65 for-profit affordable rental housing units and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the Vancouver Charter securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions,

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

- 1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
 - (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

- (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) "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) "DCL By-law" means *Vancouver Development Cost Levy By-law No. 9755*;
- (g) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "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 redevelopment contemplated by the Development Permit 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;
- (k) "For-Profit Affordable Rental Housing" means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable rental housing, but does not include alterations or extensions to those Housing Units, provided, however, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit Issuance will apply unless otherwise provided in the DCL By-law;
- (l) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
- (m) "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;
- (n) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (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 as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) "Owner" means the registered owner of the Lands as of the Effective Date, namely 8615 Laurel Street Holdings Ltd., and its successors and permitted assigns;
- (u) "Related Person" means, where the registered or beneficial owner of the Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "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;
- (w) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Units" means all of such units;

- (x) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (y) "*Rezoning Application*" has the meaning ascribed to that term in Recital C;
- (z) "*Rezoning By-law*" has the meaning ascribed to that term in Recital C;
- (aa) "*Tenant Relocation Plan*" means the Owner's final Tenant Relocation Plan as approved by the General Manager of Arts, Culture and Community Services;
- (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 all units as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
 - (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable 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) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the Residential Tenancy Act applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 9.7;
- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;

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

Unit Type	Average Starting Rents
One-Bedroom	\$1,790
Two-Bedroom	\$2,290
Three-Bedroom	\$2,890

- (n) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such For-Profit Affordable Rental Housing Unit will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (o) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term.

ARTICLE 3 RETURNING TENANTS

- 3.1 Returning Tenants. The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) it will provide all Eligible Tenants with a right of first refusal to occupy a For-Profit Affordable Housing Unit in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan;
- (b) 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
- (c) it will in all other respects comply with and fulfill the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 4 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

- 4.1 No Development. The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
- (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development

Permit, until such time as the Owner has delivered to, and to the satisfaction of the General Manager of Arts, Culture and Community Services:

- A. a notarized declaration which demonstrates that each Eligible Tenant has been given written notice of the Owner's intent to redevelop the property; that indicates the number of units occupied on the date of the notice; and includes copies of a letter addressed to each Eligible Tenant summarizing the Tenant Relocation Plan offer and signed as received by each Eligible Tenant;
 - B. a rent roll confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued; and
 - C. an Interim Tenant Relocation Report in form and content satisfactory to the General Manager of Arts, Culture and Community Services; and
- (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 4.1(a)(i); and
 - (i)
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

- 5.1 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 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 satisfaction of the General Manager of Arts, Culture and Community Services:
 - (i) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit 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 shall comply with those applicable to For-Profit Affordable Rental Housing;
 - (ii) confirmation that the Tenant Relocation Plan has been complied with;

- (iii) 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;
 - (iv) a final Tenant Relocation Report; and
 - (v) 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) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a); and

5.2 Withholding of Occupancy Permit. Without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

- 6.1 Records. The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) such records to be to the satisfaction of the 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 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 7 RELEASE AND INDEMNITY

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

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

- (B) withholding any permit pursuant to this Agreement; or
- (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably

withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 7.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfillment of the covenants contained in this Agreement or otherwise.

ARTICLE 8 NOTICES

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

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

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

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

(ii) If to the Owner, addressed to:

8615 Laurel Street Holdings Ltd.
 #918-1030 West Georgia Street
 Vancouver, BC
 V6E 2Y3

Attention: Richard Wittstock

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

ARTICLE 9
 MISCELLANEOUS

- 9.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 **Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 **Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 **Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.5 **Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 9.6 **Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.7 **Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 9.8 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.9 **Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

SCHEDULE A

RENT ROLL

Unit #	Type of Unit (# of bdrms)	Size of Unit (sq ft)	Monthly Rent
101	3	1025	\$2,890
102	1	510	\$1,790
103	1	546	\$1,790
104	1	458	\$1,790
105	1	515	\$1,790
106	2	749	\$2,290
107	3	1039	\$2,890
108	1	439	\$1,790
109	1	444	\$1,790
110	1	447	\$1,790
111	1	390	\$1,790
201	2	704	\$2,290
202	2	658	\$2,290
203	1	452	\$1,790
204	1	432	\$1,790
205	1	437	\$1,790
206	1	439	\$1,790
207	1	434	\$1,790
208	1	448	\$1,790
209	1	443	\$1,790
210	1	528	\$1,790
301	2	644	\$2,290
302	1	556	\$1,790
303	2	741	\$2,290
304	2	699	\$2,290
305	1	556	\$1,790
306	2	641	\$2,290
307	2	528	\$2,290
308	1	443	\$1,790
309	1	448	\$1,790
310	1	439	\$1,790
311	1	434	\$1,790
401	2	727	\$2,290
402	1	558	\$1,790
403	2	658	\$2,290
404	2	616	\$2,290
405	1	555	\$1,790

406	2	725	\$2,290
407	1	529	\$1,790
408	1	443	\$1,790
409	1	448	\$1,790
410	1	439	\$1,790
411	1	433	\$1,790
501	2	644	\$2,290
502	1	556	\$1,790
503	2	741	\$2,290
504	2	699	\$2,290
505	1	557	\$1,790
506	2	641	\$2,290
507	2	528	\$2,290
508	1	443	\$1,790
509	1	448	\$1,790
510	1	439	\$1,790
511	1	434	\$1,790
601	2	727	\$2,290
602	1	558	\$1,790
603	2	658	\$2,290
604	2	616	\$2,290
605	1	555	\$1,790
606	2	725	\$2,290
607	1	529	\$1,790
608	1	443	\$1,790
609	1	448	\$1,790
610	1	439	\$1,790
611	1	433	\$1,790

Summary:	# of units	Avg Size of Unit	Avg Monthly Rent
1 Bedrooms	42	474	\$1,790
2 Bedrooms	21	670	\$2,290
3 Bedrooms	2	1032	\$2,890

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (i) "Existing Charges" means the Mortgage registered under number CA5307107 and the Assignment of Rents registered under number CA5307108;
- (ii) "Existing Chargeholder" means COAST CAPITAL SAVINGS CREDIT UNION;
- (iii) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (iv) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

- (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 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement****Re: 5679 Main Street**

After the public hearing on February 20, 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
October 30, 2018

HO.

5679 Main Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 5679 Main Street**

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

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

No PID

Lot 1 of Block L, West Part of District Lots 639 and
640, Group 1, New Westminster District Plan
EPP86476

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

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

ENACTED by Council this day of , 2018

Mayor

City Clerk

SCHEDULE A

FORM C_V24 (Charge)

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

PAGE 1 OF 17 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)
GOWLING WLG (CANADA) LLP LTO No. 011440
 Barristers & Solicitors, P.O. Box 30 Phone No. (604) 683-6498
 Suite 2300 - 550 Burrard Street Matter No. V48108
 Vancouver BC V6C 2B5 Document ID No. 2802967

Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
NO PID NMBR LOT 1 OF BLOCK L WEST PART OF DISTRICT LOTS 639 AND 640 GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP86476

STC? YES
 Related Plan Number: **EPP86476**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)
 (a) Filled Standard Charge Terms D.F. No. (b) Express Charge Terms Annexed as Part 2
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):
SEE SCHEDULE

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

453 WEST 12TH AVENUE
VANCOUVER BRITISH COLUMBIA
V5Y 1V4 CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

RICHARD D. RABSON
GOWLING WLG (CANADA) LLP
 BARRISTER & SOLICITOR
 550 BURRARD STREET - SUITE 2300
 BENTALL 5 - VANCOUVER, B.C. V6C 2B5
 TELEPHONE: (604) 801-7311

Execution Date		
Y	M	D
18	10	03

Transferor(s) Signature(s)
RENDITION (E41)
DEVELOPMENTS INC. by its
authorized signatory(ies):

 Print Name: **Brian Roche**
 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

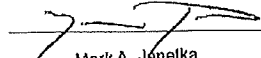
Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
18		
18	10	10

CITY OF VANCOUVER by its
authorized signatory(ies):



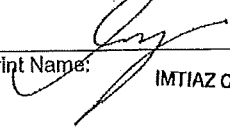
Mark A. Janelka
Commissioner for Taking Affidavits
for the Province of British Columbia
Expires January 31, 2018

BLUESHORE FINANCIAL CREDIT UNION
1250 LONSDALE AVE
NORTH VANCOUVER BC
V7M 2H0

BLUESHORE FINANCIAL CREDIT
UNION by its authorized signatory(ies):



Print Name: MICHAEL YUEN



Print Name: IMTIAZ CHAUDHRY

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.

EXECUTIONS CONTINUED

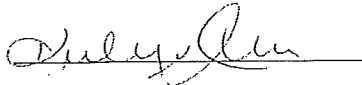
Officer Signature(s)



Kelly May Chiu

A Commissioner for Taking Affidavits
in and for the province of British Columbia
My Commission expires June 30, 2021
Bancorp Financial Services Inc.
Suite 1420 - 1090 West Georgia Street
Vancouver, BC V6E 3V7
Tel: 604-609-7115

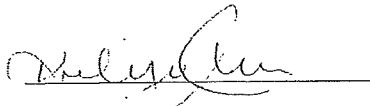
"as to both signatures"



Kelly May Chiu

A Commissioner for Taking Affidavits
in and for the province of British Columbia
My Commission expires June 30, 2021
Bancorp Financial Services Inc.
Suite 1420 - 1090 West Georgia Street
Vancouver, BC V6E 3V7
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"as to both signatures"



Kelly May Chiu

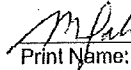
A Commissioner for Taking Affidavits
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Suite 1420 - 1090 West Georgia Street
Vancouver, BC V6E 3V7
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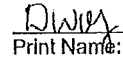
"as to both signatures"

Execution Date		
Y	M	D
18	10	05
18	10	05
18	10	05


Transferor / Borrower / Party Signature(s)

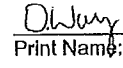
BANCORP GROWTH MORTGAGE
FUND II LTD. by its authorized
signatory(ies):

 Michael Saba
Print Name:


 Danny K. Wong
Print Name:

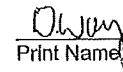
BANCORP FINANCIAL SERVICES
INC. by its authorized signatory(ies):

 Michael Saba
Print Name:

 Danny K. Wong
Print Name:

BANCORP BALANCED MORTGAGE
FUND II LTD. by its authorized
signatory(ies):

 Michael Saba
Print Name:

 Danny K. Wong
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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA5120185 and Assignment of Rents CA5120186

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting above Covenant priority over Mortgage CA6777452 and Assignment of Rents CA6777453

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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LAND-TITLE ACT
FORM E

SCHEDULE

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

5. TRANSFEROR(S):

RENDITION (E41) DEVELOPMENTS INC., INC. NO. BC0897506

BLUESHORE FINANCIAL CREDIT UNION, INC. NO. FI - 18 (as to Priority)

BANCORP GROWTH MORTGAGE FUND II LTD., INC. NO. BC0856914 (as to Priority)

BANCORP FINANCIAL SERVICES INC., INC. NO. BC0712503 (as to Priority)

BANCORP BALANCED MORTGAGE FUND II LTD., INC. NO. BC0856913 (as to Priority)

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(MARKET RENTAL)

5679 MAIN STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, RENDITION (E41) DEVELOPMENTS INC., is herein called the "Owner" as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District to increase the floor space ratio from 2.50 to 3.50 and the building height from 13.8 metres (45 feet) to 23.0 metres (75 feet) in order to permit the development of a six-storey mixed-use building with 46 secured market rental housing units, and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfillment of the following condition prior to enactment of the rezoning by-law:
- "27. Make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement and/or Section 219 Covenant to secure all 46 residential units as secured market rental housing units pursuant to the City's Rental 100 Program, for the longer of 60 years or the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, and such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may require.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to section 565.2 of the Vancouver Charter and/or a Section 219 Covenant."*
- the ("Market Rental Housing Condition"); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

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 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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 and all schedules hereto;
- (b) "Building" means each new building or structure to be built on the Lands as contemplated by the Rezoning and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;
- (c) "Chief Housing Officer" means the chief housing officer from time to time of the City and her/his successors in function and their respective nominees;
- (d) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A;
- (e) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (f) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (h) "Development Permit" means a permit issued by the City at any time following the Commencement Date authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (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) "General Manager of 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;
- (k) "General Manager of Planning and Development" means the chief administrator from time to time of the City's Planning and Development Services Department and his/her successors in function and their respective nominees;
- (l) "High-Density Housing for Families With Children Guidelines" means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (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 the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (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) "Market Rental Housing" means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation, and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (q) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (r) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (s) "Occupancy Permit" means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development, or partial development on the Lands or any portion of the Lands;
- (t) "Owner" means the Transferor, Rendition (E41) Developments Inc., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (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;
- (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 C 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) 60 years from the date when the final Occupancy Permit is issued for the Building; or
 - (ii) the date as of which the Building is demolished or substantially destroyed;
- (y) "Vancouver" has the meaning ascribed to that term in Recital A; 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 Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than forty-six (46) residential units on the Lands in accordance with the Development Permit, any building permit issued pursuant thereto, and the requirements of this Agreement (the "Market Rental Housing Units");
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;
- (d) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause, or permit beneficial or registered title to any Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units, and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
RECORD KEEPING**

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

**ARTICLE 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

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

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

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

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

5.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of

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

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

ARTICLE 6 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

Rendition (E41) Developments Inc.
302 - 1220 East Pender Street
Vancouver, British Columbia
V6A 1W8

Attention: Brian Roche

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

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

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

ARTICLE 7
MISCELLANEOUS

- 7.1 **Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.
- 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 **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 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.

- 7.7 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.
- 7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.
- 7.9 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA5120185 and the Assignment of Rents registered under number CA5120186;
- (b) "Existing Chargeholder" means BLUESHORE FINANCIAL CREDIT UNION;
- (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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA6777452 and the Assignment of Rents registered under number CA6777453;
- (b) "Existing Chargeholder" means BANCORP GROWTH MORTGAGE FUND II LTD., BANCORP FINANCIAL SERVICES INC., and BANCORP BALANCED MORTGAGE FUND II LTD.;
- (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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 2221-2223 Main Street**

Following the Public Hearing on October 17, 2017, Council gave conditional approval to the rezoning of the site at 2221-2223 Main Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HO.

2221-2223 Main Street

BY-LAW NO.

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

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

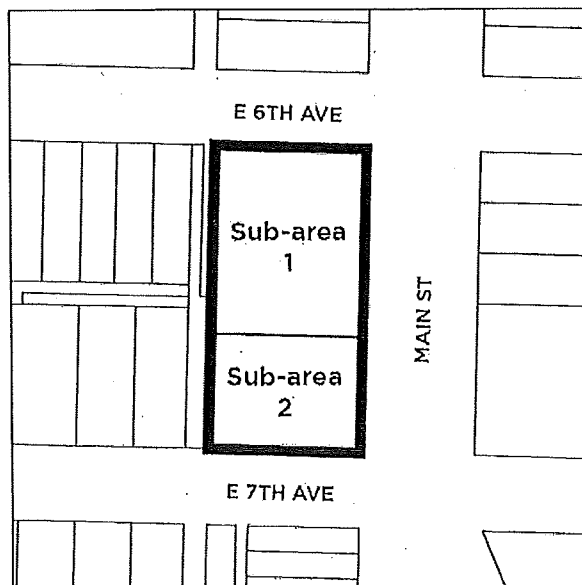
Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-726 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Sub-Areas

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

Figure 1



Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (719).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (719), and the only uses of which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, Museum or Archives, Park or Playground, and Theatre;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Brewing or Distilling, Dairy Products Manufacturing, Jewellery Manufacturing, and Printing and Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (i) Accessory Uses customarily ancillary to the uses listed in this Section 3.2.

Conditions of use

4.1 No portion of the first storey of a building, within a depth of 10.7 m of the front wall of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

4.2 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and

- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

4.3 The design and lay-out of at least 50% 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".

4.4 In Sub-area 2, the only permitted use is Park or Playground and ancillary uses.

Floor area and density

5.1 Computation of floor space ratio for Sub-area 1 must assume that the site consists of 3,241 m², being the site size of Sub-area 1 and Sub-area 2 combined at the time of application for the rezoning as evidenced by this By-law, prior to any dedications.

5.2 Computation of floor space ratio for Sub-area 2 must assume that the site consists of 3,241.1 m², being the site size of Sub-area 1 and Sub-area 2 combined at the time of application for the rezoning as evidenced by this By-law, prior to any dedications.

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

Sub-area	Maximum Permitted Floor Area (m ²)	Maximum Permitted Density (FSR)
1	10,696	3.3
2	97	0.03

5.4 The maximum floor area for all uses combined in Sub-area 1 must not exceed 10,696 m².

5.5 The maximum floor space ratio for all uses combined in Sub-area 1 must not exceed 3.3.

5.6 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.

5.7 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 being provided, and

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

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

8. A development permit application for dwelling uses must include an acoustical report prepared by a licensed professional 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.

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

Severability

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.

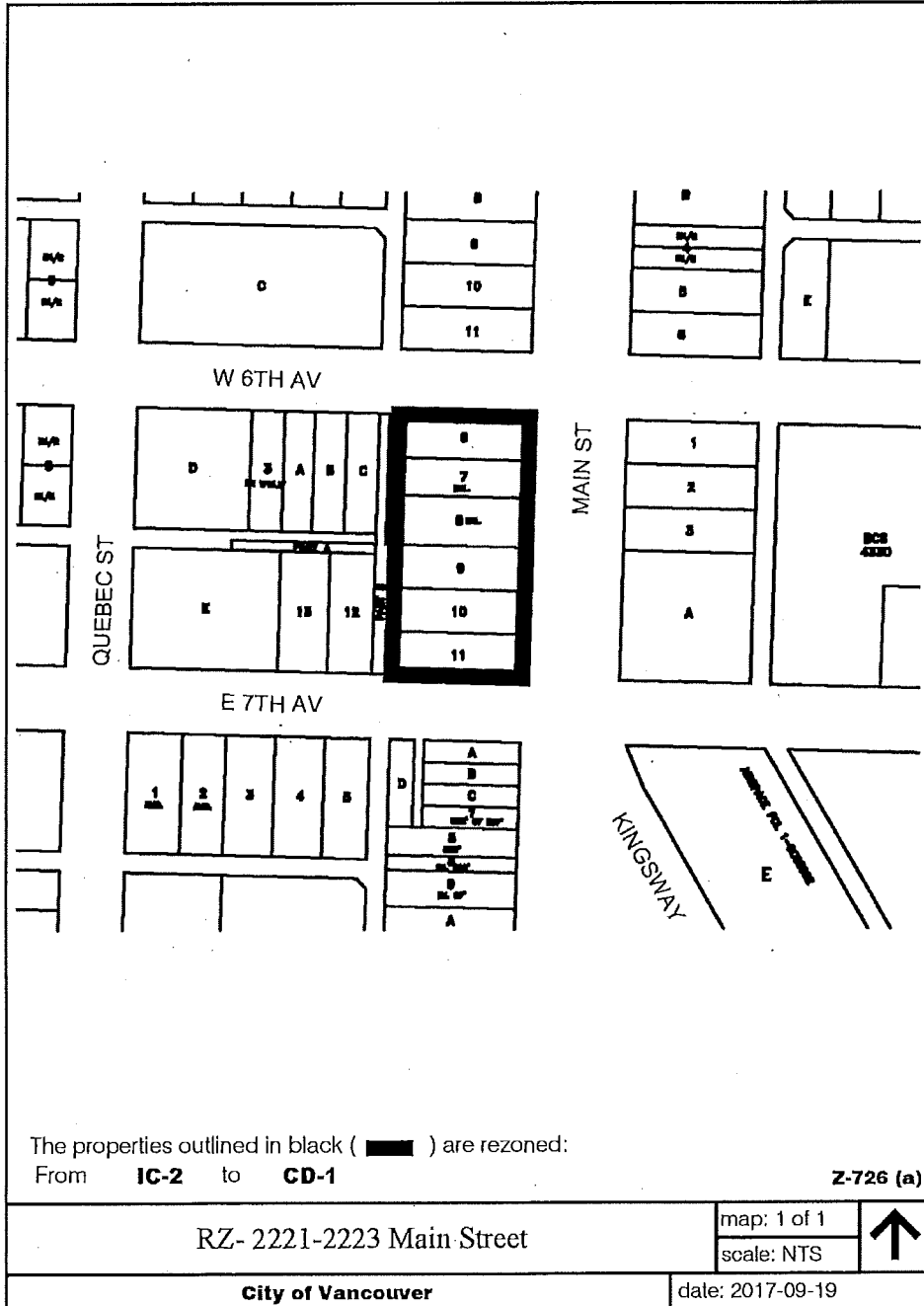
Force and effect

10. 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



The properties outlined in black ([thick black border]) are rezoned:
 From **IC-2** to **CD-1**

Z-726 (a)

RZ- 2221-2223 Main Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2017-09-19

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 424-428 West Pender Street**

Following the Public Hearing on November 15, 2016, Council gave conditional approval to the rezoning of the site at 424-428 West Pender Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HG.

424-428 West Pender Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-712 (c) 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 (718).

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

- (a) Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Retail Uses, limited to Grocery or Drug Store, Neighbourhood Grocery Store, Retail Store and Small-scale Pharmacy;
- (c) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop - Class B, Restaurant - Class 1 and Restaurant - Class 2; and
- (d) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of use

3.1 The design and layout of at least 8% 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.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 579.7 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 8.14.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area,
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens only 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; and
- (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:

- (a) where floors are used for off-street parking and loading, those floors or portions thereof so used which are above the base surface, if:
 - (i) the grade of the floors is no more than 2.0 m above the base surface at any given point,

- (ii) the area is located within the southern 17 m of the site, and
 - (iii) the maximum exclusion for a parking space does not exceed 7.3 m in length; and
- (b) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building height

5. Building height, measured from base surface, must not exceed 32 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 plan or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

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

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (718).

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

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:

- (i) 10% or less of the total floor area of the dwelling unit, or
- (ii) 9.3 m².

Acoustics

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

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

Severability

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

Force and effect

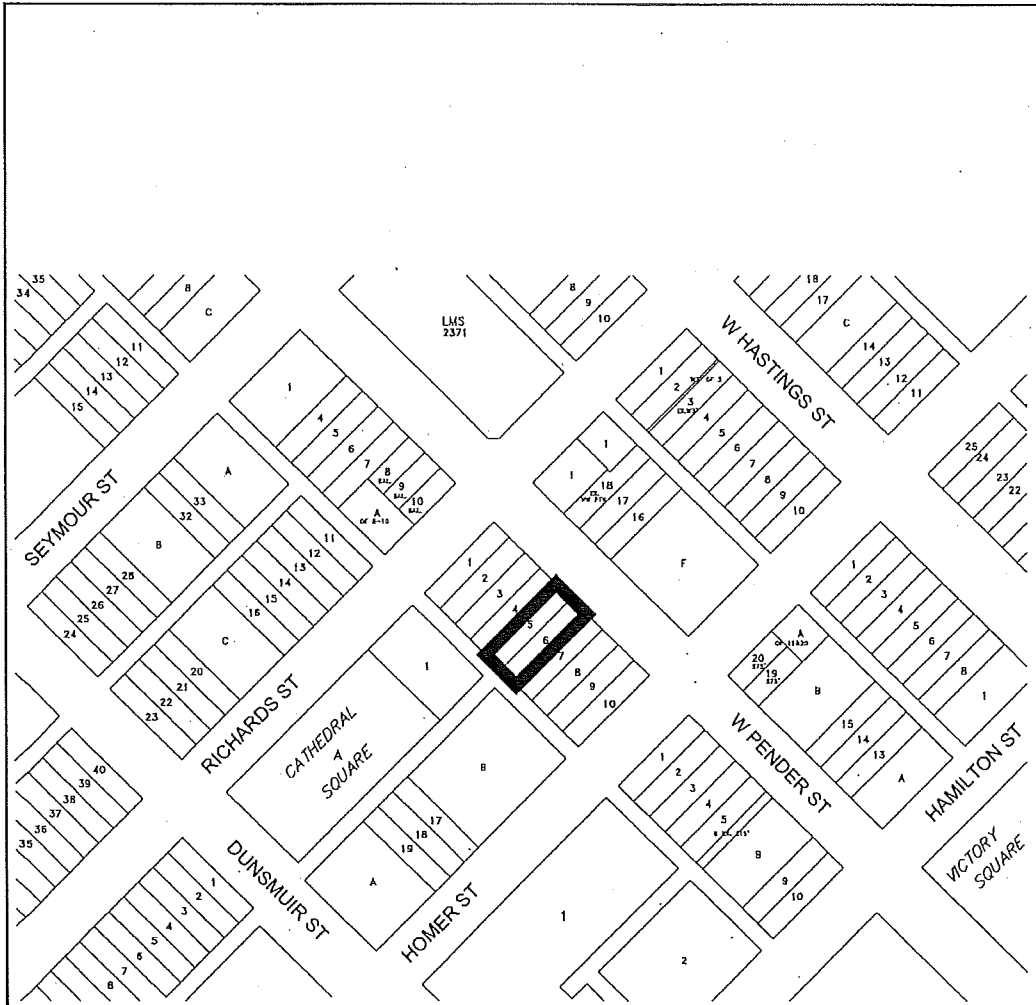
9. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

Schedule A



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

Z-712 (c)

RZ- 424-428 West Pender Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2016-10-11

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 454 West Pender Street**

Following the Public Hearing on November 15, 2016, Council gave conditional approval to the rezoning of the site at 454 West Pender Street. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
October 30, 2018

HG.

454 West Pender Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-712 (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 (717).

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

- (a) Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Retail Uses, limited to Grocery or Drug Store, Neighbourhood Grocery Store, Retail Store and Small-scale Pharmacy;
- (c) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Studio, Repair Shop – Class B, Restaurant – Class 1 and Restaurant -Class 2; and
- (d) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of use

3.1 The design and layout of at least 44% 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.

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 579.7 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 8.56.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (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 only 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; and
- (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:

- (a) where floors are used for off-street parking and loading, those floors or portions thereof so used which are above the base surface, if:
 - (i) the grade of the floors is no more than 2.0 m above the base surface at any given point,

- (ii) the area is located within the southern 17 m of the site, and
 - (iii) the maximum exclusion for a parking space does not exceed 7.3 m in length; and
- (b) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building height

5. Building height, measured from base surface, must not exceed 32 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 plan or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

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

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
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6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or

- (b) a kitchen whose floor area is the lesser of:
- (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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

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Severability

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

Force and effect

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

ENACTED by Council this _____ day of _____, 2018

Mayor

City Clerk

Schedule A

