

**EXPLANATION****A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2019 fee increases**

Enactment of the attached By-law will implement Council's resolution of December 18, 2018 respecting new sewer and watercourse rates, to be effective upon enactment.

Director of Legal Services  
May 14, 2019

46.

**BY-LAW NO.**

**A By-law to amend  
Sewer and Watercourse By-law No. 8093  
regarding 2019 fee increases**

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

1. This By-law amends the indicated provisions of By-law No. 8093.
2. Council repeals Parts I, III, IV, V, and VI of Schedule A to the Sewer and Watercourse By-law, and substitutes:

**"PART I**

**SEWER CONNECTION RATES**

Every applicant for a public sewer connection must, at the time of application, pay to the City the following rates:

1.	Public sewer connection, for One-Family or Two-Family Dwellings with or without a Laneway House (including 3 inch/75 mm and greater pressure connections)	\$ 11,513.00
2.	Public sewer connection, other than One-Family or Two-Family Dwellings	
	a) 4 inch/100 mm diameter	\$15,785.00
	b) 6 inch/150 mm diameter	\$19,053.00
	c) 8 inch/200 mm diameter	\$21,554.00
	d) 10 inch/250 mm diameter	\$24,864.00
	e) 12 inch/300 mm diameter	\$28,252.00
	f) 15 inch/375 mm diameter or greater	\$31,594.00
	g) connection to building sewer where installation cost is greater than 1.5 times the applicable flat rate connection fee set out in this Schedule	At cost, pursuant to Section 2.7(2)
	h) manhole installation in conjunction with a public sewer connection, pursuant to Sentence 2.7(3) of Sewer and Watercourse By-law	At cost, pursuant to Section 2.7(3)
3.	Where a public sewer connection will be placed more than 5 feet below the ground elevation, taken to the nearest foot and	

	measured at the centre line of the street or lane, as determined by the City Engineer, the fees payable shall be an amount equivalent to an increase of 10% for each additional foot below 5 feet, of the fee otherwise payable by section 1 or 2 above	
4.	New fitting on a twin sewer pursuant to Sentence 2.7(4)	\$5,151.00
5.	New fitting on a single sewer pursuant to Sentence 2.7(4)	\$2,271.00
6.	Inspection of a plumbing system, subsoil drainage pipes, and a building sewer	\$312.00

**PART III**

**FLAT RATES  
FOR UNMETERED PROPERTY**

Single Family Dwelling	\$471.00
Single Family Dwelling with Suite	\$636.00
Single Family Dwelling with Laneway House	\$636.00
Single Family Dwelling with Suite and Laneway House	\$801.00
Strata Duplex (per dwelling unit)	\$319.00
2 Services, 1 Lot	\$941.00
3 Services, 1 Lot	\$1,411.00
4 Services, 1 Lot	\$1,883.00
Parking Lot/Garden	\$269.00

**PART IV**

**FLAT RATES FOR OTHER PROPERTY  
OR SHUT OFF WATER SERVICE**

Other Property	\$269.00
Turned Off, 1 Service	\$269.00
Turned Off, 2 Services	\$269.00
Turned Off, 3 Services	\$269.00

**PART V**

**UNIT-BASED RATES FOR METERED PROPERTY**

Metered Property Rate	\$3.029
Waste Discharge Permit User Rate	\$0.9869

**PART VI**

**FLAT RATE FOR SPECIFIC TYPES  
OF DISCHARGES/DISPOSALS**

For the discharge of contaminated groundwater, pursuant to Section 7.11 (per cubic metre)	\$1.38
For the disposal of ship wastewater, pursuant to Section 7.12 (per cubic metre)	\$1.38
For discharges by Utilities, pursuant to Section 7.13 (per manhole connected)	\$363.00

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 upon enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 3350 East Kent Avenue South**

The land owner applied to the City under Development Application No. DP-2018-00190 for approval to make alterations to develop a six-storey (Rental 100) Multiple Dwelling building containing 119 units on the Lands, which applications were approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Community Services and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant land owner, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
May 14, 2019

Hc.

3350 East Kent Avenue South

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

**A By-law to enact a Housing Agreement  
for 3350 East Kent Avenue South**

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 Lot 56 District Lots 330 and 331 Group 1 NWD Plan EPP91177

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.

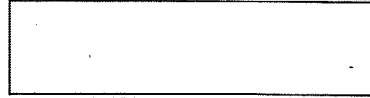
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Mayor

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

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

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



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

18-030333-002 - Housing Agreement

Deduct LTSA Fees? Yes

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

NO PID NMBR LOT 56 DISTRICT LOTS 330 AND 331 GROUP 1 NWD PLAN EPP91177

STC? YES

Related Plan Number: EPP91177

3. NATURE OF INTEREST  
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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

(a)  Filed Standard Charge Terms D.F. No. (b)  Express Charge Terms Annexed as Part 2  
A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

PARK LANE RIVER DISTRICT DEVELOPMENTS LTD., INC.NO. 885878  
THE BANK OF NOVA SCOTIA, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE  
VANCOUVER

BRITISH COLUMBIA  
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

Officer Signature(s)

CHRISTA L. SCOWBY  
BARRISTER & SOLICITOR  
WESGROUP PROPERTIES  
#910-1055 DUNSMUIR ST  
VANCOUVER, B.C. V7X 1L3  
604-633-2886

Execution Date

Y	M	D
19	05	07

Transferor(s) Signature(s)

PARK LANE RIVER DISTRICT DEVELOPMENTS LTD. by its authorized signatory(ies):

Name: Beau Jarvis

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)



**Qihua Wang**  
A Commissioner for Taking Affidavits  
for British Columbia  
34 Floor, 650 West Georgia Street  
Vancouver, BC V6B 4N7  
Commission Expiration Date: September 30, 2021

Execution Date

Y	M	D
19	05	08
19		

Transferor / Borrower / Party Signature(s)

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



Name: **Winston Wah Szeto**  
Director, Real Estate Banking

Name:

CITY OF VANCOUVER, by its  
authorized signatory:

Name:

OFFICER CERTIFICATION:

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



LAND TITLE ACT  
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting above Section 219 Covenant priority over Mortgage CA5694157 and Assignment of Rents CA5694158

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**

3350 East Kent Avenue South

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, **PARK LANE RIVER DISTRICT DEVELOPMENTS 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 owner of the Lands;
- C. The Owner made an application to develop a six-storey (Rental 100) Multiple Dwelling building containing 119 units pursuant to Development Application Number DP-2018-00190 (the "DP Application"), which application was approved, subject to, among other things, fulfilment of the condition that, prior to issuance of a development permit for the Lands, 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 DP Application approval letter dated June 19, 2018; 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 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 pursuant to the DP Application;
- (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) "DP Application" has the meaning ascribed to that term in Recital C;
- (j) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (k) "For-Profit Affordable Rental Housing" means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those Housing Units;
- (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 Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) "Owner" means the registered owner of the Lands as of the Effective Date, PARK LANE RIVER DISTRICT DEVELOPMENTS LTD. (INC. NO. BC0885878), 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) "Substantial Destruction" means damage to the New Building which is:
  - (i) equivalent to 40% of more of the value of the New Building above its foundations, as determined by the City; or
  - (ii) to structural components of the New Building to the extent that it is not reasonable or practice to repair or replace the damaged components, in the opinion of an arm's length professional engineer or architect, as evidenced by a

written report provided to the City and the Owner has applied for a demolition permit for the New Building;

- (z) "Term" means the term of this Agreement, which will commence on the Effective Date and, subject to Section 2.1(n), 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;
- (aa) "Vancouver" has the meaning ascribed to that term in Recital A(ii); and
- (bb) "*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 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 Substantially Destroyed or demolished before the end of the Term, then, subject to Section 2.1(n), 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 8.7;

- (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 (reasonable wear and tear excepted);
- (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 subject to Section 2.1(n);
- (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; however such rents may be escalated annually as permitted by the DCL By-law, from the time of Development Permit prior to permit letter issuance to Occupancy Permit issuance and provided that such rents may be further adjusted as between individual units and detailed in the final rent roll to be provided in accordance with section 4.1(a)(i), provided that the average rents proposed to be charged by the Owner for each unit type do not exceed the average maximum rents set out in paragraph (m) below plus the annual escalations permitted by the DCL By-law;
- (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	Maximum Average Starting Rents
Studio	\$1,496
1-bedroom	\$1,730
2-bedroom	\$2,505
3-bedroom	\$3,365

- (n) in the event of the Substantial Destruction or demolition 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, the Owner 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, unless the City then otherwise agrees in its absolute and unfettered discretion.

**ARTICLE 3  
DEVELOPMENT PERMIT RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
- (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Arts, Culture and Community Services confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued, subject to adjustment in accordance with Section 2.1(l); and
- (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the 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 in conformance with the Development Permit; and

- (ii) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
  - (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 4.1(a); and
- 4.2 **Withholding of Occupancy Permit.** Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

#### ARTICLE 5 RECORD KEEPING

- 5.1 **Records.** The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) such records to be to the satisfaction of the 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 6 RELEASE AND INDEMNITY

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

- (B) withholding any permit pursuant to this Agreement; or
- (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably

withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.2(b); and

- (c) Regardless of whether the claim is being defended under Section 6.2(a) or Section 6.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.
- 6.3 **Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 7 NOTICES

7.1 **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:

**Park Lane River District Developments Ltd.**  
910 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1L3

Attention: General Counsel

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

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 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.
- 8.5 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*.
- 8.6 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.
- 8.7 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 2.11(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 8.8 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.
- 8.9 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.
- 8.10 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	2	791	\$2,505
102	1	578	\$1,730
103	1	538	\$1,730
104	1	538	\$1,730
105	2	812	\$2,505
106	0	430	\$1,496
107	3	1034	\$3,365
108	0	430	\$1,496
109	1	549	\$1,730
110	1	538	\$1,730
111	2	808	\$2,505
114	2	813	\$2,505
115	2	741.5	\$2,505
116	2	741.5	\$2,505
117	2	778	\$2,505
118	2	748	\$2,505
201	1	567	\$1,730
202	1	538	\$1,730
203	1	549	\$1,730
204	2	741.5	\$2,505
205	2	812	\$2,505
206	0	430	\$1,496
207	2	813	\$2,505
208	2	741.5	\$2,505
209	2	741.5	\$2,505
210	2	778	\$2,505
211	1	538	\$1,730
212	3	1009	\$3,365
213	2	791	\$2,505
214	1	578	\$1,730
215	1	538	\$1,730
216	1	538	\$1,730
217	2	812	\$2,505
218	0	430	\$1,496
219	3	1034	\$3,365
220	0	430	\$1,496
221	1	549	\$1,730

222	1	538	\$1,730
223	1	567	\$1,730
301	1	567	\$1,730
302	1	538	\$1,730
303	1	549	\$1,730
304	2	741.5	\$2,505
305	2	813	\$2,505
306	0	430	\$1,496
307	2	812	\$2,505
308	2	741.5	\$2,505
309	2	741.5	\$2,505
310	2	778	\$2,505
311	1	538	\$1,730
312	3	1009	\$3,365
313	2	791	\$2,505
314	1	578	\$1,730
315	1	538	\$1,730
316	1	538	\$1,730
317	2	812	\$2,505
318	0	430	\$1,496
319	3	1034	\$3,365
320	0	430	\$1,496
321	1	549	\$1,730
322	1	538	\$1,730
323	1	567	\$1,730
401	1	567	\$1,730
402	1	538	\$1,730
403	1	549	\$1,730
404	2	741.5	\$2,505
405	2	812	\$2,505
406	0	430	\$1,496
407	2	813	\$2,505
408	2	741.5	\$2,505
409	2	741.5	\$2,505
410	2	778	\$2,505
411	1	540	\$1,730
412	3	1007	\$3,365
413	2	791	\$2,505
414	1	578	\$1,730
415	1	538	\$1,730
416	1	538	\$1,730
417	2	812	\$2,505

418	0	430	\$1,496
419	3	1034	\$3,365
420	0	430	\$1,496
421	1	549	\$1,730
422	1	538	\$1,730
423	1	567	\$1,730
501	1	567	\$1,730
502	1	538	\$1,730
503	1	549	\$1,730
504	3	979	\$3,365
505	3	980	\$3,365
506	2	741.5	\$2,505
507	2	778	\$2,505
508	1	538	\$1,730
509	3	1009	\$3,365
510	2	791	\$2,505
511	1	578	\$1,730
512	1	538	\$1,730
513	2	767	\$2,505
514	2	762	\$2,505
515	1	549	\$1,730
516	1	538	\$1,730
517	1	567	\$1,730
601	1	567	\$1,730
602	1	538	\$1,730
603	1	549	\$1,730
604	3	979	\$3,365
605	3	980	\$3,365
606	2	741.5	\$2,505
607	2	778	\$2,505
608	1	538	\$1,730
609	3	1009	\$3,365
610	2	791	\$2,505
611	1	578	\$1,730
612	1	538	\$1,730
613	2	767	\$2,505
614	2	762	\$2,505
615	1	549	\$1,730
616	1	538	\$1,730
617	1	567	\$1,730



**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (i) "Existing Charges" means the mortgage and assignment of rents registered under numbers CA5694157 and CA5694158, respectively;
- (ii) "Existing Chargeholder" means The Bank of Nova Scotia;
- (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**