

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 3070 Kingsway**

Following the Public Hearing on July 31, 2018, Council gave conditional approval to the rezoning of the site at 3070 Kingsway. 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
May 28, 2019

HC.

3070 Kingsway

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-743 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (728).

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (c) 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;
- (d) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (e) Office Uses;
- (f) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or

Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;

- (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 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.

3.2 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.

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

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

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site consists of 1,006.8 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 3.48.

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% 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, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building height

5. Building height, measured from base surface to top of parapet, must not exceed 21.5 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 6.1 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 (728).

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 acoustic 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

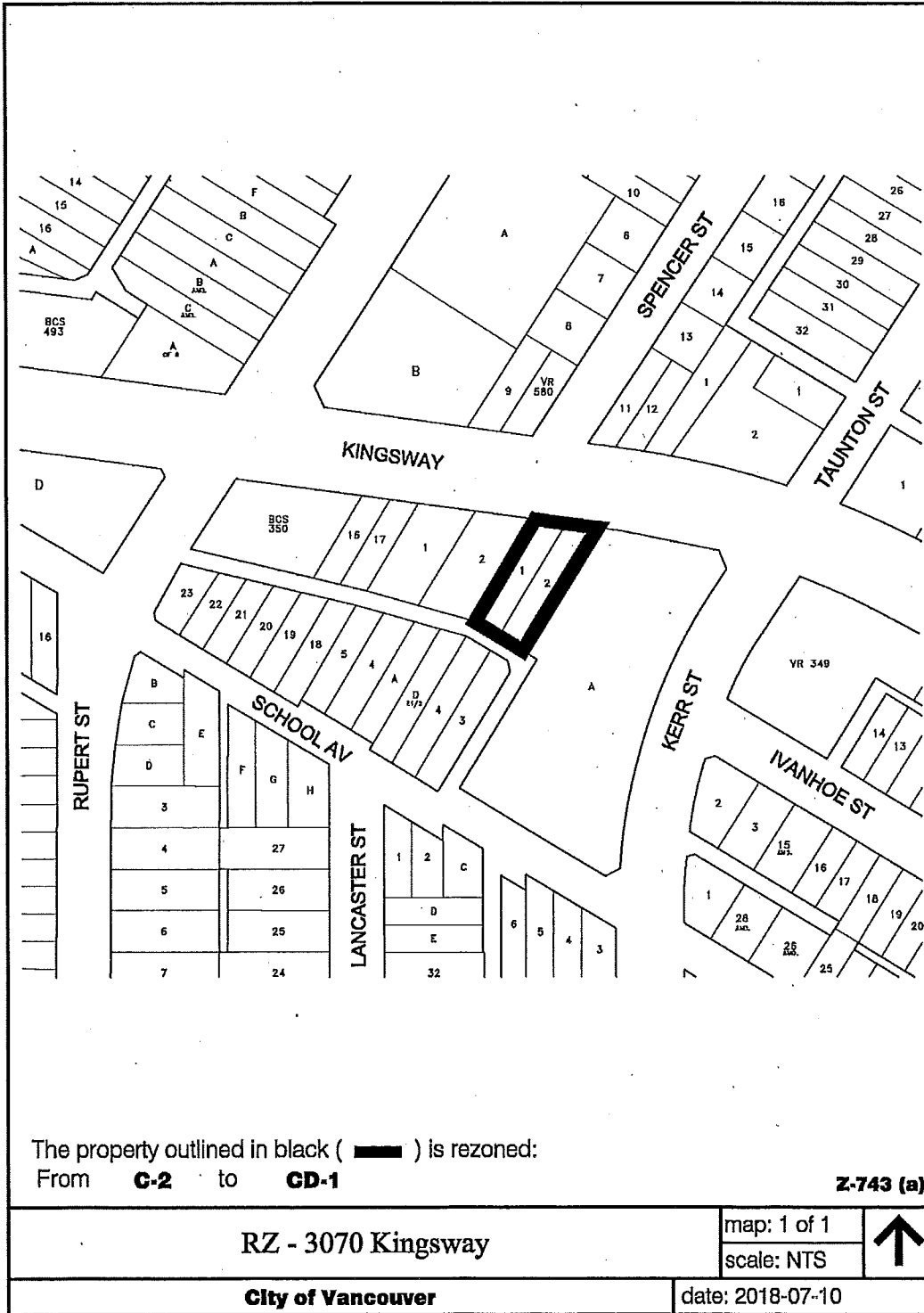
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2018

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law Amend Zoning and Development By-law No. 3575
regarding regulations for duplexes**

Following the public hearing on April 2, 2019, Council approved amendments to the Zoning and Development By-law No. 3575 regarding regulations for duplexes. 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
May 28, 2019

HC.

BY-LAW NO. _____

**A By-law to Amend Zoning and Development By-law No. 3575
regarding regulations for duplexes**

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

1. This By-law amends or adds to the indicated provisions of the Zoning and Development By-law.
2. In section 2.2.A of the RS-1, RS-1A, RS-1B, RS-2, RS-5, RS-6, and RS-7 District Schedules, Council:
 - (a) in subsection (c), adds "for all uses except for two-family dwellings and two-family dwellings with secondary suite," before "the total floor area";
 - (b) inserts the following as subsection (d):

"(d) for two-family dwellings and two-family dwellings with secondary suite, the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 48 m²;" ; and
 - (c) renumbers the remaining subsections in section 2.2.A.
3. In section 2.2.1A of the RT-5 and RT-5N Districts Schedule, Council:
 - (a) in subsection (c), adds "for all uses except for two-family dwellings and two-family dwellings with secondary suite," before "the total floor area";
 - (b) inserts the following as subsection (d):

"(d) for two-family dwellings and two-family dwellings with secondary suite, the total floor area, measured to the extreme outer limits of the building, of all accessory buildings is not greater than 48 m²;" ; and
 - (c) renumbers the remaining subsections in section 2.2.A.
4. In section 4.4 of the RS-1A, RS-1B, and RS-2 District Schedules, Council adds a new section 4.4.3 as follows:

"4.4.3 For two-family dwellings and two-family dwellings with secondary suite, covered porches complying with the conditions of section 4.7.3(g) shall be permitted to project into the required front yard a maximum of 1.8 m provided that such a projection is limited to 30 percent of the width of the building."
5. In section 4.4.3 of the RT-5 and RT-5N Districts Schedule, Council strikes out "1.6 m" and substitutes "1.8 m".

6. In section 4.4.4 of the RT-11 and RT-11N Districts Schedule, Council strikes out "1.6 m" and substitutes "1.8 m".

7. Council strikes out section 4.7.1A in the RS-1, RS-1A, RS-1B, RS-2, RS-5, RS-6, and RS-7 District Schedules and substitutes the following:

"4.7.1A The floor space ratio for two-family dwellings and two-family dwellings with secondary suite must not exceed 0.70, except that the area of all floors at or above finished grade and of the floors of any storey, basement or cellar located below a storey which has a floor surface located 1.8 m or more above finished grade, all of which floors are located within the building depth as defined by section 4.16.1 of this Schedule, shall not exceed 371 m²."

8. In section 4.7.3 of the RS-1 District Schedule, Council:

(a) strikes out subsection (g) and substitutes the following:

"(g) covered porches, provided that:

- (i) for all uses except for two-family dwellings and two-family dwellings with secondary suite, they face a street or a rear property line and are located at the basement or first storey,
- (ii) for two-family dwellings and two-family dwellings with secondary suite, they face a street or rear property line,
- (iii) that portion facing the street or rear property line shall be open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law,
- (iv) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded does not exceed 5 percent of the permitted floor area,
- (v) for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded, when combined with the balcony and deck exclusions under subsection 4.7.3(a), does not exceed 13 percent of the permitted floor area,
- (vi) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m, and
- (vii) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor;"

(b) in subsection (h) strikes out "and";

(c) in paragraph (i)(iv) strikes out "." and substitutes "; and"; and

(d) adds a new subsection (j) as follows:

"(j) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof

rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:

- (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
- (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

9. In section 4.7.3 of the RS-1A, RS-1B, and RS-2 District Schedules, Council:

(a) inserts the following as a new subsection (g):

“(g) covered porches, provided that:

- (i) for all uses except for two-family dwellings and two-family dwellings with secondary suite, they face a street or a rear property line and are located at the basement or first storey,
- (ii) for two-family dwellings and two-family dwellings with secondary suite, they face a street or rear property line,
- (iii) that portion facing the street or rear property line shall be open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law,
- (iv) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded does not exceed 5 percent of the permitted floor area,
- (v) for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded, when combined with the balcony and deck exclusions under subsection 4.7.3(a), does not exceed 13 percent of the permitted floor area,
- (vi) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m, and
- (vii) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor;”;

(b) renumbers the remaining subsections in section 4.7.3;

(c) in renumbered subsection (h) strikes out “and”;

(d) in renumbered subsection (i) strikes out “.” and substitutes “; and”; and

(e) adds a new subsection (j) as follows:

“(j) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:

- (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
- (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

10. In section 4.7.3 of the RS-5 District Schedule, Council strikes out subsection (g) and substitutes the following:

“(g) covered porches, provided that:

- (i) for all uses except for two-family dwellings and two-family dwellings with secondary suite, they face a street or a rear property line and are located at the basement or first storey,
- (ii) for two-family dwellings and two-family dwellings with secondary suite, they face a street or rear property line,
- (iii) that portion facing the street or rear property line shall be open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law,
- (iv) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded does not exceed 5 percent of the permitted floor area,
- (v) for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded, when combined with the balcony and deck exclusions under subsection 4.7.3(a), does not exceed 13 percent of the permitted floor area,
- (vi) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m, and
- (vii) the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor;”.

11. In section 4.7.3 of the RS-6 District Schedule, Council strikes out subsection (g) and substitutes the following:

“(g) covered porches, provided that:

- (i) for all uses except for two-family dwellings and two-family dwellings with secondary suite, they face a street or a rear property line and are located at the basement or first storey,
- (ii) for two-family dwellings and two-family dwellings with secondary suite, they face a street or rear property line,
- (iii) that portion facing the street or rear property line shall be open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law,
- (iv) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded does not exceed 5 percent of the permitted floor area,
- (v) for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded, when combined with the balcony and deck

- exclusions under subsection 4.7.3(a), does not exceed 13 percent of the permitted floor area,
- (vi) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m,
- (vii) for two-family dwellings and two-family dwellings with secondary suite, the ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor, and
- (viii) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the maximum height must comply with section 4.17.32;”.

12. In section 4.7.4 of the RS-7 District Schedule, Council strikes out subsection (g) and substitutes the following:

“(g) covered porches, provided that:

- (i) for all uses except for two-family dwellings and two-family dwellings with secondary suite, they face a street or a rear property line and are located at the basement or first storey,
- (ii) for two-family dwellings and two-family dwellings with secondary suite, they face a street or rear property line,
- (iii) that portion facing the street or rear property line shall be open or protected by guard rails the height of which shall not exceed the minimum specified in the Building By-law,
- (iv) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded does not exceed 7 percent of the permitted floor area,
- (v) for two-family dwellings and two-family dwellings with secondary suite, the total area being excluded, when combined with the balcony and deck exclusions under subsection 4.7.3(a), does not exceed 13 percent of the permitted floor area,
- (vi) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m,
- (vii) for two-family dwellings and two-family dwellings with secondary suite, ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor, and
- (viii) for all uses except for two-family dwellings and two-family dwellings with secondary suite, the maximum height must comply with section 4.17.32;”.

13. In section 4.7.6 of the RT-5 and RT-5N Districts Schedule, Council:

- (a) In subsection (f), strikes out “verandahs or”;
- (b) in paragraph (f)(i), strikes out “; and” and substitutes “;”;
- (c) in paragraph (f)(ii), strikes out “; and” and substitutes “;”; and
- (d) adds new paragraphs (f)(iii) and (iv) as follows:

- “(iii) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m, and
 - (iv) for two-family dwellings and two-family dwellings with secondary suite, ceiling height, excluding roof structure, of the total area being excluded does not exceed 3.1 m measured from the porch floor;”;
- (e) in subsection (g) strikes out “.” and substitutes “; and”; and
- (f) adds a new subsection (h) as follows:
 - “(h) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:
 - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

14. In section 4.7.5 of the RT-11 and RT-11N Districts Schedule, Council:

- (a) In subsection (f), strikes out “verandahs or”;
- (b) in paragraph (f)(ii), strikes out “floor space, and” and substitutes “floor space,”;
- (c) in paragraph (f)(iii), strikes out “; and” and substitutes “, and”; and
- (d) adds a new paragraph (f)(iv) as follows:
 - “(iv) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m;”;
- (e) in subsection (g) strikes out “.” and substitutes “; and”; and
- (f) adds a new subsection (h) as follows:
 - “(h) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:

- (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
- (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

15. In section 4.7.5 of the RM-7, RM-7N and RM-7AN Districts Schedule, Council:

- (a) in subsection (h), strikes out “verandahs or”;
- (b) in paragraph (h)(i), strikes out “and”;
- (c) in paragraph (h)(ii), strikes out “all other uses, and” and substitutes “all other uses,”;
- (d) in paragraph (h)(iii), strikes out “;” and substitutes “, and”;
- (e) adds a new paragraph (h)(iv) as follows:
 - “(iv) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m;”;
- (f) in subsection (i) strikes out “and”;
- (g) in subsection (j) strikes out “.” and substitutes “; and”;
- (h) adds a new subsection (k) as follows:
 - “(k) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:
 - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

16. In subsection 4.7.9(h) of the RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule, Council:

- (a) strikes out “verandahs or”;
- (b) in paragraph (ii), strikes out “all other uses, and” and substitutes “all other uses,”;
- (c) in paragraph (iii), strikes out “; and” and substitutes “, and”;

- (d) adds a new paragraph (iv) as follows:
 - “(iv) for two-family dwellings and two-family dwellings with secondary suite, the depth of the total area being excluded for covered porches above the first storey does not exceed 1.83 m;”;
- (e) in subsection (i) strikes out “and”;
- (f) in subsection (j) strikes out “.” and substitutes “; and”; and
- (g) adds a new subsection (k) as follows:
 - “(k) for two-family dwellings and two-family dwellings with secondary suite, areas of floors existing, proposed or as may be extended over open-to-below space located directly below sloping roof rafters or a sloping ceiling where the ceiling is directly attached to the underside of sloping roof rafters, and where the roof joists have a minimum 7:12 pitch and the related ceiling maintains the same pitch as the roof joists, provided that:
 - (i) the distance from the floor to any part of the roof rafters or ceiling is no higher than 2.3 m and no lower than 1.2 m, both measured vertically, and
 - (ii) the excluded floor area does not exceed 10 percent of the permitted total floor area.”.

17. In the RS-1, RS-1A, RS-1B, and RS-2 District Schedules, Council adds the following as a new section 4.7.4:

“4.7.4 Notwithstanding the definition of “half-storey” in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.3(j) of this Schedule.”.

18. In the RT-5 and RT-5N Districts Schedule, Council adds the following as a new section 4.7.7:

“4.7.7 Notwithstanding the definition of “half-storey” in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.6(h) of this Schedule.”.

19. In the RT-11 and RT-11N Districts Schedule, Council adds the following as a new section 4.7.6:

“4.7.6 Notwithstanding the definition of “half-storey” in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.5(h) of this Schedule.”.

20. In the RM-7, RM-7N, and RM-7AN Districts Schedule, Council adds the following as a new section 4.7.6:

"4.7.6 Notwithstanding the definition of "half-storey" in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.5(k) of this Schedule."

21. In the RM-8, RM-8A, RM-8N, and RM-8AN Districts Schedule, Council adds the following as a new section 4.7.10:

"4.7.10 Notwithstanding the definition of "half-storey" in section 2 of this By-law, for the purposes of this Schedule the maximum permitted floor area contained in a half-storey shall not include floor area excluded in section 4.7.9(k) of this Schedule."

22. In section 4.16.4 of the RS-1 District Schedule, Council adds "for all uses except for two-family dwellings or two-family dwellings with secondary suite, and to a maximum of 45 percent of the depth of the site for two-family dwellings and two-family dwellings with secondary suite" after "to a maximum of 40 percent of the depth of the site".

23. In the RS-1A, RS-1B, and RS-2 District Schedules, Council adds a new section 4.16.2 as follows:

"4.16.2 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may increase the maximum distance between the front yard and the rear yard of a two-family dwelling or a two-family dwelling with secondary suite to accommodate building features designed to reduce energy consumption in a Certified Passive House to a maximum of 45 percent of the depth of the site, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines."

24. In the RM-7, RM-7N, and RM-7AN, and the RM-8, RM-8A, RM-8N, and RM-8AN Districts Schedules, Council:

(a) adds a new section 4.16.3 as follows:

"4.16.3 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may increase the maximum distance between the required minimum front yard and the rear yard of a two-family dwelling or a two-family dwelling with secondary suite to accommodate building features designed to reduce energy consumption in a Certified Passive House, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines."; and

(b) rennumbers the remaining sections in 4.16.

25. In the RT-11 and RT-11N Districts Schedule, Council adds a new section 4.16.3 as follows:

"4.16.3 Notwithstanding section 4.16.1 of this schedule, the Director of Planning may increase the maximum building depth for two-family dwellings or two-family dwellings with secondary suite to accommodate building features designed to reduce energy consumption in a Certified Passive House, if the Director of

Planning first considers the intent of this schedule and all applicable Council policies and guidelines.”.

26. In section 4.17 of the RS-1 and the RS-5 District Schedules, Council:

(a) inserts a new section 4.17.7 as follows:

“4.17.7 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.”;

(b) renumbers the remaining sections in section 4.17;

(c) in renumbered section 4.17.8:

(i) strikes out “verandah or porch” and substitutes “entry”, and

(ii) strikes out “minimum width or depth of 1.6 m”, and substitutes “minimum width and depth of 1.8 m”;

(d) strikes out the renumbered 4.17.9 and substitutes the following:

“4.17.9 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;

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

(c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;

(d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and

(e) notwithstanding section 4.17.9(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.”;

(e) in renumbered section 4.17.10, adds “or lock-off unit” after “Exterior windows in a secondary suite”; and

- (f) adds a new section 4.17.11 as follows:

"4.17.11 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute's Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning."

27. In section 4.17 of the RS-1A, RS-1B, and RS-2 District Schedules, Council:

- (a) inserts a new section 4.17.3 as follows:

"4.17.3 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.";

- (b) renumbers the remaining sections in section 4.17;

- (c) in renumbered section 4.17.4:

- (i) strikes out "verandah or porch" and substitutes "entry", and
(ii) strikes out "minimum width or depth of 1.6 m" and substitutes "minimum width and depth of 1.8 m";

- (d) strikes out the renumbered 4.17.5 and substitutes the following:

"4.17.5 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;
- (b) dormer roofs shall be gable, hip or shed in form and shall have a minimum slope of 4:12;
- (c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;
- (d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and

- (e) notwithstanding section 4.17.5(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.”;
 - (e) in renumbered section 4.17.6, adds “or lock-off unit” after “Exterior windows in a secondary suite”; and
 - (f) adds a new section 4.17.7 as follows:
 - “4.17.7 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.”.
28. In section 4.17 of the RS-6 District Schedule, Council:
- (a) inserts a new section 4.17.1 as follows:
 - “4.17.1 Sections 4.17.2 through 4.17.4 and 4.17.6 through 4.17.39 apply to all uses except for two-family dwellings and two-family dwellings with secondary suite, sections 4.17.40 through 4.17.44 apply to two-family dwellings and two-family dwellings with secondary suite, and sections 4.17.5 and 4.17.45 apply to all uses.”;
 - (b) renumbers the remaining sections in section 4.17;
 - (c) in renumbered section 4.17.6, strikes out “section 4.17.2 or section 4.17.3” and substitutes “section 4.17.3 or section 4.17.4”;
 - (d) in renumbered subsection 4.17.7(a), strikes out “4.17.9(c)” and substitutes “4.17.10(c)”;
 - (e) in renumbered section 4.17.8, strikes out “4.17.6” and substitutes “4.17.7”;
 - (f) in renumbered subsection 4.17.10(c), strikes out “4.17.9(a) and (b)” and substitutes “4.17.10(a) and (b)”;
 - (g) in renumbered subsection 4.17.13(c), strikes out “4.17.12(b)” and substitutes “4.17.13(b)”;
 - (h) in renumbered subsection 4.17.35(e), strikes out “4.17.34(c) and (d)” and substitutes “4.17.35(c) and (d)”;
 - (i) in renumbered section 4.17.37, strikes out “4.17.35(a) to (d)” and substitutes “4.17.36(a) to (d)”;

(j) in renumbered section 4.17.38, strikes out "4.17.35(a) to (d)" and substitutes "4.17.36(a) to (d)";

(k) strikes out renumbered sections 4.17.40, 4.17.41 and 4.17.42 and substitutes the following:

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

4.17.41 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.

4.17.42 In two-family dwellings and two-family dwellings with secondary suite, there must be a covered entry at each main entrance, with a minimum width and depth of 1.8 m.

4.17.43 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;

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

(c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;

(d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and

(e) notwithstanding section 4.17.43(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below

4.17.44 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute's Zero

Energy standard, or an equivalent to the satisfaction of the Director of Planning.

4.17.45 Exterior windows in a secondary suite or lock-off unit 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.”.

29. In section 4.17 of the RS-7 District Schedule, Council:

(a) inserts a new section 4.17.1 as follows:

“4.17.1 Sections 4.17.2 through 4.17.5 and 4.17.7 through 4.17.39 apply to all uses except for two-family dwellings and two-family dwellings with secondary suite, sections 4.17.40 through 4.17.44 apply to two-family dwellings and two-family dwellings with secondary suite, and sections 4.17.6 and 4.17.45 apply to all uses.”;

(b) renumbers the remaining sections in section 4.17;

(c) in renumbered section 4.17.5, strikes out “section 4.17.2 or section 4.17.3” and substitutes “section 4.17.3 or section 4.17.4”;

(d) in renumbered subsection 4.17.7(a), strikes out “4.17.9(c)” and substitutes “4.17.10(c)”;

(e) in renumbered section 4.17.8, strikes out “4.17.6” and substitutes “4.17.7”;

(f) in renumbered subsection 4.17.10(c), strikes out “4.17.9(a) and (b)” and substitutes “4.17.10(a) and (b)”;

(g) in renumbered subsection 4.17.35(b), strikes out “4.17.34(a)” and substitutes “4.17.35(a)”;

(h) in renumbered subsection 4.17.35(e), strikes out “4.17.34(c) and (d)” and substitutes “4.17.35(c) and (d)”;

(i) in renumbered section 4.17.37, strikes out “4.17.35” and substitutes “4.17.36”;

(j) in renumbered section 4.17.38, strikes out “4.17.35(a) to (d)” and substitutes “4.17.36(a) to (d)”;

(k) strikes out renumbered sections 4.17.40, 4.17.41 and 4.17.42 and substitutes the following:

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

- 4.17.41 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.
- 4.17.42 In two-family dwellings and two-family dwellings with secondary suite, there must be a covered entry at each main entrance, with a minimum width and depth of 1.8 m.
- 4.17.43 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;
 - (b) dormer roofs shall be gable, hip or shed in form and shall have a minimum slope of 4:12;
 - (c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;
 - (d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and
 - (e) notwithstanding section 4.17.43(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below
- 4.17.44 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute's Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.
- 4.17.45 Exterior windows in a secondary suite or lock-off unit 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."

30. In section 4.17 of the RT-5 and RT-5N Districts Schedule, Council:

- (a) strikes out section 4.17.1;
- (b) renumbers sections 4.17.2 and 4.7.3 as 4.17.1 and 4.17.2;
- (c) in renumbered 4.17.2, strikes out "There must be" and substitutes "In two-family dwellings and two-family dwellings with secondary suite, there must be";
- (d) inserts a new section 4.17.3 as follows:

"4.17.3 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.";

- (e) in section 4.17.4:
 - (i) strikes out "verandah or porch" and substitutes "entry", and
 - (ii) strikes out "minimum width and depth of 1.6 m" and substitutes "minimum width and depth of 1.8 m";
- (f) in section 4.17.5, strikes out "Roof design must" and substitutes "In one-family dwellings and one-family dwellings with secondary suite, roof design must";
- (g) inserts a new section 4.17.6 as follows:

"4.17.6 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;
- (b) dormer roofs shall be gable, hip or shed in form and shall have a minimum slope of 4:12;
- (c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;
- (d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and
- (e) notwithstanding section 4.17.6(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the

second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.”;

(h) renumbers 4.17.6 as 4.17.7; and

(i) adds a new section 4.17.8 as follows:

“4.17.8 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.”.

31. In the RT-11 and RT-11N Districts Schedule, Council:

(a) inserts a new section 4.17.4 as follows:

“4.17.4 In two-family dwellings and two-family dwellings with secondary suite on a corner site, one main entrance must face the front street and one main entrance must face the flanking street.”;

(b) renumbers the remaining sections in section 4.17;

(c) in renumbered section 4.17.5:

(i) strikes out “verandah or porch” and substitutes “entry”, and

(ii) strikes out “minimum width or depth of 1.6 m” and substitutes “minimum width and depth of 1.8 m”;

(d) strikes out the renumbered 4.17.6 and substitutes the following:

“4.17.6 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 shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;

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

(c) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;

- (d) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and
 - (e) notwithstanding section 4.17.6(d), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.”;
- (e) in renumbered section 4.17.7, adds “or lock-off unit” after “Exterior windows in a secondary suite”; and
- (f) adds a new section 4.17.8 as follows:
- “4.17.8 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.”.

32. In the RM-7, RM-7N, and RM-7AN, and the RM-8, RM-8A, RM-8N, and RM-8AN Districts Schedules, Council:

- (a) inserts a new subsection 4.17.5(b) as follows:
 - “(b) on a corner site, one main entrance must face the front street and one main entrance must face the flanking street;”;
- (b) renumbers the remaining subsections in section 4.17.5;
- (c) in renumbered section 4.17.5(c):
 - (i) strikes out “verandah or porch” and substitutes “entry”, and
 - (ii) strikes out “minimum width and depth of 1.6 m” and substitutes “minimum width and depth of 1.8 m”;
- (d) strikes out the renumbered 4.17.5(d), (e), and (f) and substitutes the following:
 - “(d) all roofs except for dormer roofs shall have a minimum slope of 7:12 and a maximum slope of 12:12 and shall be either hip or gable or a combination of both, and shall intersect at its lower portion with the exterior wall face of the building or the vertical projection thereof at a line no higher than the lesser of 7.9 m above the base surface or the floor level of a half-storey or attic above the second storey;
 - (e) dormer roofs shall be gable, hip or shed in form and shall have a minimum slope of 4:12;

- (f) the maximum total width of dormers provided on a half storey above the second storey must not exceed 50% of the width of the elevation of the storey below;
 - (g) all exterior dormer walls shall be set back a minimum of 0.6 m from the exterior face of the wall of the storey below; and
 - (h) notwithstanding section 4.17.5(g), one dormer, which faces an interior side yard and which provides headroom over a stair and any intermediate and top landings which provide access from the second storey to the half-storey above may have its face wall flush or continuous with the second storey exterior wall face below.”.
- (e) in section 4.17.6, adds “or lock-off unit” after “Exterior windows in a secondary suite”; and
 - (f) adds a new section 4.17.7 as follows:
 - “4.17.7 The Director of Planning may vary the requirements of section 4.17 for two-family dwellings and two-family dwellings with secondary suite if, in the opinion of the Director of Planning, the design meets the intent of the regulations for quality and durability of design and architectural expression, or to facilitate a building designed for certification under the Passive House standard or International Living Future Institute’s Zero Energy standard, or an equivalent to the satisfaction of the Director of Planning.”.

Severability

33. 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

34. 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

EXPLANATION

**A By-law to amend Parking By-law No. 6059
regarding uncovered parking spaces on duplex sites**

Following the public hearing on April 2, 2019, Council approved amendments to the Parking By-law No. 6059 regarding uncovered parking spaces on duplex sites. The Director of Planning has advised that there are no prior conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 28, 2019

EXPLANATION

**A By-law to amend License By-law No. 4450
regarding a miscellaneous amendment**

This by-law corrects an error created by an omission in the fee amendment by-law enacted on October 30, 2018, clarifies that it is an offence under the by-law to fail to comply with an order and increases the minimum fine for such an offence.

Director of Legal Services
May 28, 2019

HC.

BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
Regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council inserts in correct numerical order a new subsection 29A. (2A) as follows:
“(2A) No person shall fail to comply with an Order issued pursuant to this section.”
3. In subsection 30.(5) Council adds the words “or section 29A. (2A)” after “section 17.1”.
4. In Schedule B, Miscellaneous Service Fees, Council adds the words “on an application for the issue or amendment of a cannabis licence, or” after the first use of the words “Fee for assessing and providing comments”.

Severability

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.

Force and effect

6. 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

5

EXPLANATION

**A By-law to amend
CD-1 (117) By-law No. 4986**

Following the public hearing on May 14, 2019, Council resolved to amend CD-1 (117) By-law No. 4986 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
May 28, 2019

2B Subject 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 Director of Planning will issue development permits for the following additional uses within sub-area 1, except that the combined floor area for these additional uses shall not exceed 743.2 m²:

Arts and Culture Indoor Event

Fitness Centre

Library

Museum or Archives

Financial Institution

General Office

Health Care Office

Grocery or Drug Store

Retail Store

Barber Shop or Beauty Salon

Beauty and Wellness Centre

Catering Establishment

Restaurant – Class 1

Accessory uses customarily ancillary to the uses listed in this section 2B ”.

4. Council strikes out section 3 and substitutes the following:

“**3** The maximum number of dwelling units permitted is 1,850.”

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 the date of its enactment.

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 3560-3570 Hull Street & 2070-2090 East 20th Avenue**

A Housing Agreement has been accepted and signed by the owner applicant. Enactment of the attached By-law, as required by section 565.2 of the *Vancouver Charter*, will complete the process to implement Council's condition regarding a Housing Agreement.

Director of Legal Services
May 28, 2019

HC.

3560-3570 Hull Street & 2070-2090 East 20th Avenue

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3560-3570 Hull Street & 2070-2090 East 20th Avenue**

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

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

PIDs: 008-978-476, 005-855-071, 008-978-492 and 015-140-199 respectively	Lots 1, 2, and 3, Block 16, District Lot 195, Plan 11972; Lot 15, Except Portions in Plan 8493 and 9132, District Lot 195, Plan 745
--	---

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)

~~(TO BE FILLED IN BY OWNER'S LAWYER)~~

Scott J. Anderson, Lawson Lundell LLP
Barristers and Solicitors
1600-125 West Georgia Street
Vancouver BC V6C 3L2

Tel. No.: (604) 685-3456
File No.: 31695-135038
File No.: LS-18-02433-007 (Mkt Rental Housing)
Doc. No.: 165911448
Deduct LTSA Fees? Yes

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID] [LEGAL DESCRIPTION]

NO PID NMBR LOT A DISTRICT LOT 195 GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP86002

STC? YES

Related Plan Number: EPP86002

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):

THE MOLNAR GROUP (INVESTMENTS) LTD., INC. NO. BC1051006
COAST CAPITAL SAVINGS FEDERAL 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

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 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)

SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date

Y	M	D
19	04	04

Transferor(s) Signature(s)

THE MOLNAR GROUP
(INVESTMENTS) LTD. by its
authorized signatory(ies):

Print Name:

Print Name: Dale Molnar

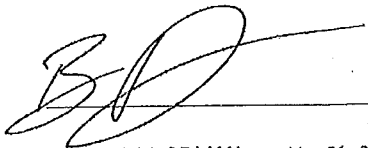
OFFICER CERTIFICATION:

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)



BENJAMIN DODMAN Exp. May 31, 2021
A Commissioner for Taking Affidavits
For the Province of British Columbia
#2515 - 1075 West Georgia St.
Vancouver, B.C. V6E 3O9
Phone: (604) 288-3567

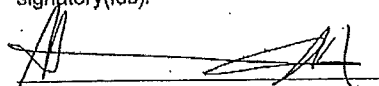
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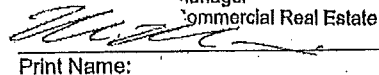
Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

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



Print Name: Marlin Maluslak
Manager
Commercial Real Estate



Print Name: Matt Muir
Director
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	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA5346711 and Assignment of Rents CA5346712

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

HOUSING AGREEMENT AND BUILDING USE COVENANT
(MARKET RENTAL)3560 - 3570 HULL STREET AND 2070 - 2090 EAST 20TH AVENUE

WHEREAS:

A. It is understood and agreed that this Instrument and Agreement shall be read as follows:

- (i) the Transferor, The Molnar Group (Investments) Ltd., 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 owner of the Lands;

C. The Owner made an application to rezone the Lands from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District to increase the floor space ratio (FSR) from 0.60 to 1.58 and the maximum building height from 9.5 m (31.2 ft.) to 12.8 m (42.0 ft.), to permit the development of 3½-storey townhouses and a four-storey apartment building, along with the retention, relocation, designation and protection of a heritage home at 2088 East 20th Avenue, for a combined total of 69 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 condition that 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 an agreement securing all residential units as market rental housing for the longer of 60 years and the life of the building, and subject to the following additional conditions:

"8. *Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all residential units as market rental housing units for the longer of 60 years and life of the building, subject to the following additional conditions:*

- (i) *A no separate-sales covenant.*
- (ii) *A no stratification covenant.*
- (iii) *That none of such units will be rented for less than one month at a time.*
- (iv) *Such other terms and conditions as the General Manager of 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.

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;
- (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) "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) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;
- (g) "Development Permit" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Rezoning;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;

- (i) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the Arts, Culture and Community Services Department of the City and his/her successors in function and their respective nominees;
- (j) "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;
- (k) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (l) "Lands" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, 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*);
- (m) "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;
- (n) "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;
- (o) "Market Rental Housing Condition" has the meaning ascribed to that term in Recital C;
- (p) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (q) "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;
- (r) "Owner" means the Transferor, The Molnar Group (Investments) Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (s) "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;
- (t) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (u) "*Rezoning*" means the rezoning of the Lands described in Recital C of this Agreement;
- (v) "*Term*" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel;
- (w) "*Vancouver*" has the meaning ascribed to that term in Recital A(II); and
- (x) "*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 all residential units on the Lands in accordance with the Market Rental Housing Condition, 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 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 owner, and to the same legal owner, who for clarity may be the same person, 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, provided however if the Owner does not cause a transferee to enter into the assumption agreement contemplated in Section 2.1(f), the Owner will have 30 days to cure that default to the satisfaction of the Director of Legal Services, after which time the City will be entitled to the cancellation of the registration of the offending transfer of title 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, provided that, for clarity, in the event that the Building is demolished pursuant to a demolition permit issued by the City, then the Term shall be as set out in Section 1.1(v)(iii) and shall not be extended for the life of the new building(s) constructed in accordance with this Section.

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:

{0105173v4}
January 28, 2019

Housing Agreement and Building Use Covenant (Market Rental)
3560 - 3570 Hull Street & 2070 - 2090 East 20th Avenue

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

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

(b) If to the Owner:

The Molnar Group (Investments) Ltd.
 570 - 1285 West Broadway
 Vancouver, British Columbia
 V6H 3X8

Attention: Director

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 CA5346711 and the Assignment of Rents registered under number CA5346712;
- (b) "Existing Chargeholder" means the COAST CAPITAL SAVINGS FEDERAL 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.

END OF DOCUMENT

7

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 8599 Oak Street**

Following the Public Hearing on May 15, 2018, Council gave conditional approval to the rezoning of the site at 8599 Oak 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
May 28, 2019

8599 Oak Street

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 numbered Z-735 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (729).

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

- (a) Dwelling Uses, limited to Multiple Dwellings and Lock-off Units;
- (b) Retail Uses, limited to Public Bike Share; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section 2.2.

Conditions of use

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

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

Floor area and density

4.1 Computation of floor space ratio must assume that the site area is 1,157.6 m², being the site area 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 2.5.

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 permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum 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 per 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) 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 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 (729).
- 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 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 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

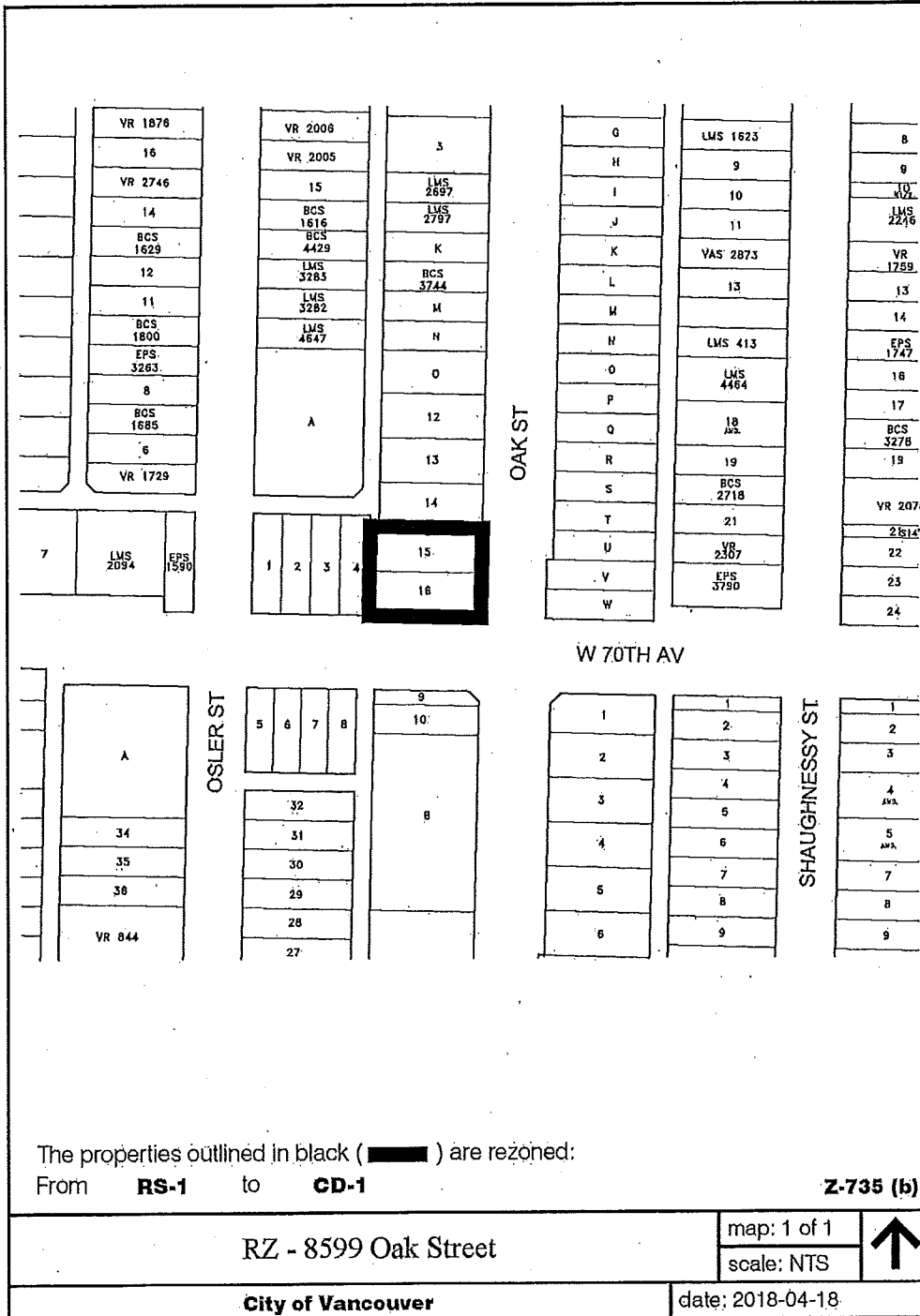
9. This By-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this . day of , 2019

Mayor

City Clerk

Schedule A



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

Z-735 (b)

RZ - 8599 Oak Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2018-04-18

8

EXPLANATION

**Heritage Designation By-law
Re: 2525 Carolina Street**

At a public hearing on May 14, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 2525 Carolina Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 28, 2019

He

2525 Carolina Street
The Carolina

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
(The Carolina)

2525 Carolina Street
Vancouver, B.C.

PID: 015-315-886
LOT 11 OF LOT A
BLOCK 156
DISTRICT LOT 264A
PLANS 390 AND 1771

and

PID: 015-315-908
LOT 12 OF LOT A
BLOCK 156
DISTRICT LOT 264A
PLANS 390 AND 1771

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 _____, 2019

Mayor

City Clerk

9

EXPLANATION

Heritage Designation By-law Re: 959 East 35th Avenue

At a public hearing on May 14, 2019, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 959 East 35th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 28, 2019

10

EXPLANATION

**Authorization to amend a
Heritage Revitalization Agreement
with the owner of 2088 Charles Street**

After the public hearing on April 5, 2016 Council resolved to enter into a By-law to authorize and agreement regarding 2088 Charles Street, pursuant to Section 592 of the Vancouver Charter (the "Heritage Revitalization Agreement"). The Heritage Revitalization Agreement was authorized by Council by By-law No. 11502 on April 19, 2016.

On May 14, 2019, Council authorized the City to enter into an agreement to amend the Heritage Revitalization Agreement. This amendment does not further vary use or density and a public hearing is not required pursuant to Section 592 of the Vancouver Charter. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 28, 2019

Schedule A

FORM C (Section 233) CHARGE

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

1555014381 PAGE 1 OF 13 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)

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

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604-873-7613
 Matter number: 15-1189-004
 Modification of Heritage Revitalization Agreement

Deduct LTSA Fees? Yes

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

SEE SCHEDULE

STC? YES

3. NATURE OF INTEREST

CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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)

Shirley M. Manfron
 Notary Public
 #3 2445 E. Hastings St.
 Vancouver, B.C. V5K 1Y8
 Telephone: 604-253-5241

Execution Date		
Y	M	D
19	04	20

Transferor(s) Signature(s)

 EUSTATHE SIRSIROS
 by his Attorney, VASILIOS
 BILL VASILIOS, SEE
 CA 7471893

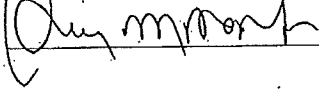
OFFICER CERTIFICATION:

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)

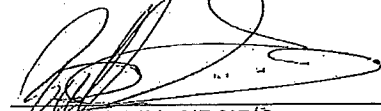


Shirley M. Manfron
Notary Public
#3 2445 E. Hastings St.
Vancouver, B.C. V5K 1Y8
Telephone: 604-253-5241

Execution Date

Y	M	D
19	04	30
19		
19		

Transferor / Borrower / Party Signature(s)



VASILIOS BILL SIRSIROS

VANCOUVER CITY SAVINGS CREDIT
UNION, IN TRUST (SEE BL051963) by
its authorized signatory(ies):

Print Name:

Print Name:

OLIVER ALAN KNAUS

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

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

029-894-913 LOT A BLOCK 136 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP57456

STC? YES

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

029-894-921 LOT B BLOCK 136 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP57456

STC? YES

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

STC? YES

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST
ModificationCHARGE NO.
CA5155617ADDITIONAL INFORMATION
Modification of CovenantNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting the Modification of the Covenant with one
registration number less than this Priority
Agreement priority over Mortgage CA3970137 and
Mortgage CA5554552

Page 12

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting the Modification of the Covenant with two
registration numbers less than this Priority
Agreement priority over Mortgage CA6914975

Page 13

NATURE OF INTEREST
ModificationCHARGE NO.
CA5155619ADDITIONAL INFORMATION
Modification of CovenantNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting the Modification of the Covenant with one
registration number less than this Priority
Agreement priority over Mortgage CA3970137 and
Mortgage CA5554552

Page 12

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting the Modification of the Covenant with two
registration numbers less than this Priority
Agreement priority over Mortgage CA6914975

Page 13

LAND TITLE ACT
FORM E

SCHEDULE

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	CA5155621	Modification of Statutory Right of Way
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Statutory Right of Way with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Statutory Right of Way with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13
NATURE OF INTEREST Modification	CHARGE NO. CA5155623	ADDITIONAL INFORMATION Modification of Equitable Charge
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Equitable Charge with one registration number less than this Priority Agreement priority over Mortgage CA3970137 and Mortgage CA5554552 Page 12
NATURE OF INTEREST Priority Agreement	CHARGE NO.	ADDITIONAL INFORMATION granting the Modification of the Equitable Charge with two registration numbers less than this Priority Agreement priority over Mortgage CA6914975 Page 13

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 7 OF 13 PAGES

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. TRANSFERORS:

EUSTATHE SIRSIRIS

VASILIOS BILL SIRSIRIS

VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI 97, In Trust (see BL051963)), as to Priority (as to Mortgage CA3970137 and Mortgage CA5554552)

OLIVER ALAN KNAUS, as to Priority (as to Mortgage CA6914975)

TERMS OF INSTRUMENT - PART 2

MODIFICATION OF HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
- (a) the Transferors, EUSTATHE SIRSIKIS and VASILIOS BILL SIRSIKIS are, together, called the "Owner";
 - (b) the Transferee, CITY OF VANCOUVER, is called the "City" when referring to the corporate entity and the "City of Vancouver" when referring to the geographic area;
- B. The Owner is the registered owner of two parcels of land in the City of Vancouver, Province of British Columbia, having civic addresses of:
- (a) 2082 Charles Street and legally described as:
 - Parcel Identifier: 029-894-913
 - Legal Description: Lot A Block 136 District Lot 264A Group 1 New Westminster District Plan EPP57456
 (the "New Building Parcel", as more particularly defined in the HRA); and
 - (b) 2088 Charles Street and legally described as:
 - Parcel Identifier: 029-894-921
 - Legal Description: Lot B Block 136 District Lot 264A Group 1 New Westminster District Plan EPP57456
 (the "Heritage Parcel", as more particularly defined in the HRA).
- C. There is situated on the Heritage Parcel a building, known as the "Carlsen Residence" (the "Heritage Building"), which is designated as a protected heritage building and listed in Category 'B' on the Vancouver Heritage Register.
- D. As part of a proposed development of the Lands under Development Permit Application No. DE419160, the Owner of the Lands and the City entered into a heritage revitalization agreement in respect of the Lands, which was registered in the Land Title Office on May 3, 2016 under Nos. CA5155617 to CA5155624 (the "HRA"), which agreement is binding on the Owner.
- E. The Lands have been rezoned from the RT-4, RT-4A, RT-RN and RT-4AN Districts Schedule of Zoning and Development By-law No. 3575 (the "Zoning and Development By-law") to the RT-5 and RT-5N Districts Schedule of the Zoning and Development By-law.

- F. Pursuant to the RT-5 and RT-5N Districts Schedule of the Zoning and Development By-law, the Owner has now applied for an amendment with respect to the floor space ratio for the Heritage Building.
- G. The City and the Owner have agreed to modify the HRA on the terms and conditions set out herein, subject to enactment of a by-law authorizing this Agreement pursuant to Section 592(4) of the *Vancouver Charter*.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the City), the Owner and the City hereby covenant and agree as follows:

1. Interpretation

All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the HRA.

2. Modification of HRA

The HRA is hereby modified as of the date that this Agreement is registered in the Land Title Office as follows:

1. Section 8.3 will be deleted in its entirety and replaced by the following:

"8.3 Zoning & Development By-law - RT-5 and RT-5N Districts Schedule

Provided that the Subdivision has occurred, the RT-5 and RT-5N Districts Schedule to the Zoning & Development By-law is hereby varied as follows for the Lands, for purposes of the Development:

(a) New Building Parcel

- (i) Section 4.1.1 is varied so that a minimum site area of 156 m² (1,681 sq. ft.) is permitted;
- (ii) Section 4.4 is varied so that a front yard with a minimum depth of 2.6 metres (8.5 feet) shall be provided;
- (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 0.6 metres (2 feet) shall be provided;
- (iv) Section 4.7.1 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.60 (approximately 93.7 m² (1,009 sq. ft.)), which is the existing floor space ratio;
- (v) Section 4.7.6(f) is varied so that the Director of Planning may permit covered verandas or porches to exceed thirteen percent (13%) of the permitted floor space ratio;
- (vi) Section 4.8 is varied so that it does not apply.

(b) Heritage Parcel

- (i) Section 4.4 is varied so that a front yard with a minimum depth of 7.2 metres (23.8 feet) shall be provided, which is the existing setback;
- (ii) Section 4.5.1 is varied so that it does not apply except that the north side yard shall not be less than 3.7 metres (12 feet), which is the existing setback;
- (iii) Section 4.6.1 is varied so that a rear yard with a minimum depth of 1.5 metres (5 feet) shall be provided; and
- (iv) Section 4.7.2 is varied so that the floor space ratio, inclusive of all buildings, shall not exceed 0.80 (approximately 268 m² (2,886 sq. ft.)."

3. HRA Ratified and Confirmed

Except as hereby expressly modified, the HRA is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the HRA and this Agreement will be read and construed as one document.

4. Conflict

In the event of any conflict between the terms and conditions of the HRA and this Agreement, the terms and conditions of this Agreement will prevail.

5. Further Assurances

The City and the Owner will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

6. Binding Effect

This Agreement will enure to the benefit of and be binding upon the City and the Owner and their respective successors and permitted assigns.

7. Amendment

No alteration or amendment of the Agreement or this Agreement shall have effect unless the same is in writing and duly executed by all the parties.

8. City's Other Rights

Nothing contained or implied in this Agreement will derogate from the obligations of the Owners 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 owners and the City.

9. Time

Time shall be of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this modification agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" mean the Mortgage registered under number CA3970137 and the Mortgage registered under number CA5554552;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI 97; In Trust, see BL051963);
- (c) "New Charges" means the modification of the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge 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:

- (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 Charge" means the Mortgage registered under number CA6914975;
- (b) "Existing Chargeholder" means OLIVER ALAN KNAUS;
- (c) "New Charges" means the modification of the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge 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:

- (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 Charge 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 Charge or the advance of any money under the Existing Charge.

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

{01125372x3}

Modification of Heritage Revitalization Agreement
2082-2088 Charles Street

EXPLANATION

**A By-law to amend
Street and Traffic By-law No. 2849
regarding Tour Bus Parking on 800-900 Canada Place**

At a Regular Council meeting on May 14, 2019, Council resolved to amend the Street and Traffic By-law in accordance with proposed amendments. This By-law implements that resolution.

Director of Legal Services
May 28, 2019

BY-LAW NO.

A By-law to amend
Street and Traffic By-law No. 2849
Regarding Tour Bus Parking on 800-900 Canada Place

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law, No. 2849.

2. Council inserts the following definitions in section 3 in correct alphabetical order:

“**Tour Bus**” means a bus with the name and address of its operator or owner plainly displayed in letters and figures not less than 5 cm high in a conspicuous place on both sides of the vehicle.”

3. Council strikes section 21.7 and substitutes the following:

“21.7 An owner, registered owner, lessee or operator of a vehicle other than a tour bus must not cause, allow or permit that vehicle to stop in a tour bus zone, and a tour bus may only stop in a tour bus zone for a maximum duration of 15 minutes, unless otherwise permitted by a traffic sign.

21.7A An owner, registered owner, lessee or operator of a tour bus must not cause, allow or permit that tour bus to stop in the tour bus zone on Canada Place between Burrard Street and Howe Street unless the owner, registered owner, lessee or operator holds a valid Canada Place bus zone permit, in which case the tour bus may stop in the Canada Place tour bus zone for a maximum duration of 15 minutes, unless otherwise permitted by a traffic sign.

21.7B The City Engineer may issue:

- a) a one-day permit to a tour bus that allows stopping on a day between May 1 and October 15 in the tour bus zone on Canada Place between Burrard Street and Howe Street for a fee of \$25; and,
- b) a seasonal permit to a tour bus that allows stopping on any day between May 1 and October 15 in the tour bus zone on Canada Place between Burrard Street and Howe Street for a fee of \$2,000.”

4. Council inserts the following provision and fine amount into section 103 (2) after the text “\$200.00”

“21.7A.....\$400.00”

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 the date of its enactment.

ENACTED by Council this day of , 2019

Mayor

City Clerk

EXPLANATION**By-law Notice Enforcement By-law
regarding Tour Bus Parking**

The attached By-law will implement Council's resolution of May 14, 2019, to amend the provisions of the By-law Notice Enforcement By-law regarding Tour Buses

Director of Legal Services
May 28, 2019

BY-LAW NO. _____

**A By-law to amend the
By-law Notice Enforcement By-law No. 10201
Regarding Tour Bus Parking on 800-900 Canada Place**

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

1. This By-law amends the indicated provisions of By-law Notice Enforcement By-law No. 10201.

2. Council inserts the following text into Schedule A after the entry for 21.7, but before the entry for 72A(1):

"21.7A:	Tour Bus stopped on 800- 900 Canada Place without a permit	400	160	200"
---------	--	-----	-----	------

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 _____, 2019

Mayor

City Clerk