

**EXPLANATION****A By-law to amend Street and Traffic By-law No. 2849  
regarding Updates to Shared Vehicle Parking Privileges**

The attached By-law will implement Council's resolution of July 9, 2019 to amend the Street and Traffic By-law regarding Updates to Shared Vehicle Parking Privileges.

Director of Legal Services  
July 23, 2019

14

## BY-LAW NO.

### A By-law to amend Street and Traffic By-law No. 2849 regarding Updates to Shared Vehicle Parking Privileges

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.
2. In section 2, Council inserts the following definitions in correct alphabetical order:
  - (a) **""One-way Shared Vehicle Service"** means a shared vehicle system that allows its members to begin and end their rental periods at any lawful and authorized space within the operating area of the shared vehicle organization."; and
  - (b) **""Zero Emission Vehicle"** means vehicles approved by the City Engineer as zero emission vehicles.".
3. Council strikes out section 23.5 and substitutes:

"23.5 The annual fee for a permit authorizing parking issued under section 23.2 and additional parking privileges under Parking Meter By-law 2952 for each shared vehicle in all areas of the City is \$77.19, except that for up to 50 zero emission vehicles per shared vehicle organization per year until December 31, 2024, the fee will be waived for 5 years.".
4. Council strikes out section 23.6 (d) and replaces it with:

"(d) For reserved shared vehicle parking space that the city would otherwise meter, that sum which is equal to the maximum annual revenue the parking space would have generated if metered during the same calendar year in which the city issues the reserved shared vehicle parking permit, except that in the case of a reserved shared vehicle parking space that the city would otherwise meter to be used exclusively by zero emission vehicles, the annual fee will be held at the following amounts for five years for the first 50 spaces of this type designated prior to December 31, 2024:

(i)	Downtown area and Southeast False Creek as described in the Parking By-law	\$3000
(i)	Metro Core, being the area west of Clark Drive, north of 16th Avenue, east of Burrard Street, and south of Burrard Inlet, except the Downtown Area and Southeast False Creek	\$1800
(ii)	Remainder of city outside Metro Core	\$900".

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

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Mayor

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City Clerk

**EXPLANATION****A By-law to amend Parking Meter By-law No. 2952  
regarding Updates to Shared Vehicle Parking Privileges**

The attached By-law will implement Council's resolution of July 9, 2019 to amend the Parking Meter By-law regarding Updates to Shared Vehicle Parking Privileges.

Director of Legal Services  
July 23, 2019

He.

**BY-LAW NO.**

**A By-law to amend Parking Meter By-law No. 2952  
regarding Updates to Shared Vehicle Parking Privileges**

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

1. This by-law amends the indicated provisions of the Parking Meter By-law No. 2952.
2. In section 2, Council inserts the following definitions in correct alphabetical order:
  - (a) "One-way Shared Vehicle Organization" means a shared vehicle organization that allows its members to begin and end their rental periods at any lawful and authorized space within the operating area of the shared vehicle organization.";
  - (b) "Shared Vehicle" means a four-wheeled automobile, van, or pick-up truck owned and operated by a shared vehicle organization.";
  - (c) "Shared Vehicle Organization" means a legal entity whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have access to a fleet of shared vehicles which they may reserve for use on an hourly basis, and which the City Engineer has approved."; and
  - (d) "Zero Emission Vehicles" means vehicles approved by the City Engineer as zero emission vehicles.".
3. In section 6, Council:
  - (a) in section 6(1), adds the following new subsection:
    - (d) Shared vehicles belonging to a one-way shared vehicle organization that are parked in a metered space by a member at the end of each of their rental periods, provided that the one-way shared vehicle organization has an agreement with the City Engineer to pay the metered parking charges. The shared vehicle may remain parked in the metered space, without time limit, as long as it is not in contravention of any other stopping or parking regulations. For zero emission vehicles up to a maximum of 50 vehicles per one-way shared vehicle organization per year until December 31, 2024, metered parking charges to be paid by the one-way shared vehicle organization will be reduced by 50% for 5 years.";

(b) adds a new section 6(6) as follows:

"(6) Members of shared vehicle organizations may use a metered space for up to 2 hours without charge to park the shared vehicle during the member's rental period."

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

ENACTED by Council this      day of      , 2019

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Mayor

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City Clerk

**EXPLANATION****A By-law to repeal By-law No. 3808, A By-law to provide for the acquisition of certain real property for the use of the public for the parking of vehicles**

The attached By-law will implement Council's resolution of July 9, 2019 to repeal By-law No. 3808, a By-law to provide for the acquisition of certain real property for the use of the public for the parking of vehicles, to come into force and take effect on August 1, 2019.

Director of Legal Services  
July 23, 2019

HC.

BY-LAW NO.

**A By-law to repeal By-law No. 3808, A By-law to provide for the acquisition of certain real property for the use of the public for the parking of vehicles**

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

1. Council repeals By-law No. 3808.
2. This By-law is to come into force and take effect on August 1, 2019.

ENACTED by Council this                      day of                      , 2019

\_\_\_\_\_  
Mayor

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



## EXPLANATION

**A By-law to amend Parking By-law No. 6059  
regarding updating collective parking lot regulations**

The attached By-law will implement Council's resolution of July 9, 2019 to amend Parking By-law No. 6059 regarding updating collective parking lot regulations, to come into force and take effect on August 1, 2019.

Director of Legal Services  
July 23, 2019

## He

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

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

1. This By-law amends the indicated provisions of the Parking By-law No. 6059.
2. Council strikes subsection 4.6.4 (a) and substitutes the following:  
  
    “(a) they are part of a collective parking project undertaken by Council pursuant to a Local Improvement By-law or that they were part of the former collective parking project undertaken by Assessment Property By-law No. 3808 (the South Fraser Street Collective Parking Project); or”
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 August 1, 2019.

ENACTED by Council this     day of     , 2019

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Mayor

City Clerk

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
Re: 1906-1918 West 4th Avenue**

Following the Public Hearing on February 12, 2019, Council gave conditional approval to the rezoning of the site at 1906-1918 West 4th Avenue. The Director of Planning and the Director of Legal Services have 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  
July 23, 2019

1906-1918 West 4th Avenue

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-747 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (734).

**Uses**

3. 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 (734), 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 3.

#### **Conditions of use**

4.1 No portion of the first storey of a building, within a depth of 10.7 m of the front wall of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

4.2 All commercial uses 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.

4.3 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**

5.1 Computation of floor space ratio must assume that the site consists of 975.1 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 3.08.

5.3 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.

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the 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 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 The use of floor area excluded under section 5.4 must not include any use other than that which justified the exclusion.

**Building height**

6. Building height, measured from base surface to top of parapet, must not exceed 18.8 m.

**Horizontal angle of daylight**

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

7.2 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.

7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.

7.4 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.
- 7.5 An obstruction referred to in section 7.2 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 (734).
- 7.6 A habitable room referred to in section 7.1 does not include:
- (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) 10% or less of the total floor area of the dwelling unit, or
    - (ii) 9.3 m<sup>2</sup>.

#### **Acoustics**

8. A development permit application for dwelling uses must include an acoustical report prepared by a registered 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.

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

#### **Zoning and Development By-law**

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (734).

#### **Severability**

10. 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**

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

ENACTED by Council this      day of      , 2019

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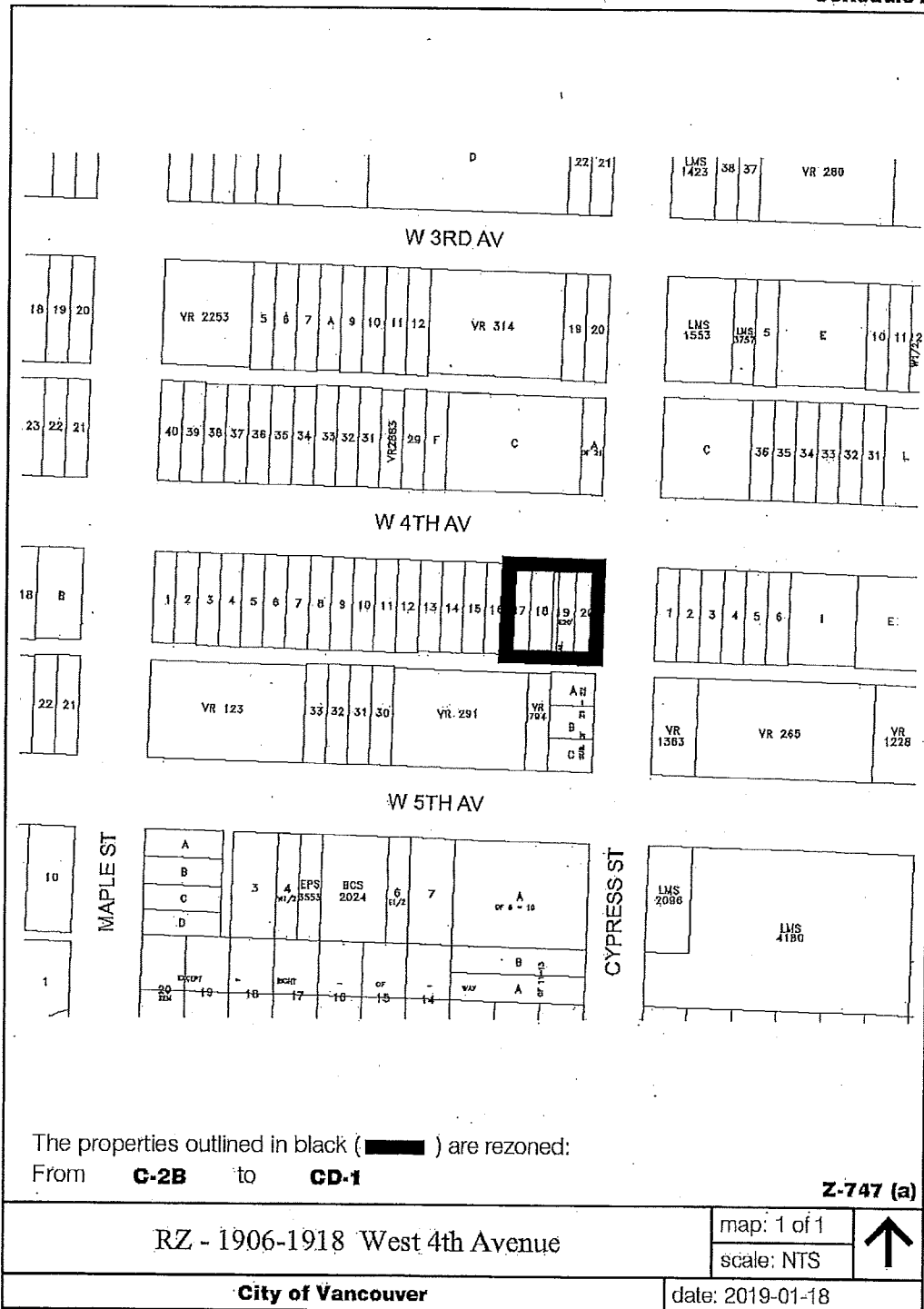
Mayor

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City Clerk



**Schedule A**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 58 West Hastings Street**

After the public hearing on January 16, 2018, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Community Services and the Director of Legal Services, prior to enactment of the CD-1 By-law. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
July 23, 2019

He:

58 West Hastings Street

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 58 West Hastings Street**

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

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

027-736-032

Lot 1 Block 29 District Lot 541 Group 1 New Westminster  
District Plan BCP39144

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**

PAGE 1 OF 19 PAGES

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

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

Kim Glurcich, Agent  
 City of Vancouver  
 453 West 12th Avenue  
 Vancouver

BC V5Y 1V4

LTO Client number: 10647  
 Matter number: LS-16-00457  
 68 West Hastings Street  
 Social Housing Agreement

Deduct LTSA Fees? Yes ☒

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

027-736-032 LOT 1 BLOCK 29 DISTRICT LOT 541 GROUP 1 NEW WESTMINSTER  
 DISTRICT PLAN BCP39144

STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219, Entire Instrument

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):

CITY OF VANCOUVER

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/Signatory(s)

WESLEY Y. L. CHAN  
 453 WEST 12TH AVENUE  
 VANCOUVER, B.C. V5Y 1V4  
 BARRISTER & SOLICITOR

Execution Date

Y	M	D
19	07	18

Transferor(s) Signature(s)

CITY OF VANCOUVER, by its  
 authorized signatory:

Heidi Granger  
 Print Name:

HEIDI GRANGER

## OFFICER CERTIFICATION:

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

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

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
(Social Housing)

58 WEST HASTINGS STREET

WHEREAS:

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

- (i) the Transferor, CITY OF VANCOUVER, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

B. The Owner is the registered and beneficial owner of the Lands;

C. The Owner made an application to rezone the Lands from DD (Downtown) District to CD-1 (Comprehensive Development) District (the "Rezoning") to increase the floor space ratio from 5.00 to 6.40 to allow for the construction of an 10-storey mixed-use building with commercial uses and an integrated health services centre on floors one to three, and residential units above, all of which will be secured social housing (the "Development"), and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, *inter alia*, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-Law"):

"5. *Make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:*

- (i) *A no separate sales covenant;*
- (ii) *A no stratification covenant;*
- (iii) *A provision that none of such units will be rented for less than one month at a time;*
- (iv) *A requirement that a minimum of 76 units (33%) be rented for no more than the shelter component of Income Assistance;*
- (v) *A requirement that all units comply with the definition of "social housing" in the applicable City development cost levy by-law; and*

- (vi) *Such other terms and conditions as the General Manager of Community Services and the Director of Legal Services may in their sole discretion require.*

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

(the "Social Housing Condition"); and

- D. The Owner and the City are now entering into this Agreement to satisfy the Social 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 565.2 of the *Vancouver Charter* and to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the New Building:

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Accessible" means "accessible" or "adaptable", as those terms are defined in the Building Bylaw;
- (b) "Adjusted Affordability Requirement" has the meaning set out in Section 2.1(c)(iii)A;
- (c) "Affordability Requirement" has the meaning set out in Section 2.1(c);
- (d) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (e) "Building Bylaw" means the City's Building By Law No. 10908, and all amendments thereto or replacements thereof;
- (f) "City" and "City of Vancouver" are defined in Recital A(ii);
- (g) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (h) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (i) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;

- (j) "Development" means the development on the Lands described in Recital C and approved by the Development Permit;
- (k) "Development Permit" means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law, including, but not limited to, any development permit issued pursuant to Development Application no. DP-2018-00630;
- (l) "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;
- (m) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) "General Manager of Arts, Culture and Community Services" means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (o) "Guaranteed Income Supplement" means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (p) "HILs Unit" means a Social Housing Unit occupied by a HILs Unit Occupant in respect of which a HILs Unit Housing Charge is payable;
- (q) "HILs Unit Housing Charge" means the Housing Charge to be charged by the Owner to a HILs Unit Occupant from time to time during the Term, which on a monthly basis shall not exceed 1/40<sup>th</sup> of the then-current HIL for the applicable type of HILs Unit;
- (r) "HILs Unit Occupant" means one or more cohabiting adults, with or without cohabiting children, whose collective annual income is no more than the then-current HIL for the applicable unit type;
- (s) "Housing Charge" means the charge, determined and assessed by the Owner or the lessee of the Lands, as applicable, from time to time, payable monthly by an Occupant of a Dwelling Unit pursuant to an Occupancy Agreement for the right to occupy a Dwelling Unit;
- (t) "Housing Income Limit" or "HIL" means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Arts, Culture and Community Services);



- (u) "Income" of an Occupant (where "Occupant" includes all persons for whom the Social Housing Unit serves as the principal residence) means the total annual world-wide income before income tax from all sources of the Occupant that the Occupant is required to report as income for income tax purposes;
- (v) "Income Assistance" means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (w) "Interim Affordability Period" has the meaning set out in Section 2.1(c)(iii)B.IV;
- (x) "Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (y) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (z) "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;
- (aa) "Low-End of Market Unit" means a Social Housing Unit occupied by a Low-End of Market Occupant in respect of which a Low-End of Market Unit Housing Charge is payable;
- (bb) "Low-End of Market Unit Housing Charge" means the Housing Charge to be charged by the Owner to a Low-End of Market Unit Occupant which shall not exceed 100% of: (i) the appraised market rent for a comparable unit in the local area (where a "comparable unit" means a unit of the same type, similar size and in a building with a similar age and quality of construction); or (ii) in the absence of comparable units in the local area, CMHC's Rental Survey for Vancouver by year of construction, 2005+ category;
- (cc) "Low-End of Market Unit Occupant" means one or more cohabiting adults with or without cohabiting children, whose collective income does not exceed the low and moderate income limit as determined by British Columbia Housing Management Commission from time to time based on data provided by Statistics Canada;
- (dd) "Modified Affordability Requirements" has the meaning set out in Section 2.1(c)(iii)B;
- (ee) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or

structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;

- (ff) "Occupancy Agreement" means an agreement, lease, license or other right of an occupant of a Dwelling Unit to occupy that Dwelling Unit;
- (gg) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (hh) "Occupant" means all persons for whom the Social Housing Unit serves as the principal residence;
- (ii) "Old Age Security" means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (jj) "Owner" means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (kk) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (ll) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (mm) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (nn) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (oo) "Seniors Units" means a Residential Unit occupied by a Seniors Unit Occupant in respect of which a Seniors Unit Housing Charge is payable;
- (pp) "Seniors Unit Housing Charge" means the Shelter Rate Unit Housing Charge;
- (qq) "Seniors Unit Occupant" means one of more co-habiting adults with at least one member of that household being over the age of 65;
- (rr) "Shelter Rate Unit" means a Dwelling Unit occupied by a Shelter Unit Occupant in respect of which a Shelter Rate Unit Housing Charge is payable;
- (ss) "Shelter Rate Unit Housing Charge" means the Housing Charge to be charged by the Owner to a Shelter Rate Unit Occupant from time to time during the Term, which shall not exceed the shelter component of Income Assistance;

- (tt) "Shelter Rate Unit Occupant" means one or more cohabiting adults who is/are in receipt of Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement;
- (uu) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (vv) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (ww) "Social Housing Units" has the meaning ascribed to that term in Section 2.1(b), and "Social Housing Unit" means any one of such Social Housing Units;
- (xx) "Term" means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the New Building is demolished or substantially destroyed; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (yy) "Vancouver Charter" means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building, such number of Dwelling Units as approved in the Development Permit, all of which will only be for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such

replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement; and

(c) throughout the Term:

(i) the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;

(ii) with respect to the rental of the Social Housing Units:

A. approximately 33% of the Social Housing Units are Shelter Rate Units;

B. approximately 17% of the Social Housing Units are Seniors Units;

C. the balance of the Social Housing Units (other than the Social Housing Units described in Section 2.1(c)(ii)A and Error! Reference source not found. above) are HILs Units,

(the "Affordability Requirement").

For further clarity, by the word "approximately" in Sections 2.1(c)(ii)A and 2.1(c)(ii)B above shall mean within 5% above or below the stated percentages of 33% and 17% respectively for Shelter Rate Units and Seniors Units. Notwithstanding the foregoing, the Owner acknowledges and agrees that at least 50% of the Social Housing Units must be Shelter Rate Units or Seniors Units and that the balance of the Social Housing Units must be HILs Units, with the final percentage of the foregoing Social Housing Units to be approved by the City, acting reasonably;

(iii) the City and the Owner acknowledge and agree that the Owner intends to lease the Lands to Vancouver Chinatown Foundation for Community Revitalization, as lessee (the "Lessee"), pursuant to a lease agreement (the "Lease") which will obligate the Lessee to comply with the Affordability Requirement and if the City and Owner enter into the Lease as aforesaid:

A. following the 30<sup>th</sup> anniversary of the of the date on which such Lease commences, notwithstanding the Affordability Requirement set out in Section 2.1(c)(ii) above, the Lessee shall review the performance of the New Building and the success of the Lessee's programs and housing conducted therefrom in conjunction with the British Columbia Housing Management Commission and the Owner and will be entitled to transition certain Social Housing Units, in accordance with the applicable residential tenancy laws at such time, in order to adjust the Affordability Requirements such that:

- I. approximately 33% of the Social Housing Units are Shelter Rate Units;
- II. approximately 17% of the Social Housing Units are Seniors Units;
- III. approximately 17% of the Social Housing Units are HILs Units; and
- IV. the balance of the Social Housing Units (other than the Social Housing Units described in Sections 2.1(c)(iii)A.I, 2.1(c)(iii)A.II, and 2.1(c)(iii)A.III above) are rented for any amount up to the market rental rate;

(the "Adjusted Affordability Requirement").

For further clarity, by the word "approximately" in Sections 2.1(c)(iii)A.I, 2.1(c)(iii)A.II and 2.1(c)(iii)A.III above shall mean within 5% above or below the stated percentages of 33%, 17% and 17% respectively for Shelter Rate Units, Seniors Units and HILs Units. Notwithstanding the foregoing, the Owner acknowledges and agrees that at least 50% of the Social Housing Units must be Shelter Rate Units or Seniors Units and that at least 67% of the Social Housing Units must be Shelter Rate Units, Seniors Units or HILs Units, with the final percentage of the foregoing Social Housing Units to be approved by the City, acting reasonably.

Following such review and adjustment, the Affordability Requirement herein shall be adjusted accordingly and the Owner shall and shall require the Lessee to comply with the Adjusted Affordability Requirement rather than the Affordability Requirement for the remainder of the Term; and

- B. in the event that the Lessee is unable to comply with the Affordability Requirement (or the Adjusted Affordability Requirement, as the case may be), through available Operating Income (as defined in the Lease) (an "Operating Deficit") and the shortfall exists:
  - I. despite the Lessee having managed the New Building and the Lands as contemplated by the Lease; and
  - II. as a result of the cessation of operating subsidies paid to the Lessee by BC Housing Management Commission or any other similar government entity that had previously account for a portion of the Operating Income; and

if the Owner and the Lessee have complied with the procedures set out in the Lease for paying the Operating Deficit and seeking options for alternative sources of funding an Operating Deficit and the Lessee is unable to pay the Operating Deficit and the Owner and Lessee have exhausted all of such options for seeking alternative sources of funding, all as set out in the Lease and have determined, acting reasonably, that the Operating Deficit cannot be funded in whole or in part from such sources, then, notwithstanding the Affordability Requirement set out in Section 2.1(c)(ii) above, the Affordability Requirement (or the Adjusted Affordability Requirement, as the case may be), may be amended by the Owner, in its sole discretion, such that a specified number of HILs Units may be converted to Low-End of Market Units (the "Modified Affordability Requirements") for a period of:

III. the lesser of:

a. such time as the Lessee secured an alternative source of funding to cover the Operating Deficit while complying with the Affordability Requirement (or the Adjusted Affordability Requirement, as the case may be); or

b. one year;

IV. such other longer time period as the Owner may determine, acting reasonably;

(the "Interim Affordability Period"),

such that the Lessee is able to comply with the Modified Affordability Requirement with available Operating Income, Operating Reserve (as defined in the Lease) and the Lessee's portion of Operating Surplus (as defined in the Lease) distributed; and

C. during any Interim Affordability Period the Owner shall require that the Lessee:

I. makes best efforts to seeking alternative sources of funding for the Operating Deficit from the sources for funds set out in the Lease; and

- II. operates the New Building such that any Operating Income received by the Lessee in excess of that required: (i) for Operating Expenses (as defined in the Lease); (ii) to meet the Modified Affordability Requirements; (iii) for Debt and Equity Payments (as defined in the Lease); and (iv) for contributions to the Replacement Reserve (as defined in the Lease), is used to increase the number of HILs Units in the New Building until the Lessee meets the Affordability Requirement (or the Adjusted Affordability Requirement, as the case may be) before any such Operating Income is treated as Operating Surplus in accordance with the Lease;
- (iv) the Social Housing Units will only be used for the purpose of providing Social Housing;
- (v) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
  - A. every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
  - B. the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (vi) it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (vii) any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(c)(v), and any subdivision of the Lands in contravention of Section 2.1(c)(vi), 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;
- (viii) it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Social Housing Unit for a term of less than one month at a time;
- (ix) the Social Housing Units referred to in Section 2.1(c)(ii)A will be designed, constructed, equipped and finished as Accessible Dwelling Units;
- (x) it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally



Insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and

- (xi) it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

### ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in a form satisfactory to the General Manager of Arts, Culture and Community Services:
  - (i) proof of the insurance, consistent with the requirements of Section 2.1(c)(x), is in force and effect, in form and substance satisfactory to the City; and
  - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
- (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i) and 3.1(a)(ii); and

without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3. For clarity, the City will not withhold any Occupancy Permit under Section 3.1(a)(ii) in those circumstances where the Affordability Requirement is met.

### ARTICLE 4 RECORD KEEPING

4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the

request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 5  
ENFORCEMENT**

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

**ARTICLE 6  
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- A. withholding any permit pursuant to this Agreement; or  
B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

6.2 Conduct of Proceedings.

(a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

(b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(b) in the following circumstances:

- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 7  
NOTICES

7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

(a) If to the City:

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

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

(b) If to the Owner:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: Director of Real Estate

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 8  
MISCELLANEOUS

8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a

breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and

carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 8.8 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.9 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.
- 8.10 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT

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**MEMORANDUM**

July 19, 2019

TO: CC Council Group

FROM: Kimberley Beck

SUBJECT: Further By-laws for enactment on July 23, 2019

1. By-law to amend Street and Traffic By-law No. 2849 regarding Updates to Shared Vehicle Parking Privileges.
2. By-law to amend Parking Meter By-law No. 2952 regarding Updates to Shared Vehicle Parking Privileges.
3. By-law to repeal By-law No. 3808, a By-law to provide for the acquisition of certain real property for the use of the public for the parking of vehicles.
4. By-law to amend Parking By-law No. 6059 regarding updating collective parking lot regulations.
5. By-law to amend Zoning and Development By-law No. 3575 to rezone an area to CD-1 re: 1906-1918 West 4th Avenue.
6. By-law to enact a Housing Agreement for 58 West Hastings Street.



Kimberley Beck  
/jcp  
Attachments