

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: 2153-2199 Kingsway**

Following the Public Hearing on May 16, 2017, Council gave conditional approval to the rezoning of the site at 2153-2199 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
July 23, 2019

He.

2153-2199 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-719 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (733).

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

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

Photofinishing or Photography Laboratory, Print Shop, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

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

Conditions of use

3.1 No portion of the first storey of a building, to a depth of 10.7 m from 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 permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

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

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 2,579.3 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 3.35; except that dwelling uses must not exceed 2.85.

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

4.5 Computation of floor area may exclude enclosed residential balconies, if the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:

- (a) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided; and
- (b) no more than 50% of the excluded balcony floor area may be enclosed.

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

Building height

5. Building height, measured from base surface, must not exceed 20.6 m.

Horizontal angle of daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (733).

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

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (leq) sound level and is defined simply as noise level in decibels.

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

Severability

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

Force and effect

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

ENACTED by Council this day of , 2019

Mayor

City Clerk

Schedule A



The properties outlined in black (**█**) are rezoned:
 From **C-2** to **CD-1**

Z-719 (a)

RZ- 2153-2199 Kingsway	map: 1 of 1	
	scale: NTS	
City of Vancouver	date: 2017-04-13	

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
regarding miscellaneous amendments**

Following the public hearing on July 9, 2019, Council resolved to amend Zoning and Development By-law No. 3575 regarding miscellaneous amendments, particularly, RT-6 dwelling unit density, RM-12N side and rear yards and housekeeping. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2019

HC.

BY-LAW NO.

**A By-law to amend
Zoning and Development By-law No. 3575
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 Zoning and Development Bylaw.

2. In the RT-5 and RT-5N Districts Schedule, Council:

(a) amends Section 3.2.1.DW [Dwelling] by:

(i) striking "September" after "Character House existing on the site as of" and substituting "January";

(ii) adding:

"• Infill existing on the site as of January 16, 2018.";

after

"• Infill in conjunction with retention of a Character House existing on the site as of January 16, 2018."; and

(iii) adding:

"• Multiple Conversion Dwelling (other than as provided for in section 2.2.1.DW of this Schedule) existing on the site as of January 16, 2018, provided that:

(a) additions shall be in keeping with the character of the building, and,

(b) no housekeeping or sleeping units shall be created."

after

"• Multiple Conversion Dwelling (other than as provided for in section 2.2.1.DW of this Schedule), in conjunction with retention of a Character House existing on the site as of January 16, 2018, that contains no housekeeping or sleeping units.";

(b) amends Section 4.7.1 (c)(i) by striking out "or" and substituting ","; and

(c) amends Section 4.7.1 (c)(iii) by adding "." to end of the paragraph.

3. In the RT- 6 District Schedule, Council:

(a) amends Section 3.2.DW [Dwelling] by:

(i) striking:

- “• Multiple Conversion Dwelling,¹ in conjunction with retention of a Character House existing on the site as of January 16, 2018, that contains no housekeeping or sleeping units.”

and substituting:

- “• Multiple Conversion Dwelling (other than as provided for in section 2.2.DW of this Schedule), in conjunction with retention of a Character House existing on the site as of January 16, 2018, that contains no housekeeping or sleeping units.”;

(ii) striking the footnote:

“¹ [other than as provided for in Section 2.2.DW of this Schedule]”;

(iii) adding:

- “• Infill existing on the site as of January 16, 2018.”

after

- “• Infill in conjunction with retention of a Character House existing on the site as of January 16, 2018”;

(iv) adding:

- “• Multiple Conversion Dwelling (other than as provided for in section 2.2.DW of this Schedule) existing on the site as of January 16, 2018, provided that:

- (a) additions shall be in keeping with the character of the building, and,
- (b) no housekeeping or sleeping units shall be created.”

after

- “• Multiple Conversion Dwelling (other than as provided for in section 2.2.DW of this Schedule), in conjunction with retention of a Character House existing on the site as of January 16, 2018, that contains no housekeeping or sleeping units.”;

(b) strikes out Section 4.18.1 and substitutes:

"4.18.1 For a site which meets the minimum site area requirement for a Multiple Dwelling, or a site with a Character House, the total number of dwelling units shall not exceed 74 units per hectare, including lock-off units and secondary suites, except where the calculation of dwelling units per hectare results in a fractional number, in which case, the nearest whole number shall be taken and one-half shall be rounded up to the next nearest whole number."; and

(c) adds, in numerical order:

"4.18.2 For all other sites, the total number of dwelling units shall not exceed 2, excluding lock-off units and secondary suites."

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

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

(b) in section 5.2, strikes out:

"The Director of Planning or the Development Permit Board, as the case may be, may relax the minimum site area requirements of this Schedule with respect to any of the following developments where the Director of Planning or the Development Permit Board considers the development site to consist of locked-in lots and provided the Director of Planning or the Development Permit Board also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council."

and substitutes:

"The Director of Planning may relax the minimum site area requirements of this Schedule with respect to any of the following developments where the Director of Planning considers the development site to consist of locked-in lots and provided the Director of Planning also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council."

5. In Section 4.15.1 of the RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule, Council strikes "RM-8N District" and substitutes "RM-8N and RM-8AN Districts".

6. In the RM-12N District Schedule Council:

(a) amends Section 5.1 (a) by striking out:

- "(iii) side yards with a minimum width of 2.1 m; and
- (v) a rear yard with a minimum depth of 6.1 m;";

(b) amends Section 5.1 (a)(i) by adding "and" at the end of the sentence;

(c) amends Section 5.1 (a)(ii) by striking out ";" and substituting ".";

(d) amends Section 5.1 (b) by striking out:

- "(iii) side yards with a minimum width of 2.1 m; and
- (iv) a rear yard with a minimum depth of 6.1 m;";

(e) amends Section 5.1 (b)(i) by adding "and" at the end of the sentence; and

(f) amends Section 5.1 (b)(ii) by striking out ";" and substituting ".".

7. In Section 3.2.1.S [Service] of the FC-2 District Schedule, Council adds:

"• Short Term Rental Accommodation."

8. In the HA-1 and HA-1A District Schedule, Council renumbers 5.6 as 5.5.

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

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

ENACTED by Council this _____ day of _____, 2019

Mayor

City Clerk

EXPLANATION

**A By-law to amend Sign By-law No.11879
regarding site specific regulations and housekeeping**

At the Public Hearing on July 9, 2019, Council resolved to amend the Sign By-law No.11879 regarding site specific regulations and housekeeping amendments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2019

HC.

BY-LAW NO.

**A By-law to amend Sign By-law No.11879
Regarding site specific regulations and housekeeping**

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

1. This by-law amends the indicated provisions of Sign By-law No. 11879.
2. Council strikes Section 9.25 and substitutes:

"9.25 Site Specific Regulations

Despite anything to the contrary in this by-law, the following site specific signs are permitted in the Commercial, Mixed Use and Industrial Sign District:

- (a) 1181 Seymour Street (Vancity Theatre)
A projecting sign that may include third party advertising;
- (b) 700 Hamilton Street (CBC Building)

In the block bounded by Cambie, Georgia, Hamilton and Robson Streets:

- (i) one free-standing sign adjacent to the corner of Robson Street and Hamilton Street that:
 - A. has a copy area with a vertical dimension no greater than 0.31 m,
 - B. is no more than 3.7 m in height,
 - C. has a logo no more than 0.135 m² in sign area,
 - D. may be within 25 m of a residential use, and
 - E. may be on the same frontage of the site as a projecting sign that identifies the same occupant;
- (ii) one electronic message sign that is a fascia sign, at the level of the first storey and facing Cambie Street, that:
 - A. may have a copy area that is 100% of the sign area, and
 - B. may operate 24 hours a day;
- (iii) one electronic message sign that is a fascia sign facing Georgia Street that may have a copy area that is 100% of the sign area;
- (iv) one double sided electronic message sign that:
 - A. is a free-standing sign,
 - B. is on the Hamilton Street frontage,
 - C. has a copy area no greater than 2.9 m² on each side of the sign,
 - D. may be within 45 m of another free-standing sign, measured along the frontage of the site,
 - E. may operate 24 hours a day, and
 - F. may be on the same frontage of the site as a projecting sign that identifies the same occupant; and

- (v) one electronic video sign, that:
 - A. is a projecting sign,
 - B. is on the second storey,
 - C. has a sign area no greater than 15 m²,
 - D. may include third party advertising,
 - E. may be perpendicular to the building face,
 - F. may project more than 3.0 m from the building face,
 - G. may have a copy area that is 100% of the sign area,
 - H. may be on the same frontage of the site as a free-standing sign that identifies the same occupant, and
 - I. may operate 24 hours a day;

(c) 639 Commercial Drive (CD-1(514)) (York Theatre)

On the site zoned (CD-1 (514)):

- (i) two electronic message signs, that:
 - A. are canopy signs,
 - B. are above the main entrance on Commercial Drive,
 - C. are within 30 m of a dwelling unit,
 - D. have a copy area with a vertical dimension no greater than 0.686 m,
 - E. have a copy area no greater than 2.4 m²,
 - F. are no more than 3.81 m in height,
 - G. may include the name of a corporate sponsor if the name does not exceed 50% of the copy area,
 - H. must have the illumination of the electronic copy reduced by 25% at dusk, and
 - I. must be turned off between 11 p.m. and 8 a.m.;
- (ii) one fascia sign, that:
 - A. is at the level of the parapet facing Commercial Drive,
 - B. has a vertical dimension no greater than 1.4 m,
 - C. has a sign area no greater than 7.8 m²,
 - D. does not extend beyond the top of the parapet,
 - E. may include the name of a corporate sponsor if the name does not exceed 20% of the copy area,
 - F. is illuminated only between dusk and 11 p.m., and
 - G. is not backlit;

(d) 162 West 1 Avenue (CD-1 (462)) (BMO Theatre Centre)

On the site zoned (CD-1 (462)) one canopy sign, that:

- (i) is within 30 m of a dwelling unit,
- (ii) projects less than 1.0 m from the building face, and
- (iii) may be illuminated, except between 11 p.m. and 8 a.m.;

(e) 520 West Georgia Street (CD-1 (525)) (Telus Garden)

On the site zoned (CD-1 (525)) one electronic video sign that:

- (i) is a retractable screen sign,
- (ii) is on the west face of the building,
- (iii) has a vertical dimension no greater than 7.5 m,

- (iv) is no more than 11 m wide,
- (v) is no more than 67.7 m in height,
- (vi) may include a logo or slogan containing first party advertising with a copy area no greater than 8.25 m²,
- (vii) has a luminance no greater than 330 nits,
- (viii) is not in use between 11 p.m. and 7 a.m.,
- (ix) is retracted when not in use, and
- (x) may contain sign copy that advertises, promotes or directs attention to businesses, goods or services, matters or activities pertaining to a civic, artistic or cultural institution, society, event or purpose not located on the site.

9.26 Site Specific Regulations for Higher Buildings Policy Sites

Despite anything to the contrary in this by-law, the following site specific signs for Higher Buildings Policy sites are permitted in the Commercial, Mixed Use and Industrial Sign District:

- (a) 1001 Hornby Street (CD-1 (386)) (Sheraton Vancouver Wall Centre)
A fascia sign on the site zoned CD-1 (386) that is no more than 107 m in height;
- (b) 1128 West Hastings Street (CD-1 (409)) (Marriott Pinnacle Hotel)
A fascia sign on the site zoned CD-1 (409) that is no more than 107 m in height;
- (c) 801 West Georgia Street (CD-1 (413)) (Rosewood Hotel Georgia)
A fascia sign on the site zone CD-1 (413) that is no more than 137 m in height;
- (d) 1120 West Georgia Street (CD-1 (426)) (Shangri-la Hotel)
A fascia sign on the site zoned CD-1 (426) that is no more than 137 m in height;
- (e) 1133 West Georgia Street (CD-1 (446)) (Trump Tower)
A fascia sign on the site zoned CD-1 (446) that is no more than 137 m in height;
- (f) 1412-1480 Howe Street, 1429 Granville Street, and 710 Pacific Street (CD-1 (580)) (Vancouver House)
A fascia sign on the site zoned CD-1 (580) that is no more than 68.6 m in height;
- (g) 1229-1281 Hornby Street (CD-1 (588)) (Burrard Gateway)
A fascia sign on the site zoned CD-1 (588) that is no more than 91.4 m in height;
- (h) 1133-1155 Melville Street (CD-1 (722))
A fascia sign on the site zoned CD-1 (722) that is no more than 137 m in height."

EXPLANATION

8

**A By-law to amend
CD-1 (579) By-law No. 11010**

Following the public hearing on July 9, 2019, Council resolved to amend CD-1 (579) By-law No. 11010 regarding the addition of "Manufacturing - Brewing or Distilling" as an allowable use limited to 650 m². 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
July 23, 2019

He.

9

EXPLANATION

Authorization to enter into a Housing Agreement Re: 1555 Robson Street

On February 6, 2019, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Arts, Culture and Community Services, prior to the issuance of a Development Permit. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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
July 23, 2019

He.

1555 Robson Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 1555 Robson Street**

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

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

No PID

Lot 1 Block 43 District Lot 185 Group 1 New
Westminster District Plan EPP91352

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)

Andrea Shaw, TERRA LAW CORPORATION
 Suite 2800 - 650 West Georgia Street

Phone 604-628-8975
 Client No. 12544 Doc No. 1176634
 File No. 503054
 Housing Agreement and Building Use Covenant

Vancouver BC V6B 4N7

Deduct LTSA Fees? Yes

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

LOT 1 BLOCK 43 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER
 DISTRICT PLAN EPP91352

STC? YES

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant
 Priority Agreement

S. 219 Covenant / Entire Instrument
 Page 18

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

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

(b) Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

1135952 B.C. LTD. (INCORPORATION NO. BC1135952)
 ROMSPEN INVESTMENT CORPORATION (REGISTRATION NO. A0067154)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

BRITISH COLUMBIA
 CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Nicholas Coaulleh
 Barrister & Solicitor
 Terra Law Corporation
 Suite 2800 - 650 West Georgia St.
 Vancouver, BC V6B 4N7
 604-628-8989

Execution Date

Y	M	D
19	07	12

Transferor(s) Signature(s)

1135952 B.C. LTD., by its
 authorized signatory(ies):

Name: Chao Tai Liang

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Y	M	D
19		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER, by its
authorized signatory:

Name: _____

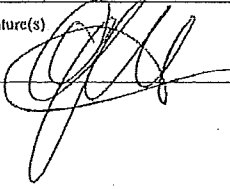
OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



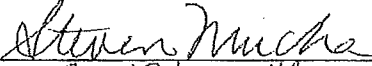
JOEL MICKELSON
Barrister & Solicitor
162 Cumberland Street, Suite 300
Toronto ON M5R 3N6
Direct Line: 416.928.4870

Execution Date

Y	M	D
19	07	09

Transferor / Borrower / Party Signature(s)

ROMSPEN INVESTMENT CORPORATION, by its authorized signatory(ies):


Name: STEVEN MUCHA
AUTHORIZED SIGNING OFFICER

Name:

OFFICER CERTIFICATION:

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

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

1555 Robson Street

WHEREAS:

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

- (i) the Transferor, 1135952 B.C. LTD., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to the corporate entity continued under the *Vancouver Charter* and "Vancouver" when referring to geographic location;

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

C. The Owner made an application for a development permit pursuant to Development Application DP-2018-00589 (the "Development Application") to develop the Lands to construct thereon a 28-storey mixed use building containing retail on the ground floor, office on levels 2 and 3, 24 Social Housing units on levels 2 to 7 and 153 market dwelling units on levels 8 to 28, all over 5 levels of underground parking with vehicular access from the lane, which application was approved by the Development Permit Board in principle subject to, *inter alia*, fulfilment of the following condition prior to issuance of the Development Permit:

"A.1.23 make arrangement to the satisfaction of the Director of Legal Services and the General Manager of Arts, Culture and 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; and,*
- (iv) a requirement that all units comply with the definition of "social housing" in the applicable DCL By-law."*

(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) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "City" and "City of Vancouver" are defined in Recital A(i);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been fully executed and delivered by all parties to it;
- (f) "Development" means the development on the Lands described in Recital C and approved by the Development Permit;
- (g) "Development Application" has the meaning set out in Recital C;
- (h) "Development Permit" means a development permit issued by the City at any time following the Commencement Date authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application;
- (i) "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;
- (j) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) "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;
- (l) "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 may be approved by the General Manager of Arts, Culture and Community Services);

- (m) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) "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;
- (o) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) "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, provided, however, that if the Lands and the New Building 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 "New Building" will thereafter mean only the part of the New Building within the legal parcel(s) against which it remains registered;
- (q) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of the New Building, development or partial development on the Lands;
- (r) "Owner" means the registered owner of the Lands as of the Commencement Date, namely 1135952 B.C. Ltd., and includes all of its successors, assigns and successors in title to the Lands or a portion of the Lands; and if the Lands are subdivided by an air space subdivision plan, then "Owner" will thereafter refer to the respective owner of each such legal parcel against which this Agreement remains registered after subdivision, as applicable;
- (s) "Owner's Personnel" means any and all of the officers, employees, agents, nominees, delegates, permittees, contractors and subcontractors of the Owner;
- (t) "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 arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (u) "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;
- (v) "*Residential Tenancy Act*" means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (w) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law (By-law No. 9755), namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (x) "Social Housing Air Space Parcel" means an air space parcel in the New Building or the remainder parcel which will contain the Social Housing Units;
- (y) "Social Housing Condition" has the meaning ascribed to that term in Recital C;
- (z) "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;
- (aa) "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 after the date on which the final Occupancy Permit is issued for the New Building;
- (bb) "Vancouver" has the meaning ascribed in Recital A(ii); and
- (cc) "*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.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto in force on the Commencement Date, 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) if it carries out any development on the Lands after the Commencement Date, it will design, construct, equip and finish within the New Building the Social Housing Air Space Parcel which will contain such number of Dwelling Units as approved in the Development Permit, all of which will 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;

- (c) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will be used only in a manner that ensures their continued compliance with the definition of Social Housing;
- (d) throughout the Term not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be used for the purpose of providing Social Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit (or Replacement Social Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the New Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit (or Replacement Social Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be

entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) throughout the Term, 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 (or Replacement Social Housing Unit, as applicable) for a term of less than one month at a time;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Social Housing Units (or Replacement Social Housing Units, as applicable) 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;

provided, however, that notwithstanding the foregoing, following subdivision of the Lands and the New Building by air space parcel subdivision in accordance with Article 3, the Owner of each parcel will become responsible only for insuring, managing and maintaining the units in its parcel, and the definition of New Building will thereupon be amended to apply only to that portion of the New Building within each such parcel.

ARTICLE 3 SUBDIVISION OF THE LANDS AND THE NEW BUILDING

3.1 Air Space Subdivision. Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision plan, to enable:
 - (i) all of the Social Housing Units to be contained within the Social Housing Air Space Parcel; and
 - (ii) other components of the Development to be contained within one or more other air space parcel(s) or a remainder parcel;
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Social Housing Air Space Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Air Space Parcel, and the City will on request of the Owner

execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:

- (i) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (ii) the City will have a reasonable amount of time to execute and return any such discharge; and
- (iii) the preparation and registration of any such discharge will be without cost to the City.

- 3.2 Partial Discharge. Notwithstanding anything else contained herein, following the subdivision and partial discharge contemplated in Section 3.1, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to the Social Housing Air Space Parcel and this Agreement and the obligations and restrictions contained herein will not apply to any other portion of the Lands.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect, in form and content 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 criteria applicable to the Social Housing Units as set out in the Development Permit; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a).
- 4.2 Without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any

Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units (or Replacement Social Housing Units, as applicable). 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 6
ENFORCEMENT**

- 6.1 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 7
RELEASE AND INDEMNITY**

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
- (i) by reason of the City or City Personnel:
- A. 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, other than wrongful intentional acts 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 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior written consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.2(b); and

- (c) Regardless of whether the claim is being defended under Section 7.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a

timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 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 8 NOTICES

- 8.1 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:

1135952 B.C. Ltd.
#550 - 601 West Broadway
Vancouver, BC
V5Z 4C2

Attention: John Liang

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 9
MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. Subject to ARTICLE 3, 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.
- 9.2 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.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a

waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the Director of Legal Services, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the applicable obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the Director of Legal Services, over its mortgage).
- 9.9 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.
- 9.10 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City

whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

- 9.11 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.
- 9.12 No Liability. Notwithstanding any other term or provision of this Agreement, and subject to the Owner causing a purchaser / transferee to enter into an assumption agreement with the City in accordance with Section 9.8, the parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgages registered under numbers CA6400198 and CA6607311 and the Assignments of Rents registered under numbers CA6400199 and CA6607312;
- (b) "Existing Chargeholder" means ROMSPEN INVESTMENT CORPORATION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION

**A By-law to amend the Parking By-law
Re: 650 West 41st Avenue, 625 West 45th Avenue,
635-659 West 45th Avenue and 688 Fairchild Road,
5926 Tisdall Street, 5976 Tisdall Street,
6026 Tisdall Street and 6076 Tisdall Street**

Following Public Hearing on March, 10, 11 and 14, 2014, Council resolved to add certain properties to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 23, 2019

HC.

650 West 41st Avenue,
625 West 45th Avenue,
635-659 West 45th Avenue and 688 Fairchild Road,
5926 Tisdall Street,
5976 Tisdall Street,
6026 Tisdall Street and
6076 Tisdall Street

BY-LAW NO.

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

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

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

Address	By-law No.	CD-1 No.	Parking Requirements
650 West 41st Avenue	12271	CD-1 (1)	<p>Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that:</p> <p>(a) there shall be a minimum of 0.40 residential parking spaces per dwelling unit plus one space for each 285 m² of gross floor area and a maximum of 0.55 residential parking spaces per dwelling unit plus one space for each 220 m² of gross floor area;</p> <p>(b) the General Manager of Planning and Development Services or General Manager of Engineering Services may allow for substitution of shared vehicles and shared vehicle parking spaces for required parking spaces at a ratio of 1:5, on conditions satisfactory to that city official; and</p> <p>(c) Class A residential loading spaces shall be provided at a rate of 0.01 space per dwelling unit up to and including 300 dwelling units and at a rate of 0.008 space per dwelling unit for any number of units greater than 300 units.</p>

625 West 45 th Avenue	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every six dwelling units.
635-659 West 45 th Avenue and 688 Fairchild Road	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every 67.35 m ² of gross floor area of residential use.
5926 Tisdall Street	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every six dwelling units.
5976 Tisdall Street	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every six dwelling units.
6026 Tisdall Street	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every six dwelling units.
6076 Tisdall Street	12273	CD-1 (713)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 19, 2018, except that there shall be a minimum of one space for every six dwelling units.

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.

EXPLANATION

**A By-law to amend the Noise Control By-law
Re: 650 West 41st Avenue**

Following Public Hearing on March, 10, 11 and 14, 2014, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 9, 2019

AG.

650 West 41st Avenue

BY-LAW NO.

**A By-law to amend
Noise Control By-law No. 6555**

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule A (Activity Zone) by striking out:

"

CD #	By-law #	Approximate Location
1	3568	5733 Cambie

"

and substituting:

"

CD #	By-law #	Approximate Location
1	12271	650 West 41st Avenue

"

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