

**EXPLANATION****A By-law to amend Parking Meter By-law No. 2952  
regarding updates to one-way car sharing metered parking policy**

Following the Council Meeting on February 25, 2020, Council resolved to amend the Parking Meter By-law No. 2952 regarding updates to one-way car sharing parking policy related to metered parking. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
March 10, 2020

**BY-LAW NO.**

**A By-law to amend Parking Meter By-law No. 2952  
regarding updates to one-way car sharing metered parking policy**

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. Council strikes out section 6(1)(d) and replaces it with:

“(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:

(i) 65% of the metered parking charges for parking time that is less than the parking time limit, and

(ii) 100% of the metered parking charges for parking time that exceeds the parking time limit.

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.”.

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

ENACTED by Council this      day of      , 2020

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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 one-way car sharing metered parking policy  
effective January 1, 2021**

Following the Council Meeting on February 25, 2020, Council resolved to amend the Parking Meter By-law No. 2952 regarding updates to one-way car sharing parking policy related to metered parking. Enactment of the attached By-law which is to come into force and take effect on January 1, 2021 will implement Council's resolution.

Director of Legal Services  
March 10, 2020

**BY-LAW NO.**

**A By-law to amend Parking Meter By-law No. 2952  
regarding updates to one-way car sharing metered parking policy**

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. Council strikes out section 6(1)(d) and replaces it with:
  - “(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.”.
3. This By-law is to come into force and take effect on January 1, 2021.

ENACTED by Council this      day of      , 2020

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Mayor

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City Clerk

**EXPLANATION****A By-law to designate certain real property  
as protected heritage property**

At a Public Hearing on February 25, 2020, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 3495-3505 Commercial Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
March 10, 2020

3495-3505 Commercial Street  
(Broadhurst and Whitaker Block)

**BY-LAW NO.**

**A By-law to designate certain real property  
as protected heritage property**

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

1. Council considers that the real property described as:

Structure and exterior  
envelope and exterior  
building materials of  
the heritage building  
(Broadhurst and  
Whitaker Block)

3495-3505  
Commercial Street,  
Vancouver, B.C.

Lots 45 and 46, Except the  
West 3 Feet Now Lane,  
District Lot 751, Plan 1201  
PIDs: 014-894-424 and  
014-894-441, respectively

has heritage value or heritage character, and that its designation as protected heritage property is necessary or desirable for its conservation.

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

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

ENACTED by Council this                      day of                      , 2020

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Designation of an area described as  
Downtown Vancouver as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 26, 2020 to re-designate (renew) Downtown Vancouver as a business improvement area with a 10-year funding ceiling of \$64,109,527.00 for a further term from April 1, 2020 to March 31, 2030.

Director of Legal Services  
March 10, 2020

**BY-LAW NO.**

**A By-law to Designate a Business Improvement Area  
in that area of the City known as Downtown Vancouver**

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

1. The name of this By-law, for citation, is the “2020 Downtown Vancouver BIA Designation By-law”.
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council, from time to time, grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$64,109,527.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2020, and is to expire and have no further force or effect after March 31, 2030.

ENACTED by Council this                      day of                      , 2020

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Mayor

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City Clerk





## Downtown Vancouver BIA



**EXPLANATION****2020 Grant Allocation By-law  
Downtown Vancouver Business Improvement Association**

Following a Court of Revision held on February 11, 2020, Council passed a resolution on February 26, 2020 which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Downtown Vancouver, for a term of ten (10) years. Enactment of the attached by-law, after the enactment of the 2020 Downtown Vancouver BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 10, 2020

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

**A By-law to Grant Money for a Business Promotion Scheme  
in the Downtown Vancouver Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2020 Downtown Vancouver Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Downtown Vancouver Business Improvement Association;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Downtown Vancouver Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Downtown Vancouver Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31<sup>st</sup> of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30<sup>th</sup> of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,

by the end of the fiscal year;

- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (p) notice of a general meeting:
  - (i) if sent to owners by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;

- (q) the quorum at a general meeting must be 15 persons present in person or by proxy, provided that no fewer than eight members be present in person;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2020, and is to expire and have no further force or effect after March 31, 2030.

ENACTED by Council this                      day of                      , 2020

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Designation of an area described as  
Mount Pleasant Expansion #2 Business Improvement Area  
as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of February 26, 2020 to designate the Mount Pleasant Expansion #2 Business Improvement Area as a business improvement area with a one year funding ceiling of \$179,886.00 for the term April 1, 2020 to March 31, 2021, and with common administration along with the Mount Pleasant Business Improvement Area and Mount Pleasant Expansion Business Improvement Area by the Mount Pleasant Commercial Improvement Society.

Director of Legal Services  
March 10, 2020

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

**A By-law to Designate a Business Improvement Area  
in that area of the City known as Mount Pleasant**

**PREAMBLE**

Council has already designated two adjacent areas of the city as the "Mount Pleasant Business Improvement Area" and the "Mount Pleasant Expansion Business Improvement Area" by by-laws that are to expire on March 31, 2021.

The intent is that the Mount Pleasant Expansion Area #2 Business Improvement Area designated under this By-law will expire on March 31, 2021 at the same time as the two existing adjacent business improvement area by-laws, to allow for possible consolidation of all three business improvement areas under one designation when their terms expire.

Council acknowledges that the Mount Pleasant Commercial Improvement Society is to include members from the Mount Pleasant Business Improvement Area, the Mount Pleasant Expansion Business Improvement Area, and the Mount Pleasant Expansion #2 Business Improvement Area, and is to administer the business promotion schemes for the three areas as one.

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

1. The name of this By-law, for citation, is the "Mount Pleasant Expansion #2 Business Improvement Area Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council from time to time grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$179,886.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2020, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Mayor

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



### Mount Pleasant Expansion #2 BIA

**EXPLANATION****Grant Allocation By-law  
Mount Pleasant Commercial Improvement Society**

Following a Court of Revision held on February 11, 2020, Council passed a resolution on February 26, 2020 which included an instruction to bring forward the necessary grant allocation by-law for the business improvement area in an area generally described as Mount Pleasant Expansion #2, for a term of one (1) year. Enactment of the attached By-law, after the enactment of the Mount Pleasant Expansion #2 Business Improvement Area Designation By-law, will accomplish Council's resolution.

Director of Legal Services  
March 10, 2020

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

**A By-law to Grant Money for a Business Promotion Scheme  
in the Mount Pleasant Expansion #2 Business Improvement Area**

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

1. The name of this By-law, for citation, is the “Mount Pleasant Expansion #2 Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Mount Pleasant Commercial Improvement Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Mount Pleasant Expansion #2 Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Mount Pleasant Expansion #2 Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31<sup>st</sup> of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30<sup>th</sup> of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
  - (i) have sufficient funds to pay all its debts, and
  - (ii) insofar as possible, pay all its debts,

by the end of the fiscal year;

- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;
- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
  - (i) in the amount of at least \$5,000,000.00,
  - (ii) with a maximum deductible of \$5,000.00,
  - (iii) naming the city as an additional named insured,
  - (iv) containing a cross coverage provision, and
  - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;

- (p) notice of a general meeting:
  - (i) if sent to owners by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
  - (ii) may be given to owners, tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
  - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be 15 persons present in person or by proxy, provided that no fewer than eight members be present in person;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
  - (i) a declaration of meeting, and
  - (ii) in the case of an annual general meeting, a list of directors; and
- (s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2020, and is to expire and have no further force or effect after March 31, 2021.

ENACTED by Council this                      day of                      , 2020

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Mayor

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City Clerk

**EXPLANATION**

**By-law to amend  
Zoning and Development By-law No. 3575 to rezone an area to CD-1  
re: 5809-5811 Main Street (198 Ontario Place)**

Following the Public Hearing on July 17, 2018, Council gave conditional approval to the rezoning of the site at 5809-5811 Main Street (198 Ontario Place). The Director of Legal Services 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  
March 10, 2020

5809-5811 Main Street (198 Ontario Place)

**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-741 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (740).

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

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Cultural and Recreational Uses, limited to Club; and
- (c) Accessory uses customarily ancillary to the uses permitted in this section.

**Conditions of use**

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, of which:
    - (i) at least 25% of the total dwelling units must be two-bedroom units, and
    - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
  - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".



## **Floor area and density**

4.1 Computation of floor space ratio must assume that the site area is 621.1 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 1.62.

4.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the building.

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total floor area of all such exclusions must not exceed 12% of permitted floor area;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 20% of the total permitted floor area.

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

## **Building height**

5. Building height, measured from base surface, must not exceed 14.1 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 from 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 of 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 6.1 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 (740).

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 m<sup>2</sup>.

## **Acoustics**

7. A development permit application for dwelling uses must include an acoustical report prepared by a licensed professional acoustical engineer demonstrating that the noise levels in those portions of the dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

<b>Portions of dwelling units</b>	<b>Noise levels (Decibels)</b>
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      , 2020

Mayor

City Clerk

# Schedule A



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 3281 – 3295 E 22<sup>nd</sup> Avenue**

After the Public Hearing on May 15, 2018, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Community Services, prior to enactment of the CD-1 By-law. 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  
March 10, 2020

3281 – 3295 E 22<sup>ND</sup> Avenue

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 3281 – 3295 E 22<sup>nd</sup> Avenue**

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

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

006-779-514

Lot 13 Block K Section 42 Town of Hastings Suburban  
Lands Plan 11660

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                      , 2020

---

Mayor

---

City Clerk

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

1582851073 PAGE 1 OF 20 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

**JADE BUSINESS LAW****BARRISTER & SOLICITOR****#950-777 HORNBY STREET****VANCOUVER****BC V6Z 1S4**

TEL: 604-688-9810

FILE: 0236-001/Peak

File No.: LS-18-01837-003 (Housing Agt.)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

**006-779-514****LOT 13 BLOCK K SECTION 42 TOWN OF HASTINGS SUBURBAN LANDS  
PLAN 11660**STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

(a) ☐ Filed Standard Charge Terms D.F. No.(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**PEAK REAL ESTATE MARKETING LTD., INC. NO. BC0709872****VANCOUVER CITY SAVINGS CREDIT UNION, INC. NO. FI-97 (AS TO PRIORITY)**

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

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

7. ADDITIONAL OR MODIFIED TERMS:

**N/A**

8. EXECUTION(S): This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and 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)

NORMAN Q. CHOW  
Barrister & Solicitor / Notary Public for B.C.  
Suite 950 - 777 Hornby Street  
Vancouver, B.C. V6Z 1S4  
604-818-9888

Execution Date		
Y	M	D
20	02	28

Transferor(s) Signature(s)

PEAK REAL ESTATE MARKETING  
LTD., by its authorized  
signatory(ies):

Print Name:

Print Name:

## OFFICER CERTIFICATION:

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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 2 of 20 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
20		
20	03	02

CITY OF VANCOUVER, by its  
authorized signatory:

*Anh Doan*

Anh Doan  
A Commissioner for Taking  
Affidavits for British Columbia  
Vancouver City Savings Credit Union  
5th Floor, 183 Terminal Avenue  
Vancouver, B.C. V6A 4G2  
Phone: 604-877-6537  
Expiry Date: May 31, 2022  
As to ALL signatures

VANCOUVER CITY SAVINGS CREDIT  
UNION, by its authorized signatory(ies):

*Abby Petaez*  
Print Name: **Abby Petaez**  
Loan Security Coordinator  
Community Business & Investment

Print Name:

**OFFICER CERTIFICATION:**

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



**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 3 OF 20 PAGES

**NATURE OF INTEREST**  
**Covenant****CHARGE NO.****ADDITIONAL INFORMATION**  
**Entire Instrument****NATURE OF INTEREST**  
**Priority Agreement****CHARGE NO.****ADDITIONAL INFORMATION**  
**granting the above Covenant priority over Mortgage**  
**CA5035044 and Assignment of Rents CA5035045****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**FOR-PROFIT AFFORDABLE RENTAL HOUSING**

**3281 - 3295 E 22<sup>nd</sup> AVENUE**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
  - I. the Transferor, PEAK REAL ESTATE MARKETING LTD., is called the “Owner”, as more particularly defined in Section 1.1(t); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered owner of the Lands and is authorized to enter into this Agreement;
- C. The Owner made an application to rezone the Lands (the “Rezoning Application”) from C-1 (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a six-storey mixed-use building containing commercial uses at grade and 55 secured for-profit affordable rental housing units above 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 condition that, prior to enactment of the rezoning by-law (upon enactment, the “Rezoning By-law”), the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the Vancouver Charter securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the DCL By-law and pursuant to Section 565.2 of the Vancouver Charter and Section 219 of the Land Title Act, agree as follows, in respect of the use of the Lands and the New Building:

**ARTICLE 1**  
**DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
  - (a) “Agreement” means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"DCL By-law"** means *Vancouver Development Cost Levy By-law No. 9755*;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those Housing Units, provided, however, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the DCL By-law;
- (k) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (l) **"For-Profit Affordable Rental Housing Units Parcel"** has the meaning ascribed to that term in Section 7.1(a);
- (m) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Community Services Department and his/her successors in function and their respective nominees;
- (n) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (p) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (q) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (s) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely PEAK REAL ESTATE MARKETING LTD., and its successors and permitted assigns;
- (u) **"Related Person"** means, where the registered or beneficial owner of the Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;

- (x) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (y) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (z) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (aa) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (bb) **"Vancouver"** has the meaning ascribed to that term 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. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) **Legislation.** Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute,

by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

**2.1 Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) if it carries out any development on the Lands after the Effective Date, it will construct, fit and finish, at its sole cost and expense, all Housing Units in the New Building as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the “**For-Profit Affordable Rental Housing Units**”) in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a “**Replacement For-Profit Affordable Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing units, as applicable) will have two or more bedrooms and be designed to meet the City’s “High Density Housing for Families with Children Guidelines”;
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the Residential Tenancy Act applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement

For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 9.7;

- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 7;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;

- (m) the average initial starting monthly rents for each For-Profit Affordable Rental Housing Unit type will be at or below the following proposed starting rents, subject to adjustment as contemplated by the DCL By-law, including without limitation Section 3.1B(c) of the DCL By-Law:

Unit Type	3281 - 3295 East 22 <sup>nd</sup> Avenue - Proposed Average Starting Rents
Studio Units	\$1,380
One-Bedroom	\$1,698
Two-Bedroom	\$2,440
Three-Bedroom	\$2,920

- (n) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such For-Profit Affordable Rental Housing Unit will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (o) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), for the duration of the original 60 years in accordance with the terms of this Agreement and the applicable by-laws of the City.

### ARTICLE 3 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
- (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Community Services confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy



Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued; and

- (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

#### ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) 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 until such time as the Owner has delivered, to the satisfaction of the General Manager of Community Services:
    - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing; and
    - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City;
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

#### ARTICLE 5 RECORD KEEPING

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

to the satisfaction of the General Manager of Community Services. At the request of the General Manager of Community Services, from time to time, the Owner will:

- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

## ARTICLE 6 RELEASE AND INDEMNITY

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

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
    - (B) withholding any permit pursuant to this Agreement; or
    - (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
  - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
  - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and

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

## 6.2 Conduct of Proceedings.

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

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

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

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

**ARTICLE 7  
SUBDIVISION OF THE LANDS**

**7.1 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 and the New Building by the deposit of an air space subdivision plan, provided that all the For-Profit Affordable Rental Housing Units will thereafter be contained within a single air space parcel or within the remainder parcel (the "For-Profit Affordable Rental Housing Units Parcel"); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the For-Profit Affordable Rental Housing Units Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any parcel other than the For-Profit Affordable Rental Housing Units 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) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units, or in respect of the For-Profit Affordable Rental Housing Units Parcel, pursuant to this Agreement;
  - (ii) 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;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

**ARTICLE 8  
NOTICES**

**8.1 Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

(b) if personally delivered, on the date when delivered.

(i) If to the City, addressed to:

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

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

(ii) If to the Owner, addressed to:

**Peak Real Estate Marketing Ltd.**  
4069 West 39<sup>th</sup> Avenue  
Vancouver, BC V6M 3B1

Attention: Director

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

#### **ARTICLE 9 MISCELLANEOUS**

**9.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**9.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

- 9.3 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 9.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise

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

- 9.10 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

## SCHEDULE A

## RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate (\$)
R103	Residential - 2-bedroom	\$2,700
R201	Residential - 2-bedroom	\$2,150
R202	Residential - 3-bedroom	\$2,900
R203	Residential - 3-bedroom	\$2,825
R204	Residential - 1-bedroom	\$1,575
R205	Residential - Studio	\$1,330
R206	Residential - Studio	\$1,330
R207	Residential - 3-bedroom	\$2,875
R208	Residential - 2-bedroom	\$2,350
R209	Residential - Studio	\$1,350
R210	Residential - 3-bedroom	\$2,920
R211	Residential - 1-bedroom	\$1,680
R212	Residential - Studio	\$1,500
R301	Residential - 2-bedroom	\$2,150
R302	Residential - 3-bedroom	\$2,920
R303	Residential - 3-bedroom	\$2,900
R304	Residential - 1-bedroom	\$1,625
R305	Residential - Studio	\$1,380
R306	Residential - Studio	\$1,380
R307	Residential - 3-bedroom	\$2,900
R308	Residential - 2-bedroom	\$2,375
R309	Residential - 3-bedroom	\$2,920
R310	Residential - 2-bedroom	\$2,625
R401	Residential - 1-bedroom	\$1,698
R402	Residential - 2-bedroom	\$2,375
R403	Residential - 2-bedroom	\$2,440
R404	Residential - 1-bedroom	\$1,698
R405	Residential - Studio	\$1,410
R406	Residential - Studio	\$1,415
R407	Residential - 3-bedroom	\$2,920
R408	Residential - 2-bedroom	\$2,575
R409	Residential - 3-bedroom	\$2,920
R410	Residential - 2-bedroom	\$2,750
R501	Residential - 1-bedroom	\$1,698
R502	Residential - 1-bedroom	\$1,698



Unit #	Bedroom Type	Starting Monthly Rental Rate (\$)
R503	Residential - 2-bedroom	\$2,350
R504	Residential - 1-bedroom	\$1,698
R505	Residential - Studio	\$1,450
R506	Residential - Studio	\$1,450
R507	Residential - 3-bedroom	\$2,920
R508	Residential - 1-bedroom	\$1,698
R509	Residential - Studio	\$1,100
R510	Residential - 2-bedroom	\$2,578
R511	Residential - 1-bedroom	\$1,750
R601	Residential - 2-bedroom	\$2,375
R602	Residential - 2-bedroom	\$2,425
R603	Residential - Studio	\$1,425
R604	Residential - Studio	\$1,425
R605	Residential - 3-bedroom	\$2,920
R606	Residential - 1-bedroom	\$1,750
R607	Residential - 2-bedroom	\$2,375
R608	Residential - 1-bedroom	\$1,800

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means Mortgage CA5035044 and Assignment of Rents CA5035045;
- (b) **"Existing Chargeholder"** means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

**END OF DOCUMENT**

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1454 William Street**

The Director of Planning has required an amendment to the Development Permit issued to the land owner under permit no. DP-2017-00881 to require the development on the above noted property to be subject to a Housing Agreement to be entered into by the City and the land owner, securing one (1) housing unit therein as a rental housing unit for the longer of 60 years and the life of the building and on such other terms that are satisfactory to the Director of Legal Services and the General Manager of Arts, Culture and Community Services.

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

Director of Legal Services  
March 10, 2020

1454 William Street

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 1454 William 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:

013-708-325

Lot 1 Block 41 District Lot 264A Plans 399 and 1771

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                      , 2020

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Mayor

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City Clerk

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

1582570644 PAGE 1 OF 19 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

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

Synergy Business Lawyers LLP  
 Suite 2300, 925 West Georgia Street

Tel no.: 604-685-8186  
 File no.: 13447-00

Vancouver BC V6C 3L2

Deduct LTSA Fees? Yes ☒

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

**013-708-325 LOT 1 BLOCK 41 DISTRICT LOT 264A PLANS 399 AND 1771**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

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

(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**CITY OF VANCOUVER  
 453 WEST 12TH AVENUE**

VANCOUVER

V5Y 1V4

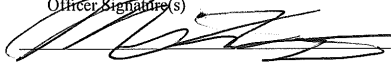
BRITISH COLUMBIA  
 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



**Mina Kim**  
*Barrister & Solicitor*  
 2300 - 925 West Georgia St.  
 Vancouver, B.C. V6C 3L2  
 Tel: 604.685.8186

Execution Date

Y	M	D
2000	02	25

Transferor(s) Signature(s)



**JONATHAN RICHARD STEWART**

**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

PAGE 2 of 19 PAGES

Officer Signature(s)



Mina Kim  
Barrister & Solicitor  
2300 - 925 West Georgia St.  
Vancouver, B.C. V6C 3L2  
Tel: 604.685.8186

Execution Date

Y	M	D
2020	02	25

Transferor / Borrower / Party Signature(s)



JING CHEN



Mina Kim  
Barrister & Solicitor  
2300 - 925 West Georgia St.  
Vancouver, B.C. V6C 3L2  
Tel: 604.685.8186

Y	M	D
2020	02	25



AUSTIN SHIH-CHU LEE

## OFFICER CERTIFICATION:

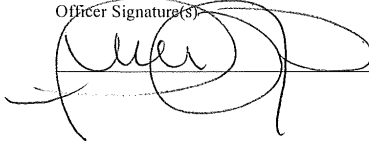
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

**LAND TITLE ACT  
FORM D**

**EXECUTIONS CONTINUED**

PAGE 3 of 19 PAGES

Officer Signature(s)



Arlana Heron  
A Commissioner for Taking  
Affidavits for British Columbia  
Suite 1300  
13450 - 102 Avenue  
Surrey, B.C. V3T 5X4  
Expiry Date: 31 May 2022

Execution Date

Y	M	D
20	02	24

Transferor / Borrower / Party Signature(s)

VANCOUVER CITY SAVINGS CREDIT  
UNION, INCORPORATION NO. FI 97  
IN TRUST, SEE BL51963 by its  
authorized signatory(ies):

  
\_\_\_\_\_  
Print Name

**Neil Chand**  
CLA - Team Manager

\_\_\_\_\_  
Print Name

**OFFICER CERTIFICATION:**

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





**LAND TITLE ACT  
FORM E****SCHEDULE**

PAGE 5 OF 19 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant

Entire Instrument

NATURE OF INTEREST  
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Granting the above Covenant priority over  
Mortgage CA4606644

page 19

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**LAND TITLE ACT  
FORM E**

**SCHEDULE**

**PAGE 6 OF 19 PAGES**

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

**5. TRANSFEROR(S)**

JONATHAN RICHARD STEWART  
CHARTERED ACCOUNTANT  
7244 GRANVILLE STREET  
VANCOUVER, BC  
V6P 4X9

JING CHEN  
FINANCIAL REPRESENTATIVE  
2276 TOLMIE STREET  
VANCOUVER, BC  
V6R 4C3

AUSTIN SHIH-CHU LEE  
FINANCIAL ADVISOR  
6408 SELMA AVENUE  
BURNABY, BC  
V5H 3R4

VANCOUVER CITY SAVINGS CREDIT UNION (INC. NO. FI 97), IN TRUST, SEE BL51963  
(AS TO PRIORITY)

TERMS OF INSTRUMENT - PART 2  
HOUSING AGREEMENT AND BUILDING USE COVENANT  
RENTAL HOUSING  
1454 WILLIAM STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, Jonathan Richard Stewart, Jing Chen and Austin Shih-Chu Lee, as tenants-in-common, are collectively called the “Owner”, as more particularly defined in Section 1.1(s); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The City has required an amendment to the Development Permit issued to the Owner of the Lands pursuant to Development Application DP-2017-00881 (the “**Development Application**”), which permitted the development of two (2) principle buildings on site, a two (2) storey plus basement multi family dwelling at the front containing three Dwelling Units and a two and a half storey one (1) family dwelling at the rear with attached two (2) standard stall car garage plus one (1) off-street small car surface parking providing a total of three (3) parking spaces at the rear having vehicular access from the lane (the “**Development**”), which amendment to the Development Permit requires that the Owner will include a Rental Housing Unit (defined herein) as one of the Dwelling Units and requires the Owner, as a condition to the amendment, to make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement securing one (1) Dwelling Unit in the New Building as a rental housing unit for the longer of 60 years and life of the New Building and the following additional conditions in respect of that unit:
- a) a no separate sales covenant;
  - b) a no stratification covenant;
  - c) that such unit will not be rented for less than one month at a time; and
  - d) such other terms and conditions as the General Manager of Arts, Culture and Community Services and the Director of Legal Services may in their sole discretion require; and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, 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 INTERPRETATION**

**1.1 Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Combined Strata Lot"** has the meaning set out in Section 6.1(a)(i);
- (g) **"Development"** has the meaning ascribed to it in Recital C;
- (h) **"Development Application"** has the meaning ascribed to it in Recital C;
- (i) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (k) **"Dwelling Unit"** means one or more habitable rooms, constituting a self-contained unit with a separate entrance, and used or intended to be used together for living and sleeping purposes for not more than one family and containing a separate and properly ventilated kitchen with a sink and cooking facilities and a bathroom with a water closet, wash basin and a bath or shower;
- (l) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (m) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;

- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (o) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished 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;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely Jonathan Richard Stewart, Jing Chen and Austin Shih-Chu Lee, as tenants-in-common and their respective successors and permitted assigns;
- (t) **"Partial Discharge"** has the meaning ascribed to it in Section 6.1(b);
- (u) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A);
- (v) **"Rental Disclosure Statement"** means a Rental Disclosure Statement in the prescribed form set out in the *Strata Property Act*;
- (w) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, provided that if the registered and beneficial owner of the Lands is an individual, the Dwelling Unit may be made available to a family member of such owner, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any

and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (x) **"Rental Housing Unit"** means one (1) Dwelling Unit of Rental Housing within the New Building upon its completion, as part of the Development, which unit will comply with the terms in this Agreement and the Development Permit applicable to the same;
- (y) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c);
- (z) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (aa) **"Strata Corporation"** means the strata corporation formed upon deposit of the Strata Plan at the Land Title Office;
- (bb) **"Strata Plan"** has the meaning ascribed to it in Section 6.1(a);
- (cc) **"Strata Property Act"** means the *Strata Property Act*, S.B.C. 1998, c.43, as may be amended or replaced from time to time;
- (dd) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ee) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (ff) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

## 1.2 Interpretation. In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing the Rental Housing Unit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, the Rental Housing Unit in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the Rental Housing Unit is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the Rental Housing Unit or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than one (1) replacement Rental Housing Unit, which replacement Rental Housing Unit during the remainder of the Term, will also be used only for the purpose of providing Rental Housing (the replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the

applicable by-laws of the City and which Replacement Rental Housing Unit will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Unit is pursuant to this Agreement;

- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, the Rental Housing Unit for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to the Rental Housing Unit to be sold or otherwise transferred unless title to it is sold or otherwise transferred together with the other Dwelling Unit that together with the Rental Housing Unit comprise the Combined Strata Lot and subject to Section 8.7;
- (f) subject to Section 6.1, 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;
- (g) throughout the Term, that any sale of the Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the Rental Housing Unit and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar units;
- (i) if the Rental Housing Unit, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the Rental Housing Unit to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

### 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 Lands and the New Building will not be used or occupied except as follows:
  - (i) 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 until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services:

- (A) proof of the insurance, consistent with the requirements of Section 2.1(j), in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, is in force and effect; and
- (B) proof that the Lands have been subdivided by the Strata Plan so as to create, *inter alia*, the Combined Strata Lot, as described in Section 6.1; and
- (ii) 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
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

#### **ARTICLE 4 ENFORCEMENT**

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

#### **ARTICLE 5 RELEASE AND INDEMNITY**

5.1 **Release and Indemnity.** Subject to Section 5.2, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
    - (B) withholding any permit pursuant to this Agreement; or

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

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

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

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.

The indemnities in this ARTICLE 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

#### 5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b); and

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

**5.3 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

## ARTICLE 6 SUBDIVISION OF THE LANDS

**6.1 By Strata Plan.** Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of a strata plan (the "**Strata Plan**"), provided that:
  - (i) the Rental Housing Unit will thereafter be contained within a single strata lot together with one other Dwelling Unit (the "**Combined Strata Lot**"); and
  - (ii) the Owner has duly filed a Rental Disclosure Statement (the "**Rental Disclosure Statement**") pursuant to the *Strata Property Act*, designating the Combined Strata Lot as rental for a period of not less than 99 years;
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Combined Strata Lot, the Owner may apply to the City for a partial discharge of this Agreement (the "**Partial Discharge**") with respect to any strata lot other than the Combined Strata Lot and the City will on request of the Owner execute and deliver a registrable Partial Discharge in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that the Partial Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Unit pursuant to this Agreement;
  - (ii) the Partial Discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;

- (iii) the City will have a reasonable amount of time to execute and return the Partial Discharge; and
- (iv) the preparation and registration of the Partial Discharge will be without cost to the City.

**6.2 Rental Disclosure Statement.** Following any strata subdivision of the Lands, as described in Section 6.1, the Owner will not:

- (a) amend the Rental Disclosure Statement without the prior written consent of the General Manager of Arts, Culture and Community Services and the Director of Legal Services; and
- (b) cause the Strata Corporation to pass a bylaw or vote in favour of any bylaw of the Strata Corporation that will restrict or limit the rental of the Rental Housing Unit.

**6.3 Partial Discharge.** Notwithstanding anything else contained herein, following the subdivision and Partial Discharge contemplated in Section 6.1, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to the Rental Housing Unit and this Agreement and the obligations and restrictions contained herein will not apply to any other portion of the Lands.

#### **ARTICLE 7 NOTICES**

**7.1 Notices.** All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

- (a) If to the City, addressed to:

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

Attention: General Manager of Arts, Culture and Community Services with a concurrent copy to the Director of Legal Services

- (b) If to the Owner, addressed to:

**Jonathan Richard Stewart, Jing Chen and Austin Shih-Chu Lee**  
c/o 2435 West Broadway  
Vancouver, British Columbia  
V6K 2E8

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 will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**8.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

**8.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.

**8.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

**8.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

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

**8.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

**8.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

**8.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

**8.10 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA4606644;
- (b) **"Existing Chargeholder"** means VANCOUVER CITY SAVINGS CREDIT UNION, in trust;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant 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:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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**