

**A By-law to amend Parking By-law No. 6059
Re: 650 West 41st Avenue (Oakridge Centre)**

On June 23, 2020, Council enacted by-law number 12721 to amend Schedule C of the Parking By-law with regard to the parking requirements for 650 West 41st Avenue. Subsequently, an error was discovered in the description of the uses that would be considered under subsection (d) of the parking requirements set out for this property. Enactment of the attached by-law will correct that error.

Director of Legal Services
September 15, 2020

650 West 41st Avenue
(Oakridge Centre)

BY-LAW NO.

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking Requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 Districts Parking Requirements) by striking out item (d) in the column labelled "Parking Requirements" for 650 West 41st Avenue and substituting the following:
 - "(d) for Commercial Uses under Section 4.2.5, and for any other non-residential uses approved by the Director of Planning, a minimum of one vehicle parking space for each 45 m² of gross floor area shall be provided, except that where a Traffic Demand Management Plan has been approved for those Uses, a minimum of one vehicle parking space for each 65 m² shall be provided."
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of _____, 2020

Mayor

Acting City Clerk

EXPLANATION**By-law to amend Fire By-law No. 12472
Regarding Housekeeping Amendments**

The attached By-law will implement housekeeping amendments to clarify the application of a section to residential occupancy only, and to add Notes regarding open air fires which were inadvertently omitted from By-law No. 12472.

Director of Legal Services
September 15, 2020

BY-LAW NO.

**A By-law to amend Fire By-law No. 12472
Regarding Housekeeping Amendments**

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

1. This By-law amends the indicated provisions of Fire By-law No. 12472.
2. In Sentence 2.7.1.9.(1) in section 18 of Schedule B, Council strikes out “except *buildings* with no more than” and substitutes with “except *buildings of residential occupancy* only with no more than”.
3. Council adds a new section 10A to Schedule B, as follows:

“10A. In the Notes to Part 2 in Division B, Council strikes out A-2.4.5.1.(1) and substitutes:

“A-2.4.5.2. Open Air Fires. Before a permit is issued for an open air fire, the applicant should propose measures for the prevention of fire spread, to the satisfaction of the Fire Chief. Conditions of the permit may include, without limitation, conditions related to: establishing sufficient clear space between the fire and adjacent buildings, other combustibles and woodlands; limits on the size and height of the pile of combustibles to be burned; wind conditions; fire control measures such as hoses and water tanks; and, if a receptacle is to be used, the design of the receptacle.

A-2.4.5.3. Barbeques. This By-law does not prohibit the use of propane barbeques on balconies, provided the fuel lines are maintained and the tanks are labelled by an approved agency, and are safety capped. Safety measures should be observed regarding clearances to underside of overhead decks or other structures and other combustible surfaces, and adequate ventilation around the unit.”.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect upon enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

**A By-law to amend
CD-1 (337) By-law No. 7434**

Following the Public Hearing on July 28, 2020, Council resolved to amend CD-1 (337) for the Japanese Hall at 475 Alexander Street to increase the maximum floor space ratio to allow for a mezzanine for programming and storage space. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 15, 2020

475 Alexander Street
(Japanese Hall)

BY-LAW NO.

**A By-law to amend
CD-1 (337) By-law No. 7434**

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

1. This By-law amends the indicated provisions of By-law No. 7434.
2. In section 3.1, Council strikes out “2.17” and substitutes “2.21”.
3. In section 3.3, Council:
 - (a) renumbers subsection (c) as (d); and
 - (b) inserts a new subsection (c) as follows:

“(c) non-habitable floor space in the 1928 heritage building, located below the base surface, including earthen floor;”.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION**By-law to amend Zoning and Development By-law No. 3575
to rezone an area from RS-1 to RM-8AN**

Following the Public Hearing on June 11, 2019, Council gave conditional approval to rezone 1008 West 52nd Avenue from RS-1 (One-Family Dwelling) District to RM-8AN (Multiple Dwelling) District to permit a townhouse development. 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
September 15, 2020

1008 West 52nd Avenue

BY-LAW NO. _____

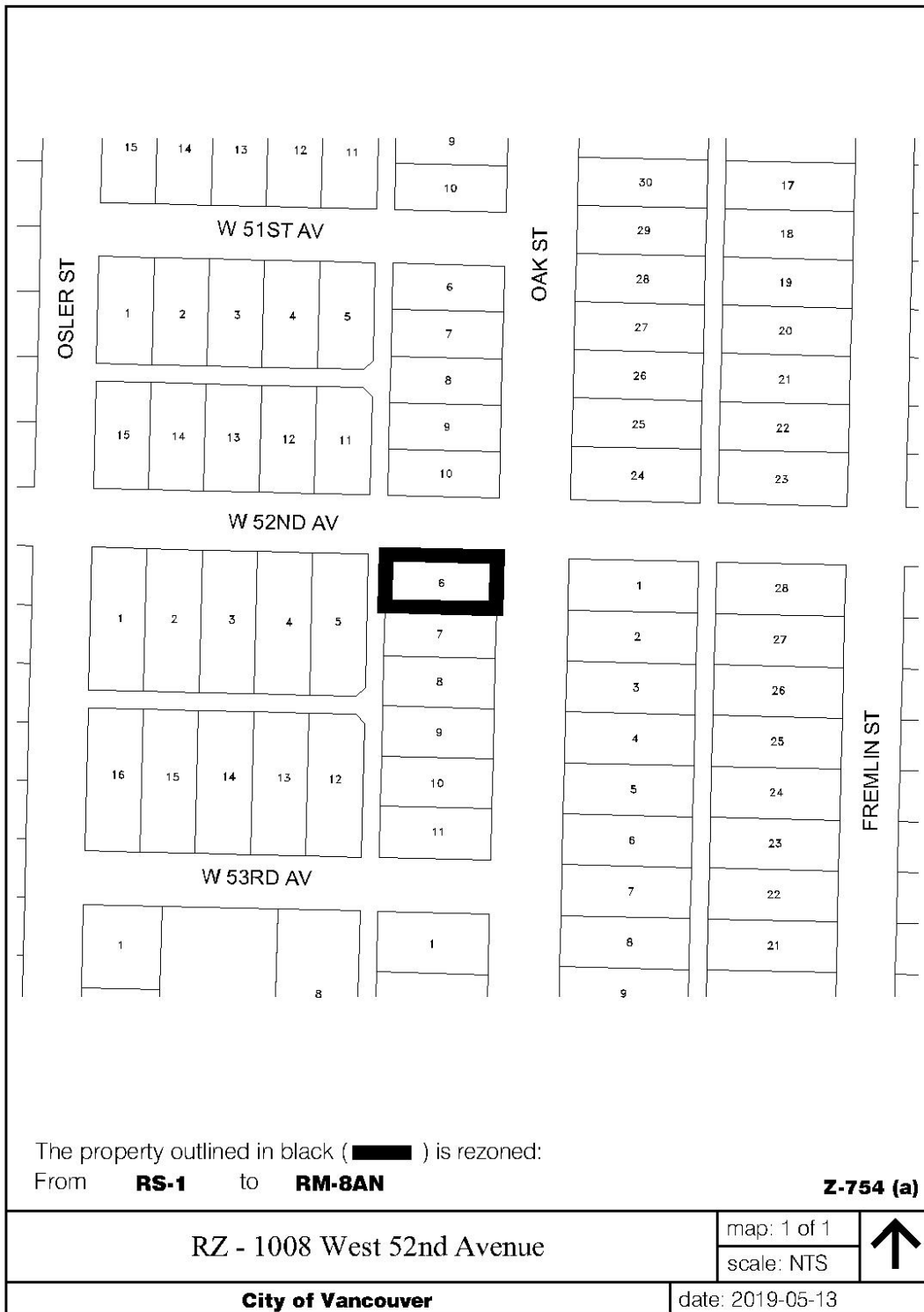
**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area from RS-1 to RM-8AN**

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. 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-754 (a) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8AN District Schedule.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk



EXPLANATION**A By-law to amend the Zoning & Development By-law
regarding CD-1 (13A)**

After the public hearing on January 15 and 17, 2019, Council resolved to amend CD-1 (13A) regarding 2130-2288 Harrison Drive. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
September 15, 2020

2130-2288 Harrison Drive

BY-LAW NO.

A By-law to amend CD-1 (13A) By-law No. 3914

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

1. This By-law amends the indicated provisions of By-law No. 3914.
2. Council strikes out sections 3, 4, and 5 and substitutes the following:

“3 Sub-areas

The CD-1 district is to consist of three sub-areas approximately as illustrated in Figure 1, solely for the purpose of allocating floor area, density, and height.

Figure 1



4 Uses

4.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (13A).

4.2 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 (13A), 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 and Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Institutional Uses, limited to Community Care Facility - Class B; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

5 Floor area and density

5.1 Computation of floor space ratio must assume each sub-area consists of the size set out in the table below:

Sub-area	Size
A	4,636 m ²
B	2,537 m ²
C	4,663 m ²

5.2 The floor area for all uses combined must not exceed the maximum floor space ratio for each sub-area as set out in the table below:

Sub-area	Maximum Floor Space Ratio
A	0.70
B	1.92
C	0.70

5.3 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.

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building.
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 meters in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

6 Building height

6.1 For sub-areas A and C, the maximum building height shall not exceed a geodetic datum of 27.85 m.

6.2 The building height for sub-area B, measured from the lowest building grade at the southeast corner of the building, must not exceed 21.46 m.

7 Horizontal angle of daylight

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

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

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

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

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

7.5 An obstruction referred to in Section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (13A).

7.6 A habitable room referred to in Section 7.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m^2 .

8 Acoustics

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

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

3. Council rennumbers section 6 as section 9.

Severability

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

Force and effect

5. 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

Acting City Clerk

EXPLANATION**By-law to amend Zoning and Development By-law No. 3575
to rezone an area to CD-1 re: 420 Hawks Avenue**

Following the Public Hearing on May 17, 2016, Council gave conditional approval to the rezoning of the site at 420 Hawks Avenue. 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
September 15, 2020

420 Hawks Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-702 (d) 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 (749).

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

- (a) Micro Dwelling;
- (b) Multiple Dwelling; and
- (c) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of Use

3. The design and layout of at least 25% of the dwelling units must:

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

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site area is 283.4 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 4.5.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing; those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage area above base surface for that unit.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building Height

5. Building height, measured from base surface, must not exceed 21.6 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3 m.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (749).

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

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

Acoustics

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

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

Severability

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

Force and effect

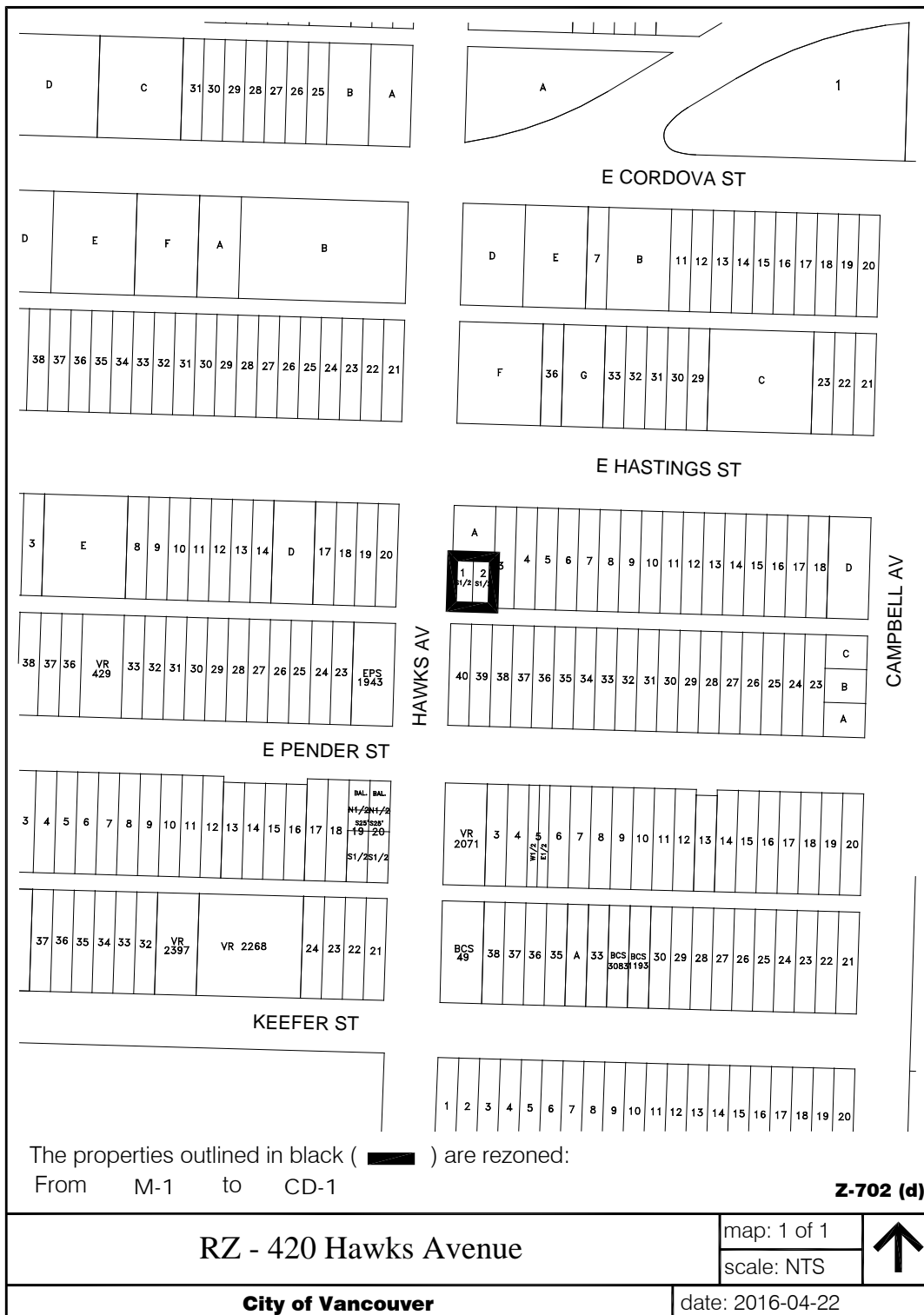
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule A



EXPLANATION**By-law to amend Zoning and Development By-law No. 3575
to rezone an area to CD-1 re: 8444-8480 Oak Street**

Following the Public Hearing on July 10, 2018, Council gave conditional approval to the rezoning of the site at 8444-8480 Oak Street. 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
September 15, 2020

8444-8480 Oak Street

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-740 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (750).

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

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 1,404.6 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.50.

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

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% 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 21.3 m.

Horizontal Angle of Daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (750).

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

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

Acoustics

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

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

Severability

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

Force and effect

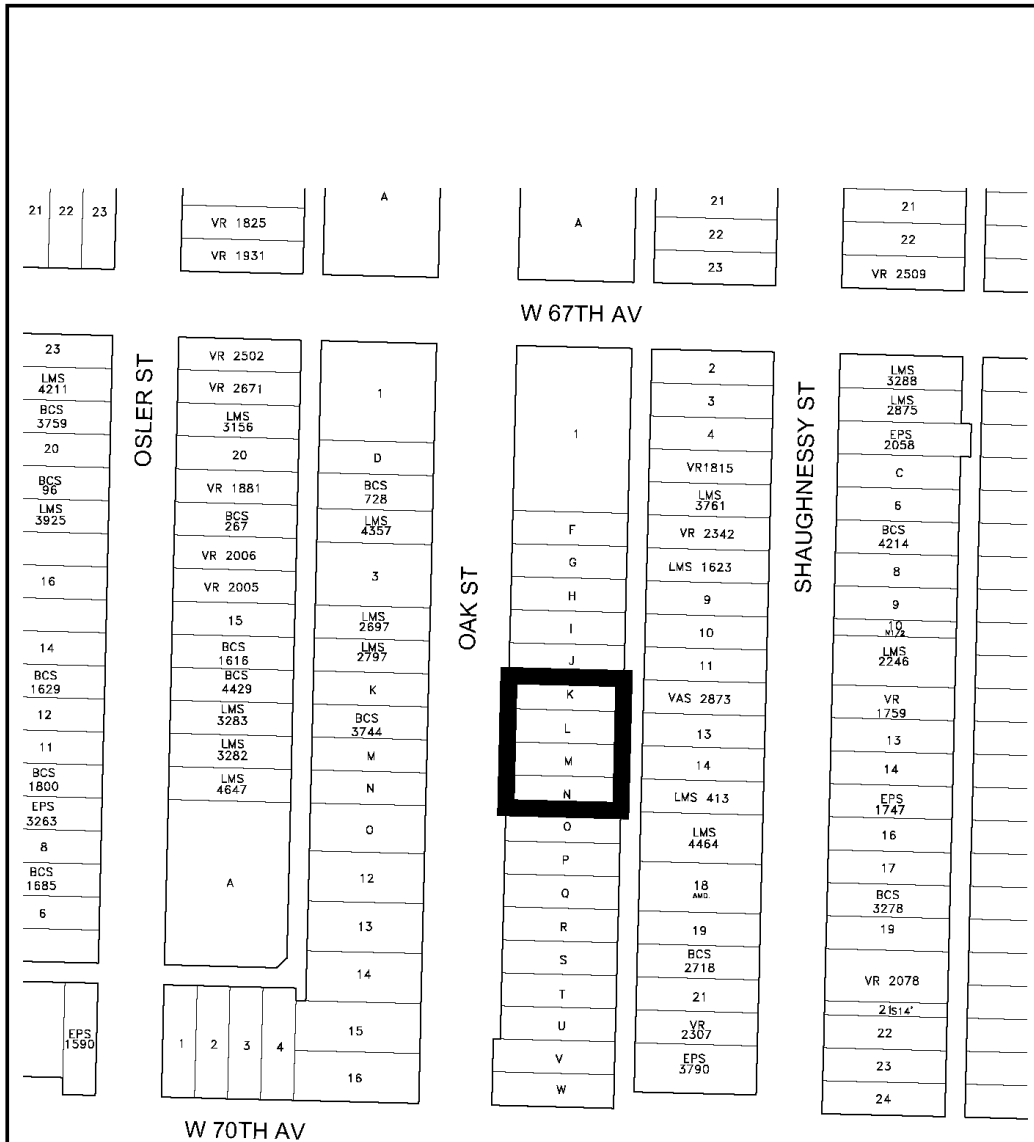
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

Schedule A



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

Z-740 (a)

RZ - 8444-8480 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2018-06-25

**A By-law to amend
CD-1 (442) By-law No. 9173**

Following the Public Hearing on January 23, 2020, Council resolved to amend CD-1 (442) for 505 Smithe Street to increase the maximum permitted floor area by 50.2 square metres to allow for the addition of mezzanines in a ground-floor retail unit. 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
September 15, 2020

505 Smithe Street

BY-LAW NO.

**A By-law to amend
CD-1 (442) By-law No. 9173**

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

1. This By-law amends the indicated provisions of By-law No. 9173.
2. In section 5.2, Council strikes out “36 230 m²” and substitutes “36 280.2 m²”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1833 Yew Street**

On March 17, 2020, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Development and Sustainability and the Director of Legal Services prior to the issuance of a Development Permit. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the *Vancouver Charter* to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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

Director of Legal Services
September 15, 2020

1833 Yew Street

BY-LAW NO.

A By-law to enact a Housing Agreement for 1833 Yew 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:

015-280-985	Lot 21 Block 223 District Lot 526 Plan 590
015-280-993	Lot 22 Block 223 District Lot 526 Plan 590
015-281-001	Lot 23 Block 223 District Lot 526 Plan 590

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

Acting City Clerk

FULL ORIGINAL

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

PAGE 1 OF 16 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)

Mary Jang, Agent
 Florence Yen Law Corporation
 330-1785 West 4 Avenue
 Vancouver BC V6J 1M2

Tel: 778-807-5652
 File: 1326
 File No.: #LS-20-00525-001 (Housing Agt.)

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ 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):

1875 YEW STREET NOMINEE LTD., INC. NO. BC1176907
COMPUTERSHARE TRUST COMPANY OF CANADA, INC. NO. A0052313 (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

BRITISH COLUMBIA
 CANADA

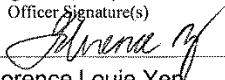
V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)


 Florence Louie Yen
 Barrister & Solicitor
 330-1785 West 4 Avenue
 Vancouver, BC V6H 1M2
 Tel: 778-807-5652

Execution Date

Y	M	D
20	06	22

Transferor(s) Signature(s)

1875 YEW STREET NOMINEE
 LTD. by its authorized signatory(ies)


 Terence James Harding

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

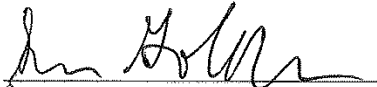
PAGE 2 of 16 PAGES

Officer Signature(s)

Execution Date


Transferor / Borrower / Party Signature(s)

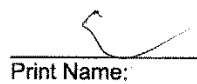
Y	M	D
20		
20	07	02
JUL	02	2020

CITY OF VANCOUVER by its
authorized signatory:


AS TO BOTH SIGNATURES

Sam Golder
Notary Public in and for
The Province of Ontario,
100 University Ave., 11th Flr.
Toronto, ONTARIO M5J 2Y1
416-263-9341

COMPUTERSHARE TRUST
COMPANY OF CANADA by its
authorized signatory(ies):
 Aaron Cao
Professional, MBS
Print Name:

 James Nguyen
Administrator, MBS
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 16 PAGES

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

015-280-985 LOT 21 BLOCK 223 DISTRICT LOT 526 PLAN 590

STC? YES ☐

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

015-280-993 LOT 22 BLOCK 223 DISTRICT LOT 526 PLAN 590

STC? YES ☐

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

015-281-001 LOT 23 BLOCK 223 DISTRICT LOT 526 PLAN 590

STC? YES ☐

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

PAGE 4 OF 16 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire InstrumentNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
granting the above Covenant priority over Mortgage
CA7069936 and Assignment of Rents CA7069937

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
(MARKET RENTAL)

1833 YEW STREET

WHEREAS:

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

- (i) the Transferor, **1875 YEW STREET NOMINEE LTD.**, is herein called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, **CITY OF VANCOUVER**, is called the "City" or the "City of Vancouver" when referring to corporate entity, and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2019-00837 (the "**Development Application**") to alter and convert the existing character one-family dwelling to a multiple conversion dwelling (Building 1) containing four dwelling units, and which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfillment of the condition that, prior to issuance of the Development Permit:

"2.4. Arrangements to be made to the satisfaction of the General Manager of Planning, Urban Design and sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all four dwelling units in the building as secured market rental housing units for the longer of 60 years and life of the building, subject to the following additional conditions:

- i. A no separate-sales covenant;*
- ii. A no stratification covenant*
- iii. That none of such units will be rented for less than one month at a time; and*
- iv. Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require;*

(Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter prior to issuance of the Development Permit.)",

the ("Market Rental Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, pursuant to Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"Building"** means the existing character one-family dwelling which is to be altered and converted to a multiple conversion dwelling on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Application"** has the meaning ascribed to that term in Recital C;
- (h) **"Development Permit"** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;

- (j) **"Director of Planning"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (k) **"General Manager of Arts, Culture and Community Services"** means the chief administrator, from time to time, of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;
- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **"Market Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital C;
- (q) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (r) **"Occupancy Permit"** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **"Owner"** means the Transferor, 1875 Yew Street Nominee Ltd., Inc. No. BC1176907 and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **"Related Person"** means, where the registered or beneficial owner of the Market Rental Housing Units is:

- (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(k) and **"Replacement Rental Housing Units"** means all of such units;
- (v) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel;
- (x) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (y) **"Vancouver Charter"** means the Vancouver Charter, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) **References.** References to the or this **"Agreement"** and the words **"hereof"** **"herein"** and similar words refer to this Agreement as a whole and not to any

section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than 4 residential units in the Building in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "**Market Rental Housing Units**");
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to suitable for families with children;
- (d) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days;

- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit is (or Replacement Rental Housing Units, as applicable) sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, 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 Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market 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.

ARTICLE 3 RECORD KEEPING

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to be to the satisfaction of the City. At the request

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

ARTICLE 4 ENFORCEMENT

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

RELEASE AND INDEMNITY

5.1 **Release and Indemnity.** Subject to Section 5.2, the Owner hereby:

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

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

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

5.2 Conduct of Proceedings.

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b); and

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

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

ARTICLE 6 NOTICES

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

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

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

(b) If to the Owner:

1875 Yew Street Nominee Ltd.
135-1991 Savage Road
Richmond, British Columbia
V6V 0A4

Attention: Director

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

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

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

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

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

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

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

7.6 Priority of Registration. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

7.7 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner

pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7069936 and the Assignment of Rents registered under number CA7069937;
- (b) **"Existing Chargeholder"** means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 8636-8656 Oak Street**

After a Public Hearing on September 10, 2019 to consider a rezoning application, the application was approved at a Regular Council meeting on September 11, 2019 by Council in principle, subject to fulfilment of the condition that the owner of the subject lands 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 pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant and its lenders. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
September 15, 2020

8636-8656 Oak Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 8636-8656 Oak 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 that are anticipated to be described as:

PID: No PID
Number

Lot A Block C District Lot 319 Group 1 New Westminster
District Plan EPP102166

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

Acting City Clerk

**LAND TITLE ACT
FORM C (Section 233) CHARGE**

GENERAL INSTRUMENT - PART 1 Province of British Columbia

LOCK

PAGE 1 OF 25 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)

Import Profile

Darren T. Donnelly, Barrister and Solicitor

Clark Wilson LLP

Suite 900 - 885 West Georgia Street

Vancouver

BC V6C 3H1

Telephone: (604) 687-5700

File No. 48184-0004

CW Doc No. 14963908

[Housing Agreement]

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

NO PID NMBR LOT A BLOCK C DISTRICT LOT 319 GROUP 1 NWD PLAN EPP102166

PID NMBR

STC? YES

Pick up STC?

Related Plan Number: **EPP102166**

Use 30 Parcel Schedule

Use 3 Parcel Schedule

3. NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Use Schedule

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):

Use Schedule

SEE SCHEDULE

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

Use Schedule

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

CANADA

Joint Tenants?

7. ADDITIONAL OR MODIFIED TERMS:

Use Schedule

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)

DANIELLE MARSHALL

Barrister & Solicitor

CLARK WILSON LLP

900 - 885 WEST GEORGIA STREET

VANCOUVER, BC V6C 3H1

T.604.687.5700

Execution Date

Y	M	D
20	06	23

Transferor(s) Signature(s)

APCANADA INVESTMENT
CORPORATION, by its authorized
signatory(ies)

Print name:

Print name: Vicky Zheng

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.

More Signatures

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

PAGE 2 of 25 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

20

CITY OF VANCOUVER, by its
authorized signatory(ies)

Print name:

Print name:

JEFFERON N. FROH

Barrister & Solicitor

CAMPBELL FROH MAY & RICE LLP
#200 – 5611 COONEY ROAD
RICHMOND, BC V6X 3J6
PHONE: (604) 273-8481

20

6

26

FIRST COMMERCIAL BANK, by its
authorized signatory(ies)

Print name: Rambo Wu

Print name: Peter Chen

Jason Chieh-Sheng Wang Lawyer

Barrister & Solicitors

Vanguard Law Group Law Corporation
950-1140 West Pender Street
Vancouver, BC V6E 4G1
Phone: 604-696-6710

20

7

3

TOP ARROW LIMITED, by its
authorized signatory(ies)

Print name: JIAN PING YIN

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.**More Signatures**

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

PAGE 3 OF 25 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

CovenantSection 219 Covenant
Entire Document

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority AgreementGranting the Section 219 Covenant herein priority
over CA5444252, CA5444253, CA5444256 and
CA5444257

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Priority AgreementGranting the Section Covenant herein priority over
CA6962232 and CA6962233

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

More Pages

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 25 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):

APCANADA INVESTMENT CORPORATION (INC. NO. BC1158853)

and

FIRST COMMERCIAL BANK, as to priority

and

TOP ARROW LIMITED (INC. NO. 1493643), as to priority

More Pages

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT FOR-PROFIT AFFORDABLE RENTAL HOUSING 8636-8656 Oak Street

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, APCANADA INVESTMENT CORPORATION, is called the "**Owner**", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity 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 Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-3A (Multiple Dwelling) District to CD-1 (Comprehensive Development) District to *inter alia* permit the development of two six-storey residential buildings with 91 rental housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, 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 Planning, Urban Design and Sustainability 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 91 residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver 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 Vancouver 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) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"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;
- (h) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (i) **"Eligible Tenant"** has the same meaning as provided for in the Tenant Relocation and Protection Guidelines;
- (j) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the Vancouver 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 Vancouver DCL By-law application;
- (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) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
- (m) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (o) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - 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 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;
- (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, APCANADA INVESTMENT CORPORATION, and its successors and permitted assigns;
- (t) **"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 Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"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;
- (v) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(p) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;

- (w) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78;
- (x) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and **"Returning Tenant"** means any one of them;
- (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) **"Tenant Relocation and Protection Guidelines"** means the City's Tenant Relocation and Protection Guidelines adopted by City Council on December 10, 2015, and amended February 15, 2016, June 22, 2018 and August 15, 2018, as may be amended or replaced from time to time;
- (bb) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the City, a summary of which is attached hereto as Schedule B;
- (cc) **"Tenant Relocation Report"** means a report which outlines:
 - (i) the name of each Eligible Tenant;
 - (ii) outcome of each Eligible Tenant's search for alternate accommodation;
 - (iii) a summary of the monetary value given to each Eligible Tenant (e.g. moving costs, rent, etc.); and
 - (iv) a summary of all communication provided to each Eligible Tenant;
- (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; or
 - (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);
- (ff) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55; and
- (gg) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755.

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 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 the Owner carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, the New Building containing 91 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;
- (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Housing Units, as applicable) must be designed to be suitable for families with children;
- (e) the average initial starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts, as evidenced by the rent roll attached hereto as Schedule A:
 - (i) for a studio - \$1,575;
 - (ii) for a 1-bedroom - \$1,875;
 - (iii) for a 2-bedroom - \$2,450; and
 - (iv) for a 3-bedroom - \$3,050,

subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));

- (f) the average size for each unit type will not be greater than the following maximums:

Unit Type	DCL By-law maximum average unit size
Studio	42 sq. m (450 sq. ft.)
1-bedroom	56 sq. m (600 sq. ft.)
2-bedroom	77 sq. m (830 sq. ft.)
3-bedroom	97 sq. m (1,044 sq. ft.)

- (g) 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;
- (h) 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 and beneficial owner, as applicable, and subject to Section 8.8;
- (i) 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;

- (j) 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(h), 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(i), 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) 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;
- (o) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year;
- (p) in the event of the substantial or complete destruction of the New Building 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) 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 Term in accordance with the terms of this Agreement and the applicable by-laws of the City; and
- (q) it will, in all respects, comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan, including without limitation, providing required notices, moving expenses, and other benefits and assistance as set out in the Tenant Relocation Plan.

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

- 3.1 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 the following to the City, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services:
 - A. a rent roll 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 size, which rents, unit type mix and size shall comply with this Agreement;
 - B. a notarized declaration which: (i) demonstrates that each existing tenant has been given written notice of the intent to redevelop the Lands; (ii) indicates the number of units occupied on the date of such notice; (iii) includes information on the posting of such notice regarding the intent to redevelop; and (iv) includes copies of the letters addressed to each existing tenant, and for each Eligible Tenant, summarizing the Tenant Relocation Plan offer, with each such letter signed as received by each existing tenant; and
 - C. evidence the Owner has erected a sign on the Lands to be displayed throughout construction that acknowledges that secured market rental housing is being provided as part of the City of Vancouver's initiatives, with the sign design, format and location to be approved by the City; 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 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 City, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services:
 - (A) a final rent roll that reflects the agreed upon initial monthly rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit to address potential changes in unit mix and/or sizes between the enactment of the Rezoning By-law and the issuance of the Development Permit, and to allow for the rents to be increased annually from the time of the public hearing to initial occupancy, as per the maximum increases permitted by the Vancouver DCL By-law;
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(m), is in force and effect, in form and substance satisfactory to the City;
 - (C) confirmation that the Tenant Relocation Plan has been complied with and provision of a final Tenant Relocation Report; and
 - (D) particulars regarding Returning Tenants including the unit type to be occupied by each and the starting rent that will be payable for same, together with evidence substantiating the agreed rent discount; 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 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 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 Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, 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(m).

**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;

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

6.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 7 NOTICES

- 7.1 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.

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 Director of Legal Services and General Manager of Planning, Urban Design and Sustainability

If to the Owner, addressed to:

APCanada Investment Corporation
#101 - 6386 East Boulevard
Vancouver, BC
V6M 3V8

Attention: President

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

ARTICLE 8 MISCELLANEOUS

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

- 8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(h) and 2.1(i), 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 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 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.
- 8.10 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.

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

SCHEDULE A - RENT ROLL

20

8636-8656 Oak Street				
Current Rent Roll - June 2020				
Unit Type	# of Units	Avg. Unit Size (SF)	Avg. Mo Rent (\$)	Avg. Annual Rent (\$)
Studios	30	396	1575.00	18,900
1 Bed	27	554	1875.00	22,500
2 Bed	29	668	2450.00	29,400
3 Bed	4	794	3050.00	36,600
90				

October 2020 Rent (2.6%)
\$ 1,616
\$ 1,924
\$ 2,514
\$ 3,129

Unit #	Type	Size (SF)	Rent/Mo	Annual Rent
8636 - 101	Studio	428	\$ 1,650	\$ 19,800
8636 - 102	2 Bed	703	\$ 2,550	\$ 30,600
8636 - 103	3 Bed	796	\$ 3,055	\$ 36,660
8636 - 104	1 Bed	489	\$ 1,755	\$ 21,060
8636 - 105	3 Bed	800	\$ 3,055	\$ 36,660
8636 - 106	1 Bed	578	\$ 1,900	\$ 22,800
8636 - 201	Studio	401	\$ 1,600	\$ 19,200
8636 - 202	Studio	414	\$ 1,625	\$ 19,500
8636 - 203	2 Bed	707	\$ 2,600	\$ 31,200
8636 - 204	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 205	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 206	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 207	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 208	2 Bed	714	\$ 2,625	\$ 31,500
8636 - 209	Studio	416	\$ 1,650	\$ 19,800
8636 - 301	Studio	401	\$ 1,600	\$ 19,200
8636 - 302	Studio	414	\$ 1,625	\$ 19,500
8636 - 303	2 Bed	707	\$ 2,600	\$ 31,200
8636 - 304	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 305	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 306	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 307	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 308	2 Bed	714	\$ 2,625	\$ 31,500
8636 - 309	Studio	416	\$ 1,650	\$ 19,800
8636 - 401	Studio	401	\$ 1,600	\$ 19,200
8636 - 402	Studio	414	\$ 1,625	\$ 19,500
8636 - 403	2 Bed	707	\$ 2,600	\$ 31,200
8636 - 404	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 405	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 406	1 Bed	560	\$ 1,870	\$ 22,440
8636 - 407	1 Bed	554	\$ 1,895	\$ 22,740
8636 - 408	2 Bed	714	\$ 2,625	\$ 31,500
8636 - 409	Studio	416	\$ 1,650	\$ 19,800

8636 - 501	Studio	371	\$	1,500	\$	18,000
8636 - 502	2 Bed	654	\$	2,400	\$	28,800
8636 - 503	2 Bed	613	\$	2,225	\$	26,700
8636 - 504	Studio	331	\$	1,400	\$	16,800
8636 - 505	2 Bed	659	\$	2,400	\$	28,800
8636 - 506	3 Bed	790	\$	3,045	\$	36,540
8636 - 601	Studio	371	\$	1,500	\$	18,000
8636 - 602	2 Bed	654	\$	2,425	\$	29,100
8636 - 603	2 Bed	613	\$	2,225	\$	26,700
8636 - 604	Studio	331	\$	1,375	\$	16,500
8636 - 605	2 Bed	659	\$	2,400	\$	28,800
8636 - 606	3 Bed	790	\$	3,045	\$	36,540
8656 - 101	2 Bed	709	\$	2,625	\$	31,500
8656 - 102	1 Bed	552	\$	1,850	\$	22,200
8656 - 103	Studio	392	\$	1,525	\$	18,300
8656 - 104	2 Bed	629	\$	2,300	\$	27,600
8656 - 105	Studio	429	\$	1,650	\$	19,800
8656 - 106	Studio	426	\$	1,650	\$	19,800
8656 - 201	2 Bed	660	\$	2,400	\$	28,800
8656 - 202	1 Bed	538	\$	1,875	\$	22,500
8656 - 203	1 Bed	569	\$	1,880	\$	22,560
8656 - 204	1 Bed	569	\$	1,880	\$	22,560
8656 - 205	1 Bed	538	\$	1,875	\$	22,500
8656 - 206	2 Bed	652	\$	2,425	\$	29,100
8656 - 207	Studio	429	\$	1,650	\$	19,800
8656 - 208	Studio	397	\$	1,575	\$	18,900
8656 - 209	Studio	396	\$	1,575	\$	18,900
8656 - 301	2 Bed	660	\$	2,400	\$	28,800
8656 - 302	1 Bed	538	\$	1,875	\$	22,500
8656 - 303	1 Bed	569	\$	1,880	\$	22,560
8656 - 304	1 Bed	569	\$	1,880	\$	22,560
8656 - 305	1 Bed	538	\$	1,875	\$	22,500
8656 - 306	2 Bed	652	\$	2,425	\$	29,100
8656 - 307	Studio	429	\$	1,700	\$	20,400
8656 - 308	Studio	397	\$	1,575	\$	18,900
8656 - 309	Studio	396	\$	1,575	\$	18,900
8656 - 401	2 Bed	660	\$	2,400	\$	28,800
8656 - 402	1 Bed	538	\$	1,875	\$	22,500
8656 - 403	1 Bed	569	\$	1,880	\$	22,560
8656 - 404	1 Bed	569	\$	1,880	\$	22,560
8656 - 405	1 Bed	538	\$	1,875	\$	22,500
8656 - 406	2 Bed	652	\$	2,425	\$	29,100
8656 - 407	Studio	429	\$	1,700	\$	20,400
8656 - 408	Studio	397	\$	1,575	\$	18,900
8656 - 409	Studio	396	\$	1,575	\$	18,900
8656 - 501	2 Bed	659	\$	2,400	\$	28,800

8656 - 502	Studio	367	\$	1,475	\$	17,700
8656 - 503	2 Bed	578	\$	2,100	\$	25,200
8656 - 504	2 Bed	663	\$	2,500	\$	30,000
8656 - 505	Studio	360	\$	1,450	\$	17,400
8656 - 506	2 Bed	741	\$	2,700	\$	32,400
8656 - 601	2 Bed	659	\$	2,400	\$	28,800
8656 - 602	Studio	367	\$	1,475	\$	17,700
8656 - 603	2 Bed	578	\$	2,100	\$	25,200
8656 - 604	2 Bed	663	\$	2,500	\$	30,000
8656 - 605	Studio	360	\$	1,450	\$	17,400
8656 - 606	2 Bed	741	\$	2,650	\$	31,800

SCHEDULE B - SUMMARY OF TENANT RELOCATION PLAN

Tenant Relocation and Protection Requirements	Submitted Tenant Relocation Plan – August 2019
Compensation per unit	<ul style="list-style-type: none"> • Compensation will be offered to all tenants regardless of their length of tenancy. • Compensation in the form of free rent, a lump sum payment, or a combination of both, will be available for each unit eligible for Tenant Relocation Plan according to the following schedule: <ul style="list-style-type: none"> ◦ 4 months' rent for tenancies up to 5 years; ◦ 5 months' rent for tenancies over 5 years and up to 10 years; ◦ 6 months' rent for tenancies over 10 years and up to 20 years; ◦ 12 months' rent for tenancies over 20 years and up to 30 years; ◦ 18 months' rent for tenancies over 30 years and up to 40 years; and ◦ 24 months' rent for tenancies over 40 years • The applicant has committed to compensating tenants based on date of initial occupancy through to date of their relocation.
Notification	<ul style="list-style-type: none"> • Landlord to provide regular project updates to tenants throughout the development approvals process. • A minimum of four months' notice to end tenancy after all permits are issued is required (e.g. all development, building, and demolition permits in place).
Moving Expenses	<ul style="list-style-type: none"> • A flat rate of \$950 for studio and 1 bedroom units and \$1,200 for 2 bedroom units will be provided at a minimum to all eligible tenants.
Assistance in Finding Alternate Accommodation	<ul style="list-style-type: none"> • The applicant has hired a tenant relocation consultant to assist existing tenants with finding alternate accommodation. • Applicant has distributed tenant needs assessment surveys. These surveys will be used in relocation efforts and to identify tenants facing barriers to housing. • The applicant has committed to conducting and collecting surveys throughout the development and relocation process. • Applicant has committed to monitor rental market and provide tenants requesting assistance with three options in Vancouver that meet the tenants identified housing priorities.
Additional Support for Low Income Tenants or Tenants Facing Other Barriers to Appropriate Housing	<ul style="list-style-type: none"> • The applicant will: assess all tenants for rent subsidy; contact non-profit social housing operators to identify any unit availability within their portfolio; and assist in adding qualified tenants to the BC Housing registry. • For low income tenants and tenants facing other barriers to appropriate housing, the applicant will assist these tenants in securing an affordable housing option (e.g. another unit in applicant's portfolio, non-market unit, interim measure until a permanent option is secured, etc.) and provide proof the housing has been secured (e.g. tenancy agreement). • The applicant continues to identify tenants facing barriers to housing (e.g. low income, seniors) through their outreach efforts and has committed to accommodating and supporting these tenants throughout the relocation process.
First Right of Refusal	<ul style="list-style-type: none"> • Tenants who are eligible under this relocation plan will be offered the first right of refusal to return to a market unit at a 40% discount off starting market rents. Any subsequent rent increases for returning tenants will be in line with the <i>Residential Tenancy Act</i>.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgages registered under numbers CA5444252 and CA5444256 and the Assignments of Rents registered under numbers CA5444253 and CA5444257;
- (b) **"Existing Chargeholder"** means **First Commercial Bank**;
- (c) **"New Charges"** means the Section 219 Covenants 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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (g) **"Existing Charges"** means the Mortgage registered under number CA6962232 and the Assignment of Rents registered under number CA6962233;
- (h) **"Existing Chargeholder"** means **Top Arrow Limited (Inc. No. 1493643)**;
- (i) **"New Charges"** means the Section 219 Covenants contained in the attached Terms of Instrument - Part 2; and
- (j) 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:

- (k) consents to the Owner granting the New Charges to the City; and
- (l) 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

[01263843v2]

April 20, 2020
CW14957869.3

[01263843v2]

Rental 100 Housing Agreement and Building Use Covenant

8636-8656 Oak Street

EXPLANATION**2021 Real Property Tax Interest on Arrears**

The attached By-law will implement Council's resolution of September 15, 2020 to set the interest rate for delinquent real property taxes for 2021 at 6.45%.

Director of Legal Services
September 15, 2020

BY-LAW NO.

A By-law to provide for the imposition of interest on delinquent property taxes for 2021

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

1. The name of this By-law, for citation, is the “2021 Real Property Tax Interest By-law”.
2. All real property taxes that are or become delinquent after December 31, 2020, are to bear interest at the rate of 6.45% per annum compounded annually.
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

Acting City Clerk

EXPLANATION**Vancouver Development Cost Levy By-law
Amending By-law
Re: 2020 Rates**

Following the Council meeting on July 21, 2020 which reconvened on July 23, 2020 and July 24, 2020, Council resolved to amend the Vancouver Development Cost Levy By-law regarding 2020 rates effective September 30, 2020. This By-law implements that resolution.

Director of Legal Services
September 15, 2020

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2020 rates**

1. This By-law amends the indicated provisions of By-law No. 9755.
2. Council strikes Schedule “C” and replaces it with the Schedule “C” attached to this By-law.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the 30th day of September, 2020.

Mayor

Acting City Clerk

Schedule “C”

Category/Use	Total Development Cost Levy (Effective September 30, 2020)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$45.04	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$96.92	Per m ²
Higher Density Residential Above 1.5 FSR	\$193.94	Per m ²
NON-RESIDENTIAL		
Industrial (I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 Zoning Districts)	\$65.32	Per m ²
Mixed Employment (Light Industrial) (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B Zoning Districts)	\$122.86	Per m ²
Commercial & Other	\$163.74	Per m2

Category/Use	Rate	Unit/ Area cost
CULTURAL, INSTITUTIONAL, SOCIAL		
School use	\$5.49	Per m ²
Parking Garage	\$1.08	Per m ²
Childcare Use	\$10.00	Per Building Permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Artist Studio Class A & Class B	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	

EXPLANATION**Area Specific Development Cost Levy By-law
Amending By-law Re: 2020 Rates**

Following the Council meeting on July 21, 2020 which reconvened on July 23, 2020 and July 24, 2020, Council resolved to amend the Area Specific Development Cost Levy By-law, regarding 2020 rates effective September 30, 2020. This By-law implements that resolution.

Director of Legal Services
September 15, 2020

BY-LAW NO.

**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2020 rates**

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

1. This By-law amends the indicated provisions of By-law No. 9418.
2. Council strikes “\$69.86” from section 3.7 and replaces it with “\$69.27”.
3. Council strikes “\$216.14” from section 3.10 and replaces it with “\$214.33”.
4. Council strikes “\$34.55” from section 3.10(a) and replaces it with “\$34.26”.
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the 30th day of September, 2020.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION**Vancouver Utilities Development Cost Levy By-law
Amending By-law Re: 2020 Rates**

Following the Council meeting on July 21, 2020 which reconvened on July 23, 2020 and July 24, 2020, Council resolved to amend the Vancouver Utilities Development Cost Levy By-law regarding DCL rates effective September 30, 2020. This By-law implements that resolution.

Director of Legal Services
September 15, 2020

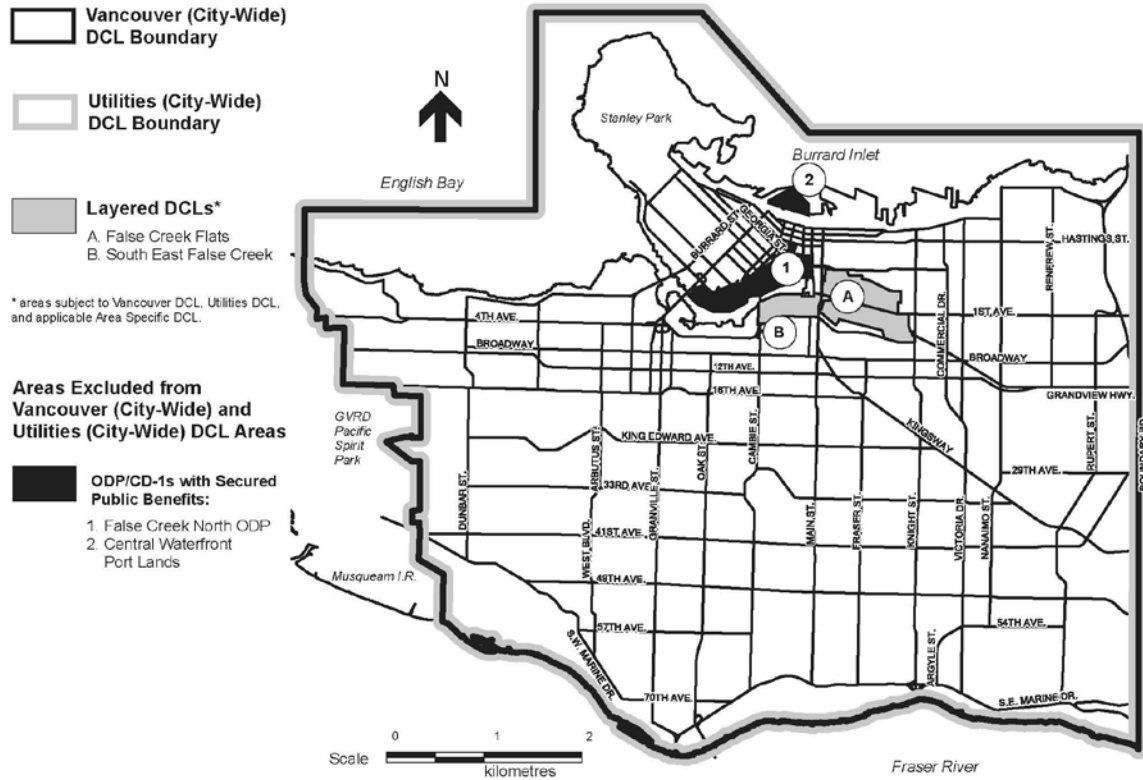
**A By-law to amend
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding 2020 rates**

1. This By-law amends the indicated provisions of Vancouver Utilities Development Cost Levy By-law No. 12183.
2. Council strikes “Schedule A –Part 1” and replaces it with the “Schedule A – Part 1” attached to this By-law.
3. Council strikes “Schedule C” and replaces it with the “Schedule C” attached to this By-law.
4. Council strikes the definition of “for-profit affordable rental housing” from section 1.2.
5. Council strikes section 3.2 and replaces it with “DELETED”.
6. 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.
7. This By-law is to come into force and take effect on the 30th day of September, 2020.

Mayor

Acting City Clerk

SCHEDULE A – PART 1



note: boundaries of highlighted areas are approximate and shown for illustrative purposes only.

SCHEDULE “C”

Category/Use	Total Development Cost Levy (Effective September 30, 2020)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$24.76	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$53.80	Per m ²
Higher Density Residential Above 1.5 FSR	\$107.75	Per m ²
NON-RESIDENTIAL		
Industrial (I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 Zoning Districts)	\$22.74	Per m ²
Mixed Employment (Light Industrial) (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B Zoning Districts)	\$42.48	Per m ²
Commercial & Other	\$56.57	Per m ²

Category/Use	Rate	Unit/ Area cost
CULTURAL, INSTITUTIONAL, SOCIAL		
School use	\$5.49	Per m ²
Parking Garage	\$1.08	Per m ²
Childcare Use	\$10.00	Per Building Permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Artist Studio Class A & Class B	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	