

EXPLANATION

**A By-law to amend Parking By-law No. 6059
Regarding Change of Use Permits for Small Storefronts**

At the October 22, 2020 meeting of the Standing Committee on City Finance and Services, Council resolved to amend the Parking Bylaw to extend parking requirement exceptions for small commercial spaces. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 24, 2020

**A By-law to amend Parking By-law No. 6059
Regarding Change of Use Permits for Small Storefronts**

1. This By-law amends the indicated provisions of the Parking By-law.
2. In section 4.2(d), Council:
 - (a) strikes out “a fitness centre – Class 1 that does not include racquet and ball courts, school-arts or self-improvement, restaurant, health enhancement centre, health care office or animal clinic,” and substitutes “any permitted use in a commercial or heritage zone”; and
 - (b) strikes out “that is commencing business in an existing building in the C-2, C-3A, C-5, C-5A, or C-6 zone,”.
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**A By-law to amend Regional Context Statement
Official Development Plan By-law No. 10789
regarding 1580 Vernon Drive**

Following the Public Hearing on October 27, 2020, Council resolved to amend the Regional Context Statement Official Development Plan By law to temporarily change the designation at 1580 Vernon Drive from Industrial to General Urban. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 24 , 2020

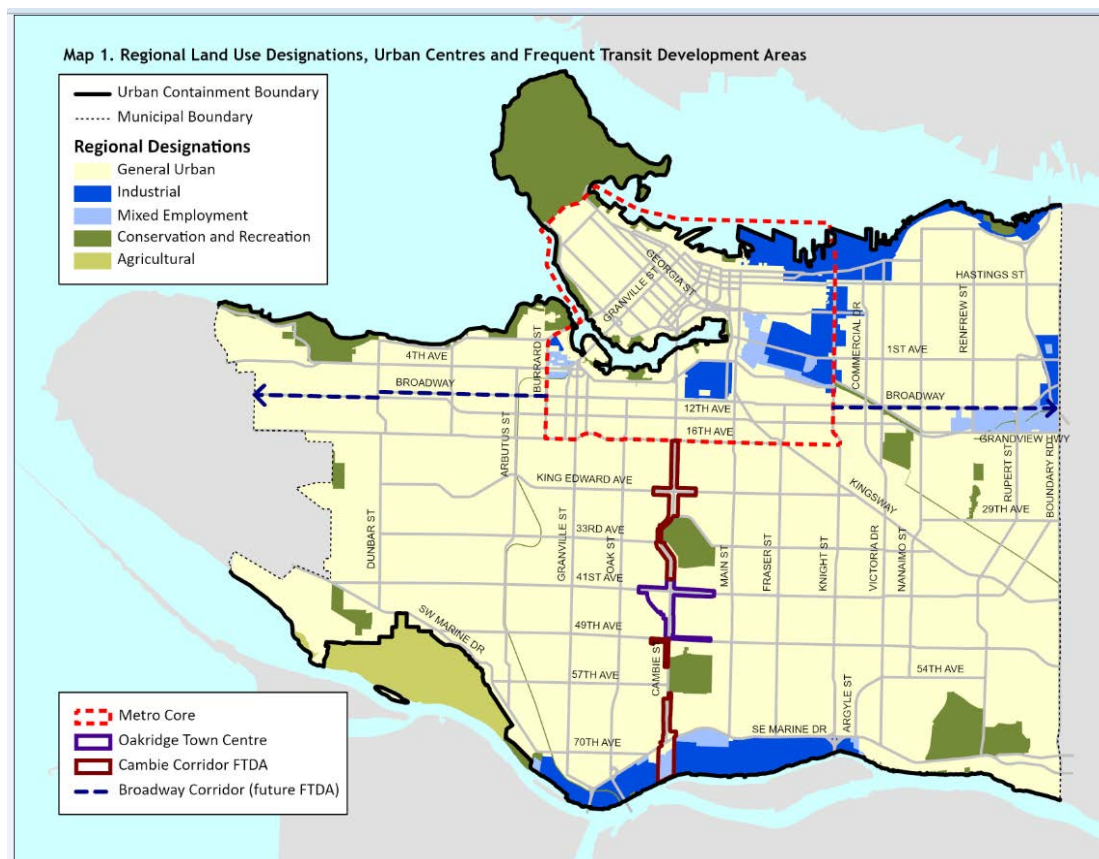
1580 Vernon Drive

BY-LAW NO.

**A By-law to amend Regional Context Statement
Official Development Plan By-law No. 10789
regarding 1580 Vernon Drive**

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

1. This By-law amends the indicated provisions of the Regional Context Statement Official Development Plan By-law No. 10789.
2. Council strikes out “Map 1. Regional Land Use Designations, Urban Centres and Frequent Transit Development Areas” and substitutes the following:



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 Mountain View Cemetery By-law No. 8719
regarding burial, smoking and dogs**

Enactment of the attached By-law will implement Council's resolution of October 20, 2020.

Director of Legal Services
November 24, 2020

BY-LAW NO.

A By-law to amend Mountain View Cemetery By-law No. 8719 Regarding 2021 Mountain View Cemetery Fees and Charges

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

1. The By-law amends the provisions of the Mountain View Cemetery By-law No. 8719.
2. Council strikes out Schedule B of the By-law and substitutes for it Schedule B 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 January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

**SCHEDULE B
MOUNTAIN VIEW CEMETERY
2021 FEES AND CHARGES**

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>Total</u> |
|--|---------------------------|------------------|--------------|
| <u>CASKET SPACE</u> | | | |
| Adult Grave – Flat Marker Area | \$17,750.00 | \$ 6,250.00 | \$25,000.00 |
| Adult Grave – Upright Monument area | \$21,750.00 | \$ 7,250.00 | \$29,000.00 |
| Adult Grave – Single interment in shared lot | \$ 9,375.00 | \$ 3,125.00 | \$12,500.00 |
| Adult Grave – Single interment in sustainable lot | \$ 7,125.00 | \$ 2,375.00 | \$ 9,500.00 |
| Outdoor Tandem Crypt Mausoleum | \$117,000.00 | \$13,000.00 | \$130,000.00 |
| Infant Grave – (<24" casket) Shared commemoration | \$ 0.00 | \$ 0.00 | \$ 0.00 |
| Infant Grave – (<24" casket) Private marker | \$ 1,500.00 | \$ 500.00 | \$ 2,000.00 |
| Infant Grave – (<48" casket) Private marker | \$ 3,000.00 | \$ 1,000.00 | \$ 4,000.00 |
| <u>ABOVE-GROUND CREMATED REMAINS SITE</u> | | | |
| Columbaria – Upper Rows | \$ 4,950.00 | \$ 550.00 | \$ 5,500.00 |
| Columbaria – Second Row from bottom | \$ 4,050.00 | \$ 450.00 | \$ 4,500.00 |
| Columbaria – Bottom Row | \$ 3,420.00 | \$ 380.00 | \$ 3,800.00 |
| Family Columbaria – 1 to 4 urns | \$16,200.00 | \$ 1,800.00 | \$18,000.00 |
| Family Columbaria – up to 6 urns | \$23,400.00 | \$ 2,600.00 | \$26,000.00 |
| Family Columbaria – up to 8 urns | \$33,300.00 | \$ 3,700.00 | \$37,000.00 |
| Family Columbaria – 8 or more urns | \$54,000.00 | \$ 6,000.00 | \$60,000.00 |

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>Total</u> |
|---|---------------------------|------------------|--------------|
| <u>IN-GROUND CREMATED REMAINS SITE</u> | | | |
| Individual Cremation Site (1 interment) - Inscription on Communal Marker | \$ | \$ | \$ 1,000.00 |
| Individual Cremation Site (1 interment) - Inscription on Shared Marker | \$ | \$ | \$ 2,000.00 |
| Individual Cremation Site (1 interment) - Inscription on Individual Marker | \$ | \$ | \$ 3,500.00 |
| Standard - Allowing 2 interments | \$ 3,150.00 | \$ 1,050.00 | \$ 4,200.00 |
| Standard - Allowing 4 interments | \$ 4,650.00 | \$ 1,550.00 | \$ 7,200.00 |
| Premium Area - Allowing 2 interments | \$ 4,500.00 | \$ 1,500.00 | \$ 6,000.00 |
| Premium Area - Allowing 4 interments | \$ 7,500.00 | \$ 2,500.00 | \$ 10,000.00 |
| Feature Area - Allowing 2 interments | \$ 6,600.00 | \$ 2,200.00 | \$ 8,800.00 |
| Feature Area - Allowing 4 interments | \$ 11,100.00 | \$ 3,700.00 | \$ 14,800.00 |
| Estate Lot - 8 interments | \$17,100.00 | \$ 5,700.00 | \$22,800.00 |
| Cremation Lot – MVC Provided Monument - Allowing 2 interments | \$10,500.00 | \$ 3,500.00 | \$14,000.00 |
| Cremation Lot – MVC Provided Monument - Allowing 4 interments | \$13,500.00 | \$ 4,500.00 | \$18,000.00 |
| Cremation Lot – MVC Provided Monument - Allowing 6 interments | \$18,000.00 | \$ 6,000.00 | \$24,000.00 |
| Cremation Lot – MVC Provided Flat Marker - Allowing 2 interments | \$8,250.00 | \$ 2,750.00 | \$11,000.00 |

LICENCE DISPOSITION and TRANSFER

| | |
|--|-------------------------------------|
| Licence Disposition Fee (Transfer Current Site to New Rights Holder) | \$ 100.00 |
| Site Transfer Fee (Change to equivalent site) | License Disposition Fee |
| Site Transfer Fee – Upgrade (to higher value site) | Current fee for NEW site |
| | PLUS: License Disposition Fee |
| | LESS: Current Fee for returned site |
| Site Transfer Fee – Downgrade (to lower value site) | Current fee for NEW site |
| | PLUS: License Disposition Fee |

LESS: Amount paid for returned site

INTERMENT OF REMAINS

| | |
|--|-------------|
| Casket - Single Depth | \$ 1,400.00 |
| Casket – Deep | \$ 2,400.00 |
| Infant (container up to 24" long) | \$ 200.00 |
| Cremated Remains | \$ 575.00 |
| No one present at interment (credit) | -\$ 250.00 |
| Concurrent Interment of Cremated Remains (credit) | -\$ 250.00 |
| Extra Niche interment (beyond original capacity) | \$ 1,900.00 |
| Re-open Grave for burial (in addition to Casket fee) | \$ 6,000.00 |

DISINTERMENT AND EXHUMATION

| | |
|---|-------------|
| Exhumation - Adult Casket – Inter. Fee plus | \$ 1,000.00 |
| Exhumation - Infant Casket – Inter. Fee plus | \$ 375.00 |
| Exhumation - Cremated Remains (in-ground) | \$ 475.00 |
| Exhumation and Re-inter Cremated Remains (Concurrent – credit applied to combined fee) | -\$ 250.00 |

OVERTIME INTERMENTS (in addition to INTERMENT fee)

| | |
|------------------|-------------|
| Cremated Remains | \$ 350.00 |
| Casket | \$ 1,200.00 |

| | <u>Installation</u> | <u>Care Fund</u> | <u>Total</u> |
|--|---------------------|------------------|--------------|
| <u>FLAT MARKER INSTALLATION</u> | | | |
| Flat Marker (up to 12" x 20") | \$ 200.00 | \$ 250.00 | \$ 450.00 |
| Flat Marker (16" x 28" and larger) | \$ 300.00 | \$ 250.00 | \$ 550.00 |

| | <u>Supply/Install</u> | <u>Care Fund</u> | <u>Total</u> |
|---|-----------------------|-----------------------|--------------|
| <u>FOUNDATIONS</u> | | | |
| Concrete footing | \$ 150.00 | \$ 200.00 | \$ 350.00 |
| PLUS: (fee per 6" of linear base) | \$ 50.00 | | |
| Granite foundation (on 1 lot only) | \$ 200.00 | \$ 200.00 | \$400.00 |
| PLUS: (fee per 6" of linear base) | \$ 60.00 | | |
| Granite foundation (spanning 2 lots) | \$ 450.00 | \$ 300.00 | \$750.00 |
| PLUS: (fee per 6" of linear base) | \$ 125.00 | | |
| Custom footing/foundation – MVC Staff per hour | | \$ 55.00 | |
| PLUS external costs (for services hired by MVC) | | pre-tax cost plus 20% | |

MARKERS and MONUMENTS

| | | | |
|---------------------------------------|-------------|---|-------------|
| Temporary Marker – nylon (annual fee) | | | \$ 200.00 |
| Granite Marker (Type 2) | \$ 650.00 | - | \$ 650.00 |
| Granite Marker (Type 3) | \$ 800.00 | - | \$ 800.00 |
| Granite Marker (Type 4) | \$ 950.00 | - | \$ 950.00 |
| Granite Marker (Type 5) | \$ 1,100.00 | - | \$ 1,100.00 |
| Granite Marker (Type 6) | \$ 1,250.00 | - | \$ 1,250.00 |
| Granite Marker (Type 7) | \$ 1,400.00 | - | \$ 1,400.00 |
| Granite Marker (Type 8) | \$ 1,550.00 | - | \$ 1,550.00 |

MEMORIAL REINSTALLATION

| | | |
|--|--|-----------|
| Flat Marker (9" x 12" or 10" x 18" or 12" x 20") | | \$ 200.00 |
| Flat Marker (16" x 28" or 18" x 30") | | \$ 300.00 |

OTHER MEMORIAL PRODUCTS

| | |
|---|-----------|
| Inscription – Niche or Memorial panel | \$ 350.00 |
| Single Niche Panel | \$ 275.00 |
| Double Niche Panel | \$ 400.00 |
| Triple Niche Panel | \$ 525.00 |
| Scheduled/Witnessed Marker Installation (Storage Fee) | \$ 250.00 |
| Supply 9" x 12" granite base and mount (bronze) plaque | \$ 250.00 |
| Supply 12" x 20" granite base and mount (bronze) plaque | \$ 500.00 |
| Supply 16" x 28" granite base and mount (bronze) plaque | \$ 750.00 |

CELEBRATION HALL RENTAL

| | |
|---|-----------|
| 2-hour service - Regular Hours - NO FOOD | \$ 525.00 |
| 2-hour service – Evening/Weekend - NO FOOD | \$ 850.00 |
| Food &/or Beverage Surcharge | \$ 200.00 |
| Each Additional Hour (outside regular office hours) | \$ 160.00 |
| Per Service Person (up to 4 hours) | \$ 175.00 |
| Pandemic Cleaning Surcharge | \$ 100.00 |

OTHER PRODUCTS AND SERVICES

| | |
|--|------------|
| Installation only of Casket Vault or Liner | \$ 750.00 |
| Installation only of Cremated Remains Vault or Liner | \$ 200.00 |
| Casket Vault or Liner | \$1,250.00 |
| Cremated Remains Vault/Liner | \$ 150.00 |
| Flower Container – with plastic insert (supply and/or install) | \$ 50.00 |
| Flower Container – with metal insert (supply and/or install) | \$ 100.00 |
| NSF Cheque | \$ 35.00 |
| Administration Fee | \$ 60.00 |

| | |
|--|-----------|
| Marker/Monument Steam Cleaning | \$ 250.00 |
| Pall-bearing | \$ 300.00 |
| Late departure | \$ 250.00 |
| Watched Closed (at MVC designated time) | \$ 250.00 |
| Watched Closed (at family designated time) | \$ 500.00 |

KEEPSAKE URNS

| | |
|-----------------------|-----------|
| Keepsake Urn - Type 1 | \$ 40.00 |
| Keepsake Urn - Type 2 | \$ 60.00 |
| Keepsake Urn - Type 3 | \$ 100.00 |

CREMATED REMAINS URNS

| | |
|-------------------------|-------------|
| Cremation Urn - Type 1 | \$ 125.00 |
| Cremation Urn - Type 2 | \$ 150.00 |
| Cremation Urn - Type 3 | \$ 175.00 |
| Cremation Urn - Type 4 | \$ 200.00 |
| Cremation Urn - Type 5 | \$ 225.00 |
| Cremation Urn - Type 6 | \$ 250.00 |
| Cremation Urn - Type 7 | \$ 300.00 |
| Cremation Urn - Type 8 | \$ 325.00 |
| Cremation Urn - Type 9 | \$ 375.00 |
| Cremation Urn - Type 10 | \$ 425.00 |
| Cremation Urn - Type 11 | \$ 450.00 |
| Cremation Urn - Type 12 | \$ 475.00 |
| Cremation Urn - Type 13 | \$ 550.00 |
| Cremation Urn - Type 14 | \$ 775.00 |
| Cremation Urn - Type 15 | \$ 1,000.00 |

EXPLANATION**Heritage Designation By-law
Re: 1215 West 16th Avenue**

At a Public Hearing on October 27, 2020, Council approved a recommendation to designate the structure and exterior of the existing building at 1215 West 16th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
November 24, 2020

1215 West 16th Avenue
(Baldwin Residence)

BY-LAW NO.

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

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

1. Council considers that the real property described as:

Structure and exterior envelope and exterior building materials of the heritage building (Baldwin Residence)

1215 West 16th
Avenue,
Vancouver, B.C.

PID: 031-129-382
LOT A BLOCK 474
DISTRICT LOT 526
GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP102911

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

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION

5

A By-law to amend the Sign By-law Re: 631-635 Commercial Drive

Following the Public Hearing on May 26, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 24, 2020

631-635 Commercial Drive

BY-LAW NO.

A By-law to amend Sign By-law No.11879

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

1. This By-law amends the indicated provisions of Sign By-law No. 11879.
2. Council amends Schedule A (CD-1 Zoning Districts Regulated by Part 9) by adding the following:

“

| | | | |
|--------------------------|-----------|-------|-----|
| 631-635 Commercial Drive | CD-1(753) | 12812 | C-2 |
|--------------------------|-----------|-------|-----|

”.

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**A By-law to further amend the
Mayor and Councillor Remuneration By-law
regarding 2020 remuneration**

At the Council Meeting on April 28, 2020 Council resolved to reduce the Mayor's and all Councillor's remuneration by the same proportion and duration as exempt employees of the City, for the duration of the COVID-19 response and recovery. Exempt employee remuneration has returned to pre-COVID-19 levels. Council enacted a by-law on May 12, 2020 to reduce its remuneration, and this By-law will further implement Council's resolution by restoring some Council remuneration in accordance with the April 28, 2020 Council resolution.

Director of Legal Services
November 24, 2020

BY-LAW NO. _____

**A By-law to further amend the
Mayor and Councillor Remuneration By-law
regarding 2020 remuneration**

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

1. This By-law amends the indicated provisions of the Mayor and Councillor Remuneration By-law No. 11483.
2. Council strikes section 3.2A and replaces it with the following:

“3.2A Notwithstanding section 3.2, for the year 2020 the Mayor’s remuneration that would otherwise be payable under section 3.2 shall be \$ \$170,069.49, in order to reduce the remuneration in the same proportion as the reduction in the remuneration for exempt City staff in response to the COVID-19 pandemic.”
3. Council strikes section 3.3A and replaces it with the following:

“3.3A Notwithstanding section 3.3, for the year 2020 Councillor’s remuneration that would otherwise be payable under section 3.2 shall be \$84,192.82, in order to reduce the remuneration in the same proportion as the reduction in the remuneration for exempt City staff in response to the COVID-19 pandemic.”
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 enactment.

ENACTED by Council this _____ day of _____, 2020

Mayor

Acting City Clerk

EXPLANATION

7

Building By-law amending By-law Re: 2021 Fee Increases

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Building By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

BY-LAW NO.

**A By-law to amend
Building By-law to increase fees for 2021**

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

1. This By-law amends the indicated provisions of the Building By-law No. 12511.
2. Council strikes Schedule of Fees in Schedule 1 (Book I – General) and Schedule 2 (Book II – Plumbing Systems), respectively and replaces them with the Schedule of Fees 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 January 1, 2021, except that PART C – OPERATING PERMITS will come into force and take effect on January 1, 2022.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

SCHEDULE OF FEES

PART A - BUILDING

1. **The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:**
 - (a) Except as provided for in Clause (b) for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$168.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$10.70

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$5.40
 - (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:
 - (i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500
 - (ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$106.00
 - (c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1.9. of Book I, Division C and Book II, Division C of this By-law, the daily fee shall be for each 10 m² or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied \$3.40

Subject to a minimum fee of \$116.00

Flat rate for each portable toilet \$116.00
 - (d) For an OCCUPANCY PERMIT not required by this By-law but requested \$242.00

| | | |
|------------|--|------------|
| (e) | For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3: | |
| | For each DWELLING UNIT | \$1,220.00 |
| | For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household | \$1,220.00 |
| (f) | For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 | \$1,220.00 |
| (g) | For the repair of building walls pursuant to requirements of Book I, Division B, Part 5 for any residential building | Nil |

2. The fees hereinafter specified shall be paid to the City as follows:

| | | |
|------------|--|----------|
| (a) | For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time: | |
| | For each hour or part thereof | \$330.00 |
| (b) | For a plan review where an applicant requests in writing that the review be carried out during overtime: | |
| | For each hour or part thereof | \$330.00 |
| (c) | For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection: | |
| | For each hour or part thereof | \$218.00 |
| (d) | For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected | \$218.00 |
| (e) | For each inspection of a drainage tile system: | |

| | | |
|-----|--|--|
| | For a one- or two-family residence | \$225.00 |
| | For all other drain tile inspections: | |
| | When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000 | \$439.00 |
| | When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 | \$878.00 |
| | When the estimated cost of the work exceeds \$1,000,000 | \$1,100.00 |
| (f) | For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING: | |
| | For a residential building containing not more than 2 principal dwelling units | \$281.00 |
| | For all other BUILDINGS | \$564.00 |
| (g) | To access plans (electronic or on microfilm) or documents for viewing or copying | \$47.90 |
| (h) | For each microfilm image or electronic file copied | \$13.20 |
| (i) | For a request to renumber a BUILDING | \$1,040.00 |
| (j) | For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C | 50% of the original BUILDING PERMIT fee to a maximum of \$403.00 |
| (k) | For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C | \$2,640.00 |
| (l) | For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Subsection 1.6.6. of Book I, Division C and Book II, Division C | |

| | |
|--|------------|
| where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE | \$218.00 |
| plus for each hour, or part thereof, exceeding one hour | \$218.00 |
| where the PERMIT relates to any other BUILDING | \$661.00 |
| plus for each hour, or part thereof, exceeding one hour | \$330.00 |
| (m) For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations | \$402.00 |
| (n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book I, Division C | |
| for each application | \$924.00 |
| (o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions with mitigating features, | |
| for each application | \$528.00 |
| (p) For review by the alternative solution review panel | \$2,960.00 |
| (q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2 | \$330.00 |

3. Upon written application of the payor and on the advice of the Acting General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:

- (a)** for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
- (b)** for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

| | |
|----------------------------|----------|
| One, two or three FIXTURES | \$218.00 |
| Each additional FIXTURE | \$68.60 |

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

| | |
|---|----------|
| For each 30 m of piping or part thereof | \$320.00 |
| For each 30 m of piping or part thereof, exceeding the first 30 m | \$89.10 |
| Connection of the City water supply to any hydraulic equipment | \$121.00 |

2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

| | |
|---|----------|
| First two inspections for each 30 m of water supply pipe or part thereof | \$320.00 |
| Each additional inspection for each 30 m of water supply pipe or part thereof | \$132.00 |

Sprinklers:

| | |
|---|----------|
| First head, one- or two-family dwelling | \$365.00 |
| First head, all other buildings | \$776.00 |

| | |
|--|----------|
| First head, renovations to existing sprinkler systems | \$226.00 |
| Each additional head, all buildings (no limit on number) | \$4.00 |

Firelines:

| | |
|--|----------|
| Hose Cabinets | \$42.20 |
| Hose Outlets | \$42.20 |
| Wet & Dry Standpipes | \$42.20 |
| Standpipes | \$42.20 |
| Dual Check Valve In-flow Through Devices | \$42.20 |
| Backflow Preventer | \$218.00 |

Wet & Dry Line Outlets:

| | |
|-----------------|---------|
| Each connection | \$42.20 |
|-----------------|---------|

NOTE: A Siamese connection shall be considered as two dry line outlets.

| | |
|-------------------|----------|
| Each Fire Pump | \$341.00 |
| Each Fire Hydrant | \$105.00 |

3. REINSPECTIONS

| | |
|---|----------|
| For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected | \$218.00 |
|---|----------|

4. SPECIAL INSPECTIONS

| | |
|--|----------|
| Each inspection to establish fitness of any existing fixture for each hour or part thereof | \$218.00 |
|--|----------|

| | |
|--|----------|
| An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof | \$330.00 |
|--|----------|

5. BUILDING SEWER INSPECTIONS

| | |
|---|----------|
| First two inspections for each 30 m of BUILDING SEWER or part thereof | \$320.00 |
|---|----------|

Each additional inspection for each 30 m of BUILDING SEWER or part thereof

\$132.00

PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application, pay to the City the fee set out hereunder:

For the first OPERATING PERMIT relating to equipment or systems in a BUILDING

n/a

\$250 (fee not in effect until January 1, 2022)

For each additional OPERATING PERMIT relating to equipment or systems in the same BUILDING

n/a

\$100 (fee not in effect until January 1, 2022)

EXPLANATION**Zoning and Development Fee By-law amending By-law
regarding 2021 fee increases**

Enactment of the attached By-law will implement Council's resolution of November 4, 2020 to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.

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.

ENACTED by Council this day of , 2020

Acting City Clerk

APPENDIX A

Schedule 1

Development Permits

Current Fees

One-Family Dwelling, One-Family Dwelling with Secondary Suite, Two-Family Dwelling, Two-Family Dwelling with Secondary Suite, and Laneway House

1. For a new one-family dwelling, one-family dwelling with secondary suite, two-family dwelling, or two-family dwelling with secondary suite, and its accessory building or accessory use to an existing one- or two-family dwelling or one- or two-family dwelling with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law \$2,390.00
 - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C \$3,470.00
 - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel \$5,570.00
- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one- or two-family dwelling or one- or two-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m² in gross floor area:
 - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law \$607.00
 - (b) in all other cases \$1,190.00
- 1B. For conversion of a one-family dwelling to a one-family dwelling with secondary suite \$832.00

- | | | |
|-----|--|------------|
| 1C. | Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule | \$3,980.00 |
| 1D. | Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule | \$3,980.00 |
| 1E. | For a permit for a laneway house: | |
| | (a) where the laneway house is one-storey and there is no relaxation of siting or maximum height required | \$1,330.00 |
| | (b) in all other cases | \$2,040.00 |

Multiple Dwellings and Freehold Rowhouses

- | | | |
|----|---|--------------|
| 2. | For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse: | |
| | (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law: | |
| | Each 100 m ² of gross floor area or part up to 500 m ² | \$1,330.00 |
| | For each additional 100 m ² of gross floor area or part | \$661.00 |
| | Maximum fee | \$53,600.00 |
| | (b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a): | |
| | Each 100 m ² of gross floor area or part up to 500 m ² | \$1,840.00 |
| | For each additional 100 m ² of gross floor area or part | \$1,230.00 |
| | Maximum fee | \$237,600.00 |

Other Uses (Other Than One- or Two-family or Multiple Dwellings)

- | | | |
|----|--|--|
| 3. | For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling: | |
| | (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law: | |

| | |
|--|----------|
| Each 100 m ² of gross floor area or part up to 500 m ² | \$908.00 |
|--|----------|

| | |
|--|----------|
| For each additional 100 m ² of gross floor area or part | \$436.00 |
|--|----------|

| | |
|-------------|-------------|
| Maximum fee | \$44,600.00 |
|-------------|-------------|

- (b)** where the permit would be issued as a conditional approval except as provided in Section 3 (a):

| | |
|--|------------|
| Each 100 m ² of gross floor area or part up to 500 m ² | \$1,640.00 |
|--|------------|

| | |
|--|------------|
| For each additional 100 m ² of gross floor area or part | \$1,020.00 |
|--|------------|

| | |
|-------------|--------------|
| Maximum fee | \$237,600.00 |
|-------------|--------------|

Alterations, Changes of Use (Other Than One- or Two-family Dwellings)

- 4.** For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:

- (a)** where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

| | |
|---|----------|
| Each 100 m ² of gross floor area or part thereof | \$782.00 |
|---|----------|

| | |
|-------------|------------|
| Maximum fee | \$6,260.00 |
|-------------|------------|

- (b)** where the permit would be issued as a conditional approval, except as provided in Section 4 (a):

| | |
|---|------------|
| Each 100 m ² of gross floor area or part thereof | \$1,130.00 |
|---|------------|

| | |
|-------------|------------|
| Maximum fee | \$8,100.00 |
|-------------|------------|

- (c)** where the change of use does not require a comprehensive development review or minor amendment
- | | |
|--|----------|
| | \$397.00 |
|--|----------|

Outdoor Uses

- 5.** For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a)** where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

| | |
|---|----------|
| Each 200 m ² of site area or part up to 1 000 m ² | \$607.00 |
|---|----------|

| | | |
|-----|---|----------|
| | Each additional 200 m ² of site area or part | \$207.00 |
| (b) | where the permit would be issued as a conditional approval, except as provided in Section 5(a): | |
| | Each 200 m ² of site area or part up to 1 000 m ² | \$832.00 |
| | Each additional 200 m ² of site area or part | \$397.00 |
| 5A. | For a Farmers' Market | \$734.00 |

Developments Requiring Development Permit Board Approval

| | | |
|-----|---|------------|
| 6. | For an application which proceeds to the Development Permit Board: | |
| (a) | instead of the fees referred to in Sections 1 to 4: | |
| | Each 100 m ² of gross floor area or part up to 15 000 m ² | \$1,450.00 |
| | Each additional 100 m ² of gross floor area or part over 15 000 m ² | \$277.00 |
| (b) | instead of the fees referred to in Section 5: | |
| | Each 200 m ² of site area or part up to 1 000 m ² | \$917.00 |
| | Each additional 200 m ² of site or part | \$444.00 |

Child Day Care Facility, Cultural Facility or Social Service Centre

| | | |
|----|---|----------|
| 7. | For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society | \$771.00 |
|----|---|----------|

Demolitions

| | | |
|----|--|----------|
| 8. | For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District | \$423.00 |
|----|--|----------|

Preliminary Applications

| | | |
|----|---|--|
| 9. | For an application in preliminary form only | 25% of the fee that would, except for this provision, apply (with a minimum fee of \$882.00) |
|----|---|--|

NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

Revisions

10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- | | | |
|-----|-------------------------------------|--|
| (a) | sections 1 and 7 of this schedule | \$397.00 |
| (b) | all other sections of this schedule | 10% of the fee that would, except for this provision, apply (with a minimum fee of \$727.00) |

Minor Amendments

11. For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:

- | | | |
|-----|---|--|
| (a) | where the original permit was issued under Sections 1 and 7 of this schedule | \$397.00 |
| (b) | where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey | 25% of the fee that would, except for this provision, apply (with a minimum fee of \$397.00) |

Extensions And Renewals

- | | | |
|-----|--|----------|
| 12. | For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void | \$832.00 |
| 13. | For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed: | |
| (a) | for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$369.00 |

- | | |
|-------------------------------|----------|
| (b) For all other uses | \$780.00 |
|-------------------------------|----------|

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

- | | |
|--|-----------|
| 14. For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board | No Charge |
|--|-----------|

Application Following Refusal

- | | |
|---|---------------------------------|
| 15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. | 50% of original application fee |
|---|---------------------------------|

Changes to Form of Development in CD-1 District

- | | |
|--|---|
| 16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law | \$6,150.00 plus the development application fees that would, except for this provision, apply |
|--|---|

Maintenance of Heritage Buildings

- | | |
|--|---------|
| 17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District | \$76.00 |
|--|---------|

Awnings

- | | |
|--|----------|
| 18. For an awning where the permit will be issued combined with a building permit or a sign permit | \$264.00 |
|--|----------|

Higher Building Application Fee

- | | |
|--|-------------|
| 19. Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m, unless fee was collected under Schedule 2 during Rezoning | \$61,800.00 |
|--|-------------|

Schedule 2

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

1. For an amendment to the Zoning District Plan to re-designate from one zoning district to any other zoning district except a new Comprehensive Development District:

| | |
|---|--------------|
| Up to 2,000 m ² site area | \$41,600.00 |
| For each additional 100 m ² of site area or part thereof | \$374.00 |
| Maximum fee | \$166,600.00 |

Text Amendments (Except CD-1)

2. For an amendment to the text of the Zoning and Development By-law \$33,400.00

Map 1



New CD-1 or Amendment to Existing CD-1

3. For an amendment to the Zoning District Plan to re-designate from a zoning district to a new Comprehensive Development District,
- or -
for an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:

- (a) Within the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:

| | |
|---|--------------|
| Up to 2 000 m ² site area | \$146,800.00 |
| For each additional 100 m ² of site area or part thereof | \$1,040.00 |
| Maximum fee | \$222,800.00 |

- (b) Within the downtown area shown on Map 1, where the site area is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:

| | |
|---|----------------|
| For the first 8 000 m ² of site area | \$186,500.00 |
| For each additional 100 m ² of site area or part thereof | \$1,330.00 |
| Maximum fee | \$1,591,400.00 |

- (c) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m²:

| | |
|---|--------------|
| For the first 2 000 m ² of site area | \$61,200.00 |
| For each additional 100 m ² of site area or part thereof | \$1,040.00 |
| Maximum fee | \$222,800.00 |

- (d) Outside the downtown area shown on Map 1, where the site area is 8 000 m² or greater but smaller than 40 000 m² or where the proposed floor area is greater than 45 000 m²:

| | |
|---|----------------|
| For the first 8 000 m ² of site area | \$186,500.00 |
| For each additional 100 m ² of site area or part thereof | \$1,330.00 |
| Maximum fee | \$1,591,400.00 |

- (e) Where the site area is 40 000 m² or greater:

| | |
|-------------------------------------|----------------|
| For the first 40 000 m ² | \$1,591,400.00 |
|-------------------------------------|----------------|

| | |
|---|----------------|
| For each additional 100 m ² of site area or part thereof | \$2,020.00 |
| Maximum fee | \$5,304,500.00 |

Reduced Fees for Large Sites with Limited Changes

4. Despite sections 3(e) and 5 of this Schedule 2, for a site area of 40 000 m² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land use policy statement or official development plan approved by Council is to be:

| | |
|---|--------------|
| For the first 40 000 m ² of site area | \$530,500.00 |
| For each additional 100 m ² of site area or part thereof | \$530.00 |

Reduced Fees for Large Sites with Limited Minor Changes

5. Notwithstanding 3(e) and 4 of this Schedule 2, for a site area of 40 000 m² or more, provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.

| | |
|---|--------------|
| For the first 40 000 m ² of site area | \$106,100.00 |
| For each additional 100 m ² of site area or part thereof | \$266.00 |

Amend CD-1 (One Section Only)

6. Notwithstanding sections 3, 4 and 5 of this schedule:

| | |
|---|-------------|
| For an amendment to an existing CD-1 By-law where no more than one section required amendment | \$24,300.00 |
|---|-------------|

Higher Building Application Fee

7. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018
- \$61,800.00

Application requiring Rezoning Advice

8. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing drawings and providing comments prior to an application made under Sections 1, 3, 4, 5 or 6.
- (a) Within the downtown area shown on Map 1:
- | | |
|---|-------------|
| Up to 2 000 m ² site area | \$5,950.00 |
| For each additional 100 m ² of site area or part thereof | \$106.00 |
| Maximum fee | \$10,610.00 |
- (b) Outside the downtown area shown on Map 1:
- | | |
|---|------------|
| Up to 2 000 m ² site area | \$4,550.00 |
| For each additional 100 m ² of site area or part thereof | \$106.00 |
| Maximum fee | \$7,960.00 |
- (c) Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under Section 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services
- 10% of the regular fee

Application requiring policy, planning and consultation work

9. Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation prior to an application being made under Section 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation prior to determining a preferred option for rezoning, the additional fee is as follows:
- (a) Where the site area is less than 8 000 m²
- | | |
|---|--------------|
| For the first 2 000 m ² of site area | \$53,000.00 |
| For each additional 100 m ² of site area or part thereof | \$530.00 |
| Maximum fee | \$127,300.00 |
- (b) Where the site area is 8 000 m² or greater but smaller than

40 000 m²

| | |
|---|--------------|
| For the first 8 000 m ² of site area | \$127,300.00 |
|---|--------------|

| | |
|---|------------|
| For each additional 100 m ² of site area or part thereof | \$1,060.00 |
|---|------------|

| | |
|-------------|--------------|
| Maximum fee | \$742,600.00 |
|-------------|--------------|

(c) Where the site area is greater than 40 000 m²

| | |
|--|--------------|
| For the first 40 000 m ² of site area | \$742,600.00 |
|--|--------------|

| | |
|---|------------|
| For each additional 100 m ² of site area or part thereof | \$1,060.00 |
|---|------------|

| | |
|-------------|----------------|
| Maximum fee | \$6,365,400.00 |
|-------------|----------------|

Application requiring an Issues Report

- | | | |
|------------|--|-------------|
| 10. | Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under Section 1, 3, 4, 5 or 6, the additional fee is: | \$10,610.00 |
|------------|--|-------------|

EXPLANATION**Electrical By-law amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Electrical By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Electrical By-law No. 5563 Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Electrical By-law No. 5563.
2. Council strikes Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law as Appendix A.
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 January 1, 2021.

Mayor

Acting City Clerk

APPENDIX A

SCHEDULE A

1. **The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

| | |
|--|-------------|
| When the estimated cost does not exceed \$250 | \$81.70 |
| When the estimated cost exceeds \$250 but does not exceed \$500 | \$110.20 |
| When the estimated cost exceeds \$500 but does not exceed \$700 | \$144.20 |
| When the estimated cost exceeds \$700 but does not exceed \$1,000 | \$187.50 |
| When the estimated cost exceeds \$1,000 but does not exceed \$10,000 | \$187.50 |
| plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000 | \$61.70 |
| When the estimated cost exceeds \$10,000 but does not exceed \$50,000 | \$858.00 |
| plus for every \$1,000 of the estimated cost, or part thereof, over \$10,000 | \$33.30 |
| When the estimated cost exceeds \$50,000 but does not exceed \$100,000 | \$2,420.00 |
| plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000 | \$20.20 |
| When the estimated cost exceeds \$100,000 but does not exceed \$500,000 | \$3,580.00 |
| plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000 | \$14.20 |
| When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000 | \$10,080.00 |
| plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000 | \$10.70 |

| | | |
|-----------|--|-------------|
| | When the estimated cost exceeds \$1,000,000 | \$16,590.00 |
| | plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000 | \$4.70 |
| 2. | The temporary power permit shall be valid for one year and the fee shall be: | |
| | (a) for single and two-family dwellings | \$445.00 |
| | (b) for installation, construction, alteration, repair or maintenance of temporary electrical equipment (such as electric crane or hoist; security alarm or camera; generator; transformer; motor; etc.), and | \$218.00 |
| | (c) for all other uses where the temporary power is supplied from a power source not exceeding 750V | \$471.00 |
| | (d) for all other uses where the temporary power is supplied from a voltage power exceeding 750V | \$1,300.00 |
| 3. | The fee for an annual permit for any one building or site shall be as follows: | |
| | (a) For section 5.14(b), or section 5.14(b) in combination with section 5.14(a),(c), and/or (d): Total service supply or power supply rating up to and including the first 500 kVA” | \$452.00 |
| | For 15 kVA or part thereof exceeding the first 500 kVA | \$9.60 |
| | Subject to a maximum fee of | \$5,720.00 |
| | (b) For section 5.14(c), or section 5.14(c) in combination with section 5.14(a) and/or section 5.14(d), when the supply rating is 500 kVA or less | \$452.00 |
| | (c) For section 5.14(a) and/or section 5.14(d) | \$218.00 |
| 4. | The Fees for an Electrical Permit for the Entertainment and Film Industry | |
| | (a) For an annual permit for filming in a single location | \$674.00 |
| | (b) For an annual permit for filming in multiple locations | \$1,300.00 |
| | (c) For a Temporary permit for filming in a single or multiple locations | |
| | for up to 14 days | \$218.00 |

| | | |
|-----|--|------------|
| | for 15 to 30 days | \$439.00 |
| | for 31 to 60 days | \$658.00 |
| | for 61 to 90 days | \$1,100.00 |
| 5. | The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates from approved plans, for each hour or part thereof | \$218.00 |
| 6. | The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be | \$218.00 |
| 7. | The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof | \$315.00 |
| 8. | The City Electrician may charge the following fees for an Electrical Permit for a temporary special event | |
| | (a) For equipment 5 kW or less | \$110.00 |
| | (b) For equipment more than 5 kW but not exceeding 750 V for up to 14 days | \$218.00 |
| | for 15 to 30 days | \$437.00 |
| | for 31 to 60 days | \$657.00 |
| | for 61 to 90 days | \$1,090.00 |
| | (c) For equipment supplied from a High Voltage power source | \$1,320.00 |
| 9. | The fee for an application for special permission pursuant to Section 4.9 shall be | \$201.00 |
| 10. | For electrical equipment in trade shows that has not been approved in accordance with the provisions of the Electrical By-law, the fee for an application for permission to display or energize for up to 14 days | \$201.00 |
| 11. | The fee for an interim permit pursuant to Section 5.16 shall be | \$187.50 |
| 12. | The administration fees pursuant to Section 5.20 and 5.27 shall be | |

- | | | | |
|-----|-----|--|----------|
| | (a) | the first \$79.30 of the permit fee when no plan review performed | \$81.70 |
| | (b) | the first \$212.00 of the permit fee when plan review performed | \$218.00 |
| 13. | (a) | The fee for a permit amendment review pursuant to Section 5.22 shall be | \$81.70 |

EXPLANATION**A By-law to amend the Subdivision By-law
Re: 2021 fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Subdivision By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Subdivision By-law No. 5208 Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council strikes Schedule F (Fees) of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law as Appendix A.
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 January 1, 2021.

Mayor

Acting City Clerk

APPENDIX A

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law \$134,700.00
2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$67,400.00
3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$11,600.00
4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$569.00
 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
- (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 \$96,700.00
- (b) for developments having a Floor Space Ratio (FSR) of 3.0 or less, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as libraries, theatres and other cultural amenities, for-profit affordable rental housing, social housing or day care \$49,100.00
6. **CLASS VI (Freehold Rowhouses)** – For an application to subdivide pursuant to Section 223.2 of the Land Title Act \$11,600.00
- Plus, per freehold lot \$1,510.00
7. **RECLASSIFICATION** - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District \$5,900.00
8. **STRATA APPLICATIONS** - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act \$5,900.00

Note: *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

EXPLANATION**Gas Fitting By-law amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Gas Fitting By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Gas Fitting By-law No. 3507 Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. Council strikes the Fee Schedule of the Gas Fitting By-law, and substitutes for it the Fee Schedule attached to this By-law as Appendix A.
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 January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

APPENDIX A
FEE SCHEDULE

Installations:

| | |
|--|----------|
| One, two or three appliances | \$218.00 |
| Each additional appliance | \$69.00 |
| Each replacement water heater, gas range, furnace or boiler | \$121.00 |
| Each additional gas meter of a multifamily dwelling (same appliance count) | \$51.50 |

Piping Permits (no appliances):

| | |
|---|----------|
| For first 60 m of piping or part thereof | \$218.00 |
| Every 30 m or part thereof exceeding the first 60 m | \$84.40 |

Reinspections

| | |
|-----------------------|----------|
| For each reinspection | \$218.00 |
|-----------------------|----------|

EXPLANATION**A By-law to amend the Noise Control By-law
regarding 2021 Fee Increase**

Enactment of the attached By-law will implement Council's resolution of November 4, 2020, to increase fees for 2021.

Director of Legal Services
November 24, 2020

BY-LAW NO.

**A By-law to amend
Noise Control By-law No. 6555 Regarding Fees for 2021**

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

1. This By-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council strikes Schedule E of the Noise Control By-law, and substitutes for it Schedule E attached to this By-law as Appendix A.
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 the By-law.
4. This By-law is to come into force and take effect on January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

APPENDIX A

Schedule E

Application under section 17 of the Noise Control By-law

The application noted in section 17(1) shall be in writing and submitted to the Director of Licences and Inspections at least five working days prior to the date of the proposed activity, and shall contain:

- (a) the name, address, and telephone number of the applicant;
- (b) the address of the construction site;
- (c) the building permit number, if applicable;
- (d) the reason(s) the exception is sought;
- (e) a description of the source(s) of noise in respect of which the exception is sought;
- (f) the exact period of time for which the exception is desired;
- (g) the reason(s) why the exception should be given;
- (h) a statement of the measures planned or presently being taken to minimize the sound or noise; and
- (i) a non-refundable application fee of:
 - (i) for an application submitted at least five working days prior to the date of the proposed activity..... \$197.00
 - (ii) for an application submitted less than five working days prior to the date of the proposed activity \$390.00

EXPLANATION

13

**Secondary Suite Inspection Fee By-law
amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Secondary Suite Inspection Fee By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Secondary Suite Inspection Fee By-law No. 6553
Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Secondary Suite Inspection Fee By-law No. 6553.

“3. Where an application for a special inspection of a suite is made:

- (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$218.00; or
- (b) more than 60 days after the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$656.00.”

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.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION**Sign Fee By-law amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Sign Fee By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

BY-LAW NO.

A By-law to amend Sign Fee By-law No. 11880 Regarding Fees for 2021

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

1. This By-law amends the indicated provisions of the Sign Fee By-law No. 11880.
2. Council strikes Schedule 1 of the Sign Fee By-law, and substitutes for it Schedule 1 attached to this By-law as Appendix A.
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 January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

APPENDIX A

SCHEDULE 1

Fees and Charges

| | Current Fees |
|--|--------------|
| 1.1 Permit Application Fee | |
| (a) For each sign requiring a permit, other than a billboard, including one building field inspection | \$349.00 |
| (b) For each sign subject to Part 15 Director of Planning Review, including one building field inspection | \$824.00 |
| (c) For each billboard sign, including one building field inspection | \$824.00 |
| (d) For each sign requiring electrical connection, including one electrical field inspection | \$177.00 |
| (e) For a change of scope to require Part 15 Director on Planning Review, the additional fee is the difference between the fees set out in subsections (a) and (b) above | |
| 1.2 Re-Inspection Fee | |
| Where a re-inspection is required to finalize approval of the installation of a sign after any field inspection, fee for each additional inspection or re-inspection | \$201.00 |
| 1.3 Fee for Sign Erected without Permit | |
| If a sign has been erected for which a sign permit is required, before a sign permit has been issued the fee is double the applicable fee or fees under section 1.1 | |
| 1.4 Fee for Revisions to Sign Permit | |
| Where a sign permit has been issued and must be revised, the fee for review by City staff | \$53.50/hour |
| 1.5 Sign By-Law Amendment Application Fees | |
| Amendment to Schedule A | |
| For an application to initiate an amendment to Schedule A only to assign a new Comprehensive Development District to a Sign District Schedule at the time of re-zoning | \$713.00 |

Minor Sign By-Law Amendment

| | |
|--|------------|
| For an application to initiate an amendment to the Sign By-Law for each sign requiring a minor amendment | \$3,560.00 |
|--|------------|

| | |
|--|----------|
| For every additional sign requiring a minor amendment under the same application | \$713.00 |
|--|----------|

Major Sign By-Law Amendment

| | |
|--|------------|
| For an application to initiate an amendment to the Sign By-Law for each sign requiring a major amendment | \$8,090.00 |
|--|------------|

| | |
|--|------------|
| For every additional sign requiring a major amendment under the same application | \$1,620.00 |
|--|------------|

By-Law Amendment for new Sign District

| | |
|--|-------------|
| For an application to initiate amendments to the Sign By-Law to create a new Sign District | \$23,760.00 |
|--|-------------|

1.6 Fees for Removal and Storage of Unsafe Signs

| | |
|---|---------|
| (a) Fee for removal and transportation of signs that are certified by the City Building Inspector to be structurally unsafe | at cost |
|---|---------|

| | |
|-----------------------|----------|
| (b) Daily storage fee | \$ 29.70 |
|-----------------------|----------|

EXPLANATION**Miscellaneous Fees By-law amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Miscellaneous Fees By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Miscellaneous Fees By-law No. 5664
Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. Council strikes Schedule 1 of the Miscellaneous Fees By-law, and substitutes it for Schedule 1 attached to this By-law as Appendix A.
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 January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

APPENDIX A

Schedule 1

1. Adopt or Amend an Area Development Plan (ADP)

For adoption or amendment of an Area Development Plan:

Up to 0.4 ha (43,128 sq. ft.) site area \$35,700.00

For each additional 100 m² (1,080 sq. ft.) of site area, or part thereof \$347.00

Maximum fee \$142,600.00

2. Amend an Official Development Plan (ODP) and Area Development Plan (ADP)

For an amendment to the text of an Official Development Plan and any associated Area Development Plan \$53,700.00

3. Amend a Regional or Provincial Land Use Designation

For an amendment of a regional or provincial land use designation \$3,610.00

4. Research Requests

For research requests:

(a) Research requests requiring up to a maximum of 2 hours of staff time \$289.00

(b) Extensive research requests (as time and staffing levels permit):

For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above \$145.00

5. Site Profile Review

For each review of a site profile \$100.00

6. Appeal to Board of Variance/Parking Variance Board

For the filing of an appeal \$2,370.00

7. Approved Use Research Requests

Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws

(a) Residential \$66.10

(b) Commercial (one unit only) \$66.10

(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time \$289.00

For each additional hour or part thereof beyond the 2 hours referred in clause (c) above \$145.00

8. Producing Permit/Document Copies

Provide paper copies of permits or specific documents from either microfiche or our images database.

(a) 1 to 3 paper copies \$64.20

(b) Each additional copy \$12.70

9. File Research Environmental

Provide written information as to whether the City records indicate that a property has any contamination or environmental issues \$289.00

10. Building Grades

The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:

(a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:

| | |
|---|------------|
| Length of property abutting street or lane, or both, is | |
| Up to 31 m | \$1,710.00 |
| Over 31 m and up to 90 m | \$2,050.00 |
| Over 90 m and up to 150 m | \$2,870.00 |
| Over 150 m and up to 300 m | \$4,240.00 |
| Over 300 m | \$6,280.00 |

(b) Where the applicant provides approved building grade

survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:

| | |
|---|------------|
| Length of property abutting street or lane, or both, is | |
| Up to 31 m | \$511.00 |
| Over 31 m and up to 90 m | \$677.00 |
| Over 90 m and up to 150 m | \$844.00 |
| Over 150 m and up to 300 m | \$1,180.00 |
| Over 300 m | \$1,870.00 |

11. Traffic Management Plan Review

| | |
|--|------------|
| (a) Where the review is less than 1 hour of staff time | \$66.10 |
| (b) Where the review is 1 to 15 hours of staff time | \$661.00 |
| (c) Where the review is over 15 hours of staff time | \$1,860.00 |

12. Discharge of a Registered Encumbrance

| | |
|---|----------|
| (a) Where the review requires up to 2 hours of staff time | \$264.00 |
| (b) Where the review requires more than 2 hours of staff time | \$661.00 |

13. Road Closure Fee \$11,100.00

EXPLANATION**Protection of Trees By-law amending By-law
Re: 2021 Fee increases**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Protection of Trees By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

**A By-law to amend
Protection of Trees By-law No. 9958
Regarding Fees for 2021**

1. This By-law amends the indicated provisions of Protection of Trees By-law No. 9958.
2. Council strikes “\$84.50” from section 4.4(c)(i), and substitutes “\$87.00”.
3. Council strikes “\$243.00” from section 4.4(c)(ii), and substitutes “\$250.00”.
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 January 1, 2021.

ENACTED by Council this day of , 2020

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the Green Demolition By-law
Regarding Fees for 2021**

The attached By-law will implement Council's resolution of November 4, 2020 to amend the Green Demolition By-law to increase fees for 2021.

Director of Legal Services
November 24, 2020

BY-LAW NO.

A By-law to amend the Green Demolition By-law Regarding Fees for 2021

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

1. This By-law amends the indicated provisions of Green Demolition By-law No. 11023.
2. Council strikes out “\$350.00” from section 6.1 and substitutes “\$360.00”.
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 January 1, 2021.

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: 5190-5226 Cambie Street**

Following the Public Hearing on March 13, 2018, Council gave conditional approval to the rezoning of the site at 5190-5226 Cambie 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 resolutions.

Director of Legal Services
November 24, 2020

5190-5226 Cambie 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-733 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (755).

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law, Lock-off Units, and Multiple Dwellings;
- (b) Institutional Uses, limited to Child Day Care; 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 2534.9 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 2.43.

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 permitted floor area.

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

Building Height

5. Building height, measured from base surface, must not exceed 20.2 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 of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

6.5 An obstruction referred to in Section 6.2 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 (755).

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 licensed professional acoustical engineer demonstrating that the noise levels in those portions of dwelling units listed below will not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq24) sound level and will be defined simply as noise level in decibels.

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

Severability

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

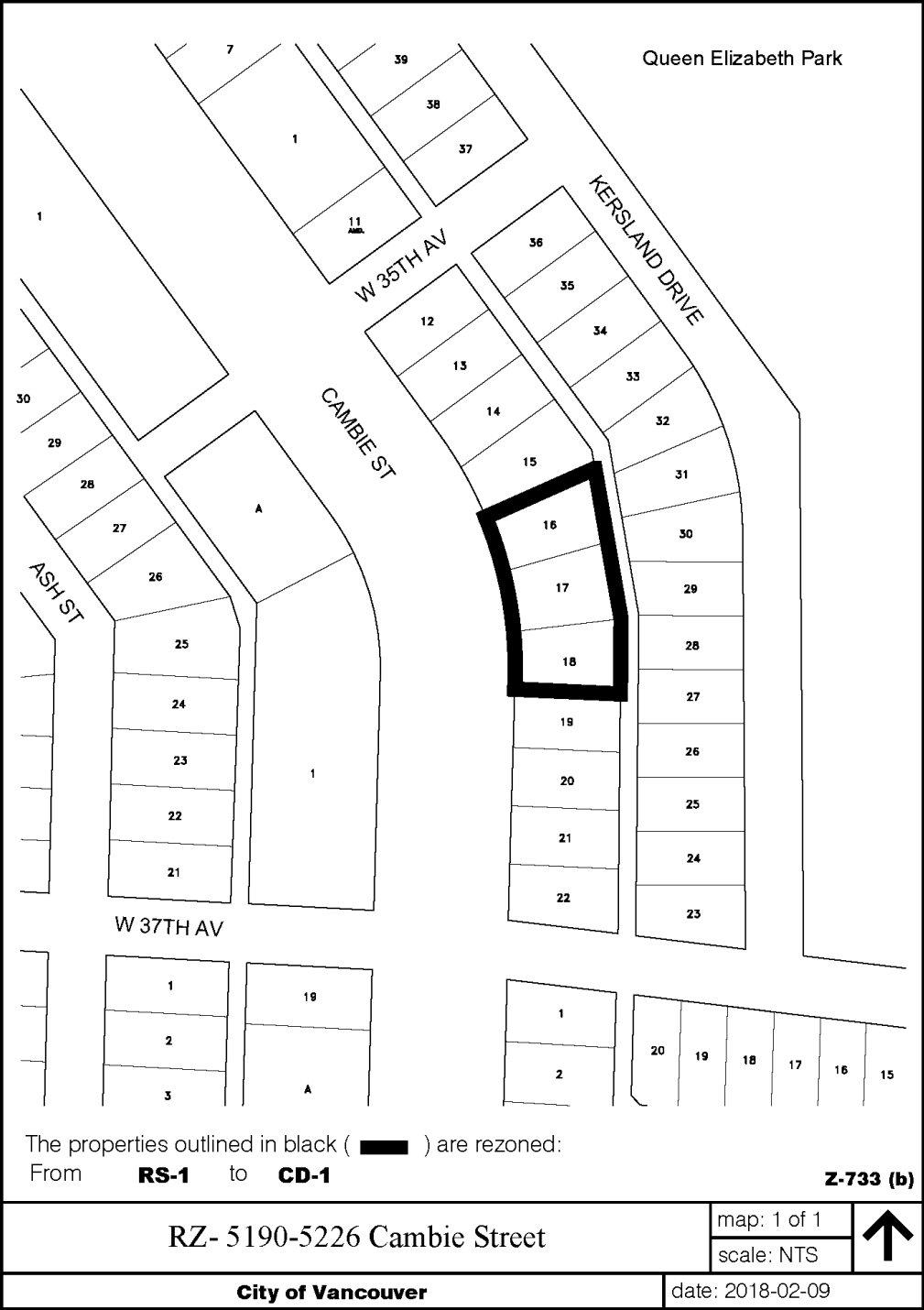
Force and effect

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

ENACTED by Council this day of _____, 2020

Mayor

Acting City Clerk



EXPLANATION

19

Authorization to enter into a Housing Agreement Re: 3493 Commercial Street

On March 9, 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
November 24, 2020

3493 Commercial Street

BY-LAW NO. _____

A By-law to enact a Housing Agreement for 3493 Commercial 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:

PID: 031-118-500 Lot A District Lot 751 Group 1 New Westminster District Plan
EPP102275

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

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

PAGE 1 OF 17 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)

Andrew Beechinor, Barrister & Solicitor (Jillian Sych)

Lawson Lundell LLP, Barristers & Solicitors

1600 - 925 West Georgia Street

Vancouver

BC V6C 3L2

Tel: 604.685.3456

File No.: 37481-152157

Document No.: 18910967

File No.: LS-19-01634-007 (Housing Agreement)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

031-118-500

LOT A DISTRICT LOT 751 GROUP 1 NEW WESTMINSTER DISTRICT
 PLAN EPP102275

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):

HUDSONMORRIS (3495 COMMERCIAL) HOLDINGS CORP., INC. NO. BC1127169

MCAP FINANCIAL CORPORATION, INC. NO. A62340 (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

BRITISH COLUMBIA

V5Y 1V4

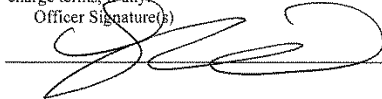
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



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

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 09 |

Transferor(s) Signature(s)

HUDSONMORRIS (3495
 COMMERCIAL) HOLDINGS
 CORP., by its authorized signatory
 (ies):

Print Name: Andrew Beechinor

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 17 PAGES

Officer Signature(s)

**LINH HUE QUACH**A Commissioner for Taking Affidavits
for the Province of British Columbia

My Commission expires April 30, 2022

MCAP Financial Corporation

Suite 2100, 475 Howe Street,

Vancouver, BC V6C 2B3

Tel: 604 630-3671

(as to both signatures)

Execution Date

| Y | M | D |
|----|----|----|
| 20 | // | /2 |

Transferor / Borrower / Party Signature(s)

MCAP FINANCIAL CORPORATION, by
its authorized signatory(ies):

Print Name: BLAKE JOHNSTON



Print Name: RAY JOHNSON

CITY OF VANCOUVER, by its
authorized signatory:

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

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
| Covenant | | Entire Instrument |

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|--|
| Priority Agreement | | granting the above Covenant priority over Mortgage CA8216369 and Assignment of Rents CA8216370 |

| 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)

WHEREAS:

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

- (i) the Transferor, **HUDSONMORRIS (3495 COMMERCIAL) HOLDINGS CORP.**, 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-2019-00435 (the “**Development Application**”) to retain, restore and add one additional floor to the existing two-storey mixed-use heritage building on the Lands, consisting of retail and restaurant uses on the first storey, four (strata) dwelling units on the second storey and four (secured market rental) units on the third storey, and to develop an infill building with 10 (strata) dwelling units with vehicular lane access to the surface parking accessible from the rear lane, 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:

“2.18 *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 and/or Section 219 Covenant to secure all residential rental units as secured market rental housing units or non-market rental housing units for the longer of 60 years or the life of the building.*

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

the (“**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 Heritage 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) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (c) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (d) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (f) **"Commercial Units"** means the units on the first storey of the Heritage Building to be re-developed by the Owner pursuant to the Development Application for retail and restaurant uses;
- (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 his or her 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 his or her 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 his or her successors in function and their respective nominees;
- (l) **"Heritage Building"** means the existing two-storey mixed-use heritage building located on the Lands, which is to be altered by adding one additional storey, 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;

- (m) **"Infill Building"** means a new infill building having 10 (strata) dwelling units, with vehicular lane access to the surface parking accessible from the rear lane, to be developed by the Owner pursuant to the Development Application;
- (n) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (o) **"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*);
- (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, 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) **"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;
- (r) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital C;
- (s) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (t) **"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;
- (u) **"Owner"** means the Transferor, HUDSONMORRIS (3495 COMMERCIAL) HOLDINGS CORP. Inc. No. BC1127169 and all assigns, successors and successors in title to the Lands or any part thereof;
- (v) **"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;
- (w) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(j) and **"Replacement Rental Housing Units"** means all of such units;
- (x) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (y) **"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 Heritage Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Rental Housing Units Lot;
- (z) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (aa) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

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 Heritage 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 four (4) residential rental units on the third storey of the Heritage 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, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (d) 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;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to 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;

- (f) throughout the Term, it will not suffer, cause or permit the Heritage 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, subject to Article 3;
- (g) 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(e), and any subdivision in contravention of Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will insure, or cause to be insured, the Heritage 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;
- (i) throughout the Term, it will keep and maintain the Heritage 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
- (j) if the Heritage Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Heritage 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 Heritage 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 SUBDIVISION OF THE LANDS

3.1 Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the Director of Legal Services, this Agreement and all applicable laws and by-laws,

the City will not unreasonably withhold its consent to a subdivision of the Lands, whether by subdivision plan, strata plan, air space plan or otherwise, provided that all, and only, the Market Rental Housing Units are contained within a single resulting parcel (the "**Rental Housing Units Lot**");

- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Heritage Building, the Owner may apply to the City for a partial discharge of this Agreement with respect to any lands or lot(s) other than the Rental Housing Units Lot (but, in the case of subdivision by deposit of a strata plan, not with respect to or from the common property), and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other resulting land or lot(s) provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units, or in respect of the Rental Housing Units Lot, as applicable, pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

Upon the filing of the discharge at the applicable Land Title Office this Agreement will be deemed to be amended as follows:

- (v) references to "**Heritage Building**" in Sections 2.1(a), (b), (f) and (i) will be replaced with "**Rental Housing Units Lot**";
- (vi) the obligation to insure in subsection 2.1(h) will be satisfied if the Owner obtains typical insurance obtained by a prudent owner of similar real property in Vancouver; and
- (vii) in the case of subdivision of the Lands by way of depositing a strata plan, the obligation to maintain, restore and repair in subsection 2.1(i) will be satisfied if the Owner votes in favour of any strata corporation resolution addressing maintenance, restoration and repairs.

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, the Heritage Building and the Infill Building, that:

- (a) the Heritage Building and the Infill Building will not be used or occupied except as follows:
 - (i) save and except with respect to the Commercial Units, the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Heritage Building or the Infill Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Heritage Building or the Infill Building until such time as the Owner is able to apply for an Occupancy Permit for the Rental Housing Units Lot and all its component parts and facilities; and
 - (ii) save and except with respect to the Commercial Units, the City will be under no obligation to issue any Occupancy Permit permitting the use and occupation of the Heritage Building or the Infill Building, notwithstanding completion of construction of the Heritage Building or the Infill Building, until such time as an Occupancy Permit can be issued for the Rental Housing Units Lot and all its component parts and facilities;
- (b) without limiting the general scope of Article 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4; and
- (c) notwithstanding anything herein to the contrary, the occupancy restrictions under this Article 4 shall not apply to the Commercial Units. The Owner may at any time apply for (and compel the issuance of) an Occupancy Permit (including a partial Occupancy Permit) in respect of the Commercial Units provided all applicable development and building conditions and all City occupancy requirements have been satisfied in respect of the Commercial Units.

ARTICLE 5 RECORD KEEPING

5.1 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 6 ENFORCEMENT

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

**ARTICLE 7
RELEASE AND INDEMNITY**

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

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

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

- (A) 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;

provided such Losses are not the result of, or relate in any way to any grossly 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 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 7.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 8 NOTICES

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

Hudsonmorris (3495 Commercial) Holdings Corp.
 1600 - 925 West Georgia Street
 Vancouver, British Columbia
 V6C 3L2

Attention: Jeremy Waldman and Maxwell Carroll

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

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

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

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

ARTICLE 9 MISCELLANEOUS

9.1 Agreement Runs With the Lands. 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.

9.2 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.

9.3 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.

9.4 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.

9.5 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.

9.6 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.

9.7 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.

9.8 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 9.8, 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.

9.9 No Contravention of Tenancy Legislation. The parties agree that nothing in this Agreement will require the Owner to act in contravention of the *Residential Tenancy Act* or any other applicable laws. To the extent that any obligation on the part of the Owner under this Agreement would so contravene the *Residential Tenancy Act* or any other applicable laws, this Agreement will be read as though such an obligation does not exist.

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

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

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

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 Chargeholder"** means MCAP FINANCIAL CORPORATION;
- (b) **"Existing Charges"** means the Mortgage registered under number CA8216369 and the Assignment of Rents registered under number CA8216370;
- (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: 1956-1990 Stainsbury Avenue**

After the public hearing on January 21, 2020, Council approved in principle the land owner's application to rezone the above noted property from RS-1A (One-Family Dwelling) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
November 24, 2020

1956-1990 Stainsbury Avenue

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1956-1990 Stainsbury Avenue**

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

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

NO PID

Lot 1 Block D West Part of District Lot 743 Group 1 New
Westminster District Plan EPP101899

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

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

1603819986 PAGE 1 OF 27 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)

Bell Alliance LLP

Barristers and Solicitors

201 - 1367 West Broadway

Vancouver

BC V6H 4A7

Phone: (604) 873-8723

File Ref. No: 111289-007

LTO Client No: 12235

Deduct LTSA Fees? Yes ☒

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

**NO PID NMNR LOT 1 BLOCK D WEST PART OF DISTRICT LOT 743 GROUP 1 NEW
 WESTMINSTER DISTRICT PLAN EPP101899**

STC? YES

Related Plan Number: **EPP101899**

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):

1196908 B.C LTD. (INC. NO. BC1196908)

CANADA ICI CAPITAL CORPORATION (INC. NO. A0067505) (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:
 N/A

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

Officer Signature(s)

Lisa Miro

Barrister & Solicitor

201 - 1367 W. Broadway

Vancouver, BC V6H 4A7

604-873-8723

(as to both signatures)

| Execution Date | | |
|----------------|----|----|
| Y | M | D |
| 20 | 10 | 27 |

Transferor(s) Signature(s)

1196908 B.C. LTD., by its
 authorized signatory(ies):

Talib Jiwani

Rishi Kapoor

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.

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 27 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION
Entire InstrumentNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the above charge priority over Mortgage
CA8273511 and Assignment of Rents CA8273512

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
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING

1956-1990 STAINSBURY AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1196908 B.C. Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "Rezoning Application") from RS-1A (Single-Family Dwelling) District to CD-1 (Comprehensive Development) District, 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 of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, 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 (collectively, the "Housing Condition") and
- D. The Owner is entering into this Agreement to satisfy the 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, 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 his or 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) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (i) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

- (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (k) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
 - (l) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units;
 - (m) **"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;
 - (n) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
 - (o) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;
 - (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;

- (viii) child support, maintenance payments or support from family/friends/community;
- (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
- (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;
- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;

- (xx) income from approved live-in care givers;
- (xxi) GST and Income Tax rebates; and
- (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (p) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (q) "**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;
- (r) "**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;
- (s) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the floor space ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(p) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program;
- (t) "**Moderate Income Rental Housing Pilot Program**" means the pilot program adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 and November 26, 2019, which pilot program provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the floor space ratio is made available to moderate income households;
- (u) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;
 - (ii) monthly rent rate;
 - (iii) aggregate household Income of the Occupants;
 - (iv) number of Occupants residing therein;
 - (v) number of bedrooms contained therein;

- (vi) length of occupancy of the current Tenant; and
- (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(g); and

such report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (v) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (w) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (x) **"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;
- (y) **"Occupants"** means persons for whom a Rental Housing Unit serves as their principal residence and an **"Occupant"** means any one of them, as the context requires;
- (z) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, 1196908 B.C. Ltd., and its successors and permitted assigns;
- (aa) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (bb) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (cc) **"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;
- (dd) **"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 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;
- (ee) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (ff) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (gg) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (hh) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (ii) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (jj) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (kk) **"Statement of Moderate Income Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge, the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
 - (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (ll) **"Tenancy Agreement"** means a tenancy agreement, lease, licence or other agreement granting rights to occupy a Moderate Income Rental Housing Unit;
- (mm) **"Tenant"** means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (nn) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (oo) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (pp) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (qq) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

applicable in British Columbia.

- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, 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 throughout the Term:
- (a) the Lands, New Building and the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, 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) all of the Dwelling 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**"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "**Moderate Income Rental Housing Units**"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such

replacement Dwelling Units hereinafter referred to as a "**Replacement For-Profit Affordable Rental Housing Units**") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement Moderate Income Rental Housing Units**") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Moderate Income Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;

will have two or more bedrooms;
- (e) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(p);
 - (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;

- (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
- (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not sublease the Moderate Income Rental Unit or assign the Tenancy Agreement in whole or in part; and
- (E) a clause:
 - I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
 - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body

having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:

- (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
- (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and
 - (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;

- (h) the Owner 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 for a term of less than one month at a time;
- (i) 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 to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 8.9;
- (j) the Owner 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;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), 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(j), 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;
- (l) the Owner will keep and maintain the New Building, the For-Profit Affordable Rental Housing Units 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;
- (m) if the New Building, the For-Profit Affordable Rental Housing Units or any part thereof, are damaged 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 reasonable wear and tear excepted;
- (n) the Owner 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;
- (o) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

| <u>UNIT TYPE</u> | <u>AVERAGE SIZE (APARTMENT)</u> | <u>AVERAGE SIZE (TOWNHOUSE)</u> |
|------------------|-------------------------------------|-------------------------------------|
| Studio | 42 square metres | N/A |
| 1 Bedroom | 56 square metres | 56 square metres |
| 2 Bedrooms | 77 square metres | 90 square metres |
| 3 Bedrooms | 97 square metres | 112 square metres |
| 4 Bedrooms | N/A | 125 square metres |

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size;

(p) with respect to the Moderate Income Rental Housing Units:

(i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

| <u>UNIT TYPE</u> | <u>AVERAGE MONTHLY STARTING RENTS</u> |
|------------------|---------------------------------------|
| Studio | \$950 |
| 1 Bedroom | \$1,200 |
| 2 Bedrooms | \$1,600 |
| 3 Bedrooms | \$2,000 |

(ii) the rents to be charged by the Owner to the first Tenants of each of the Moderate Income Housing Rental Units in the New Building following issuance of the Occupancy Permit are as set forth in the rent roll attached hereto as Schedule A, and

the Owner shall not increase the monthly rents for any of the Moderate Income Rental Housing Units, except for annual increases in monthly rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not increase the monthly rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit.

**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 a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final rent roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(n), is in force and effect, in form and substance satisfactory to

the City;

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
 - (b) within ninety (90) days of:
 - (i) a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,
 complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
 - (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and
 - (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant

pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

- (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. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or
 - D. 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 or which could not have been sustained "but for" any of the following:

- (i) this Agreement;

- (ii) 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;

- C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
- D. 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
- (iii) 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
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

The indemnities in this Article 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: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

1196908 B.C. Ltd.
201-1367 West Broadway
Vancouver, British Columbia V6H 4A7

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. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 8.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 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 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, the Owner shall not be in breach of its obligation to ensure that:
- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
 - (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 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*.
- 8.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (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), and subject always to Sections 2.1(i) and 2.1(j) the Owner of the Lands and the New Building 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 such Owner under this Agreement. The provisions in this Section 8.9 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).

- 8.10 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.
- 8.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 8.12 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 - MODERATE INCOME RENTAL UNITS RENT ROLL

1956-1990 Stainsbury Ave

Proforma Rent Roll - Rezoning Application

DCL Waiver BY-Law

"Market" - DCL Waiver by-law

"Affordable" - MIRHPP Moderate Income

| Unit # | Bdrm | Unit Type | Sq Ft | Net | Rezoning |
|---|-------------|------------|-----------|------------|---------------|
| | | | | Rentable | Proforma |
| | | | | | Rents |
| 109 | 2B | Affordable | 745 | | 1,600 |
| 113 | 3B | Affordable | 835 | | 2,000 |
| 202 | 1B | Affordable | 545 | | 1,200 |
| 203 | 2B | Affordable | 730 | | 1,600 |
| 207 | S | Affordable | 415 | | 950 |
| 208 | S | Affordable | 450 | | 950 |
| 212 | 3B | Affordable | 950 | | 2,000 |
| 219 | 3B | Affordable | 900 | | 2,000 |
| 302 | 1B | Affordable | 545 | | 1,200 |
| 303 | 2B | Affordable | 730 | | 1,600 |
| 307 | S | Affordable | 415 | | 950 |
| 319 | 3B | Affordable | 900 | | 2,000 |
| 415 | 3B | Affordable | 900 | | 2,000 |
| 515 | 3B | Affordable | 900 | | 2,000 |
| | | | | 9860 | |
| Unit Summary: | | | | | |
| 1B | 34% | 27 | 2 | 2.5% | 25 31.3% |
| 2B | 23% | 18 | 3 | 3.8% | 15 18.8% |
| 3B | 14% | 11 | 6 | 7.5% | 5 6.3% |
| S | 30% | 24 | 3 | 3.8% | 21 26.3% |
| Total | 100% | 80 | 14 | 18% | 66 83% |
| Rentable Net Floor Area (Sq Ft):* | | | | | |
| | | 49,365 | 9,860 | 20% | 39,505 80% |
| Family Units (2+3 brdms) | | | | | |
| | | 36% | | | |
| Gross monthly rent at occupancy date | | | | \$ | 166,236 |
| Average \$ / sq ft | | | | \$ | 3.37 |
| Parking | 35 | \$ | 100.00 | | 3,500 |
| Storage units | 20 | \$ | 65.00 | | 1,300 |
| Total revenue per month | | | | \$ | 171,036 |
| Total revenue per annum | | | | \$ | 2,052,433 |

* Net rentable area measures from inside face of walls within the suite.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8273511 and the Assignment of Rents registered under number CA8273512;
- (b) **"Existing Chargeholder"** means CANADA ICI CAPITAL CORPORATION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

**CANADA
PROVINCE OF BRITISH COLUMBIA**

IN THE MATTER OF LOT 1 BLOCK D WEST PART OF DISTRICT LOT 743 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP101899, (the "Property")

AND: Form C Charge of the Property from CANADA ICI CAPITAL CORPORATION (INC. NO.
A0067505) (the "Transferor") to CITY OF VANCOUVER (the "Transferee"), as to the priority
agreement, to be filed herewith

AFFIDAVIT OF EXECUTION

I, Roger Swainson, of Edmonton, in the Province of Alberta, MAKE OATH AND
SAY:

1. I am 16 years of age or older and am acquainted with the person named in the instrument as the
Transferor/Mortgagor.
2. I am acquainted with the signature of the Transferor and believe that the signature subscribed to the
instrument is the signature of the Transferor.
3. The signature of the Transferor was not certified by an officer under Part 5 of the *Land Title Act*,
R.S.B.C. 1996, c. 250 because due to the COVID-19 Pandemic the Transferor/Mortgagor was not
able to appear in person before an officer.
4. This affidavit has been signed in counterparts by me and the witnessing notary, lawyer or
commissioner. (If applicable)

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the
same force and effect as if made under oath.

DECLARED BEFORE ME at Edmonton
Province of Alberta on the 5 day of
November, 2020

Patti McKenzie
A Commissioner for taking
Affidavits for Alberta

)
)
)
)
)
)
)
Roger Swainson
Roger Swainson

PATTI D. MCKENZIE
A Commissioner for Oaths in and for Alberta
My Commission Expires August 21, 2023

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2538 Birch Street**

After the public hearing on July 9, 10 and 14 2020, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on the terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the enactment of a text amendment of the CD-1 (708) Rezoning By-law. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
November 24, 2020

2538 Birch Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2538 Birch 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:

030-417-261

Lot 1 Block 353 District Lot 526 Group 1 New Westminster
District Plan EPP81033

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

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

PAGE 1 OF 27 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)

DENTONS CANADA LLP

Barristers and Solicitors

20th Floor, 250 Howe Street

Vancouver

BC V6C 3R8

Telephone 604-687-4460

File No. 565483-4/ Wilfred Chan (6778)

S. 219 Covenant for Housing Agreement

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-417-261**LOT 1 BLOCK 353 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP81033**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):

1061511 B.C. LTD. (INC. NO. BC1061511)**COMPUTERSHARE TRUST COMPANY OF CANADA (INC. NO. A52313) (AS TO PRIORITY)**

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)


WILFRED CHAN

Barrister & Solicitor

DENTONS CANADA LLP

20th Floor, 250 Howe Street

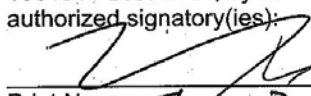
Vancouver, BC V6C 3R8

Telephone: (604) 687-4460

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 12 |

Transferor(s) Signature(s)

1061511 B.C. LTD., by its
authorized signatory(ies):
Print Name: **Thomas Pappajohn**

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 27 PAGES

Officer Signature(s)




Sam Golder
Notary Public in and for
The Province of British Columbia
100 University Ave., Suite 1100
Toronto, ONTARIO M5J 2Y1
416-263-9341

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 10 |

Transferor / Borrower / Party Signature(s)

COMPUTERSHARE TRUST
COMPANY OF CANADA, by its
authorized signatory(ies):



Daniel Lee
Professional, MBS

Print Name:



Print Name:

Ashvini Sivanantham
Administrator, MBS

CITY OF VANCOUVER, by its
authorized signatory:

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 27 PAGES

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|--|
| Covenant | | Section 219 Covenant Entire Instrument |
| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
| Priority Agreement | | Granting the above charge priority over Mortgage CA4977621, as modified by CA5921618, CA6792468 and CA7739445 and Assignment of Rents CA4977622, as modified by CA5921619, CA6792469 and CA7739446 |
| 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
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING**

2538 BIRCH STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1061511 B.C. Ltd., is called the "Owner", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application (the "**Rezoning Application**") for a text amendment of Rezoning By-law CD-1 (708) to permit a taller mixed-use building (27 storey with a mezzanine) with approximately 258 secured rental units on the upper floors with 22 per cent of the residential floor area being secured as moderate income units under the Moderate Income Rental Housing Pilot Program, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the text amendment to the rezoning by-law (Rezoning By-law CD-1 (708) and the text amendment will collectively be referred to as 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 of the residential units as secured rental housing units with at least 22 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, 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 (collectively, the "**Housing Condition**") and
- D. The Owner is entering into this Agreement to satisfy the 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, 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 his or 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) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
- (j) "Eligible Person" means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or

more than 90 days in total in any calendar year, without the prior written consent of the Owner;

- (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (k) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
 - (l) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units;
 - (m) **"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;
 - (n) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
 - (o) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;
 - (v) Employment Insurance and WorkSafe BC insurance;

- (vi) training allowances;
 - (vii) income from the Resettlement Assistance Program;
 - (viii) child support, maintenance payments or support from family/friends/community;
 - (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
 - (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,
- but does not include:
- (xi) earnings of dependent children aged 18 and under (regardless of student status);
 - (xii) student loans, equalization payments, student grants and scholarships;
 - (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
 - (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
 - (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
 - (xvi) Universal Child Care Benefits;
 - (xvii) BC Childcare Subsidy;

- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers;
- (xxi) GST and Income Tax rebates; and
- (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (p) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (q) "**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;
- (r) "**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;
- (s) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 22% of the residential floor area that is counted in the calculation of the floor space ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(p) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program;
- (t) "**Moderate Income Rental Housing Pilot Program**" means the pilot program adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 and November 26, 2019, which pilot program provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the floor space ratio is made available to moderate income households;
- (u) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;
 - (ii) monthly rent rate;
 - (iii) aggregate household Income of the Occupants;

- (iv) number of Occupants residing therein;
- (v) number of bedrooms contained therein;
- (vi) length of occupancy of the current Tenant; and
- (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(g); and

such report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (v) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (w) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (x) **"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;
- (y) **"Occupants"** means persons for whom a Rental Housing Unit serves as their principal residence and an **"Occupant"** means any one of them, as the context requires;
- (z) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, 1196908 B.C. Ltd., and its successors and permitted assigns;
- (aa) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (bb) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;
- (cc) **"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;
- (dd) "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 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;
- (ee) "Replacement For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement For-Profit Affordable Rental Housing Unit" means one such unit;
- (ff) "Replacement Moderate Income Rental Housing Units" has the meaning ascribed to that term in Section 2.1(c) and "Replacement Moderate Income Rental Housing Unit" means one such unit;
- (gg) "*Residential Tenancy Act*" means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (hh) "*Residential Tenancy Regulation*" means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (ii) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (jj) "Rezoning By-law" has the meaning ascribed to that term in Recital C;
- (kk) "Statement of Moderate Income Rental Housing Unit Eligibility" means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge, the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;
 - (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and

- (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (ll) "Tenancy Agreement" means a tenancy agreement, lease, licence or other agreement granting rights to occupy a Moderate Income Rental Housing Unit;
- (mm) "Tenant" means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (nn) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (oo) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (pp) "*Vancouver Charter*" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (qq) "*Vancouver DCL By-law*" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, 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 throughout the Term:
- (a) the Lands, New Building and the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, 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) all of the Dwelling 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**"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty-two (22) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "**Moderate Income Rental Housing Units**"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement

building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Moderate Income Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Moderate Income Rental Housing Units are pursuant to this Agreement;

(d) not less than:

- (i) 35% of the For-Profit Affordable Rental Housing Units; and
- (ii) 35% of the Moderate Income Rental Housing Units;

will have two or more bedrooms;

(e) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:

- (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
- (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(p);
- (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
- (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;
- (v) each Tenancy Agreement shall include:

- (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
- (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
- (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
- (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not sublease the Moderate Income Rental Unit or assign the Tenancy Agreement in whole or in part; and
- (E) a clause:
 - I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
 - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on

which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner 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 for a term of less than one month at a time;
- (i) 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 to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.9;
- (j) the Owner 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;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), 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(j), 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;
- (l) the Owner will keep and maintain the New Building, the For-Profit Affordable Rental Housing Units 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;
- (m) if the New Building, the For-Profit Affordable Rental Housing Units or any part thereof, are damaged 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 reasonable wear and tear excepted;
- (n) the Owner 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;
- (o) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

| <u>UNIT TYPE</u> | <u>AVERAGE SIZE (APARTMENT)</u> | <u>AVERAGE SIZE (TOWNHOUSE)</u> |
|------------------|-------------------------------------|-------------------------------------|
| Studio | 42 square metres | N/A |
| 1 Bedroom | 56 square metres | 56 square metres |
| 2 Bedrooms | 77 square metres | 90 square metres |
| 3 Bedrooms | 97 square metres | 112 square metres |
| 4 Bedrooms | N/A | 125 square metres |

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size;

(p) with respect to the Moderate Income Rental Housing Units:

(i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

| <u>UNIT TYPE</u> | <u>AVERAGE MONTHLY STARTING RENTS</u> |
|------------------|---------------------------------------|
| Studio | \$950 |
| 1 Bedroom | \$1,200 |
| 2 Bedrooms | \$1,600 |
| 3 Bedrooms | \$2,000 |

(ii) the rents to be charged by the Owner to the first Tenants of each of the Moderate Income Housing Rental Units in the New Building following issuance of the Occupancy Permit are as set forth in the rent roll attached hereto as Schedule A, and

the Owner shall not increase the monthly rents for any of the Moderate Income Rental Housing Units, except for annual increases in monthly rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit.

**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 a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final rent roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(n), is in force and effect, in form and substance satisfactory to

the City;

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
 - (b) within ninety (90) days of:
 - (i) a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,
 complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
 - (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and
 - (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

**ARTICLE 6
ENFORCEMENT**

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

**ARTICLE 7
RELEASE AND INDEMNITY**

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (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. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or
 - D. 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 or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) 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;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. 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
- (iii) 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
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

7.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

1061511 B.C. Ltd.
670 - 1665 West Broadway

Vancouver, British Columbia
V6J 1X1

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 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, the Owner shall not be in breach of its obligation to ensure that:
- (a) not less than twenty-two (22%) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty-two (22%) percent of the residential floor areas, for the remainder of the

period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and

- (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 9.4 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.6 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.7 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.8 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (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), and subject always to

Sections 2.1(i) and 2.1(j) the Owner of the Lands and the New Building 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 such Owner under this Agreement. The provisions in this Section 9.9 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).

- 9.10 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 9.12 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 - MODERATE INCOME RENTAL UNITS RENT ROLL

RENT ROLL - 2538 Birch Street

| MIRHPP Initial Monthly Rents | | | | |
|------------------------------|--------|----------|----------|----------|
| Unit # | Studio | 1 Bdr | 2 Bdr | 3 Bdr |
| 404 | | | \$ 1,600 | |
| 406 | \$ 950 | | | |
| 407 | | \$ 1,200 | | |
| 408 | | \$ 1,200 | | |
| 409 | | \$ 1,200 | | |
| 410 | | | \$ 1,600 | |
| 411 | | | \$ 1,600 | |
| 412 | | | \$ 1,600 | |
| 501 | | | | \$ 2,000 |
| 502 | \$ 950 | | | |
| 504 | | \$ 1,200 | | |
| 505 | \$ 950 | | | |
| 507 | \$ 950 | | | |
| 508 | | \$ 1,200 | | |
| 509 | | \$ 1,200 | | |
| 510 | | \$ 1,200 | | |
| 511 | | | \$ 1,600 | |
| 512 | | | \$ 1,600 | |
| 513 | | | \$ 1,600 | |
| 601 | | | | \$ 2,000 |
| 602 | \$ 950 | | | |
| 604 | | \$ 1,200 | | |
| 605 | \$ 950 | | | |
| 607 | \$ 950 | | | |
| 608 | | \$ 1,200 | | |
| 609 | | \$ 1,200 | | |
| 610 | | \$ 1,200 | | |
| 611 | | | \$ 1,600 | |
| 612 | | | \$ 1,600 | |
| 613 | | | \$ 1,600 | |
| 701 | | | | \$ 2,000 |
| 707 | \$ 950 | | | |
| 708 | | \$ 1,200 | | |
| 709 | | \$ 1,200 | | |
| 710 | | \$ 1,200 | | |
| 711 | | | \$ 1,600 | |
| 712 | | | \$ 1,600 | |
| 713 | | | \$ 1,600 | |
| 714 | | | | \$ 2,000 |
| 801 | | | | \$ 2,000 |
| 805 | | | \$ 1,600 | |
| 807 | \$ 950 | | | |
| 808 | | \$ 1,200 | | |
| 809 | | \$ 1,200 | | |
| 810 | | \$ 1,200 | | |
| 812 | | | \$ 1,600 | |
| 813 | | | \$ 1,600 | |
| 814 | | | | \$ 2,000 |
| 906 | | \$ 1,200 | | |
| 908 | | \$ 1,200 | | |
| 1002 | | \$ 1,200 | | |
| 1005 | | \$ 1,200 | | |
| 1006 | | \$ 1,200 | | |
| 1007 | | \$ 1,200 | | |
| 1102 | | \$ 1,200 | | |
| 1107 | | \$ 1,200 | | |
| 1202 | | \$ 1,200 | | |
| 1207 | | \$ 1,200 | | |
| Total Units: 58 | | | | |
| | \$ | 27 | 16 | 6 |

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA4977621, as modified by CA5921618, CA6792468 and CA7739445 and the Assignment of Rents registered under number CA4977622, as modified by CA5921619, CA6792469 and CA7739446;
- (b) "Existing Chargeholder" means Computershare Trust Company of Canada, Inc. No. A5231;
- (c) "New Charges" means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 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: 1649 East Broadway**

After the public hearing on September 15, 2020, Council approved in principle a Housing Agreement to be entered into by the City and the land owner, on the terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the enactment of a text amendment of the CD-1 (715) Rezoning By-law. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
November 24, 2020

1649 East Broadway

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1649 East Broadway**

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:

030-467-365

Lot 1 Block 154 District Lot 264A Group 1 New
Westminster District Plan EPP82462

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

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

PAGE 1 OF 29 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)

DENTONS CANADA LLP

Barristers and Solicitors

20th Floor, 250 Howe Street

Vancouver

BC V6C 3R8

Telephone 604-687-4460

File No. 522024-4/ Wilfred Chan (6778)

S. 219 Covenant for Housing Agreement

Deduct LTSA Fees? Yes ☒

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

030-467-365

**LOT 1 BLOCK 154 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
 DISTRICT PLAN EPP82462**

STC? YES ☐

3. NATURE OF INTEREST

SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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

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

(b) ☒ Express Charge Terms Annexed as Part 2

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

5. TRANSFEROR(S):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

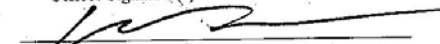
CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



WILFRED CHAN

Barrister & Solicitor

DENTONS CANADA LLP

20th Floor, 250 Howe Street

Vancouver, B.C. V6C 3R8

Telephone (604) 687-4460

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 13 |

Transferor(s) Signature(s)

0923172 B.C. LTD., by its
 authorized signatory(ies):

Print Name: Thomas Pappajohn

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 29 PAGES

Officer Signature(s)


COLIN J. McIVER
Barrister & Solicitor
DENTONS CANADA LLP
20th Floor, 250 Howe Street
Vancouver, B.C. V6C 3R8
telephone (604) 687-4460

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 13 |

Transferor / Borrower / Party Signature(s)

ARGO VENTURES INC., by its
authorized signatory(ies):

Print Name: JASON HONG

Print Name:

PEOPLES TRUST COMPANY., by its
authorized signatory(ies):

Print Name:

Print Name:

CITY OF VANCOUVER, by its
authorized signatory:

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 D

EXECUTIONS CONTINUED

PAGE 2 of 29 PAGES

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)


| Y | M | D |
|----|----|----|
| 20 | 11 | 15 |

ARGO VENTURES INC., by its
authorized signatory(ies):

Print Name:

Print Name:


PEOPLES TRUST COMPANY., by its
authorized signatory(ies):


Print Name: **Dennis Dineen**
Senior Vice President
Commercial Banking

Print Name:

CITY OF VANCOUVER, by its
authorized signatory:

Print Name:


GARY M. YAFFE
Barrister & Solicitor
P.O. BOX 49130
2900 - 595 BURRARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7524

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.

| NATURE OF INTEREST | CHARGE NO. | ADDITIONAL INFORMATION |
|--------------------|------------|------------------------|
|--------------------|------------|------------------------|

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 4 OF 29 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)

0923172 B.C. LTD.
(INC. NO. BC0923172)

ARGO VENTURES INC.
(INC. NO. BC1088204)
(AS TO PRIORITY)

PEOPLE'S TRUST COMPANY
(INC. NO. A0033943)
(AS TO PRIORITY)

TERMS OF INSTRUMENT - PART 2

**HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING**

1649 EAST BROADWAY

WHEREAS:

- A.** It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 0923172 B.C. Ltd., is called the "**Owner**", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, City of Vancouver, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B.** The Owner is the registered owner of the Lands;
- C.** The Owner made an application (the "**Rezoning Application**") for a text amendment of Rezoning By-law CD-1 (715) to permit the development of a 12-storey mixed-use building consisting of commercial uses at grade and 114 secured rental residential units, of which not less than 20 percent of the residential floor area that is counted in the calculation of the floor space ratio (23 residential units) will be secured as below-market units and after a public hearing to consider the Rezoning Application, the Rezoning Application was approved by City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the text amendment to the rezoning by-law (upon enactment the Rezoning By-law CD-1 (715), as amended by this text amendment will be referred to herein as 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 of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, 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 (collectively, the "**Housing Condition**") and
- D.** The Owner is entering into this Agreement to satisfy the 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, 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) **"Below-Market Rental Housing Policy for Rezoning"** means the City's Below-Market Rental Housing Policy for Rezoning approved by Council on November 26, 2019;
- (c) **"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;
- (d) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (f) **"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;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (j) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:

- (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;
 - (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (l) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
 - (m) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units;
 - (n) **"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;
 - (o) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
 - (p) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;

- (iv) seasonal employment;
- (v) Employment Insurance and WorkSafe BC insurance;
- (vi) training allowances;
- (vii) income from the Resettlement Assistance Program;
- (viii) child support, maintenance payments or support from family/friends/community;
- (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
- (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;

- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;
- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers;
- (xxi) GST and Income Tax rebates; and
- (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (q) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (r) "**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;
- (s) "**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;
- (t) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the floor space ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(p) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program and the Below-Market Rental Housing Policy for Rezonings;
- (u) "**Moderate Income Rental Housing Pilot Program**" means the pilot program adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 and November 26, 2019, which pilot program provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the floor space ratio is made available to moderate income households;
- (v) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;

- (ii) monthly rent rate;
- (iii) aggregate household Income of the Occupants;
- (iv) number of Occupants residing therein;
- (v) number of bedrooms contained therein;
- (vi) length of occupancy of the current Tenant; and
- (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(g); and

such report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (w) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (x) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (y) **"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;
- (z) **"Occupants"** means persons for whom a Rental Housing Unit serves as their principal residence and an **"Occupant"** means any one of them, as the context requires;
- (aa) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, 0923172 B.C. Ltd., and its successors and permitted assigns;
- (bb) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (cc) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;

- (dd) **"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;
- (ee) **"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 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;
- (ff) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (gg) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (hh) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (ii) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (jj) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (kk) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (ll) **"Statement of Moderate Income Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge, the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;

- (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
- (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (mm) "**Tenancy Agreement**" means a tenancy agreement, lease, licence or other agreement granting rights to occupy a Moderate Income Rental Housing Unit;
- (nn) "**Tenant**" means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (oo) "**Term**" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (pp) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (qq) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (rr) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

- (d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia.
- (f) Legislation. Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto in force on the Effective Date, 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 throughout the Term:
 - (a) the Lands, New Building and the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, 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) all of the Dwelling 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**"), provided that the For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "**Moderate Income Rental Housing Units**"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance

of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement For-Profit Affordable Rental Housing Units**") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement Moderate Income Rental Housing Units**") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units and the Moderate Income Rental Housing Units are pursuant to this Agreement;

- (d) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;
 will have two or more bedrooms;
- (e) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(p);
 - (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;
 - (v) each Tenancy Agreement shall include:

- (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
- (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
- (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
- (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not sublease the Moderate Income Rental Unit or assign the Tenancy Agreement in whole or in part; and
- (E) a clause:
 - I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(g); and
 - II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(g)(ii) every five (5) years following the date on

which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(e)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(e)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (f) if the Owner has terminated a Tenancy Agreement for the reasons specified in Sections 2.1(e)(v)(D)I to 2.1(e)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (g) in connection with Section 2.1(e), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (h) the Owner 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 for a term of less than one month at a time;
- (i) 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 to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.9;
- (j) the Owner 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;
- (k) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(i), 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(j), 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;
- (l) the Owner will keep and maintain the New Building, the For-Profit Affordable Rental Housing Units 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;
- (m) if the New Building, the For-Profit Affordable Rental Housing Units or any part thereof, are damaged 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 reasonable wear and tear excepted;
- (n) the Owner 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;
- (o) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

| <u>UNIT TYPE</u> | <u>AVERAGE SIZE (APARTMENT)</u> | <u>AVERAGE SIZE (TOWNHOUSE)</u> |
|------------------|-------------------------------------|-------------------------------------|
| Studio | 42 square metres | N/A |
| 1 Bedroom | 56 square metres | 56 square metres |
| 2 Bedrooms | 77 square metres | 90 square metres |
| 3 Bedrooms | 97 square metres | 112 square metres |
| 4 Bedrooms | N/A | 125 square metres |

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size;

(p) with respect to the Moderate Income Rental Housing Units:

(i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

| <u>UNIT TYPE</u> | <u>AVERAGE MONTHLY STARTING RENTS</u> |
|------------------|---------------------------------------|
| Studio | \$950 |
| 1 Bedroom | \$1,200 |
| 2 Bedrooms | \$1,600 |
| 3 Bedrooms | \$2,000 |

(ii) the rents to be charged by the Owner to the first Tenants of each of the Moderate Income Housing Rental Units in the New Building following issuance of the Occupancy Permit are as set forth in the rent roll attached hereto as Schedule A, except that such rent roll including the unit numbers, unit types, number of units and rents may be amended by the Owner prior to the issuance of the Development Permit and/or prior to the issuance of the Occupancy Permit, provided always that such rent roll complies with this Agreement and is satisfactory to the General Manager of Planning, Urban Design and Sustainability, as required in Sections 3.1(a)(i) and 4.1(a)(i), respectively, and

the Owner shall not increase the monthly rents for any of the Moderate Income Rental Housing Units, except for annual increases in monthly rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not

increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit.

**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 a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final rent roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units; and

- (B) proof of the insurance, consistent with the requirements of Section 2.1(n), is in force and effect, in form and substance satisfactory to the City;
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the New Building or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
 - (b) within ninety (90) days of:
 - (i) a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,

complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
 - (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n); and

- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

- (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. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
- C. withholding any permit pursuant to this Agreement; or
- D. 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 or which could not have been sustained "but for" any of the following:

- (i) this Agreement;

- (ii) 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;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. 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
- (iii) 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
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

7.2 Conduct of Proceedings.

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

with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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: General Manager of Planning, Urban Design and Sustainability with a concurrent copy to the Director of Legal Services

If to the Owner, addressed to:

0923172 B.C. Ltd.
670 - 1665 West Broadway
Vancouver, British Columbia
V6J 1X1

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 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 9.9, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(e)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, the Owner shall not be in breach of its obligation to ensure that:
- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section

2.1(c) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and

- (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 9.4 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.6 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.7 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.8 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

- 9.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (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), and subject always to Sections 2.1(i) and 2.1(j) the Owner of the Lands and the New Building 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 such Owner under this Agreement. The provisions in this Section 9.9 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).
- 9.10 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.
- 9.12 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 - MODERATE INCOME RENTAL UNITS RENT ROLL

1649 East Broadway

RENT ROLL

| Maximum Average Initial Monthly Rents | | | | |
|---------------------------------------|-----------------|------------------|-----------------|-----------------|
| Unit # | Studio | 1 Bdr | 2 Bdr | 3 Bdr |
| 203 | | \$ 1,200 | | |
| 204 | | | \$ 1,600 | |
| 206 | | \$ 1,200 | | |
| 207 | | \$ 1,200 | | |
| 209 | | | | \$ 2,000 |
| 210 | | | | \$ 2,000 |
| 211 | | | \$ 1,600 | |
| 301 | \$ 950 | | | |
| 302 | \$ 950 | | | |
| 303 | | | \$ 1,600 | |
| 304 | | \$ 1,200 | | |
| 305 | | | \$ 1,600 | |
| 306 | | \$ 1,200 | | |
| 307 | | \$ 1,200 | | |
| 308 | | \$ 1,200 | | |
| 311 | | | \$ 1,600 | |
| 402 | \$ 950 | | | |
| 404 | | \$ 1,200 | | |
| 406 | | \$ 1,200 | | |
| 407 | | \$ 1,200 | | |
| 408 | | \$ 1,200 | | |
| 409 | | | | \$ 2,000 |
| 410 | | \$ 1,200 | | |
| TOTAL: | \$ 2,850 | \$ 14,400 | \$ 8,000 | \$ 6,000 |
| Units Total: 23 | 3 | 12 | 5 | 3 |

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA8286917 and the Assignment of Rents registered under number CA8286918;
- (b) **“Existing Chargeholder”** means **Argo Ventures Inc.**;
- (c) **“New Charges”** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA8321823 and the Assignment of Rents registered under number CA8321824;
- (b) **“Existing Chargeholder”** means **Peoples Trust Company**;
- (c) **“New Charges”** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2601-2619 East Hastings Street**

After the public hearing on November 5, 2019, Council approved in principle the land owner's application to rezone the above noted property from C-2C (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Arts, Culture, and Community Services and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
November 24, 2020

2601-2619 East Hastings Street

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2601-2619 East Hastings Street**

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

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

031-044-760 LOT 1 TOWN OF HASTINGS SUBURBAN LANDS GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP100543

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

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)

Neil Mangan, Barrister & Solicitor

Bell Alliance LLP

201 - 1367 West Broadway

Vancouver

BC V6H 4A7

Phone: 604-873-8723

Fax: 604-873-8785

BA Matter: 180773-001

File No. LS-19-02514-006 - Housing Agreement (Rental 100)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

031-044-760

LOT 1 TOWN OF HASTINGS SUBURBAN LANDS GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP100543STC? YES ☐

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Entire Instrument

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):

NICOLAOU PROPERTIES LTD. (INCORPORATION NO. BC0613687)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

Lisa Niro

Barrister & Solicitor

201 - 1367 West Broadway

Vancouver, BC V6H 4A7

Execution Date

| Y | M | D |
|----|----|----|
| 20 | 11 | 16 |

Transferor(s) Signature(s)

NICOLAOU PROPERTIES LTD. by
its authorized signatory(ies):

Print Name: Ioanis Nikolaou

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 | | |

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
2601-2619 EAST HASTINGS STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, NICOLAOU PROPERTIES LTD., is called the "Owner"; 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 from C-2C (Commercial) District to CD-1 (Comprehensive Development) District (the "Rezoning Application") to increase the floor space ratio from 3.00 to 3.74 and the building height from 13.8 metres to 21.9 metres to permit the development of a six-storey mixed-use building which includes 46 rental housing units, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services, 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 residential units in the New Building 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 said public hearing; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing 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, 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) **"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;
- (j) **"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;
- (k) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (l) **"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 NICOLAOU PROPERTIES LTD., and its successors and permitted assigns;
- (t) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable 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(n) 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) "**Rezoning Application**" has the meaning ascribed to that term in Recital C;
- (y) "**Rezoning By-law**" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (z) "**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;
- (aa) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (bb) "**Vancouver Charter**" means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (cc) "**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 it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain such number of Housing Units as approved in the Development Permit in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, 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 will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
- (e) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
 - (i) for a studio - \$1,360;
 - (ii) for a one-bedroom - \$1,730
 - (iii) for a two-bedroom - \$2,308; and
 - (iv) for a three-bedroom - \$3,030,

and the rents proposed to be charged for each For-Profit Affordable Rental Housing Unit are as set forth in the rent roll attached hereto as Schedule A, all of which are subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));

- (f) 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 for a term of less than one month at a time;
- (g) 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 to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and in accordance with Section 9.8;
- (h) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands 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;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), 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(h), 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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; and
- (n) 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.

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 a rent roll to, and to the satisfaction of, the General Manager of Arts, Culture and Community Services confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type, mix and sizes shall comply with this Agreement when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 4.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of 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 satisfaction of the General Manager of Arts, Culture and Community Services:
 - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix

and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and

- (B) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; 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 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit 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 such records to be to the satisfaction of the General Manager of Arts, Culture and Community Services. At the request of the General Manager of Arts, Culture and Community Services, from time to time, the Owner will:
 - (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
 - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which

are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.1(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 7.2(b) ; and

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

- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 7 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 8 NOTICES

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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 General Manager of Arts, Culture and Community Services, the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

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

Nicolaou Properties Ltd.
110 - 11231 Dyke Road
Richmond, BC V7A 0A1

Attention: John Nicolaou

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

ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 9.9 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.

9.10 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.

0141565v5
October 19, 2020

2601 East Hastings Street
Nicolau Properties

October 20, 2020
Unit Rent Roll

| | 2018 DCL Rates | Average |
|--------|-------------------|-------------|
| Studio | \$ 1,360.00 | \$ 1,360.00 |
| 1-br | \$ 1,730.00 | \$ 1,730.00 |
| 2br | \$ 2,308.00 | \$ 2,308.00 |
| 3br | \$ 3,030.00 | \$ 3,030.00 |

END OF DOCUMENT

| Unit | Unit Type | Rent | Unit | Unit Type | Rent | Unit | Unit Type | Rent |
|------|-----------|-------------|------|-----------|-------------|------|-----------|-------------|
| 201 | Amenity | | 301 | studio | \$ 1,360.00 | 401 | studio | \$ 1,400.00 |
| 202 | 1-br | \$ 1,550.00 | 302 | 1-br | \$ 1,700.00 | 402 | 1-br | \$ 1,750.00 |
| 203 | 1-br | \$ 1,550.00 | 303 | 1-br | \$ 1,700.00 | 403 | 1-br | \$ 1,750.00 |
| 204 | 1-br | \$ 1,570.00 | 304 | 1-br | \$ 1,700.00 | 404 | 1-br | \$ 1,750.00 |
| 205 | 1-br | \$ 1,600.00 | 305 | 1-br | \$ 1,700.00 | 405 | 1-br | \$ 1,750.00 |
| 206 | 2-br | \$ 2,200.00 | 306 | 2-br | \$ 2,200.00 | 406 | 2-br | \$ 2,319.00 |
| 207 | studio | \$ 1,250.00 | 307 | studio | \$ 1,360.00 | 407 | studio | \$ 1,400.00 |
| 208 | 3-br | \$ 2,700.00 | 308 | 3-br | \$ 3,020.00 | 408 | 3-br | \$ 3,030.00 |
| 209 | Studio | \$ 1,330.00 | 309 | Studio | \$ 1,365.00 | 409 | Studio | \$ 1,400.00 |
| 210 | Studio | \$ 1,330.00 | 310 | Studio | \$ 1,365.00 | 410 | Studio | \$ 1,400.00 |
| 211 | 2-br | \$ 2,200.00 | 311 | 2-br | \$ 2,200.00 | 411 | 2-br | \$ 2,319.00 |
| 501 | 1-br | \$ 1,800.00 | 601 | 1-br | \$ 1,900.00 | | | |
| 502 | 1-br | \$ 1,800.00 | 602 | 3-br | \$ 3,200.00 | | | |
| 503 | 1-br | \$ 1,800.00 | 603 | 1-br | \$ 1,900.00 | | | |
| 504 | 1-br | \$ 1,800.00 | 604 | 2-br | \$ 2,400.00 | | | |
| 505 | 1-br | \$ 1,800.00 | 605 | 3-br | \$ 3,200.00 | | | |
| 506 | 2-br | \$ 2,350.00 | 606 | 2-br | \$ 2,500.00 | | | |
| 507 | 2-br | \$ 2,350.00 | | | | | | |
| 508 | 2-br | \$ 2,350.00 | | | | | | |

Schedule A
Rent Roll

Housing Agreement and Building Use Covenant
2601-2619 East Hastings Street