

**EXPLANATION****A By-law to amend the Rental Housing Stock  
Official Development Plan**

Following a Public Hearing on December 2 and 10, 2020, Council resolved to amend the RHS ODP to allow for greater flexibility in replacement housing. Enactment of the attached By-law is in accordance with Council direction

Director of Legal Services  
January 19, 2021

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

**A By-law to amend the Rental Housing Stock Official Development Plan**

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

1. This By-law amends the indicated provisions of Schedule A of By-law No. 9488.
2. In section 2.4(a)(i)A, Council inserts “or on another site that was subject to this RHS ODP before it was rezoned to allow for replacement housing, and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing,” following “zoning district,”.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend various District Schedules of the Zoning and Development By-law to reflect an amendment to the Rental Housing Stock Official Development Plan**

Following a Public Hearing on December 2 and 10, 2020, Council resolved to amend various District Schedules to reflect an amendment to RHS ODP to allow for greater flexibility in replacement housing. Enactment of the attached By-law is in accordance with Council direction.

Director of Legal Services  
January 19, 2021

## A By-law to amend various District Schedules of the Zoning and Development By-law to reflect an amendment to the Rental Housing Stock Official Development Plan

1. This By-law amends the indicated provisions of the Zoning and Development By-law.

3. In section 3.3.4(a)(i)A of the RM-5, RM-5A, RM-5B, RM-5C and RM-5D Districts Schedule, Council inserts “or on another site that was subject to the RHS ODP before it was rezoned to allow for replacement housing, and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing,” following “zoning district,”.

4. In section 3.3.2(a)(i)A of the RM-6 and FM-1 District Schedules, Council inserts “or on another site that was subject to the RHS ODP before it was rezoned to allow for replacement housing, and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing,” following “zoning district,”.

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

ENACTED by Council this            day of            , 2021

Mayor

Acting City Clerk

**EXPLANATION****A By-law to amend  
Zoning and Development By-law No. 3575  
Regarding Zero Emissions Building Features**

Following the Public Hearing on December 8, 2020, Council resolved to amend the Zoning and Development By-law to update zoning regulations for zero emissions residential buildings. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
Regarding Zero Emissions Building Features**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In Section 10, Council:

(a) adds the following new Section 10.15A in the correct numerical order:

**“10.15A Floor Area Exclusions for Zero Emissions Mechanical Equipment  
in Residential Buildings of Three Storeys or Less**

10.15A.1 For residential buildings of three storeys or less, the Director of Planning may exclude up to 2.3 m<sup>2</sup> per dwelling unit from the computation of floor area to accommodate zero emissions mechanical equipment for heating or hot water.”;

and

(b) in Section 10.18, adds the following new Section 10.18.7 in the correct numerical order:

“10.18.7 For residential buildings of three storeys or less, an additional 0.15 m in height is permitted if the roof contains at least 0.35 m of insulation.”.

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       , 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend License By-law No. 4450  
regarding shopping bag fee increases**

The attached By-law will further implement Council's resolution of December 9, 2020 to amend the License By-law regarding the effective date of requirements for shopping bags, by delaying shopping bag fee increases for one year.

Director of Legal Services  
January 19, 2021

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

**A By-law to amend License By-law No. 4450  
regarding shopping bag fee increases**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council strikes the date "January 1, 2022" from subsections 15.9(8) and 15.9(9) and replaces the date with "January 1, 2023".
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 enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Mayor

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



**EXPLANATION****Gas Fitting By-law amending By-law  
Re: 2021 Fees**

On November 24, 2020, Council enacted an amendment to the Gas Fitting By-law regarding fees for 2021. An error in one of the installation fees occurred as a result of that amendment, and the enactment of the attached by-law will rectify it.

Director of Legal Services  
January 19, 2021

**BY-LAW NO.**

**A By-law to amend Gas Fitting By-law No. 3507  
regarding 2021 fees**

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

1. This By-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. In Appendix A - Fee Schedule, Council strikes out:  
“  
Each replacement water heater, gas range, furnace or boiler \$121.00”  
and substitutes the following:  
“  
Each replacement water heater, gas range, furnace or boiler \$51.50”
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 enactment.

ENACTED by Council this                      day of                      , 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****By-law to amend Zoning and Development By-law No. 3575  
to rezone an area to CD-1 re: 582-588 West King Edward Avenue**

Following the Public Hearing on November 5, 2019, Council gave conditional approval to the rezoning of the site at 582-588 West King Edward Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
January 19, 2021

582-588 West King Edward Avenue

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-760 (g) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (757).

**Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (757), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

**Conditions of Use**

4.1 There shall be no dwelling units above the fourth storey.

4.2 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;
  - (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**

5.1 Computation of floor area must assume that the site area is 1,673.5 m<sup>2</sup>, being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 1.96.

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

5.4 Computation of floor area must exclude:

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

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area, including common indoor amenity space on the fifth floor, which must not exceed 55.7 m<sup>2</sup>.

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

### **Building Height**

6. Building height, measured from base surface to top of the fifth floor amenity room roof, must not exceed 18.6 m.

## **Horizontal Angle of Daylight**

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

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

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

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

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

7.5 An obstruction referred to in Section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (757).

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

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

## **Acoustics**

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

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

## Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (757).

## Severability

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

## Force and effect

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

ENACTED by Council this       day of                          , 2021

Mayor

Acting City Clerk

**Schedule A**





**EXPLANATION****A By-law to rezone an area to CD-1  
re: 1956 – 1990 Stainsbury Avenue**

Following the public hearings on January 21 and 28, 2020, Council gave conditional approval to the rezoning of the site at 1956 – 1990 Stainsbury Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
January 19, 2021

1956–1990 Stainsbury Avenue

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-763 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (758).

**Definitions**

3. Words in this By-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, “Dwelling Unit Area” is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this By-law; and
- (b) “Moderate Income Rental Housing Units” means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

**Uses**

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

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Retail Uses, limited to Public Bike Share; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

## **Conditions of Use**

5.1 A minimum of 20% of the total dwelling unit area must be Moderate Income Rental Housing Units.

5.2 The design and layout of at least 35% of the dwelling units must:

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

5.3 The Director of Planning or Development Permit Board may vary the percentage of family units indicated in section 5.2, taking into consideration all applicable Council policies and guidelines.

5.4 There shall be no dwelling units above the fifth storey.

## **Floor Area and Density**

6.1 Computation of floor space ratio must assume that the site consists of 2,137 m<sup>2</sup> being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 2.67.

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

6.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base

surface, except that the exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4 (e), a minimum of 20% of the excluded floor area must be located within the Moderate Income Rental Housing Units.

### **Building Height**

7. Building height, measured from base surface to top of parapet, must not exceed 18.0 m. except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

### **Horizontal Angle of Daylight**

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

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

- (a) the minimum distance of unobstructed view is not less than 3.7 m; or
- (b) the habitable room is within a unit assigned to moderate income households and containing a minimum of three bedrooms, where the horizontal angle of daylight requirements is relaxed for no greater than one of the habitable rooms in the unit.

8.5 An obstruction referred to in section 8.2 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 (758).

8.6 A habitable room referred to in section 8.1 does not include:

(a) a bathroom; or

(b) a kitchen whose floor area is the lesser of:

(i) 10% or less of the total floor area of the dwelling unit; or

(ii) 9.3 m<sup>2</sup>.

### **Acoustics**

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

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

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

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (758).

### **Severability**

11. 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**

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

ENACTED by Council this      day of      , 2021

\_\_\_\_\_  
Mayor

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

**Schedule A**



**EXPLANATION****A By-law to rezone an area to CD-1  
re: 3600 East Hastings Street**

Following the public hearings on January 21 and 28, 2020, Council gave conditional approval to the rezoning of the site at 3600 East Hastings 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  
January 19, 2021

3600 East Hastings 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-763 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (759).

**Definitions**

3. Words in this By-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

**Uses**

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;



- (b) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store except for Small-scale Pharmacy, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses permitted in this section.

### **Conditions of Use**

5.1 A minimum of 20% of the total dwelling unit area must be Moderate Income Rental Housing Units.

5.2 The design and layout of at least 35% of the dwelling units must:

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

5.3 The Director of Planning or Development Permit Board may vary the percentage of family units indicated in section 5.2, taking into consideration all applicable Council policies and guidelines.

5.4 There shall be no dwelling units above the 14-storey.

5.5 Non-residential uses are restricted to the ground floor.

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

5.7 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

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

### **Floor Area and Density**

6.1 Computation of floor space ratio must assume that the site consists of 995.4 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses combined must not exceed 7.14.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the permitted residential floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted residential floor area; and

- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4 (e), a minimum of 20% of the excluded floor area must be located within the Moderate Income Rental Housing Units.

## **Building Height**

7. Building height, measured from base surface to top of parapet, must not exceed 46.6 m.

## **Horizontal Angle of Daylight**

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

8.2 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.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

- (a) the minimum distance of unobstructed view is not less than 3.7 m; or
- (b) the habitable room is within a unit assigned to moderate income households and containing a minimum of three bedrooms, where the horizontal angle of daylight requirements is relaxed for no greater than one of the habitable rooms in the unit.

8.5 An obstruction referred to in section 8.2 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 (759).

8.6 A habitable room referred to in section 8.1 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

(iii) 9.3 m<sup>2</sup>.

### **Acoustics**

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

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

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

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (759).

### **Severability**

11. 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**

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

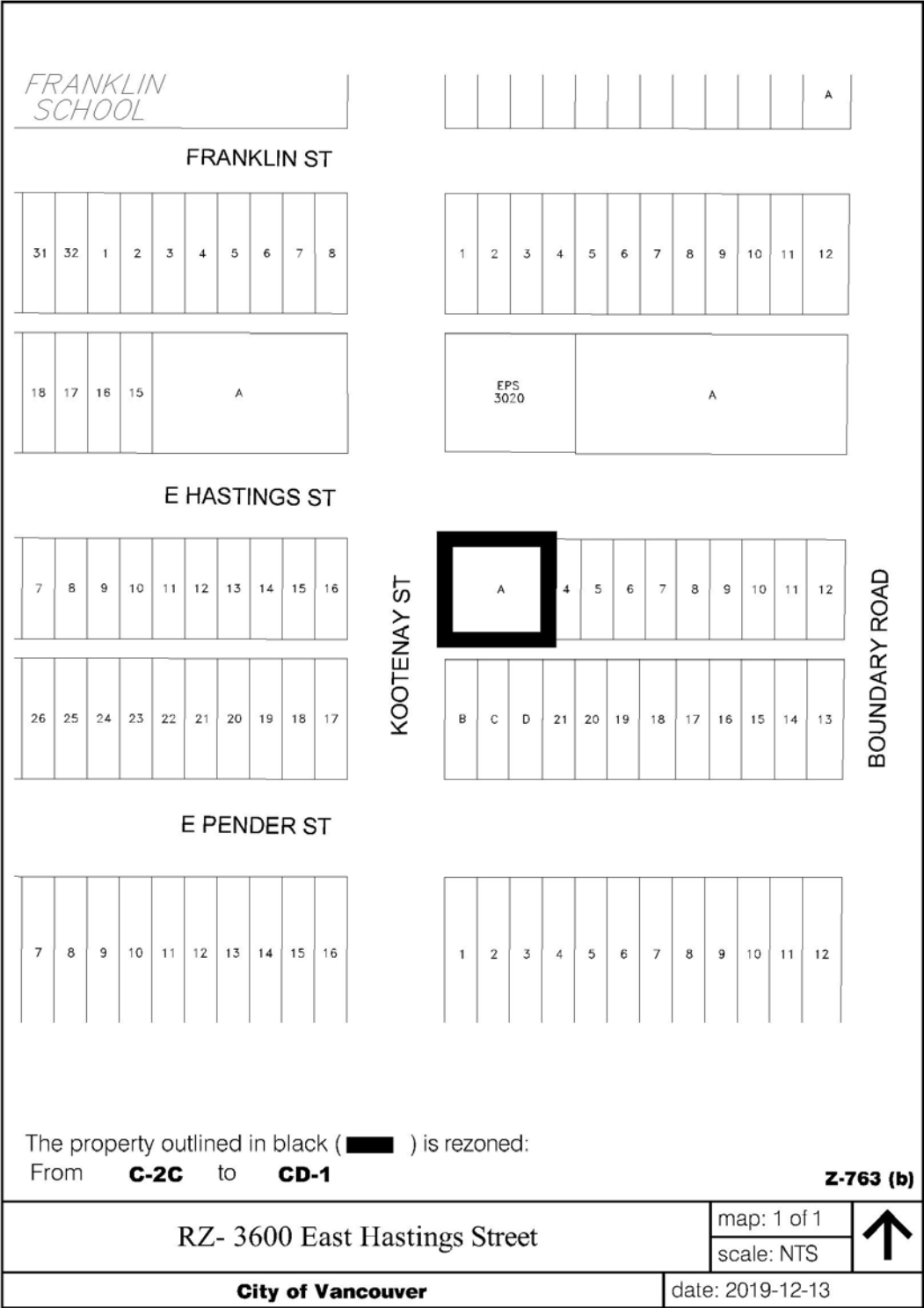
ENACTED by Council this      day of      , 2021

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Mayor

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Acting City Clerk



**EXPLANATION****By-law to amend Zoning and Development By-law No. 3575  
to rezone an area to CD-1 re: 2601-2619 East Hastings Street**

Following the Public Hearing on November 5, 2019, Council gave conditional approval to the rezoning of the site at 2601-2619 East Hastings Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021

2601-2619 East Hastings 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-760 (i) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (760).

**Uses**

3. Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Office Use;
- (d) Retail Uses, limited to Cannabis Store, Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (e) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Restaurant – Class 1, Restaurant – Class 2, School – Arts or Self-Improvement, School – Business, and School – Vocational or Trade;

- (f) Institutional Uses, limited to Child Day Care Facility, and Social Service Centre; and
- (g) Accessory uses customarily ancillary to the uses permitted in this section.

### **Conditions of Use**

4.1 All commercial uses and accessory uses listed in this section shall be carried on wholly within a completely enclosed building except for the following:

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

4.2 The design and layout of at least 35% of the dwelling units must, in the opinion of the Director of Planning:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with all applicable policies and guidelines.

4.3 The maximum frontage for any commercial use is 15.3 m.

4.4 No general office except for entrances thereto shall be located within a depth of 10.7 m of the front wall of the building and extending across its full width on that portion of a storey having an elevation within 2.0 m of street grade on the fronting street, except that this section shall not apply to an insurance, travel agency or real estate office provided the Director of Planning first approves the location and size of the office space.

4.5 No portion of the first storey of a building to a depth of 10.7 m from the East Hastings Street frontage of the building and extending across its full width shall be used for residential purposes, except for entrances to the residential portion.

### **Floor Area and Density**

5.1 Computation of floor area must assume that the site consists of 1,122 m<sup>2</sup> being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The maximum permitted floor area for all uses combined is 4,200 m<sup>2</sup>.



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

5.4 Computation of floor area must exclude:

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

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

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

## **Building Height**

6. The maximum permitted building height is 21.9 m.

## **Horizontal Angle of Daylight**

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (760).

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

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

### **Acoustics**

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

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

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

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (760).

### **Severability**

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

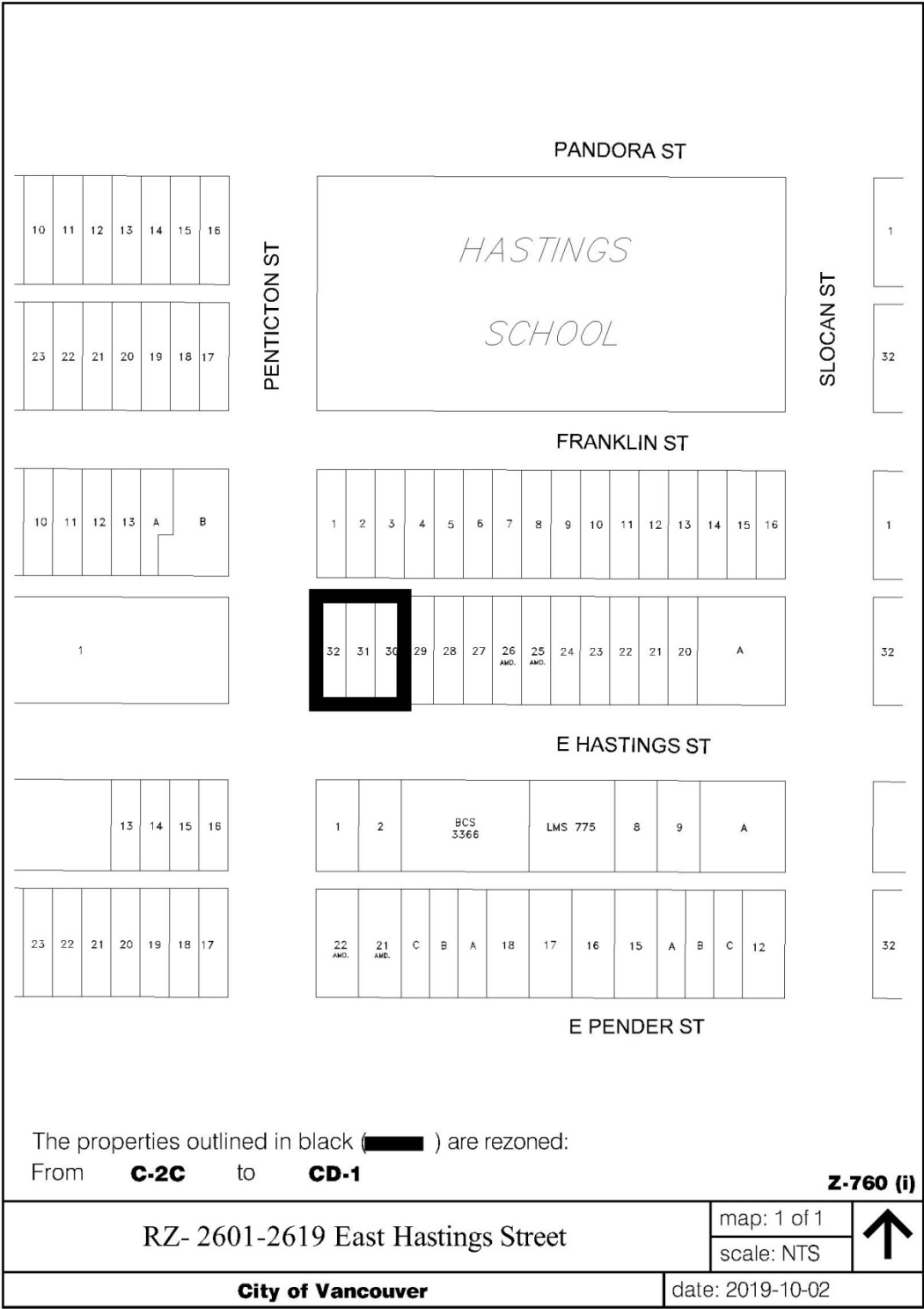
## Force and Effect

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

ENACTED by Council this      day of      , 2021

Mayor

Acting City Clerk



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

Following the Public Hearing on April 4, 2019, Council gave conditional approval to the rezoning of the site at 976 West 52nd Avenue and 6822-6868 Oak Street from RS-1 (One-Family Dwelling) District to RM-8AN (Multiple Dwelling) District to permit a townhouse development with a floor space ratio (FSR) up to 1.2. 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  
January 19, 2021

976 West 52nd Avenue and  
6822-6868 Oak Street

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

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This By-law amends the Zoning District plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-751 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8AN District Schedule.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2021

\_\_\_\_\_  
Mayor

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

**Schedule A**



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

Following the Public Hearing on November 5, 2019, Council gave conditional approval to the rezoning of the site at 643-683 West 31st Avenue from RS-1 (One-Family Dwelling) District to RM-8A (Multiple Dwelling) District to permit a townhouse development with a floor space ratio (FSR) up to 1.2. 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  
January 19, 2021



643-683 West 31st Avenue

**BY-LAW NO.**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-760 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8A District Schedule.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2021

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Mayor

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Acting City Clerk

**Schedule A**



The properties outlined in black ( ) are rezoned:  
From **RS-1** to **RM-8A**

**Z-760 (d)**

**RZ - 643-683 West 31st Avenue**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2019-10-03

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

Following the Public Hearing on January 23, 2020, Council gave conditional approval to the rezoning of the site at 2209 - 2249 East Broadway. 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  
January 19, 2021

2209-2249 East Broadway

**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-764 (c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (762).

**Uses**

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (762), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling;
- (b) Retail Uses, limited to Public Bike Share; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

**Conditions of Use**

4. 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**

5.1 Computation of floor space ratio must assume that the site consists of 2,260 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 2.65.

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

5.4 Computation of floor area must exclude:

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

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

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

### **Building Height**

6. Building height, measured from base surface, must not exceed 21.5 m.

## Horizontal Angle of Daylight

- 7.1 Each habitable room must have at least one window on an exterior wall of a building.
- 7.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.
- 7.3 Measurement of the plane or planes referred to in section 7.2 must be horizontally from the centre of the bottom of each window.
- 7.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all of the applicable policies and guidelines adopted by Council; and
  - (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 7.5 An obstruction referred to in section 7.2 means:
- (a) any part of the same building including permitted projections; or
  - (b) the largest building permitted under the zoning on any site adjoining CD-1 (762).
- 7.6 A habitable room referred to in section 7.1 does not include:
- (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) 10% or less of the total floor area of the dwelling unit, or
    - (ii) 9.3 m<sup>2</sup>.

## Acoustics

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

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

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

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (762).

### **Severability**

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

### **Force and effect**

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

ENACTED by Council this      day of      , 2021

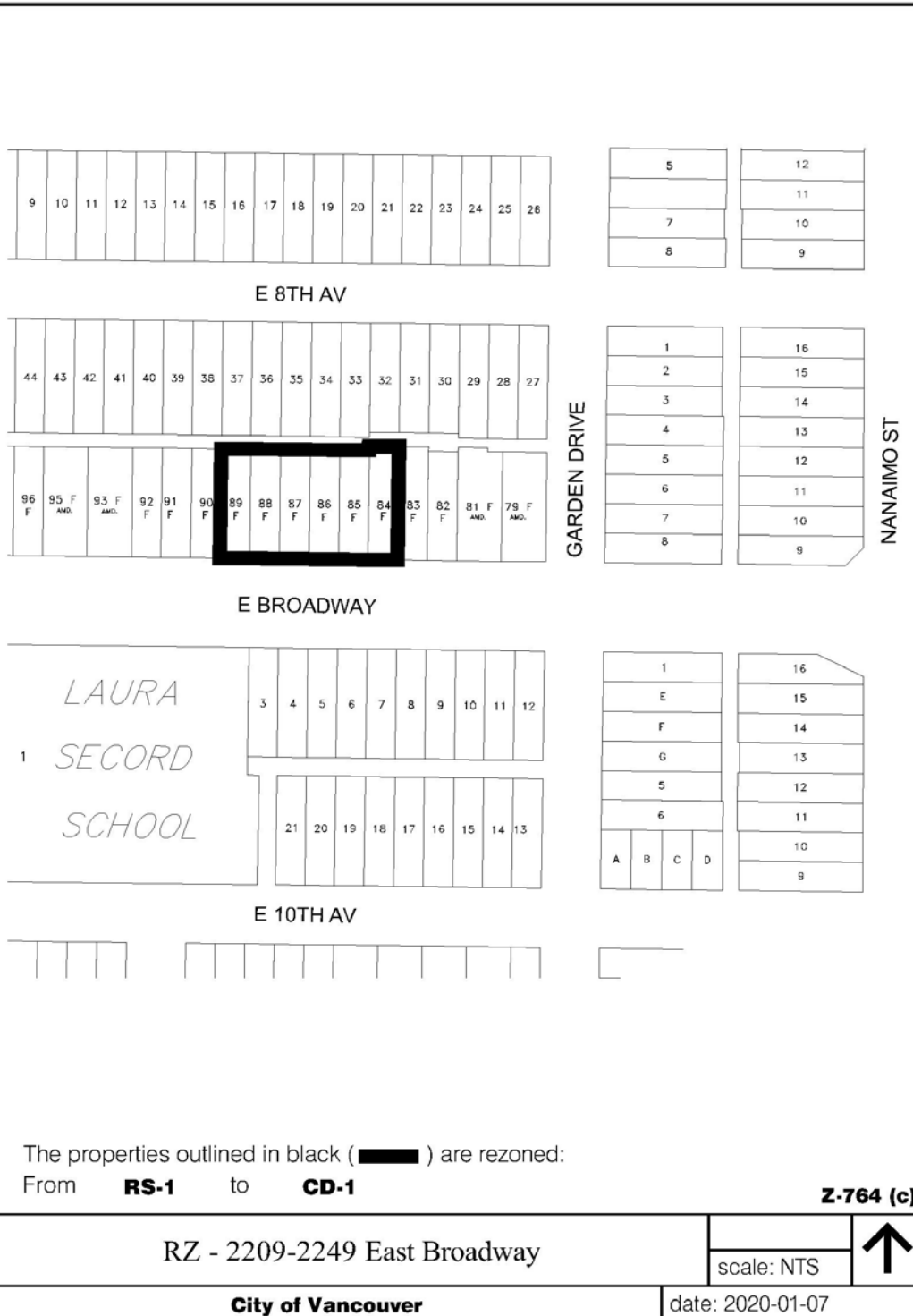
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Mayor

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Acting City Clerk

**Schedule A**





**EXPLANATION****Heritage Designation By-law  
Re: 6825 West Boulevard**

At the Public Hearings on June 25 and 30, 2020, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 6825 West Boulevard protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
January 19, 2021

6825 West Boulevard  
(Twiss 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 of the improvements  
and exterior building materials  
of the heritage building  
(Twiss Residence)

6825 West  
Boulevard

PID: 013-006-096  
Lot 7, Except Parcel A  
(See B47424L) Block 2  
South District Lot 526  
Plan 3271

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            , 2021

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Mayor

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Acting City Clerk

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 3350 Marine Way**

After the public hearing on May 26, 2020, Council approved in principle the land owner's application to rezone the above noted property to amend CD-1 (566) By-law No. 10947 to allow, inter alia, secured market rental housing use on the land, 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, Development 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  
January 19, 2021

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
For 3350 Marine Way**

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:

029-824-974                      LOT 44 DISTRICT LOTS 330 AND 331 GROUP 1 NEW  
WESTMINSTER DISTRICT PLAN EPP51435

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                      , 2021

\_\_\_\_\_  
Mayor

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

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

PAGE 1 OF 23 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)

20-01240-006 - Parcel 14 Housing Agreement

Deduct LTSA Fees? Yes ☒

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

**029-824-974 LOT 44 DISTRICT LOTS 330 AND 331 GROUP 1 NEW WESTMINSTER  
DISTRICT PLAN EPP51435**

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):

**PARK LANE RIVER DISTRICT DEVELOPMENTS LTD., INC.NO. BC0885878  
THE TORONTO-DOMINION BANK, AS TO PRIORITY**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE  
VANCOUVER

BRITISH COLUMBIA  
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:  
N/A

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

**SARAH BATUT**  
Barister & Solicitor  
Fasken Martineau DuMoulin LLP  
2900 - 550 Burrard Street  
Vancouver, BC V6C 0A3  
604 631 4954

Execution Date		
Y	M	D
20	12	04

Transferor(s) Signature(s)

**PARK LANE RIVER DISTRICT  
DEVELOPMENTS LTD., by its  
authorized signatory(ies):**

Name: **FRED FAWCETT**

Name:

## OFFICER CERTIFICATION:

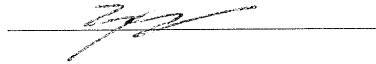
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 23 PAGES

Officer Signature(s)



**ZACHARY S. KAY**  
 Barrister • Solicitor  
**FARRIS LLP**  
 2500 - 700 West Georgia Street  
 P.O. Box 10026, Pacific Centre  
 Vancouver, BC V7Y 1B3

Execution Date

Y	M	D
20	12	03
20		

Transferor / Borrower / Party Signature(s)

THE TORONTO-DOMINION BANK, by  
 its authorized signatory(ies):



Name: **Mike Lynch**  
 Director  
**TD Pacific Real Estate Group**

Name:

CITY OF VANCOUVER, by its  
 authorized signatory:

Name:

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

## SCHEDULE

PAGE 3 OF 23 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Entire Instrument
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Priority Agreement granting above Section 219 Covenant priority over Mortgage CA4586063 and Assignment of Rents CA4586064
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
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

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

**Parcel 14 - 3350 Marine Way**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
  - I. the Transferor, **PARK LANE RIVER DISTRICT DEVELOPMENTS LTD.**, is called the “**Owner**”, as more particularly defined in Section 1.1(t); and
  - II. the Transferee, **CITY OF VANCOUVER**, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the “**Rezoning Application**”) to amend CD-1 (566) By-law No. 10941 to, inter alia, allow secured market rental housing and retail use on Parcels 14 and 19, and after public hearing held on May 26, 2020 (the “**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 Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Section 219 covenant and Housing Agreement by by-law enacted pursuant to Section 565.2 of the Vancouver Charter securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the Public Hearing minutes; and
- D. The Owner and the City are entering into this Agreement to satisfy the foregoing conditions,

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

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

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



- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“DCL By-law”** means *Vancouver Development Cost Levy By-law* No. 9755;
- (g) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (i) **“Discharge”** has the meaning ascribed to that term in Section 7.1(b);
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“For-Profit Affordable Rental Housing”** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable rental housing, but does not include alterations of or extensions to those Housing Units;
- (l) **“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;
- (m) **“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;
- (n) **“Housing Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (p) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C- General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (q) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) **“New Building”** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (s) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) **“Owner”** means the registered owner of the Lands as of the Effective Date, PARK LANE RIVER DISTRICT DEVELOPMENTS LTD. (INC. NO. BC0885878), and its successors and permitted assigns;
- (u) **“Public Hearing”** has the meaning ascribed to that term in Recital C;
- (v) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
    - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) **“Rental Housing Unit”** 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;
- (x) **“Rental Housing Parcel”** has the meaning ascribed to that term in Section 7.1(a);
- (y) **“Replacement For-Profit Affordable Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“ Replacement For-Profit Affordable Rental Housing Units”** means all of such units;

- (z) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (aa) **“Rezoning Application”** has the meaning ascribed to that term in Recital C;
- (bb) **“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;
- (cc) **“Substantial Destruction”** means damage to the New Building which is:
  - (i) equivalent to 40% of more of the value of the New Building above its foundations, as determined by the City; or
  - (ii) to structural components of the New Building to the extent that it is not reasonable or practice to repair or replace the damaged components, in the opinion of an arm’s length professional engineer or architect, as evidenced by a written report provided to the City and the Owner has applied for a demolition permit for the New Building;
- (dd) **“Term”** means the term of this Agreement, which will commence on the Effective Date and, subject to Section 2.1(n), will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or Substantially Destroyed;
- (ee) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (ff) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55.

**1.2 Interpretation.** In this Agreement:

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

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

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

## ARTICLE 2

### RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing all units as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the conditions of the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the “**For-Profit Affordable Rental Housing Units**”) in accordance with the terms of this Agreement, and if the New Building is Substantially Destroyed or demolished before the end of the Term, then, subject to Section 2.1(n), any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a “**Replacement For-Profit Affordable Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;

- (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing units, as applicable) will have two or more bedrooms and be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the Residential Tenancy Act applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 9.7;
- (g) subject to ARTICLE 7, throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings (reasonable wear and tear excepted);
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred subject to Section 2.1(n);
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A; however such rents may be escalated annually as

permitted by the DCL By-law, from the time of Public Hearing to Occupancy Permit issuance and provided that such rents may be further adjusted as between individual units and detailed in the final rent roll to be provided in accordance with section 4.1(a)(i), provided that the average rents proposed to be charged by the Owner for each unit type do not exceed the average maximum rents set out in paragraph (m) below plus the annual escalations permitted by the DCL By-law;

- (m) subject to increases permitted in accordance with Section 3.1B(c) of the Vancouver DCL By-law, the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts;

Unit Type	Maximum Average Starting Rents
Studio	\$1,641
1-bedroom	\$1,942
2-bedroom	\$2,611
3-bedroom	\$2,977

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 Section 3.1B(c) of the Vancouver DCL By-law;

- (n) in the event of the Substantial Destruction or demolition of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, the Owner will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the duration of the Term, unless the City then otherwise agrees in its absolute and unfettered discretion.

### ARTICLE 3 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

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

issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued, subject to adjustment in accordance with Section 2.1(l); and

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

#### ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
  - (i) 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 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 For-Profit Affordable Rental Housing in conformance with the Development Permit; and
  - (ii) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
- (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a); and

**4.2 Withholding of Occupancy Permit.** Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

#### ARTICLE 5 RECORD KEEPING

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

At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:

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

## ARTICLE 6 RELEASE AND INDEMNITY

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

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

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



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

## **6.2 Conduct of Proceedings.**

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

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

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

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

## **ARTICLE 7 SUBDIVISION OF THE LANDS**

- 7.1 By Air Space Subdivision Plan.** Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands and the New Building by the deposit of an air space subdivision plan, provided that all the For-Profit Affordable Rental Housing Units will thereafter be contained within a single air space parcel or remainder parcel (the "**Rental Housing Parcel**"); and
- (b) following such subdivision and the issuance of a final occupancy permit for the Rental Housing Parcel, the Owner may apply to the City for a partial discharge of this Agreement (the "**Discharge**") with respect to any legal parcel other than the Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable Discharge in respect of such other parcel(s) provided, that:
  - (i) the Director of Legal Services is satisfied that the Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the For-Profit Affordable Rental Housing Units or in respect of the Rental Housing Parcel, pursuant to this Agreement;
  - (ii) the Discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return the Discharge; and
  - (iv) the preparation and registration of the Discharge will be without cost to the City.

**7.2 Partial Discharge.** Notwithstanding anything else contained herein, following the subdivision and partial discharge contemplated in Section 7.1, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to the Rental Housing Parcel and this Agreement and the obligations and restrictions contained herein will not apply to any other portions of the Lands.

## ARTICLE 8 NOTICES

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

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

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

(i) If to the City, addressed to:

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

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

(ii) If to the Owner, addressed to:

**Park Lane River District Developments Ltd.**  
910 - 1055 Dunsmuir Street  
Vancouver, BC V7X 1L3

Attention: General Counsel

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

#### **ARTICLE 9 MISCELLANEOUS**

- 9.1 Agreement Runs With the Lands.** Subject to ARTICLE 7, the covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 9.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.

- 9.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 9.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(f) and 2.11(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 9.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 9.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in

relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

## SCHEDULE A

## RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area)
101	L & W - 3	\$2,977	1,008
102	L & W - 3	\$2,977	1,008
103	L & W - 3	\$2,977	990
104	L & W - 3	\$2,977	1,008
105	L & W - 3	\$2,977	1,008
106	L & W - 3	\$2,977	1,008
107	L & W - 3	\$2,977	1,008
108	L & W - 3	\$2,977	1,086
109	L & W - 3	\$2,977	1,008
110	L & W - 3	\$2,977	1,008
111	L & W - 3	\$2,977	1,008
112	L & W - 3	\$2,977	1,008
201	0	\$1,641	427
202	2	\$2,611	786
203	3	\$2,977	1,040
204	1	\$1,942	515
205	1	\$1,942	482
206	1	\$1,942	482
207	3	\$2,977	895
208	1	\$1,942	480
209	1	\$1,942	480
210	1	\$1,942	480
211	2	\$2,611	760
212	2	\$2,611	760
213	1	\$1,942	548
214	2	\$2,611	800
215	1	\$1,942	480
216	1	\$1,942	480
217	1	\$1,942	480
218	1	\$1,942	480
219	1	\$1,942	522
220	1	\$1,942	480
221	1	\$1,942	480
222	1	\$1,942	480
223	3	\$2,977	898

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area)
224	0	\$1,641	360
225	0	\$1,641	360
226	0	\$1,641	360
227	2	\$2,611	707
228	1	\$1,942	490
229	0	\$1,641	450
230	2	\$2,611	645
301	0	\$1,641	427
302	2	\$2,611	786
303	3	\$2,977	1,040
304	1	\$1,942	515
305	1	\$1,942	482
306	1	\$1,942	482
307	3	\$2,977	895
308	1	\$1,942	480
309	1	\$1,942	480
310	1	\$1,942	480
311	2	\$2,611	800
312	1	\$1,942	580
313	1	\$1,942	555
314	1	\$1,942	475
315	2	\$2,611	760
316	2	\$2,611	760
317	2	\$2,611	720
318	2	\$2,611	800
319	1	\$1,942	480
320	1	\$1,942	480
321	1	\$1,942	480
322	1	\$1,942	480
323	1	\$1,942	522
324	1	\$1,942	480
325	1	\$1,942	480
326	1	\$1,942	480
327	3	\$2,977	898
328	0	\$1,641	360
329	0	\$1,641	360
330	0	\$1,641	360
331	2	\$2,611	707

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area)
332	1	\$1,942	490
333	1	\$1,942	530
334	2	\$2,611	645
401	0	\$1,641	427
402	2	\$2,611	786
403	3	\$2,977	1,040
404	1	\$1,942	515
405	1	\$1,942	482
406	1	\$1,942	482
407	3	\$2,977	895
408	1	\$1,942	480
409	1	\$1,942	480
410	1	\$1,942	480
411	2	\$2,611	800
412	1	\$1,942	580
413	1	\$1,942	555
414	1	\$1,942	475
415	2	\$2,611	760
416	2	\$2,611	760
417	2	\$2,611	720
418	2	\$2,611	800
419	1	\$1,942	480
420	1	\$1,942	480
421	1	\$1,942	480
422	1	\$1,942	480
423	1	\$1,942	522
424	1	\$1,942	480
425	1	\$1,942	480
426	1	\$1,942	480
427	3	\$2,977	898
428	0	\$1,641	360
429	0	\$1,641	360
430	0	\$1,641	360
431	2	\$2,611	707
432	1	\$1,942	490
433	1	\$1,942	530
434	2	\$2,611	645
501	0	\$1,641	427



Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area)
502	2	\$2,611	786
503	3	\$2,977	1,040
504	1	\$1,942	515
505	1	\$1,942	482
506	1	\$1,942	482
507	3	\$2,977	895
508	1	\$1,942	480
509	1	\$1,942	480
510	1	\$1,942	480
511	2	\$2,611	800
512	1	\$1,942	580
513	1	\$1,942	555
514	1	\$1,942	475
515	2	\$2,611	760
516	2	\$2,611	760
517	2	\$2,611	720
518	2	\$2,611	800
519	1	\$1,942	480
520	1	\$1,942	480
521	1	\$1,942	480
522	1	\$1,942	480
523	1	\$1,942	522
524	1	\$1,942	480
525	1	\$1,942	480
526	1	\$1,942	480
527	3	\$2,977	898
528	0	\$1,641	360
529	0	\$1,641	360
530	0	\$1,641	360
531	2	\$2,611	707
532	1	\$1,942	490
533	1	\$1,942	530
534	2	\$2,611	645
601	0	\$1,641	427
602	2	\$2,611	786
603	3	\$2,977	1,040
604	1	\$1,942	515
605	1	\$1,942	482

Unit #	Bedroom Type	Starting Monthly Rental Rate	Size of Unit (Net Area)
606	1	\$1,942	482
607	3	\$2,977	895
608	1	\$1,942	480
609	1	\$1,942	480
610	1	\$1,942	480
611	2	\$2,611	800
612	1	\$1,942	580
613	1	\$1,942	555
614	1	\$1,942	475
615	2	\$2,611	760
616	2	\$2,611	760
617	2	\$2,611	720
618	2	\$2,611	800
619	1	\$1,942	480
620	1	\$1,942	480
621	1	\$1,942	480
622	1	\$1,942	480
623	1	\$1,942	522
624	1	\$1,942	480
625	1	\$1,942	480
626	1	\$1,942	480
627	3	\$2,977	898
628	0	\$1,641	360
629	0	\$1,641	360
630	0	\$1,641	360
631	2	\$2,611	707
632	1	\$1,942	490
633	1	\$1,942	530
634	2	\$2,611	645

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (i) **"Existing Charges"** means the mortgage and assignment of rents registered under numbers CA4586063 and CA4586064, respectively;
- (ii) **"Existing Chargeholder"** means The Toronto-Dominion Bank;
- (iii) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (iv) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

- (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 to which this Consent and Priority Instrument is attached.

**END OF DOCUMENT**

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1074 – 1078 Cardero Street**

On September 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, Urban Design 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  
January 19, 2021

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

## A By-law to enact a Housing Agreement for 1074 – 1078 Cardero 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: 015-758-834      The South 1/2 of Lot 10 Block 48 District Lot 185 Plan 92

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                      , 2021

Mayor

Acting City Clerk

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

PAGE 1 OF 13 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)

Lindsay Kenney LLP

Barristers and Solicitors

Telephone: 604-687-1323

1800 401 West Georgia Street

Vancouver

BC V6B 5A1

LS-20-01348-003 - Housing Agreement

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

015-758-834

THE SOUTH 1/2 OF LOT 10 BLOCK 48 DISTRICT LOT 185 PLAN 92

STC? 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):

ADNAN ALANSARI INVESTMENT HOLDINGS LIMITED (INCORPORATION NO. BC0999353)

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)




**PAMELA S. LINDSAY**  
*Barrister & Solicitor*  
**LINDSAY KENNEY LLP**  
**1800 - 401 WEST GEORGIA STREET**  
**VANCOUVER, B.C. V6B 5A1**  
**TEL: 604-687-1323**

Execution Date		
Y	M	D
20	12	23

Transferor(s) Signature(s)

ADNAN ALANSARI INVESTMENT  
HOLDINGS LIMITED by its  
authorized signatory:



Print Name:

Amer Al-Ansari

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.

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  
(SECURED MARKET RENTAL)**

**1074-1078 CARDERO STREET**

**WHEREAS:**

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

- (i) the Transferor, **ADNAN ALANSARI INVESTMENT HOLDINGS LIMITED**, is herein called the “Owner” as more particularly defined in Section 1.1; and
- (ii) the Transferee, **CITY OF VANCOUVER**, is herein called the “City” or the “City of Vancouver” when referring to corporate entity, and “Vancouver” when referring to geographic location;

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

C. The Owner applied under Development Permit Application number DP-2019-01009 (the “Development Permit Application”) to relocate and renovate two (2) heritage class ‘B’ buildings and to construct a new addition attaching the heritage buildings at the back to create a combined mixed-use building containing five (5) Market Rental Housing Dwelling Units and one (1) CRU Neighborhood Grocery Store;

D. The Development Permit Application was approved in principle subject to, *inter alia*, fulfilment of the condition that 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 and Section 219 Covenant securing all five (5) dwelling units in the building as secured market rental housing units for the longer of 60 years and life of the building, subject to the following additional conditions:

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

the (“Market Rental Housing Condition”); and

E. 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 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 Building:



**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"Building"** means each existing building located on the Lands and each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (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/his successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development 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;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"General Manager of Arts, Culture and Community Services"** means the chief administrator, from time to time, of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;
- (j) **"High-Density Housing for Families With Children Guidelines"** means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (k) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **“Lands”** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“Market Rental Housing”** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital C;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Occupancy Permit”** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **“Owner”** means the Transferor, ADNAN ALANSARI INVESTMENT HOLDINGS LIMITED, and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

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

**1.2 Interpretation.** In this Agreement:

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

- Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

## ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

### 2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain, all residential units on the Lands 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**”), all to the satisfaction of the City;
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable;
- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial

or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is 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 subject further to Section 7.8;

- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60<sup>th</sup> anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

### ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of

the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof 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.

#### ENFORCEMENT

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

#### RELEASE AND INDEMNITY

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

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

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

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

## 5.2 Conduct of Proceedings.

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

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

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

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

## ARTICLE 6 NOTICES

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

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

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

(b) If to the Owner:

**Adnan Alansari Investment Holdings Limited**  
102-4369 Main Street, Suite 1021  
Whistler, British Columbia  
V0N 1B4

with a copy to:

**SHAPE Architecture Inc.**  
534 West Pender Street  
Vancouver, British Columbia  
V6B 1V3

Attention: Ciaran Long  
E-mail: c.long@shapearchitecture.ca

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

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

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

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



## ARTICLE 7 MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

END OF DOCUMENT

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 524 Powell Street**

On July 24, 2020, the Development Permit Board approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the Director of Legal Services and the General Manager of Planning, Urban Design and Sustainability, prior to the issuance of a Development Permit.

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

Director of Legal Services  
January 19, 2021

**BY-LAW NO.**

**A By-law to enact a Housing Agreement  
for 524 Powell Street**

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

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

NO PID

Lot A Block 53 District Lot 196 Group 1 New Westminster  
District Plan EPP100898

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                      , 2021

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Mayor

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Acting City Clerk

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

PAGE 1 OF 19 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, R.S.B.C. 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)  
 [Applicant's Lawyer to Insert]

Deduct LTSA Fees? Yes ☒

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

**NO PID NMBR LOT A BLOCK 53 DISTRICT LOT 196 PLAN EPP100898**

STC? YES

Related Plan Number: **EPP100898**

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):

**LOOKOUT HOUSING AND HEALTH SOCIETY (INC. NO. S0011042)**  
**CANADA MORTGAGE AND HOUSING CORPORATION (AS TO PRIORITY)**

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

**CITY OF VANCOUVER**

**453 WEST 12TH AVENUE**  
**VANCOUVER**

**BRITISH COLUMBIA**  
**CANADA**

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

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)

**John B. Brown**  
**Barrister and Solicitor**  
**3200 - 650 West Georgia Street**  
**Vancouver, BC V6B 4P7**

Execution Date		
Y	M	D
20	12	22

Transferor(s) Signature(s)

**LOOKOUT HOUSING AND**  
**HEALTH SOCIETY, by its**  
**authorized signatory(ies):**

Print Name: **SHAYNE WILLIAMS**Print Name: **GRANT T. SMITH**

## OFFICER CERTIFICATION:

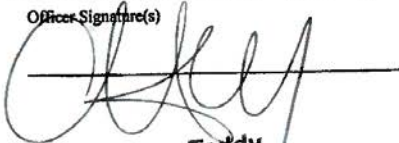
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT  
FORM D

PAGE 2 of 19 PAGES

## EXECUTIONS CONTINUED

Officer Signature(s)

  
 Desneiges Teddy

A Notary Public in and for the  
Province of Ontario  
(as to the second signature only)  
700 Montreal Road  
Ottawa, Ontario K1A 0P7

Execution Date

Y	M	D
2021	01	07
2021	01	07

Transferor / Borrower / Party Signature(s)

CANADA MORTGAGE AND HOUSING  
CORPORATION, by its authorized  
signatory(ies):

  
 Print Name: Maria-France Ladouceur  
 Manager Programs

  
 Print Name: Karine Millette  
 Authorized Signatory

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**

PAGE 3 OF 19 PAGES

**SCHEDULE****NATURE OF INTEREST**  
Covenant**CHARGE NO.****ADDITIONAL INFORMATION**  
Section 219 Covenant  
Entire Instrument**NATURE OF INTEREST**  
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**  
Granting the above charge priority over CA7589013**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**  
**(Social Housing)**  
**524-528 POWELL STREET**

**WHEREAS:**

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

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

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

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2020-00287 (the "Development Application") to permit the development of a seven-storey mixed-use building consisting of Community Amenity and Retail use on the first storey, General Office use on the second storey and 114 Social Housing units, of which 66 units are Micro Dwelling units, all over one level of parking having vehicular access from the lane (the "Development"), which Development Application was approved by the Development Permit Board in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will ensure that:

*"1.1 make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all dwelling units as social housing for 60 years or life of the building, whichever is greater, which will contain the following terms and conditions:*

*i. a no separate-sales covenant;*

*ii. a no stratification covenant;*

*iii. that the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the City, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*

*iv. requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*



v. not less than one-third of the social housing units are occupied by persons eligible for either Income Assistance or a combination of Old Age Pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;

vi. not less than one-third of the social housing units to be occupied only by households with incomes at or below the then current Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;

vii. the remaining social housing units shall be rented at rates that meet or fall below the current East Area DCL Maximum Rents in accordance with the City of Vancouver's Rental Incentive Program Bulletin, or equivalent publication, and that;

a. a rent roll be provided indicating the agreed initial monthly rents for each housing unit when the Housing Agreement is entered into; and

b. rent increases for the housing units will be capped at the Residential Tenancy Act maximum annual allowable increase as published by the Province of British Columbia, regardless of a change in occupancy.

viii. and provided further that if any such social housing units are Micro Dwelling Units, then such Micro Dwelling Units shall be rented at a rate no higher than the average market rents for studio apartments in the local area, in accordance with the annual Canadian Mortgage and Housing Corporation Rental Housing Market Survey, or equivalent publication, as approved by the General Manager of Planning, Urban Design and Sustainability (or successor in function); and

ix. such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services may in their sole discretion require.

*Note to Applicant: This condition will be secured by a Housing Agreement and Section 219 Covenant to be entered into by the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter."*

(the "Social Housing Condition"); and

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

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);
- (c) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) **"Development Application"** has the meaning set out in Recital C;
- (h) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Development Application at any time following the date this Agreement is fully executed by the parties;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Development Application;
- (l) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (m) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;

- (n) "Housing Income Limit" or "HIL" means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (o) "Income Assistance" means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (p) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (q) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (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, 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) "Micro Dwelling Unit" means a Dwelling Unit which measures no less than 23.2 m<sup>2</sup> and no more than 29.7 m<sup>2</sup> and is intended for single occupancy;
- (t) "Micro Dwelling Policies and Guidelines" means the Micro Dwelling Policies and Guidelines adopted by City Council on March 15, 2014 and amended October 31, 2017 and as may be further amended or replaced from time to time hereafter;
- (u) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (v) "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;
- (w) "Old Age Security" means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;

- (x) **"Owner"** means the Transferor, LOOKOUT HOUSING AND HEALTH SOCIETY, and any successors in title to the Lands or a portion of the Lands;
- (y) **"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;
- (z) **"Rental Incentive Program Bulletin"** means the Rental Incentive Programs Bulletin issued by the City of Vancouver and effective on May 15, 2012, including all amendments thereto and, as may be amended from time to time hereafter;
- (aa) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (bb) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, and amendments thereto and re-enactments thereof;
- (cc) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
  - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (dd) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (ee) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (ff) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:

- (i) the date as of which the New Building is demolished or substantially destroyed; and
- (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (gg) "*Vancouver Charter*" means the Vancouver Charter S.B.C. 1953, c. 55, and 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 New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than 114 Dwelling Units, of which 66 Dwelling Units will be Micro Dwelling Units, all of which will be for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto, the Micro Dwelling Policies and Guidelines and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing and the terms of this Agreement;
- (d) throughout the Term:
  - (i) not less than one-third of the Social Housing Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance;
  - (ii) not less than one-third of the Social Housing Units will be occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
  - (iii) the remaining Social Housing Units will be initially rented at rates that are equal to or less than the East Area DCL Maximum Rents as of the date of the issuance of the Occupancy Permit, as set out in the City's Rental Incentive Program Bulletin, and such rents shall not increase except for annual increases in rent 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 Social Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Social Housing Unit;

provided always, if a Social Housing Unit is a Micro Dwelling Unit, such Micro Dwelling Unit will be rented at rates that are the lesser of:

- (iv) the respective rental rate in Sections 2.1(d)(i), 2.1(d)(ii) or 2.1(d)(iii) corresponding to the group of Social Housing Units to which such Micro Dwelling Unit belongs; and
  - (v) the average market rents for studio apartments in the East Hastings zone (as may be renamed from time to time) as stated annually in the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as may be approved by the General Manager of Planning, Urban Design and Sustainability);
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
  - (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
    - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
    - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
  - (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
  - (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
  - (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month;

- (j) throughout the Term, all of the Rental Housing Units will be contained within a single parcel or air space parcel which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (m) the Owner will not change, and will not permit to be changed, the current uses in the Existing Building, as of the date of this Agreement, until such time as the Existing Building is demolished in accordance with the Development Permit and any Building Permit, without the prior written consent of the General Manager of Planning Urban Design and Sustainability, which consent may be arbitrarily withheld in his or her sole discretion.

### ARTICLE 3 OCCUPANCY 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 Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
    - (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
    - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit, the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and



- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 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 for the New Building until there is compliance with the provisions of this ARTICLE 3.

#### ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

#### ARTICLE 5 ENFORCEMENT

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

#### ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
  - (a) 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 or other right granted to the City pursuant to this Agreement; or

- (ii) that 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 release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
- (iii) 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 or other right granted to the City pursuant to this Agreement;
- (iv) 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
- (v) 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 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

#### ARTICLE 7 NOTICES

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

- (a) If to the City:

City of Vancouver

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

(b) If to the Owner:

Lookout Housing and Health Society  
544 Columbia Street  
New Westminster, British Columbia  
V3L 1B1

Attention: Wes Everars

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

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

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

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

#### ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7589013;
- (b) "Existing Chargeholder" means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**