

**EXPLANATION****Authorization to enter into a Housing Agreement and repeal By-law No. 12201  
Re: 1188 Burnaby Street**

On April 28, 2017, the Director of Planning approved a development on the above noted property, subject to a Housing Agreement. Council enacted By-law No. 12201 on July 24, 2018, authorizing the City to enter into the Housing Agreement. The proposed development never proceeded, and the Housing Agreement was not registered at the Land Title Office. On January 16, 2020, the Director of Planning approved a different development on the property, subject to a new Housing Agreement. The new Housing Agreement has been accepted and signed by the applicant land owner. Enactment of the attached By-law will authorize the City to enter into such Housing Agreement with the land owner and complete the process to implement Council's condition regarding the new Housing Agreement. By-law No. 12201 should also be repealed, to clarify that it is no longer effective. The attached By-law will achieve Council's goals.

Director of Legal Services  
January 19, 2021



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

Your electronic signature is a representation that you are a 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)  
**Robert D.J. Brown**  
**McLachlan Brown Anderson**  
**10th Floor, 938 Howe Street**  
**Vancouver** BC V6Z 1N9

LTO Client No. 011713  
Telephone: (604) 331-6000  
Our File No. 60.0960.032

Deduct LTSA Fees? Yes

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

**015-746-763 LOT 9 BLOCK 26 DISTRICT LOT 185 PLAN 92**

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):

**LANTERN PROPERTIES LTD., INC. NO. C0816000**  
**CIBC MORTGAGES INC., INC. NO. A33457 (AS TO PRIORITY)**

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

**CITY OF VANCOUVER**

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

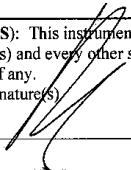
**BRITISH COLUMBIA**  
**CANADA**

**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)

  
**Robert D.J. Brown**  
Barrister & Solicitor  
10th Flr. - 938 Howe Street  
Vancouver, B.C. V6Z 1N9  
Phone: 604-331-6000

Execution Date

Y	M	D
20	12	16

Transferor(s) Signature(s)

**LANTERN PROPERTIES LTD., by its authorized signatory(ies):**

  
Print Name: **Jeffrey Hayes**

  
Print Name:

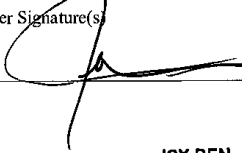
OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)



JOY REN  
GOWLING WLG (CANADA) LLP  
BARRISTER & SOLICITOR  
550 BURRARD STREET - SUITE 2300  
BENTALL 5 - VANCOUVER, B.C. V6C 2B5  
TELEPHONE: (604) 891-2786

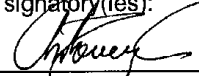
AS TO HUNTER SMEATON  
ONLY

Execution Date

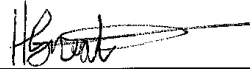
Y	M	D
20	12	17

Transferor / Borrower / Party Signature(s)

CIBC MORTGAGES INC., by its  
authorized signatory(ies):



Print Name: ANTOINE CROSBY



Print Name: HUNTER SMEATON

CITY OF VANCOUVER, by its  
authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

SCHEDULE

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Entire Instrument

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the above charge priority over Mortgage CA7020391 and Assignment of Rents CA7020392

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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**FOR-PROFIT AFFORDABLE RENTAL HOUSING**  
**1188 BURNABY STREET**

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, LANTERN PROPERTIES LTD., as more particularly defined in Section 1.1 is called the "Owner"; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2016-00300 (the "Development Application") to permit the development of a five-storey infill multiple dwelling building consisting of 11 secured for-profit affordable rental housing units at the rear of the site, which Development Application was approved by the Director of Planning in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

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

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

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

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Application"** has the meaning ascribed to it in Recital C;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (i) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (j) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (k) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (l) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (m) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as amended or replaced from time to time;

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



- (w) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78, as amended or replaced from time to time;
- (x) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (z) **"Vancouver Charter"** means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (aa) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, as amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

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

**ARTICLE 2  
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

2.1 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) the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain not less than eleven (11) of Housing Units as approved in the Development Permit in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, not less than eleven (11) Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
- (d) the average initial monthly starting rents for each unit type of the For-Profit Affordable Rental Housing Units after Occupancy Permit issuance will be at or below the following amounts:
  - (i) studio - \$1,768
  - (ii) one-bedroom - \$2,056;
  - (iii) two-bedroom - \$2,703; and
  - (iv) three-bedroom - \$3,559,

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

- (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 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 to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 8.8;

- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (m) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a "**Replacement For-Profit Affordable Rental Housing Unit**"), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

**ARTICLE 3  
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 Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services:
      - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and
      - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City; and
    - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 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 an Occupancy Permit 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, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Arts, Culture and Community Services. At the request of the General Manager of Arts, Culture and Community Services, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
  - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

**ARTICLE 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) 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. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- C. withholding any permit pursuant to this Agreement; or
- D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; 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;

- (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) this Agreement;
- (ii) the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
  - B. withholding any permit pursuant to this Agreement;
  - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
  - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
  - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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

#### 6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.1(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 8.2(b) ; and

- (c) Regardless of whether the claim is being defended under Section 8.1(a) or Section 8.1(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

#### ARTICLE 7 NOTICES

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

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

If to the City, addressed to:

City of Vancouver  
453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia  
V5Y 1V4

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

If to the Owner, addressed to:

Lantern Properties Ltd.  
101 - 1176 Burnaby Street  
Vancouver, British Columbia  
V6P 1E1

Attention: President

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

**ARTICLE 8  
MISCELLANEOUS**

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
  - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
  - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and



regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
  - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
  - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
  - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

Schedule A  
Rent Roll

SCHEDULE "A" RENT ROLL

Unit #	Bedroom Type	Monthly Rental Rate (\$)
101	Studio	\$1,768
201	1 bedroom	\$2,056
202	3-bedroom	\$3,559
301	2-bedroom	\$2,703
302	2-bedroom	\$2,703
303	1-bedroom	\$2,056
401	2-bedroom	\$2,703
402	2-bedroom	\$2,703
403	1-bedroom	\$2,056
501	Studio	\$1,768
502	2-bedroom	\$2,703

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Mortgage registered under number CA7020391 and the Assignment of Rents registered under number CA7020392;
- (b) **“Existing Chargeholder”** means CIBC Mortgages Inc.;
- (c) **“New Charges”** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 3435 East Hastings Street**

Following the public hearings on January 15 and 17, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021



## EXPLANATION

### **A By-law to amend the Noise Control By-law Re: 3435 East Hastings Street**

After the public hearings on January 15 and 17, 2019, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021





## EXPLANATION

### **A By-law to rezone an area to CD-1 re: 1002 Station and 250-310 Prior Street**

Following the Public Hearing on October 22, 2019 and Regular Council meeting on November 5, 2019, Council gave conditional approval to the rezoning of the site at 1002 Station and 250-310 Prior 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

1002 Station and 250-310 Prior Street  
(New St. Paul's Hospital and Health Campus)

**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-759 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

**Definitions**

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

“Medi-Tech Uses” means the use of premises for the research, development, and testing of medical, scientific, or technological products, information, or processes specifically for medical applications which improve or advance the delivery of human health care.

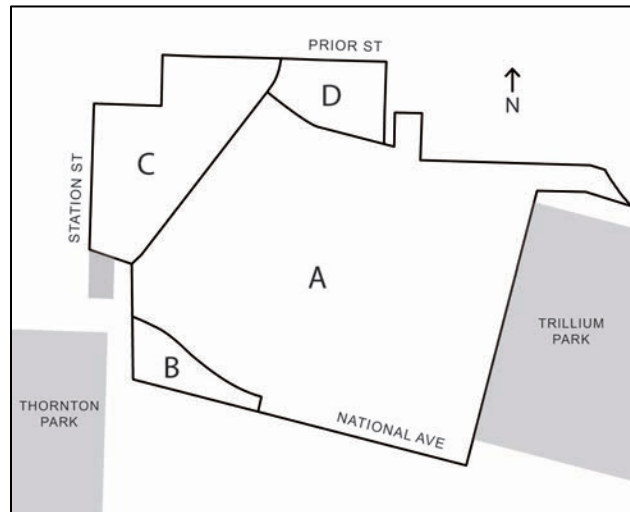
**Designation of CD-1 District**

3. The area shown within the heavy black outline in Schedule A is hereby designated CD-1 (761).

**Sub-areas**

4. The site is to consist of four sub-areas generally as illustrated in Figure 1, solely for the purpose of establishing maximum permitted floor areas, building heights, and permitted uses for each sub-area.

Figure 1: Sub-Areas for Maximum Permitted Floor Areas, Building Heights, and Permitted Uses



## Uses

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

- (a) Agricultural Uses;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Medi-Tech Uses;
- (e) Office Uses;
- (f) Parking Uses;
- (g) Retail Uses;
- (h) Service Uses, except that Hotel use is only permitted in sub-areas B and C; and
- (i) Accessory Uses customarily ancillary to the above uses.

5.2 In addition to the uses listed in section 5.1, the following uses are permitted in sub-area A:

- (a) Transportation and Storage Uses, limited to Aircraft Landing Place; and
- (b) Utility and Communication Uses, limited to Public Utility.

5.3 In addition to the uses listed in section 5.1, the following uses are permitted in sub-area D:

- (a) Dwelling Unit in conjunction with other uses;
- (b) Multiple Dwelling; and
- (c) Seniors Supportive or Assisted Housing.

### Conditions of Use

6.1 All commercial uses permitted by this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Restaurant;
- (c) Neighbourhood Public House; and
- (d) Display of plants, flowers, fruit and vegetables in conjunction with a permitted use.

6.2 The design and layout of at least 35% of all dwelling units shall:

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

### Floor Area and Density

7.1 The floor area for all permitted uses in each sub-area of Figure 1 must not exceed the maximum permitted floor area as set out in Table A.

**Table A: Maximum Permitted Floor Area**

<b>Sub-Area of Figure 1</b>	<b>Maximum permitted Floor Area (m<sup>2</sup>)</b>
A	231,182
B	6,700
C	66,638
D	7,554

7.2 The minimum floor area for hotel use is 13,000 m<sup>2</sup>.

7.3 Computation of floor area must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, to be measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

7.4 Computation of floor area must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
  - (i) the total area of all such exclusions must not exceed 12% of the residential floor area in any sub-area, and
  - (ii) no enclosure of balconies is permissible for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, 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;
- (d) where floors are used for heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar, those floors or portions thereof so used, which are at or below the base surface or at the top of the building;
- (e) amenity areas accessory to a residential use, including recreation facilities and meeting rooms provided that the total area being excluded for amenity areas shall not exceed the lesser of 10% of the permitted floor area or 1,000 m<sup>2</sup>; and
- (f) 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.

7.5 The floor area excluded under section 7.4 must not include any use other than that which justified the exclusion.

### **Building Height**

8.1 In sub-area A, building height must not exceed the geodetic elevation of 63.1 m, except that the Director of Planning or the Development Permit Board may approve an increase in height provided that the buildings do not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

8.2 In sub-area B, building height must not exceed 39.0 m above the base surface.

8.3 In sub-area C, building height must not exceed the geodetic elevation of 66.1 m, except that the Director of Planning or the Development Permit Board may approve an increase in height provided that the buildings do not protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

8.4 In sub-area D, building height must not exceed 24.0 m above the base surface.

### **Horizontal Angle of Daylight**

9.1 Each habitable room in dwelling use must have at least one window on an exterior wall of a building.

9.2 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.

9.3 Measurement of the plane or planes referred to in section 9.2 must be horizontally from the centre of the bottom of each window.

9.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirements in section 9.2 and 9.3 if the Director of Planning or Development Permit Board first considers any applicable policies and guidelines.

9.5 An obstruction referred to in section 9.2 means:

- (a) any part of the same building or an adjacent building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (761).

9.6 A habitable room referred to in section 9.1 does not include:

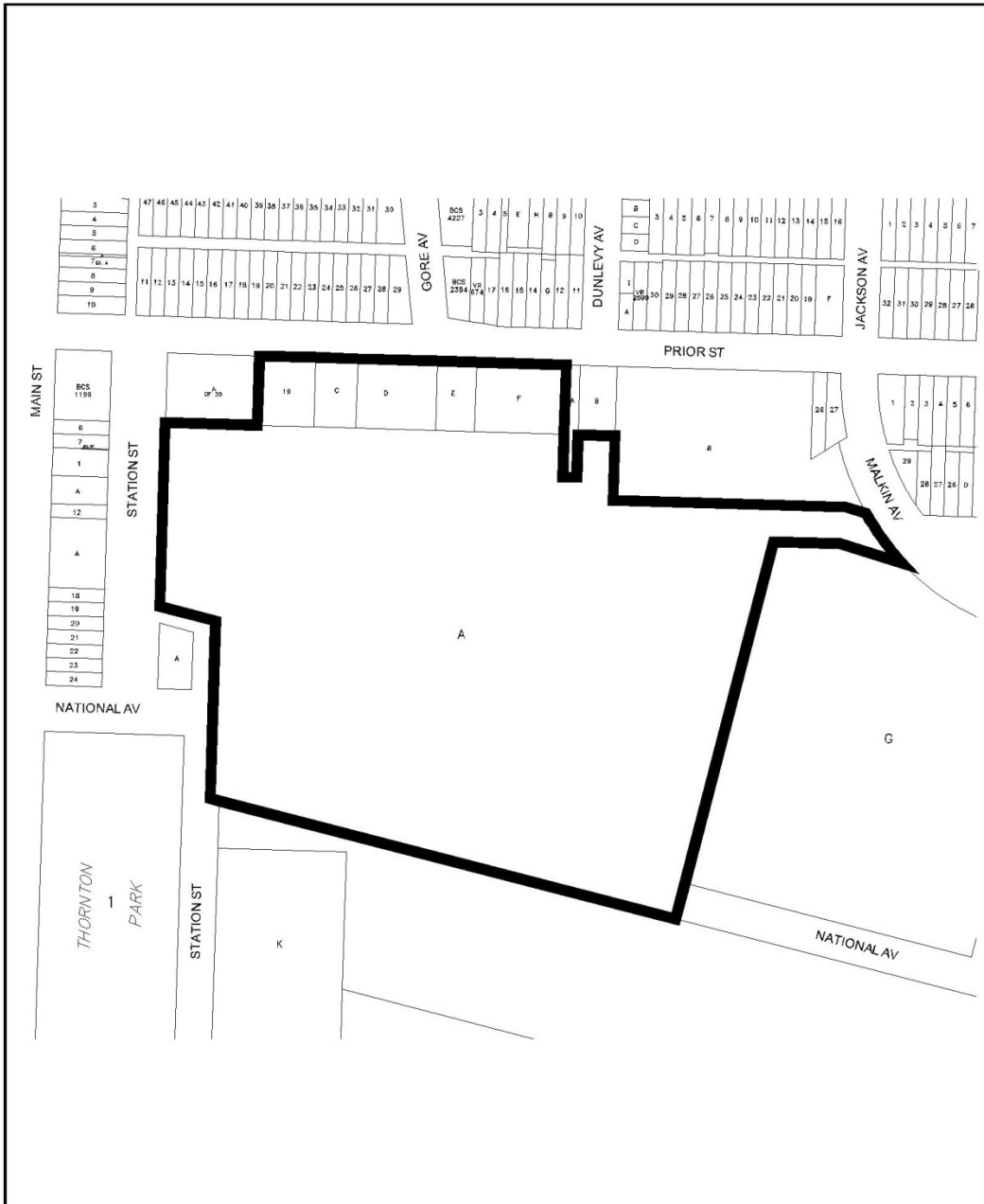
- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
  - (i) 10% or less of the total floor area of the dwelling unit; or
  - (ii) 9.3 m<sup>2</sup>.

### **Acoustics**

10. 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



**Schedule A**



The properties outlined in black ( **█** ) are rezoned:  
 From **I-2 & I-3** to **CD-1**

**Z-759 (a)**

**RZ - 1002 Station Street & 250-310 Prior Street**

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-07-29



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

Following the Public Hearing on October 22, 2019 and Regular Council meeting on November 5, 2019, Council resolved to amend the Zoning and Development By-law regarding a consequential amendment to the I-3 District Schedule with regard to the CD-1 rezoning of 1002 Station Street and 250-310 Prior Street. The attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021

1002 Station Street and 250-310 Prior Street  
(New St. Paul's Hospital and Health Campus)

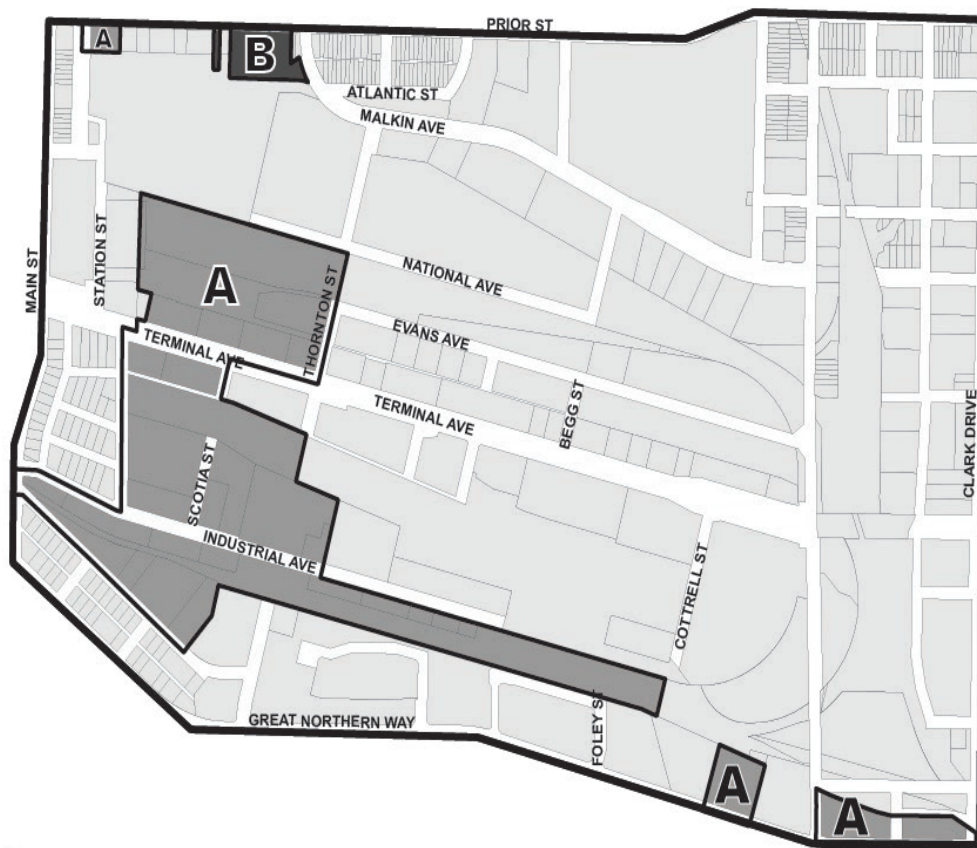
**BY-LAW NO.**

**A By-law to amend Zoning and Development By-law No. 3575  
regarding a consequential amendment to the I-3 District Schedule with regard to  
the CD-1 rezoning of 1002 Station Street and 250-310 Prior Street**

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.
2. In section 1.2 of the I-3 District Schedule, Council strikes out Figure 1 and substitutes the following Figure 1:

"Figure 1



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



**EXPLANATION****A By-law to amend Regional Context Statement  
Official Development Plan By-law No. 10789  
regarding land use in the New St. Paul's Hospital and Health Campus**

Following the Public Hearing on October 22, 2019 and Regular Council meeting on November 5, 2019, Council resolved to amend the Regional Context Statement Official Development Plan By-law regarding land use in the New St. Paul's Hospital and Health Campus. The attached By-law will implement Council's resolution.

Director of Legal Services  
January 19, 2021

**BY-LAW NO.**

**A By-law to amend Regional Context Statement  
Official Development Plan By-law No. 10789  
regarding land use in the New St. Paul’s Hospital and Health Campus**

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

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

