

## 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 September 10, 2019, Council gave conditional approval to the rezoning of the site at 2499 East 48th 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  
March 30, 2021

2499 East 48th 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-756 (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 (766).

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

- (a) Institutional Uses, limited to Community Care Facility – Class B; and
- (b) Accessory Uses customarily ancillary to the uses permitted in this section.

**Floor Area and Density**

4.1 Computation of floor space ratio must assume that the site area is 4,014 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 1.91.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

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

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

### **Building Height**

5. The building height, measured from base surface, must not exceed 16.0 m.

### **Horizontal Angle of Daylight**

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

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

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

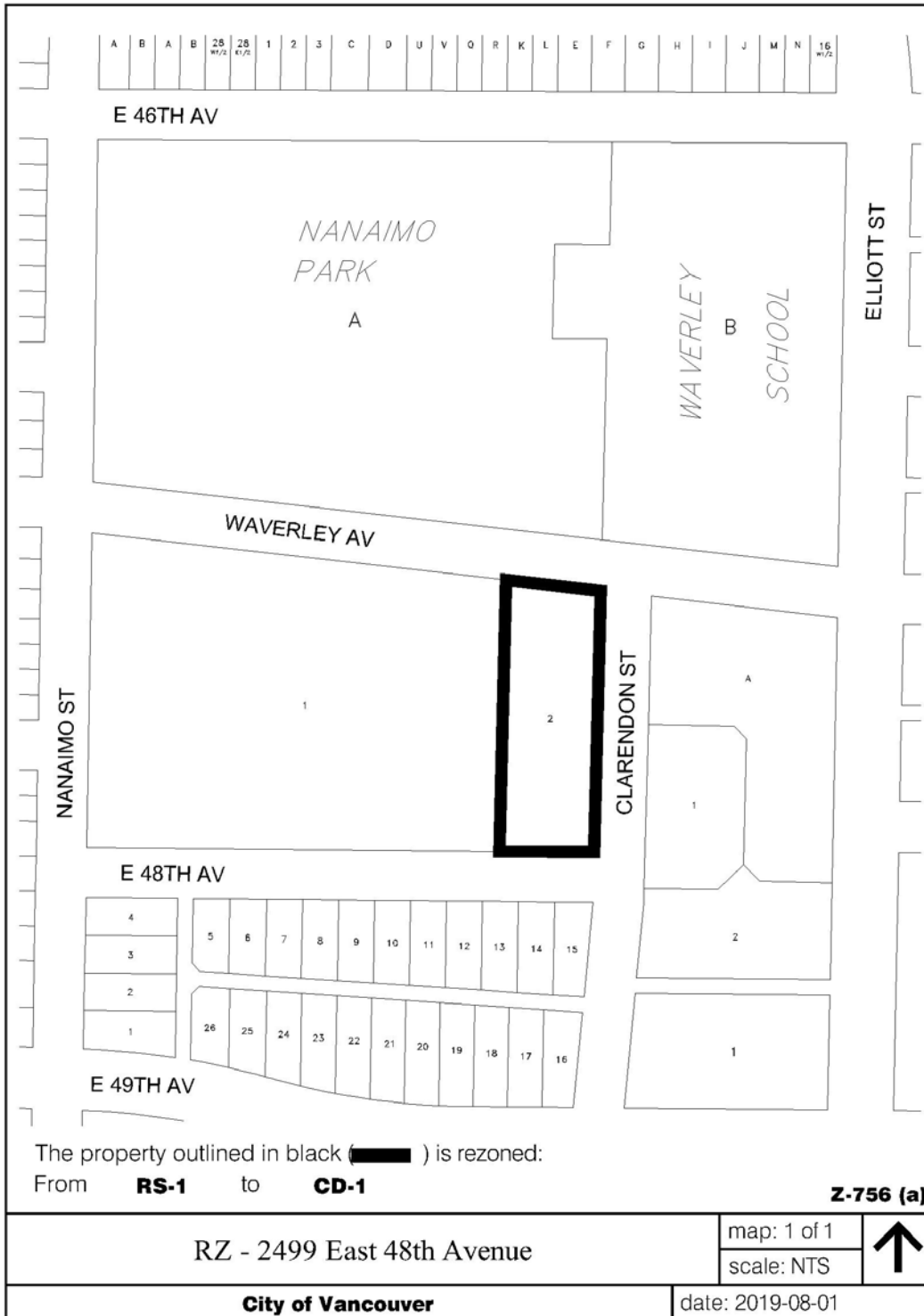
6.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:


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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or





The property outlined in black (  ) is rezoned:  
 From **RS-1** to **CD-1**

**Z-756 (a)**

RZ - 2499 East 48th Avenue

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-08-01

## EXPLANATION

### **A By-law to amend the Sign By-law Re: 3680 East Hastings Street**

Following the Public Hearing on January 21 and 28, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
March 30, 2021



**EXPLANATION****2020 Costs for the  
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2020 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services  
March 30, 2021





## East Hastings Collective Parking

### Schedule "A"

<b>Total Amount to be collected</b>			<b>\$ 116,181.65</b>
<b>Co-Ordinate &amp; Legal Description</b>	<b>Assessed Footage</b>	<b>Exempt Footage</b>	<b>2020 Charge</b>
<b><u>North Side</u></b>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		3,717.64
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		1,831.08
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		1,831.08
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		1,492.60
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		1,492.60
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		1,831.08
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		1,831.08
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		1,831.08
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		2,680.03
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		2,136.26
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	1,831.08
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	1,831.08
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		3,662.15

020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	3,662.16
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	329.91	18,305.79
020-590-274-09 Lot 1, Pln EPP100543, THSL, GRP1	99.00	5,493.24
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	1,824.97
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	1,837.18
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	1,831.08
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	5,493.24

<b>Total for North Side</b>	<b>1,428.51</b>	<b>54.00</b>	<b>\$79,264.06</b>
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<b>North Side Rate per foot:</b>	<b>\$55.487226</b>
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<u>Co-Ordinate &amp; Legal Description</u>	<u>Assessed Footage</u>	<u>Exempt Footage</u>	<u>2020 Charge</u>
<b><u>South Side</u></b>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		1,814.43
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		1,664.62
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		832.31
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		832.31
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		693.59
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		693.59
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		693.59
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		693.59
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		1,387.18
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		979.35
<b>020-590-271-04</b> <b>*Strata LMS183 - see attached</b>	132.01		3,662.43
<b>020-590-271-46</b> <b>***Strata LMS1880 - see attached</b>	264.00		7,324.31
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		915.54
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		2,746.62
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		1,331.69
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		1,331.69

020-590-274-26	144.00	3,995.08
<b>****Strata BCS 3366 - see attached</b>		

020-590-274-42	95.96	2,662.28
<b>**Strata LMS 775 - see attached</b>		

020-590-274-68	96.00	0.00
<b>*Lot 8, Plan VAP309A - Hastings Library exempt</b>		

020-590-274-96	96.00	2,663.39
Lot A, Blk 57, THSL, Plan 309A		

<b>Total for South Side</b>	<b>1,330.67</b>	<b>96.00</b>	<b>\$36,917.59</b>
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<b>South Side Rate per foot:</b>	<b>\$27.743613</b>
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	<u>Rate per Foot</u>	<u>Assessed Footage</u>	<u>Total</u>
Total for North Side	\$ 55.487226	1,428.51	\$79,264.06
Total for South Side	\$ 27.743613	1,330.67	\$36,917.59
<b>Total Amount to be Collected:</b>			<b>\$116,181.65</b>

**Strata Title Shares**

	<u>Shares</u>	<u>Charge</u>
<b>*Strata LMS183 - Total Shares:</b>	<b>10,000</b>	<b>\$3,662.43</b>
020-590-271-04-0001	1,708	625.54
020-590-271-04-0002	8,292	3,036.89
	<u>10,000</u>	<u>\$3,662.43</u>
<b>**Strata LMS775 - Total Shares:</b>	<b>7,087</b>	<b>\$2,662.28</b>
020-590-274-42-0001	1,127	423.37
020-590-274-42-0002	1,127	423.37
020-590-274-42-0003	1,211	454.92
020-590-274-42-0004	1,211	454.92
020-590-274-42-0005	1,211	454.92
020-590-274-42-0006	1,200	450.78
	<u>7,087</u>	<u>\$2,662.28</u>
<b>***Strata LMS 1880 - Mixed Use - Commercial units only charged - Total shares:</b>	<b>19,405</b>	<b>\$7,324.31</b>
020-590-271-46-0002	878	331.40
020-590-271-46-0003	879	331.77
020-590-271-46-0004	908	342.72
020-590-271-46-0005	880	332.15
020-590-271-46-0006	834	314.79
020-590-271-46-0007	838	316.30
020-590-271-46-0008	936	353.29
020-590-271-46-0014	1,042	393.30
020-590-271-46-0015	1,083	408.77
020-590-271-46-0016	1,083	408.77
020-590-271-46-0017	1,562	589.57
020-590-271-46-0018	945	356.69
020-590-271-46-0019	995	375.56
020-590-271-46-0020	1,000	377.44
020-590-271-46-0021	995	375.56
020-590-271-46-0022	1,028	388.01
020-590-271-46-0023	1,001	377.82
020-590-271-46-0024	845	318.94
020-590-271-46-0025	789	297.80
020-590-271-46-0026	884	333.66
	<u>19,405</u>	<u>\$7,324.31</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
<b>****Strata BCS 3366 - Mixed Use -</b>		
<b>Commercial units only charged - Total shares:</b>	<b>721</b>	<b>\$3,995.08</b>
020-590-274-26-0001	90	498.69
020-590-274-26-0002	92	509.77
020-590-274-26-0003	99	548.56
020-590-274-26-0004	76	421.12
020-590-274-26-0005	90	498.69
020-590-274-26-0006	108	598.44
020-590-274-26-0007	79	437.74
020-590-274-26-0008	87	482.07
	<u>721</u>	<u>\$3,995.08</u>

**East Hastings Collective Parking**

**Schedule "B"**

**January 1, 2020 to December 31, 2020**

**Costs of East Hastings Parking Project:**

<b><u>Account</u></b>	<b><u>20001815</u></b>	
	Electricity	\$1,594.32
	General & Other Taxing Authorities	\$110,399.07
	Maintenance/repair	\$4,188.26
<b>Total costs</b>		<b><u>\$116,181.65</u></b>



## East Hastings Collective Parking

January 1, 2020 to December 31, 2020

### Summary

Charges applicable to lots abutting Hastings Street from Nanaimo Street to Slocan Street and on the east side of Kamloops Street from Hastings Street to the lane north for maintenance of Collective Parking

### Assessed Footage:

North side of Hastings Street and East side of Kamloops Street	1,428.51
South side of Hastings Street	1,330.67
Total	<u>2,759.18</u>

### Exempt Footage:

North Side	54.00
South Side	96.00
Total	<u>150.00</u>

**Maintenance Charges for the year 2018** **\$116,181.65**

### Cost per foot (Ration 2:1 as per agreement):

North Side of Hastings Street	\$55.487226
South Side of Hastings Street	\$27.743613

### Amount To Be Collected:

North Side of Hastings Street	\$79,264.06
South Side of Hastings Street	36,917.59
Total	<b><u>\$116,181.65</u></b>

**EXPLANATION****2020 Maintenance Costs for  
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2020 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services  
March 30, 2021



**Trounce Alley and Blood Alley Square Maintenance Project**

**SCHEDULE "A"**

Total Amount to be collected:..... **\$14,917.08**

<b>Co-ordinate &amp; Legal Description</b>	<b>Proportion of Costs</b>	<b>2020 Charge</b>
026-580-172-60 <b>*Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached</b>	12.12%	1807.95
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	2243.53
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2531.43
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	625.02
*026-589-172-67 <b>*CoV Assessable as per Real Est. Serv.</b> LOT A BLK 2 PL EPP80295 DL OGT NWD	36.10%	5385.07
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	1145.63
*026-178-580-61 <b>*Strata Plan LMS 738, Strata Lots 1 - 12 see attached</b>	<u>7.90%</u>	<u>1178.45</u>
	<b><u>100.00%</u></b>	<b><u>\$14,917.08</u></b>

<b>Strata Lot LMS 738</b>	<b><u>Total Shares</u></b>	<b><u>9,257</u></b>	<b><u>\$1,178.45</u></b>
026 178 580 61 0001	702		89.37
026 178 580 61 0002	614		78.16
026 178 580 61 0003	694		88.34
206 178 580 61 0004	903		114.96
026 178 580 61 0005	716		91.15
026 178 580 61 0006	744		94.71
026 178 580 61 0007	809		102.99
026 178 580 61 0008	903		114.96
026 178 580 61 0009	720		91.66
026 178 580 61 0010	740		94.20
026 178 580 61 0011	809		102.99
026 178 580 61 0012	<u>903</u>		<u>114.96</u>
	<b><u>9,257</u></b>		<b><u>\$1,178.45</u></b>

<b>Strata Plan BCS 3229</b>	<b><u>Total Shares</u></b>	<b><u>4,460</u></b>	<b><u>\$1,807.95</u></b>
026 580 172 60 0001	105		42.56
026 580 172 60 0051	86		34.86
026 580 172 60 0052	145		58.78
026 580 172 60 0004	42		17.03
026 580 172 60 0005	84		34.05
026 580 172 60 0006	68		27.57
026 580 172 60 0007	67		27.16
026 580 172 60 0008	65		26.35
026 580 172 60 0009	67		27.16
026 580 172 60 0010	85		34.46
026 580 172 60 0011	81		32.83
026 580 172 60 0012	58		23.51
026 580 172 60 0013	62		25.13
026 580 172 60 0014	62		25.13
026 580 172 60 0015	59		23.92
026 580 172 60 0016	81		32.83
026 580 172 60 0017	149		60.39
026 580 172 60 0018	121		49.05
026 580 172 60 0019	117		47.43
026 580 172 60 0020	115		46.62
026 580 172 60 0021	121		49.05
026 580 172 60 0022	150		60.80
026 580 172 60 0023	143		57.97
026 580 172 60 0024	91		36.89
026 580 172 60 0025	108		43.78
026 580 172 60 0026	102		41.35
026 580 172 60 0027	87		35.27
026 580 172 60 0028	137		55.54

026 580 172 60 0029	129	52.29
026 580 172 60 0031	65	26.35
026 580 172 60 0032	66	26.75
026 580 172 60 0033	85	34.46
026 580 172 60 0034	80	32.43
026 580 172 60 0035	70	28.38
026 580 172 60 0036	111	45.00
026 580 172 60 0037	66	26.75
026 580 172 60 0038	80	32.43
026 580 172 60 0039	60	24.32
026 580 172 60 0040	68	27.57
026 580 172 60 0041	68	27.57
026 580 172 60 0042	62	25.13
026 580 172 60 0043	81	32.83
026 580 172 60 0044	70	28.38
026 580 172 60 0045	111	45.00
026 580 172 60 0046	66	26.75
026 580 172 60 0047	80	32.43
026 580 172 60 0048	144	58.37
026 580 172 60 0049	129	52.29
026 580 172 60 0050	<u>111</u>	<u>45.00</u>
	<b><u>4.460</u></b>	<b><u>\$1,807.95</u></b>

**Proportion of Costs as per By-law #4638, August 1, 1972**

**Trounce Alley and Blood Alley Square Maintenance Project**

**Schedule "B"**

**Costs to Trounce Alley and Blood Alley Square**

**January 1, 2020 to December 31, 2020**

**Account 20001816**

Street Lighting Maintenance	\$	<b>677.60</b>
Electricity		<b>405.10</b>
Street Cleaning		<b>13,834.38</b>
Total costs and charges:	\$	<b><u>14,917.08</u></b>

**Trounce Alley and Blood Alley Square Maintenance Project**

**Summary**

Charges applicable to properties abutting Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Costs are distributed in the same proportion as are the capital costs, which gives the percentage indicated for each property as attached on Schedule "A".

Total Maintenance Charges for: <u>2020</u>	<b>\$14,917.08</b>
Adjustments	<b>\$0.00</b>
Amount to be Collected:	<b><u>\$14,917.08</u></b>



## 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 May 16, 2019, Council gave conditional approval to the rezoning of the site at 6750-6770 Oak Street and 975 West 52nd 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  
March 30, 2021

6750-6770 Oak Street and  
975 West 52nd Avenue

**BY-LAW NO.**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District plan attached as Schedule D to By-law No.3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-753 (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 30th day of March, 2021

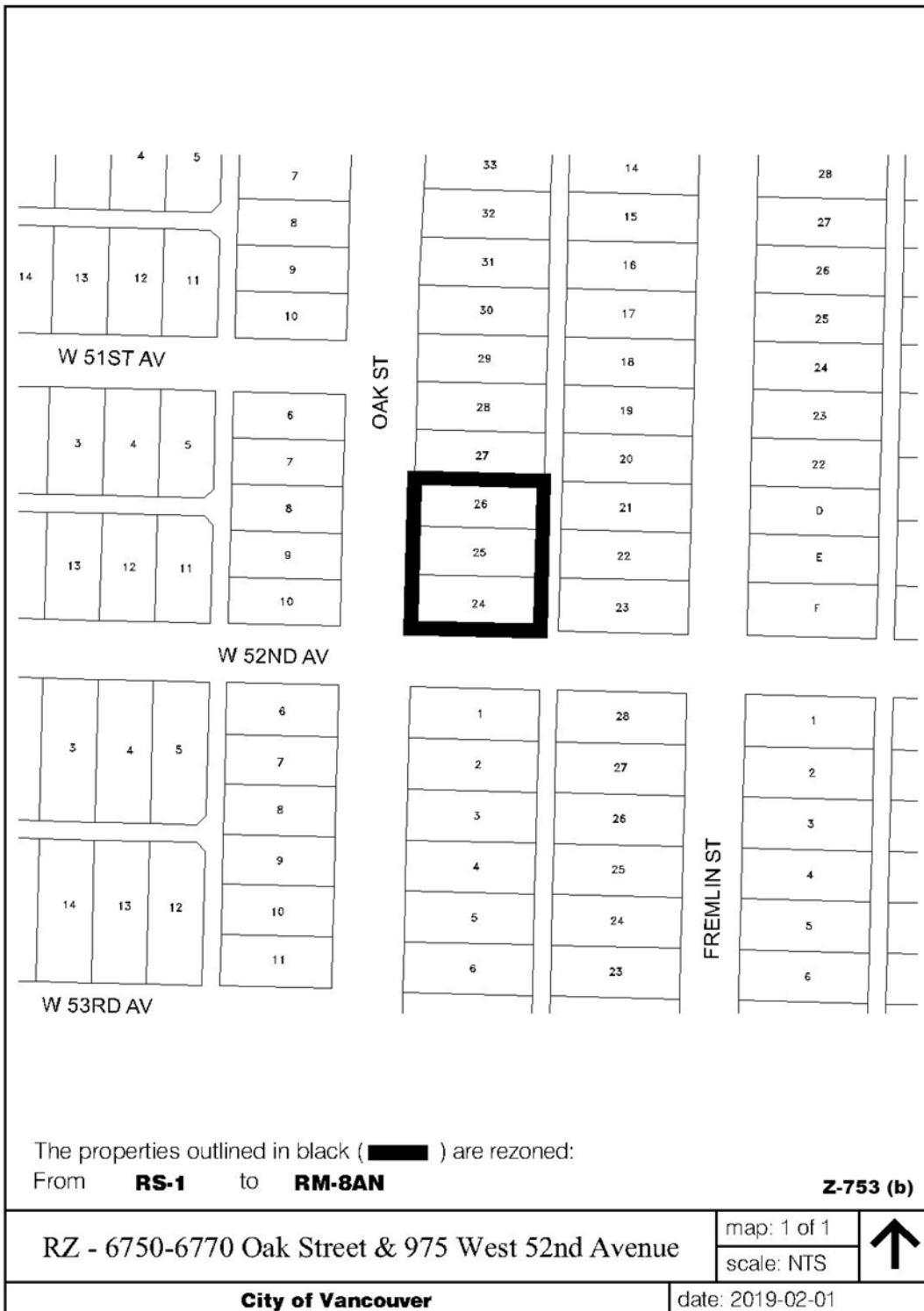
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Mayor

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City Clerk

**Schedule A**



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

**Z-753 (b)**

**RZ - 6750-6770 Oak Street & 975 West 52nd Avenue**

map: 1 of 1  
 scale: NTS



**City of Vancouver**

date: 2019-02-01

## 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 October 6, 2020, Council gave conditional approval to the rezoning of the site at 5055 Joyce 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  
March 30, 2021

5055 Joyce 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-779 (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 description of the area shown within the heavy black outline on Schedule A is hereby designated CD-1 (768).

#### **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 within CD-1 (768), 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 Arcade, Artist Studio – Class A, Arts and Culture Indoor Event, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Institutional Uses, limited to Child Day Care Facility, Church, and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (f) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography

Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, and School – Vocational or Trade; and

- (g) Accessory Uses customarily ancillary to any use permitted by this section.

### **Conditions of Use**

4.1 The design and layout of at least 35% of the market rental 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".

4.2 The design and layout of at least 35% of the below-market rental 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".

4.3 All commercial uses must be carried on wholly within an enclosed building except for:

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

### **Floor Area and Density**

5.1 Computation of floor space ratio must assume that the site consists of 1,486.2 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 16.1.

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, at the discretion of the Director of Planning or Development Permit Board:

- (a) residential amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 10% of the total permitted floor area or 929 m<sup>2</sup>; and
- (b) unenclosed outdoor areas at grade underneath tower building overhangs, except that they must remain unenclosed for the life of the building.

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**

6.1 The building height, measured to top of the roof slab above the uppermost habitable floor, must not exceed 96.4 m.

6.2 Despite section 6.1 and section 10.18 of the Zoning and Development By-law, additional height may be permitted to accommodate the following items on the roof:

- (a) mechanical appurtenances such as elevator machine rooms;

- (b) common indoor amenity space, access and infrastructure required to maintain green roofs or urban agriculture, roof-mounted energy technologies including solar panels and wind turbines;
- (c) decorative roof and enclosure treatments provided that the roof and enclosure treatment enhances the overall appearance of the building, and appropriately integrates mechanical appurtenances; and
- (d) items similar to any of the above,

provided the Director of Planning first approves the design and location of these items and that in no case the maximum permitted height may exceed 103.0 m, except that for an elevator overrun the maximum permitted height may not exceed 109.5 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 the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of the unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

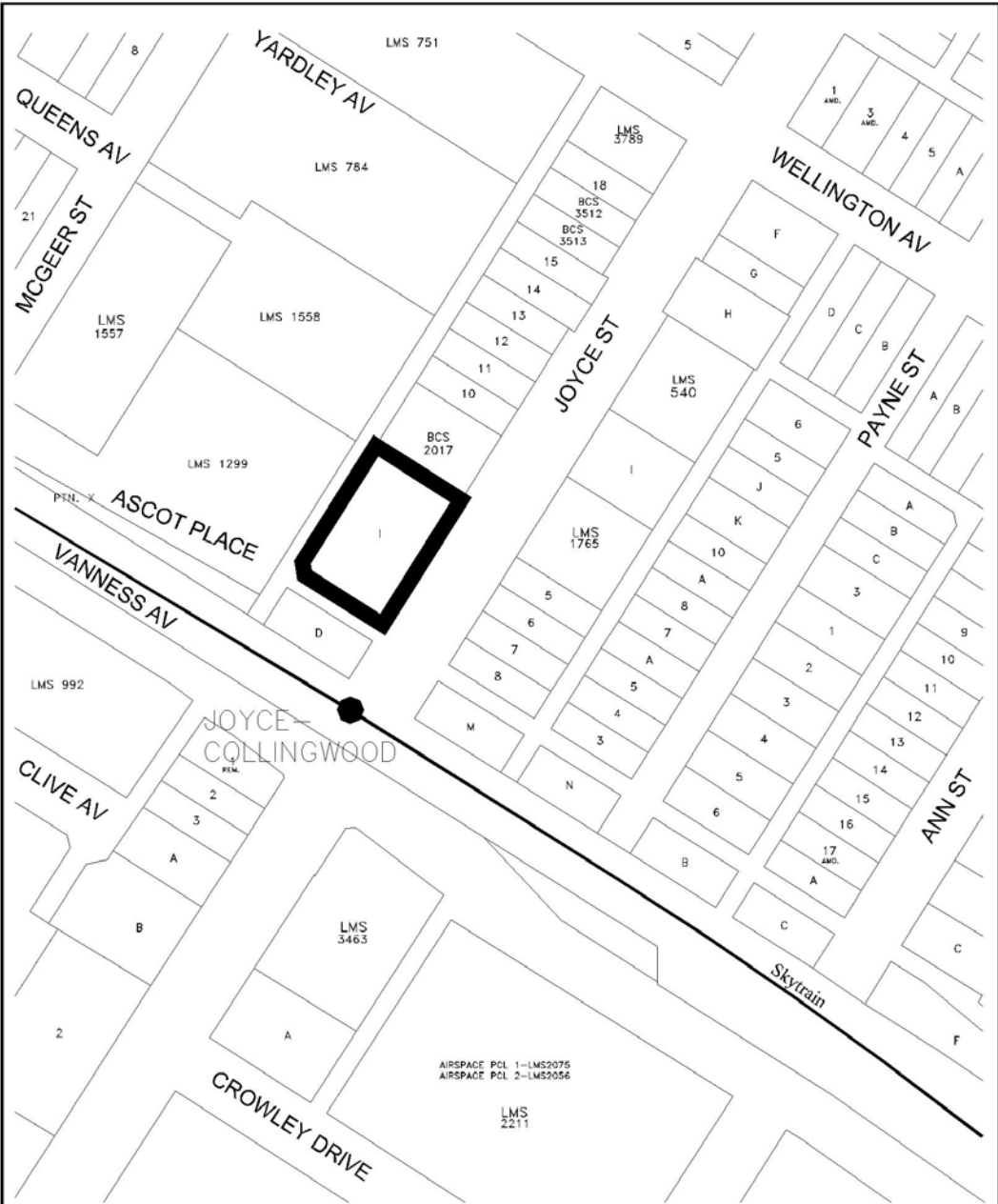
- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (768).

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>.








The property outlined in black (  ) is rezoned:  
 From **C-2C** to **CD-1**

**Z-779 (c)**

RZ- 5055 Joyce Street	map: 1 of 1	
	scale: NTS	
<b>City of Vancouver</b>	date: 2020-09-16	

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1425 and 1451 East 12<sup>th</sup> Avenue**

After public hearings on July 21, 2020, Council approved in principle the land owner's application to rezone the above noted property from RM-11N (Medium-Density Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services  
March 30, 2021



**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*, 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)  
 [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 OF LOT D, BLOCK 160, DISTRICT LOT 264A, GROUP 1, NEW WESTMINSTER DISTRICT, PLAN EPP109796**

STC? YES

Related Plan Number: **EPP109796**

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

**SEE SCHEDULE**

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

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

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

5. TRANSFEROR(S):

**SEE SCHEDULE**

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

**CITY OF VANCOUVER**

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)

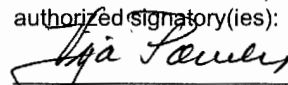
  
**DAVID A. MARTIN**  
 Barrister & Solicitor  
**STIRLING LLP**  
 1460 - 701 WEST GEORGIA STREET  
 VANCOUVER, B.C. V7Y 1E4  
 TEL: 604-674-3820

Execution Date

Y	M	D
21	03	16

Transferor(s) Signature(s)

**BRIGHTSIDE COMMUNITY HOMES FOUNDATION**, by its authorized signatory(ies):

  
 Print Name: **VIVA PORUKS**

  
 Print Name: **MARK LESTER**

**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)



CHARLOTTE K. WONG  
Barrister & Solicitor  
2110 Burquitlam Drive  
Vancouver, BC V5P 2P1

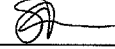
(as to Stephanie Allen's signature)

Execution Date

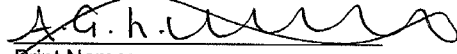
Y	M	D
21	03	17

Transferor / Borrower / Party Signature(s)

BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION by its  
authorized signatory(ies):



Print Name: Stephanie Allen



Print Name:

Angela Cooke

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

Print Name:

Print Name:

CITY OF VANCOUVER, by its  
authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

EXECUTIONS CONTINUED

Officer Signature(s)

Execution Date

Transferor / Borrower / Party Signature(s)

Y	M	D
21	03	17

BRITISH COLUMBIA HOUSING  
MANAGEMENT COMMISSION by its  
authorized signatory(ies):

Print Name:

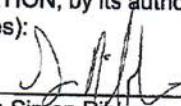
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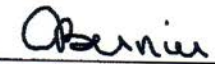


**Dimitrios Langis**

**Counsel**  
700 Montreal Road  
Ottawa, Ont. K1A 0P7

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

Print Name:   
Simon Ribjans  
Specialist

Print Name:   
Julie Bernier  
Manager

CITY OF VANCOUVER, by its  
authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM E

SCHEDULE

PAGE 3 OF 19 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Entire Instrument
Priority Agreement		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA7726024 and Assignment of Rents CA7726025
Priority Agreement		Granting the Covenant with two registration numbers less than this Priority Agreement priority over Mortgage CA8635776



**LAND TITLE ACT  
FORM E**

**SCHEDULE**

PAGE 4 OF 19 PAGES

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

**5. TRANSFEROR(S):**

BRIGHTSIDE COMMUNITY HOMES FOUNDATION (INC. NO. S4099)

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (AS TO PRIORITY)

CANADA MORTGAGE AND HOUSING CORPORATION (AS TO PRIORITY)

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**(Social Housing)**

**1425 and 1451 EAST 12<sup>TH</sup> AVENUE**

**WHEREAS:**

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

- (i) the Transferor, BRIGHTSIDE COMMUNITY HOMES FOUNDATION, 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 rezone the Lands from RM-11N (Medium-Density Residential) to CD-1 (Comprehensive Development) District to permit the development of two residential buildings with a total of 157 social housing units for seniors, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"10. *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 the longer of 60 years and the life of the building, which will contain the following terms and conditions:*

- (a) *A no separate-sales covenant;*
- (b) *A no stratification covenant;*
- (c) *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;*
- (d) *Requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*
- (e) *Not less than 36 per cent of the social housing units will be occupied by households with incomes below the then current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table*

*published by the British Columbia Housing Management Commission, or equivalent publication, and rented at rents that qualify for rent supplements under BC Housing's Shelter Aid for Elderly Residents (SAFER) rent subsidy program, or the equivalent program available to seniors through the Province of British Columbia, as determined and approved by the General Manager of Planning, Urban Design and Sustainability;*

- (f) *Requiring such units to be rented to seniors, meaning at least one member of the household is aged 55 or older, or to be rented to persons with special needs, meaning at least one member of the household is a person with special needs; and*
- (g) *On such other terms and conditions at 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."*

(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 Permit**" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (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) "**Dwelling Unit**" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) "**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;
- (k) "**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);
- (l) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) "**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;
- (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) "**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;
- (p) "**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;

- (q) **“Owner”** means the Transferor, BRIGHTSIDE COMMUNITY HOMES FOUNDATION, and any successors in title to the Lands or a portion of the Lands;
- (r) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm’s length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (s) **“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;
- (t) **“Residential Tenancy Act”** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (u) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (v) **“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 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current **“Housing Income Limits”** table published by the British Columbia Housing Management Commission, or equivalent publication;
  - (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;
- (w) **“Social Housing Condition”** has the meaning ascribed to that term in Recital C;
- (x) **“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;
- (y) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
  - (i) the date as of which the 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
- (z) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the 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 such number of Dwelling Units as approved in the Development Permit, 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 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;
  - (d) throughout the Term, not less than 36% 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 the rental rates that qualify for rent supplements under BC Housing’s Shelter Aid for Elderly Residents (SAFER) rent subsidy program, or the equivalent program available to seniors through the Province of British Columbia, as determined and approved by the General Manager of Planning, Urban Design and Sustainability;
  - (e) throughout the Term, each Social Housing Unit will be occupied by either:
    - (i) occupants who are aged 55 or older; or
    - (ii) households where at least one occupant has special needs, being persons with long-term physical, mental, intellectual or sensory impairments which in interaction with various barriers may hinder their full and effective participation in society on an equal basis with others;
  - (f) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
  - (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial

or registered title to any 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;
- (h) 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;
  - (i) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands in contravention of Section 2.1(h), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
  - (j) throughout the Term, 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 at a time;
  - (k) throughout the Term, all of the Social Housing Units will be 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;
  - (l) 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; and
  - (m) 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.

### 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, or confirmation of self-insurance, consistent with the requirements of Section 2.1(l), is in force and effect;
  - (ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
  - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; 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 3.2, 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. withholding any permit pursuant to this Agreement; or
  - B. 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 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

#### 6.2 Conduct of Proceedings.

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

- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

#### ARTICLE 7 NOTICES

- 7.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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:

Brightside Community Homes Foundation  
300 - 905 Pender Street  
Vancouver, British Columbia V6C 1L6

Attention: Ms. Natalia Manzano, Real Estate Project Manager

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 CA7726024 and the Assignment of Rents registered under number CA7726025;
- (b) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT CONDITION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars (\$10.00) 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.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA8635776;
- (b) "Existing Chargeholder" means CANADA MORTGAGE AND HOUSING CORPORATION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 1102 - 1138 East Georgia Street**

Following a public hearing on December 10, 2019, Council approved the rezoning of the referenced lands subject to a number of conditions, including a condition that the owner of these lands first make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability, the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement securing at least ten residential units as social housing for the longer of 60 years or the life of the building, and subject to other conditions referenced in the minutes of public hearing for December 10, 2019.

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 resolution regarding a Housing Agreement.

Director of Legal Services  
March 30, 2021

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

**A By-Law to enact a Housing Agreement  
for 1102 - 1138 East Georgia 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 legally described as:

PID: 031-285-058	Lot A Block 21 Block A District Lot 182 Group 1 New Westminster District Plan EPP101275
------------------	--

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, and also authorizes the execution of the Housing Agreement by the Director of Legal Services on behalf of the City and the delivery of the Housing Agreement 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

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

## Schedule A

### Housing Agreement



Land Title Act  
**Charge**  
General Instrument – Part 1

#### 1. Application

<b>Maxwell Carroll</b> <b>1600 - 925 West Georgia Street</b> <b>Vancouver BC V6C 3L2</b> <b>604-685-3456</b>
---

33570-140567  
Housing Agreement

#### 2. Description of Land

PID/Plan Number	Legal Description
<b>031-285-058</b>	<b>LOT A BLOCK 21 BLOCK A DISTRICT LOT 182 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP101275</b>

#### 3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Agreement</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with a registration number one less than this priority agreement priority over Mortgage CA6250078 and Assignment of Rents CA6250079</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Covenant with a registration number two less than this priority agreement priority over Mortgage CA6250085 and Assignment of Rents CA6250086</b>

#### 4. Terms

Part 2 of this Instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

A selection of (a) includes any additional or modified terms.

#### 5. Transferor(s)

<b>CH (EAST GEORGIA) GP INC., NO.BC1132750</b>
<b>VANCOUVER CITY SAVINGS CREDIT UNION, NO.FI-97, AS TO PRIORITY</b>
<b>COMPUTERSHARE TRUST COMPANY OF CANADA, NO.A0052313, AS TO PRIORITY</b>

#### 6. Transferee(s)

<b>CITY OF VANCOUVER</b> <b>453 WEST 12TH AVENUE</b> <b>VANCOUVER BC V5Y 1V4</b>
--

#### 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.

Witnessing Officer Signature  
  
MAXWELL P. CARROLL  
Barrister & Solicitor  
1600 - 925 WEST GEORGIA ST.  
VANCOUVER, B.C. V6C 3L2  
(604) 685-3456

Execution Date  
YYYY-MM-DD  
2021-03-09

Transferor Signature(s)  
**CH (EAST GEORGIA) GP INC.**  
By their Authorized Signatory  
  
Jordan Macdonald

**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.

Witnessing Officer Signature  
\_\_\_\_\_

Execution Date  
YYYY-MM-DD

Transferor Signature(s)  
**CITY OF VANCOUVER**  
as Transferee  
By their Authorized Signatory  
\_\_\_\_\_

**Officer Certification**

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

Witnessing Officer Signature  
\_\_\_\_\_

Execution Date  
YYYY-MM-DD

Transferor Signature(s)  
**VANCOUVER CITY SAVINGS CREDIT UNION**  
By their Authorized Signatory  
\_\_\_\_\_

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument - Part 1

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CH (EAST GEORGIA) GP INC.**  
By their Authorized Signatory

\_\_\_\_\_

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**CITY OF VANCOUVER**  
as Transferee  
By their Authorized Signatory

\_\_\_\_\_

**Officer Certification**

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

*Udox*  
\_\_\_\_\_

YYYY-MM-DD  
2021-03-09

**VANCOUVER CITY SAVINGS CREDIT UNION**  
By their Authorized Signatory

*Abby Pelaez*

**Abby Pelaez**  
Loan Security Coordinator  
Community Business & Investment

Anh Doan  
A Commissioner for Taking  
Affidavits for British Columbia  
Vancouver City Savings Credit Union  
5th Floor, 183 Terminal Avenue  
Vancouver, B.C. V6A 4G2  
Office Phone: 604-877-6537

Expiry Date: May 31, 2022

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  
**Charge**  
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD  
**MAR 1 1 2021**

**COMPUTERSHARE TRUST COMPANY  
OF CANADA**  
By their Authorized Signatory

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

**Allana Williams**  
Administrator, MBS

**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.

**Aaron Cao**  
Professional, MBS

**Electronic Signature**

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.

**TERMS OF INSTRUMENT - PART 2**  
**HOUSING AGREEMENT AND BUILDING USE COVENANT**  
**SOCIAL HOUSING**

**1102 - 1138 EAST GEORGIA STREET**

**WHEREAS:**

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (I) the Transferor, CH (EAST GEORGIA) GP INC., 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 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") from I-2 (Industrial) District to CD-1 (Comprehensive Development) District to permit the development of a four-storey mixed-use building consisting of commercial and light industrial uses at grade with a mezzanine level, and a total of 50 residential units (40 strata-titled units and 10 social housing units), with a floor space ratio of 2.57 and a building height of 15.9 metres, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, inter alia, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-law"):
- "6. Make arrangements to the satisfaction of the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability and the General Manager of Arts, Culture and Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, to subdivide the development lands by either (i) an air space subdivision to create an air space parcel; or (ii) a strata plan to create one single strata lot, containing at least 10 Social Housing units occupying at least 572 sq. m (6,157 sq. ft.) of the development floor space, which will contain the following terms and conditions:
    - (a) A no occupancy covenant until the social housing units are transferred to a non-profit entity such that the social housing units meet the definition of "Social Housing";
    - (b) A no separate sales covenant;
    - (c) A no stratification covenant (on air space parcel or from single strata lot);

- (d) A provision that none of such units will be rented for less than one month at a time;
- (e) A requirement that all units comply with the definition of "Social Housing" in the applicable DCL By-law; and
- (f) Such other terms and conditions as the General Manager of Arts, Culture and Community Services, the General Manager of Planning, Urban Design and Sustainability, and the Director of Legal Services may in their sole discretion require.

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

- 7. Make arrangements to the satisfaction of the Director of Legal Services, the General Manager of Planning, Urban Design and Sustainability, and the General Manager of Arts, Culture and Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, in order to comply with the provisions for Social Housing as defined in the Zoning and Development By-law for this area for the ten (10) Social Housing units included in this development. The Housing Agreement will secure no fewer than one-third of the Social Housing Units, to be 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.

Note to Applicant: This condition will be secured by a 219 Covenant and a Housing Agreement 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:

{01287822v6}  
January 18, 2021

33570.140567.ATB.19307252.2

Housing Agreement (Social Housing)  
1102 - 1138 East Georgia Street



**ARTICLE 1  
DEFINITIONS AND INTERPRETATIONS**

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

- (a) **“Affordable Market Rents”** means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands, provided that such rents do not exceed 90% of:
  - (i) the appraised market rent for a comparable unit in the local area (where a “comparable unit” means a Dwelling Unit of the same type, similar size and in a building with a similar age and quality of construction); or
  - (ii) in the absence of such comparable units in the local area, the market rent for a comparable unit as set out in CMHC’s Rental Survey for Vancouver by year of construction, 2005+ category, or, if such survey is not available, such other survey or publication approved by the General Manager of Arts, Culture and Community Services in his or her sole discretion;
- (b) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
- (c) **“City”** and **“City of Vancouver”** are defined in Recital A(II);
- (d) **“City Manager”** means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Commencement Date”** means the date as of which this Agreement has been submitted to the Land Title Office;
- (g) **“Development”** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (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 Rezoning 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 City’s Legal Services Department and his or her 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) **“General Manager of Arts, Culture and Community Services”** means the chief administrator, from time to time, of the City’s Arts, Culture and Community Services Department and his or her successors in function and their respective nominees;
- (l) **“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;
- (m) **“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 Arts, Culture and Community Services);
- (n) **“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;
- (o) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (p) **“Lands”** means the lands described in Item 2 in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached; 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;
- (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, 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 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;
- (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;
- (t) **“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;

- (u) **“Owner”** means the Transferor, CH (EAST GEORGIA) GP INC., and any successors in title to the Lands or a portion of the Lands;
- (v) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to ARTICLE 2), at arm’s-length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) **“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;
- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (z) **“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;
- (aa) **“Social Housing Condition”** has the meaning ascribed to that term in Recital C;
- (bb) **“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;
- (cc) **“Social Housing Units Air Space Parcel”** has the meaning ascribed to such term in Section 3.1(a)(i);
- (dd) **“Social Housing Units Strata Lot”** has the meaning ascribed to such term in Section 3.1(a)(ii);

- (ee) “**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; or
  - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (ff) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

**1.2 Interpretation.** In this Agreement:

- (a) *Party.* Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) *Singular; Gender.* Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) *Captions and Headings.* The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) *References.* References to the or this “Agreement” and the words “hereof” “herein” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached 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 Restrictions.** 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 such number of Dwelling Units as approved in the Development Permit, ten (10) 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 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 land parcel containing any of the Social Housing Units (including any building (or part thereof) located thereon) will be used and owned only in a manner that ensures its continued compliance with the definition of Social Housing;
- (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; and
  - (ii) the target rents and affordability for the remaining Social Housing Units will be for:
    - (A) not less than one-third of the Social Housing Units to 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
    - (B) the remaining Social Housing Units to be rented at Affordable Market Rents;

- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Social 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) subject always to Section 2.1(c), 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, subject to ARTICLE 3;
- (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 at least 30 consecutive days;
- (j) 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; and
- (k) 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.

**ARTICLE 3  
SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

**3.1 Subdivision.** Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all

applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by:

- (i) the deposit of an air space subdivision plan, to enable all of the Social Housing Units to be contained within one air space parcel (the “**Social Housing Units Air Space Parcel**”); or
  - (ii) the deposit of a strata plan to enable all of the Social Housing Units to be contained within one strata lot (the “**Social Housing Units Strata Lot**”); and
- (b) following such a subdivision and the issuance of a final occupancy permit for the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot, as applicable, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot and associated common property, as applicable, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City’s rights and the Owner’s agreements and obligations in respect of the Social Housing Units, the Social Housing Units Air Space Parcel or the Social Housing Units Strata Lot, as applicable, pursuant to this Agreement;
  - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
  - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
  - (iv) the preparation and registration of any such discharge will be without cost to the City.

#### ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

**4.1 Occupancy Restrictions.** 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:
  - (i) the Owner has transferred all of the Social Housing Units to a non-profit corporation or a non-profit co-operative association such that the Social Housing Units satisfy the definition of Social Housing; and

- (ii) the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
    - (A) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
    - (B) 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 on a per unit basis, and the unit type and size, which rents, unit type and size will comply with those applicable to the definition of Social Housing in the *Vancouver Development Cost Levy By-law No. 9755*; 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 4.1(a).
- 4.2 Release.** Without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building 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 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 6 ENFORCEMENT

- 6.1 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 shall be entitled to court costs on a solicitor and own client basis.

#### ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity.** 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) withholding any permit pursuant to this Agreement; or
  - (B) 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, but excluding any grossly negligent acts on the part of the City or the City Personnel; and

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

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

**7.2 Nature of Indemnities.** The indemnities in this ARTICLE 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

**7.3 Conduct of Proceedings.**

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.3(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City,

provided, however, that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 7.3(b); and

- (c) Regardless of whether the claim is being defended under Section 7.3(a) or Section 7.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

#### ARTICLE 8 NOTICES

- 8.1 Notices.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request to a representative of the party for whom it is intended, either by personal delivery or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia and:

- (a) in the case of the Owner, addressed to it at:

CH (East Georgia) GP Inc.  
308 - 837 West Hastings Street  
Vancouver, BC V6C 3N9  
Attention: Jordan Macdonald

(b) and in the case of the City, addressed to it at:

City of Vancouver  
 453 West 12th Avenue  
 Vancouver, BC V5Y 1V4  
 Attention: City Clerk

with concurrent copies to the General Manager of Community Services  
 and the Director of Legal Services

or at such other address as the parties may from time to time advise by notice in writing. Any such notice, approval or request will be deemed to have been received on the date of delivery of such notice, approval or request, or on the third business day next following the date of such mailing if mailed as aforesaid, provided that if mailed should there be, between mailing and the actual receipt of such notice, approval or request, a mail strike, slowdown or other labour dispute which might affect the delivery of such notice, approval or request, such notice, approval or request will only be effective if actually delivered.

#### ARTICLE 9 MISCELLANEOUS

- 9.1 Agreement Runs With the Lands.** Subject to Section 3.1(b) above, 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.
- 9.2 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.
- 9.3 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or

declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

- 9.4 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.5 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.6 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*.
- 9.7 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.
- 9.8 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.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached.

{01287822v6}  
January 18, 2021

33570.140567.ATB.19307252.2

Housing Agreement (Social Housing)  
1102 - 1138 East Georgia Street

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA6250078 and the Assignment of Rents registered under number CA6250079;
- (b) **“Existing Chargeholder”** means VANCOUVER CITY SAVINGS CREDIT UNION (Incorporation No. FI-97);
- (c) **“New Charges”** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

{01287822v6}  
January 18, 2021

33570.140567.ATB.19307252.2

Housing Agreement (Social Housing)  
1102 - 1138 East Georgia Street

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA6250085 and the Assignment of Rents registered under number CA6250086;
- (b) **“Existing Chargeholder”** means COMPUTERSHARE TRUST COMPANY OF CANADA (Incorporation No. A0052313);
- (c) **“New Charges”** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

**END OF DOCUMENT**

{01287822v6}  
January 18, 2021

33570.140567.ATB.19307252.2

Housing Agreement (Social Housing)  
1102 - 1138 East Georgia Street