

## EXPLANATION

A By-law to amend the Rental Housing Stock  
Official Development Plan By-law No. 9488  
Regarding C-2 Districts

After the public hearing on March 11 and April 1, 2021, Council resolved to amend the Rental Housing Stock ODP to extend the requirement for one-for-one replacement of existing rental housing units to the C-2, C-2B, C-2C, and C-2C1 zoning districts and to further protect the existing rental stock by expanding the RHS-ODP requirements to these other districts. This By-law includes a change to the enactment clauses that better reflects the contents of the staff report. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

**BY-LAW NO.**

**A By-law to amend Rental Housing Stock  
Official Development Plan By-law No. 9488  
Regarding C-2 Districts**

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

1. This By-law amends or adds to the indicated provisions of By-law No. 9488.
2. In Section 1.1 of Schedule A, Council strikes out the definition of “zoning districts” and substitutes the following:

““zoning districts” mean the C-2, C-2B, C-2C, C-2C1, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-5, RM-5A, RM-5B, RM-5C and RM-5D, RM-6, FM-1, and CD-1 zoning districts referred to in section 9.1 of the Zoning and Development By-law, the boundaries of which the Zoning District Plan, and amendments to it, attached as Schedule D to the Zoning and Development By-law, delineate.”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment, except that it does not come into force or take effect and the Rental Housing Stock Official Development Plan existing on April 26, 2021 remains in force with regard to any of the following:
  - (a) rezoning enquiries that have resulted in a positive letter of response from the City dated between May 1, 2019 and February 9, 2021, provided that a rezoning application is submitted by October 27, 2021;
  - (b) rezoning applications accepted prior to February 9, 2021; or
  - (c) development permit applications accepted prior to February 9, 2021.

ENACTED by Council this                      day of                      , 2021

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Mayor

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City Clerk

## EXPLANATION

A By-law to amend  
Zoning and Development By-law No. 3575  
regarding amendments related to the C-2 Districts  
in the Rental Housing Stock Official Development Plan

After the public hearing on March 11 and April 1, 2021, Council resolved to amend the Rental Housing Stock ODP to extend the requirement for one-for-one replacement of existing rental housing units to the C-2, C-2B, C-2C, and C-2C1 zoning districts. This By-law includes a change to the enactment clauses that better reflects the contents of the staff report. This includes a consequential amendment to the Zoning and Development By-law. Since the RHS-ODP amendment has been enacted, enactment of the attached consequential By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

**BY-LAW NO.**

**A By-law to amend  
Zoning and Development By-law No. 3575  
regarding amendments related to the C-2 Districts  
in the Rental Housing Stock Official Development Plan**

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

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

2. In Section 2, Council strikes out the definition of “Rental Housing Unit” and substitutes:

“For the purposes of section 4.3.9 of this By-law, and for the purposes of section 3.3.1 of the RM-2, RM-3, RM-3A, RM-4 and RM-4N District Schedules, section 3.3.2 of the RM-6, and FM-1 District Schedules, section 3.3.3 of the C-2 District Schedule, section 3.3.4 of the C-2B, RM-5, RM-5A, RM-5B, RM-5C and RM-5D District Schedules, and section 3.3.5 of the C-2C District Schedule, and section 3.3.6 of the C-2C1 District Schedule, a dwelling unit, housekeeping unit, or sleeping unit on a site that a tenant rents, or has rented, for the purpose of living accommodation but does not include:

- (a) a unit rented by a not for profit housing cooperative to a member of the cooperative;
- (b) a unit in a community care facility or group residence;
- (c) a unit in a hotel;
- (d) units in an equity co-op where, at the time of rezoning application, or at the time of development permit application for projects that do not require rezoning, the building was operated as an equity co-op within the last three years; or
- (e) units in a strata titled building where, at the time of rezoning application, or at the time of development permit application for projects that do not require rezoning, the majority of the units were within the last three years individually owned and:
  - (i) for which a petition has been filed with the Supreme Court of BC to dissolve the strata corporation; or
  - (ii) for which all the strata lots within the corporation are now under single ownership.”.

3. In Section 4, Council strikes out section 4.3.9 and substitutes:

“4.3.9 Despite anything to the contrary in this By-law, the Director of Planning or the Development Permit Board must not issue a development permit for:

- (a) a multiple dwelling with three or more dwelling units in the C-2, C-2B, C-2C1, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-5, RM-5A, RM-5B, RM-5C and RM-5D, RM-6, or FM -1 districts;



- (b) a multiple conversion dwelling with three or more dwelling units in the C-2, C-2B, C-2C, C2-C1, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-5, RM-5A, RM-5B, RM-5C and RM-5D, or FM -1 districts;
- (c) an infill multiple dwelling with three or more dwelling units in the RM-4 and RM-4N, RM-5, RM-5A, RM-5B, RM-5C and RM-5D, or FM -1 districts; or
- (d) a building containing three or more dwelling units in conjunction with any of the uses listed in the applicable district schedule in the C-2, C-2B, C-2C, or C2-C1 districts,

unless the development permit is subject to conditions that comply with the requirements of the applicable districts schedule or district schedule.”.

4. In the C-2 District Schedule, Council:

(a) in section 3.2.DW:

- (i) in the bullet point for Dwelling units in conjunction with any of the uses listed in this schedule, adds “, in accordance with section 3.3.3 of this Schedule,” after “Dwelling units in conjunction with any of the uses listed in this schedule”,
- (ii) in the bullet point for Multiple Dwelling, adds “in accordance with section 3.3.3 of this Schedule,” after “Multiple Dwelling,”, and
- (iii) in the bullet point for Multiple Conversion Dwelling, adds “and in accordance with section 3.3.3 of this Schedule” after “conversion of a building which was in existence prior to June 18, 1956”;

(b) adds a new section 3.3.3 as follows:

“3.3.3 Unless its development does not require the demolition or change of use or occupancy of one or more rental housing units, registered owners of buildings containing three or more dwelling units in conjunction with any of the uses listed in this Schedule, Multiple Dwellings, or Multiple Conversion Dwellings consisting of three or more dwelling units, must:

- (a) if it is new development that requires demolition of one or more buildings on that site, or if it is an existing development that requires major alterations resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) enter into a housing agreement, satisfactory to Council, that secures:

- A. one for one replacement of existing rental housing units with dwelling units on the site or in the same

zoning district or on another site that was subject to the Rental Housing Stock ODP before it was rezoned to allow for replacement housing and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing, or one for one replacement with another type of affordable housing if permitted under an applicable community plan, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and

- B. a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable, and

- (ii) ensure that at least 35% of the total number of dwelling units include two or more bedrooms, except where the Director of Planning considers that such requirement would deter or prevent:

- A. the conservation of a protected heritage property or a building on, or eligible for addition to, the Vancouver Heritage Register;
- B. the renovation of a building where there are physical constraints due to light, access, and the form and structural elements of the existing building;
- C. development of low-rise and midrise buildings on mid-block or unique sites with significant design challenges in meeting the requirement; or
- D. development of projects on sites or in areas identified in Council-approved plans or policies as targeted to single and couple households,

or

- (b) if it is an existing development requiring renovations resulting in a change of use or occupancy of a rental housing unit on that site, but it does not require major alterations or additions resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) secure, to the satisfaction of the Director Planning, one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement,

having regard for the Council's intention to maximize the replacement of such rental units; and

- (ii) provide a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable;

and, in this section, all references to the demolition or change of use or occupancy of one or more rental housing units are to include then existing rental housing units and rental housing units that, during the three years preceding the date of application for a development permit, a person has demolished or in respect of which has changed the use or occupancy.”.

5. In the C-2B District Schedule, Council:

(a) in section 3.2.DW:

- (i) in the bullet point for Dwelling units in conjunction with any of the uses listed in this Schedule, adds “, in accordance with section 3.3.4 of this Schedule,” after “Dwelling units in conjunction with any of the uses listed in this Schedule”,
- (ii) in the bullet point for Multiple Dwelling, adds “in accordance with section 3.3.4 of this Schedule,” after “Multiple Dwelling,”, and
- (iii) in the bullet point for Multiple Conversion Dwelling, adds “and in accordance with section 3.3.4 of this Schedule” after “conversion of a building which was in existence prior to June 18, 1956”;

(b) adds a new section 3.3.4 as follows:

“3.3.4 Unless its development does not require the demolition or change of use or occupancy of one or more rental housing units, registered owners of buildings containing three or more dwelling units in conjunction with any of the uses listed in this Schedule, Multiple Dwellings, or Multiple Conversion Dwellings consisting of three or more dwelling units, must:

- (a) if it is new development that requires demolition of one or more buildings on that site, or if it is an existing development that requires major alterations resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) enter into a housing agreement, satisfactory to Council, that secures:

- A. one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district or on another site that was subject to the Rental Housing Stock ODP before it was rezoned to allow for replacement housing and is

adjacent to the contiguous area of the zoning district of the site that requires the replacement housing, or one for one replacement with another type of affordable housing if permitted under an applicable community plan, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and

- B. a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable, and

- (ii) ensure that at least 35% of the total number of dwelling units include two or more bedrooms, except where the Director of Planning considers that such requirement would deter or prevent:

- A. the conservation of a protected heritage property or a building on, or eligible for addition to, the Vancouver Heritage Register;
- B. the renovation of a building where there are physical constraints due to light, access, and the form and structural elements of the existing building;
- C. development of low-rise and midrise buildings on mid-block or unique sites with significant design challenges in meeting the requirement; or
- D. development of projects on sites or in areas identified in Council-approved plans or policies as targeted to single and couple households,

or

- (b) if it is an existing development requiring renovations resulting in a change of use or occupancy of a rental housing unit on that site, but it does not require major alterations or additions resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) secure, to the satisfaction of the Director Planning, one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and

- (ii) provide a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable;

and, in this section, all references to the demolition or change of use or occupancy of one or more rental housing units are to include then existing rental housing units and rental housing units that, during the three years preceding the date of application for a development permit, a person has demolished or in respect of which has changed the use or occupancy.”.

6. In the C-2C District Schedule, Council:

(a) in section 3.2.DW:

- (i) in the bullet point for Dwelling units in conjunction with any of the uses listed in this Schedule, adds “, in accordance with section 3.3.5 of this Schedule,” after “Dwelling units in conjunction with any of the uses listed in this Schedule”, and
- (ii) in the bullet point for Multiple Conversion Dwelling, adds “and in accordance with section 3.3.5 of this Schedule” after “conversion of a building which was in existence prior to June 18, 1956”.

(b) adds a new section 3.3.5 as follows:

“3.3.5 Unless its development does not require the demolition or change of use or occupancy of one or more rental housing units, registered owners of buildings containing three or more dwelling units in conjunction with any of the uses listed in this Schedule, or Multiple Conversion Dwellings consisting of three or more dwelling units, must:

- (a) if it is new development that requires demolition of one or more buildings on that site, or if it is an existing development that requires major alterations resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) enter into a housing agreement, satisfactory to Council, that secures:

- A. one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district or on another site that was subject to the Rental Housing Stock ODP before it was rezoned to allow for replacement housing and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing, or one for one replacement with another type of affordable housing if permitted under an applicable community plan, except that in cases where the existing rental housing units are sleeping

or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and

- B. a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable, and
- (ii) ensure that at least 35% of the total number of dwelling units include two or more bedrooms, except where the Director of Planning considers that such requirement would deter or prevent:
- A. the conservation of a protected heritage property or a building on, or eligible for addition to, the Vancouver Heritage Register;
  - B. the renovation of a building where there are physical constraints due to light, access, and the form and structural elements of the existing building;
  - C. development of low-rise and midrise buildings on mid-block or unique sites with significant design challenges in meeting the requirement; or
  - D. development of projects on sites or in areas identified in Council-approved plans or policies as targeted to single and couple households,

or

- (b) if it is an existing development requiring renovations resulting in a change of use or occupancy of a rental housing unit on that site, but it does not require major alterations or additions resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:
- (i) secure, to the satisfaction of the Director Planning, one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and
  - (ii) provide a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable;

and, in this section, all references to the demolition or change of use or occupancy of one or more rental housing units are to include then

existing rental housing units and rental housing units that, during the three years preceding the date of application for a development permit, a person has demolished or in respect of which has changed the use or occupancy.”.

7. In the C-2C1 District Schedule, Council:

(a) in section 3.2.DW:

- (i) in the bullet point for Dwelling units in conjunction with any of the uses listed in this Schedule, adds “, in accordance with section 3.3.6 of this Schedule,” after “Dwelling units in conjunction with any of the uses listed in this Schedule”,
- (ii) in the bullet point for Multiple Conversion Dwelling, adds “and in accordance with section 3.3.6 of this Schedule” after “conversion of a building which was in existence prior to June 18, 1956”, and
- (iii) in the bullet point for Multiple Dwelling, adds “, in accordance with section 3.3.6 of this Schedule,” after “Multiple Dwelling”.

(b) adds a new section 3.3.6 as follows:

“3.3.6 Unless its development does not require the demolition or change of use or occupancy of one or more rental housing units, registered owners of buildings containing three or more dwelling units in conjunction with any of the uses listed in this Schedule, Multiple Conversion Dwellings consisting of three or more dwelling units, or Multiple Dwellings, must:

- (a) if it is new development that requires demolition of one or more buildings on that site, or if it is an existing development that requires major alterations resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

- (i) enter into a housing agreement, satisfactory to Council, that secures:

- A. one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district or on another site that was subject to the Rental Housing Stock ODP before it was rezoned to allow for replacement housing and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing, or one for one replacement with another type of affordable housing if permitted under an applicable community plan, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement,

- having regard for the Council's intention to maximize the replacement of such rental units; and
- B. a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable, and

(ii) ensure that at least 35% of the total number of dwelling units include two or more bedrooms, except where the Director of Planning considers that such requirement would deter or prevent:

- A. the conservation of a protected heritage property or a building on, or eligible for addition to, the Vancouver Heritage Register;
- B. the renovation of a building where there are physical constraints due to light, access, and the form and structural elements of the existing building;
- C. development of low-rise and midrise buildings on mid-block or unique sites with significant design challenges in meeting the requirement; or
- D. development of projects on sites or in areas identified in Council-approved plans or policies as targeted to single and couple households,

or

(b) if it is an existing development requiring renovations resulting in a change of use or occupancy of a rental housing unit on that site, but it does not require major alterations or additions resulting in a change to the unit mix of the building(s) and the reconfiguration of a majority of the existing dwelling units, housekeeping units, or sleeping units:

(i) secure, to the satisfaction of the Director Planning, one for one replacement of existing rental housing units with dwelling units on the site or in the same zoning district, except that in cases where the existing rental housing units are sleeping or housekeeping units, the Director of Planning may permit less than one for one replacement, having regard for the Council's intention to maximize the replacement of such rental units; and

(ii) provide a Tenant Relocation Plan in keeping with the city's Tenant Relocation and Protection Policy, if applicable;

and, in this section, all references to the demolition or change of use or occupancy of one or more rental housing units are to include then existing rental housing units and rental housing units that, during the three years preceding the date of application for a development permit, a



person has demolished or in respect of which has changed the use or occupancy.”.

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

9. This By-law is to come into force and take effect on the date of its enactment, except that it does not come into force or take effect and the Zoning and Development By-law existing on April 26, 2021 remains in force with regard to any of the following:

- (a) rezoning enquiries that have resulted in a positive letter of response from the City dated between May 1, 2019 and February 9, 2021, provided that a rezoning application is submitted by October 27, 2021;
- (b) rezoning applications accepted prior to February 9, 2021; or
- (c) development permit applications accepted prior to February 9, 2021.

ENACTED by Council this       day of       , 2021

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Mayor

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City Clerk

**EXPLANATION****A By-law to enact a Housing Agreement  
for 4506 Rupert Street and 3309 Price Street**

The land owner applied to the City to rezone the Lands from C-1 (Commercial) and RS-1 (Residential) Districts to CD-1 (Comprehensive Development) District to permit the development of a five-storey mixed-use building with 51 market rental residential units, including 4 live-work units. The rezoning application was approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner securing all residential units in the new building as for-profit affordable rental housing units for the longer of 60 years or the life of the building, which agreement was to be on terms satisfactory to the General Manager of Planning and Development Services and the Director of Legal Services. The Housing Agreement was accepted and executed by the land owner, 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  
April 27, 2021

4506 Rupert Street & 3309 Price Street

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

**A By-law to enact a Housing Agreement  
for 4506 Rupert Street and 3309 Price Street**

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

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

010-306-757	LOT 1 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903
010-306-765	LOT 2 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903
010-306-820	LOT 7 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903
015-093-867	LOT A (REFERENCE PLAN 2155) BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 849

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this                      day of                      , 2021

\_\_\_\_\_  
Mayor

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



1. Application

**SARAH W. JONES**  
**Clark Wilson LLP**  
**900 - 885 West Georgia Street**  
**Vancouver BC V6C 3H1**  
**604.687.5700**

Housing Agreement  
File No.: 42106-0024

2. Description of Land

PID/Plan Number	Legal Description
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<b>010-306-757</b>	<b>LOT 1 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903</b>
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<b>010-306-765</b>	<b>LOT 2 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903</b>
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<b>010-306-820</b>	<b>LOT 7 BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 7903</b>
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<b>015-093-867</b>	<b>LOT A (REFERENCE PLAN 2155) BLOCK 96 DISTRICT LOTS 36 AND 51 PLAN 849</b>
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3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant</b> <b>Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>Granting the Section 219 Covenant herein</b> <b>priority over Mortgage CA7901194 and</b> <b>Assignment of Rents CA7901195</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)

**4506 RUPERT HOLDINGS LTD., NO.BC1228769**

**LAURENTIAN BANK OF CANADA, AS TO PRIORITY**

6. Transferee(s)

**CITY OF VANCOUVER**  
**453 WEST 12TH AVENUE**  
**VANCOUVER BC V5T 1V4**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

**BAHAREH DANAEI**  
*Barrister & Solicitor*  
**NORTH SHORE LAW LLP**  
6<sup>th</sup> Floor - 171 West Esplanade  
North Vancouver, B.C., V7M 3J9  
Phone: 604-980-8571 Fax: 604-980-46

Execution Date

YYYY-MM-DD  
2021/3/31

Transferor Signature(s)

**4506 RUPERT HOLDINGS LTD.**  
By their Authorized Signatory

Name: Hesam Dehimi

Name: \_\_\_\_\_

**LAURENTIAN BANK OF CANADA**  
By their Authorized Signatory

Name: \_\_\_\_\_

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.

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor Signature(s)

**CITY OF VANCOUVER**  
By their Authorized Signatory

Name: \_\_\_\_\_



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

BAHAREH DANAEI  
Barrister & Solicitor  
NORTH SHORE LAW LLP  
6th Floor - 171 West Esplanade  
North Vancouver, B.C., V7M 3J9  
Phone: 604-980-8571 Fax: 604-980-4000

Execution Date

YYY-MM-DD

2021/3/31

Transferor Signature(s)

**4506 RUPERT HOLDINGS LTD.**  
By their Authorized Signatory

  
Name: Hesan Dehimi

Name:

**LAURENTIAN BANK OF CANADA**  
By their Authorized Signatory

  
Name: Aksana Papovich,  
Documentation Officer

Name:

  
Parthena Keroglidis,  
Lawyer  
600-199 Bay St.  
Toronto, ON  
M5L 0A2  
Tel: 416-362-7211

2021/04/08

(as to Laurentian Bank signatory only)

**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

YYY-MM-DD

\_\_\_\_\_

Transferor Signature(s)

**CITY OF VANCOUVER**  
By their Authorized Signatory

Name:



\_\_\_\_\_  
**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.

**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 FOR-PROFIT AFFORDABLE RENTAL HOUSING 4506 Rupert Street and 3309 Price Street

#### WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 4506 RUPERT HOLDINGS LTD., as more particularly defined in Section 1.1 is called the "Owner"; and
  - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands; and
- C. The Owner made an application to rezone the Lands from C-1 (Commercial) and RS-1 (Residential) Districts to CD-1 (Comprehensive Development) District (the "Rezoning Application") to permit the development of a five-storey mixed-use building with 51 market rental residential units, including 4 live-work units, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing.

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

#### ARTICLE 1 DEFINITIONS AND INTERPRETATION

- 1.1 **Definitions.** Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:
- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
  - (b) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the

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Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street



Development Permit;

- (c) **"City" and "City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (i) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (j) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (k) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (l) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (m) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (n) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **"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,

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (p) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely **4506 RUPERT HOLDINGS LTD.**, and its successors and permitted assigns;
- (s) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;
- (v) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (w) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;

- (x) **"Rezoning By-law"** means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (y) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
  - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
  - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (aa) **"Vancouver Charter"** means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (bb) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 **Interpretation.** In this Agreement:

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

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

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

## ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain such number of Housing Units as approved in the Development Permit in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
- (d) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
  - (i) for a studio - \$1,641;
  - (ii) for a one-bedroom - \$1,942
  - (iii) for a two-bedroom - \$2,611; and
  - (iv) for a three-bedroom - \$2,977,

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

- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.8;

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

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

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Arts, Culture and Community Services confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type, mix and sizes shall comply with this Agreement when the Development Permit is issued; and
    - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
  - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4  
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
    - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services:
      - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued; and
      - (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City; and

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

#### **ARTICLE 5 RECORD KEEPING**

- 5.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Arts, Culture and Community Services. At the request of the General Manager of Arts, Culture and Community Services, from time to time, the Owner will:
- (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
  - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

#### **ARTICLE 6 ENFORCEMENT**

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

#### **ARTICLE 7 RELEASE AND INDEMNITY**

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

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
  - (i) by reason of the City or City Personnel:
    - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

- B. withholding any permit pursuant to this Agreement; or
- C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

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

## 7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 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 7.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.1(a) in the following circumstances:
  - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
  - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
  - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;



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

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

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

## **ARTICLE 8 NOTICES**

- 8.1 All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, will be in writing and will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:
- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and
  - (b) if personally delivered, on the date when delivered.

If to the City, addressed to:

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

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

If to the Owner, addressed to:

4506 Rupert Holdings Ltd.  
Suite 226, 998 Harbourside Drive  
North Vancouver, British Columbia V7P 3T2

Attention: Hesam Deihimi

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

#### ARTICLE 9 MISCELLANEOUS

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

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

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

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

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

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

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CW16452162.1

Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street

**Schedule A  
Rent Roll  
(See next page)**

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CW16452162.1

**Housing Agreement and Building Use Covenant  
4506 Rupert Street and 3309 Price Street**

RENT ROLL  
 Nell's Place  
 4502 Rupert Street, Vancouver  
 Date Completed: March 2021

UNIT #	FLOOR LEVEL	UNIT COMPOSITION	# OF BEDROOM	BALCONY/DECK	# OF BATH	TOTAL RENTABLE FLOOR AREA (SQ.FT.)	PROJECTED MONTHLY RENT
101	Ground	Like-Work Unit	1 Bedroom	Patio	1	557	\$ 1,942
102	Ground	Like-Work Unit	1 Bedroom	Patio	1	555	\$ 1,942
103	Ground	Like-Work Unit	1 Bedroom	Patio	1	558	\$ 1,942
104	Ground	Like-Work Unit	2 Bedrooms	Patio	1	795	\$ 2,611
106	Ground	Townhouse	1 Bedroom	2 Patios	1	504	\$ 1,942
108	Ground	Townhouse	1 Bedroom	2 Patios	1	504	\$ 1,942
110	Ground	Townhouse	1 Bedroom	2 Patios	1	504	\$ 1,942
112	Ground	Townhouse	1 Bedroom	2 Patios	1	504	\$ 1,942
113	Ground	Townhouse	3 Bedrooms	2 Patios	1	1192	\$ 2,977
105	Second	Stacked TH	3 Bedrooms	Patio	2	1,048	\$ 2,977
107	Second	Stacked TH	3 Bedrooms	Patio	2	1,048	\$ 2,977
109	Second	Stacked TH	3 Bedrooms	Patio	2	1,048	\$ 2,977
111	Second	Stacked TH	3 Bedrooms	Patio	2	1,062	\$ 2,977
201	Second	Apartment	3 Bedrooms	Patio	2	871	\$ 2,977
202	Second	Apartment	Studio	Patio	1	404	\$ 1,641
203	Second	Apartment	2 Bedrooms	Patio	2	775	\$ 2,611
301	Third	Apartment	1 Bedroom	Balcony	1	482	\$ 1,942
302	Third	Apartment	Studio	Balcony	1	404	\$ 1,641
303	Third	Apartment	Studio	Balcony	1	404	\$ 1,641
304	Third	Apartment	Studio	Balcony	1	410	\$ 1,641
305	Third	Apartment	1 Bedroom	Balcony	1	535	\$ 1,942
306	Third	Apartment	2 Bedrooms	Balcony	2	871	\$ 2,977
307	Third	Apartment	Studio	Balcony	1	406	\$ 1,641
308	Third	Apartment	2 Bedrooms	Balcony	2	777	\$ 2,611
309	Third	Apartment	1 Bedroom	Balcony	1	589	\$ 1,942
310	Third	Apartment	1 Bedroom	Balcony	1	590	\$ 1,942
311	Third	Apartment	2 Bedrooms	Balcony	2	799	\$ 2,611
312	Third	Apartment	2 Bedrooms	Balcony	2	781	\$ 2,611
313	Third	Apartment	1 Bedroom	Balcony	1	530	\$ 1,942
401	Fourth	Apartment	1 Bedroom	Balcony	1	482	\$ 1,942
402	Fourth	Apartment	Studio	Balcony	1	404	\$ 1,641
403	Fourth	Apartment	Studio	Balcony	1	404	\$ 1,641
404	Fourth	Apartment	Studio	Balcony	1	410	\$ 1,641
405	Fourth	Apartment	1 Bedroom	Balcony	1	539	\$ 1,942
406	Fourth	Apartment	1 Bedroom	Balcony	1	536	\$ 1,942
407	Fourth	Apartment	Studio	Balcony	1	506	\$ 1,641
408	Fourth	Apartment	2 Bedrooms	Balcony	2	777	\$ 2,611
409	Fourth	Apartment	1 Bedroom	Balcony	1	564	\$ 1,942
410	Fourth	Apartment	2 Bedrooms	Balcony	1	716	\$ 2,611
411	Fourth	Apartment	2 Bedrooms	Balcony	2	798	\$ 2,611
412	Fourth	Apartment	2 Bedrooms	Balcony	2	781	\$ 2,611
413	Fourth	Apartment	1 Bedroom	Balcony	1	530	\$ 1,942
501	Fifth	Apartment	2 Bedrooms	Balcony	1	889	\$ 2,611
502	Fifth	Apartment	2 Bedrooms	Balcony	1	707	\$ 2,611
503	Fifth	Apartment	2 Bedrooms	Balcony	1	893	\$ 2,611
504	Fifth	Apartment	2 Bedrooms	Balcony	1	778	\$ 2,611
505	Fifth	Apartment	1 Bedroom	Balcony	1	600	\$ 1,942
406	Fifth	Apartment	1 Bedroom	Balcony	1	491	\$ 1,942
407	Fifth	Apartment	2 Bedrooms	Balcony	1	773	\$ 2,611
408	Fifth	Apartment	Studio	Balcony	2	425	\$ 1,641
409	Fifth	Apartment	Studio	Balcony	1	427	\$ 1,641
Total Rentable Area:						\$2,933	
Projected Annual Rent:						\$1,348,194	
Number of Units:						51	
Average Rent:						\$2,603.78	
Average Unit Size:						646	

## CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7901194 and the Assignment of Rents registered under number CA7901195;
- (b) "Existing Chargeholder" means LAURENTIAN BANK OF CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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**

**A By-law to authorize the amendment of a  
Housing Agreement  
Authorized by By-law No. 12838  
Re: 1956-1990 Stainsbury Avenue**

This amendment to the Housing Agreement for 1956-1990 Stainsbury Avenue, which was authorized by By-law 12838 on November 24, 2020 and was required as a condition of rezoning bylaw enactment with respect to the lands, modifies such Housing Agreement by replacing the rent roll attached to the Housing Agreement with a new rent roll to update the unit numbers assigned to the units included in the rent roll.

The change to the Housing Agreement that necessitated this by-law amendment has been consented to by the owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services  
April 27, 2021



1956-1990 Stainsbury Avenue

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

**A By-law to authorize the amendment of a  
Housing Agreement Authorized by By-law No. 12838**

**PREAMBLE**

**WHEREAS**

Council has authority under the *Vancouver Charter* to amend an existing Housing Agreement with the consent of the owner of property.

**AND WHEREAS**

Pursuant to By-law No. 12838 enacted November 24, 2020, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 1956-1990 Stainsbury Avenue (the "**Housing Agreement**").

**AND WHEREAS**

The City and the owner now wishes to amend the Housing Agreement and all proposed amendments are acceptable to the City and the owner.

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. 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.
3. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

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

PAGE 1 OF 7 PAGES

Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the *Land Title Act*, RSBC 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)  
**Bell Alliance LLP**

**201 - 1367 West Broadway**  
**Vancouver**

BC V6H 4A7

Phone: 604-873-8723  
 Fax: 604-873-8785  
 File: 111289-017

Deduct LTSA Fees? Yes ☒

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

**031-252-516 LOT 1 BLOCK D WEST PART OF DISTRICT LOT 743 GROUP 1 NEW**  
**WESTMINSTER DISTRICT PLAN EPP101899**

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION  
**SEE SCHEDULE**

4. TERMS: Part 2 of this instrument consists of (select one only)  
 (a) ☐ Filed Standard Charge Terms D.F. No. (b) ☒ Express Charge Terms Annexed as Part 2  
 A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):  
**1196908 B.C LTD. (INC. NO. BC1196908)**  
**NATIONAL BANK OF CANADA (AS TO PRIORITY)**

6. TRANSFEREE(S): (including postal address(es) and postal code(s))  
**CITY OF VANCOUVER**

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

V5Y 1V4

**BRITISH COLUMBIA**  
**CANADA**

7. ADDITIONAL OR MODIFIED TERMS:  
**N/A**

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

Officer Signature(s)

  
**Lisa Niro**  
**Barrister & Solicitor**  
**201 - 1367 West Broadway**  
**Vancouver, BC V6H 4A7**  
**604-873-8723**

Execution Date		
Y	M	D
21	03	23

Transferor(s) Signature(s)

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

  
**Rishi Kapoor**

## OFFICER CERTIFICATION:

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

LAND TITLE ACT  
FORM D

## EXECUTIONS CONTINUED

PAGE 2 of 7 PAGES

Officer Signature(s)

MIKE HRABOK  
BARRISTER & SOLICITOR1600, 421 7th Ave S.W.  
Calgary, AB, T2P 4K9  
Calgary WGA (Canada) LLP

Execution Date

Y M D

21 03 31

Transferor / Borrower / Party Signature(s)

NATIONAL BANK OF CANADA, by its  
authorized signatory(ies):

Print Name:

Jeff Sapieha

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 E****SCHEDULE**

PAGE 3 OF 7 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Modification****CA8611468****Modification of Covenant CA8611468**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**Priority Agreement****Granting the above Modification priority over  
Mortgage CA8816678 and Assignment of Rents  
CA8816679**

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

**TERMS OF INSTRUMENT - PART 2  
MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT  
SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING  
(the "Modification")**

**Introduction**

- A. The Transferor, 1196908 B.C. Ltd., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from RS-1A (Single-Family Dwelling) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "**Housing Agreement**") with the City which was registered at the Land Title Office on December 1, 2020 under numbers CA8611468 to CA8611469; and
- E. The City and the Owner have agreed to enter into this Modification of the Housing Agreement to revise the Moderate Income Rental Housing Units Rent Roll set out in Schedule A of the Housing Agreement on the terms and conditions herein (the "**Modification**").

**Consideration**

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Owner and the City hereby covenant and agree as follows:

**1. Definitions**

All capitalized terms used in this Modification which are defined in the Housing Agreement will have the meaning ascribed to such terms in the Housing Agreement unless defined in this Modification or the context otherwise requires.

**2. Modification of the Housing Agreement**

The Owner and the City agree that the Housing Agreement shall be amended by deleting Schedule A in its entirety and replacing it with the Moderate Income Rental Housing Units Rent Roll attached hereto as Schedule A.

**3. Housing Agreement Ratified and Confirmed**

Except as hereby expressly modified, the Housing Agreement is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the Housing Agreement and this Modification will be read and construed as one document.

4. **Amendment**

No alteration or amendment of the Housing Agreement or this Modification will have effect unless the same is in writing and duly executed by the parties to be charged.

5. **Binding Effect**

This Modification will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

6. **Time**

Time shall be of the essence of this Modification.

7. **Conflict**

In the event of any conflict between the terms and conditions of the Housing Agreement and the terms and conditions of this Modification, the terms and conditions of this Modification will prevail.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the General Instrument - Part 1 which is attached hereto and forms part hereof.

**SCHEDULE A  
MODERATE INCOME RENTAL HOUSING UNITS RENT ROLL**

Schedule A - MODERATE INCOME RENTAL UNITS RENT ROLL

1986 Stainsbury Avenue					
Proforma Rent Roll - Building Permit Application					
"Market" - DCL Waiver by-law			"Affordable" - MIRHPP Moderate Income		
Unit #	Bdrnm	Unit Type	*Net Rentable Sq Ft	BP Proforma	Rents
103	2B	Affordable	745		1,600
112	3B	Affordable	804		2,000
202	1B	Affordable	505		1,200
203	2B	Affordable	701		1,600
207	S	Affordable	375		950
208	S	Affordable	410		950
211	3B	Affordable	820		2,000
218	3B	Affordable	860		2,000
302	1B	Affordable	505		1,200
303	2B	Affordable	701		1,600
307	S	Affordable	375		950
318	3B	Affordable	860		2,000
415	3B	Affordable	860		2,000
515	3B	Affordable	860		2,000
			9,381		
<b>Unit Summary:</b>					
		<b>Total</b>	<b>Affordable</b>	<b>MIRHPP</b>	<b>Market</b>
1B	34%	27	2	2.5%	31.3%
2B	23%	18	3	3.8%	18.8%
3B	14%	11	6	7.5%	6.3%
S	30%	24	3	3.8%	26.3%
<b>Total</b>	<b>100%</b>	<b>80</b>	<b>14</b>	<b>18%</b>	<b>83%</b>
<b>Rentable Net Floor Area (Sq Ft):*</b>		<b>46,686</b>	<b>9,381</b>	<b>20%</b>	<b>37,305</b>
<b>Family Units (2+3 brdms)</b>		<b>36%</b>			
* Net rentable area measures inside of all outerwalls for each suite excluding bulk storage and balconies.					

### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8816678 and the Assignment of Rents registered under number CA8816679;
- (b) **"Existing Chargeholder"** means NATIONAL BANK OF CANADA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

For \$10 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



**A By-law to amend the Drinking Water Conservation By-law  
Regarding Miscellaneous Amendments**

The attached By-law will implement Council's resolution of April 13, 2021 to amend the Drinking Water Conservation By-law regarding miscellaneous amendments.

Director of Legal Services  
April 27, 2021

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

**A By-law to amend the Drinking Water Conservation By-law  
Regarding Miscellaneous Amendments**

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

1. Council amends the indicated provisions of the Drinking Water Conservation By-law No. 12086.
2. In section 3.3, Council:
  - (a) in subsection (b), strikes out “and” at the end of the subsection;
  - (b) in subsection (c), strikes out “.” and substitutes “; and”; and
  - (c) adds a new subsection (d) as follows:

“(d) a water use permit must not be issued for a specific address or location if a water use permit has been issued for that specific address or location in any prior calendar year unless, in the opinion of the City Engineer, a water use permit is necessary in the circumstances.”.
3. In section 3.7, Council strikes out “exemption permit” wherever it appears, and substitutes “permit”.
4. In section 4.1, Council:
  - (a) in subsection 4.1(a), strikes out “June 1 to September 30” and substitutes “May 1 to October 15”; and
  - (b) in subsection 4.1(b), strikes out “June 1 to September 30” and substitutes “May 1 to October 15”.
5. In subsection 5.3(b), Council strikes out “the City website” and substitutes “City social media platforms”.
6. In section 6.2, Council:
  - (a) in subsection (b), adds “(including irrigation systems)” after “systems”; and
  - (b) in subsection (c), strikes out “ponds, waterways,”.
7. 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.

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

ENACTED by the Council of the City of Vancouver this      day of      , 2021

Mayor

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

**EXPLANATION**

**A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
Regarding Screening Officers  
for Drinking Water Conservation By-law Enforcement**

The attached By-law will implement Council's resolution of April 13, 2021 to amend the By-law Notice Enforcement By-law No. 10201 regarding screening officers for Drinking Water Conservation By-law enforcement.

Director of Legal Services  
April 27, 2021

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

**A By-law to amend the  
By-law Notice Enforcement By-law No. 10201  
Regarding Screening Officers  
for Drinking Water Conservation By-law Enforcement**

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

1. This By-law amends the indicated provisions of By-law Notice Enforcement By-law No. 10201.
2. In section 7.2, Council strikes out “Engineering Assistant II – Water Conservation” and substitutes “Planning Assistant II – Water Conservation”.
3. In section 7.3, Council strikes out “and Engineering Assistant IVs – Water Conservation” and substitutes “Engineering Assistant IVs – Water Conservation, and Planning Analysts – Water Conservation”.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION PAGE****A By-law to amend Water Works By-law No. 4848  
regarding meter requirements**

Enactment of the attached By-law will implement Council's resolution of April 13, 2021 regarding meter requirements, to come into force and take effect on April 13, 2021.

Director of Legal Services  
April 27, 2021

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

## **A By-law to amend Water Works By-law No. 4848 regarding meter requirements**

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

1. This by-law amends the indicated provisions of Water Works By-law No. 4848.
2. In section 2.1, Council:
  - (a) adds “, and the applicable fees must be paid by the customer in accordance with Schedules A and G of this By-law,” after “A meter is required”;
  - (b) in subsection (a), strikes out “or existing commercial”; and
  - (c) in subsection (c), strikes out “new or existing premises that are .4 acres or more in area” and substitutes “existing commercial premises”.
3. Council strikes out section 5.1, including the heading, and substitutes the following:

**”5.1 Deleted.”.**
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this       day of                      , 2021

Mayor

City Clerk

## 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 December 10, 2019, Council gave conditional approval to the rezoning of the site at 1102-1138 East Georgia 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  
April 27, 2021



1102-1138 East Georgia 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-761 (d) 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 (772).

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, and Community Centre or Neighbourhood House;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Brewing or Distilling, Clothing Manufacturing, Creative Products Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing – Class A, Food or Beverage Products Manufacturing – Class B, Furniture or Fixtures Manufacturing, Information Communication Technology Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Metal Products Manufacturing – Class B, Miscellaneous Products Manufacturing – Class B, Non-metallic Mineral Products Manufacturing – Class B, Paper Products Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Rubber

Products Manufacturing, Shoes or Boots Manufacturing, Textiles or Knit Goods Manufacturing, and Wood Products Manufacturing – Class B;

- (e) Office Uses, limited to General Office;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Limited Service Food Establishment, Public Bike Share, and Retail Store;
- (g) Service Uses, limited to Animal Clinic, Auction Hall, Catering Establishment, Laundromat or Dry Cleaning Establishment, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant – Class 1, School – Arts or Self-Improvement, and School – Vocational or Trade;
- (h) Wholesale Uses, limited to Wholesaling – Class A; and
- (i) Accessory Uses customarily ancillary to the uses listed in this section.

### **Conditions of Use**

4.1 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for the following:

- (a) Farmers' Market;
- (b) Public Bike Share;
- (c) Restaurant – Class 1; and
- (d) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

4.2 A minimum of 20% of the total dwelling units must be used for social housing.

4.3 The design and layout of at least 35% of the dwelling units not used for social housing must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms, of which:
  - (i) at least 25% of the total dwelling units must be two-bedroom units, and
  - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

4.4 The design and layout of at least 50% of the dwelling units used for social housing must:

- (a) be suitable for family housing;

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

## **Floor Area and Density**

5.1 Computation of floor space ratio must assume that the site area is 2,347.2 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.

5.2 The floor space ratio for all uses must not exceed 2.57, except that:

- (a) the total floor area for Retail Uses and Service Uses combined must not exceed 500 m<sup>2</sup>; and
- (b) the total floor area for Office Uses must not exceed 50% of the total gross floor area for all non-residential uses.

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

5.4 Computation of floor area must exclude:

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

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

5.5 Computation of floor area may exclude courtyard space that is open to above, not including circulation space required for access to dwelling units.

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

### **Building Height**

6. Building height, measured from base surface to top of parapet, must not exceed 15.9 m.

### **Horizontal Angle of Daylight**

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (772).

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>.

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

## Zoning and Development By-law

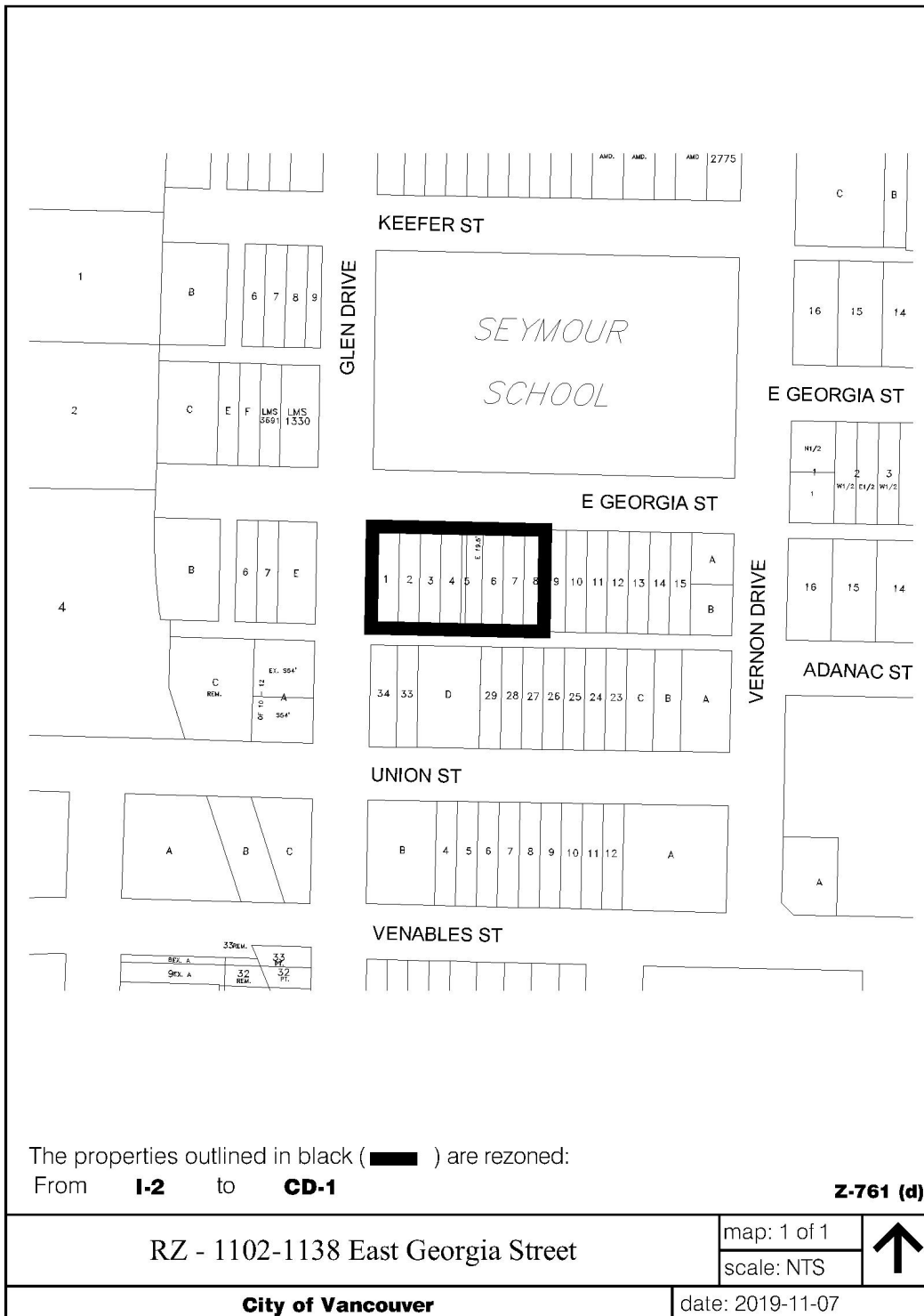
## Severability

## Force and effect

ENACTED by Council this      day of      , 2021

City Clerk

# Schedule A



## EXPLANATION

A By-law to amend Sign By-law No. 11879 regarding four electronic static image signs at 688 Hamilton Street

After the public hearing on April 15, 2021, Council resolved to amend the Sign By-law at 688 Hamilton Street (Queen Elizabeth Theatre) to allow one new free-standing electronic static image sign along Cambie Street and to replace three free-standing electronic static image signs at West Georgia Street, Hamilton Street and Dunsmuir Street. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 27, 2021

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

A By-law to amend Sign By-law No.11879  
regarding four electronic static image signs  
at 688 Hamilton Street

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

1. This By-law amends or adds to the indicated provisions of Sign By-law No. 11879.
2. In Section 9.25, Council adds a new section after 9.25 (e) as follows:

“(f) 688 Hamilton Street (Queen Elizabeth Theatre)

In the block bounded by Cambie, Georgia, Hamilton and Dunsmuir Streets:

- (i) one free-standing electronic static image sign facing Georgia Street, that:
  - A. is located on the Georgia Street frontage,
  - B. has a sign area no greater than 24.40 m<sup>2</sup>,
  - C. have a copy area that is 100% of the sign area, except that the area of electronic copy must be no greater than 10.15 m<sup>2</sup>,
  - D. may be within 0 m of a property line,
  - E. may be illuminated,
  - F. be equipped with software that automatically adjusts the luminance of the sign, and
  - G. may include a logo or sign copy containing first party advertising;
- (ii) one free-standing electronic static image sign adjacent to the corner of Dunsmuir Street and Hamilton Street, that:
  - A. is located on the Hamilton Street frontage,
  - B. has a sign area no greater than 18.80 m<sup>2</sup>,
  - C. have a copy area that is 100% of the sign area, except that the area of electronic copy must be no greater than 4.48 m<sup>2</sup>,
  - D. may be within 0.2 m of a property line,
  - E. may be within 6 m of a traffic control signal,
  - F. may be within 26.8 m on the same frontage of another electronic static image sign that identifies the same occupant,
  - G. may be illuminated,
  - H. be equipped with software that automatically adjusts the luminance of the sign, and
  - I. may include a logo or sign copy containing first party advertising.
- (iii) one free-standing electronic static image sign facing Hamilton Street, that:



- A. is located on the Hamilton Street frontage,
- B. has a sign area no greater than 10.60 m<sup>2</sup>,
- C. have a copy area that is 100% of the sign area, except that the area of electronic copy must be no greater than 3.50 m<sup>2</sup>,
- D. may be within 0 m of a property line,
- E. may be within 26.8 m on the same frontage of another electronic static image sign that identifies the same occupant,
- F. may be illuminated,
- G. be equipped with software that automatically adjusts the luminance of the sign, and
- H. may include a logo or sign copy containing first party advertising; and

- (iv) one free-standing electronic static image sign, that:
  - A. is located on the Cambie Street frontage,
  - B. has a sign area no greater than 9.40 m<sup>2</sup>,
  - C. have a copy area that is 100% of the sign area, except that the area of electronic copy must be no greater than 3.58 m<sup>2</sup>,
  - D. may be within 0.91 m of a property line,
  - E. may be illuminated,
  - F. be equipped with software that automatically adjusts the luminance of the sign, and
  - G. may include a logo or sign copy containing first party advertising.”.

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

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

ENACTED by Council this                      day of                      , 2021

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Mayor

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City Clerk

**EXPLANATION****A By-law to amend License By-law No. 4450  
Regarding Discretion to Increase Seating Capacity**

Following the Vancouver City Council meeting on March 30, 2021, Council resolved to amend the License By-law regarding the Chief License Inspector's discretion to increase seating capacity in liquor establishments. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
April 27, 2021

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

**A By-law to amend License By-law No. 4450  
Regarding Discretion to Increase Seating Capacity**

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

1. This By-law amends the indicated provisions of License By-law No. 4450.
2. In section 4, Council adds a new subsection (14) in the correct numerical order as follows:

“(14) Despite the maximum seating capacity set for a class of liquor establishment under this By-law, the Inspector may permit an increase in the seating capacity above the maximum for a liquor establishment without requiring that liquor establishment to change its class.”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Sign By-law No. 11879  
Re: 7299 Granville Street (formerly 7101-7201 Granville Street)**

Following the Public Hearing on April 13, 2021, 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  
April 27, 2021

7299 Granville Street  
(formerly 7101-7201 Granville Street)

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

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

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

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

“

7299 Granville Street	CD-1(521)	10413	C-2
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”

3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

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

\_\_\_\_\_  
Mayor

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

## EXPLANATION

A By-law to amend CD-1 (620) By-law No. 11374  
Regarding 1412-1424 East 41st Avenue

After the Public Hearing on April 13, 2021, Council resolved to amend CD-1 (620) By-law No. 11374 for 1412 – 1424 East 41<sup>st</sup> Avenue to permit a wider range of commercial uses, creating consistency with more recently approved and comparable CD-1 by-laws. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

1412-1424 East 41st Avenue

**BY-LAW NO.**

**A By-law to amend  
CD-1 (620) By-law No. 11374**

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

1. This By-law amends the indicated provisions of By-law No. 11374.
2. Council strikes out section 2.2 and substitutes the following:

“2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (620), and the only uses for which the Director of Planning or the 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 except that no portion of the first storey of a building to a depth of 10.7 m from the north wall of the building and extending across its full width shall be used for residential purposes except for entrances to the residential portion;
  - (b) Cultural and Recreational Uses;
  - (c) Institutional Uses;
  - (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing and Publishing;
  - (e) Office Uses;
  - (f) Retail Uses;
  - (g) Service Uses;
  - (h) Utility and Communication Uses; and
  - (i) Accessory Uses customarily ancillary to the uses listed in this section.”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this            day of            , 2021

\_\_\_\_\_  
Mayor

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



## EXPLANATION

A By-law to amend CD-1 (743) By-law No. 12675  
Regarding 3281-3295 East 22nd Avenue

After the Public Hearing on April 13, 2021, Council resolved to amend CD-1 (743) By-law No. 12675 for 3281 – 3295 East 22nd Avenue to correct map labelling. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

3281-3295 East 22nd Avenue

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

**A By-law to amend  
CD-1 (743) By-law No. 12675**

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

1. This By-law amends the indicated provisions of By-law No. 12675.
2. Council strikes out Schedule A and substitutes the following:

“

**Schedule A**

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

**Z-689 (a)**

RZ - 3281-3295 E 22nd Avenue	map: 1 of 1 scale: NTS	
City of Vancouver	date: 2020-06-29	

”

- “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-889(a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.”.
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.

\_\_\_\_\_  
Mayor

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

## EXPLANATION

A By-law to amend CD-1 (758) By-law No. 12869  
Regarding 1956-1990 Stainsbury Avenue

After the Public Hearing on April 13, 2021, Council resolved to amend CD-1 (758) By-law No. 12869 for 1956-1990 Stainsbury Avenue to correct an inconsistency in the computation of floor area, and to correct the maximum building height. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

## 1956-1990 Stainsbury Avenue

**BY-LAW NO.**

**A By-law to amend  
CD-1 (758) By-law No. 12869**

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

1. This By-law amends the indicated provisions of By-law No. 12869.
2. In section 6.4, Council strikes out “Computation of floor area must exclude:” and substitutes “Computation of floor area and dwelling unit area must exclude:”.
3. In section 7, Council strikes out “must not exceed 18.0 m” and substitutes “must not exceed 20.32 m”.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this            day of            , 2021

Mayor

City Clerk

## EXPLANATION

A By-law to amend East Fraser Lands  
Official Development Plan By-law No. 9393  
Regarding 2020 Updates

After the Public Hearing on March 11 and April 1, 7 and 8, 2021, Council resolved to amend East Fraser Lands Official Development Plan No. 9393 (EFL-ODP) to add 143,604 sq. m. of permitted floor area, to increase the package of public amenities, and to better align with City policy approved since 2006. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

**BY-LAW NO.**

**A By-law to amend East Fraser Lands  
Official Development Plan By-law No. 9393  
Regarding 2020 Updates**

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

1. This By-law amends the indicated provisions of Schedule A of the East Fraser Lands Official Development Plan By-law No. 9393.
2. In the Preamble, Council strikes out the paragraph under the heading “EFL description” and substitutes the following:

**“EFL description**

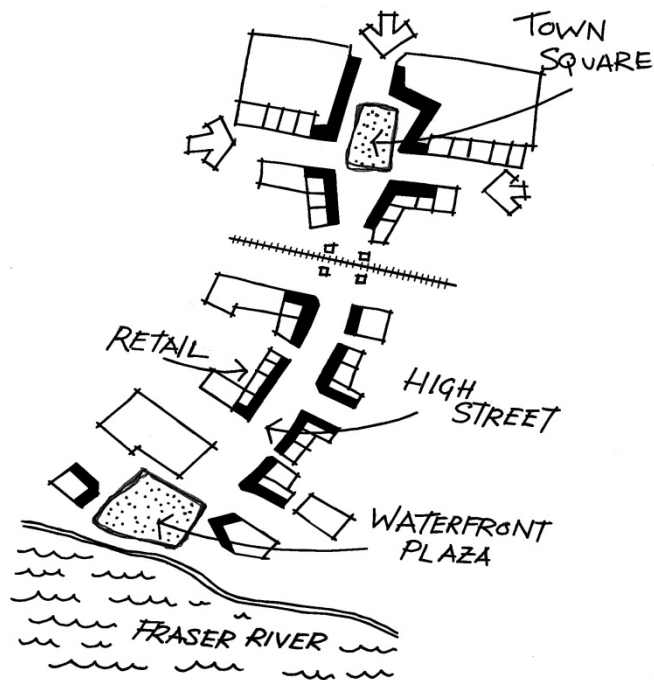
EFL lies in the southeast corner of Vancouver on the Fraser River, and includes the land between Kerr Street and Boundary Road south of Marine Way and a triangle shaped site north of Marine Way at Boundary Road. The rail corridor divides EFL into north and south sections.

The area around EFL was and continues to be used by local First Nations people for travel, spiritual and ceremonial purposes, and food harvesting. Permanent and seasonal settlements occurred in areas along the shoreline, particularly near freshwater sources. Prior to industrial development, streams near EFL may have experienced salmon runs of a size worth targeting by First Nations for fishing. The latticework of streams would have provided habitat for a diverse ecosystem of fauna and flora to flourish, creating good hunting and gathering grounds. Areas of low relief and seasonally swampy areas adjacent to the Fraser River were likely heavily used. Travel routes were prevalent along the shores of the Fraser River and into the interiors of landmasses such as the Burrard Peninsula and the islands of the Fraser Delta.

Industrial use of the land was enabled by filling the foreshore, altering and extending the shoreline. The White Pines Mill that occupied the EFL site for much of the last century represents an important stage in the history of British Columbia and the Fraser River. Although the mill was dismantled in 2004, leaving few vestiges of its existence, there are still various opportunities within the EFL to recall and celebrate the industrial legacy and historic memory of the site. Some of the oldest and most important archaeological sites in the Province are located no more than 10 km from EFL.”.

3. In section 1.1, Council adds a new definition in the correct alphabetical order as follows;  
““paseo” means that part of EFL more or less as shown on Figure 2;”.
4. In section 2.2.3, Council strikes out the diagram and substitutes the following:

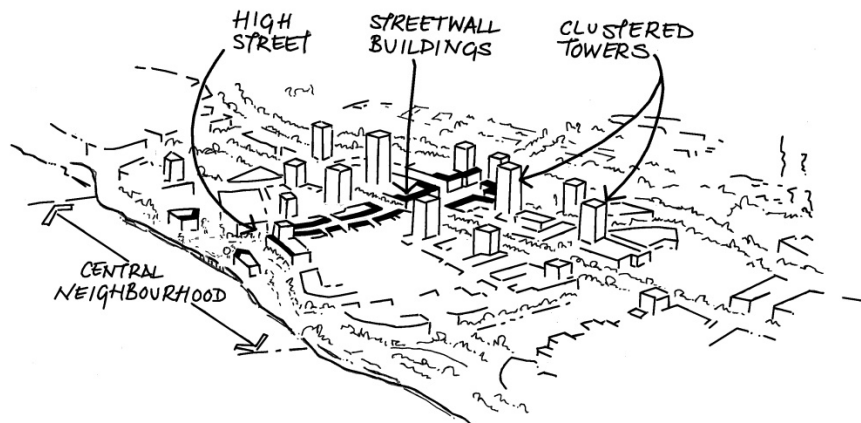
“



”

5. In section 2.2.4, Council strikes out the diagram and substitutes the following:

“

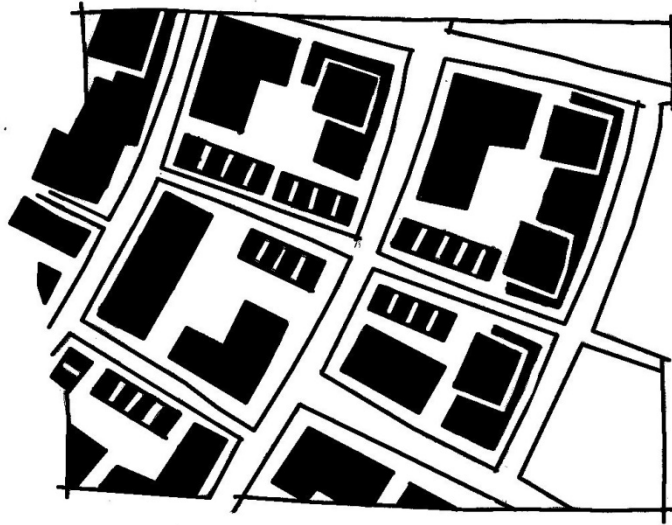


”

6. In section 2.2.6, Council strikes out the diagram and substitutes the following:



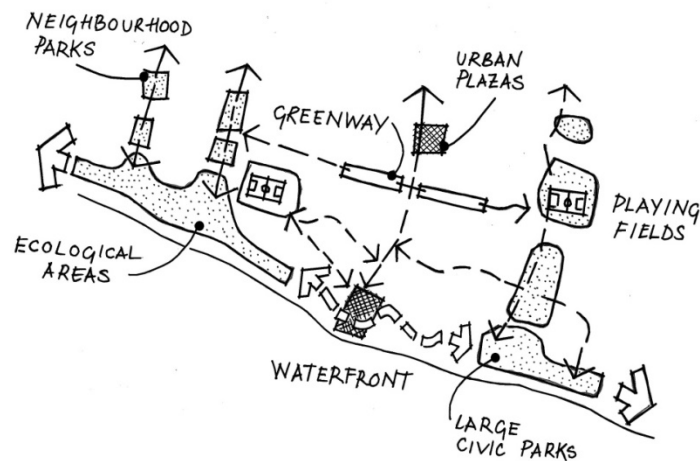
“



”

7. In section 2.2.7, Council:
- (a) strikes out “ecological spaces, greenways, and neighbourhood greens” and substitutes “ecological spaces, and greenways”; and
  - (b) strikes out the diagram and substitutes the following:

“



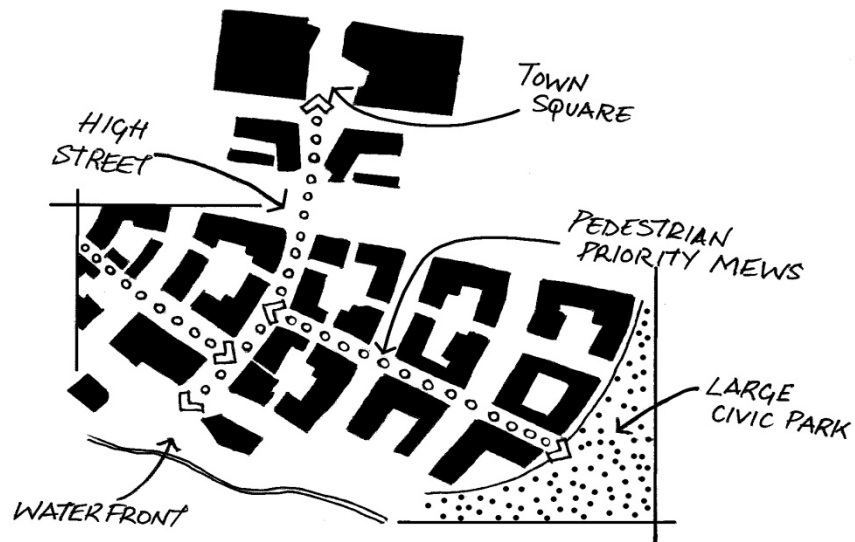
”

”

8. Council strikes out section 2.2.9, including the heading, and substitutes the following:

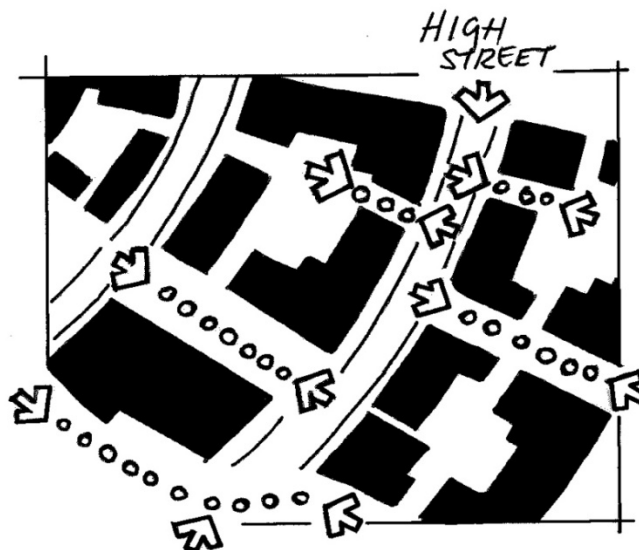
***“Connecting public spaces***

2.2.9 Development is to include a variety of public spaces, joined by a system of pedestrian-priority connections and greenways.



9. In section 2.2.11, Council strikes out the diagram and substitutes the following:

“



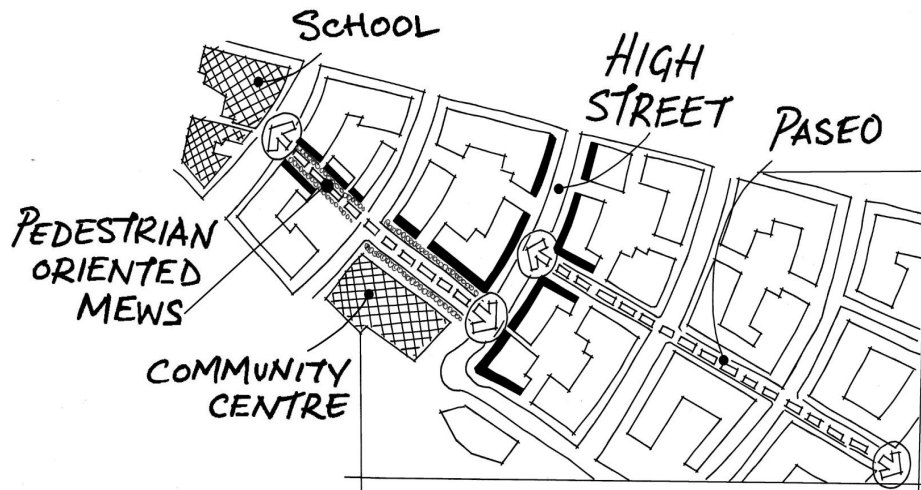
”

10. In section 2.2.12, Council:

(a) strikes out “mews is” and substitutes “linkage”; and

(b) strikes out the diagram and substitutes the following:

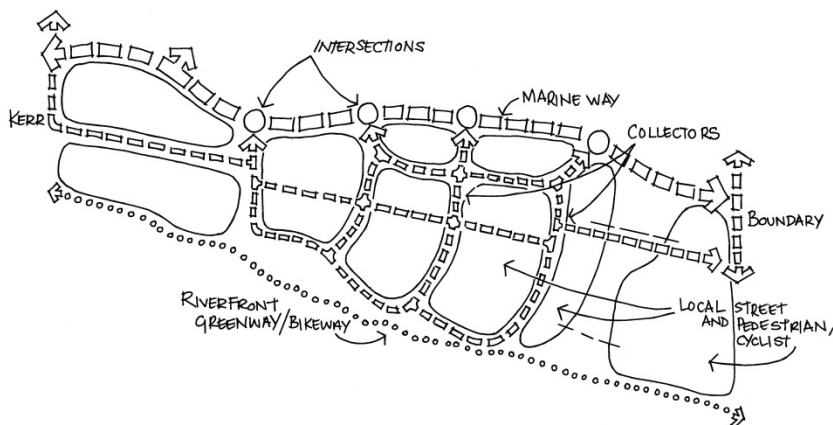
“



”

11. In section 2.2.14, Council strikes out the diagram and substitutes the following:

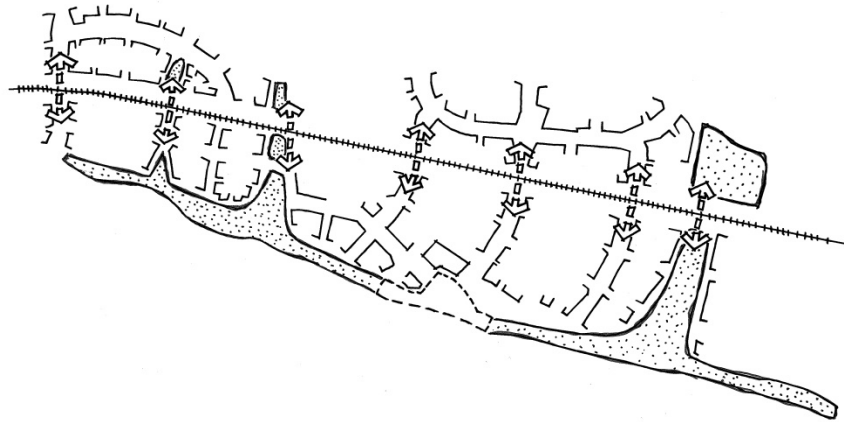
“



”

12. In section 2.2.15, Council strikes out the diagram and substitutes the following:

“



”

13. In section 3.3, Council strikes out “726 637 m<sup>2</sup>” and substitutes “870 243 m<sup>2</sup>”.
14. In section 3.5.1, Council:
  - (a) in subsection (b):
    - (i) strikes out “676 529 m<sup>2</sup>” and substitutes “818 085 m<sup>2</sup>”, and
    - (ii) strikes out “Figure 20” and substitutes “Figure 19”;
  - (b) strikes out subsection (c) and substitutes the following:
  - (c) at least 20% of all dwelling units, in at least 17% of the residential floor area, are to be available for affordable housing, excluding any dwelling units used for secured market rental housing that are located in the office floor area in the areas outlined with dotted lines in Figure 19;”,
  - (d) inserts a new subsection (e) as follows:

“(e) for all re-zonings after [date of enactment], the objective will be to ensure that at least 10% of the residential floor area will be used for secured market rental housing, except that in Area 3, the objective will be to ensure that at least 9.4% of the residential floor area will be used for secured market rental housing;”;
  - (e) rennumbers subsections (e) through (h) as subsections (f) through (i), respectively;
  - (f) strikes out renumbered subsection (f) and substitutes the following:

“(f) for all development permit applications submitted after [date of enactment], the design and layout of at least 35% of all dwelling units that are not affordable housing dwelling units must:

    - (i) be suitable for family housing,

- (ii) include at least 25% two bedroom and 10% three bedroom units, and
    - (iii) comply with Council's "High Density Housing for Families With Children Guidelines";
  - (g) in renumbered subsection (g), Council strikes out ", included as part of the overall family housing requirement"; and
  - (h) in renumbered subsection (i), adds the following to the end of the subsection:
 

"Floor area exclusions are to be determined at re-zoning to ensure that floor area allowances are consistent with anticipated building massing. Floor area allowances may not be achievable if development site area is significantly reduced from the site plan illustrated on Figure 4."
15. In section 3.5.2, Council:
- (a) strikes out "only in area 1";
  - (b) adds "as indicated on Figure 5," after "mixed use central neighbourhood";
  - (c) in subsection (b), strikes out "23 350 m<sup>2</sup>" and substitutes "25 400 m<sup>2</sup>";
  - (d) in subsection (j), strikes out "; and" and substitutes ",";
  - (e) in subsection (k), strikes out "." and substitutes "; and"; and
  - (f) adds a new subsection (l) as follows:
 

"(l) except that Public Bike Share is permissible in all areas."
16. In section 3.5.3, Council:
- (a) strikes out "only on lands that adjoin the crescent street and Marine Way in the central neighbourhood in areas 1 and 2" and substitutes "on the parcels that front the crescent street and the paseo in areas 1 and 3";
  - (b) in subsection (a), strikes out "areas 1 and 2 is to create an active, viable, locally-oriented neighbourhood centre" and substitutes "areas 1 and 3 is to create an active, vibrant, and locally-oriented neighbourhood street"; and
  - (c) in subsection (c), strikes out "26 758 m<sup>2</sup>" and substitutes "29 968 m<sup>2</sup>".
17. In subsection 3.5.6(a), Council:
- (a) in paragraph (ii),
    - (i) strikes out "three" and substitutes "four", and
    - (ii) adds "and" after "February 4, 2003,";
  - (b) strikes out paragraph (iii); and

(c) renumbers paragraph (iv) as paragraph (iii).

18. In section 3.5.7, Council:

(a) strikes out “10.2 hectares” and substitutes “11.01 hectares”;

(b) in subsection (e):

- (i) in paragraph (i), strikes out “linked to rain water from Marine Way and run-off from the Avalon Pond in Everett Crowley Park”,
- (ii) in paragraph (ii), strikes out “<sup>1</sup> and” and substitutes “<sup>1</sup>”,
- (iii) in paragraph (iii), adds “and” to the end of the paragraph, and
- (iv) adds a new paragraph (iv) as follows:

“(iv) a drainage pump station, to deal with excess upland water;”;

(c) in paragraph (f), strikes out “, turf”;

(d) strikes out subsections (g) through (j) and substitutes the following;

- “(g) the width of foreshore parks, including a separated greenway and bikeway, is to be at least 15 m in areas 1 and 2, and 30 m in area 3;
- (h) the waterfront greenway and bikeway corridor are to be wide enough to ensure functionality, especially through the central neighbourhood;
- (i) the dimension of pathways within the parks network will be determined through re-zoning and reconfirmed as part of the detailed design and programming of parks;
- (j) the foreshore parks and waterfront plaza are to include flood protection works; and
- (k) apart from the requirements of subsections (d), (e), (f), (g) and (j), the design and programming of parks is to be led by the Park Board at the time of park development.”.

19. In section 3, Council strikes out section 3.5.9, including the heading, and substitutes the following:

***“Utility and Fire Hall uses***

3.5.9 As indicated on Figure 5, and to be determined at the time of each re-zoning, the areas may include:

- (a) community energy centre use in areas 1 and 3; and
- (b) a fire hall, located north of the rail corridor with ease of access to Marine Way in areas 3 or 5.”.

20. In section 4.2.4, Council strikes out “with its restaurant, café and pub uses, dock structures, and bay”.

21. In section 4.2.7, Council:

- (a) in subsection (b), strikes out “including an east to west pedestrian-priority mews system that runs the length of EFL”; and
- (b) in subsection (c), strikes out “mews and lanes” and substitutes “lanes and courtyards”.

22. In section 4.2.8, Council strikes out “neighbourhood parks to the east and west of the high street” and substitutes “paseo”.

23. In section 4, Council:

- (a) adds a new section 4.2.9 as follows:

**“Paseo**

4.2.9 The paseo will be a pedestrian prioritized street adjacent to the riverfront park. It is intended to be an intimate east/west connector through the community with flex uses along the street to activate the ground level with residential above. The paseo is parallel to the riverfront and creates a continuous public space network between the high street and the avalon park corridor.”; and

- (b) renumbers sections 4.2.9 through 4.2.13 as sections 4.2.10 through 14, respectively;
- (c) in renumbered section 4.2.11, strikes out subsection (a) and substitutes the following:
  - “(a) is intended to have active uses on the ground floor; and”;
- (d) in renumbered section 4.2.12, Council strikes out “The flat-iron sites created at the meeting of the” and substitutes “The corner sites at the intersection of”;
- (e) in renumbered section 4.2.13, Council:
  - (i) strikes out “situate” and substitutes “situated”, and
  - (ii) adds the word “generally” before “clustered”; and
- (f) in renumbered section 4.2.14, Council strikes out “25” and substitutes “28”.

24. In section 4.4.1, Council adds “a neighbourhood energy centre and” after “but is to include”.

25. In section 4, Council:

- (a) strikes out section 4.4.2, including the heading;
- (b) renumbers sections 4.4.3 through 4.4.5 as sections 4.4.2 through 4.4.4, respectively;

- (c) in renumbered section 4.4.2, Council strikes out “Taller buildings” and substitutes “Buildings”; and
  - (d) in renumbered section 4.4.4, Council strikes out “18” and substitutes “23”.
- 26. In section 4.5.1, Council:
  - (a) in subsection (c), strikes out “;” and substitutes “; and”;
  - (b) in subsection (d), strikes out “; and” and substitutes “. ”; and
  - (c) strikes out subsection (e).
- 27. In subsection 4.5.2(b), Council strikes out “and mews”.
- 28. In section 4.5.3, Council:
  - (a) strikes out “four to”; and
  - (b) strikes out “12” and substitutes “16”.
- 29. In section 4.5.5, Council:
  - (a) in subsection (a), adds “primarily” before “cluster”; and
  - (b) in subsection (b), strikes out “25” and substitutes “28”.
- 30. In section 4.5.6, Council:
  - (a) strikes out subsection (a) and substitutes the following:
    - “(a) buildings of 10 storeys or more are to be slender point towers, configured so as to minimise visual obtrusion;
    - (b) floor plates above street wall and base elements should generally not exceed:
      - (i) 605 m<sup>2</sup> for buildings up to and including 17 storeys,
      - (ii) 650 m<sup>2</sup> for buildings of 18 storeys up to and including 23 storeys, and
      - (iii) 697 m<sup>2</sup> for buildings of 24 storeys or more;”;
  - (b) renumbers subsections (b), (c) and (d) as subsections (c), (d) and (e), respectively.
- 31. In subsection 4.5.7(e), Council strikes out “the public mews” and substitutes “the paseo”.
- 32. In section 4.5.8, Council:
  - (a) in subsection (d), adds “, as much as possible,” after “take into consideration”; and
  - (b) in subsection (e), strikes out “focus on” and substitutes “accommodate”.



33. In section 4.5.9, Council adds “Provision of on-street parking is to be secondary to mobility and urban design objectives.” at the end of the section.

34. In section 4.6, Council strikes out “as stated in the City of Vancouver Transportation Plan, adopted by Council in May 1997” and substitutes “consistent with City policies at the time of area rezoning”.

35. In section 4.6.2, Council:

(a) strikes out subsection (a) and substitutes the following:

“(a) the design of streets, as identified in Figure 12, are to be designed to safely accommodate cyclists, and determining the measures necessary to achieve this goal is to occur at the time of each applicable area re-zoning, and may include, on higher vehicle volume streets, additional roadway widths, protected cycle lanes, and cycle crossing points;”;

(b) adds a new subsection (b) as follows:

“(b) careful design and lighting of routes is necessary to ensure safety, and that they meet current design standards when implemented;”;

(c) rennumbers subsections (b) through (e) as subsections (c) through (f), respectively;

(d) in renumbered subsection (c), strikes out “providing a cycle path” and substitutes “providing an off-street dedicated cycle path”;

(e) in renumbered subsection (d), strikes out “commuter”;

(f) in renumbered subsection (e), strikes out “; and” and substitutes “;”;

(g) in renumbered subsection (f), strikes out “.” and substitutes “;”;

(h) adds new subsections (g) and (h) as follows:

“(g) where possible, the design of development vehicle driveways should not be accessed from streets identified as part of the cycling priority network; and

(h) where possible, the design of development cycling accesses should be provided from streets identified as part of the cycling network.”.

36. In section 4, Council:

(a) adds a new section 4.6.3 as follows:

**“Public Bike Share**

4.6.3 As Figure 12 indicates, EFL is to include a number of Public Bike Share stations, and:

- (a) stations should ideally be located within a 3-5 minute walking distance, or approximately every 200-300m of one another throughout a contiguous area, prioritized around areas of high demand, residential and commercial areas, transit hubs, and the cycling network;
  - (b) stations need to be located for maximum visibility with unrestricted public access;
  - (c) the size of each bike share station is based on the relative demand expected, taking into consideration adjacent land uses, population, transit nodes, recreational destinations, and other trip generating sources; and
  - (d) stations will be located on public and private lands, to be determined through detailed design and area re-zonings.”;
- (b) renumbers sections 4.6.3 through 4.6.8 as sections 4.6.4 through 4.6.9, respectively;
- (c) in renumbered section 4.6.4, Council strikes out “universal design principles” and substitutes “universally accessible design principles”;
- (d) strikes out section 4.6.5 and substitutes the following:

***“Transit***

4.6.5 With respect to transit:

- (a) a quality public transit system is to provide residents with an attractive alternative to the automobile;
- (b) accessible, convenient, and reliable transit service is to support the residential population and community facilities, and to decrease automobile use and reliance;
- (c) introducing new services is also to improve transit access for residents of West Fraserlands;
- (d) access to existing and future services is to be maximized through improved pathway connectivity between the EFL and the uplands areas;
- (e) the road network is to enable bus services to link the development to key destinations and transit routes in the area and region including Champlain Square, Downtown Vancouver, Richmond, Metrotown, New Westminster, Vancouver International Airport, SkyTrain, and Canada Line;
- (f) EFL is intended to provide a strong anchor for bus routes serving the area, and bus route turnaround concepts are to be provided by way of the streets as indicated in Figure 13, subject to further refinement and review by TransLink and the City as well as bus road testing;
- (g) notwithstanding the bus routes, streets as indicated in Figure 13 are to be designed to support bus routing to retain adaptability of the network;
- (h) the engineering right-of-way on South Kent Avenue immediately adjacent to Boundary Road is to be retained as a future transit priority opportunity to support bus routing into the EFL development, and to support transit operations generally;

- (i) all routes are to include bus stops designed to provide safe, comfortable, and well-overlooked waiting facilities;
- (j) the location of bus stops is to be within a five minute walk or 400 metres from the dwelling units of all residents;
- (k) development is to include sufficient space for new transit stops adjacent to transit routes, in particular if these routes are to be of higher order such as a limited stop service; and
- (l) opportunities for enhanced transit service utilizing the rail corridor and/or water based ferry and commercial marine uses should continue to be explored.”;

(e) in renumbered section 4.6.6, Council:

(i) strikes out subsection (g) and substitutes the following:

“(g) vehicular access from Boundary Road is to be from a signalized intersection at the Kent Avenue corridor and a signalized intersection at North Fraser Way,”;

(ii) in subsection (i), strikes out “additional traffic” and substitutes “additional vehicular traffic”;

(iii) in subsection (l), strikes out “the design” and substitutes “the functional design”;

(iv) in subsection (m), strikes out “, which streets are to include mews and woonerfs which are local streets with a shared surface used by pedestrians, cyclists, and automobiles”;

(v) strikes out subsection (n),

(vi) renumbers subsections (o) through (q) as (n) through (p), respectively, and

(vii) in renumbered subsection (o), strikes out “street widths, except for lanes and mews, are to range from 18 to 22 metres” and substitutes “street dedication widths, except for lanes and the paseo, are generally 20 to 23 metres”;

(viii) strikes out renumbered subsection (p) and substitutes the following:

“(p) each re-zoning and subdivision is to give consideration to creating streets that are less than 20 metres in order to achieve urban design and functional goals, so long as those streets also meet the neighbourhood objectives of providing comfort, safety, and accessibility for all street users, street landscaping and trees, utilities and services infrastructure, and opportunities for rainwater management.”.

(f) in renumbered section 4.6.7, adds “Servicing and loading of individual parcels should be designed to minimize crossings of walking and cycling facilities. Vehicles reversing across walking and cycling facilities are to be avoided.” To the end of the section; and

(g) strikes out renumbered sections 4.6.8 and 4.6.9 including the headings, and substitutes the following:

***“Off-street parking***

4.6.8 With respect to off-street parking:

- (a) off-street parking is to be visually unobtrusive, and located underground or in small parking courts to the rear of buildings; and
- (b) each re-zoning is to determine appropriate parking supply for all uses in accordance with the Parking By-Law.”.

37. In section 5.1.1 Council:

(a) in subsection (a):

- (i) strikes out “strategy for green buildings which is to” and substitutes “green buildings policies which”, and
- (ii) adds “and” to the end of the subsection; and

(b) strikes out subsections (b) and (c) and substitutes the following:

“(b) City-owned buildings will demonstrate leadership in green building design, including limits on GHG emissions and embodied carbon reductions, as established by the City at the time of building design.”.

38. Council strikes out section 5.1.2 including the heading, and substitutes the following:

***“Energy***

5.1.2 Efficient use of energy is to be a key design consideration for all buildings, and:

- (a) all buildings are to meet or exceed the applicable energy efficiency and emissions requirements of the Building By-law and City policies determined at the time of re-zoning, including limits on energy use, heat loss, and GHG emissions;
- (b) the strategy for achieving energy efficiency in buildings is to explore the following inter-related design approaches:
  - (i) passive design and conservation strategies such as building orientation and configuration to optimize solar access, balanced day lighting and natural ventilation, efficient building envelopes and windows, energy unit metering, smart user controls, and Energy Star equipment and appliances, and
  - (ii) on-site heat and electricity source and system strategies such as solar hot water, passive solar gain, and photovoltaics; and
- (c) subject to financial feasibility, implementation of a community-wide low carbon energy system utilizing ground source, bio-mass, sanitary sewer heat recovery, solar hot water, and/or waste heat recovery, is to occur with each area rezoning, with an objective of achieving reliable and permanent GHG reductions.”.

39. In section 5.1.3, Council:

(a) in subsection (c), adds “and” to the end of the subsection;

- (b) in subsection (d), strikes out “; and” and substitutes “.”; and
- (c) strikes out subsection (e).

40. In section 5, Council:

- (a) strikes out section 5.1.4, including the heading, and substitutes the following:

***“Rainwater***

5.1.4 Each area re-zoning is to include rain water management strategies, generally as illustrated on Figure 15, to incorporate:

- (a) rainwater management best practices with the objectives of harvesting and reuse, capture and cleaning prior to discharge;
- (b) measures on private development sites including collection of rainwater from roofs, podiums and other impervious surfaces, retaining rainwater on site for irrigation and landscaping, and cleansing rainwater using green rainwater infrastructure before it is discharged;
- (c) opportunities for rainwater conveyance to parks and public open spaces, where possible, to capture, clean and animate the public realm;
- (d) street design to capture, clean and celebrate rainwater management to the maximum amount feasible, using green rainwater infrastructure; and
- (e) details for how the onsite rainwater management systems meet current requirements.”;

- (b) strikes out section 5.1.5, including the heading, and substitutes the following:

***“Groundwater management***

5.1.5 Each area re-zoning is to include a ground water management plan to ensure that development is designed to reduce groundwater extraction and discharge, and that any discharge meets all applicable environmental legislation.

***Ecology***

5.1.6 Ecological designs and strategies to create and enhance wildlife habitat and to support biodiversity are to be a condition of each area re-zoning, and are to include:

- (a) landscape, planting and site design that reflect local Indigenous perspectives and cultural practices, where appropriate;
- (b) landscape design and planting to enhance opportunities for local bird and pollinator species to forage, perch and nest in;
- (c) introducing watercourses, connected to green rainwater infrastructure, within the kinross park corridor and avalon park corridor for habitat creation, and rainwater capture and cleaning;

- (d) creating a freshwater and biofiltration wetland in association with other riparian habitat enhancements adjacent to the foreshore between the kinross park corridor and Kerr Street;
  - (e) native landscape planting within the kinross park corridor to provide an ecological connection between the river and Everett Crowley Park by way of Kinross Ravine Park;
  - (f) restoring and enhancing fish and wildlife habitat along the river's foreshore by introducing intertidal marshes and mudflats, native riparian landscape planting, and a wildlife sanctuary island, as illustrated on Figure 16; and
  - (g) developing management plans, as appropriate, to ensure successful establishment of these ecological features.”;
- (c) rennumbers sections 5.1.6 through 5.1.9 as sections 5.1.7 through 5.1.10, respectively;
- (d) in renumbered section 5.1.7:
  - (i) adds “, critical infrastructure,” after “into the design of buildings,”
  - (ii) in subparagraph (a)(ii)(B), strikes out “high water mark” and substitutes “natural boundary”,
  - (iii) in subsection (c), strikes out “1 m of additional sea level rise by 2100” and substitutes “2 m of sea rise”, and
  - (iv) in subsection (d), strikes out “City” and substitutes “city”;
- (e) in renumbered section 5.1.8, Council adds “area” before “re-zoning”; and
- (f) in renumbered section 5.1.9:
  - (i) strikes out “Each re-zoning is to include the” and substitutes “Transportation demand management opportunities are to be a key design consideration, and each area re-zoning is to include the”, and
  - (ii) in subsection (b), adds “identified in the Parking By-law,” after “through measures”.

41. In subsection 5.2.1(b), Council adds “that are not affordable housing dwelling units” after “at least 35% of all dwelling units”.

42. Council strikes out section 5.2.6, including the heading, and substitutes the following:

***“Urban agriculture, food harvesting and food assets***

- 5.2.6 Each area re-zoning is to determine locations for urban agriculture, food harvesting or other food assets, including:
- a) rooftops , courtyards and/or open spaces around buildings on private development parcels;
  - b) locations within the public realm, taking into account synergies for asset management with compatible adjacent uses; and
  - c) potential for a farmers’ market as part of the area 1 re-zoning, including consultation with relevant organizations to determine appropriate site

design, relationship to surrounding food retail uses, and flexible programming for other public activities and events that encourage social interaction and local economic development.”

43. Council strikes out section 5.2.9 and substitutes the following:

“5.2.9 If appropriate, the design of the public realm, buildings, and public art features are to celebrate Indigenous culture and acknowledge EFL’s industrial history by integrating remaining artifacts from the mill operation on the site.”.

44. In section 5, Council:

- (a) adds a new section 5.2.10 as follows:

***“Nations engagement***

5.2.10 The city is to engage with the local First Nations in the design of public amenities including the shoreline, parks, and the community centre, as well as future area re-zoning. The purpose of this is to advance principles of reconciliation and increase visibility of the Nations on the land.”;

- (b) renumbers sections 5.2.10 and 5.2.11 as 5.2.11 and 5.2.12, respectively; and

- (c) in renumbered section 5.2.12, adds “local” before “community”.

45. Council strikes out section 5.3.2, including the heading, and substitutes the following:

***“Community benefits***

5.3.2 Development is to benefit the local economy through employment hiring practices, procurement of services and suppliers, and skills training opportunities, with a focus on positive environmental and social impacts for local Indigenous and/or equity seeking groups. Community benefits are to be determined at each area re-zoning.”.

46. In section 6.1.1, Council:

- (a) strikes out subsection (a) and substitutes the following:

“(a) residential floor area consisting of approximately 338 774 m<sup>2</sup>, except that if office floor area in the areas outlined with dotted lines in Figure 19 is used for dwelling units used for secured market rental housing, then it is to include residential floor area consisting of approximately 313 950 m<sup>2</sup>,”;

- (b) in subsection (e), strikes out “generally as illustrated in Figure 19”;

- (c) strikes out subsection (g) and renumbers subsections (h) and (i) as subsections (g) and (h), respectively;

- (d) in renumbered subsection (g), strikes out “, and” and substitutes “,”;

- (e) in renumbered subsection (h), strikes out “.” and substitutes “, and”; and
- (f) adds a new subsection (i) as follows:
  - “(i) at least 9 290 m<sup>2</sup> of the residential floor area is to be available for secured market rental housing on sites adjacent to the high street south of the rail corridor.”

47. In section 6.1.3, Council:

- (a) in subsection (a):
  - (i) adds “, flex” after “residential”, and
  - (ii) strikes out “194 471 m<sup>2</sup>” and substitutes “296 780 m<sup>2</sup>”;
- (b) in subsection (b), strikes out “small convenience retail stores” and substitutes “retail and community energy centre floor area consisting of no more than 2 050 m<sup>2</sup>”;
- (c) in subsection (d), strikes out “2.5 hectares” and substitutes “3.31 hectares”;
- (d) in subsection (e), strikes out “, and” and substitutes “,”;
- (e) in subsection (f):
  - (i) strikes out “25.1%” and substitutes “25.6%”, and
  - (ii) strikes out “.” and substitutes “, and”; and
- (f) adds a new subsection (g) as follows:
  - “(g) at least 27 871 m<sup>2</sup> of the residential floor area is to be available for secured market rental housing.”.

48. Council adds a new section 6.1.6 as follows:

**“Area 1 or Area 3**

6.1.6 A 69 space child care facility is to be included in Area 1, located in the community centre, or in Area 3.”.

49. In section 7, Council strikes out all of the Figures and substitutes the Figures attached to this By-law as Schedule “A”.

50. 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.



51. 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

Section 7  
Figures

Figure 1. East Fraser Lands ODP Boundaries

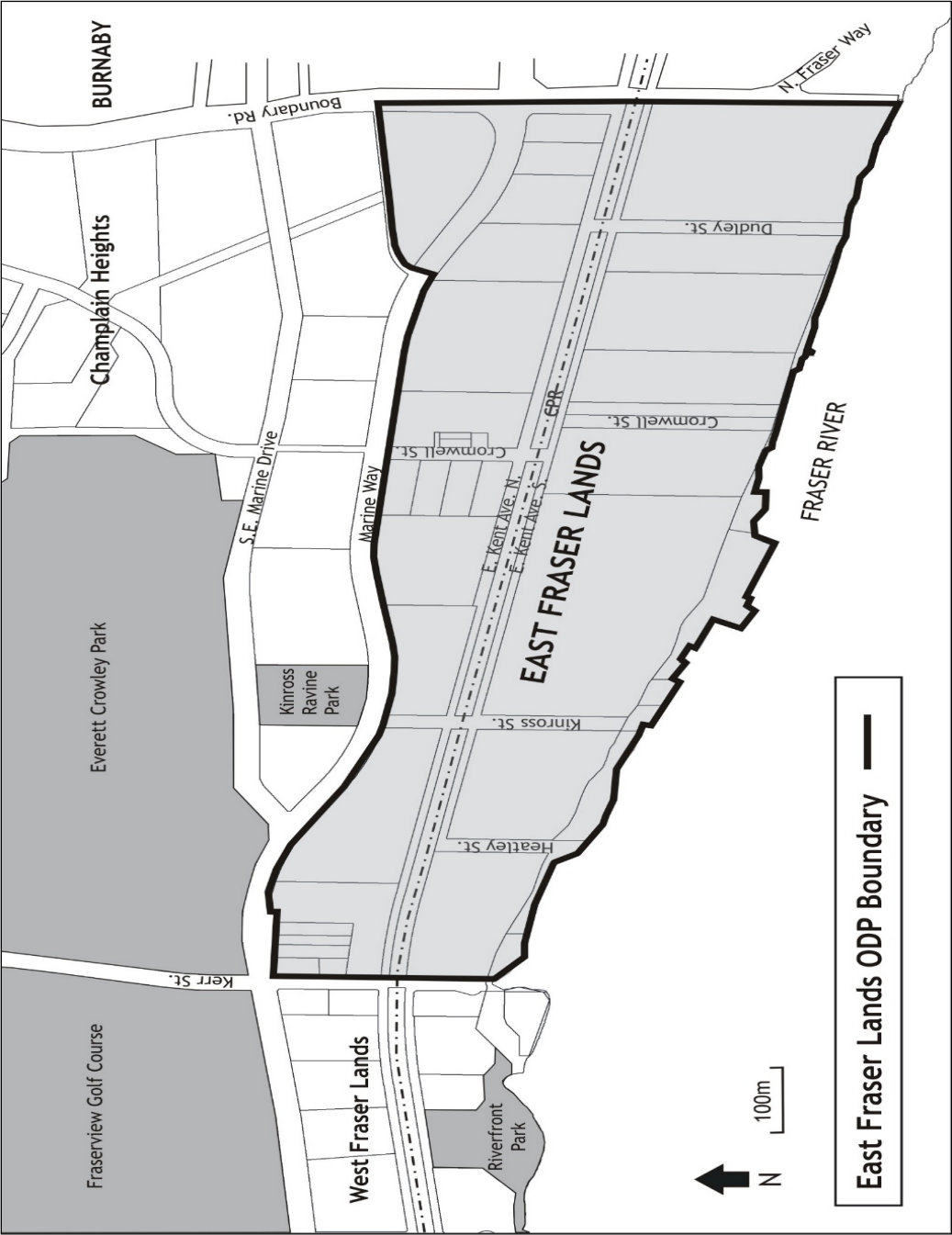


Figure 2. Illustrative Plan



Figure 3. Areas

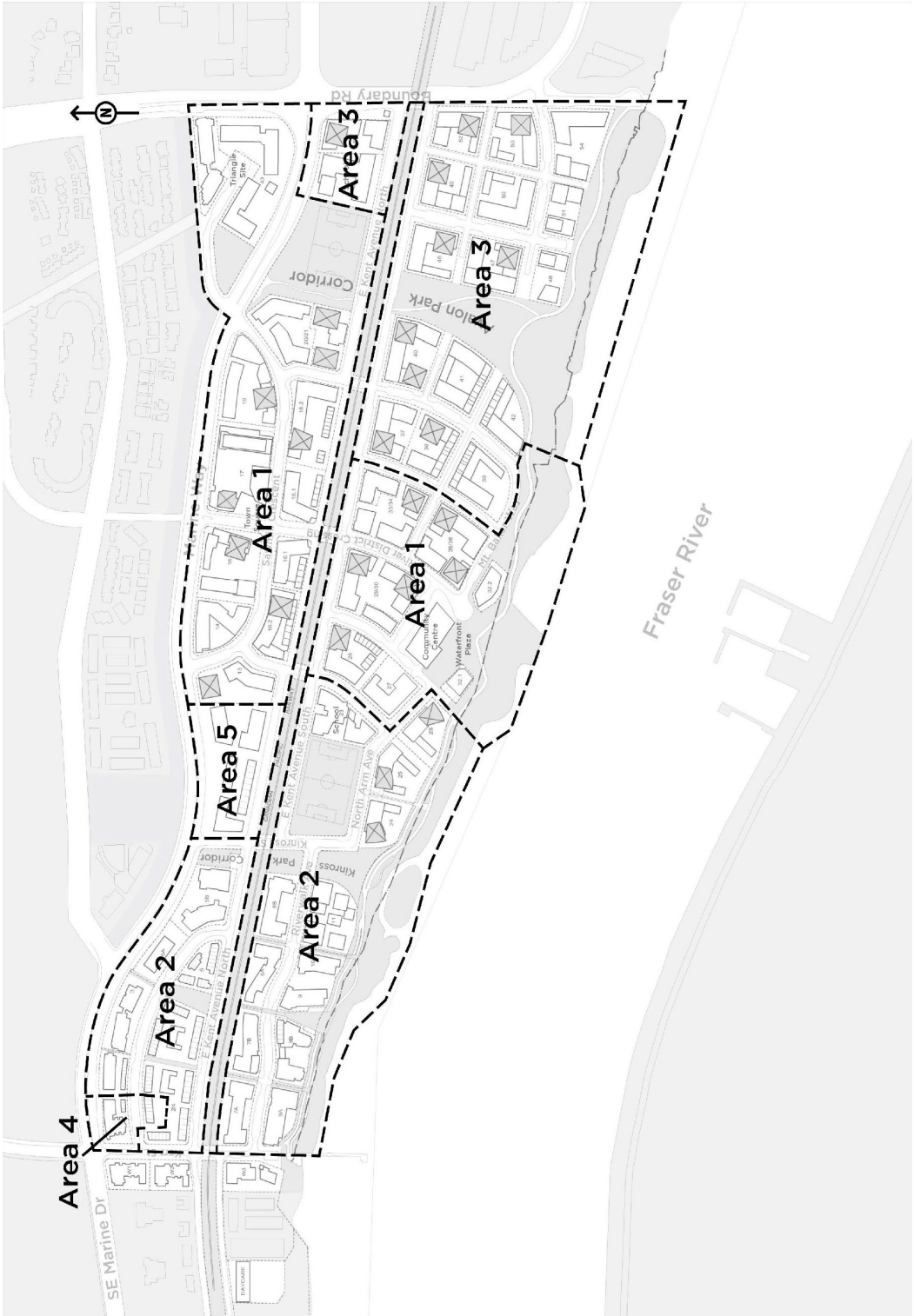


Figure 4. Residential Uses





Figure 5. Retail, service, flex and light industrial live-work uses

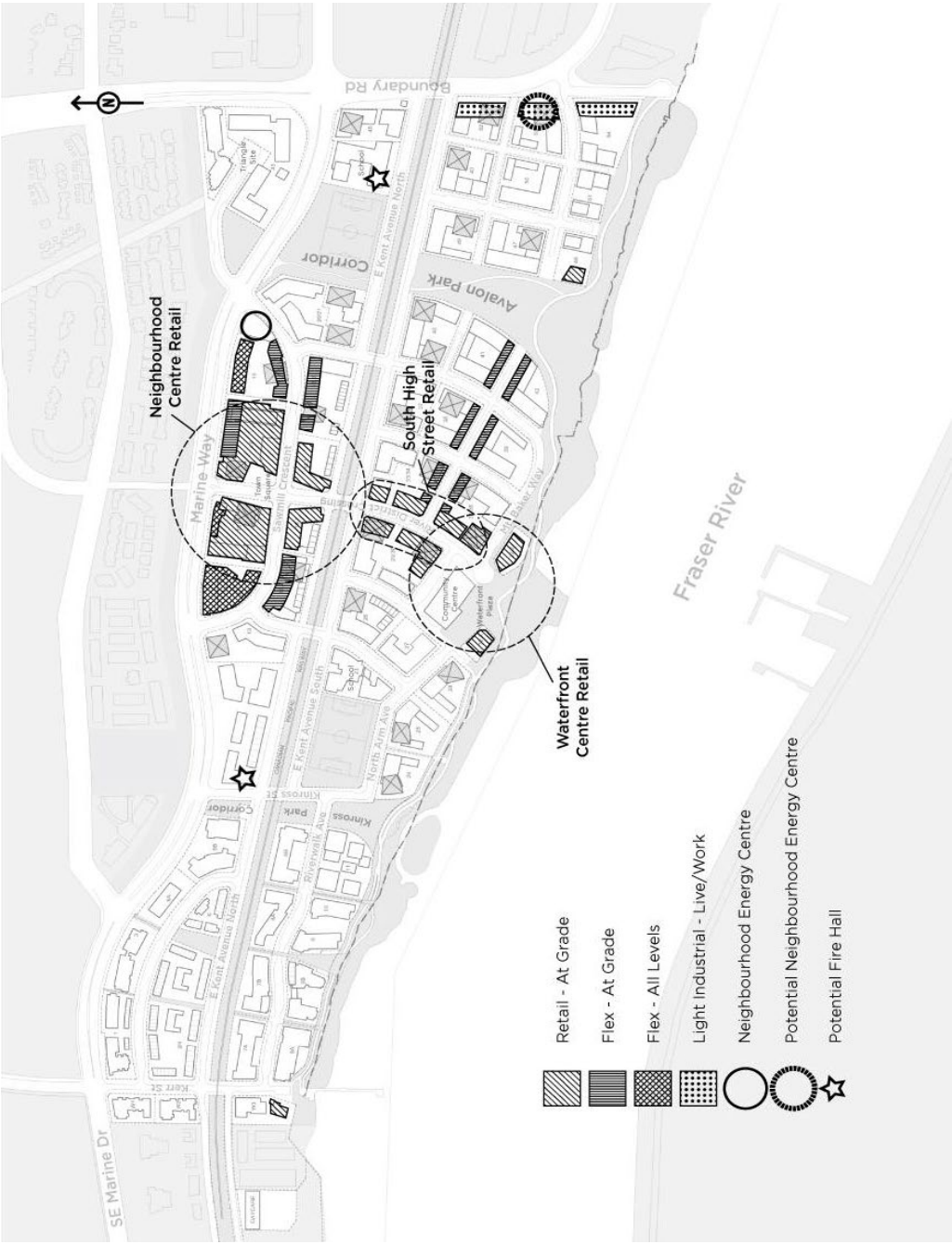
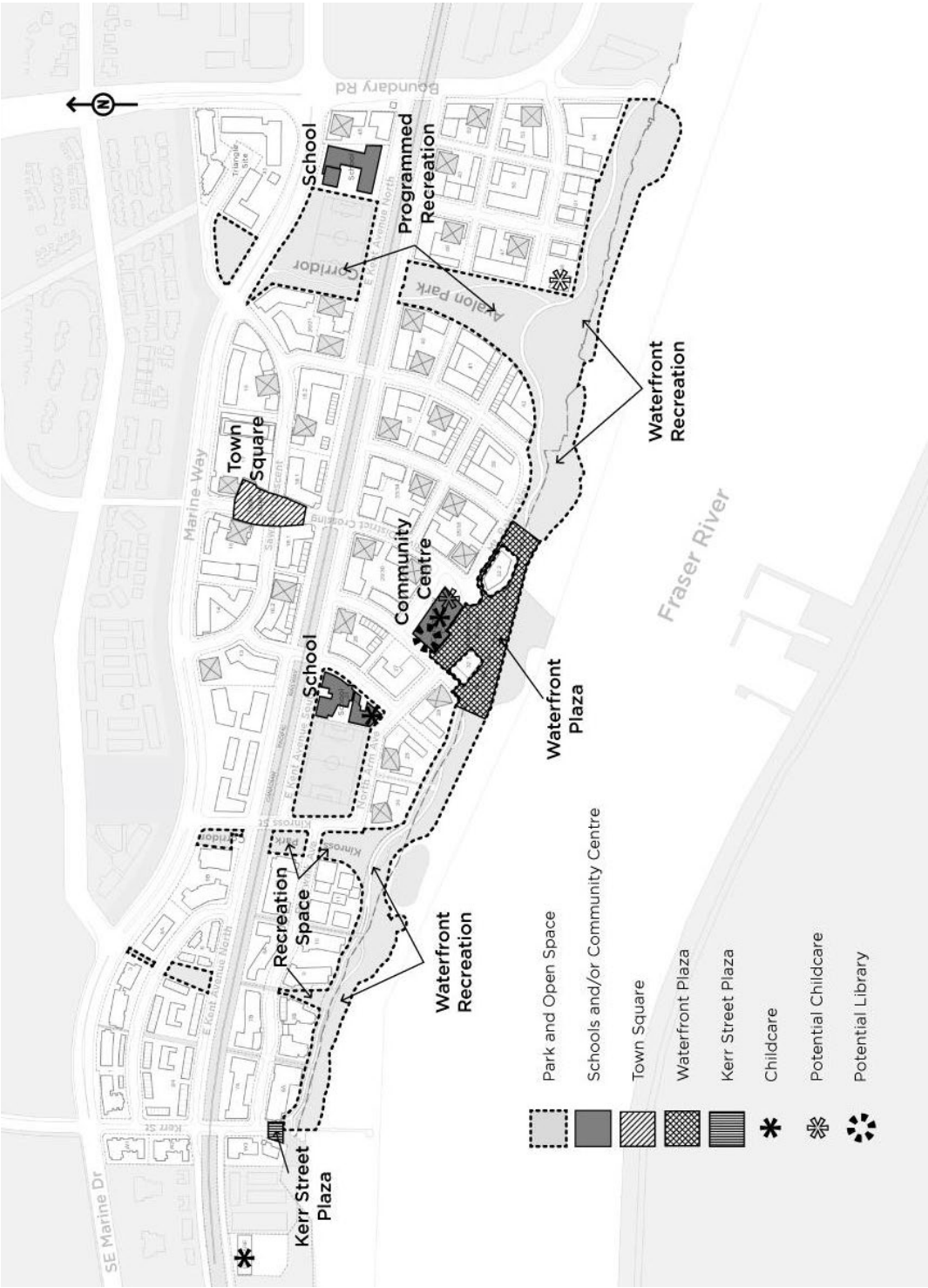


Figure 6. Cultural, recreational, and school uses



**Figure 7. Parks and open space**

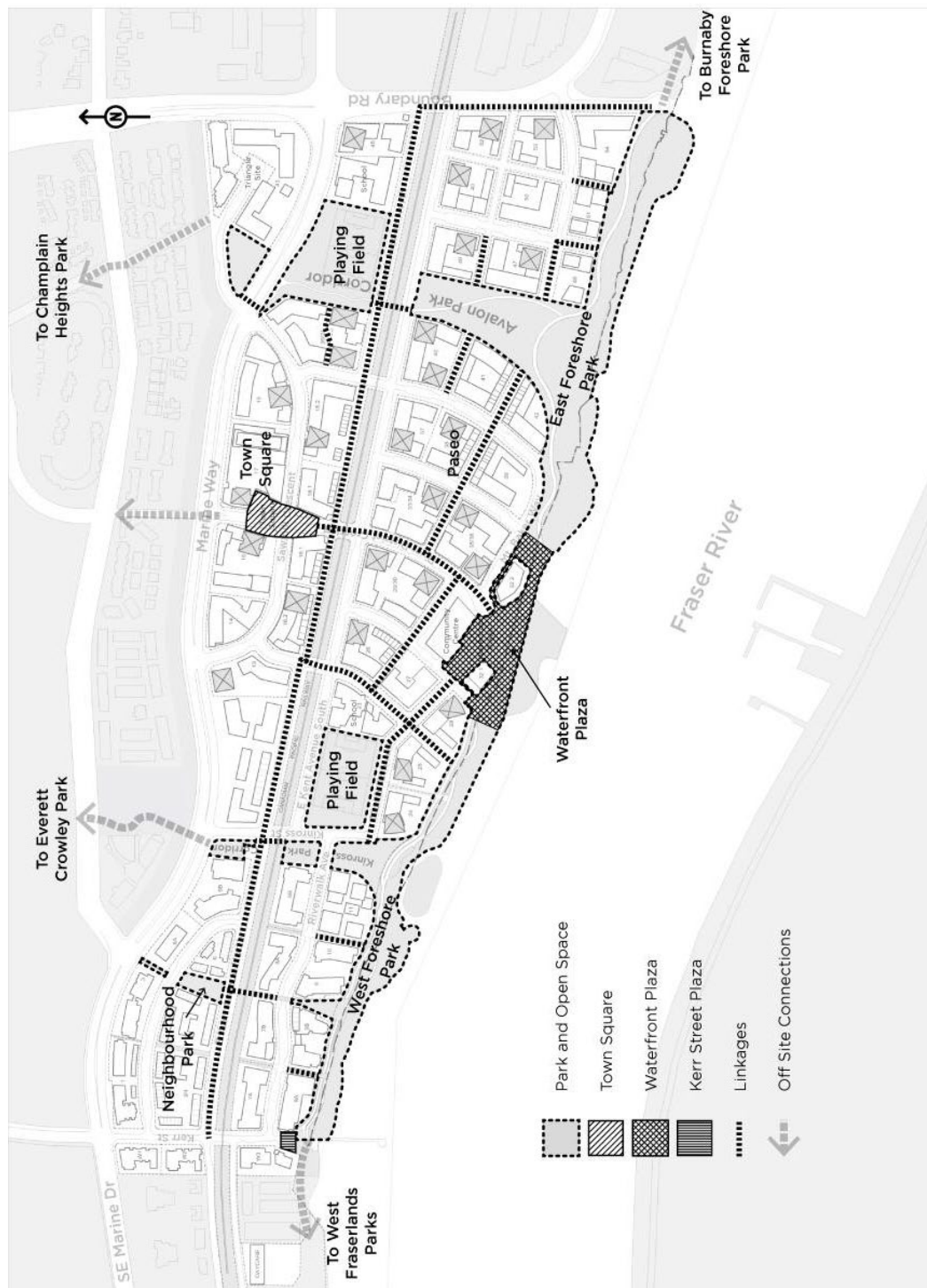
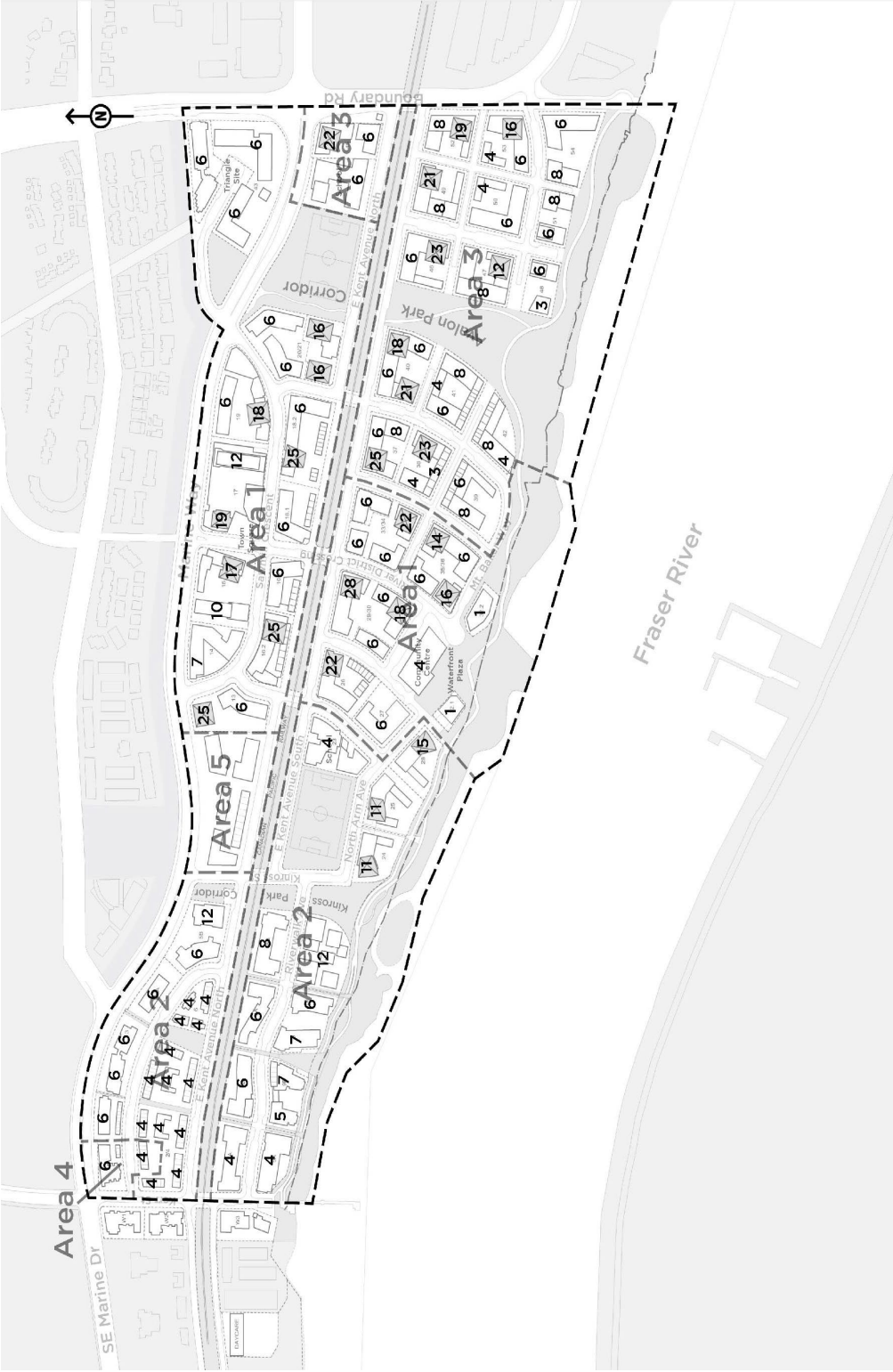




Figure 8. Maximum building heights



Figure 9. Optimum building heights



**Figure 10. Public views**



Figure 11. Pedestrian routes





Figure 12. Cycle routes

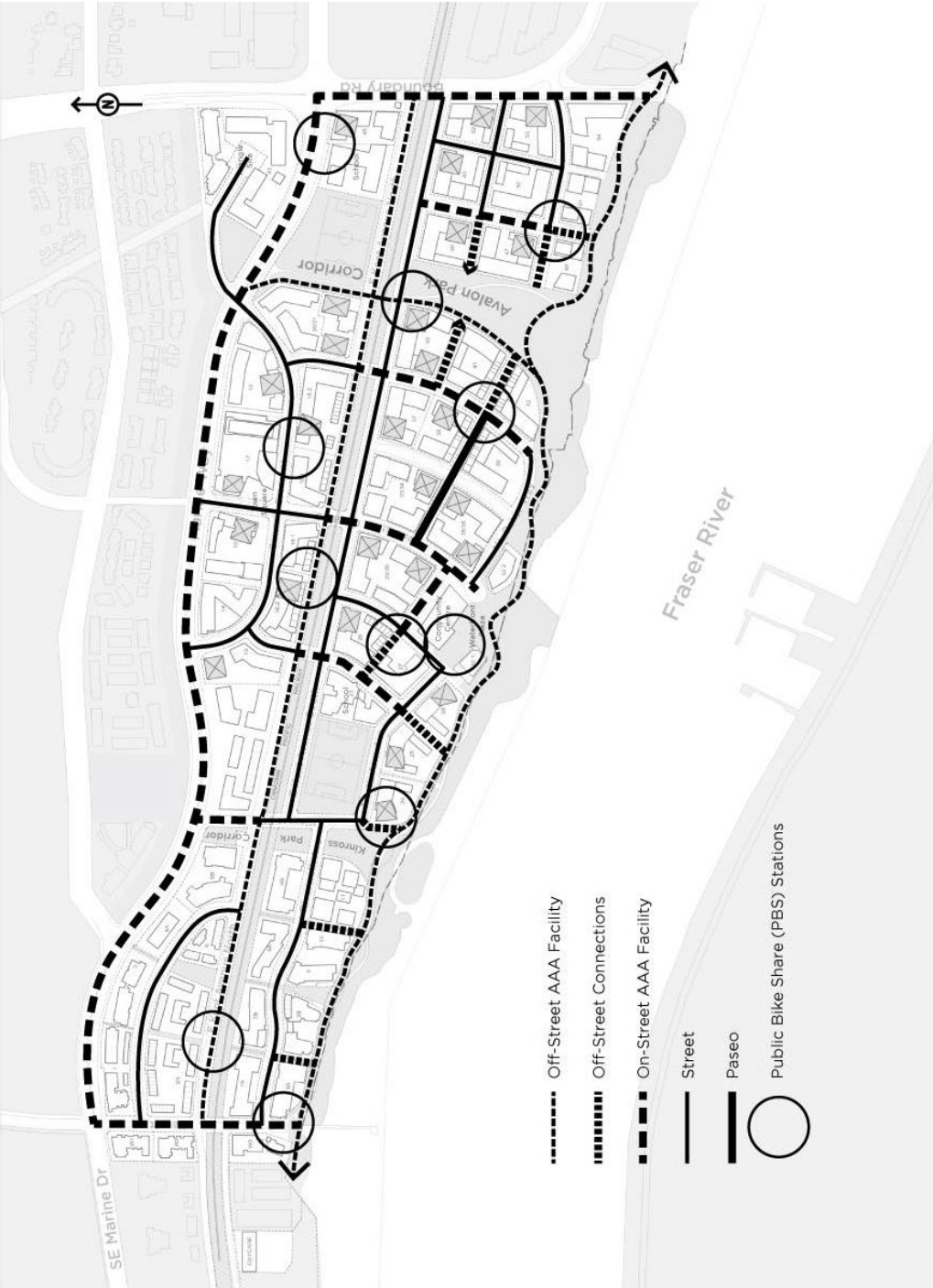


Figure 13. Transit

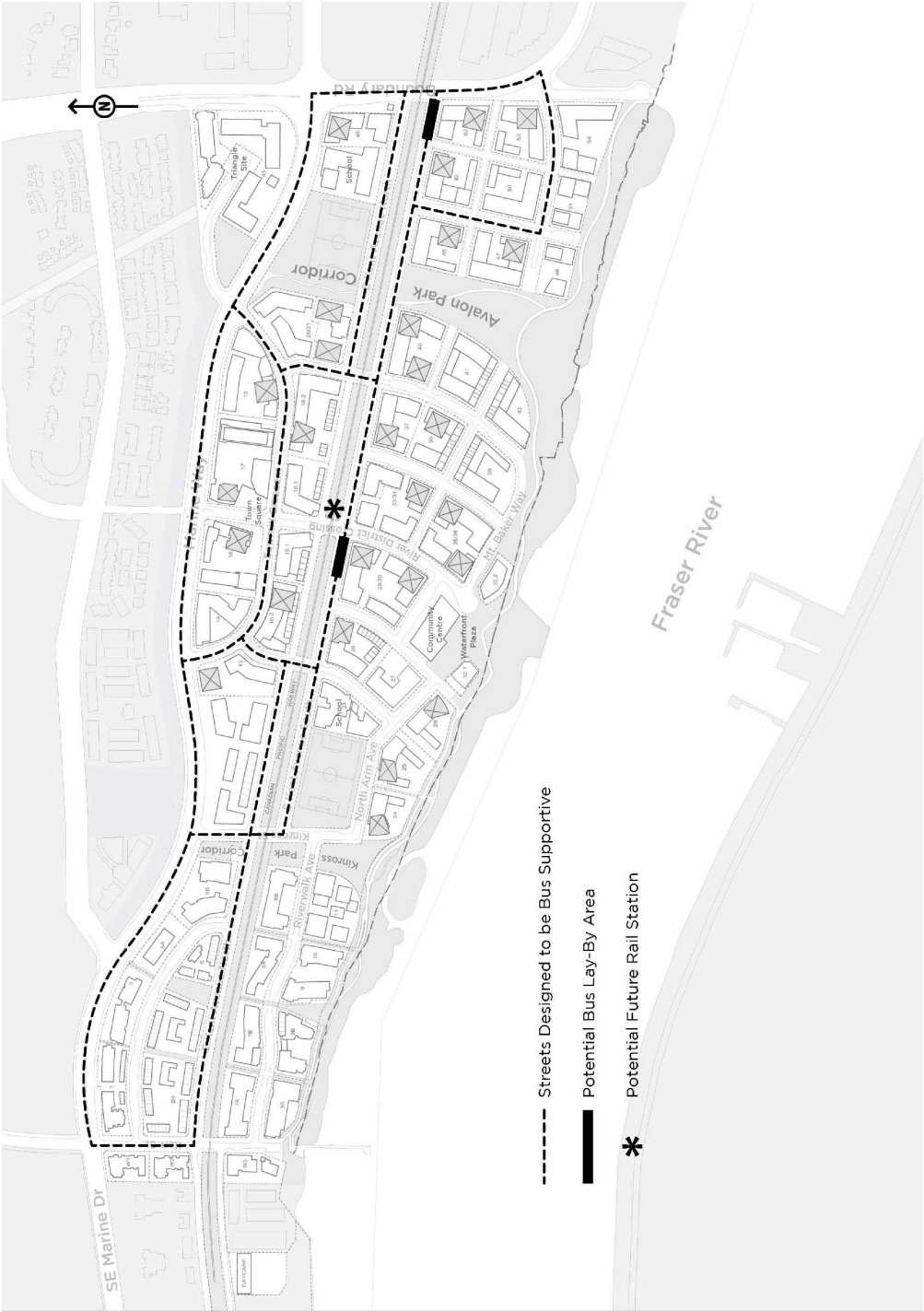


Figure 14. Street network

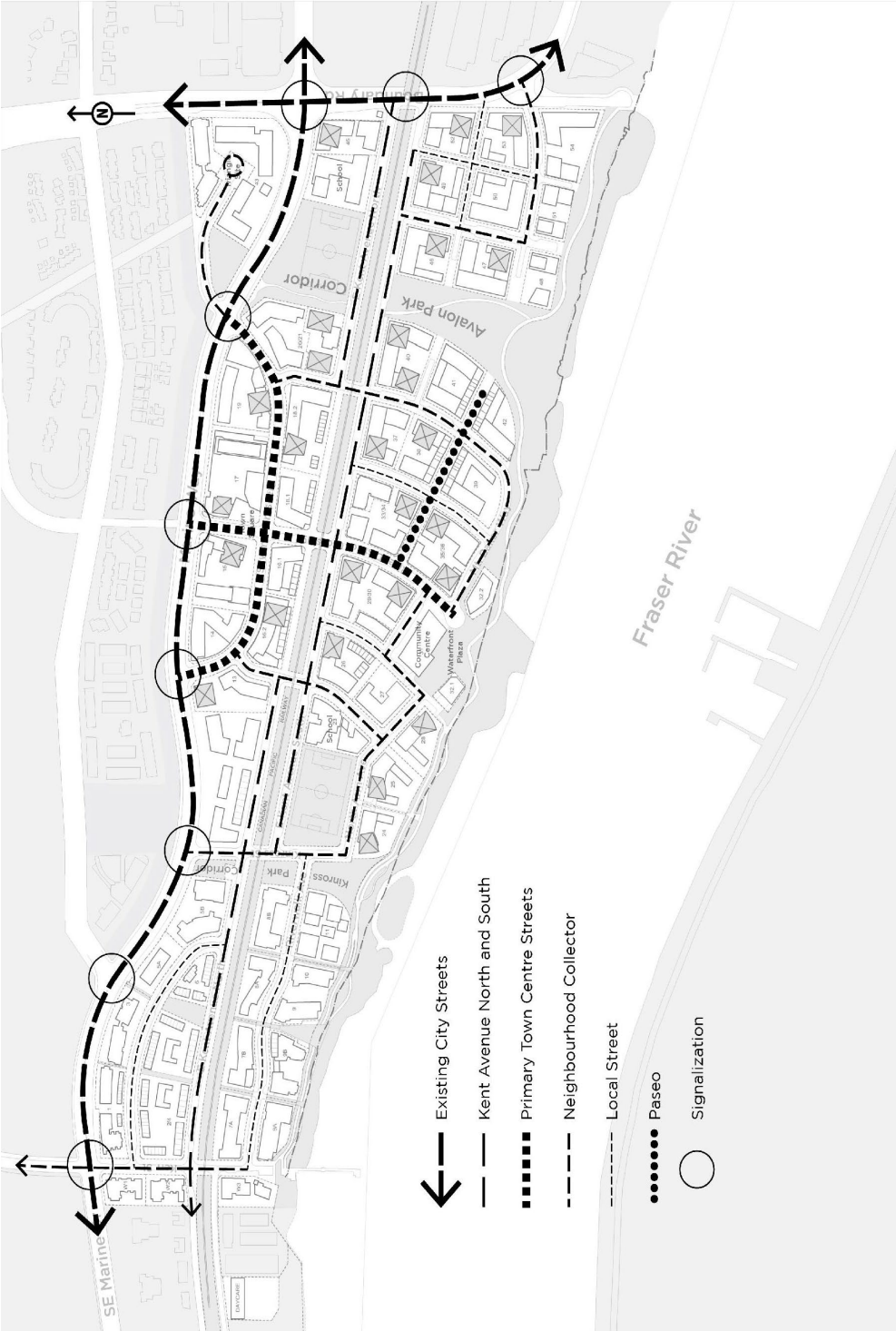


Figure 15. Rain water management concept





Figure 16. Foreshore concept

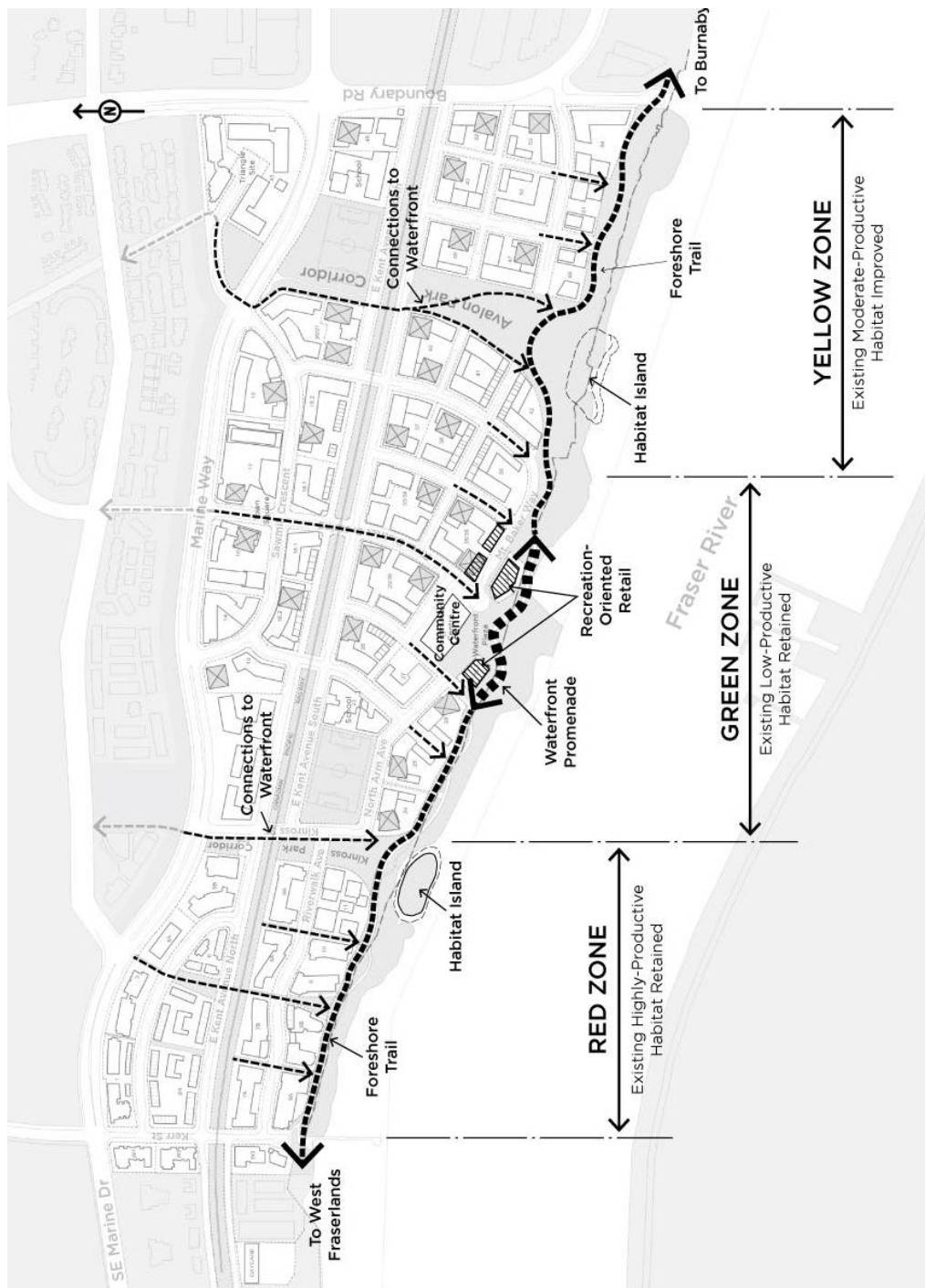


Figure 17. Affordable housing

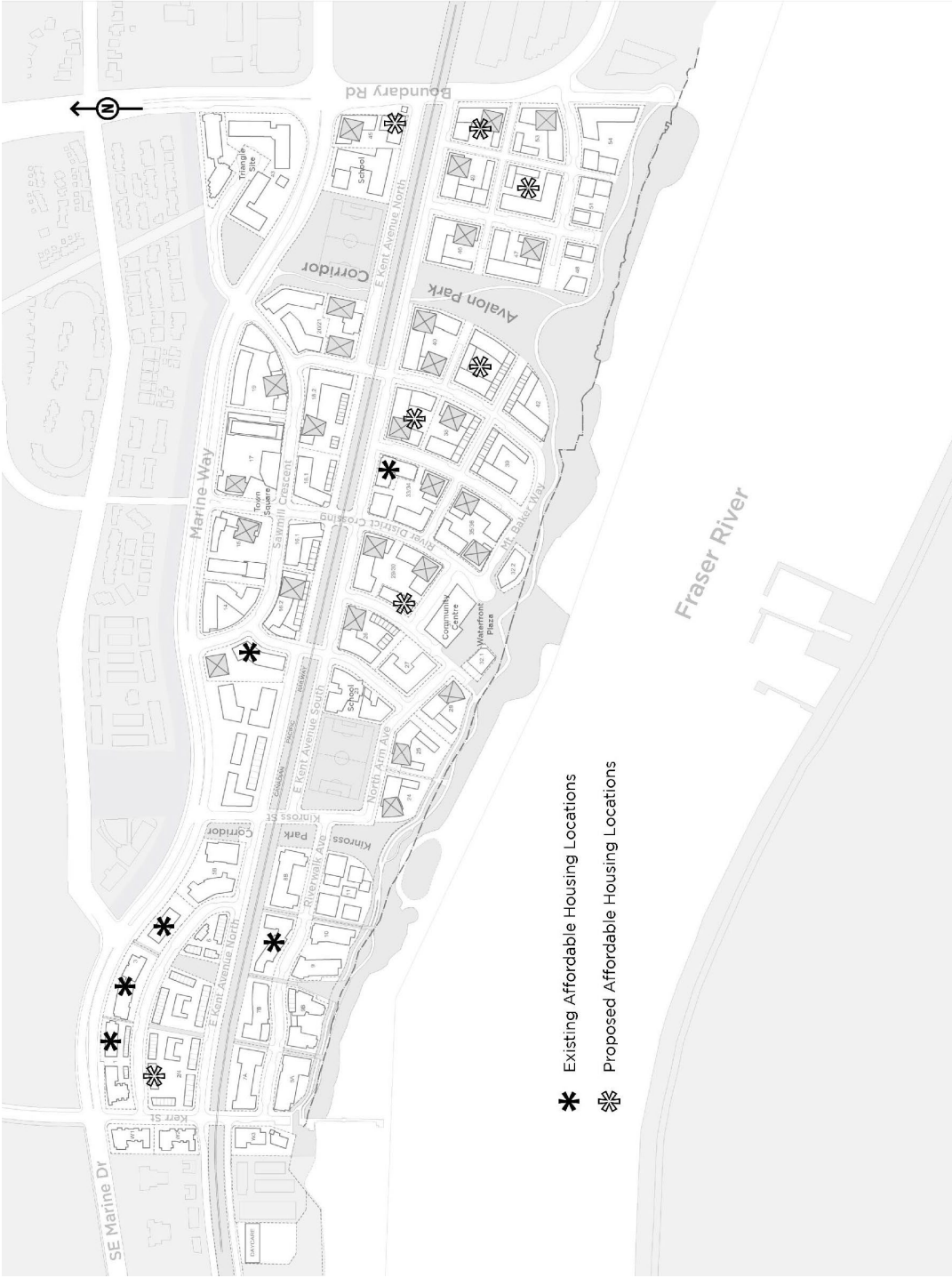


Figure 18. Development Phases

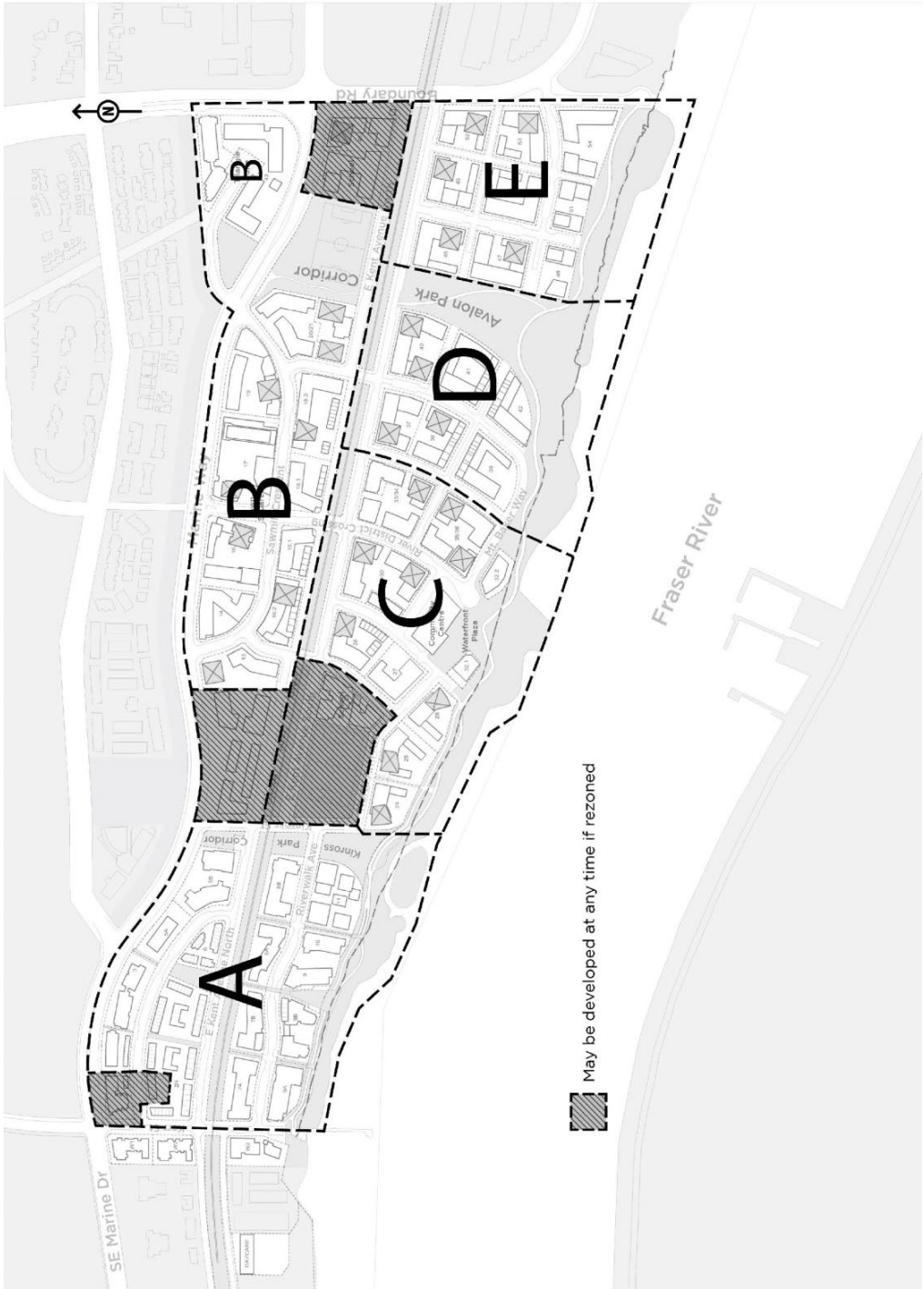


Figure 19. Secured Market Rental



## EXPLANATION

A By-law to amend CD-1 (567) By-law No. 10943  
East Fraser Lands Waterfront Precinct  
Regarding Housekeeping Amendments

After the Public Hearing on March 11 and April 1, 7 and 8, 2021, Council resolved to amend East Fraser Lands Official Development Plan No. 9393 (EFL-ODP) regarding 2020 updates, including a consequential amendment to amend CD-1 (567) for the East Fraser Lands Waterfront Precinct to increase the maximum building height from 24 to 28 storeys. Since the amendment to the EFL-ODP has been enacted and the Director of Planning has advised that there are no prior to conditions to the consequential amendment, enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services  
April 27, 2021

**BY-LAW NO.**

**A By-law to amend CD-1 (567) By-Law No. 10943  
East Fraser Lands Waterfront Precinct  
Regarding Housekeeping Amendments**

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

1. This by-law amends the indicated provisions of CD-1 (567) By-law No. 10943 for East Fraser Lands Waterfront Precinct.
2. Council amends the line for Development Parcel 29 and 30 in the table in section 6.1 by:
  - (a) striking out “24” in the column for “Number of storeys” and substituting “28”; and
  - (b) striking out “75.0” in the column for “Maximum building heights in metres” and substituting “87.0”.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                      day of                      , 2021

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend the Tax Penalty By-law No. 9284**

The attached By-law will implement Council's resolution of April 27, 2021 to change the tax penalty due date to the second business day in July.

Director of Legal Services  
April 27, 2021

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

**A By-law to amend the Tax Penalty By-law No. 9284**

The Council of the City of Vancouver, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Tax Penalty By-law No. 9284.
2. Council strikes "September 30" from section 2.1(b) of the by-law and replaces it with the "the second business day in July".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take upon enactment.

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

\_\_\_\_\_  
Mayor

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



**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 6750-6770 Oak Street and 975 West 52<sup>nd</sup> Avenue**

Enactment of the attached By-law will delete 6750 – 6770 Oak Street and 975 West 52<sup>nd</sup> Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 16, 2019 dealing with the rezoning of the property.

Director of Legal Services  
April 27, 2021

6750 – 6770 Oak Street and  
975 West 52<sup>nd</sup> Avenue

**BY-LAW NO.**

**A By-law to amend Subdivision By-law No. 5208**

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID 010-037-373; Lot 24, Block 78, District Lot 526, Plan 8550;
- (b) PID 010-037-420; Lot 25, Block 78, District Lot 526, Plan 8550; and
- (c) PID 010-037-454; Lot 26, Block 78, District Lot 526, Plan 8550.

2. 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.

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

ENACTED by Council this                      day of                      , 2021

\_\_\_\_\_  
Mayor

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

**Schedule A**

By-law No. \_\_\_\_\_ being a By-law to amend By-law No. 5208

being the Subdivision By-law



The properties outlined in black (            ) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

6750-6770 Oak Street & 975 West 52nd Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2021-04-20