

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
regarding amendments to the RM-3A and RM-4 and
RM-4N District Schedules for Social Housing**

Following the Public Hearing on April 15 and 20, 2021, Council resolved to amend the Zoning and Development By-law to allow development of up to six stories in the RM-3A, RM-4 and RM-4N zoning districts where 100% of the residential floor area is developed as social housing, or social housing in conjunction with a child day care facility. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 18, 2021

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding amendments to the RM-3A and RM-4
and RM-4N District Schedules for Social Housing**

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. Council amends the title of the RM 4 and RM 4N Districts Schedule by striking out “RM 4 and RM 4N Districts Schedule” and substituting “RM-4 and RM-4N Districts Schedule”.
3. In section 1 of the RM-3A District Schedule, Council adds “Additionally, this Schedule is intended to encourage development of six storey social housing apartment buildings.” after “The intent of this Schedule is to permit medium density residential development, including low-rise apartment buildings, and to secure a higher quality of parking, open space and daylight access through floor area bonus incentives.”.
4. In section 1 of the RM-4 and RM-4N Districts Schedule, Council adds “Additionally, this Schedule is intended to encourage development of six storey social housing apartment buildings.” after “The intent of this Schedule is to permit medium density residential development, including a variety of multiple dwelling types, to encourage the retention of existing buildings and good design, and to achieve a number of community and social objectives through permitted increases in floor area.”.
5. In section 3.2.DW of the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedule, Council adds a new bullet point in the correct alphabetical order, as follows:

“

 - Dwelling Units in conjunction with a child day care facility, provided that all residential floor area is developed as social housing.”.
6. In section 4.3 of the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedule, Council adds the following in the correct numerical order:

“4.3.2 Despite section 4.3.1, the Director of Planning or Development Permit Board, as the case may be, may increase the maximum height to 19.9 m for multiple dwellings or dwelling units in conjunction with a child day care facility if:

 - (a) 100% of the residential floor area is developed as social housing; and
 - (b) the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and

guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.

4.3.3 If 100% of the residential floor area is developed as social housing, and if the Director of Planning first considers the intent of this Schedule and all applicable policies and guidelines adopted by Council, the Director of Planning may permit a greater height than otherwise permitted for:

- (a) roof-top access structures to shared outdoor amenity space that do not exceed a height of 3.6 m;
- (b) any required guards provided the Director of Planning considers the guard materials to be appropriate to reduce visual impacts; and
- (c) common roof-top amenity structures contiguous with common outdoor amenity spaces that do not exceed a height of 3.6 m, provided that the total floor area of the amenity room on the roof deck does not exceed 10% of the roof area.”.

7. In section 4.4 of the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedule, Council:

- (a) renumbers section 4.4.2 as 4.4.3;
- (b) in renumbered section 4.4.3, strikes out “subsection 4.7.3(h)” and substitutes “subsection 4.7.4(h)” and
- (c) adds a new section 4.4.2 as follows:

“4.4.2 Despite section 4.4.1, the Director of Planning or Development Permit Board, as the case may be, may vary the front yard requirements for multiple dwellings or dwelling units in conjunction with a child day care facility if:

- (a) 100% of the residential floor area is developed as social housing; and
- (b) the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.”.

8. In section 4.5 of the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedule, Council:

- (a) renumbers section 4.5.3 as 4.5.4;
- (b) adds a new section 4.5.3 as follows:

“4.5.3 Despite sections 4.5.1 and 4.5.2, the Director of Planning or Development Permit Board, as the case may be, may vary the side yard requirements for multiple dwellings or dwelling units in conjunction with a child day care facility if:

- (a) 100% of the residential floor area is developed as social housing; and
- (b) the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.”.

9. In section 4.6 of the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedule, Council adds a new section 4.6.5 in the correct numerical order as follows:

“4.6.5 Despite sections 4.6.1, 4.6.3, and 4.6.4, the Director of Planning or Development Permit Board, as the case may be, may vary the rear yard requirements for multiple dwellings or dwelling units in conjunction with a child day care facility if:

- (a) 100% of the residential floor area is developed as social housing; and
- (b) the Director of Planning or Development Permit Board first considers the intent of this Schedule, all applicable policies and guidelines adopted by Council, and the submission of any advisory group, property owner, or tenant.”.

10. In section 4.7 of the RM-3A District Schedule, Council:

- (a) rennumbers sections 4.7.2, 4.7.3 and 4.7.4 as sections 4.7.3, 4.7.4, and 4.7.5, respectively;
- (b) in renumbered 4.7.4, strikes out subsection (d) and substitutes the following:

“(d) amenity areas, including child day care facilities, recreational facilities, and meeting rooms accessory to residential use, to a maximum floor area of 10 percent of the 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;”;

- (c) in renumbered subsection 4.7.4(h),
 - (i) strikes out “veranda” and substitutes “verandah”, and
 - (ii) in paragraph (ii), strikes out “subsection 4.7.3(a)” and substitutes “subsection 4.7.4(a)”;
- (d) in renumbered subsection 4.7.4(i), strikes out “subsection 4.7.3(h)” and substitutes “subsection 4.7.4(h)”;
- (e) adds a new section 4.7.2 as follows:

“4.7.2 Despite section 4.7.1, the Director of Planning or Development Permit Board, as the case may be, may increase the maximum floor space ratio to 3.0 for multiple dwellings or dwelling units in conjunction with a child day care facility if:

City Clerk

EXPLANATION**A By-law to Amend
Temporary Patio and Street Vending Fees By-law No. 12714
regarding patio fees**

Following the Regular Council Meeting on May 18, 2021, Council resolved to amend the Temporary Patio and Street Vending Fees By-law regarding patio fees. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

BY-LAW NO. _____

**A By-law to amend the Temporary Patio and Street Vending Fees By-law
Regarding Patio Fees**

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

1. This By-law amends the indicated provisions of Temporary Patio and Street Vending Fees By-law No. 12714.

2. In section 1.2, Council adds a new definition after “temporary private patio permit” of “other patio permit” as follows:

““other patio permit” means any permit required by the City for the construction, installation or operation of a patio, other than a temporary street vending permit, temporary private patio permit or business license;”

3. Council strikes sections 2 and 3, and replaces them with sections 2 and 3 as follows:

“
SECTION 2
STREET VENDING BY-LAW NO. 10868

2.1 Despite anything to the contrary in the Street Vending By-law, no fees shall be payable for temporary street vending permits or other patio permits.

SECTION 3
ZONING AND DEVELOPMENT FEE BY-LAW NO. 5585

3.1 Despite anything to the contrary in the Zoning and Development Fee By-law, no fees shall be payable for a Development Permit with respect to a temporary private patio permit or other patio permit.”

4. Council adds a new section 5 as follows:

“5.1 For clarity, any fees already paid in 2021 for any permits governed by sections 2, 3 and 4 are to be refunded.”

5. 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.

6. 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**2021 Rating By-law
General Purpose Taxes**

Enactment of the attached By-law will levy the 2021 general purpose taxes, and implement Council's resolution of May 18, 2021, subject to a property tax cap rate on certain designated port facilities.

Director of Legal Services
May 18, 2021

BY-LAW NO. _____

A By-law to levy rates on all taxable real property in the City of Vancouver, to raise a sum which added to the estimated revenue of the City of Vancouver from other sources, will be sufficient to pay all debts and obligations of the City of Vancouver falling due within the year 2021 and not otherwise provided for

PREAMBLE

For the year 2021, the following sums will have to be provided for the purposes hereafter named, by levying a rate or rates on all the taxable real property on the assessment roll prepared pursuant to the *Assessment Act* for general municipal purposes for the City of Vancouver:

<u>PURPOSES</u>	<u>AMOUNT</u>
Payment of interest on Debentures outstanding, payment of principal on Serial Debentures falling due in 2021, and payments to Sinking Fund in respect of debenture debts incurred	\$98,672,552
All other necessary expenses of the City not otherwise provided for	<u>\$797,825,025</u>
Total General Purposes	<u>\$896,497,577</u>

The taxable value of land and improvements, as shown on the real property assessment roll prepared by the British Columbia Assessment Authority, for general municipal purposes for the City of Vancouver for all classes other than class 1 – residential, class 5 – light industry, and class 6 - business and other is \$1,524,108,071.

The taxable value of land and improvements for general municipal purposes, based on the averaged assessment pursuant to By-law No. 12943, is \$319,060,116,000 for class 1 - residential, \$1,868,293,283 for class 5 – light industry, and \$73,042,411,095 for class 6 - business and other.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$27.50 per \$1,000 of assessed value in respect of certain Class 4 – major industry properties (“ports properties”), bearing assessment roll numbers 561-192-30-2003, 561-226-34-4010, 561-226-34-4015, 561-226-34-4020, 561-230-30-4050, 561-250-76-4014, and 561-275-40-4050.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$22.50 per \$1,000 of assessed value, in respect of designated new investment in Class 4 – major industry properties (“ports properties, new investments”), bearing assessment roll number 561-226-34-4015 and 561-250-76-4014.

The rates of taxation for the Provincial classes necessary to raise the sum of \$896,497,577 are as follows:

CLASS OF PROPERTY		DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE
Residential	(1)	1.60152
Utilities	(2)	28.33412
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	33.31879
Major Industry (ports properties)	(4)	27.50000
Major Industry (ports properties, new investment)	(4)	22.50000
Light Industry	(5)	4.91463
Business and Other	(6)	4.91463
Recreational Property / Non-profit Organization	(8)	1.59919
Farm	(9)	1.59919

such rates being dollars of general purposes tax for each thousand dollars of taxable value.

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

1. On each of the respective classes of property hereinafter set forth, which are more particularly defined in the *Assessment Act* and its regulations, there is hereby imposed per one thousand dollars of taxable value the several rates hereinafter set forth, namely:

- (a) For the purpose of providing for the payment of \$98,672,552, being the amount required for interest on Debentures, principal of Serial Debentures, and Sinking Fund obligations falling due in 2021, the rates of:

CLASS OF PROPERTY		DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE
Residential	(1)	0.17627
Utilities	(2)	3.11858
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	3.66722
Major Industry (ports properties)	(4)	3.02677
Major Industry (ports properties, new investment)	(4)	2.47645
Light Industry	(5)	0.54093
Business and Other	(6)	0.54093
Recreational Property / Non-profit Organization	(8)	0.17601
Farm	(9)	0.17601

- (b) For the purpose of providing the sum of \$797,825,025, being monies required for other necessary expenses of the City during the year 2021 not otherwise provided for, the rates of:

CLASS OF PROPERTY		DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE
Residential	(1)	1.42525
Utilities	(2)	25.21554
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	29.65157
Major Industry (ports properties)	(4)	24.47323
Major Industry (ports properties, new investment)	(4)	20.02355
Light Industry	(5)	4.37370
Business and Other	(6)	4.37370
Recreational Property / Non-profit Organization	(8)	1.42318
Farm	(9)	1.42318

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

EXPLANATION**2021 Rating By-law
Metro Vancouver Regional District**

Enactment of the attached By-law will levy the rates necessary to raise funds requisitioned by the Metro Vancouver Regional District for 2021.

Director of Legal Services
May 18, 2021

BY-LAW NO. _____

**A By-law to levy a rate on property to raise monies
required to be paid to the Metro Vancouver Regional District**

PREAMBLE

Pursuant to the *Local Government Act*, the City of Vancouver is required to make due provision for the amount of money requisitioned from it by the Metro Vancouver Regional District.

The Metro Vancouver Regional District has requisitioned from the City the sum of \$27,427,718 for the year 2021.

The amount of money requisitioned by the Metro Vancouver Regional District may be raised by the City of Vancouver by levying a rate on property upon the basis provided in the *Local Government Act*.

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

1. For the purpose of providing for the payment of the amount requisitioned from the City by the Metro Vancouver Regional District in the year 2021, there is hereby imposed per one thousand dollars of taxable value of land and improvements, but excluding property that is taxable for school purposes only by a special act, the rates hereinafter set forth, namely:

CLASS OF PROPERTY		DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE
Residential	(1)	0.05403
Utilities	(2)	0.18910
Supportive Housing	(3)	0.05403
Major Industry	(4)	0.18369
Light Industry	(5)	0.18369
Business and Other	(6)	0.13237
Recreational Property / Non-profit Organization	(8)	0.05403
Farm	(9)	0.05403

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

EXPLANATION**A By-law to amend
CD-1 (587) By-law No. 11106**

Following the Public Hearing on April 15, 2021, Council resolved to amend CD-1 (587) (Comprehensive Development) District for 1280 Burrard Street (formerly 1262-1290 Burrard Street) by altering the land use provisions under section 2.2 to allow a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

1280 Burrard Street
(formerly 1262-1290 Burrard Street)

BY-LAW NO. _____

**A By-law to amend
CD-1 (587) By-law No. 11106**

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. 11106.
2. In subsection 2.2(a), Council strikes out “, limited to Artist Studio, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Theatre”.
3. In subsection 2.2(b), Council strikes out “, limited to Child Day Care Facility”.
4. In subsection 2.2(d), Council strikes out “, limited to Grocery or Drug Store, Public Bike Share, Retail Store, Small-scale Pharmacy and Vehicle Dealer; [12142; 18 06 19]” and substitutes “;”.
5. In subsection 2.2(e), Council strikes out “, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Laundromat or Dry Cleaning Establishment, Motor Vehicle Repair Shop, Photofinishing or Photography Studio, Repair Shop – Class B, Restaurant – Class 1”.
6. 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.
7. 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 July 18, 2018, Council gave conditional approval to the rezoning of the site at 988 West 64th Avenue and 8030-8130 Oak 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
May 18, 2021

988 West 64th Avenue and
8030-8130 Oak 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 numbered Z-742 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (773).

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

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

Conditions of Use

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

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

Floor Area and Density

4.1 Computation of floor space ratio must assume that the site area is 3,756.1 m² being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.50.

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

4.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

Building Height

5. Building height, measured from base surface, must not exceed 21.8 m.

Horizontal Angle of Daylight

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

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

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

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

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

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (773).

6.6 A habitable room referred to in section 6.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

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

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

Severability

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

Force and effect

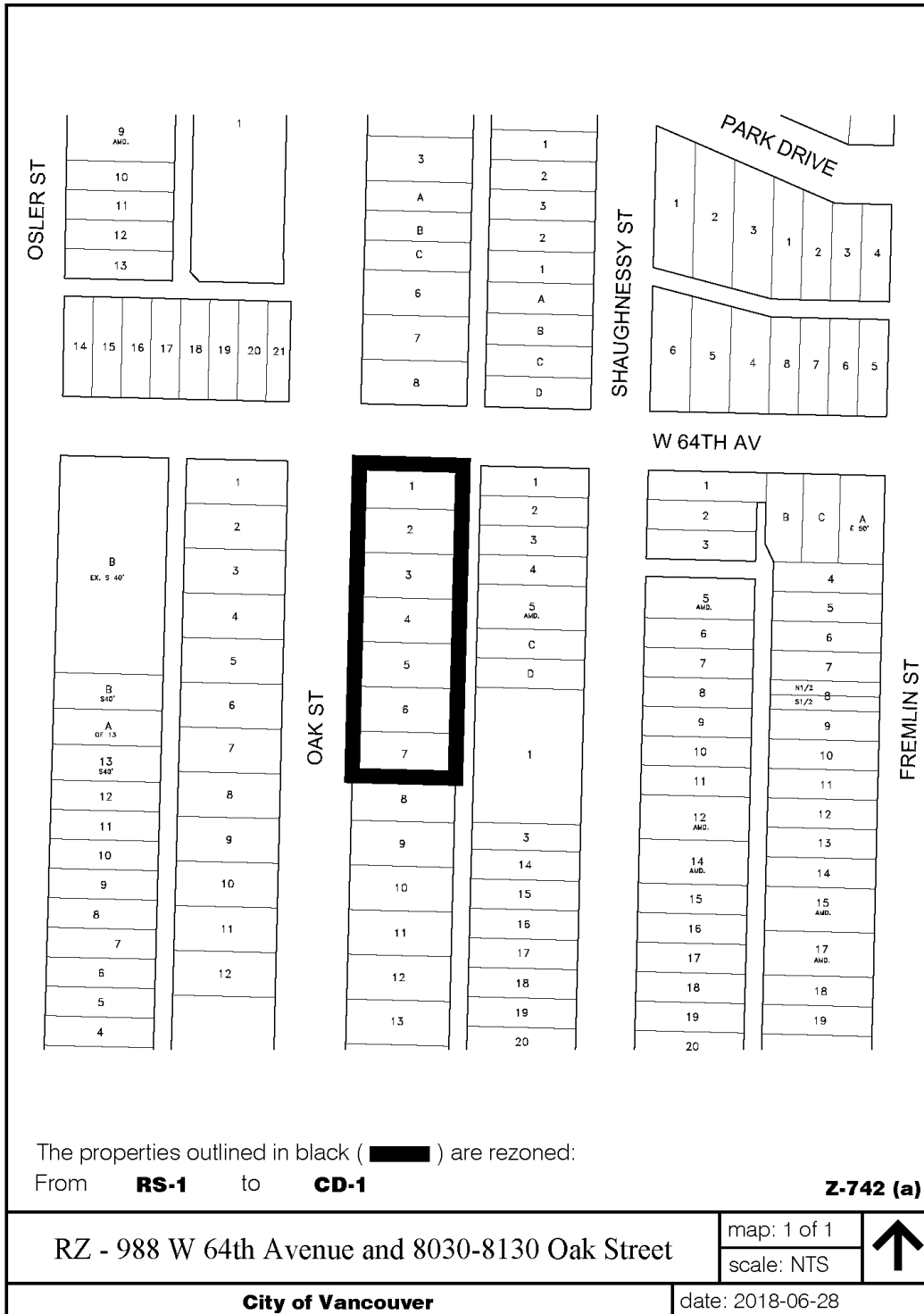
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on January 19, 2021, Council gave conditional approval to the rezoning of the site at 2246-2268 East Broadway. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 18, 2021

2246-2268 East Broadway

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-883 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (774).

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

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

Conditions of Use

4. The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing;
 - (b) include two or more bedrooms;
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units; and
 - (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,497.6 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

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

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the residential floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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, must not exceed 19.7 m.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (774).

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 m².

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (774).

Severability

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

Force and effect

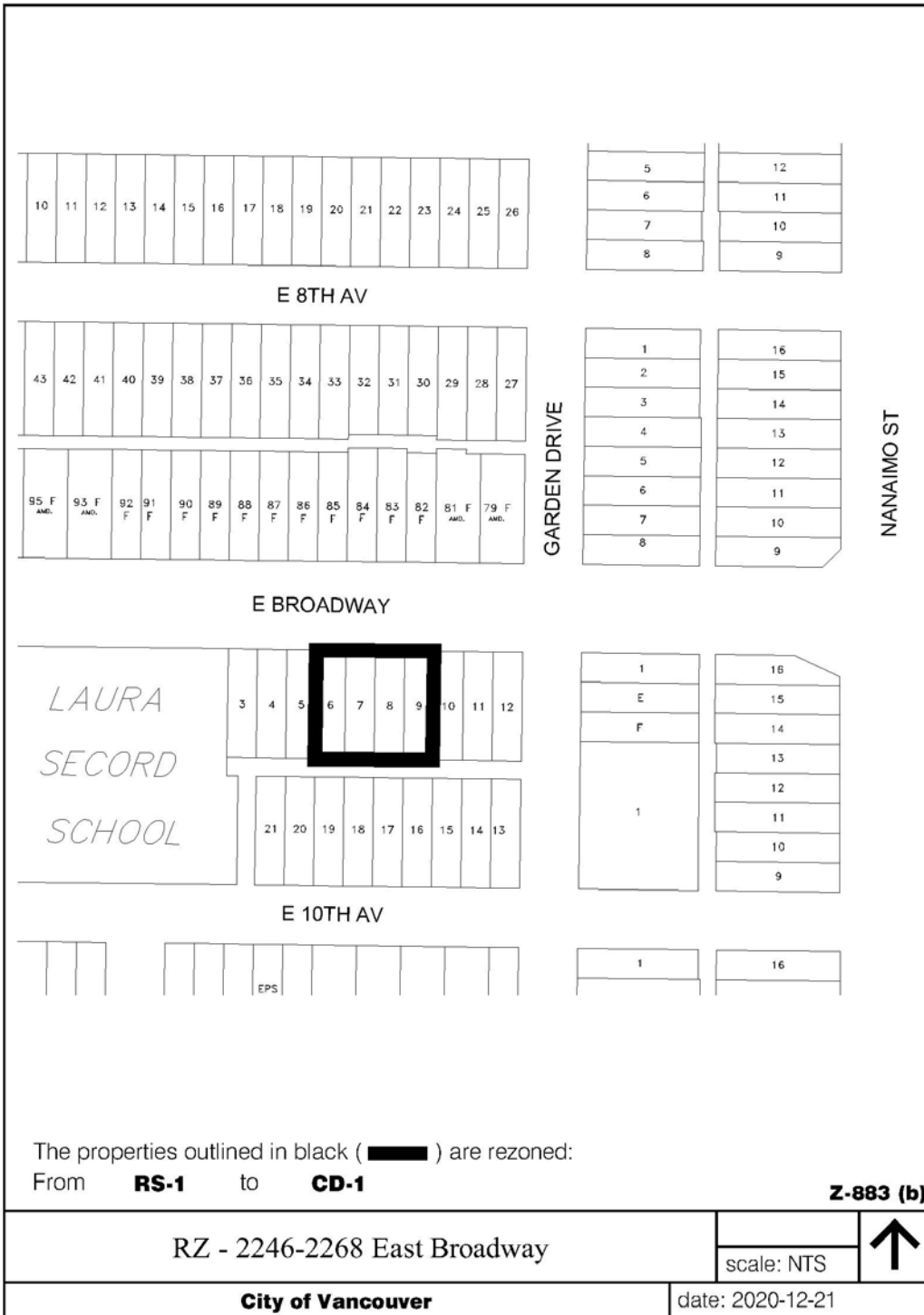
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of _____ , 2021

Mayor

City Clerk

Schedule A



EXPLANATION**Heritage Designation By-law
Re: 150 Robson Street**

After a Regular Council Meeting on July 10, 2018, Council approved a recommendation to designate the four exterior facades of a building at 150 Robson Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 18, 2021

150 Robson Street
(Northern Electric Company (NEC))

BY-LAW NO.

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

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

1. Council considers that the real property described as:

Four exterior facades
of the heritage building
(Northern Electric
Company (NEC))

150 Robson Street

PID: 031-375-499
Lot A Block 68
District Lot 541 Group 1
New Westminster District
Plan EPP109127

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

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1102-1138 East Georgia Street**

Following the Public Hearing on December 10, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

1102-1138 East Georgia 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:

“

1102-1138 East Georgia Street	CD-1(772)	12962	I-2
-------------------------------	-----------	-------	-----

”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION

**A By-law to amend
Noise Control By-law No. 6555
Re: 1102-1138 East Georgia Street**

Following the Public Hearing on December 10, 2019, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

1102-1138 East Georgia Street

BY-LAW NO.

**A By-law to amend
Noise Control By-law No. 6555**

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

1. This By-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding:

“

772	12962	1102-1138 East Georgia Street
-----	-------	-------------------------------

;

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

**A By-law to amend the Parking By-law
Re: 2499 East 48th Avenue**

After the public hearing on September 10, 2019, Council resolved to add 2499 East 48th Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 28, 2021

2499 East 48th Avenue

BY-LAW NO.

A By-law to amend Parking By-law No. 6059

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. Council amends Schedule C (CD-1 District Parking Requirements) by adding the following:

“

2499 East 48th Avenue	12935	(766)	Parking, loading and bicycle spaces in accordance with by-law requirements, except that 2 Class A loading spaces can be provided in lieu of 1 Class B loading space, for a total of 2 Class B and 2 Class A loading spaces.
-----------------------	-------	-------	---

”

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 Sign By-law
Re: 6161 Cambie Street**

Following the Public Hearing on December 10, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

6161 Cambie 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:

“

6161 Cambie Street	CD-1(770)	12946	C-2
--------------------	-----------	-------	-----

”.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend
Noise Control By-law No. 6555**

Following the Public Hearing on December 10, 2019, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 18, 2021

6161 Cambie Street

BY-LAW NO.

**A By-law to amend
Noise Control By-law No. 6555**

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule B (Intermediate Zone) by adding:

“

770	12946	6161 Cambie Street
-----	-------	--------------------

”

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**Subdivision By-law No. 5208 amending By-law
Re: 5130-5170 Cambie Street**

Enactment of the attached By-law will delete 5130-5170 Cambie Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of March 13, 2018 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

5130-5170 Cambie Street

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 attached to and forming part of this By-law by deleting Lots 13, 14 and 15, Block 840, District Lot 526, Group 1 New Westminster, Plan 8324; PIDs: 010-152-296, 010-152-318, and 010-152-326 respectively, from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
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

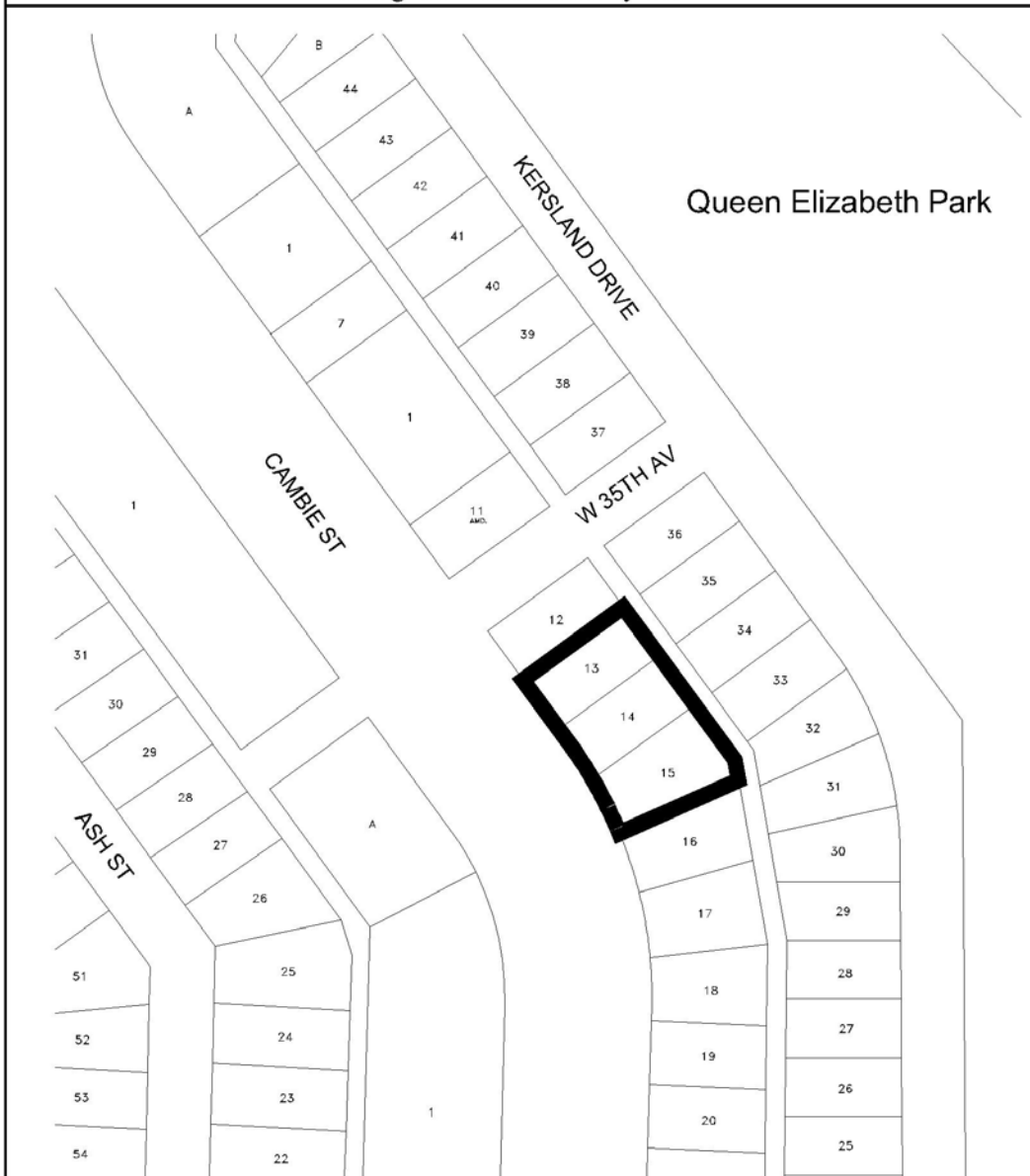
Mayor

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

5130-5170 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-04

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6908-6968 Ash Street and 575 West 54th Avenue**

Enactment of the attached By-law will delete 6908-6968 Ash Street and 575 West 54th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 9 and 11, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

6908-6968 Ash Street and
575 West 54th 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 attached to and forming part of this By-law, by deleting Lots 17 to 21, all of Block 896, District Lot 526, Plan 10198; PIDs: 009-592-725, 009-592-741, 009-592-750, 009-592-768 and 009-592-776 respectively, from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law.
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

6908-6968 Ash Street & 575 West 54th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-04

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6808-6888 Ash Street**

Enactment of the attached By-law will delete 6808-6888 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 9 and 11, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

6808-6888 Ash Street

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. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. 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 Lots 11 to 16, all of Block 896, District Lot 526, Plan 10198; PIDs: 009-592-636, 009-592-661, 009-592-687, 007-706-375, 009-592-709 and 002-753-367 respectively, from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on 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

6808-6888 Ash Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-04

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 768-780 West 27th Avenue**

Enactment of the attached By-law will delete 768-780 West 27th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 12, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

768-780 West 27th 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: 008-258-511; Lot 3, Block 718, District Lot 526, Plan 6856; and
- (b) PID: 004-252-896; Lot 2, Block 718, District Lot 526, Plan 6856.

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.

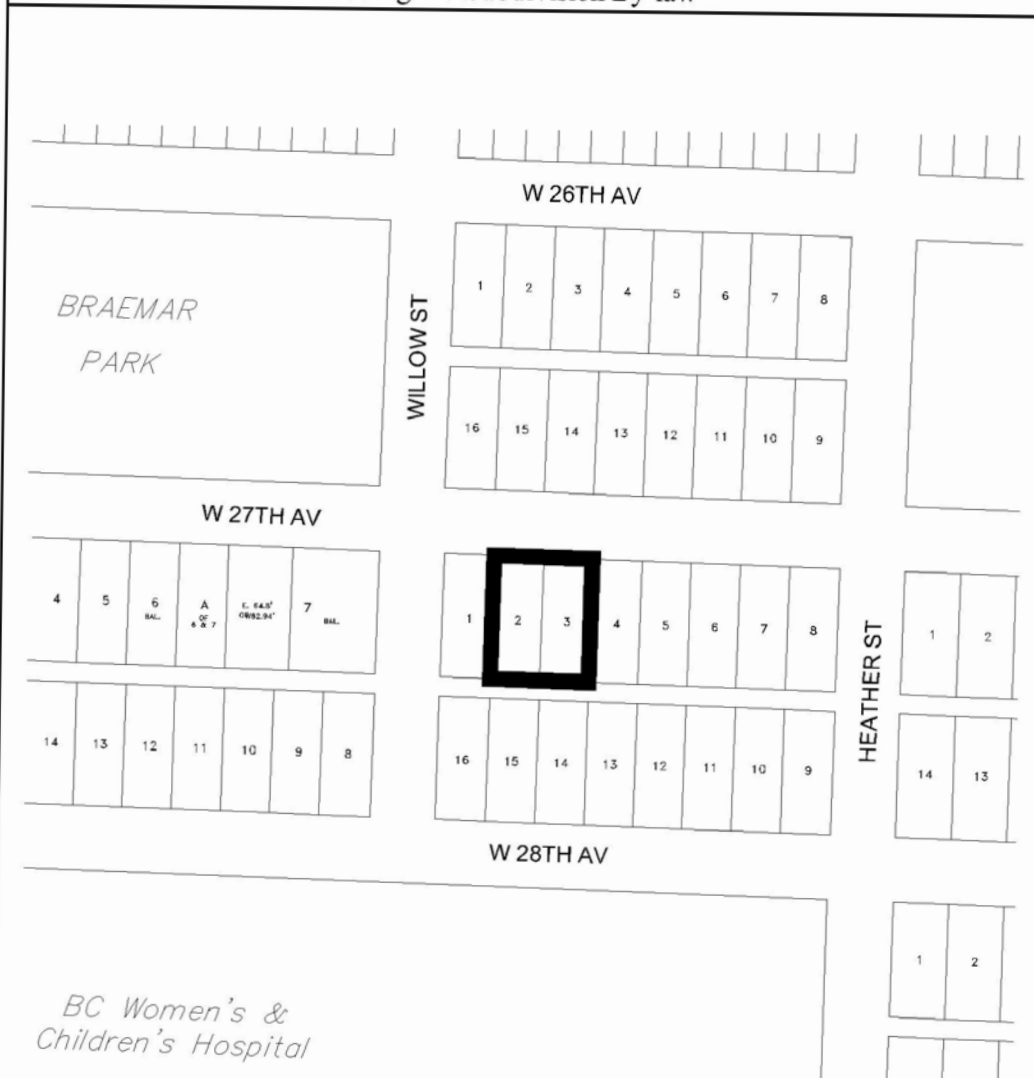
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

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

768-780 West 27th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-05

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 628-682 West 28th Avenue and 4435 Ash Street**

Enactment of the attached By-law will delete 628-682 West 28th Avenue and 4435 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 4, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

628-682 West 28th Avenue and
4435 Ash Street

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. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. 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 010-730-401; Lot 1, Block 739, District Lot 526, Plan 7115;
 - (b) PID 010-730-419; Lot 2, Block 739, District Lot 526, Plan 7115;
 - (c) PID 010-730-435; Lot 3, Block 739, District Lot 526, Plan 7115;
 - (d) PID 010-730-451; Lot 4, Block 739, District Lot 526, Plan 7115;
 - (e) PID 010-730-460; Lot 5, Block 739, District Lot 526, Plan 7115;
 - (f) PID 010-730-478; Lot 6, Block 739, District Lot 526, Plan 7115; and
 - (g) PID 010-085-602; Lot 7, Block 739, District Lot 526, Plan 7115.
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

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

628-682 West 28th Avenue & 4435 Ash Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-05

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 847-867 West 28th Avenue**

Enactment of the attached By-law will delete 847-867 West 28th 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, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

847-867 West 28th 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: 004-264-738; Lot 12, Block 717, District Lot 526, Plan 5377;
- (b) PID: 011-166-401; Lot 13, Block 717, District Lot 526, Plan 5377; and
- (c) PID: 011-166-428; Lot 14, Block 717, District Lot 526, Plan 5377.

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

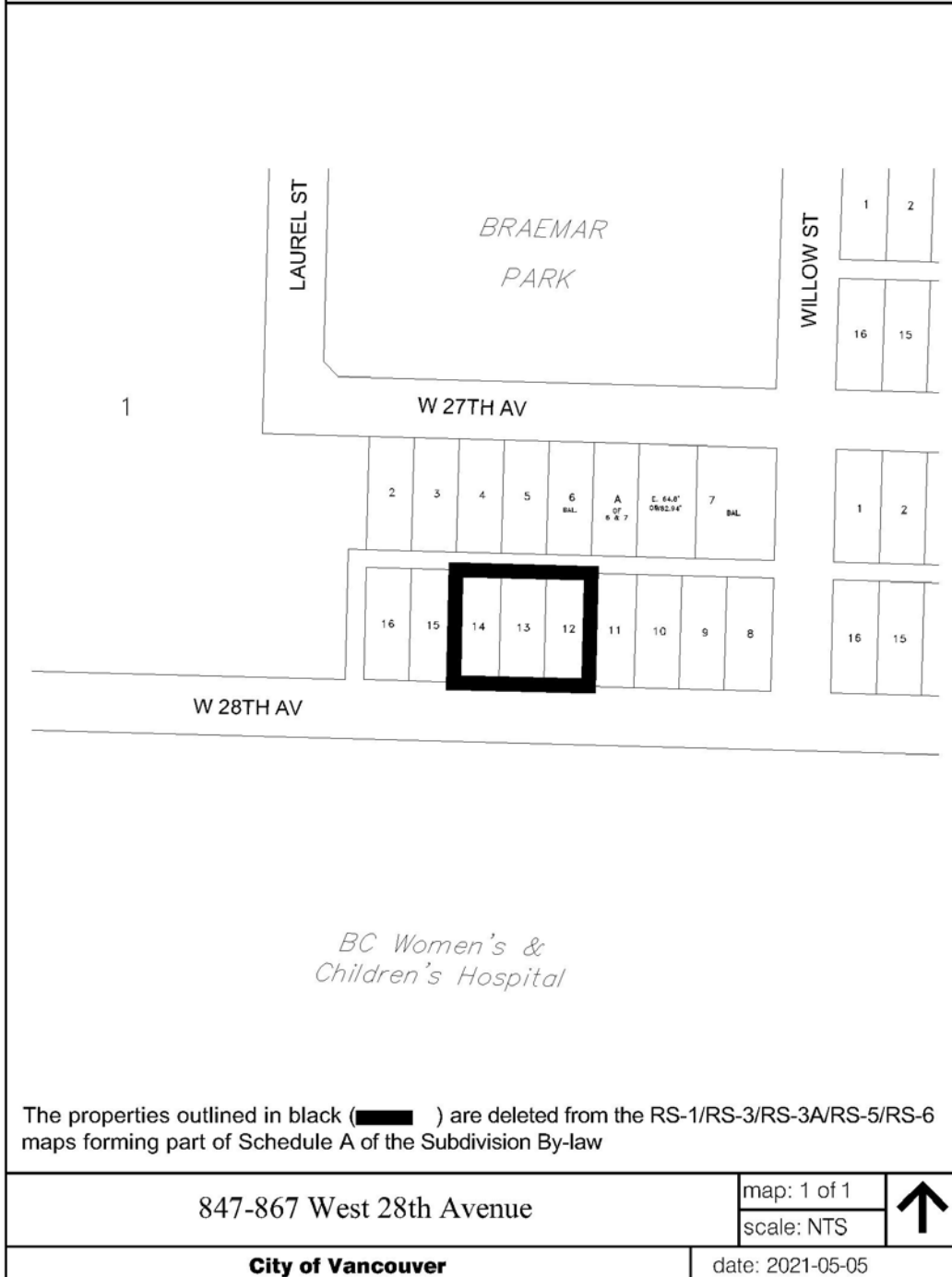
Mayor

City Clerk

Schedule A

By-law No. _____ being a By-law to amend By-law No. 5208

being the Subdivision By-law



EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 435-475 West 28th Avenue**

Enactment of the attached By-law will delete 435-475 West 28th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of October 1, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 18, 2021

435-475 West 28th 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 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: 010-869-867; Lot 16, Block 721, District Lot 526, Plan 6539;
- (b) PID: 010-869-875; Lot 17, Block 721, District Lot 526, Plan 6539;
- (c) PID: 009-499-075; Lot 18, Block 721, District Lot 526, Plan 6539;
- (d) PID: 010-869-886; Lot 19, Block 721, District Lot 526, Plan 6539; and
- (e) PID: 010-869-921; Lot 20, Block 721, District Lot 526, Plan 6539.

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

435-475 West 28th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-05-05

EXPLANATION

Authorization to enter into a Housing Agreement
Re: 728 West 41st Avenue

Pursuant to Development Application Number DP-2019-00534, the development permit application was approved by the Development Permit Board under letter dated November 27, 2019, subject to fulfilment of the condition that the owner of the subject lands 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 pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant and its lender. Enactment of the attached By-law will complete the process to implement the condition imposed by the Development Permit Board regarding a Housing Agreement.

Director of Legal Services
May 18, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 728 West 41st Avenue**

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

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

PID: 003-128-687

Lot 7 Block 892 District Lot 526 Group 1 New Westminster
District Plan 20424
Except Air Space Plan 20425 And Plan EPP85694

in substantially the form and substance of the Housing Agreement attached to this By-law as Schedule A, 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

Schedule A

FORM C_V27 (Charge)

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

PAGE 1 OF 17 PAGES

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

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
[TO BE COMPLETED BY APPLICANT'S LAWYER]

Deduct LTSA Fees? Yes ☒

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

003-128-687 LOT 7 BLOCK 892 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 20424 EXCEPT AIR SPACE PLAN 20425 AND PLAN
EPP85694

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):
7503059 CANADA INC., INC.NO. A0080266
QR OAKRIDGE FINANCE GP INC., INC. NO. A0107839 (AS TO PRIORITY)

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

453 WEST 12TH AVENUE
VANCOUVER **BRITISH COLUMBIA**
V5Y 1V4 **CANADA**

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

Ian S. Duke
Barrister & Solicitor
601-1067 W. Cordova St.
Vancouver, BC V6C 1C7

Execution Date

Y	M	D
21	04	16

Transferor(s) Signature(s)

7503059 CANADA INC., by its
authorized signatory(ies):

Name: **TANKRILE SPIE**

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 C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 17 PAGES

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

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
 [TO BE COMPLETED BY APPLICANT'S LAWYER]

Deduct LTSA Fees? Yes ☒

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

003-128-687 LOT 7 BLOCK 892 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN 20424 EXCEPT AIR SPACE PLAN 20425 AND PLAN
EPP85694

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):
7503059 CANADA INC., INC.NO. A0080266
QR OAKRIDGE FINANCE GP INC., INC. NO. A0107839 (AS TO PRIORITY)

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

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

STANLEY S. MCKEEN
Barrister & Solicitor
800 - 666 Burrard Street
Vancouver, B.C. V6C 2X8

Execution Date

Y	M	D
21	04	21

Transferor(s) Signature(s)

7503059 CANADA INC., by its
authorized signatory(ies):

Name: John Purcell

Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 17 PAGES

Officer Signature(s)

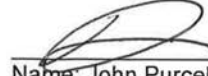


STANLEY S. MCKEEN
Barrister & Solicitor
 800 - 666 Burrard Street
 Vancouver, B.C. V6C 2X8

Execution Date

Y	M	D
21	04	21
21		

Transferor / Borrower / Party Signature(s)

QR OAKRIDGE FINANCE GP INC., by
its authorized signatory(ies):

Name: John Purcell

Name:

CITY OF VANCOUVER, by its
authorized signatory:

Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E****SCHEDULE**

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NATURE OF INTEREST
Covenant**CHARGE NO.****ADDITIONAL INFORMATION**

Section 219 Covenant

Entire Instrument

NATURE OF INTEREST
Priority Agreement**CHARGE NO.****ADDITIONAL INFORMATION**granting the above Covenant priority over Mortgage
CA7252076 and Assignment of Rents CA7252077

Page 17

NATURE OF INTEREST**CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION****NATURE OF INTEREST****CHARGE NO.****ADDITIONAL INFORMATION**

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)

728 West 41st Avenue

WHEREAS:

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

- (i) the Transferor, 7503059 CANADA INC., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application for a development permit pursuant to Development Application DP- 2019-00534 (the "Development Application") to develop on a portion of the Lands a new 5-storey Civic Centre (Building 1) comprising a Fitness Centre, Library, Child Daycare Facility, 55+ Senior's Centre, Youth Services Hub, Performance Space, Artist-in-Residence Studios, and associated ancillary Cultural/Recreational spaces, along with a new 22-storey Multiple Dwelling building (Building 2) containing a total of 187 Non-Market Social Housing Units; all over three levels of underground parking which have been approved under a separate application - DP-2018-00633, and a portion of the future 9-acre Park, which Development Application was approved by the Development Permit Board in principle subject to, *inter alia*, fulfilment of the following condition prior to issuance of the Development Permit:

"A.1.71 make arrangements to the satisfaction of the Director of Legal Services and the General Manager of Arts, Culture and Community Services, to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:

- i. a no separate sales covenant;*
- ii. a no stratification covenant;*
- iii. a provision that none of such units will be rented for less than one month at a time; and*
- iv. a requirement that all units comply with the definition of "social housing" in the applicable DCL By-law."*

(the "Social Housing Condition"); and

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

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATIONS**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);
- (c) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) **"Commencement Date"** means the date as of which this Agreement has been fully executed and delivered by all parties to it;
- (f) **"Development Application"** has the meaning set out in Recital C;
- (g) **"Development Permit"** means a development permit issued by the City at any time following the Commencement Date authorizing development on the Lands or any portion of the Lands, all as contemplated by the Development Application;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **"General Manager of 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;
- (k) **"Housing Income Limit"** or **"HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an

equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services);

- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of the Social Housing Building, or any portion thereof;
- (p) **"Owner"** means the Transferor, 7503059 CANADA INC., and any successors in title to the Lands or a portion of the Lands;
- (q) **"Project"** means the entire development to be constructed on the Lands;
- (r) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (s) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law (By-law No. 9755), namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia, or Canada; and

- (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (v) **"Social Housing Building"** means the new building or structure to be built on the Lands that will contain the Social Housing Units as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (w) **"Social Housing Condition"** has the meaning ascribed to that term in Recital B;
- (x) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (y) **"Social Housing Units Air Space Parcel"** has the meaning ascribed to that term in Section 3.1(a)(i);
- (z) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Social Housing Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (aa) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

- (d) References. References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Social Housing Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the Social Housing Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "Social Housing Units"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the Social Housing Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the Social Housing Building or build a replacement building or buildings on the Lands, which repaired Social Housing Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the Social Housing Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "Replacement Social Housing Unit") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the Social Housing Building are pursuant to this Agreement;

- (c) throughout the Term the Social Housing Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units (or Replacement Social Housing Units, as applicable) will only be used for the purpose of providing Social Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit (or Replacement Social Housing Unit, as applicable) to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit (or Replacement Social Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit (or Replacement Social Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Social Housing Unit (or Replacement Social Housing Unit, as applicable) for a term of less than one month at a time;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the Social Housing Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and

- (k) throughout the Term, it will keep and maintain the Lands and the Social Housing Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the Social Housing Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3
SUBDIVISION OF THE LANDS AND THE SOCIAL HOUSING BUILDING

3.1 Air Space Subdivision. Notwithstanding Section 2.1(g):

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

3.2 Partial Discharge. Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply only to any parcel in which Social Housing Units are contained.

**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 Social Housing Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Social Housing Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Social Housing Building, until such time as the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect, in form and content satisfactory to the City; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the Social Housing Building or any part thereof, notwithstanding completion of construction of the Social Housing Building until such time as the Owner has complied with Section 4.1(a).
- 4.2 Without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the Social Housing Building 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 and occupancy of the Social Housing Units (or Replacement Social Housing Units, as applicable). Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

**ARTICLE 6
ENFORCEMENT**

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

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

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

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

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

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

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

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

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

ARTICLE 8 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

QuadReal Property Group
Suite 800 - 666 Burrard Street
Vancouver, BC V6C 2X8

Attention: President

and a concurrent copy addressed to:

McCarthy Tétrault LLP
Suite 2400 - 745 Thurlow Street
Vancouver, BC V6E 0C5

Attention: Real Estate Practice Lead

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

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

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

ARTICLE 9 MISCELLANEOUS

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

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 9.9 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7252076 and Assignment of Rents registered under number CA7252077;
- (b) **"Existing Chargeholder"** means QR OAKRIDGE FINANCE GP INC. (INCORPORATION NO. A0107839);
- (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**Authorization to enter into a Housing Agreement
Re: 338 East 2nd Avenue**

On September 16, 2020, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement to be entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services prior to the issuance of a Development Permit. Such a Housing Agreement has been accepted and signed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter to authorize such Housing Agreement and to authorize the City to enter into that Housing Agreement with the land owner.

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

Director of Legal Services
May 18, 2021

BY-LAW NO. _____

A By-law to enact a Housing Agreement for 338 East 2nd Avenue

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

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

PID: 031-320-325 Lot 1 District Lot 200A Group 1 New Westminster District
Plan EPP106802

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

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

PAGE 1 OF 22 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)

Megan Sedmak, Paralegal, of Fasken Martineau Dumoulin LLP

Barristers & Solicitors

2900 - 550 Burrard Street

Vancouver

BC V6C 0A3

Telephone: 604-631-3131

LTO No.: 11565

File: LS-20-01498-001 (Housing)

Deduct L.T.S.A. Fees? Yes ☒

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

031-320-325

LOT 1 DISTRICT LOT 200A GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP106802STC? 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):

338 RAPHAEL HOLDINGS LTD., INC. NO. BC1230404

COMPUTERSHARE TRUST COMPANY OF CANADA, INC. NO. A0052313

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)

See Affidavit of Execution

Execution Date		
Y	M	D
21	3	30

Transferor(s) Signature(s)

338 RAPHAEL HOLDINGS LTD. by
its authorized signatory(ies):

Print Name: REISA SCHWARTZMAN

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 22 PAGES

Officer Signature(s)

Execution Date


Transferor - Borrower - Party Signature(s)

Y	M	D
21		
21	4	8

CITY OF VANCOUVER by its
authorized signatory:


Sam Golder
Notary Public in and for
The Province of Ontario
100 University Ave., 11th Flr.
Toronto, ONTARIO M5J 2Y1
416-233-9341

COMPUTERSHARE TRUST
COMPANY OF CANADA by its
authorized signatory(ies):
 Aaron Cao
Professional, MBS
Print Name:

 Maria Pinky Erandio
Administrator, MBS
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 22 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 3.1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA7902469 and Assignment of Rents CA7902470

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 4.1

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Covenant priority over Mortgage CA7902469 and Assignment of Rents CA7902470

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT FOR-PROFIT AFFORDABLE RENTAL HOUSING AND ARTIST STUDIOS

338 EAST 2ND AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - I. the Transferor, 338 RAPHAEL HOLDINGS LTD., is called the “Owner”, as more particularly defined in Section 1.1(x); and
 - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application for a development permit pursuant to Development Application No. DP-2020-00355 (the “Development Application”) to develop on the Lands a five storey mixed-use building consisting of Wholesale use on the first storey, 54 dwelling units associated with an Artist Studio and 41 rental dwelling units under the Secured Market Rental Housing Policy, from the second to fifth storeys, all over underground parking, having vehicular access from the lane, which application was approved by the Director of Planning, in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the Building as for-profit affordable rental housing units, including two units as Artist Studio Units, for the longer of 60 years and life of the Building; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing conditions.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration (the receipt and sufficiency of which the parties hereby acknowledge and agree to) the Owner and the City, in satisfaction of the requirements of Section 3.1A of the DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the 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"** means the new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of a Building as contemplated by the Development Permit;
- (d) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"DCL By-law"** means Vancouver Development Cost Levy By-law No. 9755;
- (h) **"Development Application"** has the meaning ascribed to that term in Recital C;
- (i) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands pursuant to the Development Application;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her or his successors in function and their respective nominees;
- (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units, 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 DCL By-law;
- (m) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (n) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her or his successors in function and their respective nominees;

- (o) "HILs Artist Studio Units" has the meaning ascribed to that term in Section 2.1(o) and "HILs Artist Studio Unit" means any one of such units;
- (p) "Housing Income Limit" or "HIL" means the income limit for subsidized housing (for each category of dwelling unit), in Vancouver, set each year by the British Columbia Housing Management Commission or their successors in function, or by an equivalent publication approved by the General Manager of Planning, Urban Design and Sustainability;
- (q) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (r) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
- (s) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (t) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (u) "Managing Director of Cultural Services" means the chief administrator from time to time of the City's Cultural Services Department and her or his successors in function and their respective nominees;
- (v) "Non-Profit Arts and Cultural Organization" or "NPO" means an arts and culture non-profit society or community service co-op legally registered and in good standing with BC Registry Services, a local First Nations Band Council, or a registered charity with the Canadian Revenue Agency (CRA), that has an active presence and delivers programs and services within Vancouver;
- (w) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any Building (but not including any replacement building(s)), development or partial development on the Lands issued after the Effective Date;
- (x) "Owner" means the registered owner of the Lands as of the Effective Date, namely 338 Raphael Holdings Ltd., and its successors and assigns;
- (y) "Professional Artist" means a Vancouver-based artist involved in the production of art, including but not limited to community arts, dance, interdisciplinary, literary, media, multidisciplinary, music, theatre, and visual arts, and having specialized training or records of accomplishment in their field(s), or who is recognized as an artist by artistic peers and other arts professionals;
- (z) "Related Person" means, where the registered or beneficial owner of the Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:

- (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (aa) “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;
- (bb) “Rental Housing Parcel” has the meaning ascribed to that term in Section 7.1(a);
- (cc) “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;
- (dd) “*Residential Tenancy Act*” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (ee) “Substantial Destruction” means damage to the Building which is:
 - (i) equivalent to 40% or more of the value of the Building above its foundations, as determined by the City; or
 - (ii) to structural components of the Building to the extent that it is not reasonable or practical to repair or replace the damaged components, in the opinion of an arm’s length professional engineer or architect, as evidenced by a written report provided to the City, and the Owner has applied for a demolition permit for the Building;
- (ff) “Term” means the term of this Agreement, which will commence on the Effective Date and, subject to Section 2.1(q) will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the Building (but not including any replacement building(s)); or
 - (ii) the date as of which the Building (but not including any replacement building(s)) is demolished or Substantially Destroyed;
- (gg) “Vancouver” has the meaning ascribed to that term in Recital A(ii); and
- (hh) “*Vancouver Charter*” means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development of the Lands after the Effective Date as contemplated by the Development Permit, it will construct, fit and finish, at its sole cost and expense, all Housing Units in the Building as For-Profit Affordable

Rental Housing Units, 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 Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the Building is Substantially Destroyed or demolished before the end of the Term, then, subject to Section 2.1(q), any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) throughout the Term, not less than 16% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing units, as applicable) will have two or more bedrooms and will be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 9.7;
- (g) subject to ARTICLE 7, throughout the Term, it will not suffer, cause or permit, the Lands or the Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the 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 Building and all parts thereof (including the HILs Artist Studio Units) in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (j) if the Building or any part thereof is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred, subject to Section 2.1(q);
- (k) throughout the Term, it will insure, or cause to be insured, the Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A; however such rents may be escalated annually as permitted by the DCL By-law, from the time of Development Permit prior to letter issuance to Occupancy Permit issuance and provided that such rents may be further adjusted as between individual units and detailed in the final rent roll to be provided in accordance with Section 4.1(a)(i), provided that the average rents proposed to be charged by the Owner for each unit type do not exceed the average maximum rents set out in paragraph (m) below plus the annual escalations permitted by the DCL By-law;
- (m) the average initial starting monthly rents for each For-Profit Affordable Rental Housing Unit type, except the HILs Artist Studio Units, will be at or below the following proposed starting rents, subject to adjustment as contemplated by the DCL By-law:

Unit Type	338 East 2 nd Avenue
Studio Units	\$1,641
One-Bedroom	\$1,942
Two-Bedroom	\$2,611

- (n) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such For-Profit Affordable Rental Housing Unit will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year;
- (o) throughout the Term, two (2) of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) will be rented at rates no more than 30% of household income and will be rented only to Professional Artists with household incomes (averaged over the previous 3 year period) below the housing income limits as set out in the current HILs table (the "HILs Artist Studio Units");

- (p) throughout the Term, it will have an agreement in place with a Non-Profit Arts and Cultural Organization approved by the General Manager of Planning, Urban Design and Sustainability and the Managing Director of Cultural Services, on the terms set out in section 4.1(a)(i)(B), and it will notify the Managing Director of Cultural Services of any change in the relationship between the Owner and the NPO from time to time; and
- (q) in the event of Substantial Destruction or demolition of the Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which replacement building(s) will be subject to the same use restrictions as the Building pursuant to this Agreement for the then remaining duration of the Term, unless the City then otherwise agrees in its discretion, and provided that the Owner is not required to build a replacement building(s) on the Lands if the Substantial Destruction or demolition of the Building occurs in the last two (2) years of the Term.

ARTICLE 3 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

- (a) the Lands and the Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing when the Development Permit is issued, subject to adjustment in accordance with Section 2.1(l); and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the 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 Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit in respect of the Building until such time as the Owner has, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) delivered 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 those applicable to For-Profit Affordable Rental Housing;
 - (B) entered into an agreement with a Non-Profit Arts and Cultural Organization, as approved by the Managing Director of Cultural Services, at the Owner's sole cost and expense, which agreement will:
 - (i) require the NPO to be responsible for selecting eligible local Professional Artists to be tenanted in the HILs Artist Studio Units in accordance with this Agreement;
 - (ii) ensure the NPO is fairly compensated for all costs incurred by the NPO for their professional services, including participation, time, promotion, and administration of the artist selection and placement process, and associated costs; and
 - (iii) outline the role of the NPO to determine, in advance and in consultation with the City's cultural services department and approved by the Managing Director of Cultural Services, the required artist selection process and criteria to be followed by the NPO. The process will ensure that the NPO selects only Professional Artists with household incomes (averaged over the previous 3 year period) below the housing income limits as set out in the current HILs table, in accordance with this agreement, and will consider ways to promote equity including prioritizing artists from the Musqueam, Squamish and Tsleil-Waututh Nations, Urban Indigenous, diverse or historically underrepresented artists and/or art practices;
 - (C) delivered proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect;

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

ARTICLE 5 RECORD KEEPING

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 7 SUBDIVISION OF THE LANDS

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

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

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

ARTICLE 8 NOTICES

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

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

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

(i) If to the City, addressed to:

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

Attention: General Manager of Planning, Urban Design and
Sustainability with a concurrent copy to the Director of Legal
Services

(ii) If to the Owner, addressed to:

338 Raphael Holdings Ltd.
300 - 68 East 2nd Avenue
Vancouver, BC V5T 1B1

Attention: Director

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

ARTICLE 9 MISCELLANEOUS

9.1 Agreement Runs With the Lands. Subject to ARTICLE 7, the covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this

Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

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

9.5 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.

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

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

9.7 Sale of Lands or Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage or lease), 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 9.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage or lease).

- 9.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.10 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.11 Owner's Liability.** Notwithstanding anything contained herein, the City acknowledges and agrees that the Owner shall not be liable under this Agreement where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

SCHEDULE A

RENT ROLL

HOUSING
VANCOUVER**Rent Roll**

Unit #	Bedroom Type (select from drop-down menu)	Starting Monthly Rental Rate (\$)	Unit Size (Net area) m ² ft ²
201	Residentia - Studio	\$ 1,995	506
206	Residentia - Studio	\$ 1,995	506
207	Residentia - Studio	\$ 1,995	506
208	Residentia - Studio	\$ 1,995	506
209	Residentia - Studio	\$ 1,995	506
210	Residentia - Studio	\$ 1,995	506
211	Residentia - Studio	\$ 1,995	506
212	Residentia - 1-bedroom	\$ 1,942	506
216	Residentia - 2-bedroom	\$ 2,611	660
222	Residentia - 2-bedroom	\$ 2,611	658
226	Residentia - 2-bedroom	\$ 2,611	678
204	Residentia - Studio	\$ 1,990	506
205	Residentia - Studio	\$ 1,990	506
211	Residentia - Studio	\$ 1,995	506
202	Residentia - Studio	\$ 1,995	506
213	Residentia - Studio	\$ 1,400	323
214	Residentia - Studio	\$ 1,400	323
224	Residentia - Studio	\$ 1,400	323
217	Residentia - Studio	\$ 1,400	321
221	Residentia - Studio	\$ 1,400	321
218	Residentia - Studio	\$ 1,400	320
219	Residentia - Studio	\$ 1,400	320
220	Residentia - Studio	\$ 1,400	320
301	Residentia - Studio	\$ 1,995	506
302	Residentia - Studio	\$ 1,995	506
303	Residentia - Studio	\$ 1,995	506
304	Residentia - Studio	\$ 1,995	506
305	Residentia - Studio	\$ 1,995	506
306	Residentia - Studio	\$ 1,995	506
307	Residentia - Studio	\$ 1,995	506
308	Residentia - Studio	\$ 1,995	506
311	Residentia - Studio	\$ 1,995	506
316	Residentia - 2-bedroom	\$ 2,611	660
322	Residentia - 2-bedroom	\$ 2,611	658
312	Residentia - 2-bedroom	\$ 2,611	618
326	Residentia - 2-bedroom	\$ 2,611	617
313	Residentia - Studio	\$ 1,400	324
314	Residentia - Studio	\$ 1,400	323
324	Residentia - Studio	\$ 1,400	323

HOUSING
VANCOUVER

325	Residentia - Studio	\$	1,400	324
317	Residentia - Studio	\$	1,400	321
321	Residentia - Studio	\$	1,400	321
318	Residentia - Studio	\$	1,400	320
319	Residentia - Studio	\$	1,400	320
320	Residentia - Studio	\$	1,400	320
309	Residentia - Studio	\$	1,400	351
310	Residentia - Studio	\$	1,400	351
401	Residentia - Studio	\$	1,985	506
402	Residentia - Studio	\$	1,985	506
403	Residentia - Studio	\$	1,985	506
404	Residentia - Studio	\$	1,985	506
405	Residentia - Studio	\$	1,985	506
406	Residentia - Studio	\$	1,985	506
407	Residentia - Studio	\$	1,985	506
408	Residentia - Studio	\$	1,985	506
411	Residentia - Studio	\$	1,985	506
422	Residentia - 2-bedroom	\$	2,611	558
416	Residentia - 2-bedroom	\$	2,611	560
412	Residentia - 2-bedroom	\$	2,611	616
426	Residentia - 2-bedroom	\$	2,611	617
413	Residentia - Studio	\$	1,400	324
414	Residentia - Studio	\$	1,400	323
424	Residentia - Studio	\$	1,400	323
425	Residentia - Studio	\$	1,400	324
417	Residentia - Studio	\$	1,400	321
421	Residentia - Studio	\$	1,400	321
418	Residentia - Studio	\$	1,400	320
419	Residentia - Studio	\$	1,400	320
420	Residentia - Studio	\$	1,400	320
409	Residentia - Studio	\$	1,400	351
410	Residentia - Studio	\$	1,400	351
504	Residentia - Studio	\$	1,268	506
505	Residentia - Studio	\$	1,268	506
506	Residentia - Studio	\$	1,985	506
507	Residentia - Studio	\$	1,985	506
508	Residentia - Studio	\$	1,985	506
511	Residentia - Studio	\$	1,985	506
501	Residentia - Studio	\$	1,985	506
502	Residentia - Studio	\$	1,985	506
503	Residentia - Studio	\$	1,985	506
510	Residentia - 2-bedroom	\$	2,611	560
522	Residentia - 2-bedroom	\$	2,611	558
512	Residentia - 2-bedroom	\$	2,611	616
526	Residentia - 2-bedroom	\$	2,611	617

HOUSING
VANCOUVER

512	Residentia - Studio	\$	1,400	324
514	Residentia - Studio	\$	1,400	323
524	Residentia - Studio	\$	1,400	323
525	Residentia - Studio	\$	1,400	324
517	Residentia - Studio	\$	1,400	321
521	Residentia - Studio	\$	1,400	321
518	Residentia - Studio	\$	1,400	320
519	Residentia - Studio	\$	1,400	320
520	Residentia - Studio	\$	1,400	320
505	Residentia - Studio	\$	1,400	351
510	Residentia - Studio	\$	1,400	351

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Chargeholder" means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (b) "Existing Charges" means the Mortgage registered under number CA7902469 and the Assignment of Rents registered under number CA7902470;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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


END OF DOCUMENT

IN THE MATTER OF the execution of a Form C Covenant
(the "**Instrument**") over PID: 031-320-325, Lot 1 District
Lot 200A Group 1 New Westminster District Plan
EPP106802 (the "**Property**")

I, LAURA SMITH, Lawyer, of the City of Vancouver, in the Province of British Columbia, do solemnly declare:

- SWORN before me at the City of Vancouver in the
Province of British Columbia the 27 day of April,
2021.

Province of British Columbia the _____
2021.



LAURA SMITH

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 July 21, 2020, Council gave conditional approval to the rezoning of the site at 4506 Rupert Street and 3309 Price 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
May 18, 2021

4506 Rupert Street and
3309 Price 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-774 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (775).

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 (775), 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) Live-work Use, in conjunction with any of the uses listed in this By-law;
- (c) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (d) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;

- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (i) Accessory uses customarily ancillary to the uses permitted in this Section.

Conditions of Use

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

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

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

4.3 The design and lay-out of at least 35% of the dwelling units must:

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1734.59 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 2.30.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total floor area of all such exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used 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 recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed the lesser of 10% of the total permitted floor area or 929 m²; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building Height

6.1 Building height, measured from base surface to top of parapet, must not exceed 15.1 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 the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

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

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 (775).

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 m².

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (775).

Severability

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

Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A

