

EXPLANATION**Debenture By-law
Re: Lane Lighting**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain lane lighting project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 22, 2021

BY-LAW NO.

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$1,410.86, for certain local improvement lane lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 22, 2021, describing and designating the Works as number 2, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$1,410.86, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$1,410.86, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$395,494,928,449.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$1,031,337,216.55, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$1,410.86, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 22, 2021 and on June 22 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 22, 2021", and will be payable in each of the years 2021 to 2025, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.
7. Council hereby imposes, in each of the years 2021 to 2025, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2021 to 2025, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. _____ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the _____ day of _____, the sum of _____ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 22nd day of June in each year during the term of the Debenture, commencing in the year 2021, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (_____) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 22nd day of June, 2021.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

BY-LAW		LANE LIGHTING	6.00%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2021	1,410.86	315.97	0.00	315.97
2022	1,094.89	250.28	65.69	315.97
2023	844.61	265.29	50.68	315.97
2024	579.32	281.21	34.76	315.97
2025	298.11	<u>298.11</u>	<u>17.86</u>	<u>315.97</u>
		<u>1,410.86</u>	<u>168.99</u>	<u>1,579.85</u>

EXPLANATION**Debenture By-law
Re: Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 22, 2021

BY-LAW NO. _____

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$33,425.53, for a certain local improvement street work project, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out a certain lane paving project (the "Work") as a local improvement.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 22, 2021, describing and designating the Work as number 1, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owner of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$33,425.53, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$33,425.53, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$395,494,928,449.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$1,031,337,216.55 exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$33,425.53, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 22, 2021 and on June 22nd of each year after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 22, 2021", and will be payable in each of the years 2021 to 2035, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2021 to 2035, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2021 to 2035, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. _____ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the _____ day of _____, the sum of _____ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 22nd day of June in each year during the term of the Debenture, commencing in the year 2021, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (_____) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 22nd day of June, 2021.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY-LAW		LANE PAVEMENT	6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2021	33,425.53	3,246.78	0.00	3,246.78
2022	30,178.75	1,436.05	1,810.73	3,246.78
2023	28,742.70	1,522.22	1,724.56	3,246.78
2024	27,220.48	1,613.55	1,633.23	3,246.78
2025	25,606.93	1,710.36	1,536.42	3,246.78
2026	23,896.57	1,812.99	1,433.79	3,246.78
2027	22,083.58	1,921.77	1,325.01	3,246.78
2028	20,161.81	2,037.07	1,209.71	3,246.78
2029	18,124.74	2,159.30	1,087.48	3,246.78
2030	15,965.44	2,288.85	957.93	3,246.78
2031	13,676.59	2,426.18	820.60	3,246.78
2032	11,250.41	2,571.76	675.02	3,246.78
2033	8,678.65	2,726.06	520.72	3,246.78
2034	5,952.59	2,889.62	357.16	3,246.78
2035	3,062.97	3,062.97	183.81	3,246.78
		33,425.53	15,276.17	48,701.70

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

Following the Public Hearing on July 9 and 11, 2019, Council gave conditional approval to the rezoning of the site at 1008 West 47th Avenue and 6335-6363 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
June 22, 2021

1008 West 47th Avenue and
6335-6363 Oak Street

BY-LAW NO.

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District plan attached as Schedule D to By-law No.3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-755 (d) attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8AN District Schedule.
4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



EXPLANATION

**A By-law to authorize the amendment of a
Housing Agreement
Authorized by By-law No. 12399
Re: 3070 Kingsway**

This amendment to the Housing Agreement for 3070 Kingsway, which was authorized by By-law 12399 on April 2, 2019 and was required as a condition of rezoning bylaw enactment with respect to the lands, modifies such Housing Agreement by replacing the rent roll attached to the Housing Agreement with a new rent roll to update the unit numbers assigned to the units included in the rent roll.

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

Director of Legal Services
June 22, 2021

3070 Kingsway

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12399**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 12399 enacted April 2, 2019, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 3070 Kingsway (the **"Housing Agreement"**).

AND WHEREAS

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

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

LAND TITLE ACT

FORM C (Section 233) CHARGE

GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 10 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)

Cobbett & Cotton Law Corporation

300 - 410 Carleton Avenue

Burnaby

BC V5C 6P6

C&C File 92774 - Vishi (Kingsway)

Robert Halifax - Auth'd Agent

City File No: LS-18-02736-007 (Modification- Housing)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-761-760

LOT A BLOCK 16 DISTRICT LOT 37 GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP88259STC? 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):

1222917 B.C. LTD., INC. NO. BC1222917

NATIONAL BANK OF CANADA (AS TO PRIORITY)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



Robert F. Halifax

Barrister & Solicitor

300 - 410 Carleton Ave.

Burnaby, BC, V5C 6P6

604-299-6251

Execution Date

Y	M	D
21	5	20

Transferor(s) Signature(s)

1222917 B.C. LTD. by its authorized signatory(ies):



Print Name: Chander Gupta

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

P/ 0 2 10 PAGES

Officer Signature(s)

Transferor / Borrower / Party Sign(s)

Execution Date

Y M D

21

CITY OF VANCOUVER by its
authorized signatory:SEE AFFIDAVIT OF EXECUTION

21 06 09

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

Print Name:

Aaron Unger
Manager Commercial Banking

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 10 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Modification	CA7457755	Modification of Covenant CA7457755

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Modification of Covenant priority over Mortgage CA8971380 and Assignment of Rents CA8971381

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

MODIFICATION OF HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING

3070 KINGSWAY

WHEREAS:

- A. The Transferor, 1222917 B.C. LTD., is hereinafter called the "Owner";
- B. The Transferee, CITY OF VANCOUVER, is hereinafter called the "City" when referring to corporate entity and the "City of Vancouver" when referring to geographical location;
- C. The Owner is the registered owner in fee simple of all and singular the lands and premises located in the City of Vancouver, in the Province of British Columbia, legally described as:
 - Parcel Identifier: 030-761-760
 - Legal Description: Lot A Block 16 District Lot 37 Group 1 New Westminster District Plan EPP88259(the "Lands");
- D. 3070 Kingsway Inc. (the "Original Owner"), as registered owner of the Lands, made an application to rezone (the "Rezoning Application") the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District to enable construction of a six-storey mixed-use building and three-storey townhouses at the lane with commercial at grade and 40 for-profit affordable rental housing units;
- E. After a public hearing on July 31, 2018 (the "Public Hearing") to consider the Rezoning Application, the City's elected council approved the Rezoning Application in principle subject to, among other matters, the condition that the Owner make arrangements to the satisfaction of the General Manager of Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver Development Cost Levy By-law for the longer of 60 years or the life of the building (the "Rezoning Condition");
- F. To satisfy the Rezoning Condition the Original Owner and the City entered into a Housing Agreement and Building Use Covenant (the "Agreement") which Agreement was registered in the Vancouver Land Title Office on April 23, 2019 under numbers CA7457755 to CA7457756;
- G. The Original Owner subsequently transferred ownership of the Lands to the Owner and in connection therewith, the Owner and the City entered into an Assumption Agreement dated October 2, 2019, wherein, *inter alia*, the Owner assumed the Original Owner's obligations under the Agreement; and

- H. The Owner and the City have agreed to enter into a modification to the Agreement on the terms and conditions herein (the “Modification”) for the purpose of correcting the differences between the rents shown in the rent roll attached as Schedule A to the Agreement and the rent roll presented at the Public Hearing.

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

1. **Modification of the Agreement**

The Agreement is hereby modified by:

- (a) deleting section 1.1(n) in its entirety and replacing it with the following:
 - (n) “General Manager of Planning, Urban Design and Sustainability” means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (b) deleting section 2.1(k) and replacing it with the following:
 - (k) subject to the adjustments permissible under Section 3.1B(c) of the Vancouver DCL By-Law, as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A, provided that, subject to approval and confirmation in writing by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion and compliance with this Agreement, the Rezoning By-law, any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such rent roll including the unit numbers, unit types, number of units and rents may be adjusted prior to the issuance of the Development Permit and/or prior to the issuance of the Occupancy Permit without an amendment to this Agreement;
- (c) deleting section 2.1(l) and replacing it with the following:
 - (l) the average initial starting monthly rents for each For-Profit Affordable Rental Housing Unit type will be at or below the following proposed starting rents, subject to adjustment as contemplated by the Vancouver DCL By-law:

For-Profit Affordable Rental Housing Unit Type	Proposed Average Starting Rents
Studio	\$1,469
One-Bedroom	\$1,730
Two-Bedroom	\$2,505
Three-Bedroom	\$3,365

- (d) in Recital C and sections 3.1(a)(i), 4.1(a)(i), 5.1 and 8.1(b), deleting the words “General Manager of Community Services” wherever they appear and replacing them with the words “General Manager of Planning, Urban Design and Sustainability”; and
- (e) deleting in its entirety the rent roll attached thereto as Schedule A and replacing it with the rent roll attached hereto as Schedule A.

2. Agreement Ratified and Confirmed

The Owner and the City acknowledge and agree that the Agreement, as modified by the Modification, is hereby ratified and confirmed to the effect and with the intent that the Agreement and the Modification shall be read and construed as one document.

3. Amendment

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

4. Binding Effect

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

5. Time

Time shall be of the essence of this Modification.

6. Interpretation

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

7. Conflict

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

8. Joint and Several Liability

If the Owner consists of more than one party, each such party will be jointly and severally liable to the City for the performance and observance of this Modification.

IN WITNESS WHEREOF the parties hereto have executed this Modification by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

SCHEDULE A

RENT ROLL

Unit #	Type of Unit (no. of BRS)	Size of Unit (in square feet)	Monthly Rental Rate
1 (3-A LVL 1)	Three	1001.5	\$3,365
2 (TH-S LVL2)	Studio	393.7	\$1,469
3 (TH-3-A LVL2)	Three	931.0	\$3,365
4 (TH-2-B LVL 2)	Two	792.0	\$2,505
5 (TH-2-A LVL 2)	Two	724.0	\$2,505
6 (TH-3-B LVL2)	Three	1036.0	\$3,365
7 (1-B LVL2)	One	514.3	\$1,730
8 (ST-D LVL 2)	Studio	392.7	\$1,469
9 (ST-B LVL 2)	Studio	394.4	\$1,469
10 (ST-F LVL 2)	Studio	391.0	\$1,469
11 (ST-G LVL2)	Studio	392.4	\$1,469
12 (2-A LVL 2)	Two	730.1	\$2,505
13 (2-B LVL 2)	Two	711.2	\$2,505
14 (1-B LVL3)	One	514.3	\$1,730
15 (ST-D LVL3)	Studio	392.7	\$1,469
16 (ST-C LVL3)	Studio	392.2	\$1,469
17 (1-A LVL3)	One	567.7	\$1,730

Unit #	Type of Unit (no. of BRS)	Size of Unit (in square feet)	Monthly Rental Rate
18 (ST-H LVL3)	Studio	392.0	\$1,469
19 (2-A LVL3)	Two	730.1	\$2,505
20 (2-B LVL 3)	Two	711.2	\$2,505
21(1-B LVL4)	One	514.3	\$1,730
22 (ST-D LVL4)	Studio	392.7	\$1,469
23 (ST-C LVL 4)	Studio	392.2	\$1,469
24 (1-A LVL4)	One	567.7	\$1,730
25 (ST-H LVL4)	Studio	392.0	\$1,469
26 (2-A LVL 4)	Two	730.1	\$2,505
27 (2-B LVL 4)	Two	711.2	\$2,505
28 (1-B LVL5)	One	514.3	\$1,730
29 (ST-D LVL5)	Studio	392.7	\$1,469
30 (ST-C LVL 5)	Studio	392.2	\$1,469
31 (1-A LVL5)	One	567.7	\$1,730
32 (ST-H LVL5)	Studio	392.0	\$1,469
33 (2-A LVL 5)	Two	730.1	\$2,505
34 (2-B LVL 5)	Two	711.2	\$2,505
35 (2-E LVL 6)	Two	860.9	\$2,505

Unit #	Type of Unit (no. of BRS)	Size of Unit (in square feet)	Monthly Rental Rate
36 (ST-A LVL 6)	Studio	435.8	\$1,469
37 (1-A LVL 6)	One	567.7	\$1,730
38 (ST-E LVL 6)	Studio	398.2	\$1,469
39 (2-C LVL 6)	Two	711.6	\$2,505
40 (2-D LVL 6)	Two	682.2	\$2,505

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Chargeholder” means NATIONAL BANK OF CANADA;
- (b) “Existing Charges” mean the Mortgage registered under number CA8971380 and the Assignment of Rents registered under number CA8971381;
- (c) “New Charges” means the Modification contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning 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 hereby:

- (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.

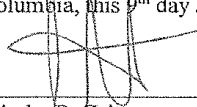
END OF DOCUMENT

AFFIDAVIT OF EXECUTION

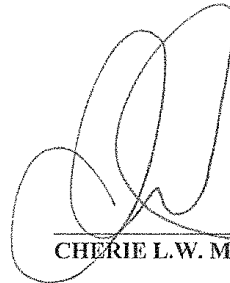
I, CHERIE L.W. MAH, of 1200 – 200 Burrard St., Vancouver, in the Province of British Columbia, MAKE OATH AND SAY AS FOLLOWS:

1. I am a lawyer with Borden Ladner Gervais LLP, solicitors for National Bank of Canada (the “Transferor”), am 16 years of age or older, and I have personal knowledge that the person who executed the Form C Modification of Covenant CA7457755 with respect to the Mortgage registered under Charge No. CA8971380 and the Assignment of Rents registered under Charge No. CA8971381 in favour of the Transferor against PID: 030-761-760 Lot A Block 16 District Lot 37 Group 1 New Westminster District Plan EPP88259 (the “Instrument”) for the Transferor were authorized to do so by the Transferor.
2. The Transferor existed at the time the Instrument was executed and is legally entitled to hold and dispose of land, or an interest in land, in British Columbia.
3. The signature of the authorized signatory for the Transferor was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c.250, because it is medically unsafe to meet with the authorized signatory of the Transferor in person due to COVID-19.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 9th day June, 2021.)



Mischa B. Zajtmann
Barrister and Solicitor
Suite 600, 1111 West Hastings Street
Vancouver, BC V6E 2J3



CHERIE L.W. MAH

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 375 North Kootenay Street**

Enactment of the attached By-law will reclassify the property at 375 North Kootenay Street from Category C to Category A on the RS-1 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 27, 2021.

Director of Legal Services
June 22, 2021

375 North Kootenay 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 reclassifying Lot 679, Except the South 15 Feet Now Lane, Town of Hastings Plan 100 from Category C to Category A on 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	

FELLOWS ST.

1	9	10
2		

15 BAL.	14	13	12	11
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TRINITY ST.

1	2	3	4	5	H	G	8
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16	15	14	13	B	C	D AMD.	F AMD.
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KOOTENAY ST.

675 W44'	A OF 675 AND 676	676 E44'	A	B	678	679
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1	2	W1/2 E1/2	683	W1/2 E1/2	682	W1/2 E1/2	681	W1/2 E1/2	B
									1

BOUNDARY RD.

A	772 W1/2 E1/2	A AMD. OF 771 AND 770	A AMD. OF 771 AND 770	B	A OF 769	B	C	D	767
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E	F	A OF 775	B	A OF 776	B	A OF 777	B	A OF 778	B	A OF 779	B	780
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ETON ST.

691 W1/2 E1/2	692 W1/2 E1/2	693 W1/2 E1/2	694 W1/2 E1/2	N1/2 695 S1/2
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A	B	C	698	697 W1/2 E1/2	696 W1/2 E1/2
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A OF 787	B	1 OF 786	2	A OF 785	B	A OF 784	B	A OF 783	B	A OF 782	B	781
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788 W1/2 E1/2	787A W1/2 E1/2	2 OF 786A	1	785A W1/2 E1/2	784A W1/2 E1/2	A EX. W1 OF 783A	1 782A
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CAMBRIDGE ST.

The property outlined in black () is reclassified from Category C to Category A on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

375 North Kootenay Street	map: 1 of 1 scale: NTS
<div style="display: flex; justify-content: space-between; align-items: center;"> City of Vancouver ↑ </div>	

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 420 Hawks Avenue**

After the Public Hearing on May 17, 2016, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
June 22, 2021

420 Hawks Avenue

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:

“

749	12762	420 Hawks Avenue
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”

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 Parking By-law
Re: 420 Hawks Avenue**

After the public hearing on May 17, 2016, Council resolved to add 420 Hawks 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
June 22, 2021

420 Hawks 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:

“

420 Hawks Avenue	12762	(749)	Parking, loading, and bicycle spaces in accordance with By-law requirements on September 15, 2020, except that no vehicle parking or loading spaces are required.
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”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1506 West 68th Avenue and 8405-8465 Granville Street**

Following the Public Hearing on June 5, 2018, 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
June 22, 2021

1506 West 68th Avenue
and 8405-8465 Granville Street

BY-LAW NO. _____

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

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

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

“

1506 West 68th Avenue and 8405-8465 Granville Street	CD-1(777)	13002	C-1
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”.

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1008 West 52nd Avenue**

Enactment of the attached By-law will delete 1008 West 52nd Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of June 11, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
June 22, 2021

1008 West 52nd 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 Lot 6, Block S of Blocks 12 and 17A, District Lot 526, Plan 6339; PID: 010-904-425 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 property outlined in black () is deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

1008 West 52nd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1920 Southwest Marine Drive**

Enactment of the attached By-law will delete 1920 Southwest Marine Drive from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 14, 2017 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
June 22, 2021

1920 Southwest Marine Drive

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:

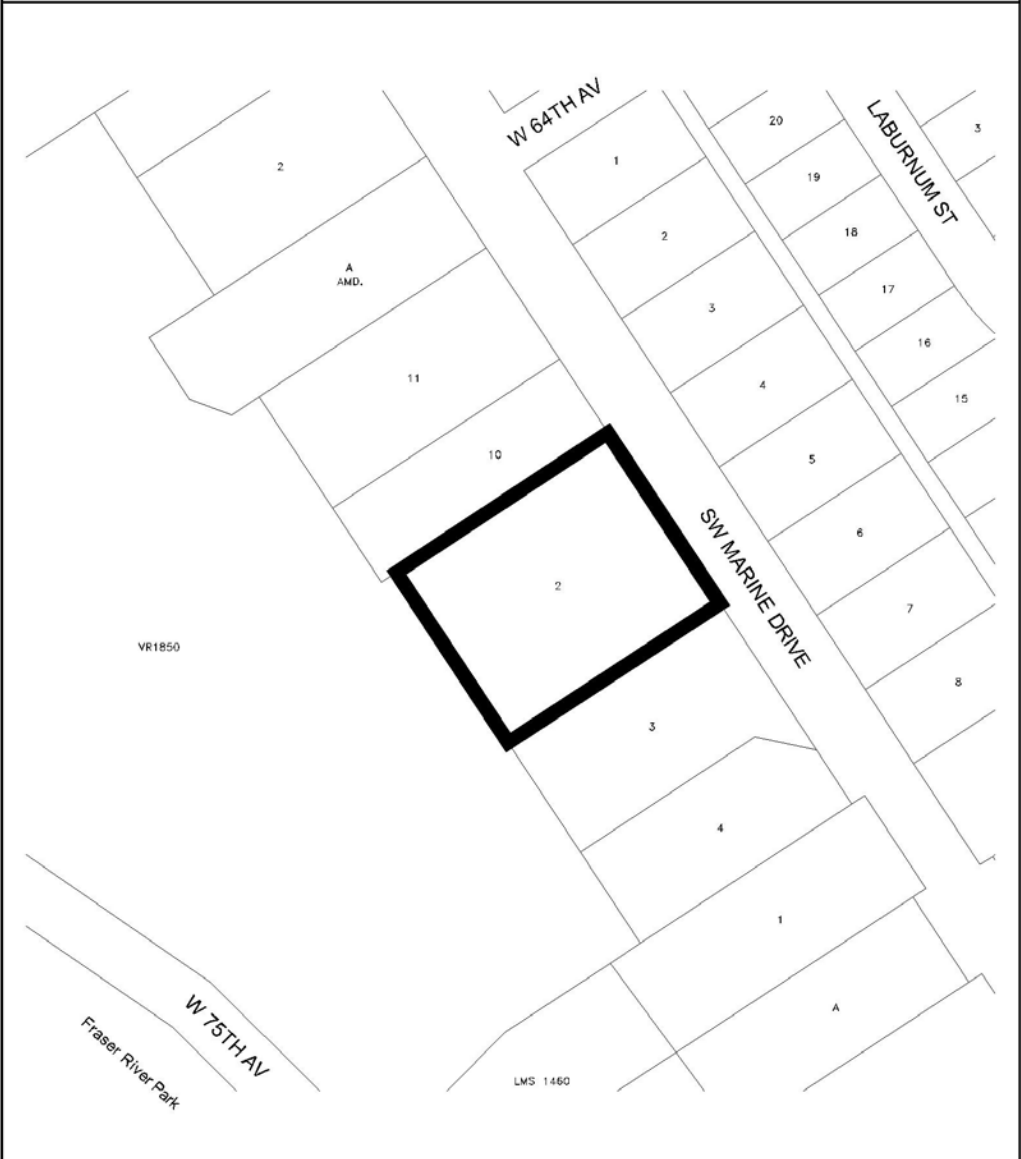
1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting Lot 2, Blocks 12, O and R, District Lot 317, Plan 19773; PID: 004-174-011 from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule 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

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



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

1920 South West Marine Drive

map: 1 of 1
scale: NTS



City of Vancouver

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 5190-5226 Cambie Street**

Enactment of the attached By-law will delete 5190-5226 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
June 22, 2021

5190-5226 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 the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 010-152-351; Lot 16, Block 840, District Lot 526, Plan 8324;
- (b) PID: 010-152-377; Lot 17, Block 840, District Lot 526, Plan 8324; and
- (c) PID: 010-152-407; Lot 18, Block 840, District Lot 526, Plan 8324.

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

5190-5226 Cambie Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-07

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 976 West 52nd Avenue and 6822-6868 Oak Street**

Enactment of the attached By-law will delete 976 West 52nd Avenue and 6822-6868 Oak 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
June 22, 2021

976 West 52nd Avenue and
6822-6868 Oak 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: 009-061-720; Lot 1, Block 880, District Lot 526, Plan 11706;
 - (b) PID: 009-061-789; Lot 2, Block 880, District Lot 526, Plan 11706;
 - (c) PID: 009-061-797; Lot 3, Block 880, District Lot 526, Plan 11706;
 - (d) PID: 009-061-801; Lot 4, Block 880, District Lot 526, Plan 11706; and
 - (e) PID: 010-031-898; Lot 5, Block 880, District Lot 526, Plan 9628.
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		
976 W 52nd Avenue & 6822-6868 Oak Street		map: 1 of 1 scale: NTS
City of Vancouver		date: 2021-06-07



EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 643-683 West 31st Avenue**

Enactment of the attached By-law will delete 643-683 West 31st Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 5, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
June 22, 2021

643-683 West 31st 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: 010-201-629; Lot 16, Block 779, District Lot 526, Plan 7206;
- (b) PID: 008-527-237; Lot 17, Block 779, District Lot 526, Plan 7206;
- (c) PID: 006-713-084; Lot 18, Block 779, District Lot 526, Plan 7206; and
- (d) PID: 010-691-618; Lot 19, Block 779, District Lot 526, Plan 7206.

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

643-683 West 31st Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-07

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 6250-6410 Oak Street**

Enactment of the attached By-law will delete 6250-6410 Oak 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
June 22, 2021

6250-6410 Oak 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: 009-272-003; Lot 3 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (b) PID: 009-272-011; Lot 4 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (c) PID: 005-114-691; Lot 5, Block H of Block 1008, District Lot 526, Plan 10874;
 - (d) PID: 009-272-020; Lot 6 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (e) PID: 009-272-038; Lot 7 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (f) PID: 006-029-914; Lot 8 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (g) PID: 004-334-191; Lot 9 of Lot H, Block 1008, District Lot 526, Plan 10874;
 - (h) PID: 009-272-046; Lot 10, Except Part in Explanatory Plan VAP 20475 of Lot H Block 1008, District Lot 526, Plan 10874; and
 - (i) PID: 09-272-054; Lot 11, Except Part in Explanatory Plan LMP5420, of Lot H Block 1008 District Lot 526 Plan 10874.
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.

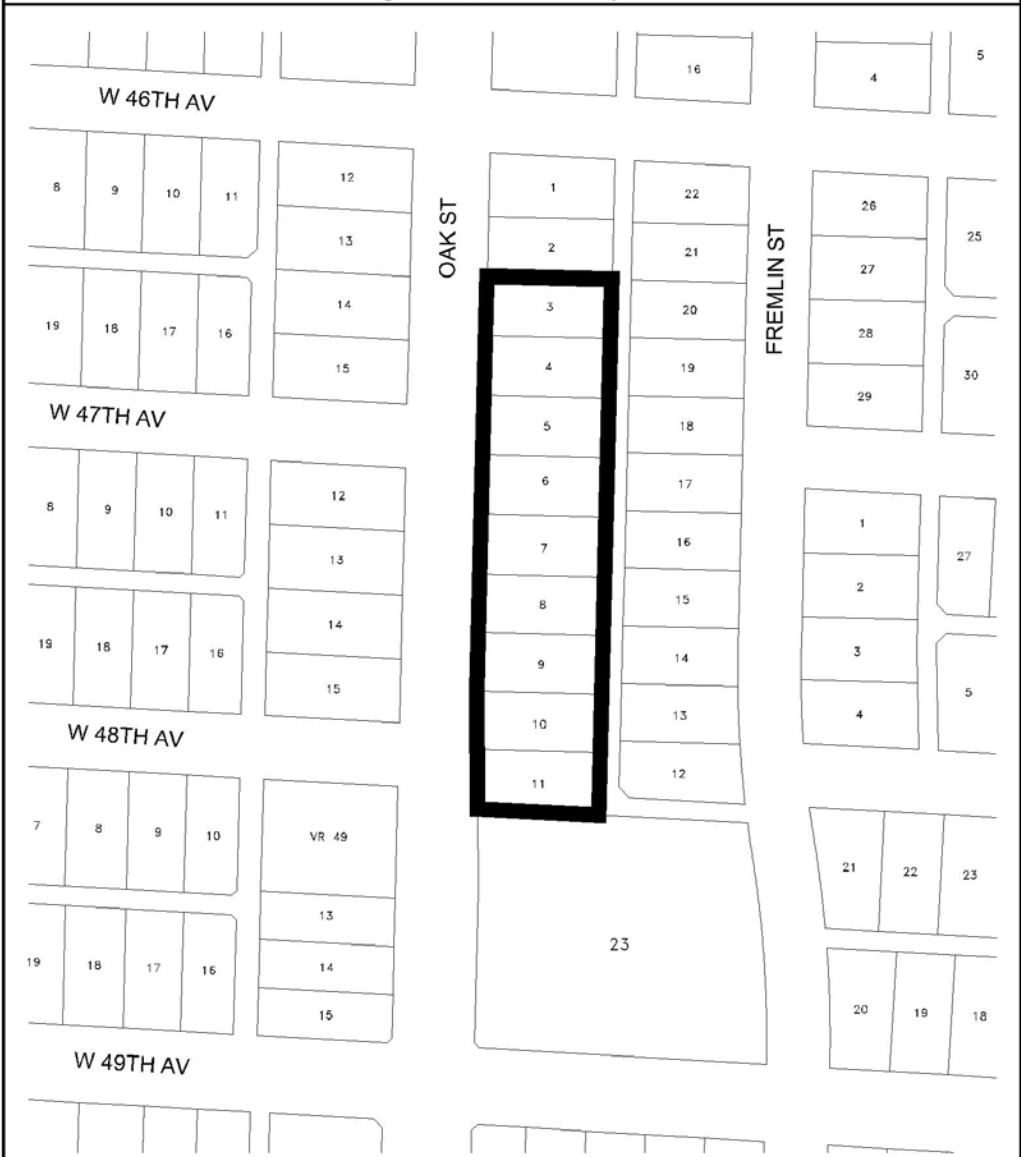
ENACTED by Council this _____ day of _____, 2021

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

6250-6410 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-07

EXPLANATION**A By-law to amend the Protection of Trees By-law
regarding the size of trees not requiring a permit for removal**

The attached By-law will implement Council's resolution of June 10, 2021 to amend the Protection of Trees By-law to change the diameter of a tree that requires a permit from 20 cm to 30 cm.

Director of Legal Services
June 22, 2021

BY-LAW NO.

**A By-law to amend the Protection of Trees By-law
regarding the size of trees not requiring a permit for removal**

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

1. This By-law amends the indicated provisions of the Protection of Trees By-law.
2. Council strikes the number “20” from section 2.2 of the By-law and replaces it with the number “30”.
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**Authorization to enter into a Housing Agreement
Re: 2543-2583 Renfrew Street and 2895 East 10th Street**

After public hearings on December 12, 17 and 18 2019, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (One-Family Dwelling) District and C-1 (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
June 22, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2543-2583 Renfrew Street and 2895 East 10th Street**

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

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

031-326-528

Lot 2 Block 2 South ½ of Section 35 Town of Hastings
Suburban Lands Group 1 New Westminster District Plan
EPP108718

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

29
PAGE 1 OF 3 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)
Lawson Lundell LLP (Scott J. Anderson)
Barristers & Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
32739-135391
2543-2583 Renfrew Street and 2895 East 10th Street
Housing Agreement (MIRHPP)

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND: [PID] [LEGAL DESCRIPTION]
031-326-528 LOT 2 BLOCK 2 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS
SUBURBAN LANDS GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP108718
STC? YES ☐ Deduct LTSA Fees? 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):
RENFREW & EAST 10TH (NO. 2) NOMINEE INC. (INC. NO. BC1089655)
GMI SERVICING INC (INC. NO. A0089688) (AS TO PRIORITY)

6. TRANSFEREE(S): (including postal address(es) and postal code(s))
CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER
V5Y 1V4
BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date		
Y	M	D
21	06	10

Transferor(s) Signature(s)

RENFREW & EAST 10TH (NO. 2)
NOMINEE INC., by its authorized
signatory(ies):

Print Name: DAE [Signature]

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 3 PAGES

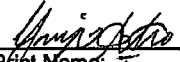
Officer Signature(s)

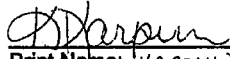
Execution Date

Y	M	D
21	06	11

Transferor / Borrower / Party Signature(s)

GMI SERVICING INC., by its
authorized signatory(ies):


Print Name: Jasmine Ateah


Print Name: KAROLYN KARINS

CITY OF VANCOUVER, by its
authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the above Covenant priority over Mortgage CA7748532 and Assignment of Rents CA7748533

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
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TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING

2543-2583 RENFREW STREET AND 2895 EAST 10TH AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, Renfrew & East 10th (No. 2) Nominee 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 continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RS-1 (Single-family Dwelling) District and C-1 (Commercial) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), 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 of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and
- D. The Owner is entering into this Agreement to satisfy the 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) **"Discharge"** has the meaning ascribed to that term in Section 8.1(b);
- (i) **"Discharge Date"** means the date upon which the Owner files the Discharge with the Land Title Office;
- (j) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the

Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

- (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (m) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
 - (n) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units;
 - (o) **"For-Profit Affordable Rental Housing Parcel"** has the meaning ascribed to that term in Section 8.1(a);
 - (p) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
 - (q) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
 - (r) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;

- (v) Employment Insurance and WorkSafe BC insurance;
- (vi) training allowances;
- (vii) income from the Resettlement Assistance Program;
- (viii) child support, maintenance payments or support from family/friends/community;
- (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly Income is greater than the imputed Income from the Asset; and
- (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;

- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers;
- (xxi) GST and Income Tax rebates; and
- (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (s) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (t) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (u) "**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;
- (v) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(q) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program;
- (w) "**Moderate Income Rental Housing Pilot Program**" means the pilot program adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 and November 26, 2019, which pilot program provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to moderate income households;
- (x) "**Moderate Income Rental Housing Rent Roll**" means a rent roll report providing information regarding the unit number, unit type, unit size and rent for each of the Moderate Income Rental Housing Units;
- (y) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;

- (ii) monthly rent rate;
- (iii) aggregate household Income of the Occupants, based on the most current information available to the Owner pursuant to Section 2.1(h);
- (iv) number of Occupants residing therein;
- (v) number of bedrooms contained therein;
- (vi) length of occupancy of the current Tenant; and
- (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(h); and

such report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (z) **"Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"Moderate Income Rental Housing Unit"** means any one of such units;
- (aa) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (bb) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (cc) **"Occupants"** means persons for whom a Rental Housing Unit serves as their principal residence and an **"Occupant"** means any one of them, as the context requires;
- (dd) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely, **Renfrew & East 10th (No. 2) Nominee Inc.**, and its successors and assigns;
- (ee) **"Personal Information Protection Act"** means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ff) **"Principal Residence"** means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;

- (gg) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (hh) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (ii) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (jj) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (kk) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (ll) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (mm) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (nn) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (oo) **"Statement of Moderate Income Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(h), the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;

- (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
- (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (pp) **"Tenancy Agreement"** means a tenancy agreement, lease, licence or other agreement granting rights to occupy a Moderate Income Rental Housing Unit;
- (qq) **"Tenant"** means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (rr) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ss) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (tt) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (uu) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2

RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
 - (a) prior to the Discharge Date, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) after the Discharge Date, the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) and the For-Profit Affordable Rental Housing Parcel will not be used in any way that is inconsistent with the terms of this Agreement;
 - (c) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (d) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "**For-Profit Affordable Rental Housing Units**"), provided that For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "**Moderate Income Rental Housing Units**"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all

applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or 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 Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement For-Profit Affordable Rental Housing Units**") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "**Replacement Moderate Income Rental Housing Units**") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units, the Moderate Income Rental Housing Units and the For-Profit Affordable Rental Housing Parcel are pursuant to this Agreement;

- (e) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;
 will have two or more bedrooms;
- (f) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(q);
 - (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;

- (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
 - (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
 - (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not sublease the Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part; and
 - (E) a clause:
 - I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(h); and

- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(h)(ii) every five (5) years following the date on which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(f)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(f)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(f)(v)(D)I to 2.1(f)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (g) if the Owner has terminated a Tenancy Agreement as a result of a breach of any of the material terms of the Tenancy Agreement specified in Sections 2.1(f)(v)(D)I to 2.1(f)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (h) in connection with Section 2.1(f), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there

will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (i) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (j) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;
- (k) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 8;
- (l) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(j), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(k), 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;
- (m) the Owner will:
 - (i) prior to the Discharge Date, keep and maintain the New Building and all parts thereof; and
 - (ii) after to the Discharge Date, keep and maintain the For-Profit Affordable Rental Housing Units and the For-Profit Affordable Rental Housing Parcel and all parts thereof,

in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (n) if:
 - (i) prior to the Discharge Date, the New Building or any part thereof, is damaged; and

- (ii) after the Discharge Date, the For-Profit Affordable Rental Housing Units or any part thereof are damaged,

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 reasonable wear and tear excepted;

- (o) the Owner will insure, or cause to be insured:

- (i) prior to the Discharge Date, the New Building; and

- (ii) after the Discharge Date, the For-Profit Affordable Rental Housing Units and the For-Profit Affordable Rental Housing Parcel,

to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

- (p) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

<u>UNIT TYPE</u>	<u>AVERAGE SIZE (APARTMENT)</u>	<u>AVERAGE SIZE (TOWNHOUSE)</u>
Studio	42 square metres	N/A
1 Bedroom	56 square metres	56 square metres
2 Bedrooms	77 square metres	90 square metres
3 Bedrooms	97 square metres	112 square metres
4 Bedrooms	N/A	125 square metres

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size;

- (q) with respect to the Moderate Income Rental Housing Units:

- (i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

<u>UNIT TYPE</u>	<u>AVERAGE MONTHLY STARTING RENTS</u>
Studio	\$950
1 Bedroom	\$1,200
2 Bedrooms	\$1,600
3 Bedrooms	\$2,000

- (ii) the unit numbers, unit type and rents to be charged by the Owner to the first Tenants of each of the Moderate Income Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Moderate Income Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of each of the Development Permit, the Building Permit and the Occupancy Permit;
- (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Moderate Income Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Moderate Income Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Moderate Income Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Moderate Income Rental Housing Unit will be the same as the rent for the former Moderate Income Housing Rental Unit; and
- (iv) the Owner shall not increase the rents for any of the Moderate Income Rental Housing Units, except for annual increases in rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit.

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

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
BUILDING RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final Moderate Income Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(o), is in force and effect, in form and substance satisfactory to the City;
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

- 6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged of//for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:
 - (a) on each anniversary of the date of issuance of the first Occupancy Permit for any

portion of the For-Profit Affordable Rental Housing Parcel or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;

- (b) within ninety (90) days of:
 - (i) a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,

complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
- (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(o); and
- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 7 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement

- C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *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;

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, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained “but for” any of the following:
- (i) this Agreement;
 - (ii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner’s Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

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 SUBDIVISION OF THE LANDS

- 8.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(k):

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

ARTICLE 9 NOTICES

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

If to the City, addressed to:

City of Vancouver

453 West 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

If to the Owner, addressed to:

Renfrew & East 10th (No.2) Nominee Inc.
 #570 - 1285 West Broadway
 Vancouver, British Columbia
 V6H 3X8

Attention: President

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto subject to ARTICLE 8. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, 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.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(f)(vi),

and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(d) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

- 10.4 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.
- 10.5 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.
- 10.6 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.
- 10.7 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.

- 10.8 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*.
- 10.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(j) and 2.1(k):

- (a) prior to the Discharge Date, the Owner of the Lands and the New Building; or
- (b) after the Discharge Date, the Owner of the For-Profit Affordable Rental Housing Parcel;

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 such Owner under this Agreement. The provisions in this Section 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

- 10.10 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.
- 10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability

arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7748532 and the Assignment of Rents registered under number CA7748533;
- (b) **"Existing Chargeholder"** means **GMI SERVICING INC.**;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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

**CANADA
PROVINCE OF BRITISH COLUMBIA**

IN THE MATTER OF:

PID: 031-326-528, LOT 2 BLOCK 2 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS
SUBURBAN LANDS GROUP 1 NWD PLAN EPP108718

AND: Form C Housing Agreement to be filed herewith

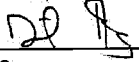
AFFIDAVIT OF EXECUTION

I, Gordon A. Love, of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY:

1. I am 16 years of age or older and am acquainted with Jasmine Ateah, one of the persons named in the instrument as one of the authorized signatories of the Transferor, GMI Servicing Inc.
2. Each of the authorized signatories of the Transferor is authorized to execute the instrument on behalf of the Transferor.
3. I am acquainted with the signature of Jasmine Ateah, the authorized signatory of the Transferor through the use of video conferencing technology and believe that the signature subscribed to the instrument is the signature of the authorized signatory of the Transferor.
4. To the best of my knowledge, the Transferor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
5. The signature of the authorized signatory of the Transferor was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because due to the Covid-19 pandemic it was medically unsafe for the authorized signatory of the Transferor to appear in person before an officer.
6. The authorized signatory of the Transferor was not physically present before me because it was medically unsafe to meet her in person due to Covid-19 but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME by the above-
named deponent at the City of
Vancouver, in the Province of British
Columbia, this 11th day of June, 2021.



Name

Address **DAVID J. SELLEY**
Barrister • Solicitor
FARRIS LLP

2500 - 700 West Georgia Street
P.O. Box 10026, Pacific Centre

Occupation **Vancouver, BC V7Y 1B3**



GORDON ALEXANDER LOVE

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2603-2655 Renfrew Street**

After public hearings on December 12, 17 and 18 2019, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
June 22, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 2603-2655 Renfrew Street**

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

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

031-326-501

Lot 1 Block 3 South ½ of Section 35 Town of Hastings
Suburban Lands Group 1 New Westminster District Plan
EPP108718

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

29
PAGE 1 OF 1 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)

Lawson Lundell LLP (Scott J. Anderson)

Barristers & Solicitors

32739-135391

1600 - 925 West Georgia Street

2603-2655 Renfrew Street

Vancouver

BC V6C 3L2

Housing Agreement (MIRHPP)

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

Deduct LTSA Fees? Yes ☒

031-326-501

LOT 1 BLOCK 3 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS
SUBURBAN LANDS GROUP 1 NEW WESTMINSTER DISTRICT PLAN
EPP108718

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):

RENFREW & EAST 10TH NOMINEE INC. (INC. NO. BC1089647)

GMI SERVICING INC (INC. NO. A0089688) (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)

SCOTT J. ANDERSON

Barrister & Solicitor

1600 - 925 WEST GEORGIA ST.

VANCOUVER, B.C. V6C 3L2

(604) 685-3456

Execution Date

Y	M	D
21	06	10

Transferor(s) Signature(s)

RENFREW & EAST 10TH
NOMINEE INC., by its authorized
signatory(ies):

Print Name: Dore Molnar

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 29
3 PAGES

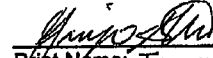
Officer Signature(s)

Execution Date

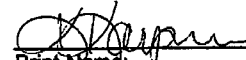
Y	M	D
21	06	11

Transferor / Borrower / Party Signature(s)

GMI SERVICING INC., by its
authorized signatory(ies):



Print Name: Jasmine Ateah



Print Name:
KARDLYN KARPINS

CITY OF VANCOUVER, by its
authorized signatory:

Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E**

29

SCHEDULE

PAGE 3 OF 8 PAGES

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 CA7748532 and Assignment of Rents
CA7748533

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 SECURED RENTAL AND MODERATE INCOME RENTAL HOUSING

2603-2655 RENFREW STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, Renfrew & East 10th Nominee 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 continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RS-1 (Single-family Dwelling) District to CD-1 (Comprehensive Development) District, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "**Rezoning By-law**"), 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 of the residential units as secured rental housing units with at least 20 percent of the residential floor areas counted in the calculation of the floor space ratio secured as Moderate Income Rental Housing Units pursuant to Section 3.1A of the Vancouver DCL Bylaw, for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the public hearing (collectively, the "**Housing Condition**"); and
- D. The Owner is entering into this Agreement to satisfy the 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

{01386969v3}

Housing Agreement and Building Use Covenant
2603-2655 Renfrew Street

32739.135391.SJA1.19940059.2

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and his or her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) **"Discharge"** has the meaning ascribed to that term in Section 8.1(b);
- (i) **"Discharge Date"** means the date upon which the Owner files the Discharge with the Land Title Office;
- (j) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"Eligible Person"** means a person who:
 - (i) at the beginning of such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to four (4) times the annual rent of such Moderate Income Rental Housing Unit;
 - (ii) thereafter throughout such person's tenancy of a Moderate Income Rental Housing Unit, together with all other Occupants of such Moderate Income Rental Housing Unit, have an aggregate annual household Income that is less than or equal to five (5) times the annual rent of such Moderate Income Rental Housing Unit; and
 - (iii) throughout such person's tenancy of a Moderate Income Rental Housing Unit, will:
 - (A) not permit such Moderate Income Rental Housing Unit to be occupied by a person or persons other than those persons identified in the

Tenancy Agreement for more than 60 consecutive days or more than 90 days in total in any calendar year, without the prior written consent of the Owner;

- (B) not permit such Moderate Income Rental Housing Unit to be occupied by a total number of Occupants less than the total number of bedrooms therein;
 - (C) occupy such Moderate Income Rental Housing Unit as his or her Principal Residence and not permit any Occupant to occupy such Moderate Income Rental Housing Unit unless such Moderate Income Rental Housing Unit is the Occupant's Principal Residence;
 - (D) not permit such Moderate Income Rental Housing Unit to be vacant for a period of six months or longer, cumulatively within a calendar year, without the prior written consent of the Owner; and
 - (E) not sublet such Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part;
- (m) **"Floor Space Ratio"** means the figure obtained when the area of the floors of the New Building is divided by the area of the Lands;
 - (n) **"For-Profit Affordable Rental Housing"** means multiple Dwelling Units within a building for use as Rental Housing which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be "for-profit affordable rental housing" (as defined therein), but does not include alterations of or extensions to those Dwelling Units;
 - (o) **"For-Profit Affordable Rental Housing Parcel"** has the meaning ascribed to that term in Section 8.1(a);
 - (p) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
 - (q) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and delegates and their respective nominees;
 - (r) **"Income"** of an Occupant means the total annual world-wide income before income tax from all sources of the Occupant and includes without limitation, the following income sources:
 - (i) income assistance;
 - (ii) employment, including regular overtime, vacation pay and gratuities;
 - (iii) self-employment, including commission sales;
 - (iv) seasonal employment;

- (v) Employment Insurance and WorkSafe BC insurance;
- (vi) training allowances;
- (vii) income from the Resettlement Assistance Program;
- (viii) child support, maintenance payments or support from family/friends/community;
- (ix) rental income from real estate or dividends from stocks or bonds, if the real monthly income is greater than the imputed income from the Asset; and
- (x) pension incomes including:
 - (A) old Age Security, Guaranteed Income Supplement, Allowance, and Allowance for the Survivor (formerly Spousal Allowance);
 - (B) senior's supplement;
 - (C) private pension plans including Registered Retirement Income Funds;
 - (D) Canada Pension Plan, including retirement, disability, orphans, widows, disability for child, etc.
 - (E) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada (included for calculations with an effective date prior to January, 2013); and
 - (F) foreign pensions,

but does not include:

- (xi) earnings of dependent children aged 18 and under (regardless of student status);
- (xii) student loans, equalization payments, student grants and scholarships;
- (xiii) taxable benefits, including living out or travel allowances, medical coverage, uniform allowance, etc.;
- (xiv) Shelter Aid for Elderly Renters and Rental Assistance Program payments;
- (xv) Canada Child Tax Benefits, including the National Child Benefit Supplement, Child Disability Benefit, BC Family Bonus, and BC Earned Income Benefit;
- (xvi) Universal Child Care Benefits;
- (xvii) BC Childcare Subsidy;

- (xviii) income from foster parenting;
- (xix) Child in Home of Relative and Extended Family Program;
- (xx) income from approved live-in care givers;
- (xxi) GST and Income Tax rebates; and
- (xxii) War Veteran's Allowance and Disability Pension from Veteran's Affairs Canada;
- (s) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (t) "**Lands**" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (u) "**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;
- (v) "**Moderate Income Rental Housing**" means a portion of the For-Profit Affordable Rental Housing in a building that is comprised of at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio consisting of Dwelling Units with average rents per unit type that meet the requirements of Section 2.1(q) of this Agreement, are made available for rent only to Eligible Persons in accordance with this Agreement and comply with the Moderate Income Rental Housing Pilot Program;
- (w) "**Moderate Income Rental Housing Pilot Program**" means the pilot program adopted by City Council on November 28, 2017, as amended on December 5, 2017, May 4, 2018 and November 26, 2019, which pilot program provides for, *inter alia*, the process, project requirements and available incentives for the development of new buildings where 100% of the residential floor area is secured rental housing and at least 20% of the residential floor area that is counted in the calculation of the Floor Space Ratio is made available to moderate income households;
- (x) "**Moderate Income Rental Housing Rent Roll**" means a rent roll report providing information regarding the unit number, unit type, unit size and rent for each of the Moderate Income Rental Housing Units;
- (y) "**Moderate Income Rental Housing Report**" means a notarized annual report prepared by the Owner and delivered to the City providing information regarding each of the Moderate Income Rental Housing Units, including but not limited to the following:
 - (i) unit number for the Moderate Income Rental Housing Unit;

- (ii) monthly rent rate;
- (iii) aggregate household Income of the Occupants, based on the most current information available to the Owner pursuant to Section 2.1(h);
- (iv) number of Occupants residing therein;
- (v) number of bedrooms contained therein;
- (vi) length of occupancy of the current Tenant; and
- (vii) the results of the verification conducted by the Owner pursuant to Section 2.1(h); and

such report shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (z) "**Moderate Income Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(d) and "**Moderate Income Rental Housing Unit**" means any one of such units;
- (aa) "**New Building**" means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (bb) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (cc) "**Occupants**" means persons for whom a Rental Housing Unit serves as their principal residence and an "**Occupant**" means any one of them, as the context requires;
- (dd) "**Owner**" means the registered owner of the Lands as of the Effective Date, namely, **Renfrew & East 10th Nominee Inc.**, and its successors and assigns;
- (ee) "**Personal Information Protection Act**" means the *Personal Information Protection Act*, S.B.C. 2003, c.63, and all amendments thereto and re-enactments thereof;
- (ff) "**Principal Residence**" means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs, including, without limitation, paying bills and receiving mail, and is generally the residential address used on documentation related to billing, identification, taxation and insurance purposes, including, without limitation, income tax returns, Medical Services Plan documentation, driver's licenses, personal identification, vehicle registration and utility bills and, for the purposes of this agreement, a person may only have one principal residence;

- (gg) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (hh) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (ii) **"Replacement For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"Replacement For-Profit Affordable Rental Housing Unit"** means one such unit;
- (jj) **"Replacement Moderate Income Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(d) and **"Replacement Moderate Income Rental Housing Unit"** means one such unit;
- (kk) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78 and all amendments thereto and re-enactments thereof;
- (ll) **"Residential Tenancy Regulation"** means the *Residential Tenancy Regulation*, B.C. Reg. 477/2003 and all amendments thereto and re-enactments thereof;
- (mm) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (nn) **"Rezoning By-law"** has the meaning ascribed to that term in Recital C;
- (oo) **"Statement of Moderate Income Rental Housing Unit Eligibility"** means a notarized statement, prepared by the Owner and delivered to the City, that states the following in respect of a Moderate Income Rental Housing Unit:
 - (i) confirmation that, to the best of the Owner's knowledge based on the most current information available to the Owner pursuant to Section 2.1(h), the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person;

- (ii) description of all of the actions and procedures that the Owner has undertaken to verify that the Tenant of such Moderate Income Rental Housing Unit is an Eligible Person; and
- (iii) such other information regarding such Moderate Income Rental Housing Unit and its Occupants as the General Manager of Planning, Urban Design and Sustainability may otherwise require;

provided that such statement shall not include the names or information of any Tenants or Occupants and shall otherwise be satisfactory to the General Manager of Planning, Urban Design and Sustainability in form and substance;

- (pp) "**Tenancy Agreement**" means a tenancy agreement, lease, licence or other agreement granting rights to occupy a Moderate Income Rental Housing Unit;
- (qq) "**Tenant**" means an Eligible Person who is a tenant of a Moderate Income Rental Housing Unit by way of a Tenancy Agreement;
- (rr) "**Term**" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ss) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (tt) "**Vancouver Charter**" means the *Vancouver Charter* S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof; and
- (uu) "**Vancouver DCL By-law**" means the City's Vancouver Development Cost Levy By-law No. 9755, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term:
- (a) prior to the Discharge Date, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) after the Discharge Date, the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) and the For-Profit Affordable Rental Housing Parcel will not be used in any way that is inconsistent with the terms of this Agreement;
 - (c) at its sole cost and expense, it will construct, fit and finish the New Building, including the For-Profit Affordable Rental Housing Units (including the Moderate Income Rental Housing Units) any amenities and parking spaces, in accordance with this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (d) all of the Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units"), provided that For-Profit Affordable Rental Housing Units comprising not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing (the "Moderate Income Rental Housing Units"), all in accordance with the terms of this Agreement, the Rezoning By-law, the Development Permit, the Building Permit and all

applicable City by-laws and policies and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or 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 Dwelling Units as the New Building formerly contained, which replacement Dwelling Units during the remainder of the Term, will also be used only for the purpose of providing For-Profit Affordable Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Units") and Moderate Income Rental Housing (such replacement Dwelling Units hereinafter referred to as a "Replacement Moderate Income Rental Housing Units") respectively, in the same percentages as set out in this Section and in accordance with the terms of this Agreement and the applicable by-laws of the City and such Replacement For-Profit Affordable Rental Housing Units and Replacement Moderate Income Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restrictions, respectively, as the For-Profit Affordable Rental Housing Units, the Moderate Income Rental Housing Units and the For-Profit Affordable Rental Housing Parcel are pursuant to this Agreement;

- (e) not less than:
 - (i) 35% of the For-Profit Affordable Rental Housing Units; and
 - (ii) 35% of the Moderate Income Rental Housing Units;
 will have two or more bedrooms;
- (f) each of the Moderate Income Rental Housing Units shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person and except in accordance with the following conditions:
 - (i) each Moderate Income Rental Housing Unit shall be rented only pursuant to a Tenancy Agreement, which Tenancy Agreement shall include a copy of this Agreement;
 - (ii) each Moderate Income Rental Housing Unit shall be rented for a monthly rent not exceeding the rent permitted to that type of Moderate Income Housing Unit, as described in Section 2.1(q);
 - (iii) each Moderate Income Rental Housing Unit shall be occupied only by an Eligible Person who is occupying such Moderate Income Rental Housing Unit as his or her Principal Residence and the Principal Residence of such other Occupants of the Eligible Person's household as specified in the Tenancy Agreement between the Owner and the Eligible Person for the rental thereof;
 - (iv) each Moderate Income Rental Housing Unit shall have at least one Occupant per bedroom thereof;

- (v) each Tenancy Agreement shall include:
 - (A) a clause requiring the Tenant and each permitted Occupant of the respective Moderate Income Rental Housing Unit to comply with this Agreement;
 - (B) the names of all Occupants of the respective Moderate Income Rental Housing Unit;
 - (C) a term that is either on a month-to-month basis or for a fixed term of less than six (6) months;
 - (D) one or more clauses providing that the Tenant acknowledges and agrees that, among other terms, the following are material terms of the Tenancy Agreement:
 - I. the Tenant is and remains an Eligible Person at all times during the term of the Tenancy Agreement;
 - II. any person not identified in the Tenancy Agreement shall not reside at the Moderate Income Rental Housing Unit for more than 60 consecutive days or more than 90 days total in any calendar year, unless the Tenant receives prior written consent from the Owner;
 - III. the Moderate Income Rental Housing Unit will have at least one Occupant per bedroom thereof;
 - IV. the Moderate Income Rental Housing Unit will not be vacant for six months or longer, cumulatively, within a calendar year, without the prior written consent of the Owner;
 - V. the Moderate Income Rental Housing Unit will at all times during the term of the Tenancy Agreement be the Principal Residence of the Tenant and the other Occupants in the Tenant's household as specified in the Tenancy Agreement; and
 - VI. the Tenant will not sublease the Moderate Income Rental Housing Unit or assign the Tenancy Agreement in whole or in part; and
 - (E) a clause:
 - I. wherein the Tenant consents to the collection, use and retention by the Owner and disclosure to the City of information, documentation and evidence described in Section 2.1(h); and

- II. requiring the Tenant to deliver to the Owner the information, documentation and evidence described in Section 2.1(h)(ii) every five (5) years following the date on which the Tenant first occupies the Moderate Income Rental Housing Unit,

unless otherwise permitted by the General Manager of Planning, Urban Design and Sustainability in his or her sole discretion; and

- (vi) subject to any contrary provisions in the *Residential Tenancy Act*, as determined to be contrary by a ruling or decision of any judicial body having jurisdiction, if the Tenant is in breach of any of the material terms described in Section 2.1(f)(v)(D), the Owner will take all necessary steps to end the tenancy of the Tenant in the respective Moderate Income Rental Housing Unit, which steps will include:
 - (A) providing the Tenant with a written notice specifying the breach forthwith upon the Owner becoming aware of any breach;
 - (B) providing the Tenant with a reasonable time to remedy the breach after such written notice has been provided;
 - (C) if the Tenant does not remedy the breach within the time specified in Section 2.1(f)(vi)(B), providing the Tenant with a written notice of termination of the Tenancy Agreement that will be effective two (2) months, except in respect of a breach of the material terms specified in Sections 2.1(f)(v)(D)I to 2.1(f)(v)(D)III in which case the termination will be effective six (6) months, following the date that the Owner has delivered such written termination notice to the Tenant; and
 - (D) causing all Occupants of the respective Moderate Income Rental Housing Unit to vacate the Moderate Income Rental Housing Unit upon the effective date of termination;
- (g) if the Owner has terminated a Tenancy Agreement as a result of a breach of any of the material terms of the Tenancy Agreement specified in Sections 2.1(f)(v)(D)I to 2.1(f)(v)(D)III, the Owner shall offer another For-Profit Affordable Rental Housing Unit for rent to the former Tenant, subject to availability for rental of For-Profit Affordable Rental Housing Units and eligibility of the former Tenant in respect of other Moderate Income Rental Housing Units;
- (h) in connection with Section 2.1(f), throughout the Term, the Owner shall:
 - (i) prior to renting a Moderate Income Rental Housing Unit to a prospective tenant, or upon the change of any Occupants residing within a Moderate Income Rental Housing Unit from the Occupants listed in the Tenancy Agreement, verify, by obtaining all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that there

will be at least one Occupant per bedroom for such Moderate Income Rental Housing Unit upon occupancy; and

- (ii) not less than once every five (5) years after the date on which a Moderate Income Rental Housing Unit was rented to a Tenant, verify, by all information, documentation or evidence necessary or such other information, documentation or evidence that the General Manager of Planning, Urban Design and Sustainability may deem necessary, that such prospective tenant is an Eligible Person and that such Moderate Income Rental Housing Unit continues to have at least one Occupant per bedroom;
- (i) the Owner will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (j) except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.9;
- (k) the Owner will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 8;
- (l) any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(j), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(k), 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;
- (m) the Owner will:
 - (i) prior to the Discharge Date, keep and maintain the New Building and all parts thereof; and
 - (ii) after to the Discharge Date, keep and maintain the For-Profit Affordable Rental Housing Units and the For-Profit Affordable Rental Housing Parcel and all parts thereof,

in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (n) if:
 - (i) prior to the Discharge Date, the New Building or any part thereof, is damaged; and

- (ii) after the Discharge Date, the For-Profit Affordable Rental Housing Units or any part thereof are damaged,

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 reasonable wear and tear excepted;

- (o) the Owner will insure, or cause to be insured:

- (i) prior to the Discharge Date, the New Building; and

- (ii) after the Discharge Date, the For-Profit Affordable Rental Housing Units and the For-Profit Affordable Rental Housing Parcel,

to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;

- (p) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

<u>UNIT TYPE</u>	<u>AVERAGE SIZE (APARTMENT)</u>	<u>AVERAGE SIZE (TOWNHOUSE)</u>
Studio	42 square metres	N/A
1 Bedroom	56 square metres	56 square metres
2 Bedrooms	77 square metres	90 square metres
3 Bedrooms	97 square metres	112 square metres
4 Bedrooms	N/A	125 square metres

except that the floor area used for stairways within the townhouse units of two or more storeys is excluded from the calculation of maximum unit size;

- (q) with respect to the Moderate Income Rental Housing Units:

- (i) the average initial starting monthly rents for each unit type will be at or below the following amounts:

<u>UNIT TYPE</u>	<u>AVERAGE MONTHLY STARTING RENTS</u>
Studio	\$950
1 Bedroom	\$1,200
2 Bedrooms	\$1,600
3 Bedrooms	\$2,000

- (ii) the unit numbers, unit type and rents to be charged by the Owner to the first Tenants of each of the Moderate Income Rental Housing Units in the New Building following issuance of the Occupancy Permit will be set out in a Moderate Income Rental Housing Rent Roll and delivered by the Owner to the City for approval by the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, prior to the issuance of each of the Development Permit, the Building Permit and the Occupancy Permit; and
- (iii) following the issuance of the Occupancy Permit, subject to the terms of this Agreement, including, without limitation, that not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing and provided the Owner has received approval in writing from the General Manager of Planning, Urban Design and Sustainability, in his or her sole discretion, if a Moderate Income Rental Housing Unit is occupied by a Tenant who was formerly an Eligible Person but no longer meets the eligibility requirements therefor, the Owner may substitute and re-assign the designation of such Dwelling Unit as a Moderate Income Housing Rental Unit to another Dwelling Unit in the New Building, which is the same unit type and is equal to or greater in size to the Dwelling Unit being substituted, on a one-for-one basis, such that the unit type mix and number of Moderate Income Housing Rental Units in the New Building remain unchanged and the initial rent for the newly assigned Moderate Income Rental Housing Unit will be the same as the rent for the former Moderate Income Housing Rental Unit; and
- (iv) the Owner shall not increase the rents for any of the Moderate Income Rental Housing Units, except for annual increases in rent following the issuance of an Occupancy Permit by an amount not to exceed the annual allowable increase in rent permitted under the provisions of the *Residential Tenancy Act* and the *Residential Tenancy Regulation*, which as of the date of this Agreement, are Section 43(1) (a) of the *Residential Tenancy Act* and Section 22 of the *Residential Tenancy Regulation*, respectively (as each such section may be amended or replaced from time to time) and for clarity, the Owner shall not increase the rent for a Moderate Income Rental Housing Unit in any other circumstance, including but not limited to, any change in tenancy or occupancy of a Moderate Income Rental Housing Unit.

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

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
BUILDING RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Building Permit, and will take no action, directly or indirectly, to compel the issuance of any Building Permit, until such time as the Owner has delivered a Moderate Income Rental Housing 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 tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (ii) the City will be under no obligation to issue any Building Permit until such time as the Owner has complied with Section 4.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability:
 - (A) a final Moderate Income Rental Housing Rent Roll confirming the rents to be charged to the first tenants of the Moderate Income Rental Housing Units following issuance of the Occupancy Permit and the unit type mix and size, which rents, unit type mix and size shall comply with those applicable to the Moderate Income Rental Housing Units in accordance with this Agreement and the Development Permit; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(o), is in force and effect, in form and substance satisfactory to the City;
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

6.1 The Owner will keep accurate records pertaining to the use, occupancy and rental rates charged off/for the Moderate Income Rental Housing Units, such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. The Owner will:

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Housing Agreement and Building Use Covenant
2603-2655 Renfrew Street

32739.135391.SJA1.19940059.2

- (a) on each anniversary of the date of issuance of the first Occupancy Permit for any portion of the For-Profit Affordable Rental Housing Parcel or at the request of the City, provide an updated Moderate Income Rental Housing Report to the General Manager of Planning, Urban Design and Sustainability;
- (b) within ninety (90) days of:
 - (i) a change in any Occupant of a Moderate Income Rental Housing Unit;
 - (ii) the date that is the fifth anniversary of the date on which a Moderate Income Rental Housing Unit was rented to a Tenant and every five (5) years thereafter; and
 - (iii) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time,
 complete and deliver to the City a Statement of Moderate Income Rental Housing Unit Eligibility in respect of such Moderate Income Rental Housing Unit;
- (c) at the request of the General Manager of Planning, Urban Design and Sustainability, from time to time:
 - (i) make such records available for audit, inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (ii) provide evidence of the insurance required to be taken out pursuant to Section 2.1(o); and
- (d) comply with the *Personal Information Protection Act* in collecting, using, retaining and disclosing the information of any person, Tenant or Occupant pursuant to its obligations under this Agreement and any Tenancy Agreement.

ARTICLE 7 RELEASE AND INDEMNITY

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

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

- B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement
 - C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *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;

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, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel; and

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
- (i) this Agreement;
 - (ii) the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement;

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

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

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 SUBDIVISION OF THE LANDS

8.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(k):

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

ARTICLE 9 NOTICES

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

- (a) if made by registered mail, on the earlier of the day receipt is acknowledged by the addressee or the third day after it was mailed, except when there is a postal service

disruption during such period, in which case delivery will be deemed to be completed upon actual delivery of the notice, demand or request; and

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

If to the City, addressed to:

City of Vancouver
453 West 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

If to the Owner, addressed to:

Renfrew & East 10th Nominee Inc.
#570 - 1285 West Broadway
Vancouver, British Columbia
V6H 3X8

Attention: President

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto, subject to ARTICLE 8. Upon the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof in accordance with the provisions of Section 10.9, 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.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;

- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

10.3 Application of Residential Tenancy Act to Termination Notice. The City agrees that, in the event the Owner delivers a termination notice to a Tenant pursuant to Section 2.1(f)(vi), and such termination notice is found to be ineffective by a ruling or decision of any judicial body having jurisdiction in connection with the *Residential Tenancy Act*, provided that the termination notice was not found to be ineffective by reason of an error by or the negligence of the Owner, including any error by the Owner in delivering the termination notice in accordance with, or complying with the applicable time limits in, the *Residential Tenancy Act* or *Residential Tenancy Regulation*, the Owner shall not be in breach of its obligation to ensure that:

- (a) not less than twenty (20) percent of the residential floor areas that are counted in the calculation of the Floor Space Ratio of the New Building will be used only for the purpose of providing Moderate Income Rental Housing, as set out in Section 2.1(d) as a result of such termination notice being ineffective and for clarity, the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall continue to count towards the aforementioned twenty (20) percent of the residential floor areas, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant; and
- (b) the Moderate Income Rental Housing Unit to which such ineffective termination notice relates shall not be rented, leased, licenced, used or otherwise permitted to be occupied unless it is rented, leased, licenced, used to or occupied by an Eligible Person, for the remainder of the period that such Moderate Income Rental Housing Unit is rented to the applicable Tenant.

For additional certainty, the Owner shall not have liability to the City under this Agreement (or otherwise) with respect to such termination notice being deemed ineffective, and shall not be required to perform any additional acts in connection therewith.

10.4 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.

10.5 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.

10.6 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.

- 10.7 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.
- 10.8 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*.
- 10.9 Sale of Lands and New Building or Part Thereof. Prior to the sale or transfer of any legal or beneficial interest (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), and subject always to Sections 2.1(j) and 2.1(k):

- (a) prior to the Discharge Date, the Owner of the Lands and the New Building; or
- (b) after the Discharge Date, the Owner of the For-Profit Affordable Rental Housing Parcel;

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 such Owner under this Agreement. The provisions in this Section 10.9 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

- 10.10 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.

10.11 Liability. Notwithstanding anything to the contrary contained herein, the Owner shall not be liable under any of the covenants and agreements contained herein where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7748532 and the Assignment of Rents registered under number CA7748533;
- (b) **"Existing Chargeholder"** means **GMI SERVICING INC.**;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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

**CANADA
PROVINCE OF BRITISH COLUMBIA**

IN THE MATTER OF:

PID: 031-326-501, LOT 1 BLOCK 3 SOUTH 1/2 OF SECTION 35 TOWN OF HASTINGS
SUBURBAN LANDS GROUP 1 NWD PLAN EPP108718

AND: Form C Housing Agreement to be filed herewith

AFFIDAVIT OF EXECUTION

I, Gordon A. Love, of Vancouver, in the Province of British Columbia, MAKE OATH AND SAY:

1. I am 16 years of age or older and am acquainted with Jasmine Ateah, one of the persons named in the instrument as one of the authorized signatories of the Transferor, GMI Servicing Inc.
2. Each of the authorized signatories of the Transferor is authorized to execute the instrument on behalf of the Transferor.
3. I am acquainted with the signature of Jasmine Ateah, the authorized signatory of the Transferor through the use of video conferencing technology and believe that the signature subscribed to the instrument is the signature of the authorized signatory of the Transferor.
4. To the best of my knowledge, the Transferor existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
5. The signature of the authorized signatory of the Transferor was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c. 250 because due to the Covid-19 pandemic it was medically unsafe for the authorized signatory of the Transferor to appear in person before an officer.
6. The authorized signatory of the Transferor was not physically present before me because it was medically unsafe to meet her in person due to Covid-19 but was linked with me using video technology. I followed the process described in Practice Bulletin 01-20 Process for Remote Witnessing of Affidavits for use in Land Title Applications and complied with the Law Society of British Columbia best practices for using video-conferencing when providing legal advice or services.

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

DECLARED BEFORE ME by the above-
named deponent at the City of
Vancouver, in the Province of British
Columbia, this 11th day of June, 2021.

Name

Address

DAVID J. SELLEY
Barrister • Solicitor
FARRIS LLP
2500 - 700 West Georgia Street
P.O. Box 40028, Pacific Centre
Occupation Vancouver, BC V7Y 1B3


GORDON ALEXANDER LOVE