

EXPLANATION

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Amendments to the Discretionary Height Regulations and other
Miscellaneous Amendments**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Zoning and Development By-law regarding simplifying height regulations and other housekeeping amendments. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
Regarding Amendments to the Discretionary Height Regulations and other
Miscellaneous Amendments**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. In Section 2, Council:
 - (a) adds the following new definitions in alphabetical order:
 - (i) “Building Height The vertical distance between the highest point or points of a building and the point on the base surface, as determined by interpolation, that is directly beneath the highest point or points of a building, unless otherwise specified in a district schedule.”; and
 - (ii) “Decorative Roof An architecturally designed roof element that enhances the overall appearance of the building and screens and integrates mechanical equipment without adding to the floor area otherwise permitted.”; and
 - (b) strikes out the definition of “Base Surface” and substitutes the following:

“Base Surface	The hypothetical surface determined by joining the official established building grades at all corners of the site, except that if official established building grades cannot be obtained through application to the City Engineer, or if the Director of Planning determines that the official established building grades are incompatible with grades on adjoining sites, existing grades may be used to determine the base surface.”.
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3. In section 6.4, Council strikes out “section 5” and substitutes “section 4”.
4. In section 9.1, in the column labelled “Industrial”, Council adds “I-1A”, “I-1B”, and “I-1C” after “I-1”, in alphabetical order.
5. In section 10, Council:
 - (a) strikes out section 10.18 and substitutes the following:

“10.18 Height - Building

10.18.1 The Director of Planning may permit the following items to exceed the maximum building height otherwise permitted in this By-law provided that, except for the items set out in subsection (d), they do not in total cover more than 10% of the roof area on which they are located as viewed from directly above:

- (a) architectural features, provided no additional floor area is created;
- (b) mechanical equipment, including elevator machine rooms and any screening materials that the Director of Planning considers appropriate to reduce visual impacts;
- (c) chimneys;
- (d) roof mounted energy technologies, and access and infrastructure required to maintain green roofs or urban agriculture;
- (e) venting skylights and opening clerestory windows designed to reduce energy consumption or improve natural light and ventilation;
- (f) roof-top access structures to private or common outdoor amenity space that do not exceed a height of 3.6 m;
- (g) common roof-top amenity structures, contiguous with common outdoor amenity spaces, that do not exceed a height of 3.6 m;
- (h) any required guards, provided that the Director of Planning considers the guard materials to be appropriate to reduce visual impacts; and
- (i) items similar to any of the above,

provided the Director of Planning first considers the impact on siting, massing, views, overlook, shadowing and noise.

10.18.2 The Development Permit Board may, for any building higher than 30.5 m, permit a decorative roof to exceed the maximum building height otherwise permitted in this By-law, provided that:

- (a) the Development Permit Board is satisfied that the roof enhances the overall appearance of the building and appropriately integrates mechanical appurtenances;
- (b) the roof does not add to the floor area otherwise permitted; and
- (c) the Development Permit Board first considers all applicable policies and guidelines adopted by Council.”;

(b) in section 10.23A.1, strikes out “For a one-family dwelling, a one-family dwelling with secondary suite, a two-family dwelling, or a two-family dwelling with secondary suite in an RA, RS or RT district” and substitutes “For a one-family dwelling, a one-family dwelling with secondary suite, an infill one-family dwelling, a two-family dwelling, a two-family dwelling with secondary suite, or an infill two-family dwelling in an RA, RS or RT district”;

- (c) in section 10.23A.4, strikes out “computation of floor area in a Passive House shall exclude 16% of the floor area in a one-family dwelling or a one-family dwelling with secondary suite, and 18% of the floor area in a two-family dwelling or two-family dwelling with secondary suite” and substitutes “computation of floor area in a Passive House shall exclude 16% of the floor area in a one-family dwelling, a one-family dwelling with secondary suite, or an infill one-family dwelling, and 18% of the floor area in a two-family dwelling, a two-family dwelling with secondary suite, or an infill two-family dwelling”;
 - (d) in section 10.27, strikes out the title “Site, Corner – in an RA, RS, RT or C-1 District” and substitutes “Site, Corner – in Certain Districts”; and
 - (e) in section 10.27.1, strikes out “Development in an RA, RS, RT, or C-1 district” and substitutes “Development in an RA, RS, RT, C-1 district, or as required in other districts”.
6. In section 4.17.8 of the RS-6 District Schedule, Council strikes out “section 10.18.5, clauses (a), (c) and (d)” and substitutes “sections 10.18.1(a), 10.18.1(c) and 10.18.1(d)”.
 7. In section 4.17.8 of the RS-7 District Schedule, Council strikes out “section 10.18.5 (a), (c) and (d)” and substitutes “sections 10.18.1(a), 10.18.1(c) and 10.18.1(d)”.
 8. In the RM-7, RM-7N and RM-7AN Districts Schedule, Council strikes out section 4.2.2.
 9. In the C-2 District Schedule, Council strikes out section 4.14.1(i) and substitutes:
“(i) Nanaimo Street, from William Street to Graveley Street 15.1 m; or”.
 10. In the RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN Districts Schedule, Council:
 - (a) in section 3.2.AG, strikes out “• Accessory Uses customarily ancillary to any of the uses listed in this section.”;
 - (b) in section 3.2.A, adds “• Accessory Uses customarily ancillary to any of the uses listed in this section.” to the end of the section;
 - (c) in section 4.2.3, strikes out “sections 4.2.1 and 4.2.2” substitutes “section 4.2.2”;
 - (d) in section 4.7.13, renumbers subsections 4.7.13(e) through 4.7.13(i) as subsections 4.7.13(f) through 4.7.13(j) respectively; and
 - (e) adds a new subsection 4.7.13(e) as follows:
“(e) Plaza;”.
 11. In the FM-1 District Schedule, Council:
 - (a) in section 3.2.AG, strikes out “• Accessory Uses customarily ancillary to any of the uses listed in this section.”; and

- (b) in section 3.2.A, strikes out “• Accessory Uses to any of the uses listed in this Schedule.” and substitutes “• Accessory Uses customarily ancillary to any of the uses listed in this section.”.
- 12. In section 3.2.DW of the RS-1B District Schedule and the RS-3 and RS-3A Districts Schedule, Council:
 - (a) reorders the list of dwelling uses in alphabetical order; and
 - (b) adds, in the correct alphabetical order, “• Dwelling Units in conjunction with a Neighbourhood Grocery Store.”.
- 13. In section 3.2.DW of the RM-3 District Schedule, the RM-3A District Schedule, and the RM-4 and RM-4N Districts Schedule, Council strikes out “• Dwelling Units in conjunction with a neighbourhood grocery store existing as of July 29, 1980.” and substitutes “• Dwelling Units in conjunction with a Neighbourhood Grocery Store.”.
- 14. In section 3.2.DW of the RT-11 and RT-11N Districts Schedule, Council strikes out “• Dwelling Units, up to a maximum of two, in conjunction with a Neighbourhood Grocery Store existing as of July 29, 1980.” and substitutes “• Dwelling Units in conjunction with a Neighbourhood Grocery Store.”.
- 15. In section 4.7.3 of the RT-4, RT-4A, RT-4N and RT-4AN Districts Schedule, the RT-7 District Schedule, the RT-8 District Schedule, the RT-9 District Schedule, the RT-10 and RT-10N Districts Schedule, and the RM-1 and RM-1N Districts Schedule, Council strikes out “covered verandas or porches” and substitutes “entries, porches and verandahs and covered porches above the first storey”.
- 16. In section 4.7.9 of the RM-10 and RM-10N Districts Schedule and the RM-11 and RM-11N Districts Schedule, Council strikes out “covered verandas or porches” and substitutes “entries, porches and verandahs and covered porches above the first storey”.
- 17. In section 4.7.11 of the RM-12N District Schedule, Council strikes out “covered verandas or porches” and substitutes “entries, porches and verandahs and covered porches above the first storey”.
- 18. In section 4.7.15 of the RM-9, RM-9A, RM-9N, RM-9AN and RM-9BN Districts Schedule, Council strikes out “covered verandas or porches” and substitutes “entries, porches and verandahs and covered porches above the first storey”.
- 19. In section 4.19.2 of the RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule, Council strikes out “a second” and substitutes “more than one”.
- 20. In the RM-3A District Schedule and the RM-4 and RM-4N Districts Schedules, Council:
 - (a) in section 3.3.1, adds “buildings containing three or more dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing,” after “Unless its development does not require the demolition or change of use or occupancy of one or more rental housing units, registered owners of”;

- (b) in section 4.1.1, strikes out “multiple dwelling or rooming house” and substitutes “building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing, multiple dwelling, or rooming house”;
- (c) in section 4.1.2:
 - (i) renumbers subsections (a) through (c) as subsections (b) through (d), and
 - (ii) adds a new subsection (a) as follows:
 - “(a) a building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing, with a minimum lot area of 500 m².”; and
- (d) in section 4.1.3:
 - (i) renumbers subsections (a) through (c) as subsections (b) through (d), and
 - (ii) adds a new subsection (a) as follows:
 - “(a) a building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing;”.

21. In section 4.2.1 of the RM-4 and RM-4N Districts Schedule, Council strikes out “The maximum frontage for a site for a multiple dwelling” and substitutes “The maximum site frontage for a building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing, or a multiple dwelling”.

22. In Schedule C (Streets Requiring Landscaped Setbacks), Council strikes out “section 11.3” and substitutes “section 10.20”.

23. 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.

24. 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 Downtown Eastside/Oppenheimer
Official Development Plan By-law No. 5532
Regarding Housekeeping Amendments**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Downtown Eastside/Oppenheimer Official Development Plan By-law to re-insert “general office” as an exception to the retail continuity requirement which was inadvertently omitted in the previous amendment. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO.

**A By-law to amend Downtown Eastside/Oppenheimer
Official Development Plan By-law No. 5532
Regarding Housekeeping Amendments**

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

1. This By-law amends the indicated provisions of Schedule A of By-law No. 5532.
2. Council amends sections 4.4A and 6.4A by inserting “, including general office,” after “recreational or local economic development needs of the local community”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend Sign By-law No.11879
Regarding Housekeeping Amendments**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Sign By-law regarding housekeeping amendments. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO.

**A By-law to amend Sign By-law No.11879
Regarding Housekeeping Amendments**

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

1. This By-law amends the indicated provisions of Sign By-law No. 11879.
2. In section 7.1, Council amends Table 1 by adding "I-1C," after "I-1B," to the Corresponding Zoning Districts and Areas in Column 2 for the Commercial, Mixed Use and Industrial Sign District (Part 9) Sign District as identified in Column 1.
3. In section 9.15, Council:
 - (a) in Table 9.1, in the second row of the column labelled "Zoning District", strikes out "I-1-A, I-1-B," and substitutes "I-1A, I-1B, I-1C,"; and
 - (b) in Table 9.2, in the second row of the column labelled "Zoning District", adds "I-1C," after "I-1B,".
4. In section 9.20, Council amends Table 9.3 by adding "I-1C," after "I-1B," in the second row of the column labelled "Zoning District".
5. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
6. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Housekeeping Amendments**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Zoning and Development Fee By-law regarding housekeeping amendments. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO.

**A By-law to amend
Zoning and Development Fee By-law No. 5585
Regarding Housekeeping Amendments**

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

1. This By-law amends the indicated provisions of Zoning and Development Fee By-law No. 5585.
2. In sections 1(a), 1A(a), 2(a), 3(a), 4(a), and 5(a) of Schedule 1 of Appendix A, Council strikes out “Section 3.2.7” and substitutes “section 5.2.5”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

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

Following the Public Hearing on July 6, 2021, Council resolved to amend the Noise Control By-law to add missing district schedules. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

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

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

1. This By-law amends the indicated provisions of Noise Control By-law No. 6555.
2. Council amends Schedule A (Activity Zone) by adding the following new row:

“I-1A I-1B I-1C”

after the second row:

"MC-2 M-2 I-1".

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

Following the Public Hearing on July 6, 2021, Council resolved to amend the Subdivision By-law regarding housekeeping amendments. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO.

A By-law to amend Subdivision By-law Regarding Housekeeping Amendments

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

1. Council amends the indicated provisions of Subdivision By-law No. 5208.
2. In Schedule A (Standards for Minimum Parcel Size and Configuration), Council:
 - (a) in Table 1, adds the following in correct alphabetical and numerical order:

(i)	"I-1A	Industrial	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]
	I-1B	Industrial	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]
	I-1C	Industrial	120'	[36.576 m]	14400 sq.ft.	[1337.804 m ²]",
(ii)	"I-4	Industrial	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]",
(iii)	"RM-5D	Multiple Dwelling	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]",
(iv)	"RM-9A	Multiple Dwelling	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]
	RM-9AN	Multiple Dwelling	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]",
(v)	"C-5A and	Commercial	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]",
(vi)	"M-1B	Industrial	40'	[12.192 m]	4800 sq.ft.	[445.935 m ²]",

- (b) in Table 1, deletes the entire entries for RS-4, RT-5A and RT-5AN; and
 - (c) in Table 2, adds the following in correct alphabetical and numerical order:

(i)	"I-1A	Industrial	25'	[7.620 m]	3000 sq.ft.	[278.709 m ²]
	I-1B	Industrial	25'	[7.620 m]	3000 sq.ft.	[278.709 m ²]",
(ii)	"I-4	Industrial	25'	[7.620 m]	3000 sq.ft.	[278.709 m ²]",
(iii)	"RM-5D	Multiple Dwelling	30'	[9.144 m]	3000 sq.f.t	[278.709 m ²]",
(iv)	"RM-9A	Multiple Dwelling	30'	[9.144 m]	3000 sq.f.t	[278.709 m ²]
	RM-9AN	Multiple Dwelling	30'	[9.144 m]	3000 sq.f.t	[278.709 m ²]
(v)	"C-5A and	Commercial	25"	[7.620 m]	3000 sq.ft.	[278.709 m ²]",
(vi)	"M-1B	Industrial	25'	[7.620 m]	3000 sq.ft.	[278.709 m ² "].

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 License By-law No. 4450
Regarding Housekeeping Amendment**

Following the Public Hearing on July 6, 2021, Council resolved to amend the License By-law regarding housekeeping amendment. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
Regarding Housekeeping Amendment**

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

1. This By-law amends the indicated provisions of License By-law No. 4450.
2. In subsection 26.4(4), Council strikes out “section 11.30.1” and substitutes “section 11.37.1”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
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 Parking By-law No. 6059
Regarding Housekeeping Amendments**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Parking By-law regarding housekeeping amendments. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

A By-law to amend Parking By-law No. 6059 Regarding Housekeeping Amendments

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. In Schedule C (CD-1 Districts Parking Requirements), in the entry for 5190-5226 Cambie Street, Council:
 - (a) strikes out “(____)” in the column labelled “**By-law No.**” and substitutes “12836”; and
 - (b) strikes out “(____)” in the column labelled “**CD-1 No.**” and substitutes “(755)”.
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 Parking By-law No. 6059
Regarding Updated EV Charging Infrastructure Requirements**

The attached By-law will implement Council's resolution of July 6, 2021 to amend the Parking By-law regarding proposed requirements for electric vehicle charging in new non-residential buildings as part of the implementation of the Climate Emergency Action Plan.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
Regarding Updated EV Charging Infrastructure Requirements**

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 No. 6059.
2. In section 2, Council adds the following new definitions in the correct alphabetical order:
 - (a) **“DC Fast Charging** means electric vehicle supply equipment that supplies direct current (DC) power to a vehicle with an output voltage of 50-1000V and typically supplies output power between 25 and 400kW;” and
 - (b) **“Electric Vehicle Energy Management System** means a system used to control electric vehicle supply equipment loads through the process of connecting, disconnecting, increasing, or reducing electric power to the loads and consisting of any of the following: a monitor(s), communications equipment, a controller(s), a timer(s), and other applicable device(s);”.
3. Council strikes out section 4.14 and substitutes the following:

“4.14 Electric Vehicle Charging Infrastructure Requirements

4.14.1 Dwelling Uses

Where parking spaces are provided for dwelling uses, an energized outlet capable of providing Level 2 charging or higher must be installed in each parking space, excluding visitor parking spaces.

4.14.2 Non-Dwelling Uses (except Hotel and Bed and Breakfast Accommodation Uses)

Where parking spaces are provided for non-dwelling uses, except hotel and bed and breakfast accommodation uses, an energized outlet must be installed in at least 45% of the parking spaces provided, of which at least 5% of the total number of parking spaces provided, or two parking spaces, whichever is greater, must be capable of Level 2 charging or higher and may not implement an Electric Vehicle Energy Management System.

4.14.3 Hotel and Bed and Breakfast Accommodation Uses

Where parking spaces are provided for hotel or bed and breakfast accommodation uses, an energized outlet capable of providing Level 2 charging or higher must be installed in each parking space.

4.14.4 Other Requirements

In addition to the requirements set out in sections 4.14.1, 4.14.2, and 4.14.3:

- (a) for dwelling uses, and hotel and bed and breakfast accommodation uses, electric vehicle supply equipment must be installed in each shared vehicle parking space provided; and
- (b) for non-dwelling uses, except hotel and bed and breakfast accommodation uses:
 - (i) an energized outlet capable of providing Level 2 charging or higher and electric vehicle supply equipment must be installed in each shared vehicle parking space provided, and
 - (ii) an energized outlet capable of providing Level 2 charging or higher must be installed in at least 45% of all accessible parking spaces provided, or one accessible parking space, whichever is greater.

4.14.5 Energized outlets must be labeled for their intended use for electric vehicle charging, and installed in conformance with Sentence 10.3.1.1.(1) of Division B of the Building By-law.

4.14.6 The number of energized outlets required for non-dwelling uses under sections 4.14.2 and 4.14.3 may be reduced by substituting energized outlets capable of providing DC fast charging, if the total electrical capacity provided by the DC fast charging outlets meets or exceeds the total electrical capacity that would be provided by the energized outlets required under sections 4.14.2 and 4.14.3.

4.14.7 If a development contains parking for more than one of the uses listed in sections 4.14.1 through 4.14.3, the parking spaces provided for each use must meet the energized outlet requirements for that use.”.

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 June 1, 2022.

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 675 West Hastings Street**

At a Public Hearing on May 26 2020, Council approved a recommendation to designate the exterior of a building at 675 West Hastings Street as protected heritage property. Enactment of the attached By-law, as altered to clarify that the interior of the building was not to be designated, will achieve the intended designation.

Director of Legal Services
July 20, 2021

675 West Hastings Street
(Royal Bank Building)

BY-LAW NO.

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

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

1. Council considers that the real property described as:

Exterior envelope and exterior
building materials of the heritage
building (Royal Bank Building)
and those structural components
of the heritage building necessary
for the maintenance and support
of the exterior walls, envelope
and building materials

675 West Hastings
Street

PID: 015-509-541
Lot 18, Block 14
District Lot 541, Plan 210

PID: 015-509-567
Lot 19, Block 14
District Lot 541, Plan 210

and

PID: 015-509-583
Lot 20, Block 14
District Lot 541, Plan 210

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

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

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Ticket Offences By-law regarding
State of Emergency By-law**

The attached By-law will further implement Council's resolution of June 22, 2021 to repeal the State of Emergency By-law in Vancouver.

Director of Legal Services
July 20, 2021

**A By-law to amend the
Ticket Offences By-law regarding
State of Emergency By-law**

1. This By-law amends the indicated provisions and schedules of Ticket Offences By-law No. 9360.

3. Council strikes out Table 12 and renumbers Table 13 as Table 12.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to Amend Street and Traffic By-law No. 2849
Regarding Temporary Street Occupancy and Insurance Requirement**

The attached By-law will implement Council's resolution of July 6, 2021 to amend the Street and Traffic By-law to update the temporary street occupancy regulations and to add an insurance requirement.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to Amend Street and Traffic By-law No. 2849
Regarding Temporary Street Occupancy and Insurance Requirement**

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

1. This By-law amends the indicated provisions of Street and Traffic By-law No. 2849.
2. Council strikes out section 30 and substitutes the following:

“

TEMPORARY OCCUPANCY OF A STREET

30. (1) A person who wishes to have parking regulations temporarily suspended, or to reserve for temporary occupation any street, portion of a street, or air space above a street for any of the following purposes must apply to the City Engineer for permission to do so:
 - (a) in connection with, or incidental to, the construction, renovation, or maintenance of any building adjacent to the street;
 - (b) in connection with, or incidental to, the delivery of any equipment, fixtures, furniture or other items requiring the stopping of a vehicle at a specific location;
 - (c) in connection with, or incidental to, the drilling or excavation of test holes;
 - (d) in connection with, or incidental to, the construction, installation or maintenance of infrastructure; and
 - (e) for any other purpose which, in the opinion of the City Engineer, is similar to the foregoing.
- (2) A person must not occupy any street, portion of a street, or air space above a street for any of the purposes set out in subsection 30(1) unless permission has been granted by the City Engineer, except that this prohibition does not apply to any occupancies by the City or to any occupancies that result in only momentary interruptions in public use of up to three minutes.
- (3) The City Engineer may grant permission to occupy a street, portion of a street, or air space above a street in accordance with this section, subject to any conditions the City Engineer considers appropriate, including but not limited to conditions regarding:
 - (a) the number of days that the street may be occupied;
 - (b) the days of the week that the street may be occupied;

- (c) the start and end times for each day that occupation of the street is permitted;
 - (d) the placement of signs by the City to reserve the metered parking spaces or area being occupied, including a requirement to pay to the City the replacement cost of any signs lost or damaged during the period of occupancy;
 - (e) the placement of traffic control signs or markers on a street;
 - (f) a traffic management plan or a traffic control plan;
 - (g) reports, plans, specifications, or reviews of any equipment to be used or work being undertaken on the street as part of the proposed occupancy;
 - (h) proof of commercial general liability insurance, wrap-up liability insurance, or both, to the satisfaction of the Director of Risk Management, naming the City as an additional named insured;
 - (i) a release and indemnity of the City, to the satisfaction of the Director of Legal Services;
 - (j) a deposit with the City of a sum of money as security in a form satisfactory to the City in an amount adequate to guarantee the restoration of the street to its original condition or to repair any City property in case of damage and for any clean up needed as a consequence of the occupancy, including the cost of any inspections required to ensure such work is done to the satisfaction of the City Engineer; and
 - (k) imposing such other conditions as are necessary to prevent damage to the street, to ensure the safety of users of the street, or to respect the owners of adjacent property.
- (4) A person who wishes to obtain permission to occupy a street, portion of a street, or air space above a street in accordance with this section must submit the following:
- (a) an application in the form prescribed by the City Engineer;
 - (b) any applicable fees as set out in Schedule I; and
 - (c) any additional documentation required by the City Engineer.
- (5) A permit issued under subsection (3):
- (a) is not transferable;
 - (b) does not authorize the permit holder to require any person lawfully occupying any such location to discontinue their occupancy; and

(c) may be temporarily suspended by the City Engineer where its use may conflict with another use of the street.

(6) The holder of a permit issued under this section must comply with all conditions of the permit, including the terms and conditions of a traffic management plan or a traffic control plan if one is required under the permit.

(7) The City Engineer may cancel a permit issued under this section immediately, without prior notice, if the holder of the permit fails to comply with any of the conditions of the permit, including the terms and conditions of a traffic management plan or a traffic control plan if one is required under the permit.”.

3. In section 71J, Council:

(a) strikes out subsection (1);

(b) renumbers subsection (2) as subsection (1);

(c) in subsection (1), strikes out “With respect to a container referred to in subsection (1), a person referred to in subsection (1) must:” and substitutes “A person who has been granted permission to place a container upon a street, portion of a street, or air space above a street under section 30 of this by-law must, in addition to complying with all conditions of the permit:”;

(d) strikes out subsections (1)(a) and (1)(b);

(e) renumbers subsections (1)(c) through (1)(h) as subsections (1)(a) through (1)(f), respectively; and

(f) in subsection (1)(b), strikes out “subsection (2)(c)” and substitutes “subsection (1)(a)”.

4. Council strikes out section 80(3) and substitutes the following;

“(3) The City Engineer may, as a condition to the granting of permission pursuant to section 80(1)(b):

(a) require that a bond or some other satisfactory form of security be deposited with or furnished to the City in an amount adequate to guarantee replacement of sidewalks or boulevards to their original condition or to repair any City property in case of damage and for any clean up needed as a consequence of the crossing; and

(b) require that proof of commercial general liability insurance, to the satisfaction of the Director of Risk Management, naming the City as an additional named insured, be provided.”.

- ENACTED by Council this day of , 2021

City Clerk

SCHEDULE I

1. **Permit Fees for Temporary Occupancy of a Street under Section 30**

The following fees must be paid prior to issuance of a permit, exclusive of sales tax, except that no fees are payable for any occupancies that result in only momentary interruptions in public use of up to three minutes:

- (a) for all occupancies of a street, portion of a street, or air space above a street, except for occupancies of less than three days on a minor street with no parking regulations:
 - \$3.30 for each 10 m²
or portion thereof, per day
- (b) in addition to the fee set out in section 1(a), for occupancy of a curb lane:
 - (i) if there are metered spaces:
 - \$125 for the installation and removal of
signs by City crews to reserve the space
 - plus
 - all lost metered space revenue, at the rates
set out in the Parking Meter By-law
 - (ii) if there are no metered spaces, but other parking regulations exist:
 - \$125 for the installation and removal of
signs by City crews to reserve the space
 - plus
 - \$125 per week or portion thereof after the
first week
 - (iii) if the curb lane is a priority congestion management roadway, in addition
to the fees in (i) or (ii):
 - \$125 for each 12 hour period or
portion thereof
 - (iv) if the curb lane is on a minor street where no parking regulations exist and
the occupancy is less than three days:
 - no fee, unless the applicant wants a curb
lane reserved for their exclusive use, in
which case the following fee applies: \$125
for the installation and removal of signs by
City crews to reserve the space

- (v) if the curb lane is on a minor street where no parking regulations exist and the occupancy is three or more days:
 - \$125 for the installation and removal of signs by City crews to reserve the space
 - plus
 - \$125 per week or portion thereof after the first week
- (c) in addition to the fee set out in section 1(a), for occupancy of a travel lane:
 - \$100 for each 12 hour period or portion thereof
- (d) in addition to the fee set out in section 1(a), for occupancy of a lane:
 - \$100 for each 12 hour period or portion thereof
- (e) in addition to the fee set out in section 1(a), for occupancy of a sidewalk:
 - \$150 for each 12 hour period or portion thereof
- (f) in addition to the fee set out in section 1(a), for occupancy of a bike lane:
 - \$125 for each 12 hour period or portion thereof
- (g) despite any of the foregoing fees, the only fee payable for the placement of a portable toilet on a street is:
 - \$110 per portable toilet
- (h) inspection fee when a deposit is required for restoration of the street, repair of City property, or clean up:
 - \$155.36
- (i) traffic management plan review fee when a traffic management plan or traffic control plan is required:
 - \$66.10 where the review is less than 1 hour of staff time
 - \$661.00 where the review is 1 to 15 hours of staff time
 - \$1,860.00 where the review is over 15 hours of staff time

EXPLANATION**A By-law to amend Building By-law No. 12511
Regarding Street Use Permit Amendments**

The attached By-law will implement Council's resolution of July 6, 2021 to make amendments to the Building By-law that are consequential to amendments made to the Street and Traffic By-law regarding temporary street occupancy regulations.

Director of Legal Services
July 20, 2021

BY-LAW NO.

**A By-law to amend Building By-law No. 12511
Regarding Street Use Permit Amendments**

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

1. This By-law amends the indicated provisions of Building By-law No. 12511.
2. In Book I, Division B, Sentence 8.2.4.1.(2), Council strikes out “for more than 15 minutes” and substitutes “for three or more minutes”.
3. In Books I and II, Division C, Schedule of Fees, under Part A – Building, Council:
 - (a) in Section 1, strikes out Clause (c);
 - (b) in Section 1, rennumbers Clauses (d) through (g) as Clauses (c) through (f), respectively; and
 - (c) in Section 3, strikes out “pursuant to Clauses (e) and (f) of Section 1” and substitutes “pursuant to Clauses (d) and (e) of Section 1”.
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 January 1, 2022.

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Ticket Offences By-law**

The attached By-law will implement Council's resolution of July 6, 2021 to amend the Ticket Offences By-law regarding temporary street occupancy permits.

Director of Legal Services
July 20, 2021

**A By-law to amend the
Ticket Offences By-law regarding
Temporary Street Occupancy Permits**

1. This By-law amends the indicated provisions and schedules of Ticket Offences By-law No. 9360.

“

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“

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5. This by-law is to come into force and take effect on January 1, 2022.

ENACTED by Council this day of , 2021

Mayor

City Clerk

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

Following the Public Hearing on July 9 and 11, 2019, Council gave conditional approval to the rezoning of the site at 749-815 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 20, 2021

749-815 West 49th Avenue

BY-LAW NO. _____

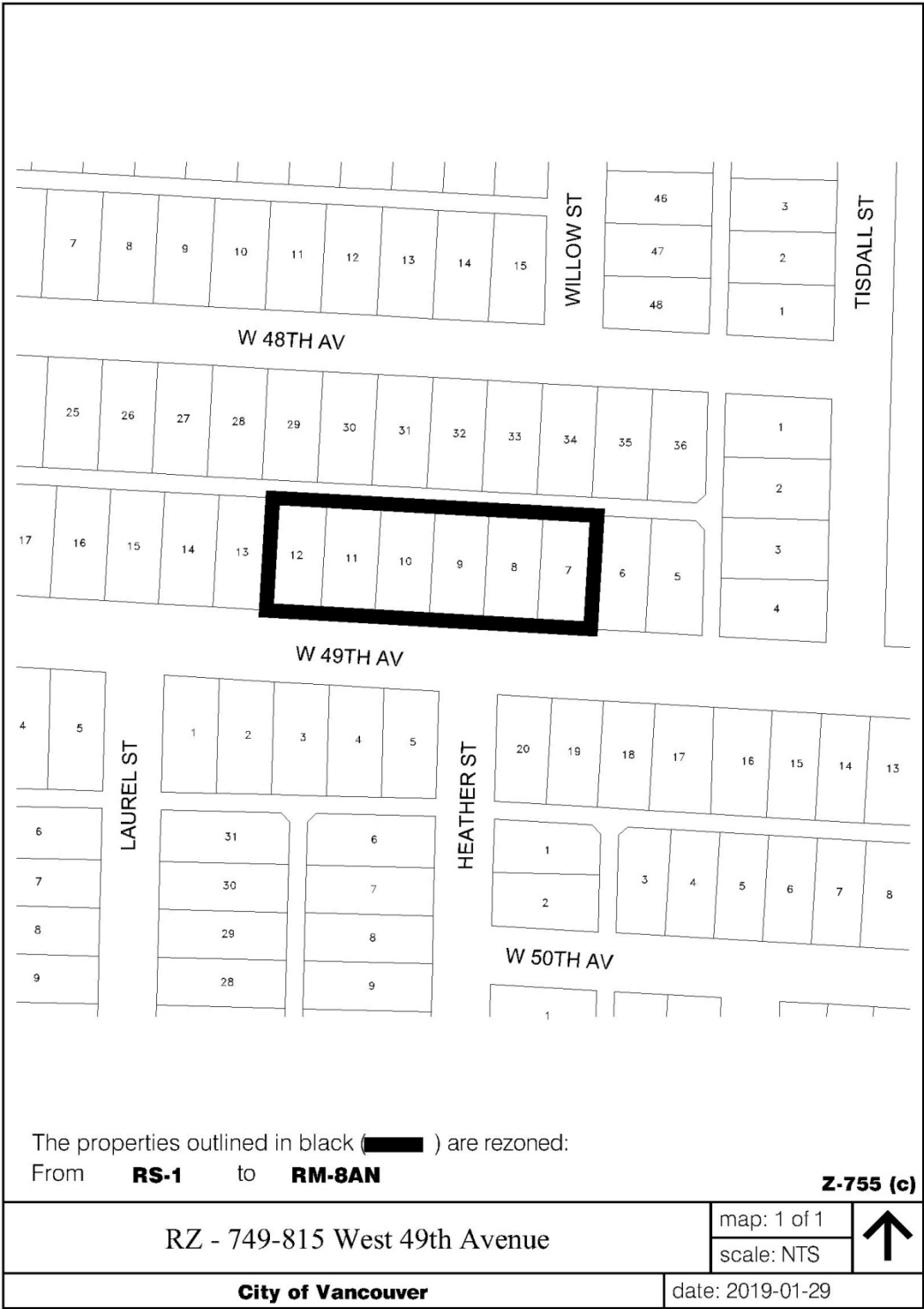
**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area from RS-1 to RM-8A**

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 (c) 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-8A 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



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

Following the Public Hearing on July 7, 2020, Council gave conditional approval to the rezoning of the site at 1111-1123 Kingsway. 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
July 20, 2021

1111-1123 Kingsway

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-772 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (781).

Definitions

3. Words in this by-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) for the purpose of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (781), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or

Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;

- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be Moderate Income Rental Housing Units.

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

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

5.3 There shall be no dwelling units above the height as required by section 7.1 of this By-law.

5.4 No portion of the first storey within a depth of 10.7 m of the front wall of the building facing Kingsway and extending across its full width shall be used for residential purposes except for entrances to the residential portion and the underground access ramp.

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

- (a) Farmers' Market;
- (b) Neighbourhood Public House;

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

Floor Area and Density

6.1 Computation of floor space ratio must assume that the site consists of 1784.8 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 5.58.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed the lesser of 10% of the total permitted floor area or 929 m²; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4 (e), a minimum of 20% of excluded floor area above base surface must be located within the Moderate Income Rental Housing Units as storage space.

Building Height

7.1 Building height, measured from base surface to top of parapet, must not exceed 44.2 m.

7.2 Despite the provisions of section 7.1 and of section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms located at least 3 m from the roof perimeter, mechanical screens, or similar features, and a vestibule accessing an outdoor rooftop amenity space, if the Director of Planning first considers:

- (a) siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- (b) all applicable policies and guidelines adopted by Council.

Horizontal Angle of Daylight

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

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

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (781).

8.6 A habitable room referred to in section 8.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:

- (i) 10% or less of the total floor area of the dwelling unit, or
- (ii) 9.3 m².

Acoustics

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

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

Zoning and Development By-law

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (781).

Severability

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

Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



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

Following the Public Hearings on December 12, 17 and 18, 2019, Council gave conditional approval to the rezoning of the site at 2543-2583 Renfrew Street and 2895 East 10th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 20, 2021

2543-2583 Renfrew Street
and 2895 East 10th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plans marginally numbered Z-762 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (782).

Definitions

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

Uses

4. Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in the By-law or in a development permit, the only uses permitted and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;

- (b) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (c) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (d) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (e) Office Uses;
- (f) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of use

5.1 A minimum of 20% of the total dwelling unit area must be moderate income rental housing units.

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

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

5.3 The Director of Planning or Development Permit Board may vary the percentage indicated in section 5.2, taking into consideration all applicable Council policies and guidelines.

5.4 The uppermost storey is limited to amenity areas, recreational facilities and meeting rooms accessory to dwelling uses, to be made available only to occupants of dwelling units within the building.

5.5 Non-residential uses are restricted to the ground floor.

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

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

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

Floor Area and Density

6.1 Computation of floor space ratio must assume that the site consists of 2,311.8 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 3.60.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, whose floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4(e), a minimum of 20% of the excluded floor area must be located within the moderate income rental housing units.

Building Height

7. Building height, measured from base surface to top of parapet, must not exceed 26.2 m.

Horizontal Angle of Daylight

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

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

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (782).

8.6 A habitable room referred to in section 8.1 does not include:

- (a) a bathroom; or

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

Acoustics

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

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

Zoning and Development By-law

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (782).

Severability

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

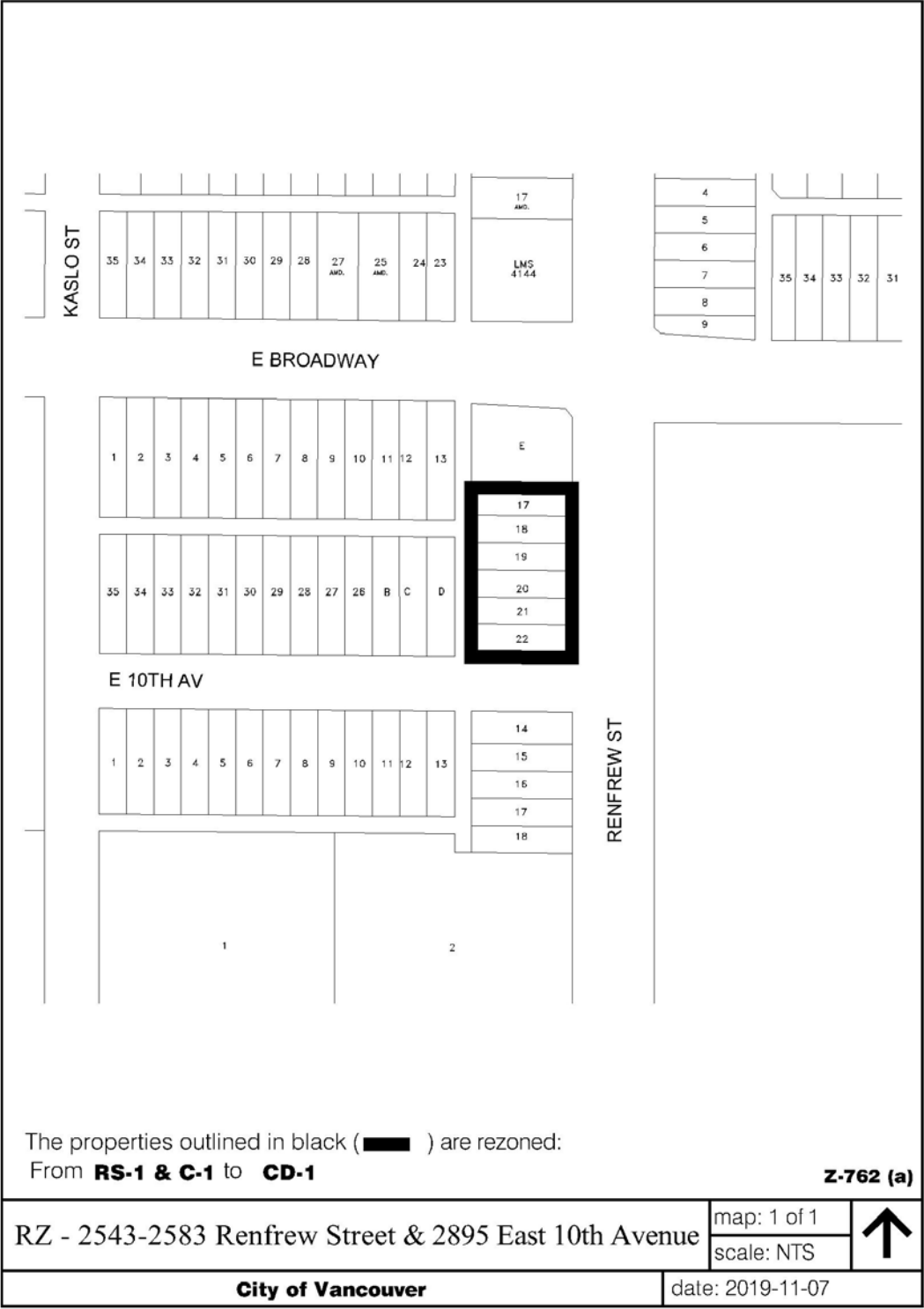
Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk



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

Following the Public Hearings on December 12, 17 and 18, 2019, Council gave conditional approval to the rezoning of the site at 2603-2655 Renfrew 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
July 20, 2021

2603-2655 Renfrew Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-762 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (783).

Definitions

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (783), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;

- (b) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;
- (c) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (d) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (e) Office Uses;
- (f) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of use

5.1 A minimum of 20% of the total dwelling unit area must be moderate income rental housing units.

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

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

5.3 The Director of Planning or Development Permit Board may vary the percentage indicated in section 5.2, taking into consideration all applicable Council policies and guidelines.

5.4 The uppermost storey is limited to amenity areas, recreational facilities and meeting rooms accessory to dwelling uses, to be made available only to occupants of dwelling units within the building.

5.5 Non-residential uses are restricted to the ground floor.

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

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

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

Floor Area and Density

6.1 Computation of floor space ratio must assume that the site consists of 1,936.2 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 3.54.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, whose floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4(e), a minimum of 20% of the excluded floor area must be located within the moderate income rental housing units.

Building Height

7. Building height, measured from base surface to top of parapet, must not exceed 25.8 m.

Horizontal Angle of Daylight

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

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

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (783).

8.6 A habitable room referred to in section 8.1 does not include:

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

Acoustics

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

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

Zoning and Development By-law

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (783).

Severability

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

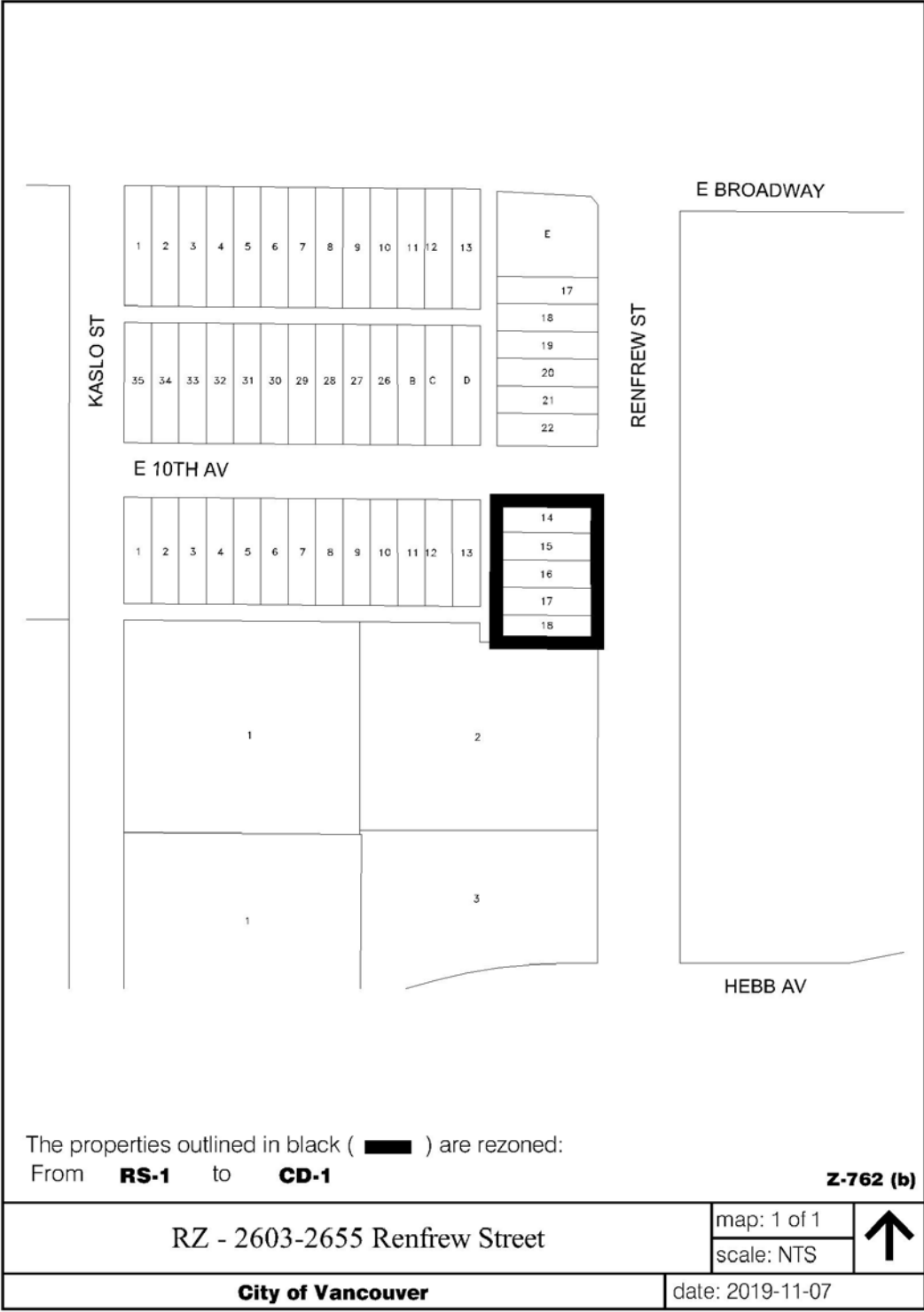
Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk



EXPLANATION**A By-law to amend
CD-1 (312) By-law No. 7200**

Following the Public Hearing on July 13, 2021, Council resolved to amend CD-1 (312) for 510 Nicola Street and 1506-1590 Coal Harbour Quay to correct an inconsistency in the commercial land use provisions for the Coal Harbour waterfront. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

510 Nicola Street and
1506-1590 Coal Harbour Quay

BY-LAW NO.

**A By-law to amend
CD-1 (312) By-law No. 7200**

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

1. This By-law amends the indicated provisions of By-law No. 7200.
2. In section 6.1, Council strikes out Table 1 and substitutes the following:

“Table 1

Use	Maximum Floor Area
Residential Uses	85 699 m ²
Retail, Service and Office Uses combined	9 598 m ²

"

3. In section 6.5, Council strikes out Table 2 and substitutes the following:

“Table 2 – Maximum Floor Area (in square metres)

Use	Sub-area (from Diagram 1)				
	1	2	3	4	5
Residential Uses	15 131	37 568	33 000	-	N/A
Retail, Service and Office Uses combined	2 820	1 998	1 570	1 800	

”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (590) By-law No. 11110**

Following the Public Hearing on July 13, 2021, Council resolved to amend CD-1 (590) for 4055 Cambie Street (formerly 4099 Cambie Street) to permit a wider range of commercial uses, creating consistency with more recently approved and comparable CD-1 by-laws. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

4055 Cambie Street
(formerly 4099 Cambie Street)

BY-LAW NO.

**A By-law to amend
CD-1 (590) By-law No. 11110**

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

1. This By-law amends the indicated provisions of By-law No. 11110.
2. In section 2.2, Council strikes out “within CD-1 (590)”.
3. In section 2.2(a), Council strikes out “, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives”.
4. In section 2.2(b), Council strikes out “By-law” and substitutes “section”.
5. In section 2.2(c), Council strikes out “, limited to Child Day Care Facility and Social Service Centre”.
6. Council:
 - (a) renumbers subsections 2.2(d) through (j) as subsections (e) through (k), respectively; and
 - (b) inserts a new subsection (d) as follows:

“(d) Live-Work Use;”.
7. In section 2.2(e), Council strikes out “, limited to Jewellery Manufacturing and Printing and Publishing”.
8. In section 2.2(g), Council strikes out “, limited to Farmers’ Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy”.
9. In section 2.2(h), Council strikes out “, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Print Shop, Repair Shop - Class A, Repair Shop Class - B, Restaurant - Class 1, Restaurant - Class 2, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel”.
10. In section 2.2(j), Council strikes out “, limited to Public Utility or Radiocommunication Station”.
11. In section 2.2(k), Council:
 - (a) strikes out “uses” and substitutes “Uses”; and
 - (b) strikes out “Section” and substitutes “section”.

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

Mayor

City Clerk

**EXPLANATION
A By-law to amend
CD-1 (745) By-law No. 12726**

Following the Public Hearing on July 13, 2021, Council resolved to amend CD-1 (745) By-law No. 12726 for 686-688 East 22nd Avenue, 3811-3891 Fraser Street and 679 East 23rd Avenue to correct map labelling. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

686-688 East 22nd Avenue,
3811-3891 Fraser Street and
679 East 23rd Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (745) By-law No. 12726**

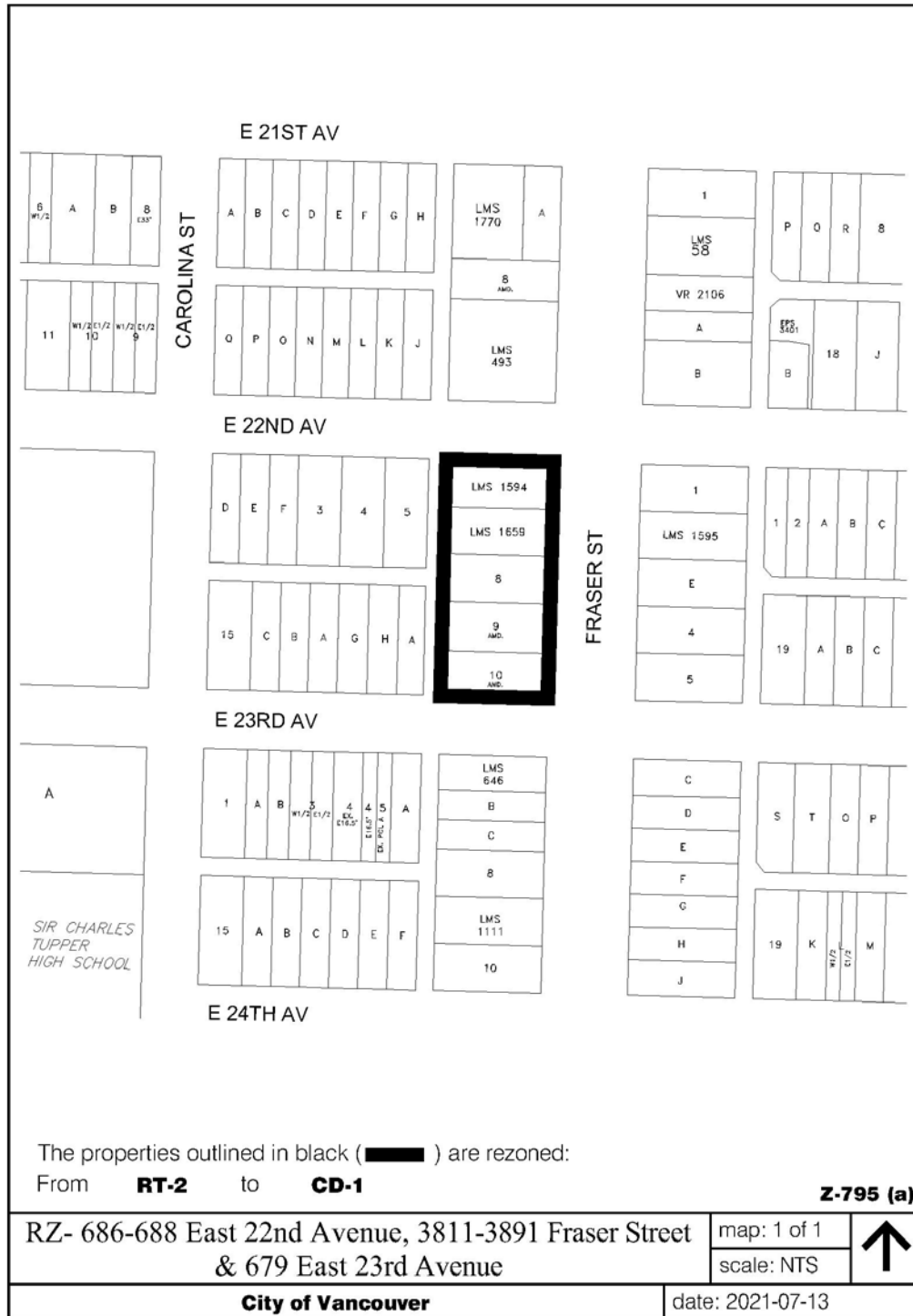
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of By-law No. 12726.
2. Council strikes out section 1 and substitutes the following:

“Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan numbered Z-795 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.”.
3. Council strikes out Schedule A and substitutes the following:

Schedule A



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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 11851
Re: 1119 Hornby Street**

This amendment to the Housing Agreement for 1119 Hornby Street, more commonly known as Murray Hotel ("**Murray Hotel**"), which was authorized by By-law 11851 on June 27, 2017 and was required as a condition of a grant provided by the City to Atira Women's Resource Society ("**Atira**"), lessee of the Murray Hotel, in the amount of \$530,000, modifies such Housing Agreement by, among other things, increasing the term of the Housing Agreement for an additional 10 years and increasing the number of units rented at shelter rates by an additional 78 units, as a condition of a further grant being provided by the City to Atira in the amount of \$350,000 that was approved in principle by City Council on June 23, 2021. The amendment to the Housing Agreement that necessitated this by-law has been consented to by the owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services
July 20, 2021

1119 Hornby Street
(Murray Hotel)

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 11851**

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. 11851 enacted June 27, 2017, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 1119 Hornby Street (the "**Housing Agreement**").

AND WHEREAS

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

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

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

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

PAGE 1 OF 8 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)

GROSSMAN & STANLEY

Business Lawyers

#800-1090 West Georgia Street

Vancouver

BC V6E 3V7

Phone: 604-683-7454

File No.: 5255-022 - Atira

LS-17-03232 (Housing Agreement Amendment)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

030-346-606

**AIR SPACE PARCEL A BLOCK 90 DISTRICT LOT 541 GROUP 1 NEW
 WESTMINSTER DISTRICT AIR SPACE PLAN EPP73419**

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):

KENSTONE PROPERTIES LTD. (INC. NO. 741004)

ATIRA WOMEN'S RESOURCE SOCIETY (INC. NO. S0017967) (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)

JAMES S. McRAE
 Barrister & Solicitor
 1100 - 505 Burrard Street
 Vancouver, B.C. V7X 1M5
 Telephone: (604) 331-8319

Execution Date		
Y	M	D
21	07	09

Transferor(s) Signature(s)

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

Print Name:

KEN TER-HUANG LIANG

Print Name:

OFFICER CERTIFICATION:

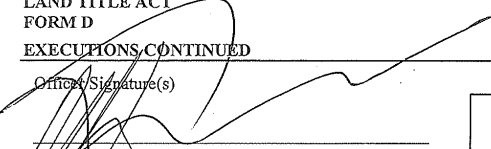
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 8 PAGES

Officer Signature(s)

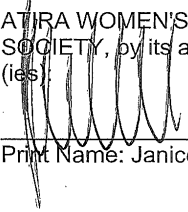

 Roderick L. Pearce
 Barrister & Solicitor

 Grossman & Stanley
 #800-1090 West Georgia Street
 Vancouver, BC V6E 3V7
 Phone: 604-683-7454

Execution Date

Y	M	D
21	07	08
21	07	

Transferor / Borrower / Party Signature(s)


 ATIRA WOMEN'S RESOURCE
 SOCIETY, by its authorized signatory
 (ies):

Print Name: Janice Abbott

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

PAGE 3 OF 8 PAGES

SCHEDULE

NATURE OF INTEREST
ModificationCHARGE NO.
CA7408567ADDITIONAL INFORMATION
Modification of Covenant CA7408567
Entire InstrumentNATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION
Granting the above Modification priority over Lease
CA74718197, as modified by CA7697581

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

MURRAY HOTEL - 1119 HORNBY STREET

Introduction

- A. It is understood and agreed that this instrument and Agreement, shall be read as follows:
 - I. the Transferor, KENSTONE PROPERTIES LTD., is called the "Owner";
 - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to the corporate entity and "Vancouver" when referring to geographic location;
 - III. ATIRA WOMEN'S RESOURCE SOCIETY is called "Atira"; and
 - IV. BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION is called "BC Housing" or the "Funder";
- B. The Owner is the registered owner of the Lands;
- C. The Owner has leased the Lands and the Building to Atira pursuant to the Lease;
- D. Atira applied for a grant from the City and BC Housing to enable it to fund renovations of the Single Room Accommodation designated Murray Hotel (referred to herein as the "Building"), located on the Lands at 1119 Hornby Street, comprised of upgrades to the common washrooms including new piping/plumbing, fixtures and finishes and subsequently, on July 21, 2015, the City's elected Council (the "City Council") approved a grant (the "City Grant") of \$530,000, subject to: (1) Atira first entering into a lease with the owner of the Building on terms and conditions satisfactory to the City; (2) all required development and building permits having been issued by the City; and (3) a Housing Agreement be entered into pursuant to Section 565.2 of the Vancouver Charter and registered on title, which Housing Agreement:
 - I. secures all 106 residential rooms in the Building for the term of the lease (15 years);
 - II. maximizes affordability of all rooms;
 - III. targets the tenant contribution to rent to the shelter component of income assistance (currently \$375 for a single person) for not less than one third (35) of the rooms; and
 - IV. includes such other terms and conditions as the Director of Legal Services and the Chief Housing Officer may require;
- E. On August 10, 2016, BC Housing's Executive Board approved a grant of \$250,000 (the "Funder Grant") to Atira subject to: (1) Atira first entering into a lease with the owner of the Building on terms and conditions satisfactory to BC Housing; (2) all required

development and building permits having been issued by the City; (3) a Housing Agreement to be entered into between the Owner, Atira, the City and BC Housing; and (4) an Operator Agreement with BC Housing;

- F. To satisfy the conditions of the City Grant and the Funder Grant, the Owner, Atira, the Funder and the City entered into a Housing Agreement (the "**Housing Agreement**") on March 1, 2017 and registered at the Land Title Office under Registration Number CA7408567;
- G. The number of residential units in the Building was subsequently confirmed to be 103 residential units;
- H. Atira applied for a subsequent grant (the "**Second City Grant**") of \$350,000 from the City to enable it to fund further renovations of the Building comprised of upgrades to, *inter alia*, the roof, lightwells, structure reinforcement, hot water system replacement, vinyl flooring installation and asbestos abatement and Atira received City Council's approval of the Second City Grant which is subject to a Modification of the Housing Agreement being entered into pursuant to Section 565.2 of the *Vancouver Charter* and registered on title, which Modification will:
 - I. change the number of Rental Housing Units being rented for no more than the Shelter Rate from 36 to 103; and
 - II. change the length of the Term of the Housing Agreement from 15 years to 25 years; and
 (the "**Second City Grant Condition**");
- I. Concurrently with entering into this Modification, the Owner and Atira will modify the Lease to change the length of the term of the lease from 15 years to 25 years such that the term of the Lease will align with the Term of the Housing Agreement, as amended hereby; and
- J. The City and the Owner have agreed to enter into this Modification of the Housing Agreement to satisfy the Second City Grant Condition, on the terms and conditions herein (the "**Modification**").

Consideration

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

1. Definitions

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

2. **Modification of the Housing Agreement**

The Owner and the City agree that the Housing Agreement shall be amended by:

- (a) deleting the reference to "15th anniversary" in Section 1.1(cc) and replacing it with "25th anniversary"; and
- (b) deleting Section 2.1(b) in its entirety and replacing it with the following:

"throughout the Term, cause to be provided, or will provide, respectively, not less than 103 residential units within the Building, all of which will be used only to provide Rental Housing (the "**Rental Housing Units**"), in accordance with the Affordable Rental Housing Condition, as amended and supplemented by the Second City Grant Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement;"
- (c) deleting Section 2.1(c) in its entirety and replacing it with the following:

"throughout the Term, not less than 103 of the Rental Housing Units will be rented for no more than the Shelter Rate"; and
- (d) deleting the reference to "the caretaker suite and" in Section 2.1(d)(i).

3. **Housing Agreement Ratified and Confirmed**

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

4. **No Modification of Lease**

Nothing contained herein will alter or amend the terms and conditions of the Lease.

5. **Amendment**

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

6. **Binding Effect**

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

7. **Time**


Time shall be of the essence of this Modification.

8. Conflict

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

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

BRITISH COLUMBIA HOUSING MANAGEMENT
COMMISSION, by its authorized signatories:

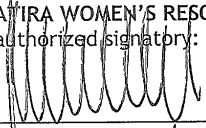

Name and Title: **Armin Amrolia**

**Associate Vice President
Development Strategies**


Name and Title: **Michael Pistrin**

**Associate Vice President
Asset Strategies**

ATIRA WOMEN'S RESOURCE SOCIETY, by its
authorized signatory:


Name and Title: **Anna Abbott, CEO**

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Lease registered under number CA7478197, as modified by Modification registered under number CA7697581;
- (b) "Existing Chargeholder" means Atira Women's Resource Society;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3329 Kingsway**

The land owner applied to the City develop the Lands pursuant to Development Application DP-2019-00830 to permit the development of a four-storey mixed use building containing one Commercial Retail Unit on the first storey and twelve (12) Secured Market Rental Dwelling Units on the first through fourth storeys. The Development Application was approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner securing 12 residential units as secured market rental housing for the longer of 60 years or the life of the building, which agreement was to be on terms satisfactory to Managing Director of Social Development and the Director of Legal Services. The Housing Agreement was accepted and executed by the land owner, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 3329 Kingsway**

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:

No PID Number

LOT A BLOCK 1 DISTRICT LOT 631 NEW
WESTMINSTER DISTRICT PLAN EPP56546

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

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

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

PAGE 1 OF 15 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)

John V Lee, Lawyer

6235 - 4000 No 3 Road
Richmond BC V6X 0J8

t: 604-238- 7388
 200266 B & M

20-01238-001 - Housing Agreement

Deduct LTSA Fees? Yes ☒

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

NO PID NMBR LOT A BLOCK 1 DISTRICT LOT 631 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP56546

STC? YES

Related Plan Number: **EPP56546**

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):

B & M INVESTMENT LTD., INC.NO. 380254

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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


Officer Signature(s)

JOHN V LEE
 Lawyer & Notary Public
 6235-4000 No. 3 Road,
 Richmond, B.C. Canada, V6X 0J8
 Tel: 604-238-7388
 Fax: 604-238-7383

Execution Date		
Y	M	D
21		

Transferor(s) Signature(s)

B & M INVESTMENT LTD., by its authorized signatory(ies):


 Name: **Bell Yuen**

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 15 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Entire Instrument

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

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

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

4185 Main Street

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, **B & M INVESTMENT LTD.**, is called the “**Owner**”, as more particularly defined in Section 1.1(r); and
 - II. the Transferee, **CITY OF VANCOUVER**, is called the “**City**” or the “**City of Vancouver**” when referring to corporate entity continued under the *Vancouver Charter*, and “**Vancouver**” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2019-00944 (the “**Development Application**”) to permit the development of a four-storey mixed use building with retail on the ground floor and residential on the second to fourth floor's (the “**Development**”), which Development Application was approved in principle, subject to, among other things, fulfilment of the condition that, prior to issuance of a Development Permit, the Owner will:
- “Make arrangements to the satisfaction of the General Manager of Planning and Development Services and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing 10 residential units, as secured market rental housing for the longer of 60 years or the life of the building, subject to the following additional conditions:*
- i. A no separate-sales covenant*
 - ii. A no stratification covenant.*
 - iii. That none of such units will be rented for less than one month at a time.*
 - iv. Such other terms and conditions as the General Manager of Planning and Development Services and the Director of Legal Services may in their sole discretion require.”*
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

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Housing Agreement and Building Use Covenant
4185 Main Street

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

1.1 Definitions. Terms defined in this Section 1.1, unless specifically otherwise provided in this Agreement, will have the following meanings:

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** has the meaning ascribed to it in Recital C;
- (g) **“Development Application”** has the meaning ascribed to it in Recital C;
- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of the Lands contemplated by the Development Application;
- (i) **“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;
- (j) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished 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;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely B & M Investment Ltd., and its successors and permitted assigns;
- (s) **"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 corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **"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;
- (u) **"Rental Housing Units"** means at least ten (10) new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **"Rental Housing Unit"** means any one of them;
- (v) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement Rental Housing Units"** means all of such units;

- (w) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) “**Term**” means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (z) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 **Interpretation.** In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than ten Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then 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) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than ten Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7;
- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise,

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Housing Agreement and Building Use Covenant
4185 Main Street

without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;

- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), 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(f), 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;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

3.1 No Occupancy. 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 General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability and proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

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Housing Agreement and Building Use Covenant
4185 Main Street

**ARTICLE 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

5.1 **Release and Indemnity.** Subject to Section 5.2, 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 or other right granted to the City pursuant to this Agreement; or
 - (ii) that arise out of, or would not have been incurred but for this Agreement, whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;

- (iii) 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 or other right granted to the City pursuant to this Agreement; or
- (iv) any negligent act or omission or willful 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
- (v) 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 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 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 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(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 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(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.

5.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 5 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 6 SUBDIVISION OF THE LANDS

6.1 By Air Space Subdivision Plan. Notwithstanding Section 2.1(f):

- (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 Rental Housing Units will thereafter be contained within a single air space parcel or remainder parcel (the "**Rental Housing Parcel**"); and
- (b) following such subdivision and the issuance of a final occupancy permit for the Rental Housing Parcel, the Owner may apply to the City for a partial discharge of this Agreement (the "**Discharge**") with respect to any legal parcel other than the Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable Discharge in respect of such other parcel(s) provided, that:
 - (i) the Director of Legal Services is satisfied that the Discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Rental Housing Units or in respect of the Rental Housing Parcel, pursuant to this Agreement;
 - (ii) the Discharge will be in form and substance acceptable to the Director 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.

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Housing Agreement and Building Use Covenant
4185 Main Street

6.2 Partial Discharge. Notwithstanding anything else contained herein, following the subdivision and partial discharge contemplated in Section 6.1, this Agreement will be read and applied so that the obligations and restrictions contained herein will apply only to the Rental Housing Parcel and this Agreement and the obligations and restrictions contained herein will not apply to any other portions of the Lands.

ARTICLE 7 NOTICES

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

- (a) If 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

- (b) If to the Owner, addressed to:

B & M Investment Ltd.
9320 Algoma Drive
Richmond, British Columbia V7A 3P7

Attention: Bernard Yuen

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

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

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

ARTICLE 8 MISCELLANEOUS

8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

8.4 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, subject to Section 8.8, be binding upon the Owner and its successors and assigns.

8.5 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

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

8.7 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the

Owner will cause the purchaser/transferee of the Rental Housing Parcel 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 of the Rental Housing Parcel will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees of the Rental Housing Parcel (other than the transfer of an interest in the Lands by way of mortgage).

8.8 No Liability. Despite Section 8.4 to the contrary, provided the parties comply with Section 8.7, the parties agree that neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after the Owner or any successors in title, as the case might be, has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

8.9 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

8.10 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

8.11 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.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 349 East 6th Avenue**

After public hearings on December 2 and 10, 2020, Council approved in principle the land owner's application to rezone the above noted property from RM-4 (Multiple Dwelling) 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
July 20, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 349 East 6th Avenue**

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

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

031-317-014

Lot 1 Block 28 District Lot 200A Group 1 New
Westminster District Plan EPP105770

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

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*, R.S.B.C. 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)

Scott Anderson, Lawson Lundell LLP

Barristers and Solicitors

24190-145367

1600 - 925 West Georgia Street

349 East 6th Avenue
Housing Agreement (Social Housing)

Vancouver

BC V6C3L2

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:

[PID]

[LEGAL DESCRIPTION]

031-317-014

LOT 1 BLOCK 28 DISTRICT LOT 200A GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP105770

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):

BRUNSWICK & 6TH DEVELOPMENT LTD. (INC. NO. BC1208982)

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (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

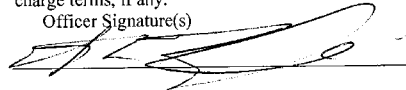
CANADA

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)



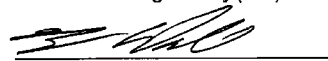
SHAUN LANGLOIS
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date

Y	M	D
2021	04	06

Transferor(s) Signature(s)

BRUNSWICK & 6TH
DEVELOPMENT LTD., by its
authorized signatory(ies):


Print Name: Bruno Wall

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 18 PAGES

Officer Signature(s)


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

(as to Stephanie Allen (signature))


Execution Date

Y	M	D
21	07	07
21	07	09

Transferor / Borrower / Party Signature(s)

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

 Print Name: Stephanie Allen


 Print Name: Dale McMann
CITY OF VANCOUVER, by its
authorized signatory;

Print Name: _____

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 18 PAGES

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

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		Granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA7560340 and Assignment of Rents CA7560341

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
(Social Housing)
349 EAST 6TH AVENUE

WHEREAS:

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

- (i) the Transferor, BRUNSWICK & 6TH DEVELOPMENT LTD., is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from RM-4 (Multiple Dwelling) to CD-1 (Comprehensive Development) District to permit the development of a new development containing 82 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"2.7. Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all dwelling units as social housing for the greater of 60 years and the life of the building, which will contain the following terms and conditions:

- (a) A no separate-sales covenant;*
- (b) A no stratification covenant;*
- (c) That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- (d) Requiring such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*
- (e) Not less than 44% of the social housing units will be occupied by households with incomes below the then current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table*

published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;

- (f) *Not less than 44% of the social housing units to be rented to seniors, meaning at least one member of the household is aged 55 or older; and*
- (g) *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require."*

(the "Social Housing Condition"); and

D. The Owner and the Adjacent Lot Owner entered into an agreement (the "Development Agreement") whereby the Owner will transfer ownership of the Lands to the Adjacent Lot Owner upon completion of the Development and the Adjacent Lot Owner will transfer ownership of the Adjacent Lot to the Owner concurrently;

Subject to an amendment to the RHS ODP to permit the one for one replacement of existing rental housing units with dwelling units on lots adjacent to the zoning district of the site that requires the replacement housing, or on another site that was subject to the RHS ODP before it was rezoned to allow for replacement housing, and is adjacent to the contiguous area of the zoning district of the site that requires the replacement housing, any amendments to the RHS ODP following the date of this Agreement, any requirements under other applicable City by-laws and any further conditions or requirements of City Council in connection with any rezoning or development application of the Adjacent Lot, the City acknowledges that the provision of social housing on the Lands by the Owner as part of the arrangement described in Recital D will satisfy the current requirement under the RHS ODP to replace the social housing units currently located on the Adjacent Lot with the social housing units being constructed in the Development and secured hereby; and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Adjacent Lot" means the lot adjacent to the Lands, with a civic address at 325 E. 6th Avenue and legally described as:

PID: 012-145-564
Lot C (Explanatory Plan 9473) Block 28 District Lot 200A Plan 197;

- (b) **"Adjacent Lot Owner"** means Brightside Community Homes Foundation, as registered owner of the Adjacent Lot, and any successors in title to the Adjacent Lot or any portion thereof;
- (c) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (d) **"City"** and **"City of Vancouver"** are defined in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (h) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (i) **"Development Agreement"** has the meaning ascribed to that term in Recital D;
- (j) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (k) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (l) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (m) **"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;
- (n) **"Housing Income Limit"** or **"HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, or an equivalent figures, as determined annually by the British Columbia Housing Management Commission or its successors in function;
- (o) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

- (p) "Lands" means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then "Lands" will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (q) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) "New Building" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (t) "Owner" means the Transferor, BRUNSWICK & 6TH DEVELOPMENT LTD., and any successors in title to the Lands or a portion of the Lands;
- (u) "Rental Housing" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (v) "Replacement Social Housing Unit" has the meaning ascribed to that term in section 2.1(b) and "Replacement Social Housing Units" means all of such units;
- (w) "Residential Tenancy Act" means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) "Rezoning" means the rezoning of the Lands as described in Recital C;
- (y) "RHS ODP" means the Rental Housing Stock Official Development Plan, dated June 2018, as may be amended or replaced from time to time;
- (z) "Social Housing" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current

“Housing Income Limits” table published by the British Columbia Housing Management Commission, or equivalent publication;

- (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (aa) “**Social Housing Condition**” has the meaning ascribed to that term in Recital C;
 - (bb) “**Social Housing Units**” has the meaning ascribed to that term in Section 2.1(b), and “**Social Housing Unit**” means any one of such Social Housing Units;
 - (cc) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building;
 - (dd) “**Transfer**” has the meaning ascribed to that term in Section 3.2; and
 - (ee) “**Vancouver Charter**” means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

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

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 44% of the Social Housing Units, will be:
 - (i) occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
 - (ii) occupied by households where at least one member is aged 55 or older;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) throughout the Term, other than the period from the Commencement Date to the date that is forty-five (45) days after the date on which the Occupancy Permit for the New Building is issued, all of the Social Housing Units will be owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and land; and

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

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
 - (ii) a final rent roll confirming the rents (listed by unit bedroom type) to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
 - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit;
- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).

3.2 The Owner acknowledges and agrees that, as described in Recital D, it has entered into a Development Agreement with the Adjacent Lot Owner whereby registered and beneficial ownership of the Lands will be transferred (the “**Transfer**”) from the Owner to the Adjacent Lot Owner on or about the day that is thirty (30) days after the date on which the City issues an Occupancy Permit for the New Building. In connection therewith, the Owner acknowledges and covenants and agrees with the City in respect of the use of the Lands and the New Building, that:

- (a) if the New Building is eligible for the issuance of an Occupancy Permit by the City and the Transfer has not been completed, the City may, in its sole discretion, issue an Occupancy Permit that is conditional upon the Transfer

completing within forty-five (45) days of the date on which the City issues such Occupancy Permit for the New Building; and

- (b) if the Transfer has not been completed by the day that is forty-five (45) days after the date on which the City has issued the Occupancy Permit for the New Building:
 - (i) the City may, in its sole discretion, revoke the issued Occupancy Permit; and
 - (ii) forthwith upon such revocation of the issued Occupancy Permit, the Owner will not suffer or permit the occupation of the New Building until such time as the Transfer has been completed and a new Occupancy Permit has been issued by the City.

- 3.3 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit (with respect to Section 3.1) or the revocation of an issued Occupancy Permit (with respect to Section 3.2) for the New Building until there is compliance with the respective provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
 - (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the

City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

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

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

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

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 8.1) and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

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

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

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

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

ARTICLE 7 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

Brunswick & 6th Development Ltd.
1010 Burrard Street
Vancouver, British Columbia

V6Z 2R9

Attention: President

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

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

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

ARTICLE 8 MISCELLANEOUS

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

- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA7560340 and the Assignment of Rents registered under number CA7560341;
- (b) **"Existing Chargeholder"** means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION

25

Authorization to enter into a Housing Agreement Re: 2776 Semlin Drive and 2025 East 12th Avenue

After public hearings on May 26, 2020, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (Single-family dwelling) 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
July 20, 2021

BY-LAW NO.

A By-law to enact a Housing Agreement for 2776 Semlin Drive and 2025 East 12th Avenue

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

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

007-009-691

Lot C of Lot D Block 163 District Lot 264A Plan 19457

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

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

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

PAGE 1 OF 22 PAGES

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

1. APPLICATION: (Name, address, phone number of applicant, applicant's solicitor or agent)
 [Applicant's lawyer to insert]

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]
007-009-691 LOT C OF LOT D BLOCK 163 DISTRICT LOT 264A PLAN 19457

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):
SEE SCHEDULE

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)

Execution Date		
Y	M	D

Transferor(s) Signature(s)

See Form D

OFFICER CERTIFICATION:

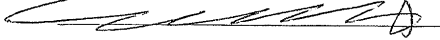
Your signature constitutes a representation that you are a solicitor, notary public or other person authorized by the *Evidence Act*, R.S.B.C. 1996, c.124, to take affidavits for use in British Columbia and certifies the matters set out in Part 5 of the *Land Title Act* as they pertain to the execution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

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 22 PAGES

Officer Signature(s)

**CAMERON G. WHITE**
Barrister & Solicitor
901-1788 West Broadway
Vancouver, BC V6J 1Y1
(604) 736-9791

Execution Date

Y M D

21 05 37

Transferor / Borrower / Party Signature(s)

BRITISH COLUMBIA CONFERENCE
PROPERTY DEVELOPMENT
COUNCIL OF THE UNITED CHURCH
OF CANADA, by its authorized
signatory(ies):

Print Name: TREENA DUNCAN

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 3 of 22 PAGES

Officer Signature(s)



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

(as to Stephanie Allen signature)

Execution Date

Y	M	D
21	07	07
21	07	09

Transferor / Borrower / Party Signature(s)

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

 Print Name: Stephanie Allen


 Print Name: Dale McMann

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.

Transferor / Borrower / Party Signature(s)

.....

Y	M	D
---	---	---

Print Name: _____

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 ESCHEDULE

PAGE 5 OF 22 PAGES

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

Covenant

Section 219 Covenant

Entire Instrument

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Granting the above Covenant priority over
Mortgage CA7362118 and Assignment of Rents
CA7362119

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

**LAND TITLE ACT
FORM E**

SCHEDULE

PAGE 6 OF 22 PAGES

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

5. TRANSFEROR(S):

BRITISH COLUMBIA CONFERENCE PROPERTY DEVELOPMENT COUNCIL OF THE UNITED
CHURCH OF CANADA (INC. NO. S6928)

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (AS TO PRIORITY)

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)2776 Semlin Drive and 2025 East 12th Avenue

WHEREAS:

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

- (i) the Transferor, BRITISH COLUMBIA CONFERENCE PROPERTY DEVELOPMENT COUNCIL OF THE UNITED CHURCH OF CANADA, is called the "Owner" as more particularly defined in Section 1.1; and
- (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity and "Vancouver" when referring to geographic location;

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

C. The Owner made an application to rezone the Lands from RS-1 (Single-family Dwelling) to a CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a mixed-use building with 104 social housing units and a church and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"8. *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function) and the Director of Legal Services (or successor in function) to enter into a Housing Agreement and Section 219 Covenant securing all dwelling units as social housing for 60 years or the life of the building, whichever is greater, which will contain the following terms and conditions:*

- (a) *A no separate-sales covenant;*
- (b) *A no stratification covenant;*
- (c) *That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the city, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- (d) *Requiring such units to be used for "social housing" as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*

- (e) *Not less than 30 per cent of the social housing units will be occupied only by households with incomes below the then current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30 per cent of the aggregate household income of the members of the household occupying such social housing unit; and*
- (f) *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.*

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City by by-law enacted pursuant to Section 595.2 of the Vancouver Charter."

(the "Social Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Approving Officer" means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) "Building Permit" means a building permit issued by the City authorizing construction of any Building on the Lands, or any portion of the Lands, at any time following the date this Agreement is fully executed by the parties;
- (d) "City" and "City of Vancouver" are defined in Recital A(ii);
- (e) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;

- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (h) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (i) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (k) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"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;
- (m) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;

- (q) **"New Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) **"Owner"** means the Transferor, British Columbia Conference Property Development Council of the United Church of Canada, and any successors in title to the Lands or a portion of the Lands;
- (t) **"Permit"** means any Development Permit or Building Permit or Occupancy Permit applied for in respect of any Building to be constructed on the Lands, or any portion thereof, following the execution of this Agreement;
- (u) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (v) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (w) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (x) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (y) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City,

registered against the freehold or leasehold title, with such priority of registration as the City may require;

- (z) **"Social Housing Air Space Parcel"** has the meaning ascribed to that term in Section 8.1;
- (aa) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (bb) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (cc) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the New Building is demolished or substantially destroyed; and
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (dd) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

- Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.

- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;

- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month;
- (j) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity;
- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 DEVELOPMENT RESTRICTION ON THE LANDS

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

- (a) the Owner will not construct, nor permit to be constructed any Building on the Lands or any portion of the Lands;
- (b) the Owner will not apply for any Permit other than the Development Permit and the Building Permit;
- (c) the Owner will take no action nor cause any direct or indirect action to be taken to compel the issuance of any Permit; and
- (d) the City will not be under any obligation to issue any Permit;

until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, an interim rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit, the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units.

3.2 Without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit, the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and

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

ARTICLE 5 RECORD KEEPING

- 5.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity. Subject to Section 7.2, the Owner hereby:
 - (a) 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 or other right granted to the City pursuant to this Agreement; or

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

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

- (i) this Agreement;
- (ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
- (iii) 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 or other right granted to the City pursuant to this Agreement;
- (iv) 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
- (v) 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 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to

Section 7.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 7.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

- 7.3 Survival of Release and Indemnities. The release and indemnities in this Article 5 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 Subdivision of the Lands: Notwithstanding Section 2.1(g):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by the deposit of an air space subdivision

plan, to enable all of the Social Housing Units to be contained within one air space parcel (the "Social Housing Air Space Parcel"); and

- (b) following such a subdivision and the issuance of an occupancy permit for the Social Housing Air Space Parcel, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Social Housing Air Space Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s) provided, that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Social Housing Units or in respect of the Social Housing Air Space Parcel pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

- 8.2 Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply to the Social Housing Air Space Parcel.

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, shall be in writing and shall be given by registered mail or personal delivery, addressed as follows:

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

- (b) If to the Owner:

British Columbia Conference Property Development Council of the
United Church of Canada

#901 - 1788 West Broadway
Vancouver, British Columbia V6J 1Y1

Attention: President

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

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

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

ARTICLE 10 MISCELLANEOUS

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

- 10.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 10.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 10.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 10.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 10.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7362118 and the Assignment of Rents registered under number CA7362119;
- (b) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (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:

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

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

END OF DOCUMENT

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

Following the Public Hearing on October 27, 28, and 29, 2020, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

203-263 West 49th 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:

“

779	13061	203-263 West 49th Avenue
-----	-------	--------------------------

”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

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

Following the Public Hearing on December 8, 2020, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

2406-2488 Garden Drive

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:

“

780	13062	2406-2488 Garden Drive
-----	-------	------------------------

”

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: 203-263 West 49th Avenue**

Following the Public Hearing on October 27, 28, and 29, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

203-263 West 49th Avenue

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:

“

203-263 West 49th Avenue	CD-1(779)	13061	C-2
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”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 2406-2488 Garden Drive**

Following the Public Hearing on December 8, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
July 20, 2021

2406-2488 Garden Drive

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:

“

2406-2488 Garden Drive	CD-1(780)	13062	C-2
------------------------	-----------	-------	-----

”.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 4495 Camosun Street (formerly 4175 West 29th Avenue)**

Enactment of the attached By-law will delete 4495 Camosun Street (formerly 4175 West 29th Avenue) from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 24, 2018 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 20, 2021

4495 Camosun Street
(formerly 4175 West 29th Avenue
(St. George's Senior School))

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 Parcel 100, Block 292, District Lot 140, Group 1, New Westminster District Plan BCP420; PID: 025 453-254 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

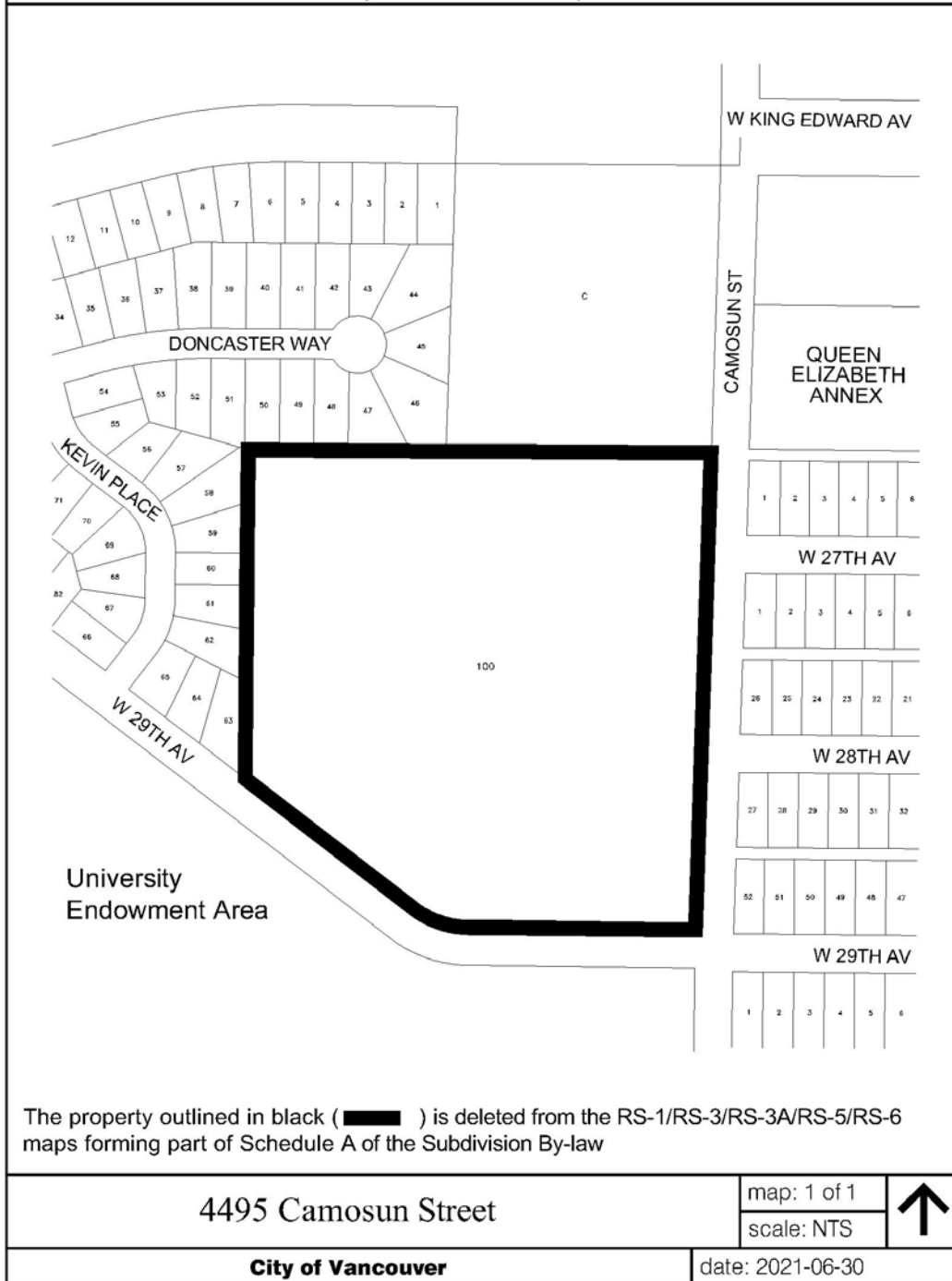
Mayor

City Clerk

Schedule A

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

being the Subdivision By-law



EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 988 West 64th Avenue and 8030-8130 Oak Street**

Enactment of the attached By-law will delete 988 West 64th Avenue and 8030-8130 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 18, 2018 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 20, 2021

988 West 64th Avenue and
8030-8130 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. 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 1, Except the West 7 Feet and the East 10 Feet, Now Highways, Block 15 of Block B District Lots 319, 323 and 324, Plan 1685, and Lots 2-7, Except the West 7 Feet and the East 10 Feet, Now Highways of Lot 15, all of Block B, District Lots 319, 323, and 324, Plan 1685; PIDs: 002-925-214, 015-619-613, 014-438,062, 008-762-309, 014-434-997, 011-752-792, and 014-435-021 respectively from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

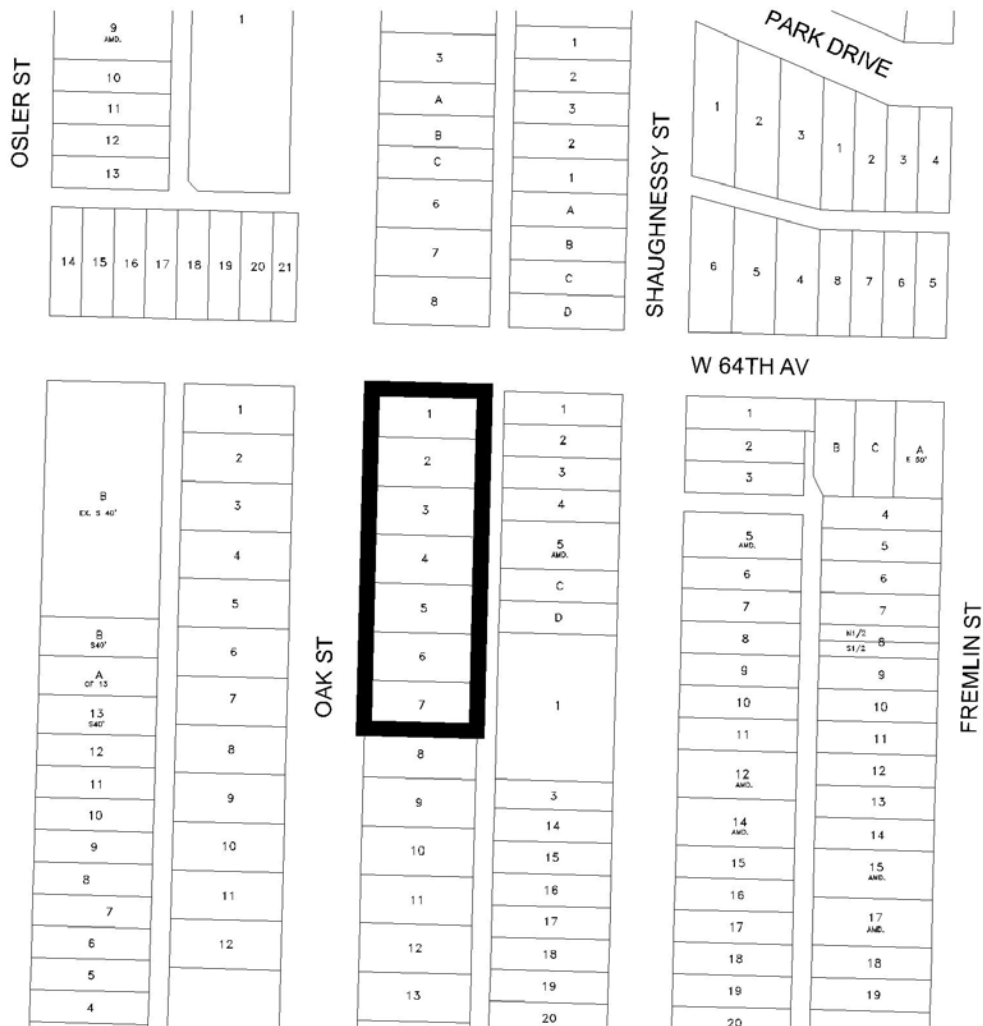
ENACTED by Council this day of , 2021

Mayor

City Clerk

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

988 W 64th Avenue and 8030-8130 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-30

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 2246-2268 East Broadway**

Enactment of the attached By-law will delete 2246-2268 East Broadway from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 19, 2021 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 20, 2021

2246-2268 East Broadway

BY-LAW NO.

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

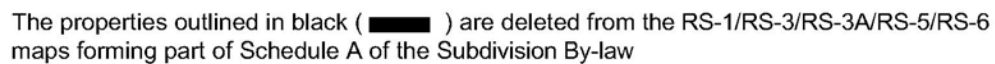
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

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 Lots 6 to 9, Except the South 10 Feet Now Lane, of Lot B Block 164, District Lot 264A Plans 304 and 1771; PIDs: 015-397-335, 013-615-297, 011-299-223 and 015-265-030, respectively from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk



date: 2021-06-30

EXPLANATION**Subdivision By-law No. 5208 amending By-law
re: 4989-5049 Ash Street**

Enactment of the attached By-law will delete 4989-5049 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 28, 2020 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 20, 2021

4989-5049 Ash Street

BY-LAW NO.

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting Lots 42 to 45, Block 839, District Lot 526, Plan 8710; PIDs: 007-769-067, 009-956-204, 009-956-808, and 009-956-816 respectively, from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

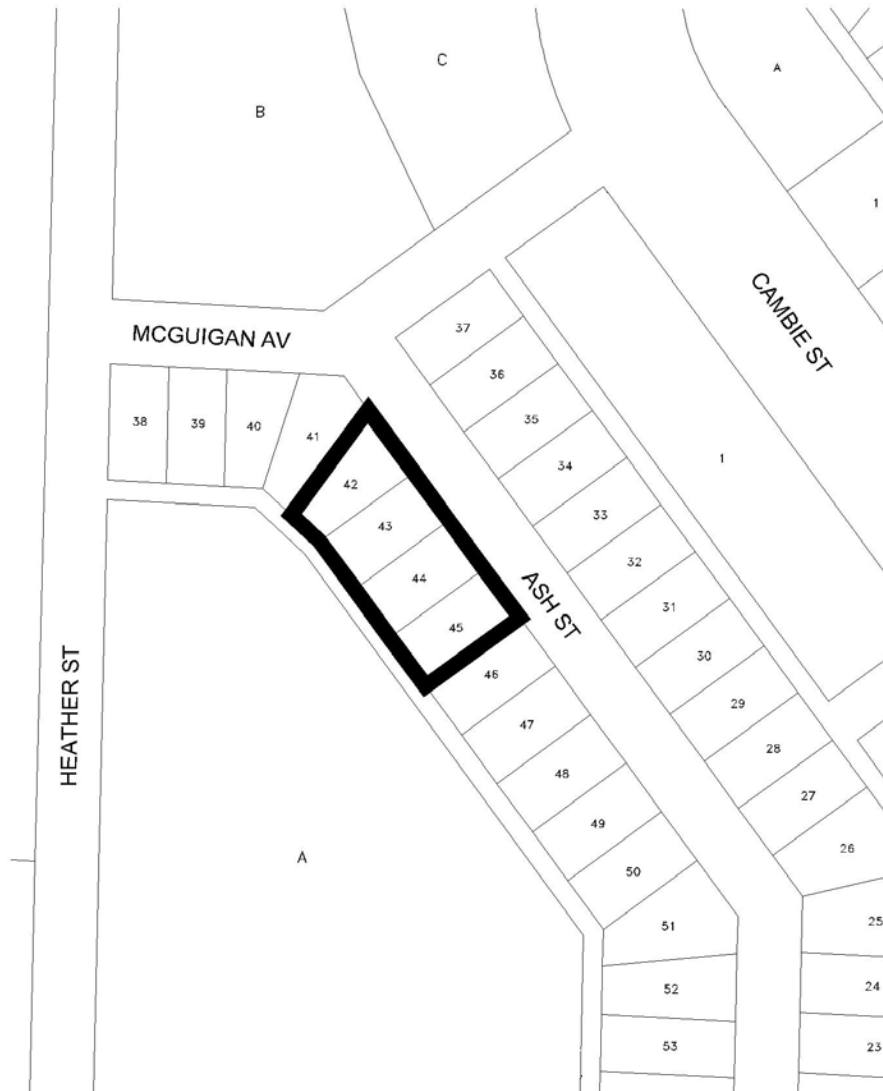
ENACTED by Council this day of , 2021.

Mayor

City Clerk

Schedule A

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



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

4989-5049 Ash Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-30

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 2499 East 48th Avenue**

Enactment of the attached By-law will delete 2499 East 48th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 10, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 20, 2021

2499 East 48th 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 2, Block C and D North West Quarter, District Lot 336, Group 1 New Westminster, District Plan EPP65874; PID: 030-053-609 from the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

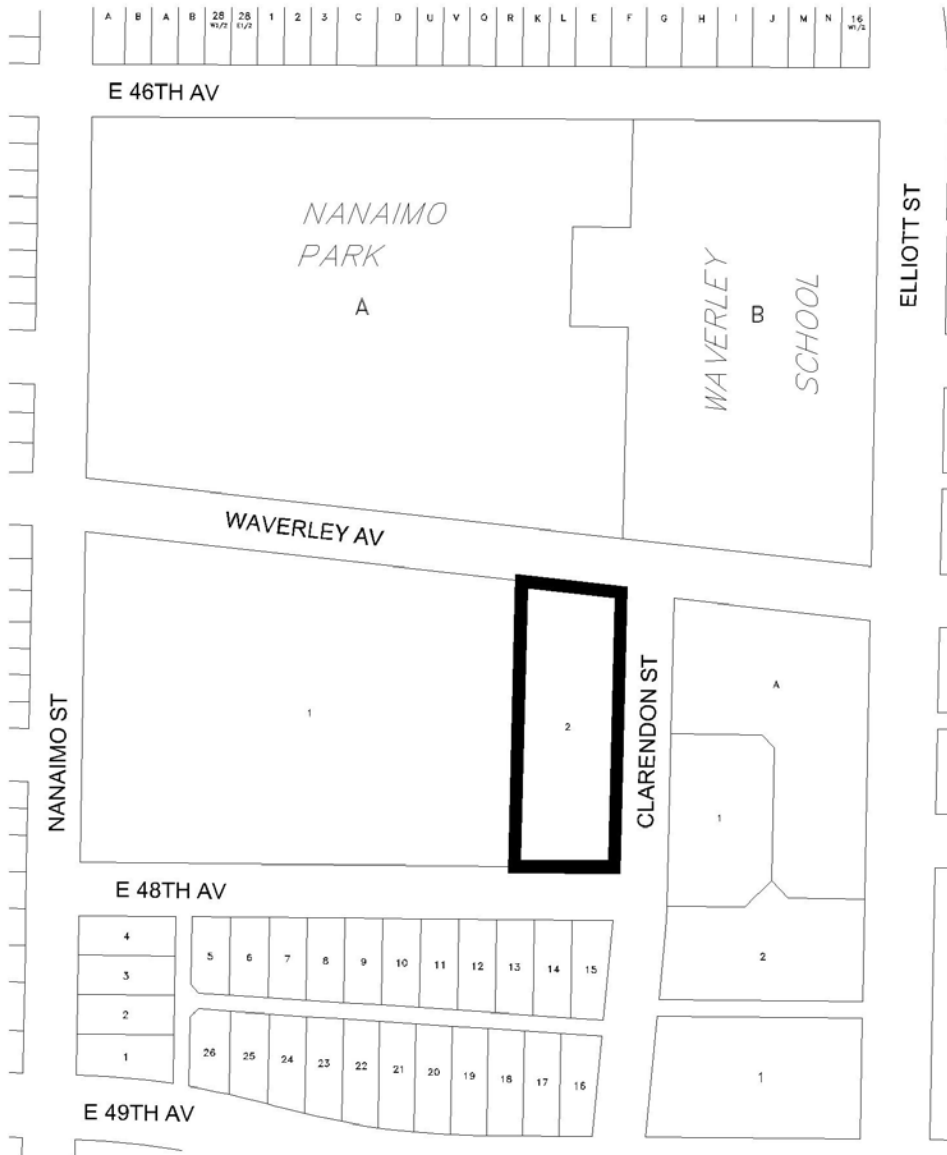
ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A

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



The 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

2499 East 48th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-30

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1008 West 47th Avenue and 6335-6363 Oak Street**

Enactment of the attached By-law will delete 1008 West 47th Avenue and 6335 - 6363 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of on July 9 and 11, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
July 6, 2021

1008 West 47th Avenue and
6335-6363 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. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting the following properties from the RS-1, RS-3, RS-3A, RS-5 and RS-6 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 010-300-333; Lot 12, Block 10, District Lot 526, Plan 7908;
- (b) PID: 010-300-317; Lot 13, Block 10, District Lot 526, Plan 7908; and
- (c) PID: 008-768-625; Lot 14, Block 10, District Lot 526, Plan 7908.

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

1008 West 47th Avenue & 6335-6363 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-06-30

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

Following the Public Hearing on July 23, 2020, Council gave conditional approval to the rezoning of the site at 809-889 West 33rd Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 20, 2021

809-889 West 33rd Avenue

BY-LAW NO. _____

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

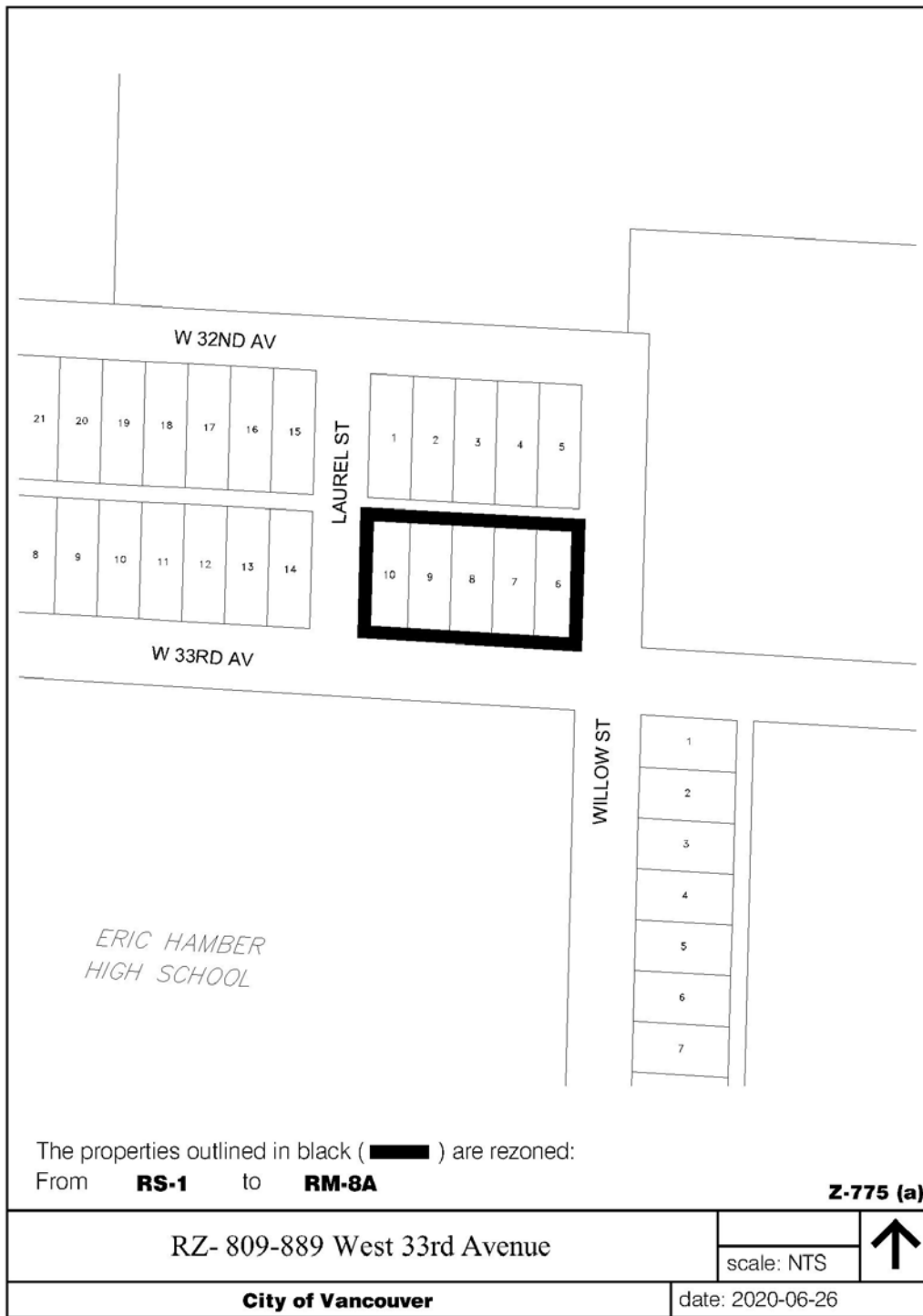
1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District Plan attached as Schedule D to By-law No.3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-775 (a) 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-8A 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 amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

Following the Public Hearing on November 5, 2019, Council gave conditional approval to the rezoning of the site at 835-837 East Hastings 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
July 20, 2021

835-837 East Hastings Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-760 (h) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (784).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (784), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Club, Community Centre or Neighbourhood House, and Fitness Centre;
- (c) Institutional Uses, limited to Social Service Centre;
- (d) Office Uses, limited to General Office, Health Care Office and Health Enhancement Centre;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, and Retail Store;
- (f) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, and School - Vocational or Trade;

- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 3.

Conditions of Use

4. All commercial uses and accessory uses listed in this By-law shall be carried on wholly within a completely enclosed building except for the following:

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site area is 567.04 m² being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 4.33.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted residential floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof which are located at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, to a maximum total area of 10% of the total permitted floor area;
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building Height

6. Building height, measured from base surface, must not exceed 22.4 m.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (784).

7.6 A habitable room referred to in section 7.1 does not include:

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

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

Zoning and Development By-law

Severability

Force and effect

ENACTED by Council this day of , 2021

City Clerk



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

Z-760 (h)

RZ- 835-837 East Hastings Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2019-10-01

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

Following the Public Hearing on October 27, 28 and 29, 2020, Council gave conditional approval to the rezoning of the site at 3701-3743 West Broadway. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 20, 2021

3701-3743 West Broadway

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-780 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (785).

Definitions

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

- (a) for the purposes of calculating the total dwelling unit area for section 5.1 of this By-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls excluding any floor area as required by section 6.4 of this By-law; and
- (b) "Moderate Income Rental Housing Units" means dwelling units that meet the requirements of approved Council policies and guidelines for Moderate Income Rental Housing, as secured by a housing agreement registered on title to the property.

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (785), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Arcade, Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or

Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;

- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;
- (g) Utility and Communication Uses, limited to Public Utility and Radio Communication Station; and
- (h) Accessory uses customarily ancillary to the uses permitted in this section.

Conditions of Use

5.1 A minimum of 20% of the total dwelling unit area must be Moderate Income Rental Housing Units.

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

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

5.3 There shall be no dwelling units above the 14th storey.

5.4 The uppermost storey is limited to amenity areas to be made available only to occupants of dwelling units within the building.

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

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and

- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

Floor Area and Density

6.1 Computation of floor space ratio must assume that the site consists of 2,155.6 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio for all uses must not exceed 5.27.

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

6.4 Computation of floor area and dwelling unit area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 1,137 m²; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

6.5 The use of floor area excluded under section 6.4 must not include any use other than that which justified the exclusion.

6.6 Where floor area associated with storage space is excluded under section 6.4(e), a minimum of 20% of excluded floor area above base surface must be located within the Moderate Income Rental Housing Units as storage space.

Building Height

7.1 Building height, measured from base surface to the roof of the amenity room must not exceed 52.61 m.

7.2 Despite the provisions of section 7.1 and of section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms and mechanical screens, if the Director of Planning first considers:

- (a) siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- (b) all applicable policies and guidelines adopted by Council.

Horizontal Angle of Daylight

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

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

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council, and:

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

8.5 An obstruction referred to in section 8.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (785).

8.6 A habitable room referred to in section 8.1 does not include:

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

Acoustics

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

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

Zoning and Development By-law

10. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (785).

Severability

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

Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on December 2, 2020, Council gave conditional approval to the rezoning of the site at 4745-4795 Main 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
July 20, 2021

4745-4795 Main Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-781 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (786).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (786), and the only uses for which the Director of Planning or the Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses, limited to Artist Studio, Arcade, Arts and Culture Indoor Event, Billiard Hall, Bowling Alley, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, and Theatre;
- (c) Institutional Uses, limited to Child Day Care Facility and Social Service Centre;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmer's Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, Small-scale Pharmacy and Vehicle Dealer;
- (f) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal

Studio, Repair Shop – Class A, Repair Shop – Class B, Restaurant, School – Arts or Self-Improvement, School – Business, School – Vocational or Trade, and Wedding Chapel;

- (g) Utility and Communication Uses; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of Use

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

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

- (a) Farmer's Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant;
- (e) Outdoor seating in conjunction with Retail Uses; and
- (f) Display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

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

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 1,873.3 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 3.7.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances, which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of all such exclusions must not exceed 12% of the permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and rooftop gardens, if the Director of Planning first approves the design of the sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building Height

6.1. Building height, measured from base surface to top of parapet, must not exceed 22 m.

6.2. Despite the provisions of section 6.1 and of section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for rooftop appurtenances such as stairs, elevators, elevator machine rooms, mechanical screens, a vestibule accessing a green roof, or similar features, if the Director of Planning first considers:

- (a) siting and sizing in relation to views, overlook, shadowing, and noise impacts; and
- (b) all applicable policies and guidelines adopted by Council.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (786).

7.6 A habitable room referred to in section 7.1 does not include:

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

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (786).

Severability

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

Force and effect

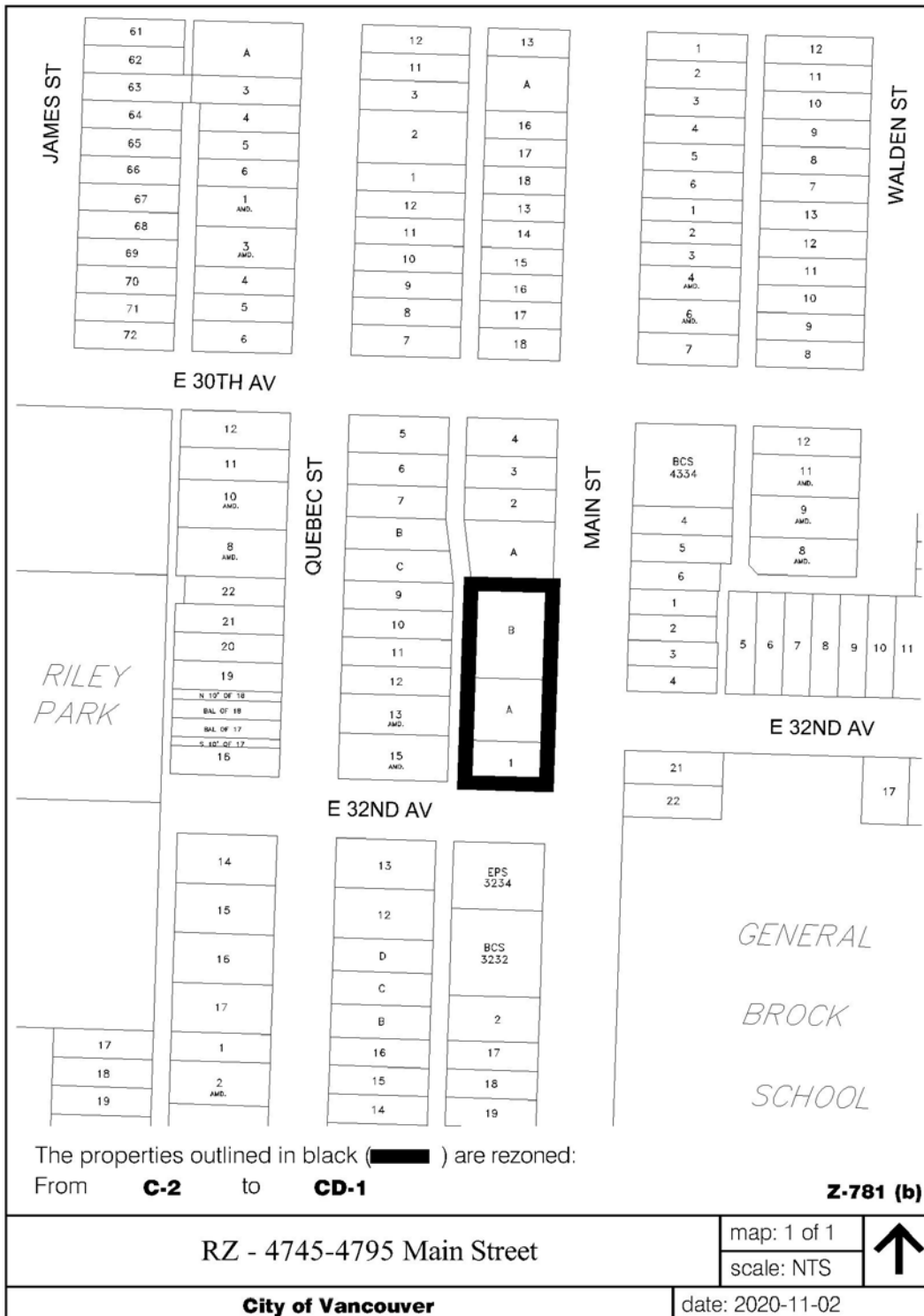
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend Street and Traffic By-law No. 2849
regarding electric kick scooters**

On June 24, 2021, Council resolved to amend the Street and Traffic By-law to regulate the use of electric kick scooters as part of the Provincial pilot project. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
July 20, 2021

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding electric kick scooters**

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law.
2. Council inserts a new definition of “electric kick scooter” in the correct alphabetical order as follows:

“**Electric Kick Scooter**” has the meaning set out in the “Electric Kick Scooter Pilot Project Regulation” (B.C. Reg. 90/2021) effective April 5, 2021.”

3. Council strikes the definition of “Protected Bicycle Lane” in section 3 and replaces it as follows:

“**Protected Bicycle Lane**” means that a part of a roadway or path which is separated from motor vehicle traffic by a bicycle lane buffer and is designated by the City Engineer for use by persons on bicycles, non-motorized skates, skateboards, electric kick scooters or push scooters.”

4. Council strikes sections 60G., 60H., and 60I., and replaces them as follows:

“60G. No person shall ride a bicycle, skateboard, electric kick scooter or push scooter, or use non-motorized skates in a marked crosswalk, unless it is also marked by elephants’ feet markings on one or both sides of the crosswalk, or it is otherwise signed to permit cycling.

60H. Subject to the provisions of section 60I, a person may ride a bicycle, skateboard, electric kick scooter or push scooter, or use non-motorized skates in an unmarked crosswalk.

60I. A person riding a bicycle, skateboard, electric kick scooter or push scooter, or using non-motorized skates in, through or out of a marked or unmarked crosswalk, must yield the right of way to pedestrians who are entering into, walking in or walking out of the crosswalk. For the purposes of this section, a marked crosswalk includes the area of the crosswalk delineated by elephants’ feet markings.”

5. Council strikes subsection 77A(1) and replaces it as follows:

“(1) Despite section 77, but subject to the requirements of this section, a person may ride or coast on non-motorized skates, a skateboard, electric kick scooter or a push scooter on any minor street or protected bicycle lane.”

- “77B. Notwithstanding subsection 77A (1), no person shall ride an electric kick scooter on a minor street or protected bicycle lane if the electric kick scooter is rented or leased.”
7. A decision by a Court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
8. This By-law is to come into force and take effect on the date of its enactment.

Mayor

City Clerk