

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 585 East 52nd Avenue**

Enactment of the attached By-law will reclassify the property at 585 East 52nd Avenue from Category D to Category A on the RS-1 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of July 21, 2021.

Director of Legal Services
September 21, 2021

585 East 52nd Avenue

BY-LAW NO. _____

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

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A attached to and forming part of this By-law by reclassifying Lot 13, Block 2, District lot 653, Plan 5466 from Category D to Category A on the RS-1 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2021

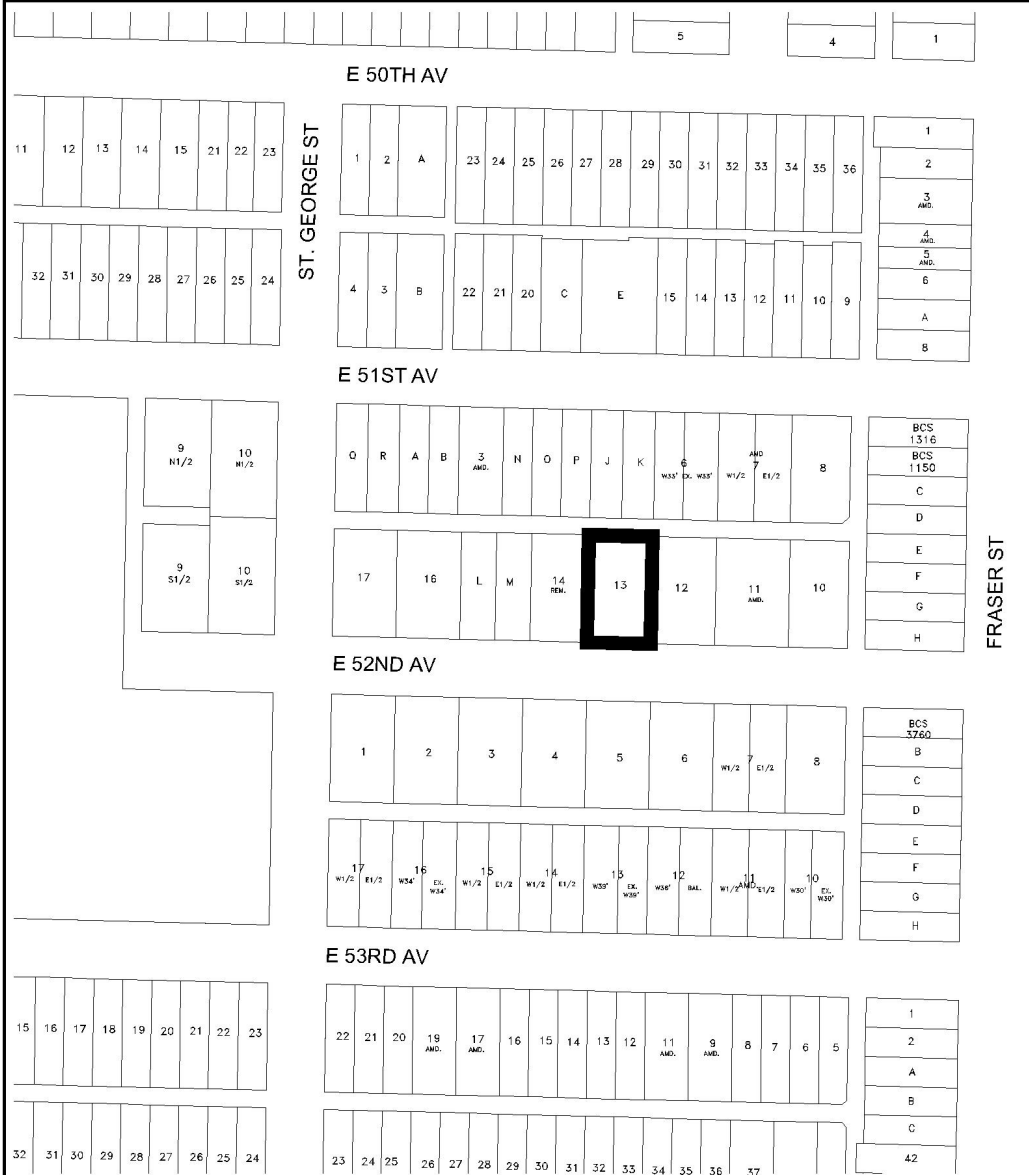
Mayor

City Clerk

Schedule A

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

being the Subdivision By-law



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

585 East 52nd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION**2022 Real Property Tax Interest on Arrears**

The attached By-law will implement Council's resolution of September 21, 2021 to set the interest rate for delinquent real property taxes for 2022 at 6.45%.

Director of Legal Services
September 21, 2021

BY-LAW NO.

A By-law to provide for the imposition of interest on delinquent property taxes for 2022

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

1. The name of this By-law, for citation, is the “2022 Real Property Tax Interest By-law”.
2. All real property taxes that are or become delinquent after December 31, 2021, are to bear interest at the rate of 6.45% per annum compounded annually.
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
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

Following the Public Hearing on July 23, 2020, Council gave conditional approval to the rezoning of the site at 2735 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
September 21, 2021

2735 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-775 (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 (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, 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, and Secondhand Store;
- (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, limited to Public Utility and Radio Communication Station; 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, 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) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

4.3 The design and 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 1,495.7 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 3.68.

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 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, 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.

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 to top of parapet, must not exceed 21.1 m.

Horizontal Angle of Daylight

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

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

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

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

- (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% of 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 (784).

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

<div style="text-align: center;">PANDORA ST</div> <div style="display: flex; justify-content: space-between;"> <table border="1" style="width: 40%;"> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td></tr> <tr><td>32</td><td>31</td><td>30</td><td>29</td><td>28</td><td>27</td><td>26</td><td>25</td><td>24</td><td>23</td><td>22</td><td>21</td><td>20</td><td>19</td><td>18</td><td>17</td></tr> </table> <table border="1" style="width: 10%;"> <tr><td>1</td><td>2</td></tr> <tr><td>32</td><td>31</td></tr> </table> </div>		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	32	31	30	29	28	27	26	25	24	23	22	21	20	19	18	17	1	2	32	31	<div style="text-align: center;">SLOCAN ST</div>		<div style="text-align: center;">KASLO ST</div>								
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The properties outlined in black () are rezoned:

From **C-2C1** to **CD-1** **Z-775 (b)**

RZ- 2735 East Hastings Street		<div style="font-size: 2em;">↑</div>
City of Vancouver		
		scale: NTS
		date: 2020-06-26

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
September 21, 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 (787).

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 (787), 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 (787).

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 (787).

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



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 28 and 29, 2020, Council gave conditional approval to the rezoning of the site at 4750 Granville Street and 1494 West 32nd 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
September 21, 2021

4750 Granville Street and
1494 West 32nd Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-776 (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

2.1 The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (788).

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

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

Conditions of Use

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 5,635 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 1.6.

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

5.4 Computation of floor area must exclude:

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

5.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area, provided the Director of Planning first approves the design and location of all amenity areas.

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

Building Height

6. Building height, measured from base surface, must not exceed 13.3 m.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

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

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

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

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (788).

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

Following the Public Hearing on December 6, 2017, Council gave conditional approval to the rezoning of the site at 177 West Pender 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
September 21, 2021

177 West Pender 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-729 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (789).

2.2 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 Multiple Dwelling, and Micro Dwelling, subject to the provisions of section 11.27 of this By-law; and
- (b) Accessory Use customarily ancillary to any use permitted by this section.

Density

3.1 Computation of floor space ratio must assume that the site consists of 557.7 m², being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

3.2 The floor space ratio for all uses combined must not exceed 6.98.

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

3.4 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 residential floor area, and

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

3.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20% of the permitted floor area or 929 m².

3.6 The use of floor area excluded under section 3.4 or 3.5 must not include any use other than that which justified the exclusion.

Building height

4.1 Building height, measured from base surface, must not exceed 33.3 m.

Horizontal angle of daylight

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

5.2 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.

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

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

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

5.5 An obstruction referred to in section 5.2 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 (789).

5.6 A habitable room referred to in section 5.1 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

6. A development permit application for dwelling uses must include an acoustical report prepared by a licensed 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

Severability

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.

Force and effect

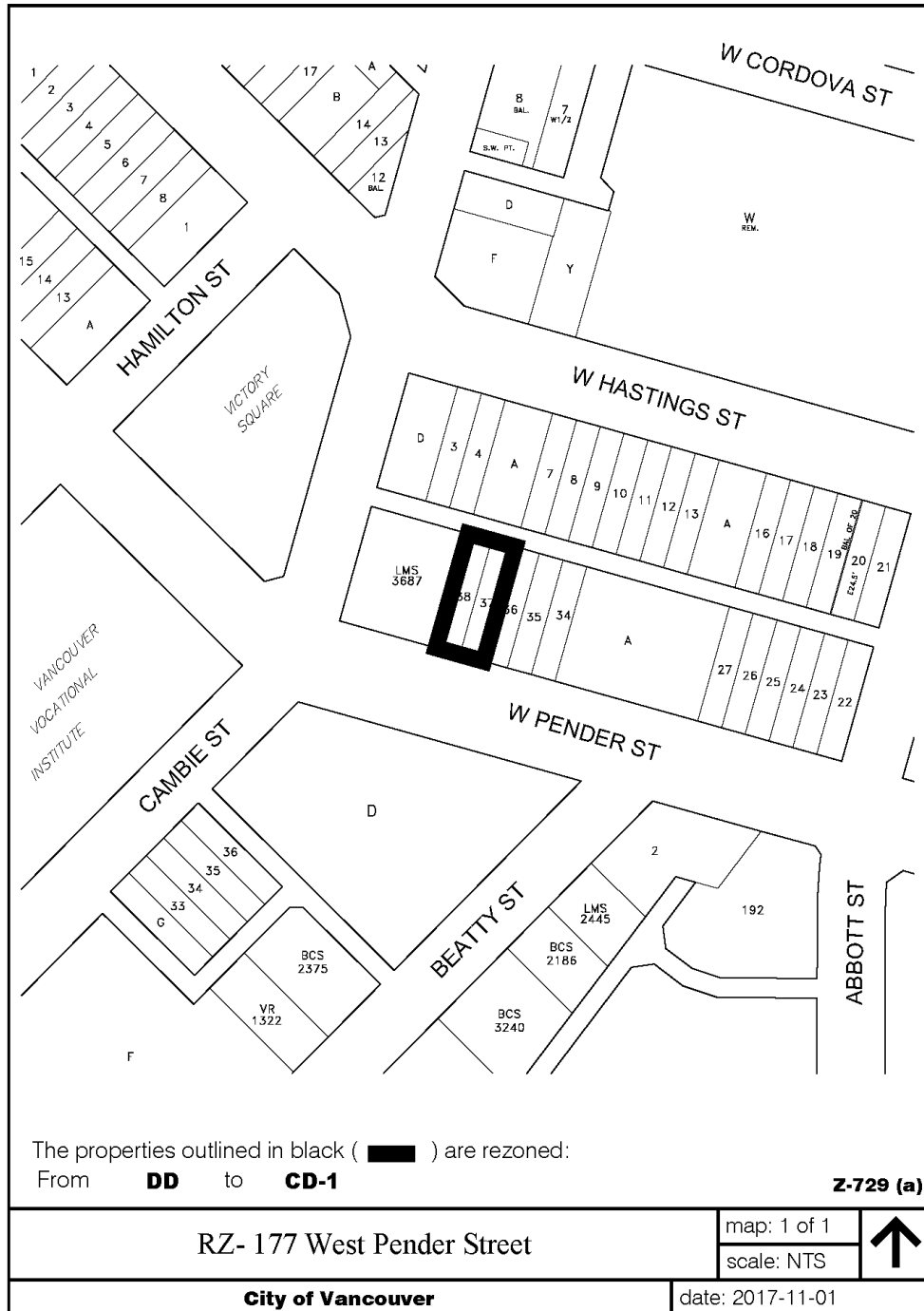
8. This By-law is to come into force and take effect on the date of its enactment.

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 from RS-1 to RM-8A**

Following the Public Hearing on January 23, 2020, Council gave conditional approval to the rezoning of the site at 916-926 West 32nd 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
September 21, 2021

916-926 West 32nd Avenue

BY-LAW NO. _____

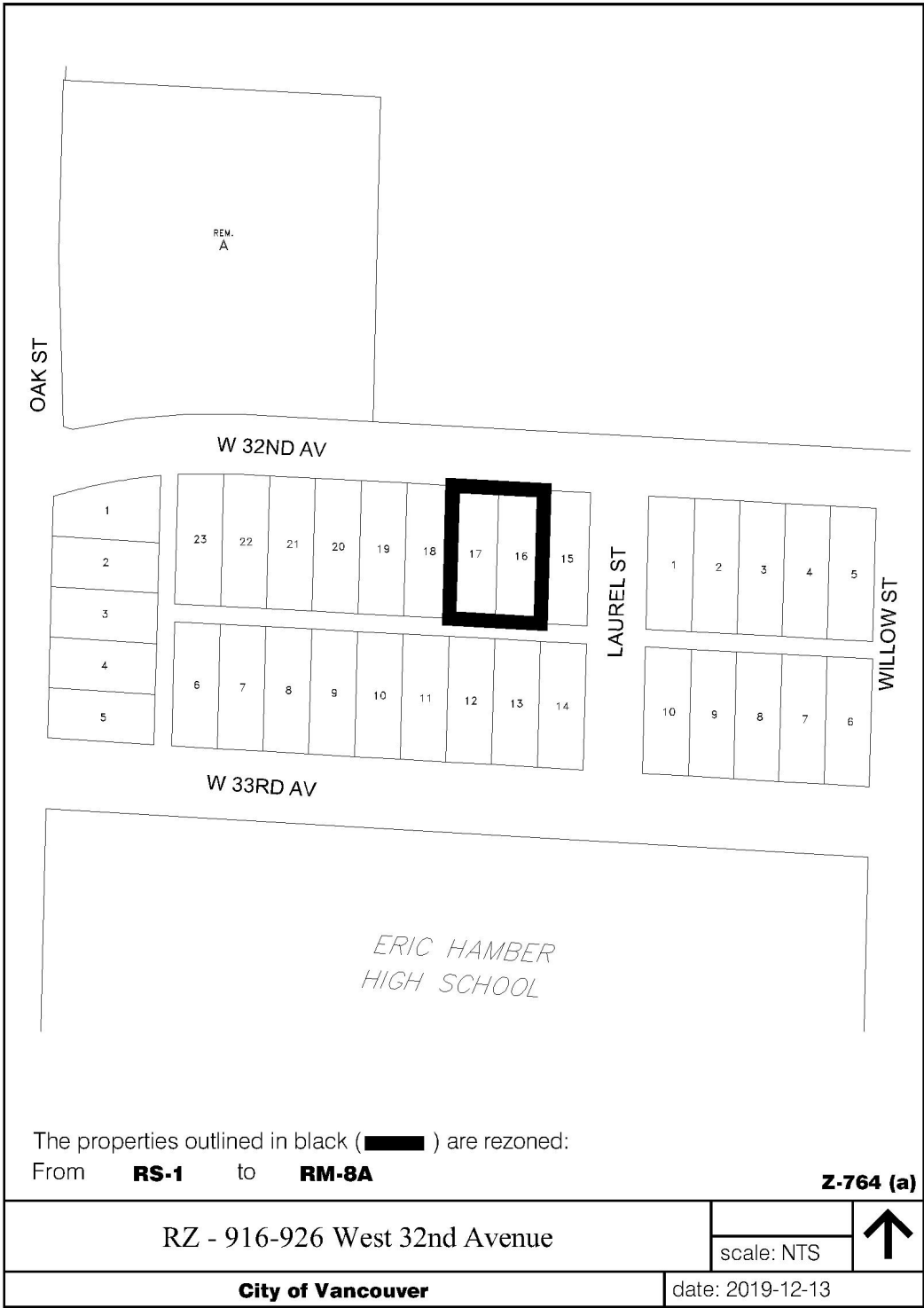
**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area from RS-1 to RM-8A**

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-764 (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



EXPLANATION**A By-law to amend By-law No. 13089 regarding
a Housing Agreement for 3329 Kingsway**

Enactment of the attached by-law will correct errors in By-law No. 13089 by replacing the description of the lands that are the subject matter of the Housing Agreement with the correct description, and replacing the Housing Agreement that was attached to By-law No. 13089 with the correct Housing Agreement.

Director of Legal Services
September 21, 2021

BY-LAW NO. _____

**A By-law to amend By-law No. 13089 regarding
a Housing Agreement for 3329 Kingsway**

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. 13089, A By-law to enact a Housing Agreement for 3329 Kingsway.

2. Council strikes out section 1 and substitutes the following:

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

PID: 013-538-641 AMENDED LOT 1 (REFERENCE PLAN 2451) BLOCKS
35 AND 38 DISTRICT LOT 37 PLAN 2674

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.”.

3. Council strikes out the Housing Agreement attached to the By-law and substitutes the Housing Agreement attached to this By-law.

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



Land Title Act

Charge

General Instrument – Part 1

1. Application

**Jade Business Law File 0501-002/Housing
950 & 960 - 777 Hornby Street
Vancouver BC V6Z 1S4
604-688-9810ext1**

2. Description of Land

PID/Plan Number	Legal Description
013-538-641	AMENDED LOT 1 (REFERENCE PLAN 2451) BLOCKS 35 AND 38 DISTRICT LOT 37 PLAN 2674

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Document

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SUCCESS REALTY (KINGSWAY) CORP., NO.BC1308730

6. Transferee(s)

**CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

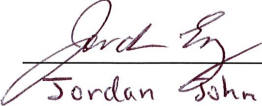
Execution Date

Transferor Signature(s)


Norman Chow
Barrister & Solicitor
950 & 960 - 777 Hornby Street
Vancouver BC V6Z 1S4

YYY-MM-DD
2021-07-06

Success Realty (Kingsway) Corp.
By their Authorized Signatory


Jordan John Eng

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Barrister & Solicitor

YYY-MM-DD

City of Vancouver
By their Authorized Signatory

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(SECURED MARKET RENTAL)
3329 KINGSWAY

WHEREAS:

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

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

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

C. The Owner made an application to develop the Lands pursuant to Development Application DP-2019-00830 (the "**Development Application**") to develop 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, providing three (3) surface parking spaces as per TDM agreement with access from the rear lane, and which Development Application was approved by the Director of Planning in principle, subject to, among other things, fulfillment of the condition that, prior to issuance of the Development Permit:

"2.1. Arrangements shall be made, to the satisfaction of the Director of Planning, the Director of Legal Services, and the Director of Housing Centre, for the execution of a Housing Agreement to secure the designated 12 rental residential units in this development as rental for the life of the building or 60 years, whichever is longer, and to include registered covenants in respect of all such units prohibiting stratification, separate sales and rental for a term of less than one month at a time, and subject to such other terms and conditions as are satisfactory to the Director of Legal Services and the Managing Director of Social Development.

(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 565.2 of the Vancouver Charter. Consideration of securing by housing agreement all dwelling units as rental would also be respected.)",

the ("**Market Rental Housing Condition**"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental 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 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. 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) **"Building"** means the existing character one-family dwelling which is to be altered and converted to a multiple conversion dwelling on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **"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) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Application"** has the meaning ascribed to that term in Recital C;
- (h) **"Development Permit"** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit;
- (i) **"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;
- (j) **"Director of Planning"** 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;
- (k) **"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;

- (l) "**Land Title Act**" means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) "**Lands**" means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) "**Market 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 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;
- (p) "**Market Rental Housing Condition**" has the meaning ascribed to that term in Recital C;
- (q) "**Market Rental Housing Units**" has the meaning ascribed to that term in Section 2.1(b);
- (r) "**Occupancy Permit**" means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) "**Owner**" means the Transferor, Success Realty (Kingsway) Corp., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) "**Related Person**" means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(k) and **“Replacement Rental Housing Units”** means all of such units;
- (v) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (w) **“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 Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units Parcel;
- (x) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (y) **“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 Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than twelve (12) residential units in the Building in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the “**Market Rental Housing Units**”);
- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to suitable for families with children;
- (d) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Rental Housing;
- (e) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than at least 30 consecutive days;
- (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 Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit is (or Replacement Rental Housing Units, as applicable) sold or otherwise transferred together and as a block to the same

beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units;

- (g) throughout the Term, it will not suffer, cause or permit the Building 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 of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision 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) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) 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;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/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; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market 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.

ARTICLE 3 RECORD KEEPING

3.1 The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to 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 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.

RELEASE AND INDEMNITY

5.1 Release and Indemnity. Subject to Section 5.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Owner's Works;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) 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 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 NOTICES

6.1 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: 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 the Director of Legal Services

(b) If to the Owner:

Success Realty (Kingsway) Corp.
 145 Keefer Street
 Vancouver, British Columbia
 V6A 1X3

Attention: Director

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 7 MISCELLANEOUS

7.1 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.

7.2 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.

7.3 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.

7.4 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.

7.5 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.

7.6 Priority of Registration. 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/his sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

7.7 Further Assurances. Each party shall 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.

7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1636 Clark Drive and 1321-1395 East 1st Avenue**

After public hearings on February 20 and 21, 2019 Council approved in principle the land owner's application to rezone the above noted property from I-2 (Industrial) and RM-4 (Multiple Dwelling) Districts 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 Arts, Culture and Community Services 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
September 21, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1636 Clark Drive and 1321-1395 East 1st 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:

NO PID

Lot 1 Block 60 District Lot 264A Group 1 New
Westminster District Plan EPP110393

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 17 PAGES

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

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

Kim Giuricich, Agent
 City of Vancouver
 453 West 12th Avenue
 Vancouver

BC V5Y 1V4

LTO Client number: 10647
 Phone number: 604.873.7505
 Matter number: LS-19-00557
 1636 Clark Drive and 1321-1395 East 1st Avenue
 -Housing Agreement (Social Housing)

Deduct LTSA Fees? Yes ☒

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

**NO PID NMBR LOT 1 BLOCK 60 DISTRICT LOT 264A GROUP 1 NEW WESTMINSTER
 DISTRICT PLAN EPP110393**

STC? YES

Related Plan Number:

3. NATURE OF INTEREST

Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219, Entire Instrument

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):

CITY OF VANCOUVER

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
 VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
 CANADA

7. ADDITIONAL OR MODIFIED TERMS:

N/A

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

Officer Signature(s)



WESLEY Y. L. CHAN
 453 WEST 12TH AVENUE
 VANCOUVER, B.C. V5Y 1V4
 BARRISTER & SOLICITOR

Execution Date

Y	M	D
21	08	11

Transferor(s) Signature(s)

CITY OF VANCOUVER, by its
 authorized signatory:



Print Name:

JEFFREY M. GREENBERG

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM D**

EXECUTIONS CONTINUED

PAGE 2 of 17 PAGES

Officer Signature(s)

Transferor / Borrower / Party Signature(s)

Execution Date

Y	M	D
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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.

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

1636 CLARK DRIVE AND 1321-1395 EAST 1ST AVE.

WHEREAS:

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

- (i) the Transferor, CITY OF VANCOUVER, 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 (the "Rezoning") from I-2 (Industrial) and RM-4N (Multiple Dwelling) Districts to a CD-1 (Comprehensive Development) District to permit the development of a 10-storey mixed-use building containing 97 social housing units, a social enterprise space and a withdrawal management centre with up to 20 short-term transitional beds, 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:

"9. *Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services or successor in function and the Director of Legal Services to enter into a Housing Agreement 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:*

- (i) *a no separate sales covenant;*
- (ii) *a no stratification covenant;*
- (iii) *a provision that none of the dwelling units in the building will be rented for less than one month at a time;*
- (iv) *requiring such units to be used for "social housing" as that term is defined in the Vancouver Development Cost Levy By-law No. 9755;*
- (v) *including such other terms and conditions as the Director of Legal Services, Director of Finance and the General Manager of Arts, Culture and Community Services may 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) "City" and "City of Vancouver" are defined in Recital A(ii);
- (c) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (e) "Commencement Date" means the date as of which this Agreement has been submitted to the Land Title Office ;
- (f) "Development" means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) "Development Permit" means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) "Director of Legal Services" means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) "Dwelling Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (j) **"Eligible Tenants"** means the tenants of the units in the Existing Building who are as eligible for the benefits set out under the Tenant Relocation and Protection Policy, and **"Eligible Tenant"** means any one of them;
- (k) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Development Application;
- (l) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the Arts, Culture and Community Services 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 Arts, Culture and Community Services);
- (n) **"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;
- (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, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;

- (t) **"Permits"** means collectively, the Development Permit, the Building Permit and the Occupancy Permit, and **"Permit"** means any one of them as the context requires;
- (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 arms 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) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and **"Returning Tenant"** means any one of them;
- (y) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (z) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 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) **"Tenant Relocation and Protection Policy"** means the Tenant Relocation and Protection Policy approved by City Council on December 10, 2015, as amended on June 11, 2019 and as may be further amended from time to time hereafter;
- (dd) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the General Manager of Arts, Culture and Community Services, in accordance with the Tenant Relocation and Protection Policy;
- (ee) **"Tenant Relocation Report"** means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (ff) **"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
- (gg) **"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 not less than ninety-seven (97) Dwelling Units, 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 monthly rate no higher than 1/40th of the then current applicable HIL;
- (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 at least 30 consecutive days;
- (j) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (k) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 RETURNING TENANTS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands:

- (a) it will provide all Eligible Tenants, subject to any maximum income or asset limitations or tests established by the Owner, lessee or operator of the Social Housing Units for persons to be qualified to rent a Social Housing Unit, with a right of first refusal to occupy a Social Housing Unit in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan;
- (b) it will provide all Eligible Tenants with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan and ensure that each Eligible Tenant will be provided with suitable rental accommodation at another rental property for the current rent or less during the period from when the Eligible Tenant is required to move from the Existing Building due to the construction of the Development and to when the Eligible Tenant has been offered the first right of refusal referred to in Section 3.1(a) and the Occupancy Permit for the New Building has been issued; and
- (c) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

ARTICLE 4 DEVELOPMENT 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 construct, nor permit to be constructed any New Building on the Lands or any portion of the Lands;
 - (b) the Owner will not apply for any Permit other than the Development 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 the Owner has delivered to the City an interim Tenant Relocation Report in a form and substance satisfactory to the General Manager of Arts, Culture and Community Services.
- 4.2 The Owner covenants and agrees that any Permit issued inadvertently or otherwise prior to the Owner complying with Section 4.1 may be revoked by the City at any time prior to compliance and further agrees that if the Owner commences construction of any New Building or other improvement in contravention of this Agreement, the City may pursue all remedies, including, without limitation, injunctive relief.
- 4.3 Without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Permit for the New Building until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the 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 Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect;
 - (ii) a final Tenant Relocation Report; and
 - (iii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on either a per unit or a per square foot basis, and 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).
- 5.2 The Owner covenants and agrees that any Permit issued inadvertently or otherwise prior to the Owner complying with Section 5.1 may be revoked by the City at any time prior to compliance and further agrees that if the Owner suffers or permits the occupation of the New Building in contravention of this Agreement, the City may pursue all remedies, including, without limitation, injunctive relief.
- 5.3 Without limiting the general scope of ARTICLE 8, 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 5.

**ARTICLE 6
RECORD KEEPING**

- 6.1 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 7 ENFORCEMENT

- 7.1 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 8 RELEASE AND INDEMNITY

- 8.1 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; or
 - 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 City or City Personnel;

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement;
 - C. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 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 8.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 8.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.2(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 8.2(b); and

- (c) Regardless of whether the claim is being defended under Section 8.2(a) or Section 8.2(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.

- 8.3 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 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 Arts, Culture and Community Services and the Director of Legal Services;

- (b) If to the Owner:

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

Attention: Director of Real Estate;

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.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 4750 Granville Street and 1494 West 32nd Avenue**

After public hearings on July 28 and 29, 2020, Council approved in principle the land owner's application to rezone the above noted property from RS-5 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Arts, Culture and Community Services 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
September 21, 2021

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 4750 Granville Street and 1494 West 32nd Avenue and repeal By-law No. 12954**

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:

031-377-548

LOT A OF BLOCK 791 DISTRICT LOT 526 GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP109300

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. Council hereby repeals By-law No. 12954.
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 20 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 168.4(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)
Richards Buell Sutton LLP

File No. 13991

200 - 10233 153 Street
Surrey

BC V3R 0Z7

City File No. LS-20-01195-003 - Housing Agreement

Deduct LTSA Fees? Yes ☒

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

**031-377-548 LOT A OF BLOCK 791 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP109300**

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):
**1225413 B.C. LTD., (INCORPORATION NO. BC1225413)
COAST CAPITAL SAVINGS FEDERAL CREDIT UNION**

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

453 WEST 12TH AVENUE
VANCOUVER

V5Y 1V4

BRITISH COLUMBIA
CANADA

7. ADDITIONAL OR MODIFIED TERMS:
N/A

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

Officer Signature(s)

Tamara Huculak

Barrister & Solicitor

200 - 10233 153 Street
Surrey, BC V3R 0Z7

Execution Date

Y	M	D
21	07	14

Transferor(s) Signature(s)

1225413 B.C. LTD. by its authorized
signatory(ies):

Print Name: Richard Wittstock

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 20 PAGES

Officer Signature(s)




SUSIE COLLINS Exp. December 31, 2022
 A Commissioner for Taking Affidavits
 For the Province of British Columbia
 800 - 9900 King George Blvd
 Surrey, B.C. V3T 0K7
 Phone: (604) 517-7380

Execution Date

Y	M	D
21	07	28
21		

Transferor / Borrower / Party Signature(s)

COAST CAPITAL SAVINGS FEDERAL
 CREDIT UNION by its authorized
 signatory(ies):

 PETER ROLLEMAN
 Manager, Retail Lending Operation
 #800 - 9900 King George Blvd.
 Surrey, B.C. V3T 0K7

Print Name:

CITY OF VANCOUVER by its
 authorized signatory:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 20 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Covenant

Entire Instrument

NATURE OF INTEREST
Priority Agreement

CHARGE NO.

ADDITIONAL INFORMATION

Granting the above Section 219 Covenant priority
over Mortgage CA7830524 and Assignment of
Rents CA7830525

Page 17

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2

**HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING**

4750 GRANVILLE STREET AND 1494 WEST 32ND AVENUE

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - I. the Transferor, 1225413 B.C. LTD., is called the “Owner”, as more particularly defined in Section 1.1(t); and
 - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-5 (One-Family Dwelling) District to CD-1 (Comprehensive Development) District (the “Rezoning”), to permit the development of a four-storey residential building containing a total of approximately 81 rental housing units, and after a public hearing to consider the rezoning, the rezoning application was approved by Council in principle, subject to, inter alia, fulfilment of the following condition (the “Housing Condition”):

“3. Make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement securing all residential units as market rental housing units for the longer of 60 years and the life of the building, subject to the following additional conditions:

 - (a) A no separate-sales covenant;*
 - (b) A no stratification covenant;*
 - (c) That none of such units will be rented for less than one month at a time; and*
 - (d) That, if a waiver of the Development Cost Levies is sought, as provided for in the Development Cost Levy By-law:*

- *The average size of all the proposed dwelling units will not be greater than specified in the DCL By-law:*

Unit Type	DCL By-law maximum average unit size
Studio	42 sq. m (452 sq. ft.)
1-bedroom	56 sq. m (603 sq. ft.)
2-bedroom	77 sq. m (829 sq. ft.)
3-bedroom	97 sq. m (1,044 sq. ft.)

The average initial rents for all proposed rental housing units do not exceed rents specified in section 3.1A(d) of the DCL By-law:

Unit Type	DCL By-law maximum average unit rent
Studio	\$1,818
1-bedroom	\$2,224
2-bedroom	\$2,912
3-bedroom	\$4,094

(e) Such other terms and conditions as the General Manager of Community Services 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 565.2 of the Vancouver Charter."

- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and his/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) **"DCL By-law"** means Vancouver Development Cost Levy By-law No. 9755;
- (g) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (h) **"Development Permit"** means a development permit issued by the City at any time following the date this Agreement is fully executed by the parties, authorizing the Development on the Lands or any portion of the Lands as contemplated by the Rezoning;
- (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) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units, provided, however, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the DCL By-law;
- (l) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (m) **"General Manager of Planning, Development and Sustainability"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
- (n) **"Housing Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250;

- (p) **"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;
- (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, 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;
- (r) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (s) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building (but not including any replacement building(s)), development or partial development on the Lands issued after the Effective Date;
- (t) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely 1225413 B.C. LTD., and its successors and assigns;
- (u) **"Related Person"** means, where the registered or beneficial owner of the Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57, then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (w) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in Section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;
- (x) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;

- (y) **“Rezoning”** means the rezoning of the Lands described in Recital C of this Agreement;
- (z) **“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 (but not including any replacement building(s)); or
 - (ii) the date as of which the New Building (but not including any replacement building(s)) is demolished or substantially destroyed;
- (aa) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (bb) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

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

by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

2.1 Use of Lands. The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the 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) when and if it carries out the development of the Lands after the Effective Date as contemplated by the Development Permit, it will construct, fit and finish, at its sole cost and expense, all Housing Units in the New Building as For-Profit Affordable Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For-Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement, and if the New Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit hereinafter referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) throughout the Term, not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing units, as applicable) will have two or more bedrooms and will be designed to meet the City's "High Density Housing for Families with Children Guidelines";
- (e) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7;

- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (h) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (j) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (l) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in rent roll attached hereto as Schedule A;
- (m) the average initial starting monthly rents for each For-Profit Affordable Rental Housing Unit type will be at or below the following proposed starting rents, subject to adjustment as contemplated by the DCL By-law:

Unit Type	4750 Granville St/ 1494 W 32 nd Ave
Studio Units	
One-Bedroom	
Two-Bedroom	
Three-Bedroom	

- (p) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy of each such For-Profit Affordable Rental Housing Unit will not be

increased before the one year anniversary of that date even if there is a change in occupancy during that year; and

- (q) in the event of the substantial or complete destruction of the New Building (by cause or causes beyond the reasonable control of the Owner) prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which replacement building(s) will be subject to the same use restrictions as the New Building pursuant to this Agreement for the then remaining duration of the Term, provided that the Owner is not required to build a replacement building(s) on the Lands if the substantial or complete destruction of the New Building occurs in the last two (2) years of the Term.

ARTICLE 3 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

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

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

4.1 No Occupancy. The Owner covenants and agrees with the City in respect of the use of the Lands and the 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 in respect of the New Building until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Development and Sustainability:

- (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with those applicable to For-Profit Affordable Rental Housing; and
- (B) proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect, in form and substance satisfactory to the City;
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 RECORD KEEPING

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

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:

- (i) by reason of the City or City Personnel:

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or

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

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:

- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and

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

6.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 6.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

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

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

(i) If to the City, addressed to:

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

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

(ii) If to the Owner, addressed to:

1225413 B.C. Ltd.
918-1030 West Georgia Street
Vancouver, BC V63 2Y3

Attention: Richard Wittstock

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 rezoning or any Development Permit; and
- (c) which the Director of Legal Services has determined, in his/her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.

- 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 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 as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 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 or lease), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage or lease).
- 8.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise

of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.10 Waiver.** The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.11 Owner's Liability.** Notwithstanding anything contained herein, the City acknowledges and agrees that the Owner shall not be liable under this Agreement where such liability arises by reason of an act or omission occurring after the Owner ceases to have any further interest in the Lands.

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

SCHEDULE A

RENT ROLL

Unit #	Bedroom Type	Starting Monthly Rental Rate (\$)
101	3-bed + APT	4094
102	1-bed APT*	2224
103	1-bed APT*	2224
104	1-bed APT*	2224
105	1-bed APT*	2224
106	1-bed APT*	2224
107	1-bed APT*	2224
108	2-bed APT	2912
109	2-bed APT	2912
110	1-bed APT*	2224
111	1-bed APT*	2224
112	1-bed APT*	2224
113	2-bed APT	2912
114	2-bed APT	2912
115	Studio APT1	1818
116	Studio APT1	1818
117	Studio APT1	1818
118	Studio APT1	1818
120	2-bed APT	2912
121	3-bed + APT	4094
122	3-bed + APT	4094
201	2-bed APT	2912
202	3-bed + APT	4094
203	1-bed APT*	2224
204	1-bed APT*	2224
205	1-bed APT*	2224
206	1-bed APT*	2224
207	1-bed APT*	2224
208	1-bed APT*	2224
209	2-bed APT	2912
210	2-bed APT	2912
211	1-bed APT*	2224
212	1-bed APT*	2224
213	1-bed APT*	2224
214	2-bed APT	2912
215	2-bed APT	2912
216	Studio APT1	1818
217	Studio APT1	1818
218	Studio APT1	1818
219	Studio APT1	1818
220	1-bed APT*	2224
221	2-bed APT	2912
222	3-bed + APT	4094
223	2-bed APT	2912

301	2-bed APT	2912
302	3-bed + APT	4094
303	1-bed APT*	2224
304	1-bed APT*	2224
305	1-bed APT*	2224
306	1-bed APT*	2224
307	1-bed APT*	2224
308	1-bed APT*	2224
309	2-bed APT	2912
310	2-bed APT	2912
311	1-bed APT*	2224
312	1-bed APT*	2224
313	1-bed APT*	2224
314	2-bed APT	2912
315	2-bed APT	2912
316	Studio APT1	1818
317	Studio APT1	1818
318	Studio APT1	1818
319	Studio APT1	1818
320	1-bed APT*	2224
321	2-bed APT	2912
322	3-bed + APT	4094
323	2-bed APT	2912
401	3-bed + APT	4094
402	1-bed APT*	2224
403	1-bed APT*	2224
404	1-bed APT*	2224
405	1-bed APT*	2224
406	1-bed APT*	2224
407	1-bed APT*	2224
408	1-bed APT*	2224
409	1-bed APT*	2224
410	1-bed APT*	2224
411	1-bed APT*	2224
412	2-bed APT	2912
413	Studio APT1	1818
414	Studio APT1	1818
415	Studio APT1	1818
416	Studio APT1	1818
417	1-bed APT*	2224
418	3-bed + APT	4094
419	3-bed + APT	4094

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** mean the Mortgage registered under number CA7830524 and the Assignment of Rents registered under number CA7830525;
- (b) **"Existing Chargeholder"** means COAST CAPITAL SAVINGS FEDERAL CREDIT UNION;
- (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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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 Charge.

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 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
September 21, 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.”

8. 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
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

Following the Public Hearing on May 28, 2020, Council gave conditional approval to the rezoning of the site at 105-125 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
September 21, 2021

105-125 West 49th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-768 (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 (790).

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 (790), 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, Park or Playground, and Theatre;
- (c) Office Uses;
- (d) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (e) Service Uses, limited to Animal Clinic, Barbershop or Beauty Salon, Catering Establishment, Laboratory, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Repair Shop – Class B,

Restaurant, School – Arts or Self-Improvement, School – Business, and School – Vocational or Trade; and

- (f) Accessory uses, customarily ancillary to the uses permitted in this section.

Conditions of use

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

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

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

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

Floor area and density

5.1 Computation of floor area must assume that the site area is 1,666.2 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 2.35.

5.3 The floor area of common indoor rooftop amenity space, if permitted, must not exceed 50.0 m².

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

5.5 Computation of floor area must exclude:

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

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

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

Building Height

6.1 Building height, measured from base surface, must not exceed 15.4 m.

6.2 Despite section 6.1 of this By-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits a common indoor rooftop amenity space, the height of the portion of the building used for the common indoor amenity space must not exceed 18.4 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 of the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (790).

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

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

Acoustics

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

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

Zoning and Development By-law

9. Sections 2 through 14 of the Zoning and Development By-law apply to this CD-1 (790).

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

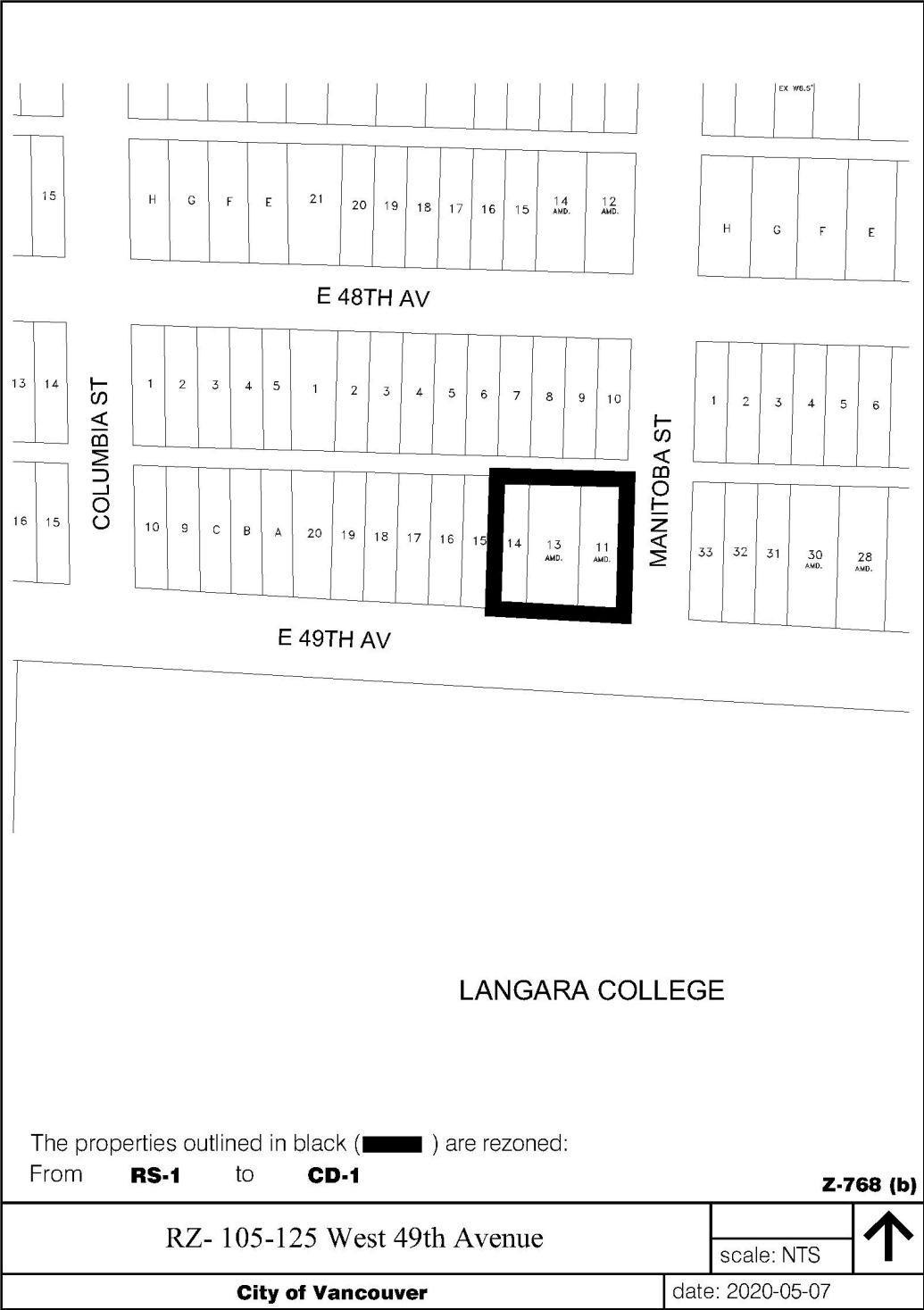
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 815-825 Commercial Drive and 1680 Adanac Street**

After a Public Hearing on February 12, 2019 to consider a rezoning application, the application was approved at a Regular Council meeting on February 26, 2019 by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant and its lender. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
September 21, 2021

A By-law to enact a Housing Agreement for 815-825 Commercial Drive and 1680 Adanac Street

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

LOT A OF LOT 10 BLOCK D DISTRICT LOT 183
GROUP 1 NEW WESTMINSTER DISTRICT
PLAN EPP100422

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

City Clerk

Schedule A



Land Title Act

Charge

General Instrument – Part 1

1. Application

BELL ALLIANCE LLP
201 - 1367 W BROADWAY
VANCOUVER BC V6H 4A7
604 873 8723

LS-19-00528 (Housing Agreement)

2. Description of Land

PID/Plan Number	Legal Description
031-449-310	LOT A OF LOT 10 BLOCK D DISTRICT LOT 183 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP100422

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Entire Instrument
PRIORITY AGREEMENT		granting the above Covenant priority over Mortgage CA9078920 and Assignment of Rents CA9078921

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

PARK DRIVE INVESTMENTS INC., NO.BC1087081

CANADIAN WESTERN BANK, (AS TO PRIORITY)

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)


Lisa Miro
Barister & Solicitor
201 - 1367 West Broadway
Vancouver BC V6H 4A7

YYYY-MM-DD

2021-08-19

Park Drive Investments Inc.
By their Authorized Signatory


Jatinder Pal Singh Bakhra


Officer Certification

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

Witnessing Officer Signature

Execution Date


Transferor Signature(s)


TALJIT SAKHON
A Commissioner for taking
Affidavits for British Columbia
100, 19915-64th Avenue
Langley, BC V2Y 1G9
Exp. Feb 28, 2022

YYYY-MM-DD

2021-08-24

Canadian Western Bank
By their Authorized Signatory


BERT MONSMA
AVR. COMM. BKG.
HARPREET JOHAL, Accounts Specialist

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

City of Vancouver

By their Authorized Signatory

Officer Certification

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



Land Title Act

Charge

General Instrument – Part 1

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
815-825 COMMERCIAL DRIVE AND 1680 ADANAC STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, PARK DRIVE INVESTMENTS INC., is called the "**Owner**", as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "**City**" or the "**City of Vancouver**" when referring to corporate entity continued under the *Vancouver Charter*, and "**Vancouver**" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands (the "**Rezoning Application**") from RM-4N (Residential) District to CD-1 (Comprehensive Development) District to permit the development of a six-storey mixed-use building with commercial at grade and 38 for-profit affordable rental housing units over one level of underground parking, and after a public hearing, the City Council approved the Rezoning Application in principle, subject to a number of conditions including that, prior to enactment of the Rezoning By-law, the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all dwelling units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and the life of the New Building, and subject to other conditions set forth in the minutes of said public hearing; and
- 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, in satisfaction of the requirements of Section 3.1A of the Vancouver DCL By-law and pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows, in respect of the use of the Lands and the New Building:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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

- (o) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (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, 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;
- (q) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (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 issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely PARK DRIVE INVESTMENTS INC., and its successors and permitted assigns;
- (t) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (v) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(p) and **" Replacement For-Profit Affordable Rental Housing Units"** means all of such units;

- (w) **"Residential Tenancy Act"** means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (x) **"Returning Tenants"** means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and **"Returning Tenant"** means any one of them;
- (y) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;
- (z) **"Rezoning By-law"** means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (aa) **"Tenant Relocation and Protection Guidelines"** means the City's Tenant Relocation and Protection Guidelines adopted by City Council on December 10, 2015, and amended February 15, 2016, June 22, 2018 and August 15, 2018, as may be amended or replaced from time to time;
- (bb) **"Tenant Relocation Plan"** means the Owner's Tenant Relocation Plan submitted and approved by the City, a summary of which is attached hereto as Schedule B;
- (cc) **"Tenant Relocation Report"** means a report which outlines:
 - (i) the name of each Eligible Tenant;
 - (ii) outcome of each Eligible Tenant's search for accommodation; and
 - (iii) a summary of the monetary value given to each Eligible Tenant (e.g. moving costs, rent, etc.);
- (dd) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ee) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (ff) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55; and
- (gg) **"Vancouver DCL By-law"** means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
 - (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) if the Owner carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, the New Building containing commercial at grade and 38 Housing Units over one level of underground parking, in accordance with this Agreement, the conditions of enactment of the Rezoning By-law, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the **"For-Profit Affordable Rental Housing Units"**) in accordance with the terms of this Agreement;
- (d) not less than 35% of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Housing Units, as applicable) must be designed to be suitable for families with children;
- (e) the average initial starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts, as evidenced by the rent roll attached hereto as Schedule A:
 - (i) for a studio - \$1,496
 - (ii) for a one-bedroom - \$1,730;
 - (iii) for a two-bedroom - \$2,505; and
 - (iv) for a three-bedroom - \$3,365,

subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));

- (f) the average size for each unit type will not be greater than the following maximums:

Unit Type	DCL By-law maximum average unit size
Studio	42 m2 (450 sq. ft.)
1-bedroom	56 m2 (600 sq. ft.)
2-bedroom	77 m2 (830 sq. ft.)
3-bedroom	97 m2 (1,044 sq. ft.)

- (g) as of the Effective Date, the rents proposed to be charged by the Owner to the first occupants of the For-Profit Affordable Rental Housing Units in the New Building following issuance of the Occupancy Permit are as set forth in the rent roll attached hereto as Schedule A;
- (h) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (i) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 8.8;

- (j) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (k) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit (or Replacement For-Profit Affordable Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(i), 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(j), 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;
- (l) 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;
- (m) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (n) 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;
- (o) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year;
- (p) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a **"Replacement For-Profit Affordable Rental Housing Unit"**), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City; and
- (q) it will, in all respects, comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan, including without limitation, providing required notices, moving expenses, and other benefits and assistance as set out in the Tenant Relocation Plan.

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

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has:
 - A. delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design, and Sustainability confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units (or Replacement For-Profit Affordable Rental Housing Units, as applicable) following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type, mix and sizes shall comply with this Agreement when the Development Permit is issued; and
 - B. provided a notarized declaration which: (1) demonstrates that each existing tenant has been given written notice of the intent to redevelop the Lands; (2) indicates the number of units occupied on the date of such notice; (3) includes information on posting of notice regarding the intent to redevelop as per Section 6.1(d) of the Tenant Relocation and Protection Guidelines; and (4) includes copies of each letter addressed to each existing tenant, and for each Eligible Tenant, summarizing the Tenant Relocation Plan offer, with each such letter signed as received by each existing tenant;
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and
 - (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this Article 3.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no

action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services:

- (A) a final rent roll confirming the initial monthly rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and to address potential changes in unit mix and/or sizes between enactment of the Rezoning By-law and the Development Permit issuance, and to allow for the rents to be increased annually from the time of the public hearing to initial occupancy, as per the maximum increases authorized by the Vancouver DCL By-law;
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(n), is in force and effect, in form and substance satisfactory to the City;
 - (C) confirmation that the Tenant Relocation Plan has been complied with and provision of a final Tenant Relocation Report; and
 - (D) particulars regarding Returning Tenants including the unit type to be occupied by each and the starting rent that will be payable for same, together with evidence substantiating the agreed rent discount; 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 4.1(a)(i); and
- (b) without limiting the general scope of Article 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this Article 4.

ARTICLE 5 RECORD KEEPING

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

- (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(n).

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
 - (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

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

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

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

will be given by registered mail or personal delivery, addressed as set forth below. Any such notice, demand or request will be deemed given:

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

Park Drive Investments Inc.
#203 - 8120-128 Street
Surrey, British Columbia
V3W 1R1

Attention: President

or to such other address in Canada as either party may specify in writing to the other party in the manner described above, provided that if and when the owner of the Land or any part thereof should change, in the absence of any such specification, then to the address as set out in the 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 rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 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 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.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(i) and 2.1(j), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has

first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

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

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

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

SCHEDULE A

RENT ROLL

Unit Number	Unit Type	Monthly Starting Rent
101	2 Bed	\$2,505.00
201	3 Bed	\$3,365.00
202	2 Bed	\$2,505.00
203	2 Bed	\$2,505.00
204	1 Bed	\$1,730.00
205	1 Bed	\$1,730.00
206	3 Bed	\$3,365.00
207	2 Bed	\$2,505.00
301	3 Bed	\$3,365.00
302	2 Bed	\$2,505.00
303	2 Bed	\$2,505.00
304	1 Bed	\$1,730.00
305	1 Bed	\$1,730.00
306	1 Bed	\$1,730.00
307	Studio	\$1,496.00
308	2 Bed	\$2,505.00
401	3 Bed	\$3,365.00
402	2 Bed	\$2,505.00
403	2 Bed	\$2,505.00
404	1 Bed	\$1,730.00
405	1 Bed	\$1,730.00
406	1 Bed	\$1,730.00
407	Studio	\$1,496.00
408	2 Bed	\$2,505.00
501	2 Bed	\$2,505.00
502	2 Bed	\$2,505.00
503	1 Bed	\$1,730.00
504	1 Bed	\$1,730.00
505	1 Bed	\$1,730.00
506	Studio	\$1,496.00
507	2 Bed	\$2,505.00
601	1 Bed	\$1,730.00
602	2 Bed	\$2,505.00
603	1 Bed	\$1,730.00
604	1 Bed	\$1,730.00
605	1 Bed	\$1,730.00
606	1 Bed	\$1,730.00
607	1 Bed	\$1,730.00

SCHEDULE B

SUMMARY OF TENANT RELOCATION PLAN

Tenant Relocation and Protection Requirements	Tenant Relocation Plan Offer
Financial Compensation	<ul style="list-style-type: none"> • A lump sum (cash) compensation will be available for each unit eligible for Tenant Relocation Plan according to the following schedule: <ul style="list-style-type: none"> – 2 months' rent - tenancies up to 4 years; – 3 months' rent - tenancies between 5-9 years; – 4 months' rent - tenancies over 10 years; and – 6 months' rent - tenancies over 20 years
Notice to End Tenancies	<ul style="list-style-type: none"> • A minimum of four months' notice to end tenancy after all permits are issued is required (e.g. all development, building, and demolition permits in place).
Moving Expenses (flat rate or arrangement of pre-insured moving company)	<ul style="list-style-type: none"> • \$750 for bachelor and 1 bedroom households; and • \$1,000 for two or more bedroom households, OR • The applicant will designate a professional moving company to assist tenants with the moving process, given they are moving within the Metro Vancouver area
Assistance in Finding Alternate Accommodation (three options)	<ul style="list-style-type: none"> • Applicant has committed to provide tenants requesting assistance with three options in Vancouver, one of which must be in the same general area as the tenant's current home. • All options must rent for no more than CMHC average rents for the area unless otherwise agreed to with the tenant.
First Right-of-Refusal (where starting rents are anticipated to be higher than what the tenant currently pays, provide a 20 per cent discount off starting rents for any returning tenants)	<ul style="list-style-type: none"> • Tenants who are eligible under this relocation plan will be offered the first right-of-refusal to return to a market rental unit at a 20 per cent discount off starting rents.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9078920 and Assignment of Rents registered under number CA9078921;
- (b) **"Existing Chargeholder"** means CANADIAN WESTERN BANK;
- (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 Zoning and Development By-law No. 3575
regarding 2021 Annual Inflationary Adjustments
to Density Bonus Contributions available in certain zoning districts**

Following the Public Hearing on July 6, 2021, Council resolved to amend the Zoning and Development By-law to implement 2021 inflationary rate adjustments to Density Bonus Contributions, to come into force and take effect on September 30, 2021. The attached By-law will implement Council's resolution.

Director of Legal Services
September 21, 2021

BY-LAW NO. _____

**A By-law to amend Zoning and Development By-law No. 3575
regarding 2021 Annual Inflationary Adjustments
to Density Bonus Contributions available in certain zoning districts**

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. Council replaces Schedule “F” to the By-law, by adopting the Schedule “F” attached to this By-law as Schedule “A”.
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 September 30, 2021.

ENACTED by Council this day of , 2021

Mayor

City Clerk

“Schedule A”

**Schedule F
Affordable Housing and Amenity Share Cost Schedule**

This is Schedule “F” to By-law No. 3575, being the “Zoning and Development By-law”.

Zoning District	Affordable Housing Share Cost	Amenity Share Cost
RM-8 and RM-8N (Marpole)	\$216.03 per m ²	\$216.03 per m ²
RM-8A and RM-8AN (Cambie Corridor)	\$594.18 per m ²	\$594.18 per m ²
RM-8A and RM-8AN (Grandview-Woodland)	\$36.28 per m ²	\$36.28 per m ²
RM-9 and RM-9N (Marpole)	\$718.92 per m ²	\$718.92 per m ²
RM-9A and RM-9A/N (Norquay)	\$210.59 per m ²	\$210.59 per m ²
RM-9BN (Joyce-Collingwood)	\$38.02 per m ²	\$38.02 per m ²
RM-10 and RM-10N (Joyce-Collingwood)	\$162.00 per m ²	\$162.00 per m ²
RM-11 and RM-11N (Grandview-Woodland)	\$36.28 per m ²	\$36.28 per m ²
RM-12N (Grandview-Woodland)	36.28 per m ²	\$36.28 per m ²
I-1A (Mount Pleasant)	-	\$71.47 per m ² (to a max FSR of 5.0 above 3.0 FSR)
I-1B (Mount Pleasant)	-	Level 1 - \$71.47 per m ² (to a max FSR of 5.0 above 3.0 FSR) Level 2 - \$512.14 per m ² (to a max FSR of 6.0 above 5.0 FSR)
I-3 (False Creek Flats)		\$113.63 per m ²
FC-2 (False Creek Flats)		\$1,296.42 per m ²

In May 2016, Council adopted the DCL annual inflationary rate adjustment system for making annual adjustments to Amenity Share Contributions (Density Bonus Contributions). The annual inflation index is based on a blend of annual property value inflation (BC assessment net property values for the City of Vancouver) and annual construction cost inflation (Statistics Canada non-residential construction price index for Vancouver) and calculated using public, third-party data. The formula used to calculate the inflationary rate adjustment is as follows:

ANNUAL INFLATION ADJUSTMENT OF AMENITY SHARE COST AND AFFORDABLE HOUSING SHARE COST = (ANNUAL CONSTRUCTION INFLATION x 0.83) + (ANNUAL PROPERTY VALUE INFLATION x 0.17)

Rates are adjusted in accordance with this formula annually. The rate adjustment will be presented in a Report to Council every July, with new rates effective and enforceable on September 30 of every year.

To view the Council adopted inflation index, refer to the City website at:

<http://vancouver.ca/home-property-development/annual-inflation-index.aspx>.

EXPLANATION**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2021 rates**

Following the Standing Committee on Policy and Strategic Priorities meeting on June 23, 2021, Council resolved to amend the Vancouver Development Cost Levy By-law regarding DCL rates effective September 30, 2021. This By-law implements that resolution, and replaces the map in SCHEDULE A – PART 1.

Director of Legal Services
September 21, 2021

BY-LAW NO. _____

**A By-law to amend
Vancouver Development Cost Levy By-law No. 9755
regarding 2021 rates**

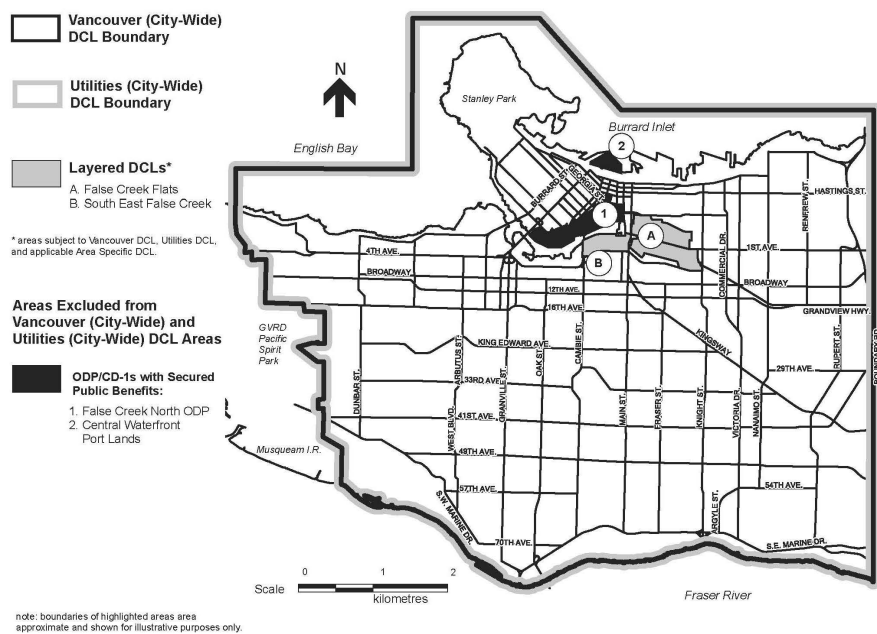
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions of the Vancouver Development Cost Levy By-law.
2. Council strikes “SCHEDULE A - PART 1” and replaces it with the “SCHEDULE A - PART 1” attached to this By-law.
3. Council strikes Schedule “C” and replaces it with the Schedule “C” attached to this By-law.
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 30th day of September, 2021.

ENACTED by Council this day of _____, 2021

Mayor

City Clerk

SCHEDULE A - PART 1

Schedule “C”

Category/Use	Total Development Cost Levy (Effective September 30, 2021)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$45.54	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$98.05	Per m ²
Higher Density Residential Above 1.5 FSR	\$196.32	Per m ²
NON-RESIDENTIAL		
Industrial (I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 Zoning Districts)	\$66.13	Per m ²
Mixed Employment (Light Industrial) (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B Zoning Districts)	\$124.30	Per m ²
Commercial & Other	\$165.70	Per m ²

Category/Use	Rate	Unit/ Area cost
School use	\$5.49	Per m ²
Parking Garage	\$1.08	Per m ²
Childcare Use	\$10.00	Per Building Permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Artist Studio Class A & Class B	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	

EXPLANATION**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2021 rates**

Following the Standing Committee on Policy and Strategic Priorities meeting on June 23, 2021, Council resolved to amend the Area Specific Development Cost Levy By-law regarding DCL rates effective September 30, 2021. This By-law implements that resolution.

Director of Legal Services
September 21, 2021

BY-LAW NO. _____

**A By-law to amend
Area Specific Development Cost Levy By-law No. 9418
regarding 2021 rates**

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

1. This By-law amends the indicated provisions of the Area Specific Development Cost Levy By-law.
2. Council strikes “\$69.27” from section 3.7 and replaces it with “\$70.16”.
3. Council strikes “\$214.33” from section 3.10 and replaces it with “\$216.91”.
4. Council strikes “\$34.26” from section 3.10(a) and replaces it with “\$34.64”.
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 30th day of September, 2021.

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding 2021 rates**

Following the Standing Committee on Policy and Strategic Priorities meeting on June 23, 2021, Council resolved to amend the Vancouver Utilities Development Cost Levy By-law regarding DCL rates effective September 30, 2021. This By-law implements that resolution.

Director of Legal Services
September 21, 2021

BY-LAW NO. _____

**A By-law to amend
Vancouver Utilities Development Cost Levy By-law No. 12183
regarding 2021 rates**

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

1. This By-law amends the indicated provisions of Vancouver Utilities Development Cost Levy By-law.
2. Council strikes "Schedule C" and replaces it with the "Schedule C" attached to this By-law.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the 30th day of September, 2021.

ENACTED by Council this day of _____, 2021

Mayor

City Clerk

SCHEDULE “C”

Category/Use	Total Development Cost Levy (Effective September 30, 2021)	Unit/ area cost
RESIDENTIAL		
Residential at or below 1.2 FSR and Laneway House	\$25.06	Per m ²
Medium Density Residential Above 1.2 to 1.5 FSR	\$54.47	Per m ²
Higher Density Residential Above 1.5 FSR	\$109.05	Per m ²
NON-RESIDENTIAL		
Industrial (I-2, M-1, M-1A, M-1B, M-2, MC-1, MC-2 Zoning Districts)	\$22.99	Per m ²
Mixed Employment (Light Industrial) (IC-1, IC-2, IC-3, I-1, I-3, I-4, I-1A, I-1B Zoning Districts)	\$43.03	Per m ²
Commercial & Other	\$57.30	Per m ²

Category/Use	Rate	Unit/ Area cost
School use	\$5.49	Per m ²
Parking Garage	\$1.08	Per m ²
Childcare Use	\$10.00	Per Building Permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Artist Studio Class A & Class B	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	

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 May 26, 2020, Council gave conditional approval to the rezoning of the site at 619-685 West 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
September 21, 2021

619-685 West 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-767 (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 in Schedule A is hereby designated CD-1 (791).

Definitions

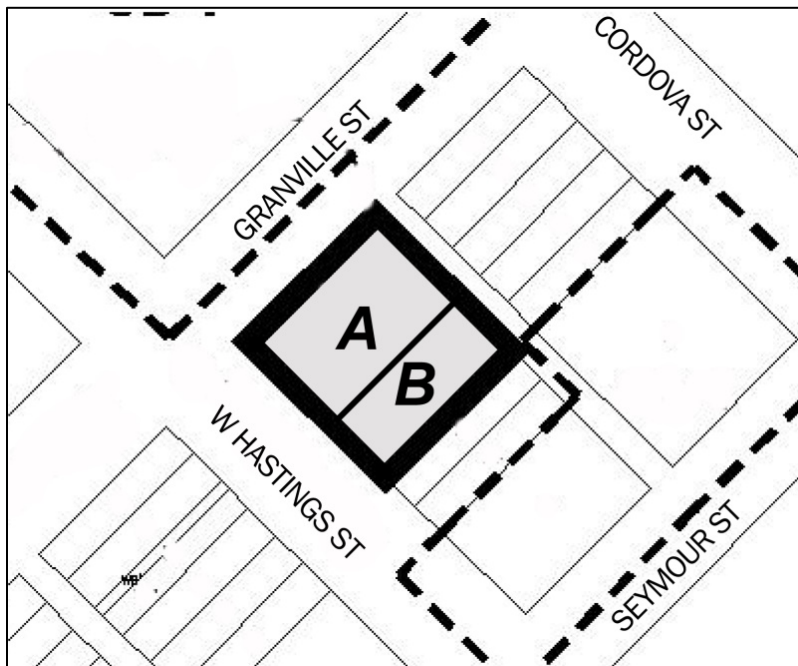
3. Words in this By-law have the meaning given to them in the Zoning and Development By-law, except that:

“Light Industrial” means any manufacturing, wholesaling, warehouse, or other light industrial use, as may be approved by the Development Permit Board or the Director of Planning and must be compatible with the other uses listed in section 5 and with existing uses in the vicinity of the site.

Sub-Areas

4. The CD-1 district is to consist of two sub-areas generally illustrated in Figure 1, solely for the purpose of allocating maximum permitted building height and floor area.

Figure 1



Uses

5.1 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 or heritage alteration permit, the only uses permitted within sub-area A of CD-1 (791), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Office Uses;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Light Industrial Uses;
- (e) Retail Uses;
- (f) Services Uses; and
- (g) Accessory Uses customarily ancillary to any use permitted by this section.

5.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within sub-area B of CD-1 (791), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Office Uses;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Retail Uses;
- (e) Services Uses; and
- (f) Accessory Uses customarily ancillary to any use permitted by this section.

Floor Area and Density

6.1 Computation of floor space ratio must assume that sub-area A consists of 870 m² and sub-area B consists of 580 m², being the site sizes at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

6.2 The floor space ratio in sub-area A must not exceed 9.0, except that for a building existing as of September 21, 2021, the floor space ratio must not exceed 15.0.

6.3 The floor space ratio in sub-area B must not exceed 25.5.

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

6.5 Computation of floor area must exclude:

- (a) patios and roof gardens only if the Director of Planning first approves the design of sunroofs and walls; and
- (b) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length.

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

Building Height

7. The building height, measured above the base surface to the top of roof slab of the uppermost habitable floor, must not exceed the maximum heights set out in the table below, except that no part of the development shall protrude into the approved view corridors, as set out in the City of Vancouver View Protection Guidelines.

Sub-Area	Maximum Building Height
A	74.0 m
B	110.46 m

Severability

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

Force and effect

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

ENACTED by Council this day of , 2021

Mayor

City Clerk



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 5740 Cambie Street**

After a Public Hearing on January 19, 2021 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

Such a Housing Agreement has been accepted by the owner applicant and its lender. Enactment of the attached By-law will complete the process to implement Council's resolution regarding a Housing Agreement.

Director of Legal Services
September 21, 2021

A By-law to enact a Housing Agreement for 5740 Cambie Street

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

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

ENACTED by Council this day of , 2021

City Clerk

Schedule A



Land Title Act

Charge

General Instrument – Part 1

1. Application

DENTONS CANADA LLP, Barristers and Solicitors
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8
604-687-4460

File No. 546167-100 / Emmanuel Fung
Claridge
Housing Agreement Covenant

2. Description of Land

PID/Plan Number	Legal Description
-----------------	-------------------

010-337-156	LOT 1 BLOCK 857 DISTRICT LOT 526 PLAN 7737
--------------------	---

010-337-181	LOT 2 BLOCK 857 DISTRICT LOT 526 PLAN 7737
--------------------	---

010-337-211	LOT 3 BLOCK 857 DISTRICT LOT 526 PLAN 7737
--------------------	---

010-337-229	LOT 4 BLOCK 857 DISTRICT LOT 526 PLAN 7737
--------------------	---

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219, LTA, Entire Document
PRIORITY AGREEMENT		Granting the Covenant herein priority over Mortgage CA5796936 and Mortgage CA5796951

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

BING SOON LEONG, AS TO PRIORITY AGREEMENT

FLORENCE MAUK LEONG, AS TO PRIORITY AGREEMENT

POLYGON OAKRIDGE DEVELOPMENT LTD., NO.BC0546574

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD
2021-09-12^u
13

**POLYGON OAKRIDGE
DEVELOPMENT LTD.**
By their Authorized Signatory

Print Name: **RENE ROSE**

CLARA LI
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4445

(as to both signatures)

(as to Rene Rose)

Print Name: **ROBERT BRUNO**

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD
2021-09-13

Print Name: **BING SOON LEONG**

CLARA LI
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4445

Officer Certification

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



Land Title Act
Charge

General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

CLARA LI
Barrister & Solicitor
900 - 1333 West Broadway
Vancouver, B.C. V6H 4C2
Tel. 604-871-4445

YYY-MM-DD
2021-09-13

FLORENCE MAUK LEONG

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD

City of Vancouver
By their Authorized Signatory

Print Name: _____

(as to both signatures)

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.

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT (MARKET RENTAL)

5740 Cambie Street

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
 - I. the Transferor, POLYGON OAKRIDGE DEVELOPMENT LTD., is called the “Owner”, as more particularly defined in Section 1.1; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to the corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District to permit the development of a mixed-use development with a 14-storey rental residential tower and a 27-storey strata residential tower, each with a rooftop amenity space (the “Development”), and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to *inter alia* fulfillment of the condition that the Owner, at no cost to the City, make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing 80 residential units in the Development, comprising not less than 6,008 square metres (64,670 square feet) of gross floor space, as secured market rental housing units for the longer of 60 years and the life of the building, and 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; and
 - IV. 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 “Market Rental Housing Condition”); and
- D. The Owner and the City are now entering into this Agreement to satisfy the Market Rental Housing Condition.

Consideration

NOW THEREFORE THIS AGREEMENT WITNESSES that for Ten (\$10) Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged and agreed to by the parties), the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, agree as follows in respect of the use of the Lands and the Building:

Terms of Agreement

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. In this Agreement the following terms have the following definitions, unless specifically otherwise provided in this Agreement:

- (a) **"Agreement"** means this agreement, including the foregoing Recitals, and any Schedules attached hereto;
- (b) **"Building"** means any building or structure on the Lands, including additions and alterations to an existing building or structure, at any time following the date this Agreement is fully executed, all as contemplated by the Rezoning and the Development Permit, and includes any portion of such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;
- (c) **"Business Corporations Act"** means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;
- (d) **"City" or "City of Vancouver"** means the City of Vancouver in its capacity as a corporate entity;
- (e) **"City Manager"** means the chief administrator, from time to time, of the City and his or 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 executed by all parties to it;
- (h) **"Development"** has the meaning ascribed to that term in Recital C above;
- (i) **"Development Permit"** means a development permit issued by the City at any time following the date this Agreement is fully executed by the parties hereto;
- (j) **"Director of Legal Services"** means the chief administrator, from time to time, of the City's Legal Services Department and his or her successors in function and their respective nominees;

- (k) **“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 his or her successors in function and their respective nominees;
- (l) **“High-Density Housing for Families With Children Guidelines”** means the City’s High-Density Housing for Families With Children Guidelines adopted by the City’s elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (n) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (o) **“Losses”** means all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (p) **“Market 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 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;
- (q) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital C;
- (r) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (s) **“Market Rental Housing Units Air Space Parcel”** has the meaning ascribed to that term in Section 3.1;
- (t) **“Occupancy Permit”** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;

- (u) **“Owner”** means the Transferor, including its successors and permitted assigns and any successors in title to the Lands or a portion of the Lands;
- (v) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (x) **“Rezoning”** means the rezoning of the Lands described in Recital C of this Agreement;
- (y) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units; and
- (z) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

- (a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:
 - (i) that define the terms used in this Agreement;
 - (ii) that deal with the interpretation of this Agreement; and
 - (iii) that are otherwise of general application.

- (b) The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.
- (c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.
- (d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.
- (e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.
- (f) 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.
- (g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

- 2.1 Restrictions.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the Building, that:
- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) if and when it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct at its

sole cost and expense, and throughout the Term will maintain not less than 80 residential units in the Development, comprising not less than 6,008 square metres (64,670 square feet) of gross floor space on the Lands (the “**Market Rental Housing Units**”), all in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto, all applicable City by-laws and policies, and the requirements of this Agreement;

- (c) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;
- (d) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, none of the Market Rental Housing Units will be rented for less than one month at a time;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, subject to Section 8.1;
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by subdivision plan, strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld, except as may be permitted by Article 3 below;
- (h) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision 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) it will insure, or cause to be insured, the Building, the Market Rental Housing Units 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;
- (j) throughout the Term, it will keep and maintain the 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. If the Market Rental Housing Units or any part of any thereof are/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; and

- (k) in the event of the substantial or complete destruction or demolition of any Building or Buildings containing some or all of the Market Rental Housing Units prior to the 60 year anniversary of the issuance of the final Occupancy Permit for such Building(s), the Owner will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which shall contain not less than the same number and type of replacement Market Rental Housing Units as the Building(s) formerly contained, which building(s) will be subject to the same use restrictions as the Building(s) pursuant to this Agreement for the duration of the Term.

ARTICLE 3 SUBDIVISION OF THE LANDS AND THE BUILDING

3.1 Airspace Subdivision. Notwithstanding Section 2.1(g):

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

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

ARTICLE 4 OCCUPANCY RESTRICTION

- 4.1 No Occupancy.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the Building that the Lands and Building will not be used or occupied except as follows:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability proof of the insurance, consistent with the requirements of Section 2.1(i), is in force and effect, in form and substance satisfactory to the City; and
 - (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the Building until such time as the Owner has complied with Section 3.1(a); and

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

ARTICLE 5 RECORD KEEPING

- 5.1 Record Keeping.** The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to 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, subject to any applicable laws with respect to the privacy of such information. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

- 7.1 Release and Indemnity.** Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, and subject to Section 7.3, 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:
- (ii) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof;
- (iii) withholding any permit pursuant to this Agreement; or
- (iv) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
- (v) 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.

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

7.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 7.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.3(a) in the following circumstances:

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

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

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

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

ARTICLE 8 TRANSFER OF LANDS

- 8.1 Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 8.1, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

ARTICLE 9 NOTICES

- 9.1 Notice.** Any notice, approval or request required or permitted to be given under this Agreement will be in writing and may be given by delivering such notice, approval or request, or by mailing such notice, approval or request by prepaid registered mail from any post office in British Columbia or by personal delivery:

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

Polygon Oakridge Development Ltd.
900-1333 West Broadway
Vancouver, BC
V6H 4C2

Attention: President

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

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

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

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement for Benefit of City.** The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.
- 10.2 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 whether by strata plan, subdivision plan or otherwise, except as otherwise set out in Article 3.

- 10.3 **Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 10.4 **Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 10.5 **City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 10.6 **City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 10.7 **Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 10.8 **Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 10.9 **Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 10.10 **Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 10.11 **No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 10.12 **No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be

effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. 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. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

10.13 Owner's Costs. Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.

10.14 Owner's Duties as Occupier. Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.

10.15 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.

10.16 Registration. 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 Rezoning or 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.

10.17 Remedies Cumulative. The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement 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. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

10.18 Severability. If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.

10.19 Time of Essence. Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.

10.20 Enurement. This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA5796936 and the Mortgage registered under number CA5796951;
- (b) **"Existing Chargeholder"** means BING SOON LEONG and FLORENCE MAUK LEONG, together, as joint tenants;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12729
Re: 1805 Larch Street**

This amendment to the Housing Agreement for 1805 Larch Street, which was authorized by By-law No. 12729 on July 7, 2020 and was required as a condition of a rezoning enactment with respect to the lands, modifies such Housing Agreement by replacing the rent roll attached to the Housing Agreement with a new rent roll to update the unit numbers assigned to the units included in the rent roll.

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

Director of Legal Services
September 21, 2021

1805 Larch Street

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 12729**

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. 12729 enacted July 7, 2020, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 1805 Larch Street (the "**Housing Agreement**").

AND WHEREAS

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

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

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

Schedule A



Land Title Act
Charge
General Instrument – Part 1

1. Application

Dentons Canada LLP
250 Howe Street, 20th Floor
Vancouver BC
6046874460

File No.: 6778/573305-3/AVC
Total Number of Pages: 8
Modification of Housing Agreement and Covenant CA8288606

2. Description of Land

PID/Plan Number	Legal Description
031-060-498	LOT 1 BLOCK 220A DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP100017

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CA8288606	Entire Instrument Modification of CA8288606
PRIORITY AGREEMENT		Page 7 Granting Modification one registration number less priority over Mortgage CA6836295, as modified by CA8457591, and CA8973227 and Assignments of Rents CA6836296, as modified by CA8457592 and CA8973228
PRIORITY AGREEMENT		Page 8 Granting Modification two registration numbers less priority over Mortgage CA7160107 and Assignment of Rents CA7160108

4. Terms

Part 2 of this instrument consists of:
(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

1157013 B.C. LTD., NO.BC1157013
COMPUTERSHARE TRUST COMPANY OF CANADA, NO.A0052313
PEOPLES TRUST COMPANY, NO.A0033943

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



Land Title Act

Charge

General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Wilfred Chan
Barrister & Solicitor
Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone: (604) 687-4460

YYYY-MM-DD
2021-09-13

1157013 B.C. LTD.

By their Authorized Signatory

Print Name: Thomas Pappajohn

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

(as to all signatures)

YYYY-MM-DD

**Computershare Trust Company of
Canada**

By their Authorized Signatory

Print Name:

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.



8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Wilfred Chan
Barrister & Solicitor
Dentons Canada LLP
20th Floor, 250 Howe Street
Vancouver BC V6C 3R8

Telephone: (604) 687-4460

YYYY-MM-DD

1157013 B.C. LTD.
By their Authorized Signatory

Print Name: Thomas Pappajohn

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

(as to all signatures)

Scott Sydney Markham
Notary Public in and for
The Province of Ontario
100 University Ave., 8th Flr.
Toronto, ONTARIO M5J 2Y1
416-263-9316

YYYY-MM-DD

2021-09-13

**Computershare Trust Company of
Canada**

By their Authorized Signatory

Print Name: Daniel Lee
Professional, MBS

Print Name: Stephen Murphy
Manager, MBS

Officer Certification

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




Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

Transferor Signature(s)


GARY M. YAFFE
Barrister & Solicitor
P.O. BOX 40130
1000-565 BURNARD STREET
VANCOUVER, B.C. V7X 1J5
(604) 691-7524
(as to all)

YYYY-MM-DD

2021-09-12

Peoples Trust Company
By their Authorized Signatory



Print Name:
Dennis Dineen
Senior Vice President
Commercial Banking

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

(as to all signatures)

YYYY-MM-DD

City of Vancouver
By their Authorized Signatory

Print Name:

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.

Electronic Signature

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



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

Introduction

- A. The Transferor, 1157013 B.C. Ltd., is called the "Owner";
- B. The Transferee, City of Vancouver, is called the "City" when referring to corporate entity and "City of Vancouver" when referring to geographic location;
- C. The Owner is the registered owner of the Lands;
- D. The Owner made an application to rezone the Lands from RT-8 (Two-Family Dwelling) District to CD-1 (Comprehensive Development) District and to satisfy the conditions of such rezoning, among other things, the Owner entered into a Housing Agreement and Building Use Covenant for Secured Rental and Moderate Income Rental Housing (the "Housing Agreement") with the City, which was registered at the Land Title Office on July 8, 2020 under registration numbers CA8288606 to CA8288608; and
- E. The City and the Owner have agreed to enter into this Modification of the Housing Agreement to revise the unit numbering of the Moderate Income Rental Housing Units in the Moderate Income Rental Housing Units Rent Roll set out in Schedule A of the Housing Agreement on the terms and conditions herein (the "Modification").

Consideration

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Housing Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Owner and the City, pursuant to Section 565.2 of the *Vancouver Charter* and Section 219 of the *Land Title Act*, hereby covenant and agree as follows:

1. Definitions

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

2. Modification of the Housing Agreement

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

3. Housing Agreement Ratified and Confirmed

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

4. **Amendment**

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

5. **Binding Effect**

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

6. **Time**

Time shall be of the essence of this Modification.

7. **Conflict**

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

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

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

Unit Number	Unit Type	Starting Monthly Rent
L01 (10)	1-bed	\$1200
L02 (20)	2-bed	\$1600
L03 (30)	1-bed	\$1200
101	Studio	\$950
105	3-bed	\$2000
114	2-bed	\$1600
201	Studio	\$950
205	3-bed	\$2000
208	1-bed	\$1200
301	Studio	\$950
312	1-bed	\$1200
315	2-bed	\$1600
401	Studio	\$950
409	1-bed	\$1200

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA6836295 (as modified by CA8457591 and CA8973227) and the Assignment of Rents registered under number CA6836296 (as modified by CA8457592 and CA8973228);
- (b) "Existing Chargeholder" means COMPUTERSHARE TRUST COMPANY OF CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

- (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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7160107 and the Assignment of Rents registered under number CA7160108;
- (b) "Existing Chargeholder" means PEOPLES TRUST COMPANY;
- (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