

EXPLANATION**By-law to amend Mountain View Cemetery By-law No. 8719
Regarding 2022 Mountain View Cemetery Fees and Charges**

Enactment of the attached By-law will implement Council's resolution of October 19, 2021 to amend Mountain View Cemetery By-law to increase fees and charges, effective January 1, 2022.

Director of Legal Services
November 2, 2021

BY-LAW NO. _____

**A By-law to amend Mountain View Cemetery By-law No. 8719
Regarding 2022 Mountain View Cemetery Fees and Charges**

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

1. The By-law amends the provisions of the Mountain View Cemetery By-law No. 8719.
2. Council strikes out Schedule B of the By-law and substitutes for it Schedule B 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 January 1, 2022.

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

**SCHEDULE B
MOUNTAIN VIEW CEMETERY
2022 FEES AND CHARGES**

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
<u>CASKET SPACE</u>			
Adult Grave – Single Depth Flat Marker Area	\$15,000.00	\$ 5,000.00	\$20,000.00
Adult Grave – Single Depth Upright Monument area	\$17,857.14	\$ 5,952.38	\$23,809.52
Adult Grave – Flat Marker Area	\$19,285.71	\$ 6,428.57	\$25,714.29
Adult Grave – Upright Monument area	\$25,000.00	\$ 8,333.33	\$33,333.33
Adult Grave – Single interment in shared lot	\$ 7,142.86	\$ 2,380.95	\$9,523.81
Adult Grave – Single interment in sustainable lot	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Outdoor Tandem Crypt Mausoleum	\$120,000.00	\$13,333.33	\$133,333.33
Family Estate Plot for Custom Installation: Estate Fee <i>(per square foot of allocated area)</i>			\$ 380.95
Interment Right License <i>(per casket space)</i>	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Interment Right License <i>(per cremation space)</i>	\$ 357.14	\$ 119.05	\$ 476.19
Infant Grave – (<24” casket) Shared commemoration	\$ 0.00	\$ 0.00	\$ 0.00
Infant Grave – (<24” casket) Private marker	\$ 1,500.00	\$ 500.00	\$ 2,000.00
Infant Grave – (<48” casket) Private marker	\$ 3,000.00	\$ 1,000.00	\$ 4,000.00
<u>ABOVE-GROUND CREMATED REMAINS SITE</u>			
Columbaria – Upper Rows	\$ 5,057.14	\$ 561.90	\$ 5,619.05
Columbaria – Second Row from bottom	\$ 4,200.00	\$ 466.67	\$ 4,666.67
Columbaria – Bottom Row	\$ 3,514.29	\$ 390.48	\$ 3,904.76
Family Columbaria – 1 to 4 urns	\$16,285.71	\$ 1,809.52	\$18,095.24

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>Total</u>
Family Columbaria – up to 6 urns	\$24,000.00	\$ 2,666.67	\$26,666.67
Family Columbaria – up to 8 urns	\$33,428.57	\$ 3,714.29	\$37,142.86
Family Columbaria – 8 or more urns	\$51,428.57	\$ 5,714.29	\$57,142.86

IN-GROUND CREMATED REMAINS SITE

Individual Cremation Site (1 interment) - Inscription on Communal Marker	\$ 642.86	\$ 214.29	\$ 857.14
Individual Cremation Site (1 interment) - Inscription on Shared Marker	\$ 1,071.43	\$ 357.14	\$ 1,428.57
Individual Cremation Site (1 interment) - Inscription on Individual Marker	\$ 2,857.14	\$ 952.38	\$ 3,809.52
Standard - Allowing 2 interments	\$ 3,571.43	\$ 1,190.48	\$ 4,761.90
Standard - Allowing 4 interments	\$ 6,071.43	\$ 2,023.81	\$ 8,095.24
Premium Area - Allowing 2 interments	\$ 5,000.00	\$ 1,666.67	\$ 6,666.67
Premium Area - Allowing 4 interments	\$ 8,392.86	\$ 2,797.62	\$ 11,190.48
Feature Area - Allowing 2 interments	\$ 7,142.86	\$ 2,380.95	\$ 9,523.81
Feature Area - Allowing 4 interments	\$11,428.57	\$ 3,809.52	\$15,238.10
Feature Area – MVC Provided Monument - Allowing 2 interments	\$11,428.57	\$ 3,809.52	\$15,238.10
Feature Area – MVC Provided Monument - Allowing 4 interments	\$14,285.71	\$ 4,761.90	\$19,047.62
Feature Area – MVC Provided Monument - Allowing 6 interments	\$18,571.43	\$ 6,190.48	\$24,761.90
Feature Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 7,857.14	\$ 2,619.05	\$10,476.19
Premium Area – MVC Provided Flat Marker - Allowing 2 interments	\$ 6,428.57	\$ 2,142.86	\$ 8,571.43

	<u>Total</u>
<u>LICENCE DISPOSITION and TRANSFER</u>	
Licence Disposition Fee (Transfer Current Site to New Rights Holder)	\$ 95.24
Site Transfer Fee (Change to equivalent site)	License Disposition Fee
Site Transfer Fee – Upgrade (to higher value site)	Current fee for NEW site
	PLUS: License Disposition Fee LESS: Current Fee for returned site
Site Transfer Fee – Downgrade (to lower value site)	Current fee for NEW site
	PLUS: License Disposition Fee LESS: Amount paid for returned site

INTERMENT OF REMAINS

Casket - Single Depth	\$ 1,428.57
Casket – Deep	\$ 2,476.19
Infant/Child (container up to 48" long)	\$ 190.48
Cremated Remains	\$ 595.24
No one present at interment (credit)	-\$ 238.10
Concurrent Interment of Cremated Remains (credit)	-\$ 238.10
Extra Niche interment (beyond original capacity)	\$ 2,000.00
Re-open Grave for burial (in addition to Casket fee)	\$ 2,095.24
PLUS Contribution to Care Fund	\$ 4,000.00

DISINTERMENT AND EXHUMATION

Exhumation - Adult Casket – Inter. Fee plus	\$ 1,047.62
Exhumation - Infant Casket – Inter. Fee plus	\$ 380.95
Exhumation - Cremated Remains	\$ 380.95
Exhumation and Re-inter Cremated Remains (Concurrent – credit applied to combined fee)	-\$ 238.10

OVERTIME INTERMENTS (in addition to INTERMENT fee)

Cremated Remains	\$ 357.14
Casket	\$ 1,190.48

	<u>Installation</u>	<u>Care Fund</u>	<u>Total</u>
<u>FLAT MARKER INSTALLATION</u>			
Flat Marker (up to 12" x 20")	\$ 202.38	\$ 250.00	\$ 452.38
Flat Marker (16" x 28" and larger)	\$ 297.62	\$ 250.00	\$ 547.62

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<u>FOUNDATIONS</u>			
Concrete footing	\$ 180.95	\$ 200.00	\$ 380.95
PLUS: (fee per 6" of linear base)	\$ 35.71		
Granite foundation (on 1 lot only)	\$ 228.57	\$ 200.00	\$ 428.57
PLUS: (fee per 6" of linear base)	\$ 53.37		
Granite foundation (spanning 2 lots)	\$ 485.71	\$ 300.00	\$ 785.71
PLUS: (fee per 6" of linear base)	\$ 89.29		
Custom footing/foundation – MVC Staff per hour			\$ 57.14
PLUS external costs (for services hired by MVC)			pre-tax cost plus 20%

	<u>Supply/Install</u>	<u>Care Fund</u>	<u>Total</u>
<u>MARKERS and MONUMENTS</u>			
Infant Commemorative Stone	\$ 113.10	\$ 125.00	\$ 238.10
Temporary Marker – nylon (annual fee)	\$ 190.48	-	\$ 190.48
Granite Marker (Type 1)	\$ 446.43	-	\$ 446.43
Granite Marker (Type 2)	\$ 580.36	-	\$ 580.36
Granite Marker (Type 3)	\$ 714.29	-	\$ 714.29
Granite Marker (Type 4)	\$ 848.21	-	\$ 848.21
Granite Marker (Type 5)	\$ 982.14	-	\$ 982.14
Granite Marker (Type 6)	\$ 1,116.07	-	\$ 1,116.07
Granite Marker (Type 7)	\$ 1,250.00	-	\$ 1,250.00
Granite Marker (Type 8)	\$ 1,383.93	-	\$ 1,383.93

	<u>Total</u>
<u>MEMORIAL REINSTALLATION</u>	
Flat Marker (9" x 12" or 10" x 18" or 12" x 20")	\$ 190.48
Flat Marker (16" x 28" or 18" x 30")	\$ 285.71
<u>OTHER MEMORIAL PRODUCTS</u>	
Inscription – Niche or Memorial panel	\$ 357.14
Single Niche Panel	\$ 267.86
Double Niche Panel	\$ 401.79
Triple Niche Panel	\$ 535.71
Scheduled/Witnessed Marker Installation (Storage Fee)	\$ 238.10
Supply 9" x 12" granite base and mount (bronze) plaque	\$ 223.21
Supply 12" x 20" granite base and mount (bronze) plaque	\$ 446.43
Supply 16" x 28" granite base and mount (bronze) plaque	\$ 669.64
<u>CELEBRATION HALL RENTAL</u>	
2-hour service - Regular Hours - NO FOOD	\$ 547.62
2-hour service - Regular Hours - with FOOD	\$ 738.10
2-hour service – Evening/Weekend - NO FOOD	\$ 880.95
2-hour service – Evening/Weekend - with FOOD	\$ 1,071.43
Each Additional Hour	\$ 142.86
Per Service Person (up to 4 hours)	\$ 190.48

	<u>Total</u>
<u>OTHER PRODUCTS AND SERVICES</u>	
Installation only of Casket Vault or Liner (>500 lbs	\$ 1,428.57
Installation only of Casket Vault or Liner (<500 lbs	\$ 476.19
Installation only of Cremated Remains Vault or Liner (>10 lbs)	\$ 190.48
Casket Vault or Liner - concrete	\$ 1,339.29
Casket Vault or Liner - steel	\$ 1,339.29
Casket Vault or Liner – polymer/HDPE	\$ 892.86
Cremated Remains Vault/Liner	\$ 156.25
Flower Container – with plastic insert (supply and/or install)	\$ 47.62
Flower Container – with metal insert (supply and/or install)	\$ 95.24
NSF Cheque	\$ 35.00
Administration Fee	\$ 71.43
Marker/Monument Steam Cleaning	\$ 238.10
Pall-bearing	\$ 95.24
Watched Grave Closed/Covered	\$ 238.10
<u>KEEPSAKE URNS</u>	
Keepsake Urn - Type 1	\$ 44.64
Keepsake Urn - Type 2	\$ 66.96
Keepsake Urn - Type 3	\$ 89.29
<u>CREMATED REMAINS URNS</u>	
Cremation Urn - Type 1	\$ 125.00
Cremation Urn - Type 2	\$ 151.79
Cremation Urn - Type 3	\$ 178.57
Cremation Urn - Type 4	\$ 200.89
Cremation Urn - Type 5	\$ 223.21

Cremation Urn - Type 6	\$ 267.86
Cremation Urn - Type 7	\$ 312.50
Cremation Urn - Type 8	\$ 334.82
Cremation Urn - Type 9	\$ 379.46
Cremation Urn - Type 10	\$ 446.43
Cremation Urn - Type 11	\$ 468.75
Cremation Urn - Type 12	\$ 491.07
Cremation Urn - Type 13	\$ 558.04
Cremation Urn - Type 14	\$ 781.25
Cremation Urn - Type 15	\$ 982.14

EXPLANATION**A By-law to amend****Street Vending By-law regarding curbside patios and other related matters**

The attached By-law will implement Council's resolution of September 22, 2021 to amend the Street Vending By-law to include a definition of curbside patio and other related amendments, including a revision to the fees imposed that corrects an arithmetic error.

Director of Legal Services
November 2, 2021

**A By-law to amend
Street Vending By-law No. 10868
regarding curbside patios and other related matters**

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

1. This By-law amends the indicated provisions of the Street Vending By-law.
2. Council strikes the definition of “patio” in section 1.2 and replaces it as follows:
““patio” means “curbside patio”, “small patio” and “large patio”,”.
3. Council strikes the definition of “small patio” in section 1.2 and replaces it as follows:
““small patio” means moveable furniture placed on a street, which supports or accommodates business activity or customer seating as an extension of and adjacent to the business address of an existing establishment that does not extend into an area perpendicular to the frontage of a neighbouring business;”.
4. Council adds a new definition of “curbside patio” to section 1.2, in correct alphabetical order, as follows:
““curbside patio” means a semi-permanent structure constructed or placed in the parking lane of a street in front of an existing food vending establishment which is the subject of a licence agreement with the city;”.
5. Council adds a new section 5.4 as follows:
“Curbside patio

5.4 The holder of a permit for a curbside patio must comply with the provisions of section 3 of this By-law and the conditions of any licence agreement applicable to the curbside patio.”
6. Council adds the words “and curbside patio” after “large patio” from the section entitled “Application Fees” in Schedule “A”.
7. Council strikes subsection (e) from the section entitled “Permit Fees” in Schedule A, and replaces it as follows:

“(e) large patio and curbside patio
Downtown (see Schedule B)
Summer Term (April 1 to October 31) = \$90.02/m²
Annual Term (April 1 to March 31) = \$154.09/m²

Outside of Downtown

Summer Term (April 1 to October 31) = \$63.79/m²
Annual Term (April 1 to March 31) = \$109.29/m²”

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

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to provide for the imposition of interest
on latecomer charges**

The attached By-law will implement Council's resolution of October 19, 2021 to establish the interest rate to be charged under Latecomer Agreements in accordance with section 561B (5) of the Vancouver Charter.

Director of Legal Services
November 2, 2021

BY-LAW NO.

A By-law to provide for the imposition of interest on latecomer charges

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

1. The name of this By-law, for citation, is the “Latecomer Charge Interest Rate By-law”.
2. In accordance with section 561B (5) of the Vancouver Charter, all latecomer charges are to bear an annual interest rate of 5.5%.
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 Parking Meter By-law No. 2952
Regarding Veteran's Parking**

At the October 22, 2020 meeting of the Standing Committee on City Finance and Services Agenda, Council resolved to provide free parking to vehicles bearing Veteran's plates. This by-law expands that exemption by including "Memorial Cross" plates. Enactment of the attached By-law will better implement Council's resolution.

Director of Legal Services
November 2, 2021

A By-law to amend Parking Meter By-law No. 2952 Regarding Veteran's Parking

1. This by-law amends the indicated provisions of the Parking Meter By-law No. 2952.

“(7) Motor vehicles bearing a Veteran’s or Memorial Cross licence plate shall be exempt from any parking fees imposed at any parking meter under this By-law for a period up to the parking time limit.”

4. 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 June 23, 2020, Council gave conditional approval to the rezoning of the site at 3220 Cambie 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
November 2, 2021

3220 Cambie 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-769 (c) 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 (793).

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

- (a) 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;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Office Uses;
- (e) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Grocery Store with Liquor Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store, and Small-scale Pharmacy;
- (f) Service Uses, limited to Animal Clinic, 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

- (g) 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 1,376 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 combined must not exceed 3.75.

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

5.4 Computation of floor area must exclude:

- (a) open residential balconies or sun decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:

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

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

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

Building Height

6.1 Building height, measured from base surface, must not exceed 23.2 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 26.2 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 (793).

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 (793).

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

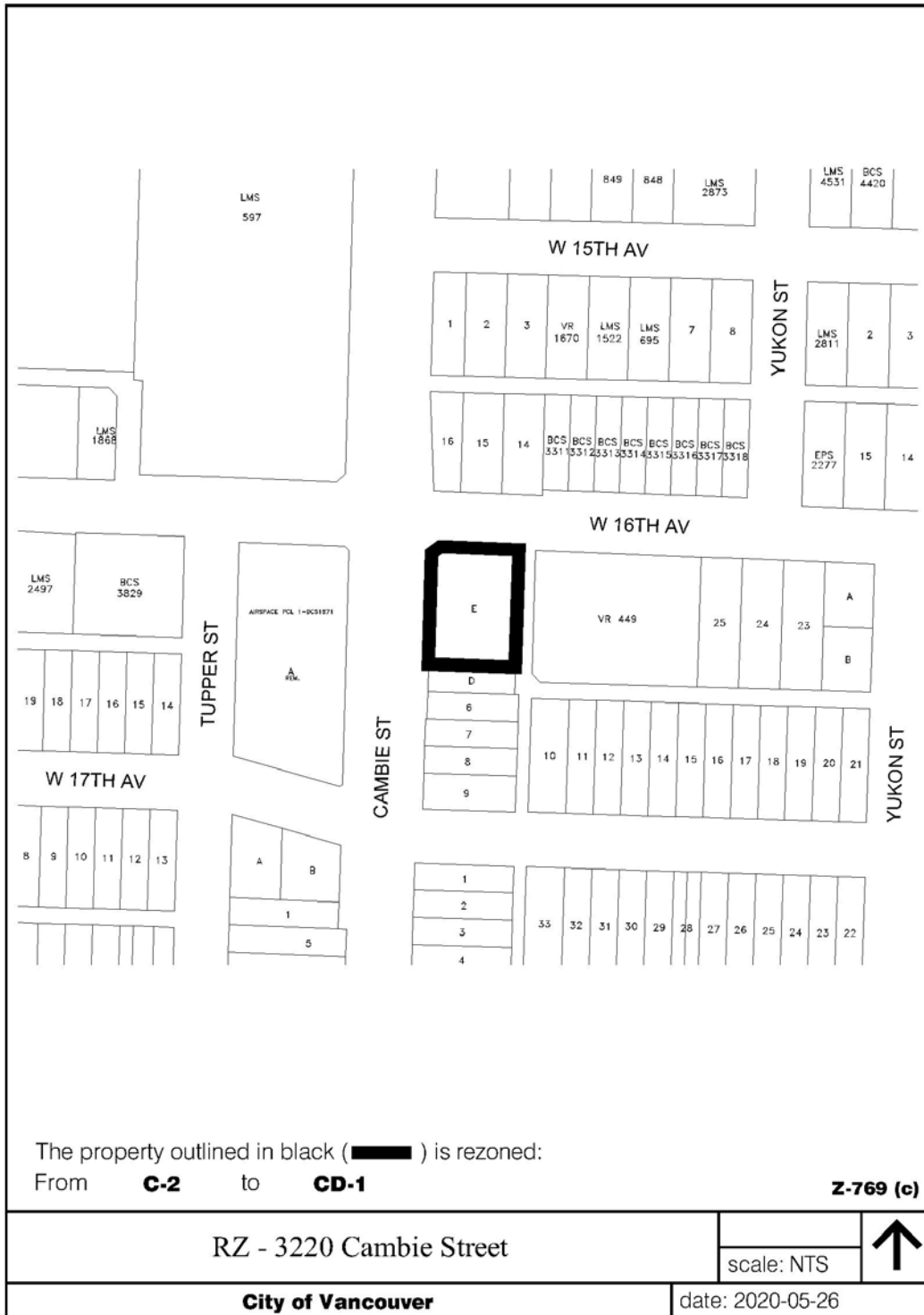
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend the Sign By-law
Re: 619-685 West Hastings Street**

Following the Public Hearing on May 26, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

619-685 West Hastings Street

BY-LAW NO. _____

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

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

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

“

619-685 West Hastings Street	CD-1(791)	13120	DD
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”.

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 105-125 West 49th Avenue**

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

Director of Legal Services
November 2, 2021

105-125 West 49th Avenue

BY-LAW NO. _____

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

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

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

“

105-125 West 49th Avenue	CD-1(790)	13114	C-2
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3. A decision by a court that any part of this by-law is illegal, void, or unenforceable severs that part from this by-law, and is not to affect the balance of this by-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 105-125 West 49th Avenue**

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

Director of Legal Services
November 2, 2021

105-125 West 49th Avenue

BY-LAW NO. _____

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

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

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

“

790	13114	105-125 West 49th Avenue
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”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

**A By-law to amend the Sign By-law
Re: 2735 East Hastings Street**

Following the Public Hearing on July 23, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

2735 East Hastings Street

BY-LAW NO. _____

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

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

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

“

2735 East Hastings Street	CD-1(784)	13107	C-2C1
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”.

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

ENACTED by Council this _____ day of _____, 2021

Mayor

City Clerk

**A By-law to amend the Noise Control By-law
Re: 2735 East Hastings Street**

Following the Public Hearing on July 23, 2020, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

2735 East Hastings Street

BY-LAW NO. _____

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

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

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

“

784	13107	2735 East Hastings Street
-----	-------	---------------------------

”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

**A By-law to amend the Parking By-law
Re: 2735 East Hastings Street**

Following the Public Hearing on July 23, 2020, Council resolved to amend the Parking By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

2735 East Hastings Street

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 District Parking requirements**

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

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

“

2735 East Hastings Street	13107	(784)	Parking, loading and bicycle spaces in accordance with by-law requirements on September 21, 2021, except that there must be a minimum of 2 Class A loading spaces provided.
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"

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

ENACTED by Council this day of _____ , 2021

Mayor

City Clerk

**A By-law to amend the Sign By-law
Re: 835-837 East Hastings Street**

Following the Public Hearing on November 5, 2019, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

835-837 East Hastings Street

BY-LAW NO.

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

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

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

“

835-837 East Hastings Street	CD-1(787)	13108	M-1
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”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 835-837 East Hastings Street**

After the Public Hearing on November 5, 2019 Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

835-837 East Hastings Street

BY-LAW NO. _____

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

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

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

“

787	13108	835-837 East Hastings Street
-----	-------	------------------------------

"

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 4745-4795 Main Street**

Following the Public Hearing on December 2, 2020, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

4745-4795 Main Street

BY-LAW NO.

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

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

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

“

4745-4795 Main Street	CD-1(786)	13104	C-2
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”.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

**A By-law to amend the Noise Control By-law
Re: 4745-4795 Main Street**

Following the Public Hearing on December 2, 2020, Council resolved to amend the Noise Control By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
November 2, 2021

4745-4795 Main Street

BY-LAW NO. _____

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

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

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

“

786	13104	4745-4795 Main Street
-----	-------	-----------------------

"

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 3701-3743 West Broadway**

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

Director of Legal Services
November 2, 2021

3701-3743 West Broadway

BY-LAW NO.

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

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

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

“

3701-3743 West Broadway	CD-1(785)	13103	C-2
-------------------------	-----------	-------	-----

”.

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 3701-3743 West Broadway**

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

Director of Legal Services
November 2, 2021

3701-3743 West Broadway

BY-LAW NO. _____

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

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

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

“

785	13103	3701-3743 West Broadway
-----	-------	-------------------------

”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**A By-law to amend 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
November 2, 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
950 and 960 - 777 Hornby Street
Vancouver BC V6Z 1S4
604-688-9810ext1

File: 0501-002/Success/Housing Agreement

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



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

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

Execution Date
YYYY-MM-DD
2021-10-13

Transferor Signature(s)
Success Realty (Kingsway) Corp.
By their Authorized Signatory

Name: 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
YYYY-MM-DD

Transferor Signature(s)
City of Vancouver
By their Authorized Signatory

Name:

Officer Certification

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

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
3329 KINGSWAY

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
 - (i) the Transferor, SUCCESS REALTY (KINGSWAY) CORP., as more particularly defined in Section 1.1 is called the "Owner"; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2019-00830 (the "Development Application") to permit the development of a four-storey mixed use building containing one Commercial Retail Unit on the first storey and twelve (12) for-profit affordable rental housing 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, a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- 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 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 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 Application"** has the meaning ascribed to that term in Recital C;
- (g) **"Development Permit"** 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 Application;
- (h) **"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;
- (i) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (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 Dwelling 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 Dwelling 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;
- (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, 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;

- (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 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 issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely Success Realty (Kingsway) Corp., and its successors and permitted assigns;
- (t) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (v) **"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;

- (w) "**Residential Tenancy Act**" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (x) "**Term**" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (y) "**Vancouver**" has the meaning ascribed to that term in Recital A(ii);
- (z) "**Vancouver Charter**" means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (aa) "**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 it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain twelve (12) of Dwelling Units in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
- (d) not less than 35% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
- (e) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
 - (i) for a studio - \$1,641;
 - (ii) for a one-bedroom - \$1,942;
 - (iii) for a two-bedroom - \$2,611; and
 - (iv) for a three-bedroom - \$2,977,

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

- (f) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;

- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 9.8;
- (h) 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;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), 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(h), 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;
- (j) 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;
- (k) 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;
- (l) 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;
- (m) 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;
- (n) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

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

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

- (o) 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) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a “**Replacement For-Profit Affordable Rental Housing Unit**”), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 DEVELOPMENT PERMIT RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Planning, Urban Design and Sustainability confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type, mix and sizes shall comply with this Agreement when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 3.1(a)(i); and

- (b) without limiting the general scope of ARTICLE 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 OCCUPANCY RESTRICTION ON THE LANDS

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Planning, Urban Design 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 this Agreement as of the date when the Occupancy Permit is issued; and
 - (B) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; 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 7, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

ARTICLE 5 RECORD KEEPING

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

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

ARTICLE 6 ENFORCEMENT

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

ARTICLE 7 RELEASE AND INDEMNITY

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

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

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

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - 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;

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

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

7.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 7.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 7.1(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

7.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the

covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 8 NOTICES

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

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

If to the City, addressed to:

City of Vancouver
453 West 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:

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

Attention: Director

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

ARTICLE 9 MISCELLANEOUS

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

- 9.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 9.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 9.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 9.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219

Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).

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

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

**Schedule A
Rent Roll**

Unit #	Bedroom Type	Starting Monthly Rental Rate	Unit Size (net area in ft ²)
101	2-bed APT	2475	618
201	1-bed APT	1675	328
202	1-bed APT	1675	334
203	Studio APT 1	1525	323
204	2-bed APT	2475	544
301	1-bed APT	1665	328
302	1-bed APT	1665	334
303	Studio APT 1	1550	323
304	2-bed APT	2200	544
401	1-bed APT	1695	375
402	1-bed APT	1695	364
403	1-bed APT	1725	403

END OF DOCUMENT

EXPLANATION

Repeal of By-law No. 12257**Re: 1649 East Broadway (formerly 1619-1651 East Broadway)**

On May 22, 2018, a Public Hearing was held wherein a rezoning of 1649 East Broadway (formerly 1619-1651 East Broadway) was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. Subsequently, the land owner and the City entered into a Housing Agreement (the “**Original Housing Agreement**”), as approved under By-law No. 12257 and thereafter the rezoning by-law was enacted on September 18, 2018 under CD-1 (715) By-law No. 12299 (the “**Rezoning By-law**”). The land owner made a rezoning application for a text amendment of the Rezoning By-law and on September 15, 2020, a Public Hearing was held where in such text amendment rezoning (the “**Text Amendment Rezoning**”) was approved in principle, subject to the owner of the lands entering into another Housing Agreement with the City on different terms. Subsequently, the land owner and the City entered into a Housing Agreement (the “**New Housing Agreement**”), as authorized under By-law No. 12840, the New Housing Agreement was registered at the Land Title Office under registration No. CA8599898 and CA8599900 and thereafter the Text Amendment Rezoning by-law was enacted under By-law No. 12860. As a result of the Text Amendment Rezoning, the Original Housing Agreement was replaced by the New Housing Agreement and accordingly, By-law No. 12257, authorizing the Original Housing Agreement should be repealed. .

Director of Legal Services
November 2, 2021

**A By-law to repeal By-law No. 12257 authorizing
a Housing Agreement for 1649 East Broadway (formerly 1619-1651 East Broadway)**

1. Council hereby repeals By-law No. 12257.
2. This By-law is to come into force and take effect on the date of its enactment.

Mayor

City Clerk

EXPLANATION

**Repeal of By-law No. 12163
Re: 2538 Birch Street (formerly 1296 West Broadway)**

On January 16 and 18, 2018, a public hearing was held wherein a rezoning of 2538 Birch Street (formerly 1296 West Broadway) was approved in principle, subject to the owner of the lands entering into a Housing Agreement with the City. Subsequently, the land owner and the City entered into a Housing Agreement (the “**Original Housing Agreement**”), as approved under By-law No. 12163 and thereafter the rezoning by-law was enacted on July 24, 2018 under CD-1 (708) By-law No. 12179 (the “**Rezoning By-law**”). The land owner made a rezoning application for a text amendment of the Rezoning Bylaw and on July 9, 10 and 14, 2020, a Public Hearing was held where in such text amendment rezoning (the “**Text Amendment Rezoning**”) was approved in principle, subject to the owner of the lands entering into another Housing Agreement with the City on different terms. Subsequently, the land owner and the City entered into a Housing Agreement (the “**New Housing Agreement**”), as authorized under By-law No. 12839, the New Housing Agreement was registered at the Land Title Office under registration No. CA6932947 and CA6932948 and thereafter the Text Amendment Rezoning by-law was enacted under By-law No. 12839. As a result of the Text Amendment Rezoning, the Original Housing Agreement was replaced by the New Housing Agreement and accordingly, By-law No. 12163, authorizing the Original Housing Agreement should be repealed. .

Director of Legal Services
November 2, 2021

BY-LAW NO.

**A By-law to repeal By-law No. 12163 authorizing
a Housing Agreement for 2538 Birch Street (formerly 1296 West Broadway)**

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

1. Council hereby repeals By-law No. 12163.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2021

Mayor

City Clerk

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3279-3297 Vanness Avenue**

After a public hearing on October 1, 2019 Council approved in principle the land owner's application to rezone the above noted property from CD-1 District (225) to a new 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
November 2, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3279-3297 Vanness 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 Blocks 23 and 24 District Lots 36 and 51 Group 1
New Westminster District Plan EPP111639

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

Charge

General Instrument – Part 1

1. Application

MIKE WALKER, Miller Thomson LLP
400, 725 Granville Street
Vancouver BC V7Y 1G5
6046872242

CLT Vanness File No. 0202846.0025 Housing Agreement and Building Use
Covenant (Part II doc no. 52937797)

2. Description of Land

PID/Plan Number	Legal Description
EPP111639	LOT 1 BLOCKS 23 AND 24 DISTRICT LOTS 36 AND 51 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP111639

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
		Entire Agreement

4. Terms

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

5. Transferor(s)

CITY OF VANCOUVER

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)


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

YYY-MM-DD
2021-09-01

CITY OF VANCOUVER
By their Authorized Signatory

Print Name:

Grant Murray

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: _____

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
(Social Housing)

3279 - 3297 VANNESS AVENUE.

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 from CD-1 District (225) to a new CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a residential building with 102 social housing units and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

"9. *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 and Section 219 Covenant securing all residential units as social housing units for the longer of 60 years or the life of the building, subject to the following additional conditions:*

- (i) *A no separate sales covenant;*
- (ii) *A no stratification covenant;*
- (iii) *That the social housing units will be legally and beneficially owned by a non-profit corporation, or by or on behalf of the City, the Province of British Columbia, or Canada as a single legal entity and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;*
- (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) *Such other terms and conditions as the General Manager of Arts, Culture and 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 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) **"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;
- (k) **"Housing Income Limit"** or **"HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Arts, Culture and Community Services);
- (l) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250;
- (m) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **"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;
- (p) **"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;
- (q) **"Owner"** means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (r) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at 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;
- (s) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;

- (t) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78;
- (u) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (v) **"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;
- (w) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (x) **"Social Housing Units"** has the meaning ascribed to that term in Section 2.1(b), and **"Social Housing Unit"** means any one of such Social Housing Units;
- (y) **"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
- (z) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or

body corporate or politic, and vice versa, as the context or the parties so require.

- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this “**Agreement**” and the words “**hereof**” “**herein**” and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

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

will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;

- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term, not less than 30% of the Social Housing Units will be:
 - (i) occupied only by households with incomes below the then current applicable HIL; and
 - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (g) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month;
- (j) throughout the Term, not less than 35% of the Social Housing Units will have at least two bedrooms and will be designed to be suitable for families with

children in accordance with the City's *Family Room: Housing Mix Policy for Rezoning Projects* policy;

- (k) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (l) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of 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(k), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit, the unit type mix and size, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 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 for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 6.2, the Owner hereby:
- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - C. withholding any permit pursuant to this Agreement; or
 - D. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;
- whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel; and
- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or

any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:

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

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

The indemnities in this ARTICLE 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 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 7 NOTICES

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

- (a) If to the City:

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

Attention: City Clerk, with concurrent copies to the General Manager of 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 8 MISCELLANEOUS

8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

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

- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
- (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and

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

- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1766 Frances Street**

After a public hearing on February 11, 2021, Council approved in principle the land owner's application to rezone the above noted property from RM-4 (Residential) District to a new 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
November 2, 2021

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1766 Frances Street**

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

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

PID: 003-683-648

Lot F Block 7 of Block D District Lot 183 Plan 20542

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

Charge

General Instrument – Part 1

1. Application

**Nicholas R. Shon, Barrister and Solicitor
Lawson Lundell LLP, Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
(604) 685-3456**

File ref. 24576-160030 (A. Batocabe)
Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

003-683-648 LOT F BLOCK 7 OF BLOCK D DISTRICT LOT 183 PLAN 20542

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument
PRIORITY AGREEMENT		Priority Agreement granting above Covenant priority over Mortgage CA8638383 and Assignment of Rents CA8638384

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

VANCOUVER NATIVE HOUSING SOCIETY

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION, AS TO PRIORITY

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

NICHOLAS SHON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2

Officer Certified (604) 685-3456

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.

Execution Date

YYYY-MM-DD
2021-10-21

Transferor Signature(s)

VANCOUVER NATIVE HOUSING SOCIETY
By their Authorized Signatory

Name: David Eddy

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION
By their Authorized Signatory

Name: _____

Name: _____

Officer Certification

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

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

CITY OF VANCOUVER, as Transferee
By their Authorized Signatory

Name: _____



Land Title Act
Charge
General Instrument – Part 1

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYY-MM-DD

**VANCOUVER NATIVE HOUSING
SOCIETY**
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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)



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

YYYY-MM-DD

2021-10-20

**BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION**
By their Authorized Signatory


Name: **Stacey Lee**

(AS TO BOTH SIGNATURES)


Name: **Vincent Tong**

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, as Transferee
By their Authorized Signatory

Name: _____



Land Title Act

Charge

General Instrument – Part 1

Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(Social Housing)
1766 FRANCES STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement shall be read as follows:
- (i) the Transferor, VANCOUVER NATIVE HOUSING SOCIETY, is called the “Owner” as more particularly defined in Section 1.1; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RM-4 (Residential) District to CD-1 (Comprehensive Development) District to permit the development of a residential building with 81 social housing units and childcare use and, after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:
- “2.6 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Service to enter into a Housing Agreement and Section 219 Covenant securing all dwelling units as social housing for 60 years or life of the building, whichever is greater, which will contain the following terms and conditions:*
- (a) *A no separate-sales covenant;*
 - (b) *A no stratification covenant;*
 - (c) *A provision that none of such units will be rented for less than one month at a time;*
 - (d) *A requirement that all such units comply with the definition of “Social Housing” in the applicable DCL By-law;*
 - (e) *A requirement that not less than 32% of the social housing units will be occupied only by households with incomes below the then current applicable Housing Income Limits, as set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;*

- (f) *If Council, in its sole discretion, approves any financial grants for the purpose of enabling deeper levels of affordability in the project, terms and conditions necessary to secure such affordability as set out in the grant approval; and*
- (g) *Such other terms and conditions as the General Manager of Planning Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.*

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.",

(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) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (k) **“Guaranteed Income Supplement”** means an additional benefit that may be added to the Old Age Security Pension received by a person aged 65 and older if he or she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (l) **“Housing Income Limit”** or **“HIL”** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation’s Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **“Income Assistance”** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (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) **"Old Age Security Pension"** means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (t) **"Owner"** means the Transferor, Vancouver Native Housing Society, and any successors in title to the Lands or a portion of the Lands;
- (u) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (v) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (w) **"Residential Tenancy Act"** means the *Residential Tenancy Act* S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (y) **"Social Housing"** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;
 - (ii) which is owned by a non-profit corporation, by a non-profit co-operative association, or by or on behalf of the City, the Province of British Columbia or Canada; and
 - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (z) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;

- (aa) **"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;
- (bb) **"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
- (cc) **"Vancouver Charter"** means the *Vancouver Charter* S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this **"Agreement"** and the words **"hereof"** **"herein"** and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building such number of Dwelling Units as approved in the Development Permit, all of which will be for use only as Social Housing (the "**Social Housing Units**"), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit, then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a "**Replacement Social Housing Unit**") and will be subject, for the duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
- (c) throughout the Term the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing;
- (d) throughout the Term:
 - (i) not less than 25% of the Social Housing Units will be occupied by persons eligible for either Income Assistance or a combination of Old Age Security Pension and the Guaranteed Income Supplement, and rented at rental rates no higher than the shelter component of Income Assistance; and
 - (ii) the remainder of the Social Housing Units will be occupied only by households with incomes below the then current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;

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

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
 - (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager

of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:

- (i) proof of the insurance, or confirmation of self-insurance, consistent with the requirements of Section 2.1(k), is in force and effect;
 - (ii) a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit satisfy the requirements of Section 2.1(d); and
 - (iii) evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; 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 3.1(a).
- 3.2 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 for the New Building until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

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

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

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

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

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

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

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

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

6.2 Conduct of Proceedings.

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

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

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

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

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

ARTICLE 7 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

Vancouver Native Housing Society
1726 East Hastings Street
Vancouver, British Columbia V5L 1S9

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 8 MISCELLANEOUS

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA8638383 and the Assignment of Rents registered under number CA8638384;
- (b) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 619-685 West Hastings Street**

Following the Public Hearing on May 26, 2020, Council resolved to amend the Noise Control By-law for this site. The draft by-law erroneously showed the site was to be added to Schedule B (Intermediate Zone) when it should be added to Schedule A (Activity Zone) since the existing site was located in the DD district. Enactment of the attached By-law will correct this and implement Council's resolution to add this site to the Noise Control By-law.

Director of Legal Services
November 2, 2021

619-685 West Hastings Street

BY-LAW NO. _____

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

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

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

“

791	13120	619-685 West Hastings Street
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”

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

ENACTED by Council this day of , 2021

Mayor

City Clerk