

EXPLANATION**A By-law to amend License By-law No. 4450
regarding beverage cups**

The attached By-law will advance implementation of Council's resolution of March 2, 2022 to amend the License By-law regarding beverage cups.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding beverage cups**

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

1. This By-law amends the indicated provisions of the License By-law.
2. Council inserts a new definition of “drink voucher” in correct alphabetical order as follows:

““Drink Voucher” means a printed or digital card, certificate, voucher or other device that entitles the holder to a free beverage, a free meal and a free beverage, or other specified free goods or services and a free beverage, but does not include a card, certificate, voucher or other device with a monetary value.”.
3. Council strikes subsection 15.8(7).
4. Council adds new subsections 15.8(7) and (8) as follows:

“(7) Subsections 15.8(1) to (2) shall not apply to single-use beverage cups used to provide a beverage:

 - (a) for which the customer or recipient is not charged any monetary value;
 - (b) solely in exchange for a drink voucher, provided that the drink voucher is not sold to the customer within 3 hours of the exchange where the beverage is ordered; or
 - (c) solely in exchange for points or rewards earned using the food vendor’s loyalty or rewards program, provided that the points or rewards were not purchased by the customer.

(8) Section 15.8 (7) does not apply to a beverage for which:

 - (a) a discount is applied, including if a discount is applied to the customer’s order that results in a savings equal to or greater than the monetary value of the beverage;
 - (b) the customer or recipient is not charged for its monetary value conditional upon the purchase of another good or service, including but not limited to:
 - (i) the offer of a beverage with the purchase of a meal or other food item when the beverage is ordered, and
 - (ii) a service where the purchase of a membership or subscription entitles the customer to one or more beverages within a specified period of time; and

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

Mayor

City Clerk

EXPLANATION**A By-law to amend the Board of Variance By-law No. 10200
regarding miscellaneous matters**

Enactment of the attached By-law will accomplish Council's resolution of March 1, 2022 to amend the Board of Variance By-law regarding miscellaneous matters.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend the Board of Variance By-law No. 10200
regarding miscellaneous matters**

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

1. This By-law amends the indicated provisions of the Board of Variance By-law.
2. Council strikes sections 2.5 and 2.6 and replaces them as follows:

“Duties of Secretary

2.5 The secretary must:

- (a) prepare a record of each decision of the Board;
- (b) prepare a record of the minutes of each meeting of the Board that include the disposition of each appeal;
- (c) arrange for publication or service of each notice of appeal and each meeting of the Board as directed by the Board or its Chair;
- (d) give written notice of each decision of the Board to the appellant, any applicant for a development permit for the property, and the Director of Planning;
- (e) keep custody of the records and minutes of the Board; and
- (f) perform other duties customary to the office of a secretary or set out in this By-law, including an annual report to Council summarizing the issues heard by the board.

Meetings of Board

- 2.6 In each calendar year, the Board must meet at least once each month.”.
3. Council strikes section 7.2, and renumbers section 7.3 as section 7.2.
 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 _____, 2022

Mayor

City Clerk

EXPLANATION**2022 Land Assessment Averaging By-law**

Enactment of the attached By-law will implement targeted land assessment averaging for the 2022 taxation year, as approved by Council on March 1, 2022.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

A By-law to Average Land Assessments for 2022

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

Name of By-law

1. The name of this By-law, for citation, is the "2022 Land Assessment Averaging By-law".

Definitions

2. In this By-law:

“assessed improvement value” means assessed improvement value on the *Assessment Roll* as determined by the assessment authority, pursuant to the *Assessment Act*;

“assessed land value” means assessed land value on the *Assessment Roll* as determined by the assessment authority, pursuant to the *Assessment Act*;

“assessed value” means the combined value of assessed land value and assessed improvement value;

“assessment authority” means the British Columbia Assessment Authority;

“Average Assessment Roll” means the Assessment Roll produced annually by the assessment authority as a result of an assessment averaging by-law enacted under section 374.4 (1) of the *Vancouver Charter*;

“averaged land value” means the averaged land value determined by the land assessment averaging formula set out in this By-law;

“averaged value” means the combined value of averaged land value and assessed improvement value;

“threshold %” means 10 percentage points above the average year-over-year % change in property value within Class 1 – residential or 10 percentage points above the average year-over-year % change in property value within the combined property classes of Class 5 – light industry and Class 6 – business and other, as determined by the assessment authority based on the Revised Assessment Roll;

“year-over-year % change in property value” means the difference between the current year’s assessed value and the preceding year’s value as shown on the Average Assessment Roll, all divided by the preceding year’s value as shown on the Average Assessment Roll; and

“target parcel” means any parcel or part of a parcel in Class 1 - residential, Class 5 – light industry, or Class 6 – business and other, that experienced a year-over-year % change in property value that was greater than or equal to the threshold %.

Assessment averaging

3. Notwithstanding anything else in this By-law, if any parcel or part of a parcel:
- (a) has no assessed improvement value for 2022;
 - (b) is a new entry on the 2022 *Assessment Roll*, unless that entry results from an administrative roll number re-assignment by the assessment authority, or
 - (c) was subject to:
 - (i) subdivision or consolidation during the period between completion of the 2021 and 2022 *Assessment Rolls*, unless:
 - (i.i) the sole purpose of the subdivision or consolidation is to vest in the city, by dedication or transfer, all or part of the parcel for street purposes; or
 - (i.ii) the subdivision or consolidation is initiated by the assessment authority for assessment or administrative purposes, and does not alter the physical characteristics of the target parcel, or
 - (ii) a Council policy statement guiding consideration of an anticipated rezoning of the parcel or part of the parcel that was approved by Council between November 1, 2019 and October 31, 2021, other than a Council policy statement that was developed primarily on the initiative of the Director of Planning, that has not resulted in a proposed rezoning of the parcel or part of that parcel that has been approved in principle by Council following a public hearing;
 - (iii) a proposed change in zoning or zoning district, including a proposed change to an existing CD-1 zoning district that includes a proposed change to permitted density, that has been approved in principle by Council between November 1, 2019 and October 31, 2021 following a public hearing, but has not been enacted, except for:
 - (iii.i) any proposed rezoning from RS-1 to RM-8, RM-8A, RM-8N or RM-8AN, or
 - (iii.ii) any proposed rezoning initiated by the Director of Planning, or
 - (iv) a change in zoning or zoning district, including a change to an existing CD-1 zoning district that includes a change to permitted density, except for:
 - (iv.i) any rezoning from RS-1 to RM-8, RM-8A, RM-8N or RM-8AN, or
 - (iv.ii) amendments to the Zoning and Development By-law or to an Official Development Plan that were initiated by the Director of Planning and enacted by Council between November 1, 2020 and October 31, 2021, or

- (v) a change in the prescribed class of the parcel or part of the parcel during the period between the completion of the 2021 and 2022 *Assessment Rolls*, except for:
 - (v.i) a change between Class 5 - light industry and Class 6 - business and other, or
 - (v.ii) a change to or from Class 1 – residential or Class 3 – supportive housing resulting from the installation or removal of temporary modular homes supported by a decision to relax a zoning by-law to allow for the provision of low cost housing for persons receiving assistance as authorized by section 5.1.3 of the Zoning and Development By-law, or
- (vi) a change in the method of determination of the assessed value under section 19(8) of the *Assessment Act* where the preceding year's assessed value was determined based on the actual use of the land and improvements and the current year's value is determined taking into consideration any other use to which the land or improvements could be put,

then the entire parcel is exempt from land assessment averaging set out in section 4 of this By-law.

Land assessment averaging formula

4. If a parcel or part of a parcel is not exempt from averaging in accordance with section 3 of this By-law, and was not exempt from averaging under any of the 2018, 2019, 2020 and 2021 Land Assessment Averaging By-laws (No. 12066, No. 12398, No. 12674 and 12943 respectively), and is a target parcel, then the 2022 averaged land value for each target parcel is the quotient arrived at by dividing the 2018, 2019, 2020, 2021 and 2022 assessed land value by the number of total years prescribed by the Preceding Years for Land Assessment Averaging By-law, 2019 (No. 12397), for each such target parcel.

Averaging of properties that regain eligibility

5. If a target parcel is not exempt from averaging in accordance with section 3 of this By-law, but was exempt from averaging in accordance with the 2021 Land Assessment Averaging By-law (No. 12943), the 2022 averaged land value for that parcel is the quotient arrived at by dividing the 2022 assessed land value by one (1).
6. If a target parcel is not exempt from averaging in accordance with section 3 of this By-law, and was not exempt from averaging in accordance with the 2021 Land Assessment Averaging By-law (No. 12943), but was exempt from averaging in accordance with the 2020 Land Assessment Averaging By-law (No. 12674), the 2022 averaged land value for that parcel is the quotient arrived at by dividing the sum of the 2021 and 2022 assessed land values by two (2).
7. If a target parcel is not exempt from averaging in accordance with section 3 of this

By-law, and was not exempt from averaging in accordance with both the 2020 and 2021 Land Assessment Averaging By-laws (No. 12674 and No. 12943, respectively), but was exempt from averaging in accordance with the 2019 Land Assessment Averaging By-law (No. 12398), the 2022 averaged land value for that parcel is the quotient arrived at by dividing the sum of the 2020, 2021 and 2022 assessed land values by three (3).

8. If a target parcel is not exempt from averaging in accordance with section 3 of this By-law, and was not exempt from averaging in accordance with all of the 2019, 2020 and 2021 Land Assessment Averaging By-laws (No. 12398, No. 12674 and No. 12943, respectively), but was exempt from averaging in accordance with the 2018 Land Assessment Averaging By-law (No. 12066), the 2022 averaged land value for that parcel is the quotient arrived at by dividing the sum of the 2019, 2020, 2021 and 2022 assessed land values by four (4).

Non-applicability of By-law

9. Despite sections 4, 5, 6, 7 and 8 of this By-law, land assessment averaging does not apply to any target parcel if the land assessment averaging will result in an averaged value greater than the assessed value.

Limit on Application of By-law

10. Despite sections 4, 5, 6, 7 and 8 of this By-law, for any target parcel, the averaged value shall not be less than the product resulting from the multiplication of the preceding year's value as shown on the Average Assessment Roll and 100% plus the threshold %. If it is, then the averaged land value is calculated by subtracting the assessed improvement value from the product resulting from the multiplication of the preceding year's value as shown on the Average Assessment Roll and 100% plus the threshold %.

Correction of errors

11. An owner who receives notice, under section 403 of the *Vancouver Charter*, of adjustments to the net taxable value of the owner's property, and who wishes the Collector of Taxes to correct errors made in applying this By-law to such property, must file a request for correction with the Collector of Taxes on or before the last business day of July 2022.

Appeal to Court of Revision

12. A person:
 - (a) may appeal to Council, sitting as a Court of Revision, any decision of the Collector of Taxes with respect to:
 - (i) an adjustment to the net taxable value of any property, or
 - (ii) an exemption from this By-law; and
 - (b) must file such appeal within 30 days after the Collector of Taxes makes that decision.

Adjudication by Court of Revision

13. The Court of Revision must sit no later than October 31, 2022 to:
- (a) adjudicate complaints made under this By-law respecting errors in:
 - (i) an adjustment to the net taxable value of any property, or
 - (ii) an exemption from this By-law; and
 - (b) direct the Collector of Taxes to amend the net taxable value of any property, necessary to give effect to any decision of the Court of Revision.

Severability

14. 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

15. This By-law is to come into force and take effect on enactment.

ENACTED by Council this 29th day of March, 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Drinking Water Conservation By-law No. 12086
regarding amendments to reflect Metro Vancouver's
updated Drinking Water Conservation Plan**

The attached By-law will implement Council's resolution of March 1, 2022 to amend the Drinking Water Conservation By-law to reflect November 1, 2021 updates to the Metro Vancouver Drinking Water Conservation Plan.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend the Drinking Water Conservation By-law No. 12086
regarding amendments to reflect Metro Vancouver's
updated Drinking Water Conservation Plan**

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

1. Council amends the indicated provisions of the Drinking Water Conservation By-law.
2. In section 1.2, Council adds the following new definitions in the correct alphabetical order:
 - (a) ““automatic watering” means applying water using an automated water delivery system that requires only minimal human intervention or supervision and typically employs mechanical, electronic, or other components and devices, including but not limited to timers, sensors, computers, or mechanical appliances;” and
 - (b) ““manual watering” means applying water using a device or tool that is manually held or operated by a human being, without automatic watering;”.
3. In section 3.5, Council:
 - (a) in subsection (a), strikes out “and 2”; and
 - (b) in subsection (b):
 - (i) strikes out “stage 3 and 4” and substitutes “stage 2, 3 and 4”, and
 - (ii) strikes out “before stage 3 restrictions came into effect” and substitutes “before stage 2 restrictions came into effect”.
4. Council strikes out section 7.2(a) and substitutes the following:

“(a) water a lawn, including any cultivated boulevards adjacent to the premises:

 - (i) at residential premises with even-numbered addresses, except:
 - (A) by means of automatic watering on Saturdays between 5:00 a.m. and 7:00 a.m., and
 - (B) by means of manual watering on Saturdays between 6:00 a.m. and 9:00 a.m.,
 - (ii) at residential premises with odd-numbered addresses, except:
 - (A) by means of automatic watering on Sundays between 5:00 a.m. and 7:00 a.m., and
 - (B) by means of manual watering on Sundays between 6:00 a.m. and 9:00 a.m.,

- (iii) at non-residential premises with even-numbered addresses, except:
 - (A) by means of automatic watering on Mondays between 4:00 a.m. and 6:00 a.m., and
 - (B) by means of manual watering on Mondays between 6:00 a.m. and 9:00 a.m., or
- (iv) at non-residential premises with odd-numbered addresses, except:
 - (A) by means of automatic watering on Tuesdays between 4:00 a.m. and 6:00 a.m., and
 - (B) by means of manual watering on Tuesdays between 6:00 a.m. and 9:00 a.m.;”.

5. In section 7.2(b), Council:

- (a) in clause (i), strikes out “4:00 a.m.” and substitutes “5:00 a.m.”; and
- (b) in clause (ii), strikes out “1:00 a.m.” and substitutes “4:00 a.m.”.

6. Council strikes out section 8.2(a), and substitutes:

“(a) water a lawn, including any cultivated boulevards adjacent to the premises;”.

7. In section 8.2(b), Council:

- (a) in clause (i), strikes out “4:00 a.m.” and substitutes “5:00 a.m.”; and
- (b) in clause (ii), strikes out “1:00 a.m.” and substitutes “4:00 a.m.”.

8. In section 8.3, Council:

- (a) strikes out subsection (a) and substitutes:

“(a) a lawn in compliance with a water use permit issued under this by-law before stage 2 water use restrictions came into effect;”; and

- (b) renumbers subsections (b) through (d) as subsections (c) through (e), respectively; and

- (c) adds a new subsection (b) as follows:

“(b) a playing field in compliance with a water use permit issued under this by-law;”.

9. In section 9.3, Council:

- (a) strikes out clause (a)(i); and

City Clerk

EXPLANATION

**A By-law to amend the
By-law Notice Enforcement By-law No. 10201
regarding amendments to the Drinking Water Conservation By-law**

The attached By-law will implement Council's resolution of March 1, 2022 to amend the By-law Notice Enforcement By-law regarding consequential amendments to the Drinking Water Conservation By-law in relation to November 1, 2021 updates to the Metro Vancouver Drinking Water Conservation Plan.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend the
By-law Notice Enforcement By-law No. 10201
regarding amendments to the Drinking Water Conservation By-law**

1. This By-law amends the indicated provisions and Schedules of By-law Notice Enforcement By-law No. 10201.

2. Under the Drinking Water Conservation By-law section of Schedule A, Council:

(a) strikes out the entries for sections 7.2(a)(i) through (iv) and substitutes:

| | | | | |
|----------------|---|-----|-----|-----|
| "7.2(a)(i)(A) | Automatic watering of residential lawn at even-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(i)(B) | Manual watering of residential lawn at even-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(ii)(A) | Automatic watering of residential lawn at odd-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(ii)(B) | Manual watering of residential lawn at odd-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(iii)(A) | Automatic watering of non-residential lawn at even-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(iii)(B) | Manual watering of non-residential lawn at even-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(iv)(A) | Automatic watering of non-residential lawn at odd-numbered addresses outside permitted hours Stage 1 | 250 | 125 | 125 |
| 7.2(a)(iv)(B) | Manual watering of non-residential lawn at odd-numbered addresses outside permitted hours Stage 1"; and | 250 | 125 | 125 |

(b) strikes out the entries for sections 8.2(a)(i) through (iv) and substitutes:

| | | | | |
|---------|--------------|-----|-----|-------|
| "8.2(a) | Water a lawn | 250 | 125 | 125". |
|---------|--------------|-----|-----|-------|

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 , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the
Ticket Offences By-law No. 9360 regarding
amendments to the Drinking Water Conservation By-law**

The attached By-law will implement Council's resolution of March 1, 2022 to amend the Ticket Offences By-law regarding consequential amendments to the Drinking Water Conservation By-law in relation to November 1, 2021 updates to the Metro Vancouver Drinking Water Conservation Plan.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend the
Ticket Offences By-law No. 9360 regarding
amendments to the Drinking Water Conservation By-law**

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

1. This By-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. In Table 6, Council:
 - (a) strikes out the entries in Columns 2, 3 and 4 for sections 7.2(a)(i) through (iv) and substitutes:

“

| | | |
|---|------------------------|----------|
| Automatic watering of residential lawn at even-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(i)(A) | \$250.00 |
| Manual watering of residential lawn at even-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(i)(B) | \$250.00 |
| Automatic watering of residential lawn at odd-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(ii)(A) | \$250.00 |
| Manual watering of residential lawn at odd-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(ii)(B) | \$250.00 |
| Automatic watering of non-residential lawn at even-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(iii)(A) | \$250.00 |
| Manual watering of non-residential lawn at even-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(iii)(B) | \$250.00 |
| Automatic watering of non-residential lawn at odd-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(iv)(A) | \$250.00 |
| Manual watering of non-residential lawn at odd-numbered addresses outside permitted hours Stage 1 | Section 7.2(a)(iv)(B) | \$250.00 |

”; and

EXPLANATION**Designation of an area described as
Commercial Drive as a Business Improvement Area**

Enactment of the attached by-law will implement Council's resolution of March 2, 2022 to re-designate (renew) Commercial Drive as a business improvement area with a 7-year funding ceiling of \$5,650,000.00 for a further term from April 1, 2022 to March 31, 2029.

Director of Legal Services
March 29, 2022

BY-LAW NO.

**A By-law to Designate a Business Improvement Area
in that area of the City known as Commercial Drive**

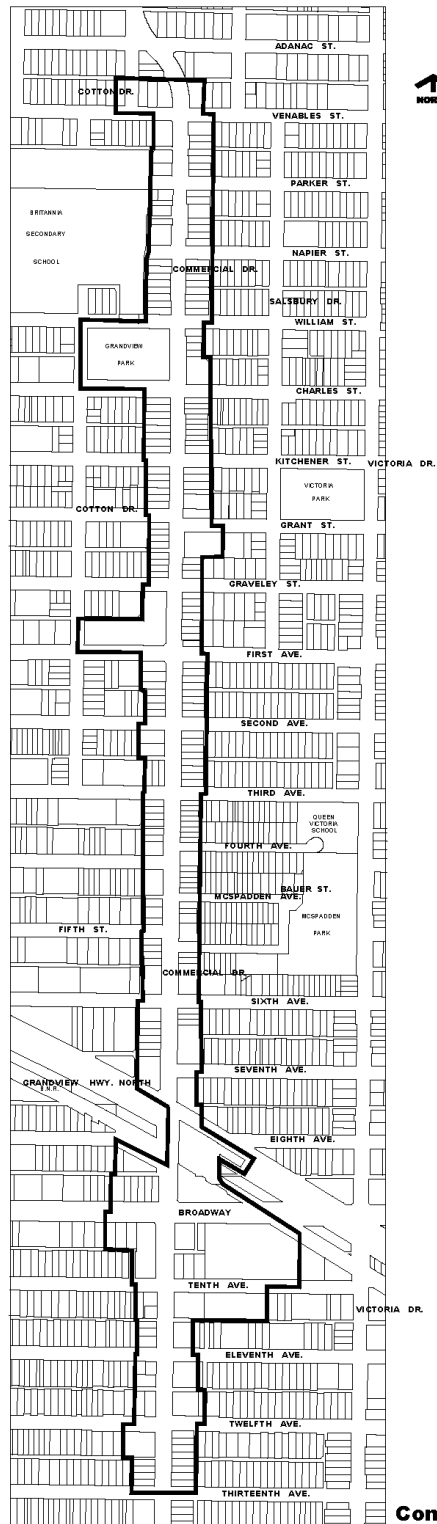
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. The name of this By-law, for citation, is the "2022 Commercial Drive BIA Designation By-law".
2. Council, by initiative, designates as a business improvement area that portion of the city outlined in black on the plan attached to and forming part of this By-law.
3. The amount of money Council, from time to time, grants to an applicant for the planning and implementation of a business promotion scheme in the area designated under section 2 must not exceed, in aggregate, \$5,650,000.00.
4. Recovery by the city of the amount of money granted to an applicant is to be pursuant to the levy and imposition of a tax on class 5 and class 6 real property from the owners of land and improvements within the area designated under section 2.
5. This By-law is to come into force and take effect on April 1, 2022, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this day of , 2022

Mayor

City Clerk



Commercial Drive BIA

EXPLANATION**2022 Grant Allocation By-law
Commercial Drive Business Society**

Following the Standing Committee meeting on March 2, 2022, Council approved a 7-year (2022-2029) funding-ceiling of \$5,650,000.00 for the Commercial Drive Business Improvement Area. Enactment of the attached by-law, after the enactment of the 2022 Commercial Drive BIA Designation By-law, will accomplish Council's resolution.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to Grant Money for a Business Promotion Scheme
in the Commercial Drive Business Improvement Area**

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

1. The name of this By-law, for citation, is the “2022 Commercial Drive Business Improvement Area Grant Allocation By-law”.

2. In this By-law:

“accountant” means a member in good standing, or a partnership whose partners are members in good standing, of the Chartered Professional Accountants of British Columbia and who is authorized to carry on public practice;

“Association” means the Commercial Drive Business Society;

“audited financial statements” mean financial statements that have been audited by an accountant and that include a Statement of Financial Position, a Statement of Revenue and Expenditures, a Statement of Cash Flows, a Statement of Retained Earnings or Equity, and a separate schedule for grant money and revenue derived from grant money;

“budget” means a budget based on a fiscal year commencing April 1, containing information sufficient in detail to describe anticipated expenses and revenues, including anticipated non-grant expenses and revenues, and that has been approved at a general meeting of the Association;

“business improvement area” means the area of the city designated by Council as the Commercial Drive Business Improvement Area;

“business promotion scheme” means a business promotion scheme as defined in section 455 of the Vancouver Charter;

“declaration of meeting” means a document that includes a copy of the draft minutes of a general meeting, together with a declaration that all persons eligible to be BIA members were notified of the meeting, the meeting was duly convened and conducted, a quorum was achieved and maintained, and, in the case of an annual general meeting, that the budget and audited financial statements were approved;

“Director” means the Director of Finance appointed by Council and any person authorized to act on behalf of the Director of Finance;

“grant money” means any money granted to the Association by Council pursuant to this By-law;

“list of directors” means a list of the names and executive positions of continuing and newly elected directors, together with contact information for one director;

“owner” means all persons who own class 5 or class 6 properties in the business improvement area;

“summary budget” means a budget in a form satisfactory to the Director; and

“tenant” means all persons who lease class 5 or class 6 properties in the business improvement area.

3. Subject to the Commercial Drive Business Improvement Area Designation By-Law, the terms and conditions set out in this By-law, and Council’s approval of the budget referred to in section 4, Council, by annual resolution, may grant money to the Association at such times and in such amounts as Council determines.

4. The grant money may be paid to the Association, subject to the following conditions:

- (a) the Association must have as one of its aims, functions or purposes the planning and implementation of a business promotion scheme;
- (b) the Association must give at least 60 days’ notice to the Director of any general meeting at which the Association proposes the amendment of its constitution or by-laws, together with the text of the proposed amendments;
- (c) the Association must not alter its constitution and by-laws without first obtaining the consent of the Director;
- (d) the grant money must only be spent by the Association;
- (e) the Association must only spend the grant money for a business promotion scheme;
- (f) on or before December 31st of each year, the Association must submit a summary budget and a budget to the Director for approval by Council;
- (g) on or before September 30th of each year, the Association must deliver the Association’s audited financial statements to the Director;
- (h) the Association must keep grant money and revenue derived from grant money in a separate account or sub-account;
- (i) the Association must:
 - (i) have sufficient funds to pay all its debts, and
 - (ii) insofar as possible, pay all its debts,by the end of the fiscal year;
- (j) the Association must permit the Director to inspect all financial records that, in the opinion of the Director, must be inspected in order to verify and obtain further particulars of budgets and audited financial statements as they relate to grant money, except that such inspections must take place during normal business hours and on reasonable notice;

- (k) the Association may invest any grant money not required for immediate use but must do so only in securities in which trustees are authorized to invest in accordance with the Trustee Act of British Columbia;
- (l) the Association must carry commercial general liability insurance:
 - (i) in the amount of at least \$5,000,000.00,
 - (ii) with a maximum deductible of \$5,000.00,
 - (iii) naming the city as an additional named insured,
 - (iv) containing a cross coverage provision, and
 - (v) including an endorsement stating that the Director will be given 30 days' notice of any material change to or cancellation of the policy;
- (m) the Association must provide proof of insurance, to the satisfaction of the Director, annually and within 30 days of the effective date of the insurance or insurance renewal;
- (n) the Association must give notice to the Director of every general meeting, other than a meeting referred to in subsection (b), together with the financial and membership information that is provided to owners and tenants in accordance with subsection (o), at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (o) the Association must give notice of every general meeting to all owners and tenants, together with the proposed budget, the audited financial statements, and membership application information, at least 14 days before the date scheduled for the meeting if delivered by hand or transmitted via facsimile or electronically, and at least 21 days before the date scheduled for the meeting if delivered by any other means;
- (p) notice of a general meeting:
 - (i) if sent to owners by mail, must be sent to their address as ascertained from the most recent assessment roll for the City of Vancouver,
 - (ii) may be given to owners, tenants or the Director by hand delivery to their business address, or by mail, e mail or facsimile or similar means, and
 - (iii) must not be given solely by means of publication in a newspaper or on a website;
- (q) the quorum at a general meeting must be 15 persons present in person or by proxy, provided that no fewer than eight members be present in person;
- (r) within 30 days of every general meeting, the Association must submit to the Director:
 - (i) a declaration of meeting, and
 - (ii) in the case of an annual general meeting, a list of directors; and

(s) the board of directors of the Association must include at least one property owner and one business owner.

5. The Association must comply with all the provisions of this By-law.

6. If, in the opinion of the Director, the Association has failed to comply with any of the provisions in this By-law, the Director may withhold payment of all or part of the grant money.

7. This By-law is to come into force and take effect on April 1, 2022, and is to expire and have no further force or effect after March 31, 2029.

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 510 West Hastings Street**

At a public hearing on March 3, 2022, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 510 West Hastings Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
March 29, 2022

510 West Hastings Street
(Standard Building)

BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior envelope
and exterior building materials of
the heritage building
(Standard Building)

510 West
Hastings Street,
Vancouver, B.C.

PID: 009-180-109
Lot 8 Block 24
District Lot 541 Plan 210

PID: 009-180-117
Lot 9 Block 24
District Lot 541 Plan 210

PID: 009-180-133
Lot 10 Block 24
District Lot 541 Plan 210

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

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend
Zoning and Development By-law No. 3575
regarding miscellaneous and housekeeping amendments**

Following the Public Hearing on March 3, 2022, Council resolved to amend the Zoning and Development By-law regarding miscellaneous and housekeeping amendments. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 29, 2022

BY-LAW NO. ____

**A By-law to amend
Zoning and Development By-law No. 3575
regarding miscellaneous and housekeeping amendments**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law No. 3575.

2. In section 4.7, Council strikes out sections 4.7.2 and 4.7.3 and substitutes:

“4.7.2 Despite section 4.7.1, the Director of Planning may recommend the issuance of a building permit to the City Building Inspector, provided that the:

- (a) Director of Planning has issued a “prior-to permit issuance” letter for the development;
- (b) Director of Planning, in consultation with the City Engineer and Director of Legal Services, is satisfied that the applicant has made substantial progress in satisfying the conditions imposed under (a);
- (c) City Building Inspector, in consultation with the City Engineer, is satisfied that a building permit may be issued, and the building permit:
 - (i) application is submitted by a Certified Professional, and
 - (ii) is limited only to excavation and shoring associated with the proposed development permit for the same site; and
- (d) development must include one of the following uses:
 - (i) Cultural and Recreational Uses, limited to Artist Studio, Community Centre or Neighbourhood House, Library, Museum or Archives, and Park or Playground,
 - (ii) Dwelling Uses, developed as Social Housing or Secured Market Rental Housing,
 - (iii) Institutional Uses, or
 - (iv) any other use which the Director of Planning reasonably considers to be similar to the foregoing.

4.7.3 If the Director of Planning recommends that a building permit be issued pursuant to section 4.7.2, the City Building Inspector may issue a building permit, and in addition to any authority granted to the City Building Inspector under the Building By-law, may impose conditions on the building permit that require the owner to:

- (a) provide the City with a certified Letter of Credit for an amount equal to the estimated cost of backfilling the excavation and shoring works to the satisfaction of the City Engineer; and
- (b) register a covenant on the title of the site, pursuant to section 219 of the Land Title Act, that is satisfactory to the Director of Legal Services.”.

3. In section 10, Council adds a new section 10.18.3 as follows:

“10.18.3 For residential buildings of three storeys or less, an additional 0.15 m in height is permitted if the roof contains at least 0.35 m of insulation.”.
4. In Section 10.29.1, Council strikes out “Development in an RS, RT or C-1 district on a site which is less than 36.6 m deep may reduce the required depths as follows:” and substitutes “For development in an RS, RT or C-1 district on a site which is less than 36.6 m deep, the required depths may be reduced as follows:”.
5. In the RS-7 District Schedule, Council:
 - (a) rennumbers subsections 4.17.5 through 4.17.47 as subsections 4.17.6 through 4.17.48, respectively;
 - (b) adds a new section 4.17.5 as follows:

“4.17.5 The surface of the ground adjoining a building can be lowered only for the purpose of providing:

 - (a) a window well for a basement or a cellar, provided that the lowered surface does not extend more than 1.0 m from the surface of a wall;
 - (b) a sunken entrance for a basement, provided that:
 - (i) the portion of the building abutting the lowered surface faces either the front street or the rear property line,
 - (ii) the lowered surface does not extend more than 3.1 m into the required front or rear yard, measured from the street-facing wall and including stair runs or vertical change in grade between the basement and the existing grade, and
 - (iii) the sum of the widths of all lowered surfaces abutting the building is not greater than half the width of the building or 4.6 m, whichever is the lesser; or
 - (c) a sunken entrance for a cellar in buildings existing prior to June 23, 2020, provided that:
 - (i) it complies with sections 4.17.5(b)(i) through (iii), and
 - (ii) the depth of the lowered surface does not exceed 1.83 m below the average finished grade.”;
 - (c) strikes out section 4.17.1 and substitutes:

“4.17.1 Sections 4.17.2 through 4.17.4, 4.17.6, and 4.17.8 through 4.17.40 apply to all uses except for two-family dwellings and two-family dwellings with secondary suite, sections 4.17.41 through 4.17.45 apply to two-family dwellings and two-family dwellings with secondary suite, and sections 4.17.5, 4.17.7 and 4.17.46 apply to all uses.”;
 - (d) in section 4.17.8(a), strikes out “section 4.17.10(c)” and substitutes “section 4.17.11(c)”;

- (e) in section 4.17.9, strikes out “section 4.17.7” and substitutes “section 4.17.8”;
- (f) in section 4.17.11(c), strikes out “section 4.17.10(a) and (b)” and substitutes “sections 4.17.11(a) and (b)”;
- (g) in section 4.17.36(b), strikes out “section 4.17.35(a)” and substitutes “section 4.17.36(a)”;
- (h) in section 4.17.36(e), strikes out “section 4.17.35(c) and (d)” and substitutes “sections 4.17.36(c) and (d)”;
- (i) in section 4.17.38, strikes out “section 4.17.36” and substitutes “section 4.17.37”;
- (j) in section 4.17.39, strikes out “sections 4.17.36(a) to (d)” and substitutes “sections 4.17.37(a) to (d)”;
- (k) in section 4.17.44(e), strikes out “section 4.17.43(d)” and substitutes “section 4.17.44(d)”;
- (l) in section 4.17.47, strikes out “may vary the requirements of sections 4.17.7 (roof form), 4.17.9 (roof decks), 4.17.10 (dormers), 4.17.11 (gables), 4.17.12 (bay windows), 4.17.13 (basements), 4.17.31 (chimneys), 4.17.32 and 4.17.33 (entries, porches or verandahs), 4.17.34 (windows), 4.17.35 (exterior wall cladding), 4.17.36 (roofing materials), and 4.17.39 (window trim)” and substitutes “may vary the requirements of sections 4.17.8 (roof form), 4.17.10 (roof decks), 4.17.11 (dormers), 4.17.12 (gables), 4.17.13 (bay windows), 4.17.14 (basements), 4.17.32 (chimneys), 4.17.33 and 4.17.34 (entries, porches or verandahs), 4.17.35 (windows), 4.17.36 (exterior wall cladding), 4.17.37 (roofing materials), and 4.17.40 (window trim)”;
- (m) in section 4.7.4(g)(vii), strikes out “section 4.17.32” and substitutes “section 4.17.33”.

6. In section 4.7.7 of the RM-11 and RM-11N Districts Schedule, Council adds “, section 4.7.10 (a) and section 4.7.10 (c)” after “Notwithstanding section 4.7.3”.

7. In the RM-3A District Schedule, Council:

- (a) strikes out section 4.1.1 and substitutes:

“4.1.1 The minimum site area shall be 550 m² for:

- (a) a building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing;
- (b) multiple dwelling;
- (c) rooming house; and
- (d) seniors supportive or assisted housing.”; and

(b) in section 4.1.3:

- (i) in subsection (c), strikes out “and”
- (ii) in subsection (d), strikes out “.” and substitutes “; and”; and
- (iii) adds a new subsection 4.1.3 (e) as follows:

“(e) seniors supportive or assisted housing, with a minimum lot area of 500 m².”

8. In the RM-4 and RM-4N Districts Schedule, Council strikes out section 4.1.1 and substitutes:

“4.1.1 The minimum site area shall be 550 m² for:

- (a) a building containing dwelling units in conjunction with child day care facility, provided that all residential floor area is developed as social housing;
- (b) multiple dwelling;
- (c) rooming house; and
- (d) seniors supportive or assisted housing.”.

9. In section 4.7.3 (g)(v) of the RS-1, RS-1A, RS-1B, RS-2, RS-5 and RS-6 District Schedules, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

10. In section 4.7.4 (g)(v) of the RS-7 District Schedule, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

11. In section 4.7.5 (f)(iv) of the RT-11 and RT-11N Districts Schedule, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

12. In section 4.7.5 (h)(iv) of the RM-7, RM-7N and RM-7AN Districts Schedule, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

13. In section 4.7.6 (f)(iii) of the RT-5 and RT-5N Districts Schedule, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

14. In section 4.7.9 (h)(iv) of the RM-8, RM-8A, RM-8N and RM-8AN Districts Schedule, Council strikes out “entries, porches and verandahs” and substitutes “covered porches”.

15. In section 4.6.2 of the RM-1 and RM-1N Districts Schedule, Council strikes out “year yard” and substitutes “rear yard”.

16. In the RT-5 and RT-5N Districts Schedule and the RT-6 District Schedule, Council:

- (a) in section 4.1.2, strikes out “shall be 511 m²” and substitutes “shall be 338 m²”;
- (b) strikes out section 4.1.3;
- (c) renumbers section 4.1.4 as 4.1.3.

18. 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 East Fraser Lands
Official Development Plan By-law No. 9393
regarding housekeeping amendments**

Following the Public Hearing on March 3, 2022, Council resolved to amend the East Fraser Lands Official Development Plan By-law to correct typographical errors. The Director of Planning has advised that there are no prior to conditions and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
March 29, 2022

BY-LAW NO. _____

**A By-law to amend East Fraser Lands
Official Development Plan By-law No. 9393
regarding housekeeping amendments**

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

1. This By-law amends the indicated provisions of Schedule A of the East Fraser Lands Official Development Plan By-law No. 9393.
2. In section 6.1.3(b), Council strikes out “community” and substitutes “community”.
3. In section 6.1.6, Council strikes out “be be” and substitutes “be”.
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 _____, 2022

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 January 19, 2021, Council gave conditional approval to the rezoning of the site at 810 Kingsway. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
March 29, 2022

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (809).

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

- (a) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (b) Cultural and Recreational Uses;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses;
- (g) Utility and Communication Uses; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section.

Conditions of Use

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

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

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

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

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site consists of 2,305 m² being the site size at the time of the application for the rezoning evidenced by this By-law, prior to any dedications.

5.2 The floor space ratio for all uses must not exceed 3.65.

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

5.4 Computation of floor area must exclude:

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

those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;

- (d) amenity areas, including recreational facilities and meeting rooms accessory to a residential use, except that the total exclusion must not exceed 10% of the total permitted floor area; and
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

Building Height

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

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

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

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or

- (b) the largest building permitted under the zoning on any site adjoining CD-1 (809).

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 (809).

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 , 2022

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on October 20, 2016, Council gave conditional approval to the rezoning of the site at 512 West King Edward Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
March 29, 2022

512 West King Edward Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-711 (d) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (808).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (808), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Conditions of Use

3. The design and layout of at least 25% of the dwelling units must:

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

Floor Area and Density

4.1 Computation of floor area must assume that the site area is 1,028.1 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 3.00.

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

4.4 Computation of floor area must exclude:

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

4.5 Computation of floor area may exclude:

- (a) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

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

Building Height

5. Building height, measured from base surface, must not exceed 20.7 m.

Horizontal Angle of Daylight

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

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

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

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

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and

- (b) the minimum distance of unobstructed view is not less than 3.7 m.
- 6.5 An obstruction referred to in section 6.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any site adjoining CD-1 (808).
- 6.6 A habitable room referred to in section 6.1 does not include:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

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

Severability

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

Force and Effect

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on July 6, 2021, Council gave conditional approval to the rezoning of the site at 5107-5119 Main Street and 196 East 35th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
March 29, 2022

5107-5119 Main Street and
196 East 35th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-794 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (810).

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

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

Conditions of Use

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

Floor Area and Density

5.1 Computation of floor space ratio must assume that the site area is 1,011.3 m², being the site area at the time of the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 2.34.

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

5.4 Computation of floor area must exclude:

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

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

Building Height

6. Building height, measured from base surface to the top of parapet, must not exceed 19.5 m.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (810).

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 requires evidence in the form of a report and recommendations prepared by a registered professional acoustical engineer, demonstrating that the noise levels in those portions of the dwelling units listed below, do 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 the 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 (810).

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

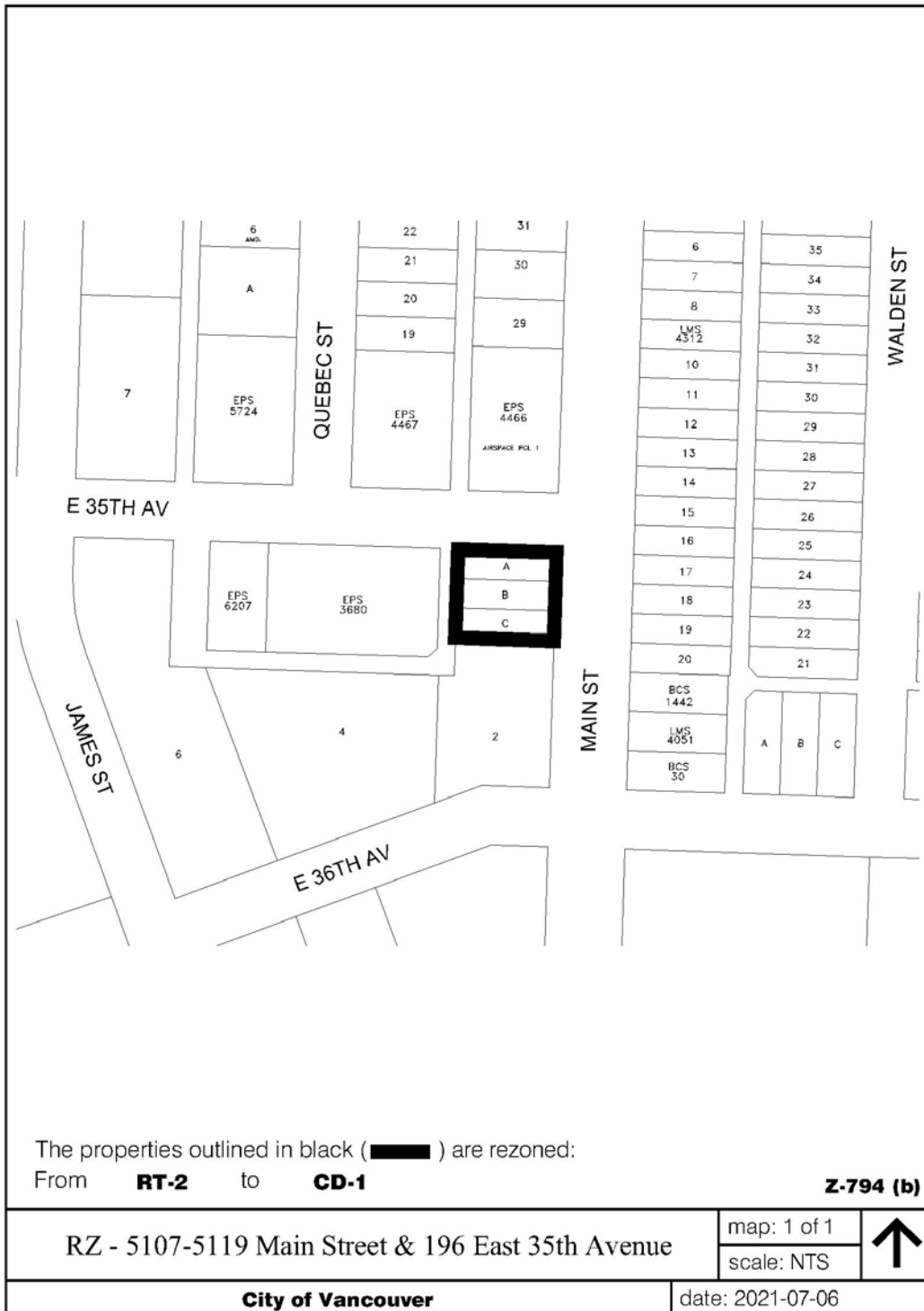
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



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

Following the Public Hearing on December 8, 2020, Council gave conditional approval to the rezoning of the site at 1325 West 70th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
March 29, 2022

1325 West 70th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-882 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (811).

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

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

Conditions of Use

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,886.73 m², being the site area at the time of the application for the rezoning application evidenced by this By-law, and before any dedications.

5.2 The floor space ratio for all uses must not exceed 2.40.

5.3 Computation of floor area must include all floors, including earthen floor, above and below ground level, having a minimum ceiling height of 1.2 m, measured to the extreme outer limits of the 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 minimum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit.

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

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

Building Height

6 Building height, measured from base surface, must not exceed 17.63 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 (811).

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 (811).

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

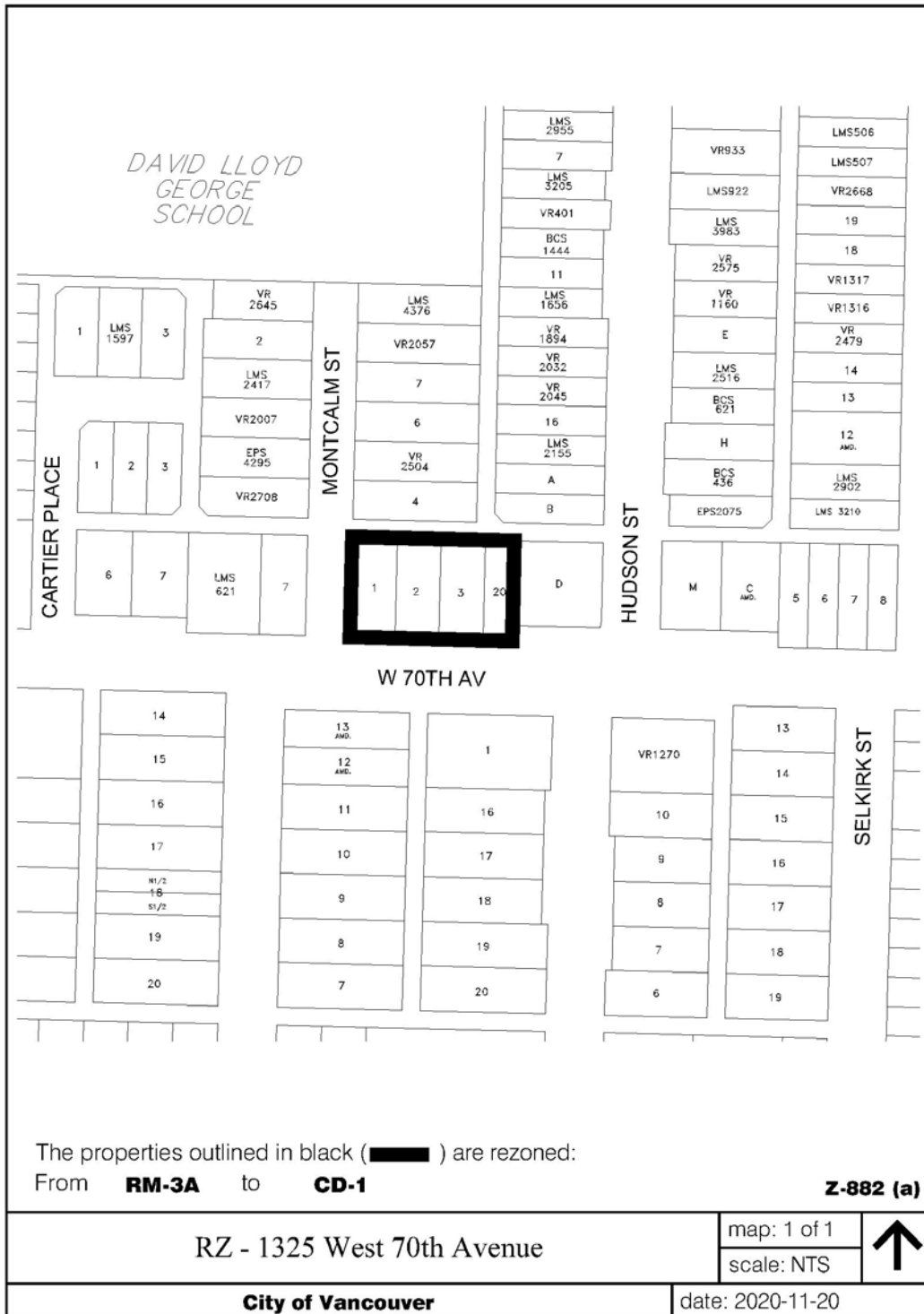
11. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

Schedule A



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

Following the public hearings on September 21 and 23, 2021, Council gave conditional approval to the rezoning of the site at 721-735 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
March 29, 2022

721-735 West 49th Avenue

BY-LAW NO.

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

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 attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
2. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8AN District Schedule.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1289 Nicola Street**

On September 28, 2019, the Director of Planning approved in principle a development on the above noted property, 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, prior to the issuance of a Development Permit.

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

Director of Legal Services
March 29, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 1289 Nicola Street**

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

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

031-425-909

Lot 1 Block 51 District Lot 185 Group 1 New Westminster
District Plan EPP109066

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 , 2022

Mayor

City Clerk



1. Application

CHEE DUSEVIC, BARRISTERS AND SOLICITORS
2388 - 4720 Kingsway
Burnaby BC V5H 4N2
604-431-8368

17149/ad -Housing Agreement and Building Use Covenant

2. Description of Land

| PID/Plan Number | Legal Description |
|-----------------|---|
| 031-425-909 | LOT 1 BLOCK 51 DISTRICT LOT 185 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP109066 |

3. Nature of Interest

| Type | Number | Additional Information |
|--------------------|--------|---|
| COVENANT | | Entire document, Section 219 Land Title Act |
| PRIORITY AGREEMENT | | Granting the above Covenant priority over Mortgage registered under number CA7942637 and the Assignment of Rents registered under CA7942638 |
| PRIORITY AGREEMENT | | Granting the above Covenant priority over Mortgage registered under number CA7944126 and the Assignment of Rents registered under CA7944127 |

4. Terms

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

5. Transferor(s)

BY THE BAY HOME DEVELOPMENT LTD., NO.BC1081074
NATIONAL BANK OF CANADA, (AS TO PRIORITY AND CONSENT)
BANCORP BALANCED MORTGAGE FUND II LTD. , NO.BC0856913, (AS TO PRIORITY AND CONSENT)
BANCORP GROWTH MORTGAGE FUND II LTD. , NO.BC0856914, (AS TO PRIORITY AND CONSENT)
BANCORP FINANCIAL SERVICES INC. , NO.BC0712503, (AS TO PRIORITY AND CONSENT)

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 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)


ANTHONY S. DUSEVIC
Barrister & Solicitor
2388 / 4720 Kingsway
Burnaby BC V5H 4N2

YYYY-MM-DD
2022-02-17

BY THE BAY HOME DEVELOPMENT LTD.

By their Authorized Signatory


Sundhir S. Dhillon

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

NATIONAL BANK OF CANADA

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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

BANCORP BALANCED MORTGAGE FUND II LTD.

By their Authorized Signatory

Name:



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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)

ANTONY S. DUSEVIC
Barrister & Solicitor
2388 - 4720 Kingsway
Burnaby BC V5H 4N2

YYYY-MM-DD

BY THE BAY HOME DEVELOPMENT LTD.
By their Authorized Signatory

Sundhir S. Dhillon

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)

See Affidavit of Execution.

YYYY-MM-DD
2022-02-17

NATIONAL BANK OF CANADA
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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

BANCORP BALANCED MORTGAGE FUND II LTD.
By their Authorized Signatory

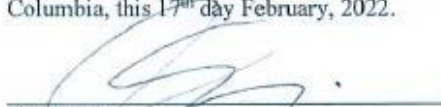
Name: _____

AFFIDAVIT OF EXECUTION

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

1. I am a lawyer with Borden Ladner Gervais LLP, solicitors for National Bank of Canada (the “Transferor”), am 16 years of age or older, and I have personal knowledge that the person who executed the Form C Charge granting Housing Agreement and Business Use Covenant priority over Mortgage No. CA7942637 and CA7944126 the Assignment of Rents No. CA7942638 against PID: 031-425-909 Lot 1 Block 51 District Lot 185 Group 1 New Westminster District Plan EPP109066 (the “Instrument”) for the Transferor was authorized to do so by the Transferor.
2. The Transferor existed at the time the Instrument was executed and is legally entitled to hold and dispose of land, or an interest in land, in British Columbia.
3. The signature of the authorized signatory for the Transferor was not certified by an officer under Part 5 of the *Land Title Act*, R.S.B.C. 1996, c.250, because it is medically unsafe to meet with the authorized signatory of the Transferor in person due to COVID-19.

SWORN BEFORE ME at the City of)
Vancouver, in the Province of British)
Columbia, this 17th day February, 2022.)



Elly Seddon
Barrister and Solicitor
Suite 1200, 200 Burrard Street
Vancouver, BC V7X 1T2



CHERIE L.W. MAH



Land Title Act
Charge
General Instrument - Part 1

8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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)

ANTONY S. DUSEVIC
Barrister & Solicitor
2388 - 4720 Kingsway
Burnaby BC V5H 4N2

YYYY-MM-DD

BY THE BAY HOME DEVELOPMENT
LTD.
By their Authorized Signatory

Sundhir S. Dhillon

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)

NATIONAL BANK OF CANADA
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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

Kelly May Chiu
A Commissioner for Taking Affidavits
for British Columbia
1420-1060 West Georgia Street
Vancouver, BC V6E 3V7
My Commission expires July 31, 2024

YYYY-MM-DD

2022-02-23

BANCORP BALANCED MORTGAGE
FUND II LTD.
By their Authorized Signatory

Michael Saba

Garry Wong



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.

Witnessing Officer Signature

Kelly May Chiu
A Commissioner for Taking Affidavits
for British Columbia
1420-1090 West Georgia Street
Vancouver, BC V6E 3V7
My Commission expires July 31, 2024

Execution Date

YYYY-MM-DD

2022-02-23

Transferor Signature(s)

**BANCORP GROWTH MORTGAGE
FUND II LTD.**

By their Authorized Signatory

Michael Saba

Name: _____

Garry Wong

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

Kelly May Chiu
A Commissioner for Taking Affidavits
for British Columbia
1420-1090 West Georgia Street
Vancouver, BC V6E 3V7
My Commission expires July 31, 2024

Execution Date

YYYY-MM-DD

2022-02-23

Transferor Signature(s)

BANCORP FINANCIAL SERVICES INC.
By their Authorized Signatory

Michael Saba

Name: _____

Garry Wong



Officer Certification

Witnessing Officer Signature _____

YY-MM-DD

CITY OF VANCOUVER

Officer Certification

Electronic Signature

Form C (Section 233)

© Copyright 2023, Land Sale and Survey Authority of BC. All rights reserved.

2022 01 27 13:24:47.893

4 of 4 Pages

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

1289 NICOLA STREET

WHEREAS:

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

- (i) the Transferor, BY THE BAY HOME DEVELOPMENT LTD. (INC. NO. BC1081074), is herein called the "Owner" as more particularly defined in Section 1.1(s); and
- (ii) the Transferee, CITY OF VANCOUVER, is herein 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 a development permit application for the Lands under number DP-2018-00038 - RM-5A (the "Development Permit Application") to permit the development of a 6-storey Passive House residential building with 10 dwelling units over one level of underground parking accessed from Harwood Street;

D. The Development Permit Application was approved by the Development Permit Board in principle subject to, *inter alia*, fulfilment of the condition 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 and Section 219 Covenant securing three (3) dwelling units in the building as secured market rental 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 none of such units will be rented for less than one month at a time;
- (iv) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require;

(the "Market Rental Housing Condition"); and

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

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"Building"** means each existing building located on the Lands and 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;
- (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/his successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Permit"** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit Application;
- (h) **"Development Permit Application"** has the meaning ascribed to that term in Recital C;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator, from time to time, of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (k) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;

- (l) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgments, 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;
- (o) **"Market Rental Housing"** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital D;
- (q) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (r) **"Occupancy Permit"** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **"Owner"** means the Transferor, By The Bay Home Development Ltd. (Inc. No. BC1081074), and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **"Related Person"** means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) “**Replacement Rental Housing Unit**” has the meaning ascribed to that term in Section 2.1(k) and “**Replacement Rental Housing Units**” means all of such units;
- (v) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (w) “**Term**” means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units;
- (x) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (y) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain three (3) Housing Units and related amenity and parking spaces in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units"), all to the satisfaction of the City;
- (c) throughout the Term, not less than one (1) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have two (2) bedrooms, provided that, subject to the approval and confirmation in writing by the General Manager of Planning, Urban Design and Sustainability or the Development Permit Board in their sole discretion, and compliance with this Agreement and any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such unit mix may be adjusted prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement;
- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;

- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units subject further to Section 7.8;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

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

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

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

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Market Rental Housing Units;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

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

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

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

The indemnities in this ARTICLE 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.2(b).

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

5.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise.

ARTICLE 6 NOTICES

6.1 Notices. All notices, demands or requests of any kind which one party may be required or permitted to give to the other in connection with this Agreement, 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: General Manager of Planning, Urban Design and Sustainability, with a concurrent copy to the Director of Legal Services

(b) If to the Owner:

By The Bay Home Development Ltd.
610 - 1155 West Pender Street
Vancouver, British Columbia
V6E 2P4

Attention: Sundhir Singh Dhillon

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

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

(d) if personally delivered, on the date when delivered,

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

ARTICLE 7 MISCELLANEOUS

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the

Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

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

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

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

7.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

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

7.7 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed

acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

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

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

7.10 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7942637 and the Assignment of Rents registered under number CA7942638;
- (b) "Existing Chargeholder" means NATIONAL BANK OF CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7944126 and the Assignment of Rents registered under number CA7944127;
- (b) "Existing Chargeholder" means, collectively:
 - (i) BANCORP BALANCED MORTGAGE FUND II LTD. (Inc. No. BC0856913);
 - (ii) BANCORP GROWTH MORTGAGE FUND II LTD. (Inc. No. BC0856914); and
 - (iii) BANCORP FINANCIAL SERVICES INC. (Inc. No. BC0712503);
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 4118 – 4138 Cambie Street**

After a public hearing on March 9, 2021, Council approved in principle the land owner's application to rezone the above noted property from RS 1 (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 Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
March 29, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 4118 – 4138 Cambie 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:

030-954-894

Lot 1 Block 681 District Lot 526 New Westminster District
Plan EPP92886

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 , 2022

Mayor

City Clerk



1. Application

Farris LLP Barristers and Solicitors
25th Floor, 700 West Georgia Street
Vancouver BC V7Y 1B3
1 604 684 9151

41789-0001
PF Grayson North
Housing Agreement and Building Use Covenant (4118 - 4138 Cambie)
CRE/BJP/md

2. Description of Land

| PID/Plan Number | Legal Description |
|--------------------|--|
| 030-954-894 | LOT 1 BLOCK 681 DISTRICT LOT 526 NEW WESTMINSTER DISTRICT PLAN EPP92886 |

3. Nature of Interest

| Type | Number | Additional Information |
|---------------------------|--------|---|
| COVENANT | | See Terms of Instrument |
| PRIORITY AGREEMENT | | Granting the above charge priority over Mortgage CA7527311 and Assignment of Rents CA7527312 |

4. Terms

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

5. Transferor(s)

PENNYFARTHING PROPERTIES GRAYSON NORTH LTD., NO.BC1108651
HSBC BANK CANADA (AS TO CONSENT AND PRIORITY)

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V6J 5B3

7. Additional or Modified Terms




8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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.

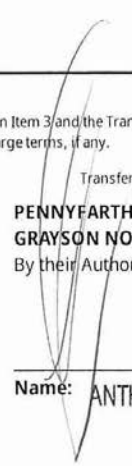
Witnessing Officer Signature

Execution Date

Transferor Signature(s)


Spencer Hart
Artistic Student
FARRIS LLP
Barristers • Solicitors
2500 - 700 West Georgia Street
P.O. Box 10026, Pacific Centre
Vancouver, BC V7Y 1B3

YYYY-MM-DD
2022-03-11


**PENNYFARTHING PROPERTIES
GRAYSON NORTH LTD.**
By their Authorized Signatory

Name: **ANTHONY HEPWORTH**

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
By their Authorized Signatory

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

Transferor Signature(s)

YYYY-MM-DD

HSBC BANK CANADA
By their Authorized Signatory

Name: _____



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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)

YYYY-MM-DD

**PENNYFARTHING PROPERTIES
GRAYSON NORTH LTD.**
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.

Witnessing Officer Signature

Execution Date

Transferor Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
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

Transferor Signature(s)

YYYY-MM-DD

HSBC BANK CANADA
By their Authorized Signatory

Name:

GARY KATAYAMA
Assistant Vice President
Commercial Real Estate

ALEX LYASKALO
Senior Associate
Commercial Real Estate



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*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(SECURED MARKET RENTAL)
4118 - 4138 CAMBIE STREET

WHEREAS:

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

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

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

C. The Owner made an application to rezone the Lands from RS-1 (Residential) District to CD-1 (Comprehensive Development) District to permit development of a six-storey building with 90 secured market rental 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 condition that the Owner:

"2.6. *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant securing all 90 residential units as secured rental housing units for the longer of 60 years and life of the building, subject to the following additional conditions:*

- a) *A no separate sales covenant;*
- b) *A no stratification covenant;*
- c) *That none of such units will be rented for less than one month at a time;*
- d) *That all rental units will be secured as a rental for a term of 60 years or the life of the building, whichever is greater; and*
- e) *That, if a waiver of the Development Cost Levies is sought pursuant to the Development Cost Levy By-law, all proposed residential units will meet the definition of "for-profit affordable rental housing" in the Development Cost Levy By-law and accordingly, the average size of all residential units will not be greater than specified for for-profit affordable rental housing in the Development Cost Levy By-law, and the average initial rents for all proposed residential units*

will not exceed rents specified for for-profit affordable rental housing in the Development Cost Levy By-law. A rent roll would be provided indicating the agreed initial monthly rents for each rental unit, when the Housing Agreement is entered into, prior to development permit issuance and prior to DCL calculation during building permit; and

- f) *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require."*

(collectively, the "Market Rental Housing Condition"); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) "Building" means 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;
- (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/his successors in function and their respective nominees;
- (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) "Commencement Date" means the date as of which this Agreement has been executed by all parties to it;

- (g) **"Development Application"** has the meaning ascribed to that term in Recital C;
- (h) **"Development Permit"** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **"General Manager of Community Services"** means the chief administrator, from time to time, of the City's Arts, Culture and Community Services Department and her/his successors in function and their respective nominees;
- (k) **"Director of Planning"** means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (l) **"High-Density Housing for Families With Children Guidelines"** means the City's High-Density Housing for Families With Children Guidelines adopted by the City's elected council on March 24, 1992, as the same may be amended, supplemented and/or replaced from time to time;
- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (n) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"Market Rental Housing"** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (q) **"Market Rental Housing Condition"** has the meaning ascribed to that term in Recital C;

- (r) **"Market Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(b);
- (s) **"Occupancy Permit"** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (t) **"Owner"** means the Transferor, Pennyfarthing Properties Grayson North Ltd., and all assigns, successors and successors in title to the Lands or any part thereof;
- (u) **"Related Person"** means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia)), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Replacement Rental Housing Unit"** has the meaning ascribed to that term in Section 2(c) and **"Replacement Rental Housing Units"** means all of such units;
- (w) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (x) **"Rezoning"** means the rezoning of the Lands described in Recital C of this Agreement;
- (y) **"Term"** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:
 - (i) the date as of which the Building is demolished or substantially destroyed; or
 - (ii) 60 years from the date when the final Occupancy Permit is issued for the Building;
- (z) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii); and
- (aa) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55.

1.2 **Interpretation.** In this Agreement:

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

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;

- (b) when and if it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct, and throughout the Term will maintain not less than ninety (90) residential units on the Lands in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the “**Market Rental Housing Units**”);
- (c) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Market Rental Housing in accordance with the terms of this Agreement, and if the Building is destroyed or demolished before the end of the Term, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than ninety (90) Market Rental Housing Units, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (d) throughout the Term, not less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the High-Density Housing for Families With Children Guidelines;
- (e) throughout the Term, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be rented on a month-to-month or longer basis, and in no case for less than 30 consecutive days;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable);
- (g) throughout the Term, it will not suffer, cause or permit the Building to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any of them are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

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 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 Building, and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as:
 - (i) the Owner has delivered, to the General Manager of Arts, Culture and Community Services, in form and substance satisfactory to the General Manager of Arts, Culture and Community Services, proof that the insurance, consistent with the requirements of Section 2.1(i), is in force and effect; and
 - (ii) if the Owner has obtained a waiver of the development cost levy, as provided for in the DCL By-law and as contemplated in subparagraph (e) of the Market Rental Housing Condition, this Agreement has been modified or replaced to secure the maximum average unit sizes and maximum average unit rents, as set out in the DCL By-law;
- (b) the City will be under no obligation to issue any Occupancy Permit for the Building or any part thereof, notwithstanding completion of construction of the 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 Building until there is compliance with the provisions of this Article 3.

ARTICLE 4 RECORD KEEPING

4.1 The Owner will, throughout the Term, keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units (or Replacement Rental Housing Units, as

applicable), such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

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.

RELEASE AND INDEMNITY

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

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

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

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Building or any part thereof to the extent that such reviewing, accepting or approving is connected to matters covered under this Agreement;
 - (B) withholding any permit pursuant to this Agreement; or
 - (C) exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel but specifically excluding Losses caused by the wrongful intentional acts on the part of the City or 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 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: If to the City:

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

Attention: General Manager of Arts, Culture and Community Services,
with a concurrent copy to the Director of Legal Services

(b) If to the Owner:

Pennyfarthing Properties Grayson North Ltd.
100 - 1450 Creekside Drive
Vancouver, British Columbia V6J 5B3

Attention: Kevin Hussey

with a copy to:

Farris LLP
2500 - 700 West Georgia Street
Vancouver, British Columbia V7Y 1B3

Attention: Brendan Piovesan

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.

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

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 **Priority of Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;

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

8.7 Further Assurances. Each party shall execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement.

8.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/transferee enters in to an assumption agreement as provided in this Section 8.8, the selling/transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

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

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

8.10 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA7527311 and the Assignment of Rents registered under number CA7527312;
- (b) "Existing Chargeholder" means HSBC BANK CANADA;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 545 East Cordova Street**

On January 11, 2019, the Director of Planning approved in principle a development on the above noted property, 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, prior to the issuance of a Development Permit.

A Housing Agreement has been accepted and signed by the applicant land owner. Enactment of the attached By-law, as required by section 565.2 of the Vancouver Charter, will authorize the City to enter into such Housing Agreement with the land owner and complete the process to implement the Director of Planning's condition regarding a Housing Agreement.

Director of Legal Services
March 29, 2022

BY-LAW NO.

A By-law to enact a Housing Agreement for 545 East Cordova

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:

015-586-154

Lot 24 Block 53 District Lot 196 Plan 196

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 , 2022

Mayor

City Clerk



1. Application

Harper Grey LLP
3200 - 650 West Georgia Street
Vancouver BC V6B 4P7
16046870411

143250

2. Description of Land

| PID/Plan Number | Legal Description |
|-----------------|---|
| 015-586-154 | LOT 24 BLOCK 53 DISTRICT LOT 196 PLAN 196 |

3. Nature of Interest

| Type | Number | Additional Information |
|----------|--------|--|
| COVENANT | | Section 219 Covenant Document Reference: Entire Document Person Entitled to Interest: Transferee |

4. Terms

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

5. Transferor(s)

LOOKOUT HOUSING AND HEALTH SOCIETY, NO.S0011042

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 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)

See Affidavit of Execution

YYY-MM-DD

2022-03-07

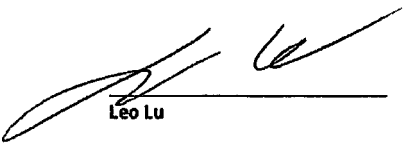
**Lookout Housing and Health
Society**

By their Authorized Signatory

Shayne Williams



Land Title Act
Charge
General Instrument – Part 1


Leo Lu

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

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.

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*, R.S.B.C. 1996 c.250, that you certify this document under section 168.41(4) of the act, and that an execution copy, or a true copy of that execution copy, is in your possession.

AFFIDAVIT OF EXECUTION

Re: PID: 015-586-154, Lot 24 Block 53 District Lot 196 Plan 196

I, **JOHN B. BROWN**, Barrister and Solicitor, of the City of Vancouver in the Province of British Columbia, MAKE OATH AND SAY:

1. I am 19 years of age or older and am acquainted with Shayne Williams and Leo Lu, the authorized signatories of Lookout Housing and Health Society;
2. I am acquainted with the signatures of Shayne Williams and Leo Lu and believe that the signature subscribed to the Form C Covenant (the "instrument") are the signatures of Shayne Williams and Leo Lu who affixed their signatures in their capacity described above;
3. I am counsel to Lookout Housing and Health Society, and I am informed by Shayne Williams and Leo Lu and based on my own examination of the records of the company in question, and do believe that:
 - (a) The persons named in the instrument as authorized signatory of Lookout Housing and Health Society was authorized by Lookout Housing and Health Society to execute the instrument;
 - (b) Any other person who executed the instrument for Lookout Housing and Health Society was authorized to do so by Lookout Housing and Health Society; and
 - (c) Lookout Housing and Health Society existed at the time the instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
4. The signatures of Shayne Williams and Leo Lu were not certified by an officer under Part 5 of the Land Title Act, R.S.B.C. 1996, c. 250 as Shayne Williams and Leo Lu wish to maintain social distance and prevent COVID-19 transmission.

SWORN before me at the City of
Vancouver in the Province of British
Columbia this 7th day of March,
2022



Michael R. Brown
Barrister and Solicitor
Harper Grey LLP
3200 Vancouver Centre
650 West Georgia Street
Vancouver, BC V6B 4P7


JOHN B. BROWN

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

WHEREAS:

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

- (i) the Transferor, LOOKOUT HOUSING AND HEALTH 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 for a development permit pursuant to Development Application No. DP-2018-00879 (the "Development Application") to develop the Lands to construct a six-storey residential building consisting of 20 social housing studio dwelling units, providing two parking spaces (one disability parking space and one shared vehicle parking space) having vehicular access from the lane at this DEOD site (Sub-area 2 Cordova Street), which application was approved by the Development Permit Board in principle, subject to, *inter alia*, fulfilment of the following conditions prior to the issuance of the development permit:

"2.2. Arrangements, shall be made to the satisfaction of the Director of Legal Services and the General Manager of Arts, Culture and Community Services to enter into a Housing Agreement for 60 years or the life of the building, whichever is greater, in order to comply with the provisions for Social Housing as defined in the Zoning and Development By-law for this area. The Housing Agreement will secure the following:

- (i) A no separate sales covenant.*
- (ii) A no stratification covenant.*
- (iii) A provision that none of the dwelling units in the building will be rented for less than one month at a time.*
- (iv) Not less than one-third of the Social Housing Units, will be occupied only 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.*

(v) *The target rents and affordability for the remaining Social Housing Units will be for:*

- a. *One-third to 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 Units to the satisfaction of the General Manager of Arts, Culture and Community Services, the General Manager of Real Estate and Facilities Management, and the Director of Legal Services."*

and in addition to the foregoing, the Owner and the City have agreed that a further condition providing that the remaining Social Housing Units will be rented at Affordable Market Rents should comprise a part of the foregoing condition, as it was inadvertently omitted,

(collectively, 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) "Affordable Market Rents" means the average market rents posted by Canada Mortgage and Housing Corporation applicable to the location of the Lands, provided that such rents do not exceed 90% of: (i) the appraised market rent for a comparable unit in the local area (where a "comparable unit" means a Dwelling unit of the same type, similar size and in a building with a similar age and quality of construction); or (ii) in the absence of such comparable units in the local area, the market rent for a comparable unit as set out in CMHC's Rental Survey for Vancouver by year of construction, 2005+ category, or such survey is not available, such other survey or publication approved by the General Manager of Arts, Culture and Community Services in his or her sole discretion;
- (b) "Agreement" means this housing agreement and building use covenant, including the foregoing Recitals;
- (c) "City" and "City of Vancouver" are defined in Recital A(ii);

- (d) **"City Manager"** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development"** means the development on the Lands described in Recital C and approved by the Development Permit;
- (h) **"Development Application"** means the development application described in Recital C;
- (i) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Zoning and Development By-law;
- (j) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (k) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"General Manager of Arts, Culture and Community Services"** means the chief administrator from time to time of the City's Arts, Culture and Community Services Department and his/her successors in function and their respective nominees;
- (m) **"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/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (n) **"Housing Income Limit" or "HIL"** the income required to pay the average market rent for an appropriately sized unit in the private market, in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as may be approved by the General Manager of Arts, Culture and Community Services);
- (o) **"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;

- (p) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c. 250, and amendments thereto and re-enactments thereof;
- (q) "**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;
- (r) "**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;
- (s) "**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;
- (t) "**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;
- (u) "**Old Age Security**" 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;
- (v) "**Owner**" means the Transferor, LOOKOUT HOUSING AND HEALTH SOCIETY, and any successors in title to the Lands or a portion of the Lands;
- (w) "**Related Person**" means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - A. an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - B. the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (x) "**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 arms length, for use as

rental accommodation on a month-to-month or longer basis in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;

- (y) **"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;
- (z) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, and amendments thereto and re-enactments thereof;
- (aa) **"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 one third of the dwelling units are occupied by persons eligible for either Income Assistance or a combination of basic Old Age Security pension and Guaranteed Income Supplement and are rented at rates no higher than the shelter component of Income Assistance;
 - (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;
- (bb) **"Social Housing Condition"** has the meaning ascribed to that term in Recital C;
- (cc) **"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;
- (dd) **"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
- (ee) **"Vancouver Charter"** means the Vancouver Charter S.B.C. 1953, c. 55, and amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents,

officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will design, construct, equip and finish within the New Building not less than 20 Dwelling Units 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 one-third of the Social Housing Units, will be occupied only 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 target rents and affordability for the remaining Social Housing Units will be for:
 - A. not less than one-third of the Social Housing Units to be occupied only by households with incomes below the then current applicable HIL and each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
 - B. the remaining Social Housing Units to be rented at Affordable Market Rents;
- (e) throughout the Term, the Social Housing Units will only be used for the purpose of providing Social Housing;
- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Social Housing Unit 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, 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;
- (j) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Social Housing Unit for a term of less than one month at a time;
- (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 **No Occupancy.** The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the 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 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, in form and substance satisfactory to the City; 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 on a per unit basis, which rents will comply with those applicable to the Social Housing Units; and
- (b) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a); and

without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 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) 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, except to the extent such Losses are attributable to the wrongful intentional 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, except to the extent such Losses are attributable to the wrongful intentional 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(b) 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 Arts, Culture and Community Services and the Director of Legal Services

- (b) If to the Owner:

Lookout Housing and Health Society
544 Columbia Street
New Westminster, British Columbia

Attention: Chief Executive Officer

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

8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or

declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.

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

whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

END OF DOCUMENT