

EXPLANATION

**A By-law to amend License By-law No. 4450
regarding a miscellaneous amendment**

This is a minor amendment to the License By-law that is recommended by staff because of a change in the Province's regulation of property managers. It is consistent with the previously enacted by-laws.

Director of Legal Services
April 12, 2022

BY-LAW NO. _____

**A By-law to amend License By-law No. 4450
regarding a miscellaneous amendment**

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 strikes the definition of "Property Manager" in section 2 which currently reads:

""Property Manager" means:

- (a) an individual or business licensed by the Real Estate Council of BC to manage rental properties on behalf of owners of rental real estate; and
- (b) an individual or business that carries on the business of managing Short Term Rental Accommodation on behalf of Short Term Rental Operators, including marketing the Short Term Rental Accommodation, but does not include an individual or business managing or marketing one Short Term Rental Accommodation."

and replaces it with:

""Property Manager" means:

- (a) an individual or business licensed pursuant to the Real Estate Services Act to provide rental property management services on behalf of owners of real estate; and
- (b) an individual or business that carries on the business of managing Short Term Rental Accommodation on behalf of Short Term Rental Operators, including marketing the Short Term Rental Accommodation, but does not include an individual or business managing or marketing one Short Term Rental Accommodation."

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 enactment.

ENACTED by Council this _____ day of _____, 2022

Mayor

City Clerk

EXPLANATION**2021 Costs for the
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2021 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services
April 12, 2022

BY-LAW NO.

**A By-law to assess real property to defray 2021 costs
for the East Hastings Street Collective Parking Project**

PREAMBLE

Council undertook and constructed a collective parking project (the "East Hastings Street Project") as a local improvement under By-law No. 4100, and specially assessed, for the construction cost, the real property described in Schedule A to this By-law.

Under section 506A of the *Vancouver Charter*, Council may pass a by-law annually to defray certain costs and charges associated with a collective parking project, by specially assessing the real property benefited by, and specially assessed for the construction of the collective parking project.

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

1. Council hereby imposes a special assessment upon the parcels of real property benefited by, and specially assessed for, the costs of the East Hastings Street Project, and described in Schedule A, to defray the costs of \$175,287.54 incurred by the City in connection with the project, calculated as set out in Schedule B, which apply to the period from January 1, 2021 to December 31, 2021; and hereby levies against each such parcel of real property as a special rate over and above all other rates and taxes, the individual amount, being a portion of such costs set out in Schedule A, opposite the description of each parcel.
2. Schedules A and B referred to herein, and attached to this By-law, form part of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2022

Mayor

City Clerk

East Hastings Collective Parking

Schedule "A"

Total Amount to be collected			\$ 175,287.54
Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2021 Charge
<u>North Side</u>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		5,608.94
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		2,762.62
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		2,762.62
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,251.95
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,251.95
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		2,762.62
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		2,762.62
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		2,762.62
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		4,043.46
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,223.05
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,762.62
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	2,762.62
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		5,525.22

020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	5,525.22
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	329.91	27,618.61
020-590-274-09 Lot 1, Pln EPP100543, THSL, GRP1	99.00	8,287.84
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	2,753.41
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	2,771.82
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	2,762.62
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	8,287.84

Total for North Side	1,428.51	54.00	\$119,588.61
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North Side Rate per foot:	\$83.715624
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<u>Co-Ordinate & Legal Description</u>	<u>Assessed Footage</u>	<u>Exempt Footage</u>	<u>2021 Charge</u>
<u>South Side</u>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		2,737.50
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,511.47
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,255.73
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,255.73
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,046.45
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,046.45
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,046.45
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,046.45
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,092.89
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,477.58
020-590-271-04 *Strata LMS183 - see attached	132.01		5,525.65
020-590-271-46 ***Strata LMS1880 - see attached	264.00		11,050.46
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,381.31
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		4,143.92
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		2,009.17
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		2,009.17

020-590-274-26	144.00	6,027.52
****Strata BCS 3366 - see attached		

020-590-274-42	95.96	4,016.68
**Strata LMS 775 - see attached		

020-590-274-68	96.00	0.00
*Lot 8, Plan VAP309A - Hastings Library exempt		

020-590-274-96	96.00	4,018.35
Lot A, Blk 57, THSL, Plan 309A		

Total for South Side	<u>1,330.67</u>	<u>96.00</u>	<u>\$55,698.93</u>
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South Side Rate per foot:	<u>\$41.857812</u>
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	<u>Rate per Foot</u>	<u>Assessed Footage</u>	<u>Total</u>
Total for North Side	\$ 83.715624	1,428.51	\$119,588.61
Total for South Side	\$ 41.857812	1,330.67	\$55,698.93
Total Amount to be Collected:			<u><u>\$175,287.54</u></u>

East Hastings Collective Parking

Schedule "B"

January 1, 2021 to December 31, 2021

Costs of East Hastings Parking Project:

<u>Account</u>	<u>20001815</u>	
Electricity		\$1,903.79
General & Other Taxing Authorities		\$173,383.75
Maintenance/repair		-
Total costs		<u><u>\$175,287.54</u></u>

East Hastings Collective Parking

January 1, 2021 to December 31, 2021

Summary

Charges applicable to lots abutting Hastings Street from Nanaimo Street to Slocan Street and on the east side of Kamloops Street from Hastings Street to the lane north for maintenance of Collective Parking

Assessed Footage:

North side of Hastings Street and East side of Kamloops Street	1,428.51
South side of Hastings Street	1,330.67
Total	<u>2,759.18</u>

Exempt Footage:

North Side	54.00
South Side	96.00
Total	<u>150.00</u>

Maintenance Charges for the year 2021 \$175,287.54

Cost per foot (Ration 2:1 as per agreement):

North Side of Hastings Street	\$83.715624
South Side of Hastings Street	\$41.857812

Amount To Be Collected:

North Side of Hastings Street	\$119,588.61
South Side of Hastings Street	55,698.93
Total	<u>\$175,287.54</u>

EXPLANATION**2021 Maintenance Costs for
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached By-law is to charge the benefiting owners with the 2021 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services
April 12, 2022

Trounce Alley and Blood Alley Square Maintenance Project

SCHEDULE "A"

Total Amount to be collected:..... \$13,204.87

Co-ordinate & Legal Description	Proportion of Costs	2021 Charge
026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1600.43
026-580-172-80 PARCELY BLK 2 PLN BCP29043 DL OGT	15.04%	1986.01
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2240.87
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	553.28
*026-589-172-67 *CoV Assessable as per Real Est. Serv. LOT A BLK 2 PL EPP80295 DL OGT NWD	36.10%	4766.97
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	1014.13
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	7.90%	1043.18
	<u>100.00%</u>	<u>\$13,204.87</u>

Strata Lot LMS 738	<u>Total Shares</u>	<u>9,257</u>	<u>\$1,043.18</u>
026 178 580 61 0001	702		79.11
026 178 580 61 0002	614		69.18
026 178 580 61 0003	694		78.21
206 178 580 61 0004	903		101.76
026 178 580 61 0005	716		80.69
026 178 580 61 0006	744		83.84
026 178 580 61 0007	809		91.17
026 178 580 61 0008	903		101.76
026 178 580 61 0009	720		81.14
026 178 580 61 0010	740		83.39
026 178 580 61 0011	809		91.17
026 178 580 61 0012	<u>903</u>		<u>101.76</u>
	<u>9,257</u>		<u>\$1,043.18</u>

Strata Plan BCS 3229	<u>Total Shares</u>	<u>4,460</u>	<u>\$1,600.43</u>
026 580 172 60 0001	105		37.68
026 580 172 60 0051	86		30.86
026 580 172 60 0052	145		52.04
026 580 172 60 0004	42		15.07
026 580 172 60 0005	84		30.14
026 580 172 60 0006	68		24.40
026 580 172 60 0007	67		24.04
026 580 172 60 0008	65		23.32
026 580 172 60 0009	67		24.04
026 580 172 60 0010	85		30.50
026 580 172 60 0011	81		29.07
026 580 172 60 0012	58		20.81
026 580 172 60 0013	62		22.25
026 580 172 60 0014	62		22.25
026 580 172 60 0015	59		21.17
026 580 172 60 0016	81		29.07
026 580 172 60 0017	149		53.48
026 580 172 60 0018	121		43.42
026 580 172 60 0019	117		41.98
026 580 172 60 0020	115		41.27
026 580 172 60 0021	121		43.42
026 580 172 60 0022	150		53.84
026 580 172 60 0023	143		51.31
026 580 172 60 0024	91		32.65
026 580 172 60 0025	108		38.75
026 580 172 60 0026	102		36.60
026 580 172 60 0027	87		31.22
026 580 172 60 0028	137		49.16

026 580 172 60 0029	129	46.29
026 580 172 60 0031	65	23.32
026 580 172 60 0032	66	23.68
026 580 172 60 0033	85	30.50
026 580 172 60 0034	80	28.71
026 580 172 60 0035	70	25.12
026 580 172 60 0036	111	39.83
026 580 172 60 0037	66	23.68
026 580 172 60 0038	80	28.71
026 580 172 60 0039	60	21.53
026 580 172 60 0040	68	24.40
026 580 172 60 0041	68	24.40
026 580 172 60 0042	62	22.25
026 580 172 60 0043	81	29.07
026 580 172 60 0044	70	25.12
026 580 172 60 0045	111	39.83
026 580 172 60 0046	66	23.68
026 580 172 60 0047	80	28.71
026 580 172 60 0048	144	51.67
026 580 172 60 0049	129	46.29
026 580 172 60 0050	<u>111</u>	<u>39.83</u>
	<u>4,460</u>	<u>\$1,600.43</u>

Proportion of Costs as per By-law #4638, August 1, 1972

Trounce Alley and Blood Alley Square Maintenance Project

Schedule (1) to Annual By-law

Recapitulation:

Nature: Annual cost pertaining to maintenance of Trounce Alley and Blood Alley Square

Location: Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Properties Liable for Special Assessment:

Strata Plan BCS 3229 (Strata Lots 1, 4-29 and 31-52), DL OGT
Parcel Y, BLK 2, PLAN BCP29043, DL OGT
Parcel Z, BLK 2, PLAN BCP29042, DL OGT
LOT A OF 11, BLK 2, OGT REF PLAN 1457, PLAN 168, DL OGT
LOT A, BLK 2, PLAN EPP80295, DL OGT
East 26 FT OF LOT 14, BLK 2, PLAN 168, DL OGT
Strata Plan LMS 738 (Strata Lots 1 - 12)

Amount Payable by Special Assessment according to frontage thereof: \$13,204.87

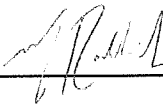
Amount Payable by the City: Nil

Period Covered by By-law: January 1, 2021 to December 31, 2021

Authority for Special Assessment: Section 506B Vancouver City Charter

Certified correct this 10th day of February, 2022

Collector of Taxes



Trounce Alley and Blood Alley Square Maintenance Project

Schedule "B"

Costs to Trounce Alley and Blood Alley Square

January 1, 2021 to December 31, 2021

Account 20001816

Street Lighting Maintenance	\$	574.75
Electricity		402.26
Street Cleaning		12,227.86
Total costs and charges:	\$	<u>13,204.87</u>

Trounce Alley and Blood Alley Square Maintenance Project

Summary

Charges applicable to properties abutting Trounce Alley (namely, the northerly production of the westerly limit of Blood Alley Square and Carrall Street) and in Blood Alley (namely, the public road dedicated as in Reference Plan 11708 in the Land Registry Office)

Costs are distributed in the same proportion as are the capital costs, which gives the percentage indicated for each property as attached on Schedule "A".

Total Maintenance Charges for: <u>2021</u>	\$13,204.87
Adjustments	\$0.00
Amount to be Collected:	<u>\$13,204.87</u>

EXPLANATION

**A By-law to amend the Sign By-law
Re: 2725-2751 Kingsway**

Following the Public Hearing on June 17, 2021, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 12, 2022

EXPLANATION

**A By-law to amend the Noise Control By-law
Re: 2725-2751 Kingsway**

After the Public Hearing on June 17, 2021, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 12, 2022

EXPLANATION

**A By-law to amend the Sign By-law
Re: 810 Kingsway**

Following the Public Hearing on January 19, 2021, Council resolved to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 12, 2022

810 Kingsway

BY-LAW NO.

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

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

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

“

810 Kingsway	CD-1(809)	13302	C-2
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”

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

ENACTED by Council this _____ day of _____, 2022

Mayor

City Clerk

EXPLANATION

7

A By-law to amend the Noise Control By-law Re: 810 Kingsway

After the Public Hearing on January 19, 2021, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 12, 2022

810 Kingsway

BY-LAW NO. _____

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

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

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

“

809	13302	810 Kingsway
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”

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

ENACTED by Council this day of , 2022

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 512 West King Edward Avenue**

After the Public Hearing on October 20, 2016, Council resolved to add 512 West King Edward Avenue to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 12, 2022

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3532 East Hastings Street**

After a public hearing on January 15 and 17, 2019, Council approved in principle the land owner's application to rezone the above noted property from C2C-1 (Commercial) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
April 12, 2022

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3532 East Hastings 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:

031-505-287

Lot 1 Block 62 Town of Hastings Suburban Lands Group
1 New Westminster District Plan EPP90431

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

**Evgenia Adamovitch
 Civic Legal LLP
 710 - 900 West Hastings Street
 Vancouver BC V6C 1E5
 604-358-1663**

Form C - Section 219 Covenant (Housing Agreement and Building Use)

2. Description of Land

PID/Plan Number	Legal Description
031-505-287	LOT 1 BLOCK 62 TOWN OF HASTINGS SUBURBAN LANDS GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP90431

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Document Reference: Entire Agreement

4. Terms

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

5. Transferor(s)

1077750 B.C. LTD. , NO.BC1077750, (AS TO COVENANT)

6. Transferee(s)

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

7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

EUGENIA ADAMOVITCH
Barrister & Solicitor
CIVIC LEGAL LLP
 710-900 WEST HASTINGS STREET
 VANCOUVER, B.C. V6C 1E5
 TEL: 604-358-1663

Execution Date

YYYY-MM-DD
2022-03-28

Transferor Signature(s)

1077750 B.C. LTD.
 By their Authorized Signatory

 Name: Arvin Nazerzadeh-Yazdi



Name: Nitra Familli

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

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
3532 EAST HASTINGS STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1077750 B.C. Ltd., as more particularly defined in Section 1.1 is called the "Owner"; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-2C1 (Commercial) District to CD-1 (Comprehensive Development) District (the "Rezoning Application") to permit the development of a six-storey mixed-use building with commercial at grade and 34 secured for-profit affordable rental housing units over one level of underground parking, and after public hearing the City approved the Rezoning Application in principle, subject to a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Arts, Culture and Community Services and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building, and subject to other conditions set forth in the minutes of the said public hearing; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development Permit"** means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
- (g) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (i) **"Eligible Tenants"** means the tenants who are listed as residents in the applicant's Tenant Relocation Plan in any of the existing units that will be demolished if the Development proceeds and are identified in the Tenant Relocation Plan as eligible for the benefits set out therein, and **"Eligible Tenant"** means any one of them;
- (j) **"Existing Building"** means the building situated on the Lands as of the date of this Agreement and which will be replaced by the New Building, as contemplated by the Rezoning Application;
- (k) **"For-Profit Affordable Rental Housing"** means a building containing multiple Housing Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Housing Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
- (l) **"For-Profit Affordable Rental Housing Units"** has the meaning ascribed to that term in section 2.1(c) and **"For-Profit Affordable Rental Housing Unit"** means any one of such units;
- (m) **"General Manager of 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;

- (n) "Housing Unit" means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (o) "*Land Title Act*" means the Land Title Act, R.S.B.C. 1996, c. 250;
- (p) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (q) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (r) "New Building" means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (s) "Occupancy Permit" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (t) "Owner" means the registered owner of the Lands as of the Effective Date, namely 1077750 B.C. LTD., and its successors and permitted assigns;
- (u) "Related Person" means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) "Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential

accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (w) "Replacement For-Profit Affordable Rental Housing Unit" has the meaning ascribed to that term in section 2.1(c) and " Replacement For-Profit Affordable Rental Housing Units" means all of such units;
- (x) "*Residential Tenancy Act*" means the Residential Tenancy Act, S.B.C. 2002, c. 78;
- (y) "Returning Tenants" means the Eligible Tenants who accept the Owner's offer to relocate to the New Building after completion of its construction, and "Returning Tenant" means any one of them;
- (z) "Tenant Relocation Plan" means the Owner's Tenant Relocation Plan submitted and approved by the City;
- (aa) "Tenant Relocation Report" means a report which outlines the names of Eligible Tenants; indicates the outcome of their search for alternate accommodation; summarizes the total monetary value given to each Eligible Tenant (moving costs, rent and any other compensation); and includes a summary of all communication provided to the Eligible Tenants prior to issuance of that report;
- (bb) "Rezoning Application" has the meaning ascribed to that term in Recital C;
- (cc) "Rezoning By-law" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (dd) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; or
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (ee) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (ff) "*Vancouver Charter*" means the Vancouver Charter, S.B.C. 1953, c. 55; and
- (gg) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

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

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

**ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
 - (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) if it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain such number of Housing Units as approved in the Development Permit in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Housing Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
- (d) not less than 35% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
- (e) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
 - (i) for a studio - \$1,496;
 - (ii) for a two-bedroom - \$2,505; and
 - (iii) for a three-bedroom - \$3,365,

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

- (f) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;
- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 10.8;
- (h) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(h), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (j) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;

- (k) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (l) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year; and
- (n) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 RETURNING TENANTS

3.1 **Returning Tenants.** The Owner covenants and agrees with the City in respect of the use of the Lands:

- (a) it will provide each Eligible Tenant with a right of first refusal to occupy a For-Profit Affordable Housing Unit of a similar type (number of bedrooms) to their current unit in the Existing Building or a For-Profit Affordable Housing Unit that is otherwise suitable to their housing needs, in the New Building following issuance of the Occupancy Permit and with a starting rent as set forth in the Tenant Relocation Plan, being a rent that is discounted by 20% of the rent for the respective For-Profit Affordable Housing Unit, as set out in Schedule A (subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));
- (b) it will provide all Eligible Tenants with the notice, moving expenses and assistance and other benefits and assistance set out in the Tenant Relocation Plan; and
- (c) it will in all other respects comply with and fulfil the terms and conditions set out in the Tenant Relocation Plan.

**ARTICLE 4
DEVELOPMENT PERMIT RESTRICTION ON THE LANDS**

- 4.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Development Permit, and will take no action, directly or indirectly, to compel the issuance of any Development Permit, until such time as the Owner has delivered a rent roll to, and to the satisfaction of, the General Manager of Arts, Culture and Community Services confirming the rents proposed to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type, mix and sizes shall comply with this Agreement when the Development Permit is issued; and
 - (ii) the City will be under no obligation to issue any Development Permit until such time as the Owner has complied with Section 4.1(a)(i); and
 - (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of a Development Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
OCCUPANCY RESTRICTION ON THE LANDS**

- 5.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the satisfaction of the General Manager of Arts, Culture and Community Services:
 - (A) a final rent roll confirming the rents to be charged to the first occupants of the For-Profit Affordable Rental Housing Units following issuance of the Occupancy Permit, and the unit type mix and sizes, which rents, unit type mix and sizes shall comply with this Agreement as of the date when the Occupancy Permit is issued;
 - (B) a final Tenant Relocation Report and confirmation that the Tenant Relocation Plan has been complied with, in form and substance satisfactory to the City; and

- (C) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; and
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 5.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 8, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 5.

ARTICLE 6 RECORD KEEPING

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

ARTICLE 7 ENFORCEMENT

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

ARTICLE 8 RELEASE AND INDEMNITY

- 8.1 Release and Indemnity. Subject to Section 8.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:

- A. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

- (b) covenants and agrees to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of:
- (i) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement; and
- (c) The indemnities in this ARTICLE 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

8.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 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 8.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 8.1(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent

with respect to other existing or potential claims affecting or involving the City;

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

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

- 8.3 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 9 NOTICES

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

If to the City, addressed to:

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

Attention: City Clerk, with concurrent copies to the General Manager of Arts, Culture and Community Services and the Director of Legal Services

If to the Owner, addressed to:

1077750 B.C. Ltd.
945 Tudor Avenue
North Vancouver, British Columbia
V7R 1X5

Attention: President

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

ARTICLE 10 MISCELLANEOUS

- 10.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 10.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 10.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 10.4 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.
- 10.5 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.

- 10.6 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.
- 10.7 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*.
- 10.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 10.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
 - (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

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

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

Schedule A
Rent Roll

RENT ROLL ALL RESIDENTIAL 3532 E HASTINGS

Unit No.	Unit Type	Monthly Rent
101	3 Bedroom Loft	\$3,365
102	2 Bedroom Loft	\$2,505
201	Studio	\$1,496
202	Studio	\$1,496
203	Studio	\$1,496
204	Studio	\$1,496
205	Studio	\$1,496
206	Studio	\$1,496
207	Studio	\$1,496
208	Studio	\$1,496
209	Studio	\$1,496
210	Studio	\$1,496
301	2 Bedroom	\$2,505
302	Studio	\$1,496
303	Studio	\$1,496
304	Studio	\$1,496
305	Studio	\$1,496
306	Studio	\$1,496
307	Studio	\$1,496
308	2 Bedroom	\$2,505
401	2 Bedroom	\$2,505
402	Studio	\$1,496
403	Studio	\$1,496
404	Studio	\$1,496
405	Studio	\$1,496
406	Studio	\$1,496
407	Studio	\$1,496
408	2 Bedroom	\$2,505
501	2 Bedroom + Den	\$2,505
502	3 Bedroom	\$3,365
503	3 Bedroom	\$3,365
504	3 Bedroom	\$3,365
601	2 Bedroom + Den	\$2,505
602	3 Bedroom	\$3,365

EXPLANATION

**Authorization to enter into a Housing Agreement
Re: 2420 Fraser Street**

On August 4, 2021, after the initial application by the land owner to the City under Development Application No. DP-2020-00407 was refused by the Director of Planning but approved on appeal to the Board of Variance under Appeal Nos. Z35707, 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 Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant land owner, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
April 12, 2022

2420 Fraser Street

BY-LAW NO. _____

**A By-law to enact a Housing Agreement
for 2420 Fraser 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:

011-107-294

Lot C Block 118 District Lot 264A Plan 5628

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

Redpoint Law LLP
#660 - 355 Burrard Street
Vancouver BC V6C 2G8
604-757-3032

2. Description of Land

PID/Plan Number	Legal Description
011-107-294	LOT C BLOCK 118 DISTRICT LOT 264A PLAN 5628

3. Nature of Interest

Type	Number	Additional Information
COVENANT		See Page 4
PRIORITY AGREEMENT		Granting the above Covenant priority over Mortgage CA8242615 and Assignment of Rents CA8242616

4. Terms

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

5. Transferor(s)

1242431 B.C. LTD., NO.BC1242431
VANCOUVER CITY SAVINGS CREDIT UNION (AS TO PRIORITY)

6. Transferee(s)

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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature

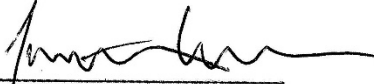
Execution Date

Transferor Signature(s)

SEE AFFIDAVIT OF EXECUTION

YYYY-MM-DD 2022-03-21

1242431 B.C. LTD.
 By their Authorized Signatory


 Name Jonathan Cowan

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

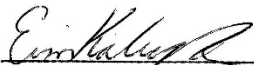
Execution Date

Transferor Signature(s)

Shelley Houde

YYYY-MM-DD 2022-04-01

VANCOUVER CITY SAVINGS CREDIT UNION
 By their Authorized Signatory


 Name _____

Erin Kaliczak
 Community Business Coordinator

Name _____

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor Signature(s)

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
FOR-PROFIT AFFORDABLE RENTAL HOUSING
2420 FRASER STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (i) the Transferor, 1242431 B.C. LTD., as more particularly defined in Section 1.1 is called the "Owner"; and
 - (ii) the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to develop the Lands pursuant to Development Application DP-2020-00407 (the "**Development Application**") to permit the development of a multiple-dwelling building containing a total of four (4) dwelling units and one (1) car stall parking at-grade, and which Development Application was approved by the Director of Planning in principle, subject to, a number of conditions including that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all residential units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the Vancouver DCL By-law for the longer of 60 years and life of the New Building; and
- D. The Owner and the City are now entering into this Agreement to satisfy the foregoing condition.

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

ARTICLE 1
DEFINITIONS AND INTERPRETATION

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

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Housing Agreement and Building Use Covenant
2420 Fraser Street

- building of a New Building as contemplated by the Rezoning By-law and the Development Permit;
- (c) "City" and "City of Vancouver" have the meaning ascribed to those terms in Recital A(ii);
 - (d) "City Manager" means the chief administrator from time to time of the City and her successors in function and their respective nominees;
 - (e) "City Personnel" means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
 - (f) "Development Permit" means any development permit issued by the City authorizing the development of the Lands contemplated by the Rezoning By-law;
 - (g) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
 - (h) "Dwelling Unit" has the meaning set out in the City's Zoning and Development By-law No. 3575, as amended or replaced from time to time;
 - (i) "Effective Date" means the date as of which this Agreement has been executed by all parties to it;
 - (j) "For-Profit Affordable Rental Housing" means a building containing multiple Dwelling Units which meets the requirements of Section 3.1A of the Vancouver DCL By-law to be for-profit affordable Rental Housing, but does not include alterations of or extensions to those Dwelling Units; PROVIDED, HOWEVER, that if the definition of For-Profit Affordable Rental Housing applicable at the time when a Building Permit is issued differs from the foregoing, the definition applicable at the time of Building Permit issuance will apply unless otherwise provided in the Vancouver DCL By-law;
 - (k) "For-Profit Affordable Rental Housing Units" has the meaning ascribed to that term in section 2.1(c) and "For-Profit Affordable Rental Housing Unit" means any one of such units;
 - (l) "General Manager of Planning, Urban Design and Sustainability" means the chief administrator from time to time of the City's Planning, Urban Design and Sustainability Department and his/her successors in function and their respective nominees;
 - (m) "Land Title Act" means the *Land Title Act*, R.S.B.C. 1996, c. 250;
 - (n) "Lands" means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the Form C - General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;

- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means any new building or structure to be built on the Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely 1242431 B.C. LTD., and its successors and permitted assigns;
- (s) **"Related Person"** means, where the registered or beneficial owner of the For-Profit Affordable Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c.57, then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **"Replacement For-Profit Affordable Rental Housing Unit"** has the meaning ascribed to that term in section 2.1(c) and **"Replacement For-Profit Affordable Rental Housing Units"** means all of such units;
- (v) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (w) **"Rezoning Application"** has the meaning ascribed to that term in Recital C;

- (x) "Rezoning By-law" means the CD-1 by-law enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;
- (y) "Term" means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (z) "Vancouver" has the meaning ascribed to that term in Recital A(ii);
- (aa) "Vancouver Charter" means the *Vancouver Charter*, S.B.C. 1953, c. 55; and
- (bb) "Vancouver DCL By-law" means the City's Vancouver Development Cost Levy By-law No. 9755.

1.2 Interpretation. In this Agreement:

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

by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.

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

**ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION**

- 2.1 The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
 - (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) if it carries out any development on the Lands after the Effective Date, the Owner will construct, fit and finish, at its sole cost and expense, and throughout the Term, will maintain four (4) Dwelling Units in the New Building, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
 - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Dwelling Units in the New Building will be used only for the purpose of providing For-Profit Affordable Rental Housing (the "For Profit Affordable Rental Housing Units") in accordance with the terms of this Agreement;
 - (d) not less than 35% of the For-Profit Affordable Rental Housing Units will have two or more bedrooms and be designed to meet the City's High Density Housing for Families with Children Guidelines;
 - (e) the average initial monthly starting rents for each unit type after Occupancy Permit issuance will be at or below the following amounts:
 - (i) for a studio - \$1,653;
 - (ii) for a one-bedroom - \$2,022
 - (iii) for a two-bedroom - \$2,647; and
 - (iv) for a three-bedroom - \$3,722,and the rents proposed to be charged for each For-Profit Affordable Rental Housing Unit are as set forth in the rent roll attached hereto as Schedule A, all of which are subject to such annual increases as may be authorized by the Vancouver DCL By-law (see Section 3.1B(c));
 - (f) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any For-Profit Affordable Rental Housing Unit for a term of less than one month at a time;

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Housing Agreement and Building Use Covenant
2420 Fraser Street

- (g) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any For-Profit Affordable Rental Housing Unit to be sold or otherwise transferred unless title to every one of the For-Profit Affordable Rental Housing Units is sold or otherwise transferred together and as a block to the same legal and beneficial owner, as applicable, and subject to Section 8.8;
- (h) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;
- (i) throughout the Term, that any sale of any For-Profit Affordable Rental Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(h), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (j) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (k) if the New Building or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred;
- (l) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (m) the rent charged for each For-Profit Affordable Rental Housing Unit as of initial occupancy will not be increased before the one year anniversary of that date even if there is a change in occupancy during that year;
- (n) the average size of the For-Profit Affordable Rental Housing Units will be at or below the following sizes:

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

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

- (o) in the event of the substantial or complete destruction of the New Building prior to the 60 year anniversary of the issuance of the final Occupancy Permit, it will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which building(s) (together with any remaining undestroyed or undemolished portion of the New Building) will also contain not less than the same number and type of replacement Housing Units as the New Building formerly contained, unless the City then otherwise agrees in its absolute and unfettered discretion, which replacement Housing Units will also be used only for the purpose of providing For-Profit Affordable Rental Housing (each such replacement Housing Unit, referred to as a "Replacement For-Profit Affordable Rental Housing Unit"), for the duration of the Term in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

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

- (B) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect, in form and substance satisfactory to the City; and
- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of 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, occupancy and rental rates charged of/for the For-Profit Affordable Rental Housing Units such records to be to the satisfaction of the General Manager of Planning, Urban Design and Sustainability. At the request of the General Manager of Planning, Urban Design and Sustainability, from time to time, the Owner will:
 - (a) make such records available for inspection and copying by City staff, subject to applicable restrictions in any tenancy, privacy and other laws which place limitations on such disclosure; and
 - (b) provide evidence of the insurance required to be taken out pursuant to Section 2.1(k).

**ARTICLE 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. reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - B. withholding any permit pursuant to this Agreement; or
 - C. exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement; and

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

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

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

- (c) The indemnities in this ARTICLE 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 6.1(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.1(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or

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

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

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

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

ARTICLE 7 NOTICES

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

If to the City, addressed to:

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

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

If to the Owner, addressed to:

1242431 B.C. Ltd.
#201 - 595 Howe Street
Vancouver, British Columbia
V6C 2T5

Attention: President

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any rezoning or any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.5 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice

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

- 8.6 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.7 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.8 Sale of Lands or New Building. Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), subject always to Sections 2.1(f) and 2.1(g), the Owner will cause the purchaser/ transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.8 will apply equally to all subsequent purchasers/transferees (other than a mortgagee that has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage).
- 8.9 Owner's Representations. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual

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

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

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

Schedule A
Rent Roll

Unit #	Size (sq ft)	Bedrooms	Rent (per month)
1	647	2	\$2490.00
2	546	2	\$2250.00
3	486	1	\$2022.00
4	896	2	\$3200.00

{01276401;1}

Housing Agreement and Building Use Covenant
2420 Fraser Street

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) **"Existing Chargeholder"** means VANCOUVER CITY SAVINGS CREDIT UNION;
- (b) **"Existing Charges"** means the Mortgage registered under number CA8242615 and Assignment of Rents registered under number CA8242616;
- (c) **"New Charges"** means the Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:

) IN THE MATTER OF the execution of the
) Form C Charge in favour of the **City of**
) **Vancouver** (the "Instrument") charging the
) lands and premises having a civic address at
) 2420 Fraser Street, Vancouver, BC and legally
) described as PID 011-107-294, Lot C Block
) 118 District Lot 264A Plan 5628

I, Jonathon Cowan, Developer, of Vancouver, BC, make oath and say:

1. I am 19 years of age or older and am a person named in the Instrument as an authorized signatory of 1242431 B.C. Ltd. (the "Transferor") and was authorized by the Transferor to execute the Instrument.
2. Any other person who executed the Instrument for the Transferor was authorized to do so by the Transferor.
3. The Transferor existed at the time the Instrument was executed and is legally entitled to hold and dispose of land in British Columbia.
4. My signature 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 do so due to Covid-19.
5. That I make this Affidavit in support of an application that the Registrar of Land Titles exercise discretion pursuant to section 49 of the *Land Title Act* (British Columbia), and not require the certification of an Officer to the signature on the Instrument.

DECLARED BEFORE ME via video
technology at the City of Vancouver in the
Province of British Columbia this 21 day
of March, 2022. The deponent of this
statutory declaration was not physically
present before me because it is medically
unsafe to meet the deponent in person due
to Covid-19 but was linked with me using
video conference technology. I followed the
process described in Practice Bulletin 01-
20 Process for Remote Witnessing of
Affidavits for use in Land Title Applications
and complied with the Law Society of
British Columbia best practices for using
video-conferencing when providing legal
advice or services.



JONATHON COWAN

A Commissioner for taking Affidavits in British
Columbia

CANADA
PROVINCE OF BRITISH COLUMBIA
TO WIT:


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) Form C Charge in favour of the **City of**
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video-conferencing when providing legal
advice or services.

JONATHON COWAN


A Commissioner for taking Affidavits in British
Columbia

FALKO WONG
Barrister & Solicitor
Suite 660 - 355 Burrard Street
Vancouver, British Columbia V6C 2G8

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (c) "Existing Chargeholder" means BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION;
- (d) "Existing Charges" means the Mortgage registered under number CA9826457 and Assignment of Rents registered under number CA9826458;
- (e) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (f) 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

{01674440v5}

Housing Agreement (Social Housing)
546 West 13th Avenue

**Authorization to enter into a Housing Agreement
Re: 546 West 13th Avenue**