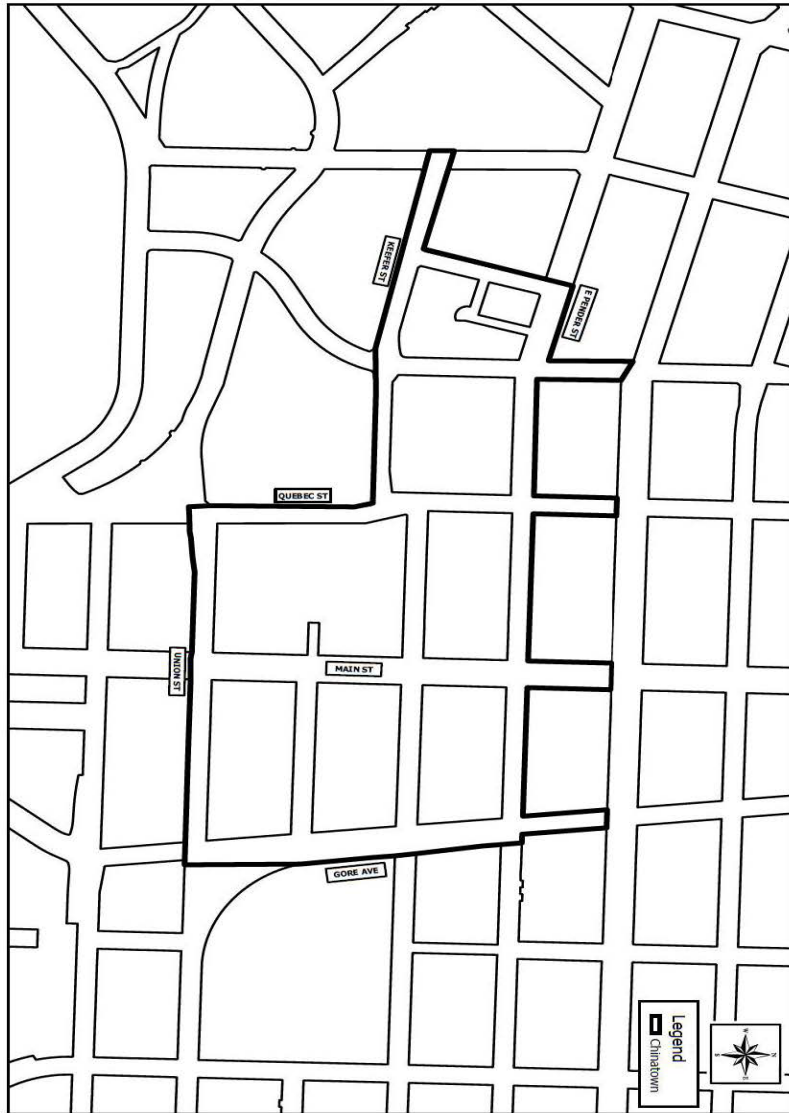


EXPLANATION**A By-law to amend Parking Meter By-law No. 2952
Regarding Chinatown Parking Meter Rates**

The attached By-law will implement Council's resolution of April 26, 2023 to amend the Parking Meter By-law regarding Chinatown parking meter rates.

Director of Legal Services
May 30, 2023

Schedule "B"

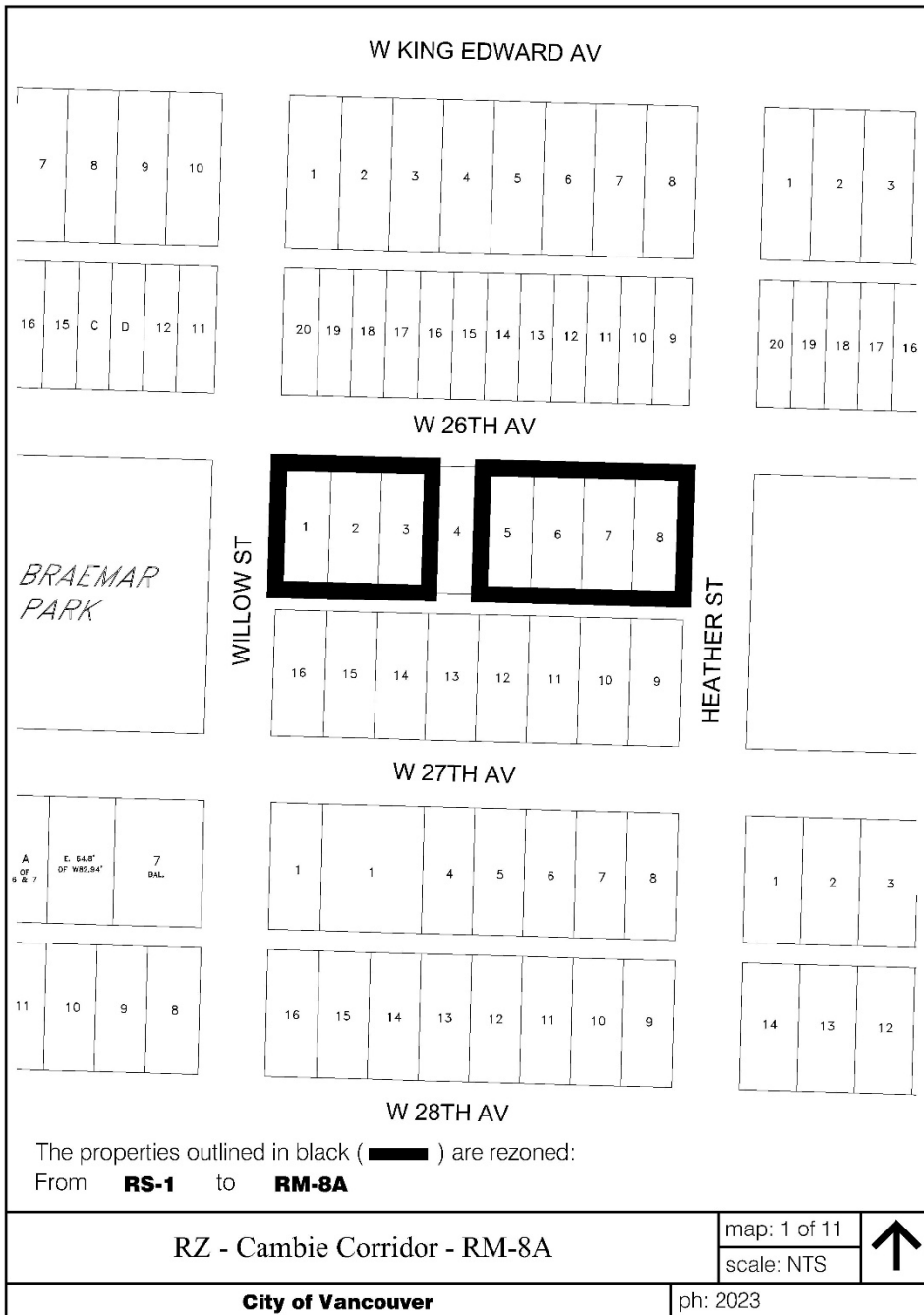


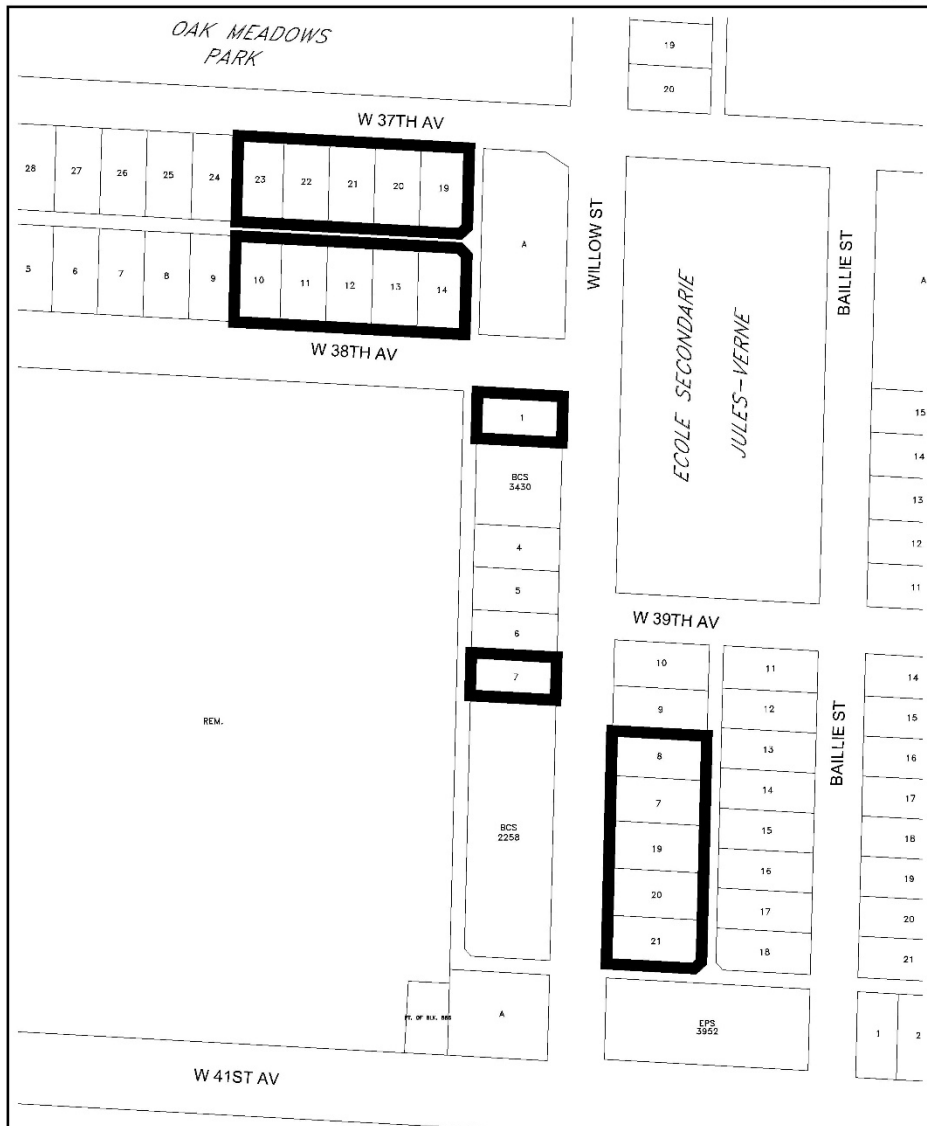
CHINATOWN
Schedule B

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

Following the Public Hearing on May 9 and 11, 2023, Council resolved to amend the Zoning and Development By-law regarding the City-initiated rezoning of specific sites in the *Cambie Corridor Plan* area from RS-1 (Residential) District or RT-1 (Residential) District to RM-8A or RM-8AN (Residential) District.

Director of Legal Services
May 30, 2023



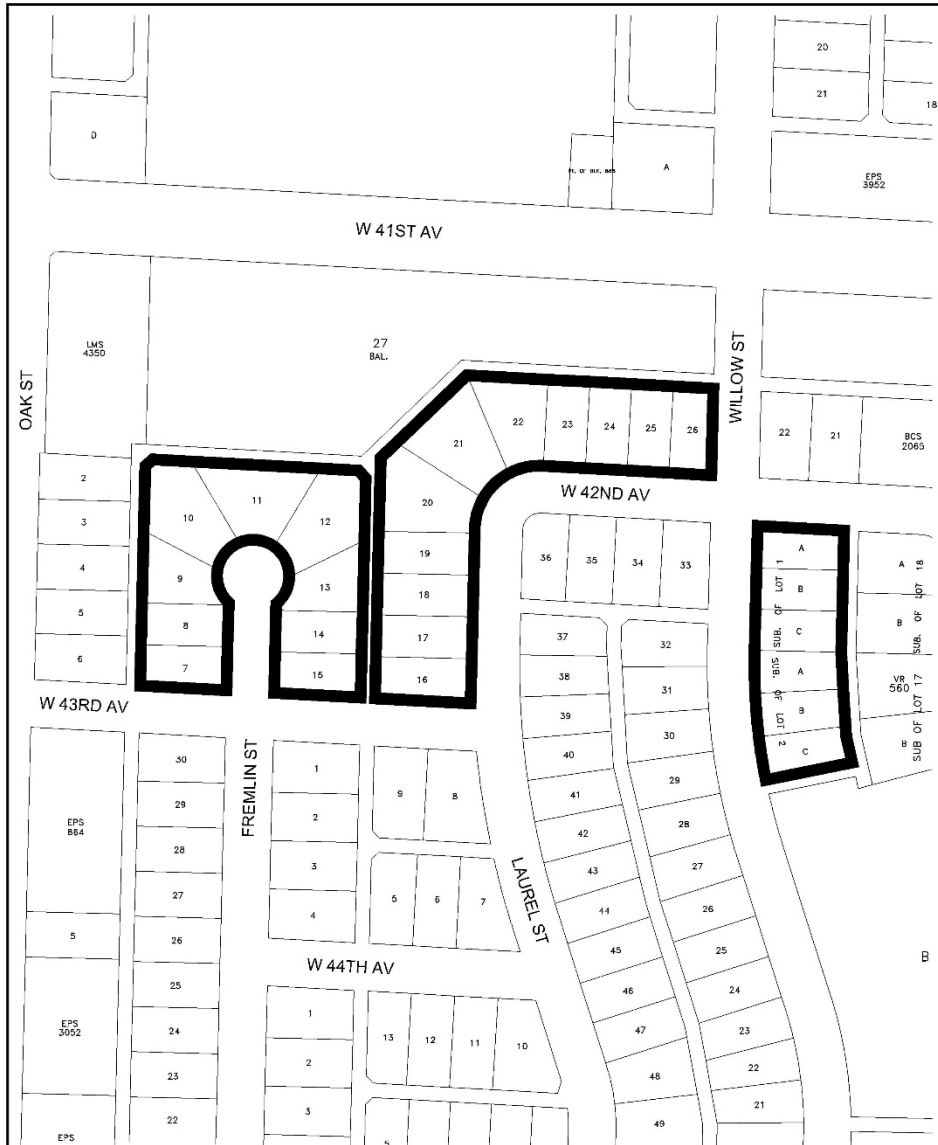


The properties outlined in black (**█**) are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 2 of 11
 scale: NTS





The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 3 of 11

scale: NTS



City of Vancouver

ph: 2023

Schedule A



The properties outlined in black (**█**) are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 4 of 11

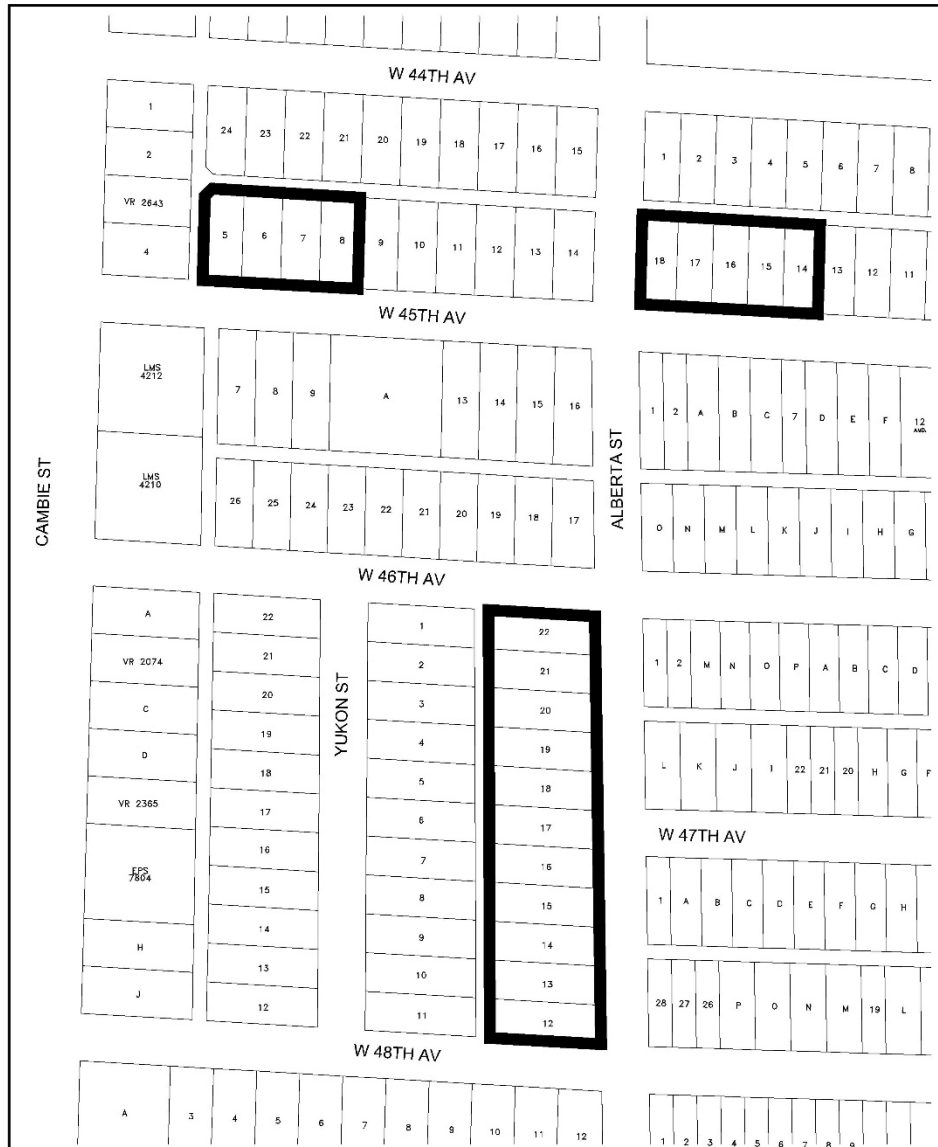
scale: NTS



City of Vancouver

ph: 2023





The properties outlined in black (**█**) are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

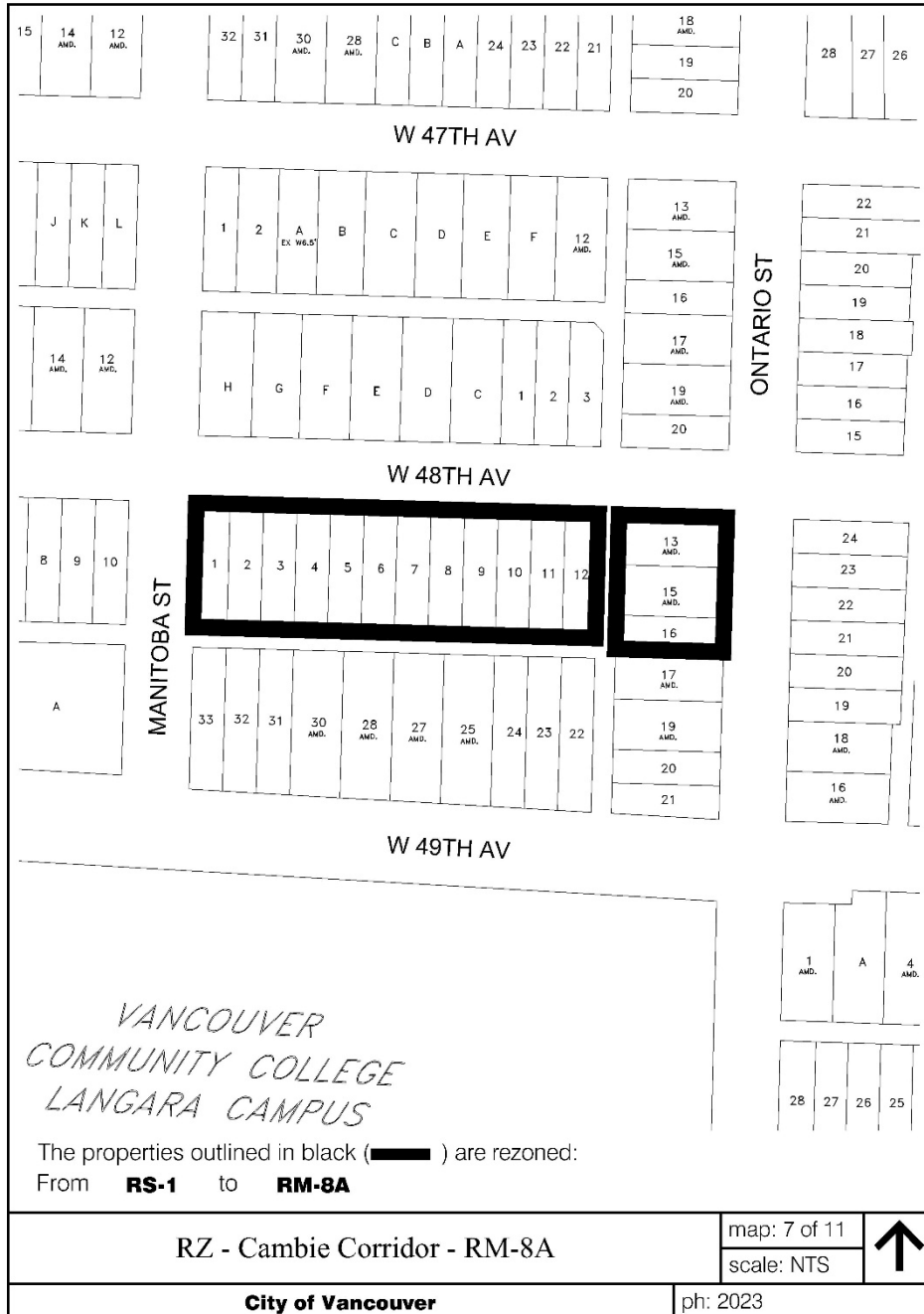
map: 6 of 11

scale: NTS

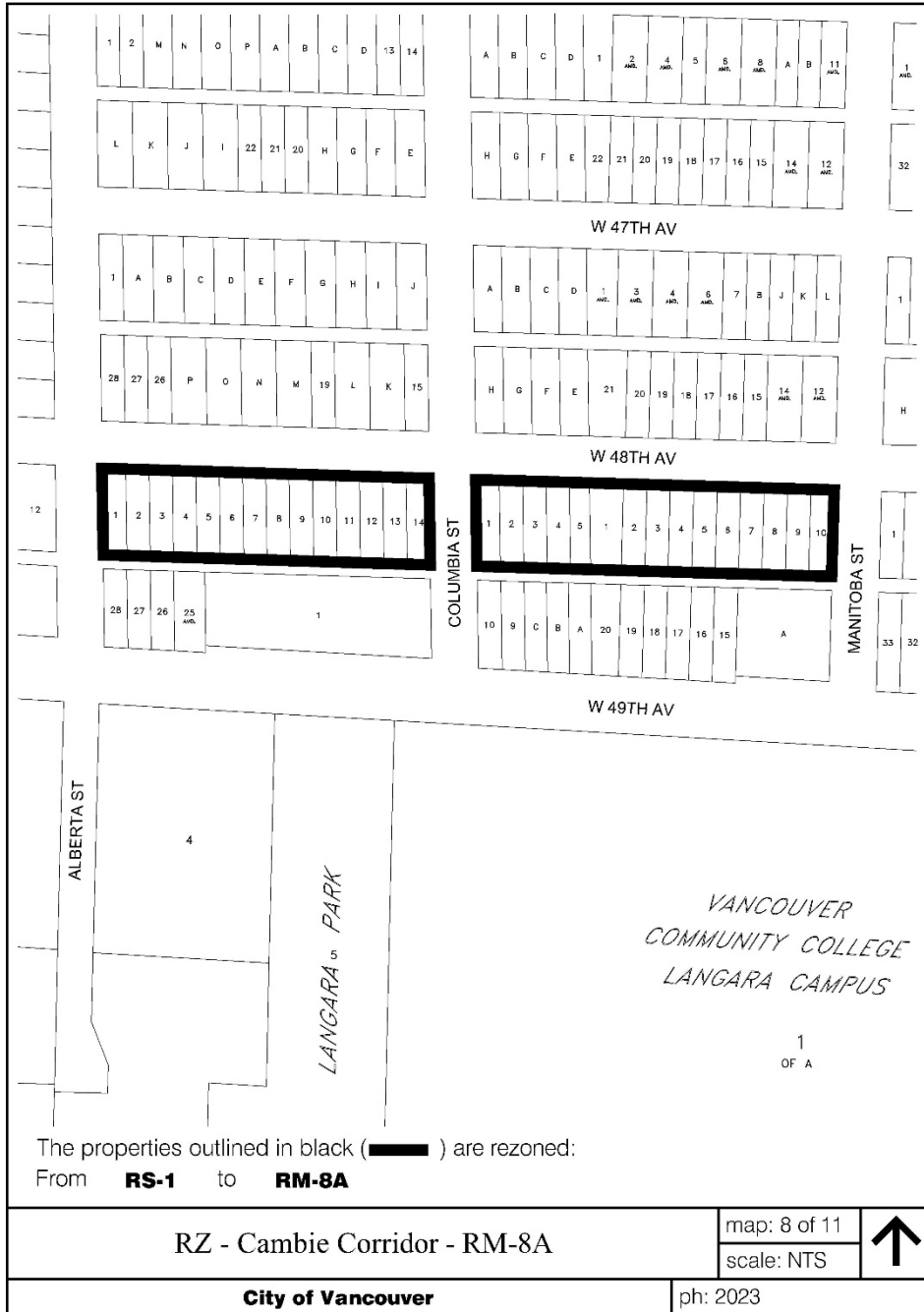


City of Vancouver

ph: 2023



Schedule A



The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 8 of 11

scale: NTS



City of Vancouver

ph: 2023



The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 9 of 11

scale: NTS



City of Vancouver

ph: 2023



The properties outlined in black (**█**) are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map:10 of 11

scale: NTS



City of Vancouver

ph: 2023



The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8A**

RZ - Cambie Corridor - RM-8A

map: 11 of 11

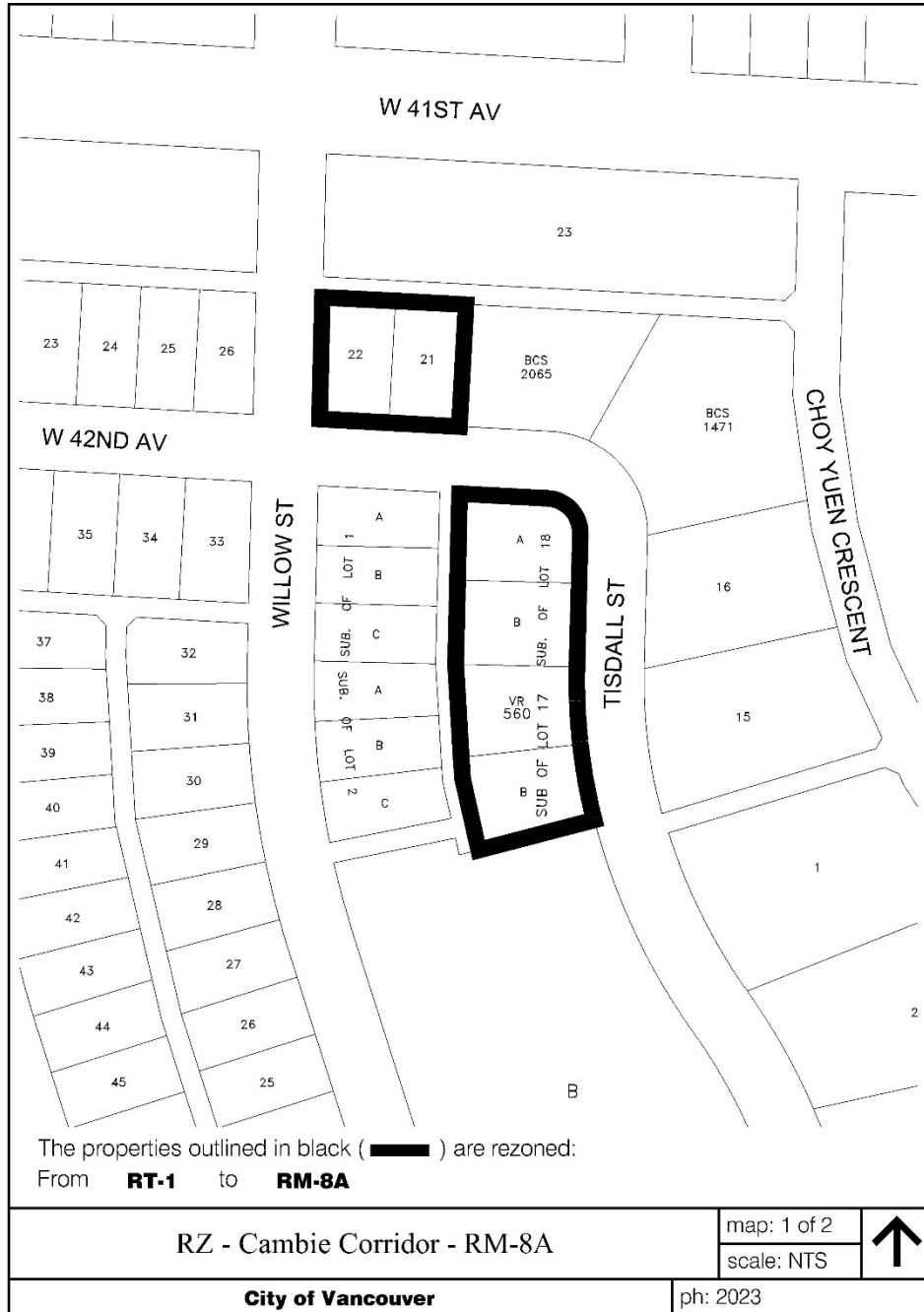
scale: NTS



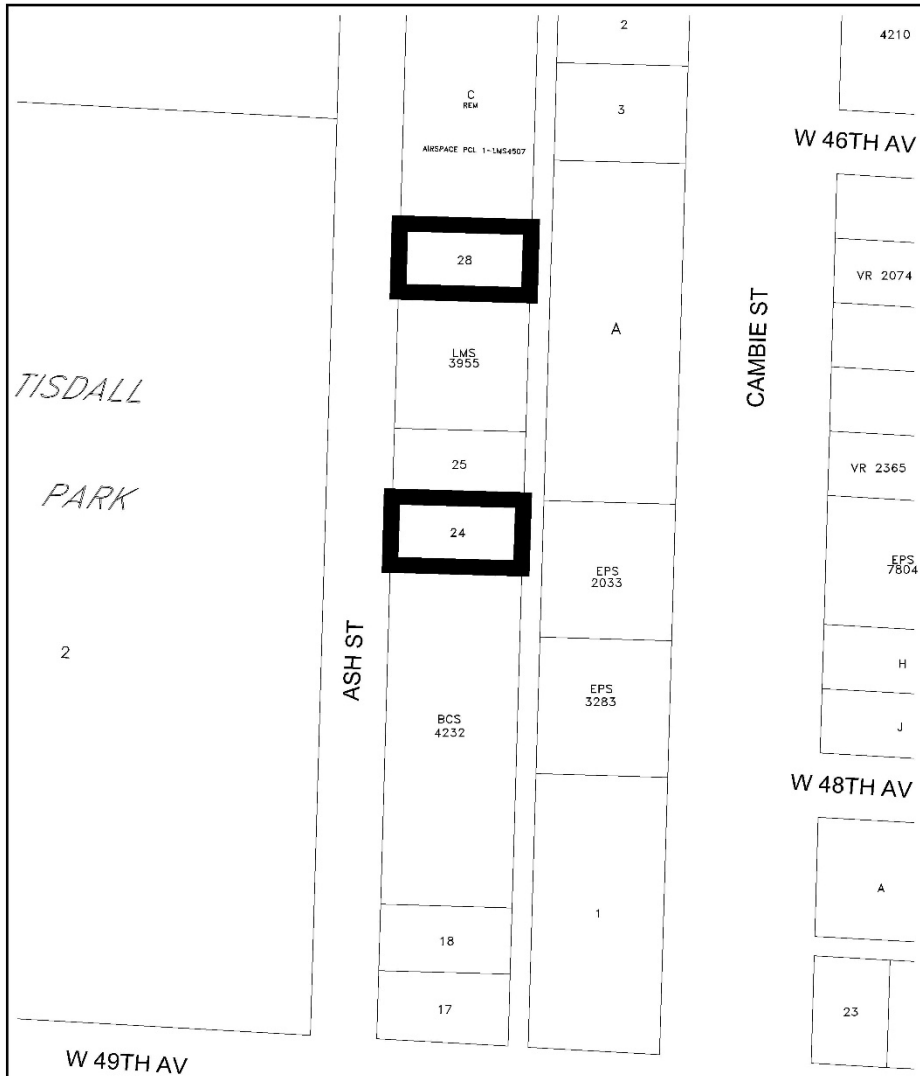
City of Vancouver

ph: 2023

Schedule B



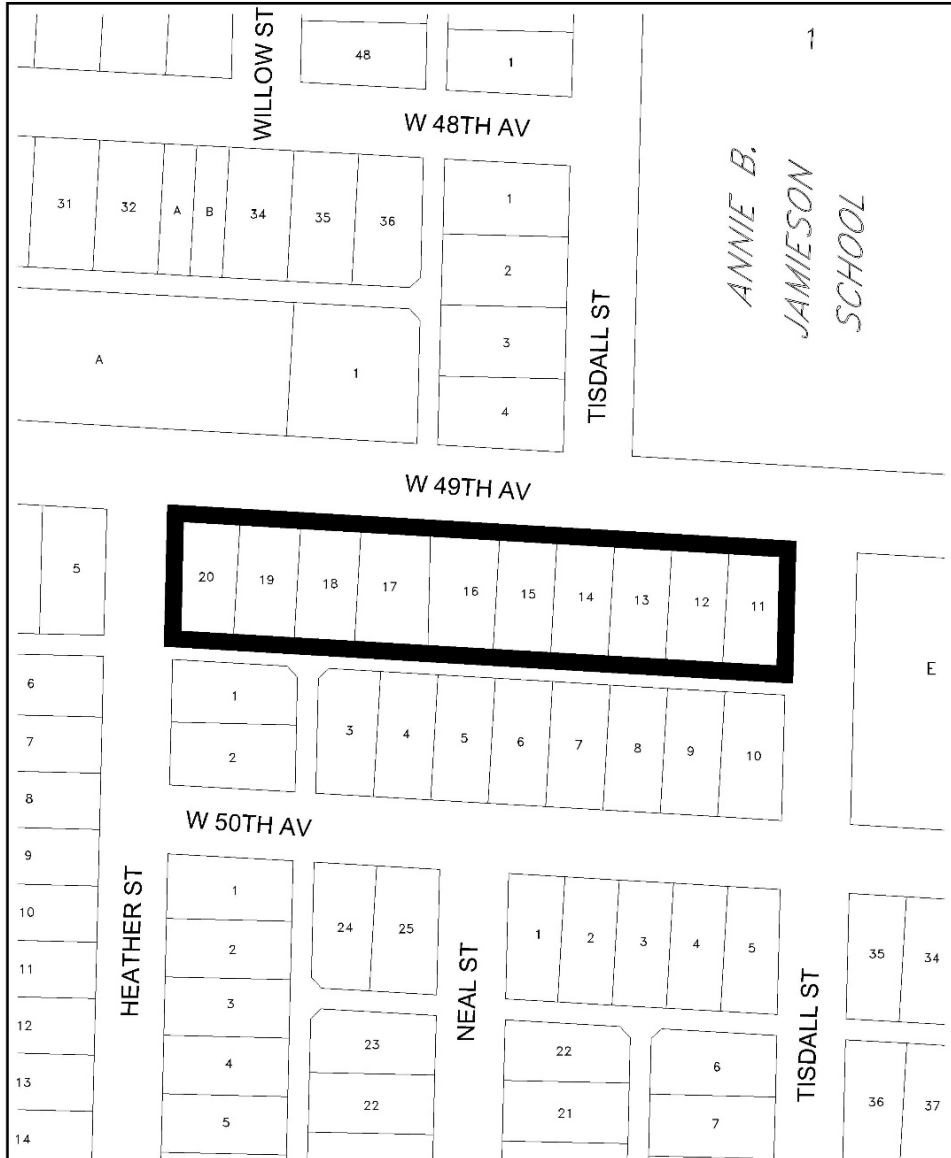
Schedule B



The properties outlined in black (■) are rezoned:
From **RT-1** to **RM-8A**

Schedule C





The properties outlined in black () are rezoned:
 From **RS-1** to **RM-8AN**

RZ - Cambie Corridor - RM-8AN

map: 2 of 3

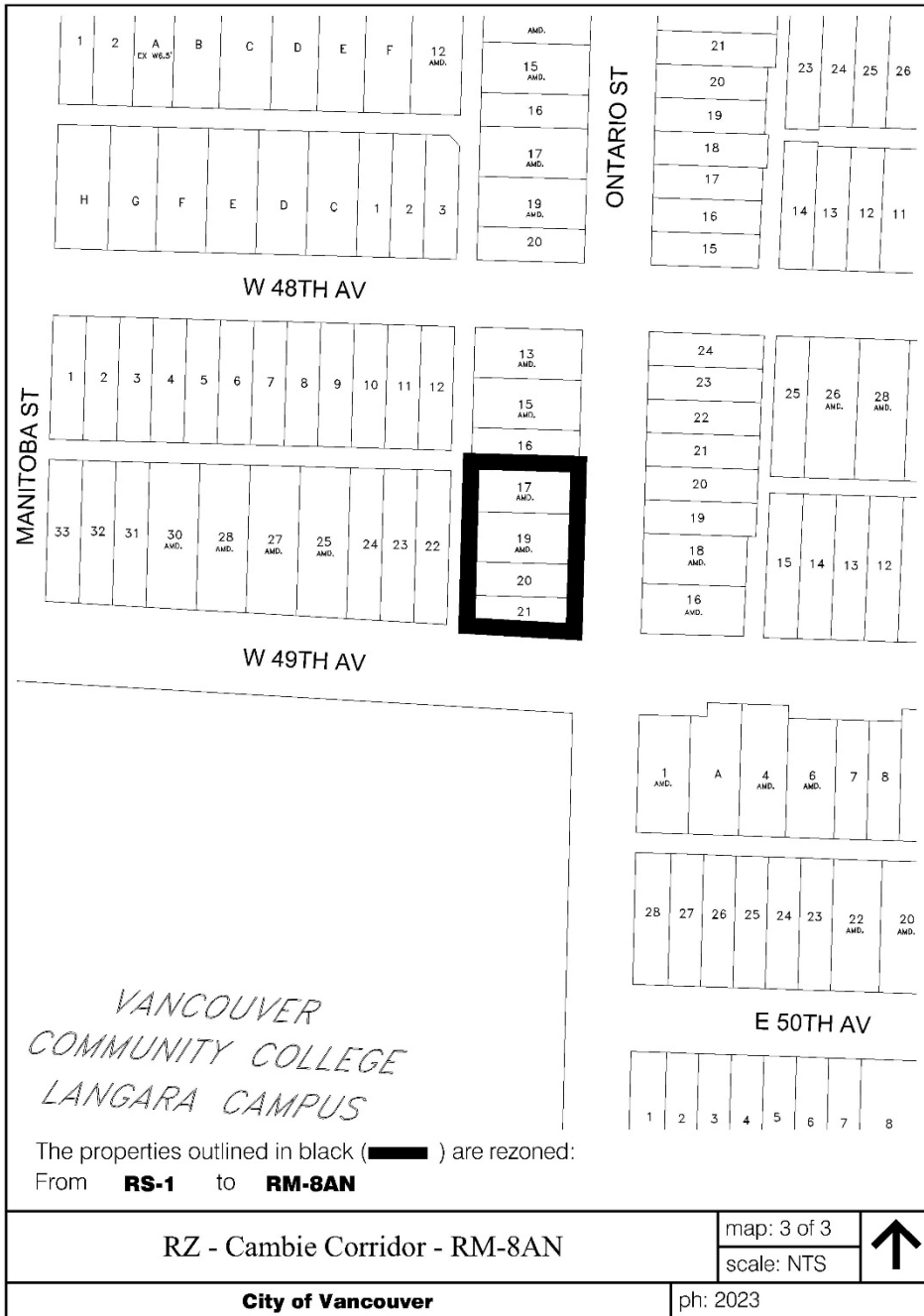
scale: NTS



City of Vancouver

ph: 2023

Schedule C



*VANCOUVER
COMMUNITY COLLEGE
LANGARA CAMPUS*

The properties outlined in black () are rezoned:
From **RS-1** to **RM-8AN**

RZ - Cambie Corridor - RM-8AN

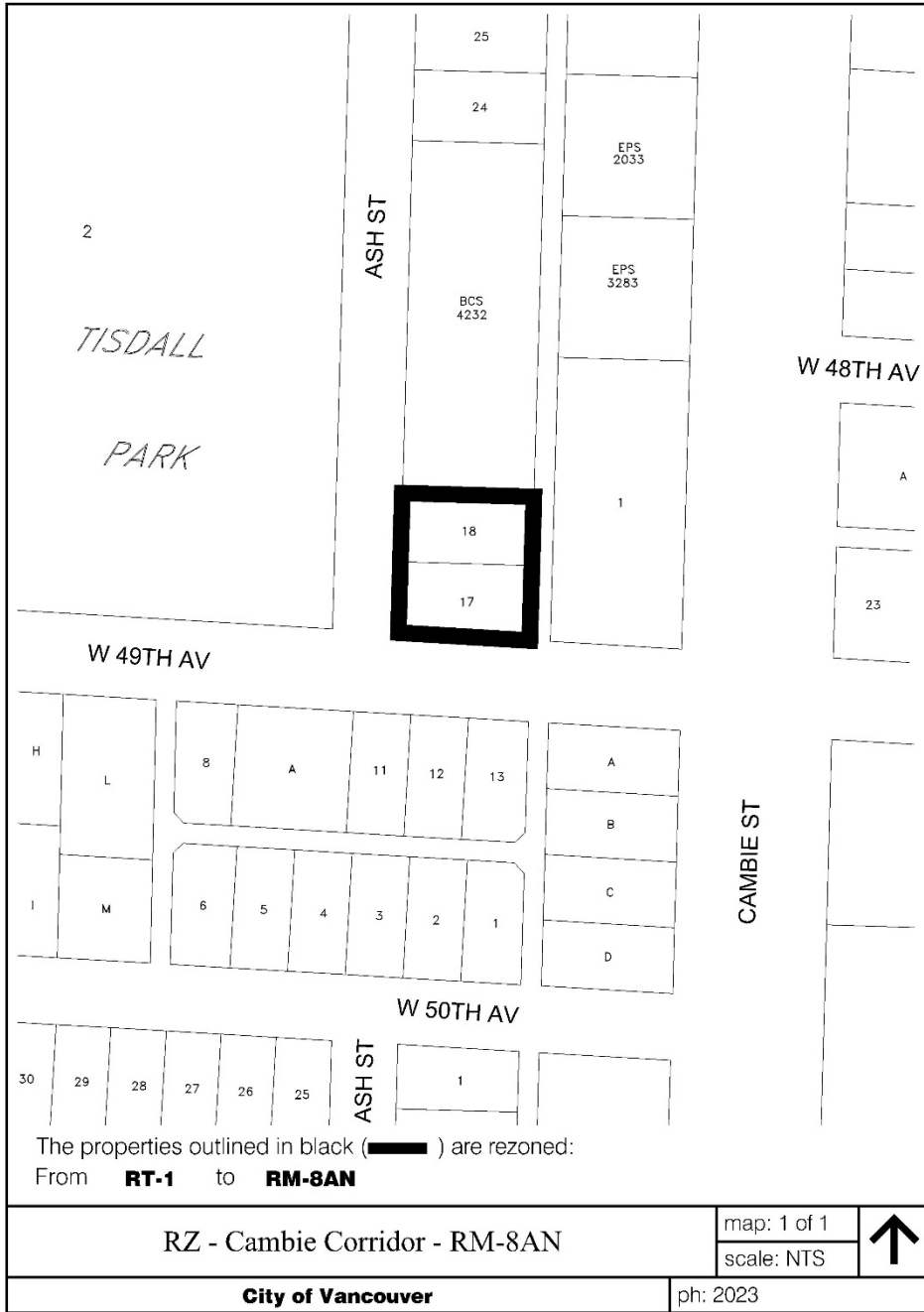
map: 3 of 3
scale: NTS



City of Vancouver

ph: 2023

Schedule D



EXPLANATION**A By-law to amend Subdivision By-law No. 5208
regarding the RM-8A and RM-8AN Districts**

Following the Public Hearing on May 9 and 11, 2023, Council resolved to amend the Subdivision By-law regarding consequential amendments to the City-initiated rezoning for specified sites in the *Cambie Corridor Plan* area from the RS-1 District and RT-1 District to the RM-8A District or RM-8AN District.

Director of Legal Services
May 30, 2023

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding the RM-8A and RM-8AN Districts**

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the RS-1 maps forming part of Schedule A of the Subdivision By-law:

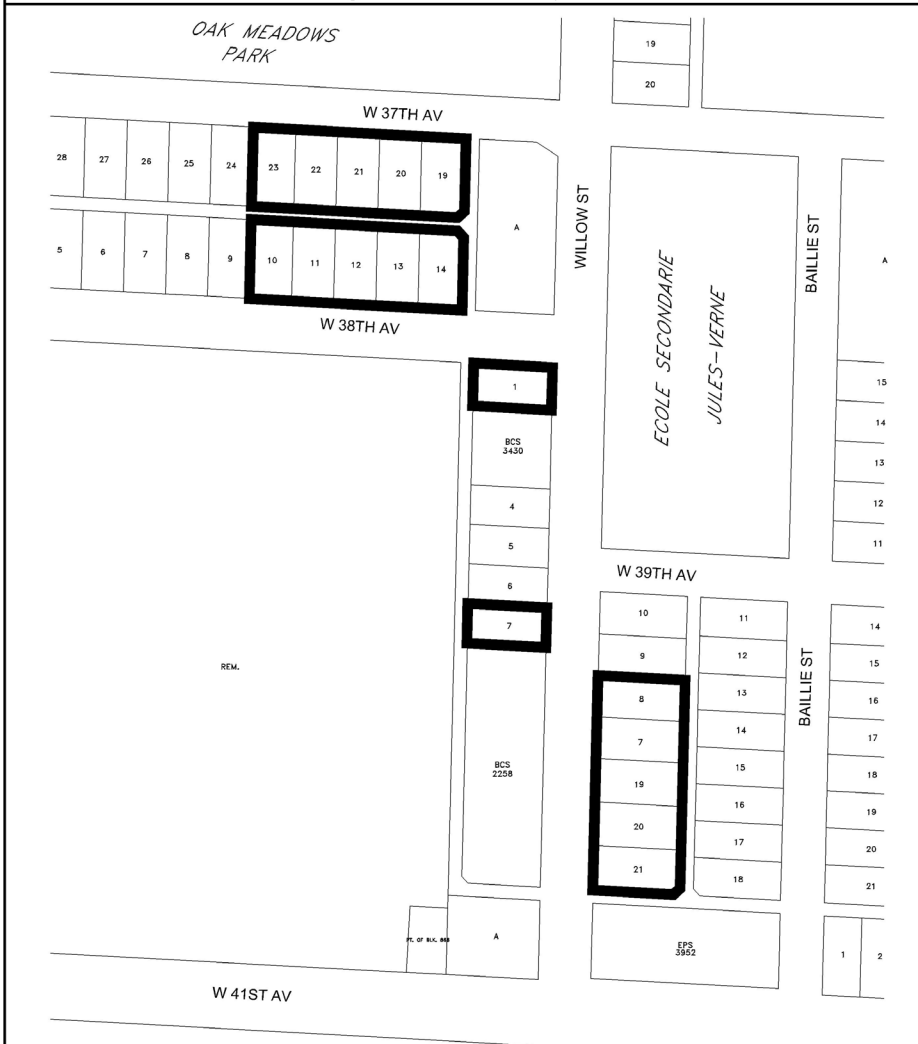
- (1) PID: 009-677-267, Lot C, Block 78, District Lot 526, Plan VAP9388;
- (2) PID: 008-139-148, Lot 14, Block 999, District Lot 526, Plan VAP5531;
- (3) PID: 009-326-456, Lot 23, Block 1008, District Lot 526, Plan VAP10622;
- (4) PID: 009-445-226, Lot 11, Block 887, District Lot 526, Plan VAP9858;
- (5) PID: 009-446-265, Lot 4, Block 886, District Lot 526, Plan VAP9858;
- (6) PID: 009-595-902, Lot 3, Block 895, District Lot 526, Plan VAP9908;
- (7) PID: 009-446-516, Lot 3, Block 883, District Lot 526, Plan VAP9858;
- (8) PID: 006-613-764, Lot 14, Block F, District Lot 526, Plan VAP10991;
- (9) PID: 011-322-209, Lot 17, Block 1164, District Lot 526, Plan VAP4757;
- (10) PID: 009-446-222, Lot 1, Block 886, District Lot 526, Plan VAP9858;
- (11) PID: 004-422-546, Lot 5, Block 80, District Lot 526, Plan VAP8550;
- (12) PID: 010-645-373, Lot 1, Block 1083, District Lot 526, Plan VAP7386;
- (13) PID: 010-285-229, Lot 13, Block 864, District Lot 526, Plan VAP8070;
- (14) PID: 015-506-720, Lot 3, Block 1000, District Lot 526, Plan VAP2063;
- (15) PID: 009-596-135, Lot 15, Block 894, District Lot 526, Plan VAP9908;
- (16) PID: 014-075-369, Lot 12, Block 1000, District Lot 526, Plan VAP2063;
- (17) PID: 009-596-178, Lot 16, Block 894, District Lot 526, Plan VAP9908;
- (18) PID: 011-322-128, Lot 3, Block 1164, District Lot 526, Plan VAP4757;
- (19) PID: 014-075-253, Lot 8, Block 1000, District Lot 526, Plan VAP2063;
- (20) PID: 009-445-285, Lot 15, Block 887, District Lot 526, Plan VAP9858;
- (21) PID: 008-399-395, Lot 14, Block 1063, District Lot 526, Plan VAP7386;
- (22) PID: 010-285-334, Lot 19, Block 864, District Lot 526, Plan VAP8070;
- (23) PID: 010-645-420, Lot 6, Block 1083, District Lot 526, Plan VAP7386;
- (24) PID: 009-445-293, Lot 17, Block 887, District Lot 526, Plan VAP9858;
- (25) PID: 009-430-423, Lot 7, Block 998, District Lot 526, Plan VAP9894;
- (26) PID: 005-128-307, Lot J, Block , District Lot 323, Plan VAP11251;
- (27) PID: 004-534-735, Lot 5, Block 1000, District Lot 526, Plan VAP2063;
- (28) PID: 009-445-269, Lot 14, Block 887, District Lot 526, Plan VAP9858;
- (29) PID: 002-707-756, Lot 16, Block 1164, District Lot 526, Plan VAP4757;
- (30) PID: 011-322-187, Lot 13, Block 1164, District Lot 526, Plan VAP4757;
- (31) PID: 009-326-413, Lot 18, Block 1008, District Lot 526, Plan VAP10622;
- (32) PID: 025-701-061, Lot C, Block 1024, District Lot 526, Plan BCP6559;
- (33) PID: 008-182-574, Lot 8, Block 698, District Lot 526, Plan VAP6309;
- (34) PID: 011-138-572, Lot 19, Block 999, District Lot 526, Plan VAP5531;
- (35) PID: 010-645-462, Lot 11, Block 1083, District Lot 526, Plan VAP7386;
- (36) PID: 025-701-053, Lot B, Block 1024, District Lot 526, Plan BCP6559;
- (37) PID: 014-075-237, Lot 6, Block 1000, District Lot 526, Plan VAP2063;
- (38) PID: 009-212-566, Lot 10, Block 1164, District Lot 526, Plan VAP4757;
- (39) PID: 010-546-545, Lot 8, Block 862, District Lot 526, Plan VAP7737;
- (40) PID: 006-269-575, Lot 17, Block 1008, District Lot 526, Plan VAP10622;


- (41) PID: 010-920-994, Lot 5, Block 698, District Lot 526, Plan VAP6309;
- (42) PID: 011-138-599, Lot 21, Block 999, District Lot 526, Plan VAP5531;
- (43) PID: 010-075-721, Lot 7, Block 867, District Lot 526, Plan 8454;
- (44) PID: 009-446-494, Lot 2, Block 883, District Lot 526, Plan VAP9858;
- (45) PID: 005-218-004, Lot 6, Block 895, District Lot 526, Plan VAP9908;
- (46) PID: 009-309-438, Lot A, Block D, District Lot 526, Plan VAP10698;
- (47) PID: 011-138-581, Lot 20, Block 999, District Lot 526, Plan VAP5531;
- (48) PID: 011-322-225, Lot 20, Block 1164, District Lot 526, Plan VAP4757;
- (49) PID: 015-791-262, Lot 2, Block 1000, District Lot 526, Plan VAP2063;
- (50) PID: 010-034-692, Lot 4, Block 80, District Lot 526, Plan VAP8550;
- (51) PID: 009-446-559, Lot 4, Block 883, District Lot 526, Plan VAP9858;
- (52) PID: 009-445-242, Lot 13, Block 887, District Lot 526, Plan VAP9858;
- (53) PID: 004-685-164, Lot 19, Block A, District Lot 526, Plan VAP10622;
- (54) PID: 009-446-389, Lot 4, Block 885, District Lot 526, Plan VAP9858;
- (55) PID: 011-322-161, Lot 9, Block 1164, District Lot 526, Plan VAP4757;
- (56) PID: 010-921-010, Lot 6, Block 698, District Lot 526, Plan VAP6309;
- (57) PID: 010-285-148, Lot 10, Block 864, District Lot 526, Plan VAP8070;
- (58) PID: 010-645-381, Lot 2, Block 1083, District Lot 526, Plan VAP7386;
- (59) PID: 009-221-638, Lot 19, Block , District Lot 526, Plan VAP10991;
- (60) PID: 011-138-530, Lot 12, Block 999, District Lot 526, Plan VAP5531;
- (61) PID: 010-034-617, Lot 2, Block 80, District Lot 526, Plan VAP8550;
- (62) PID: 011-323-884, Lot 2, Block 1163, District Lot 526, Plan VAP4757;
- (63) PID: 009-221-620, Lot 18, Block F, District Lot 526, Plan VAP10991;
- (64) PID: 009-446-451, Lot 3, Block 884, District Lot 526, Plan VAP9858;
- (65) PID: 007-876-530, Lot K, Block 895, District Lot 526, Plan VAP14246;
- (66) PID: 025-701-045, Lot A, Block 1024, District Lot 526, Plan BCP6559;
- (67) PID: 010-645-683, Lot 22, Block 1063, District Lot 526, Plan VAP7386;
- (68) PID: 010-920-862, Lot 2, Block 698, District Lot 526, Plan VAP6309;
- (69) PID: 010-285-377, Lot 21, Block 864, District Lot 526, Plan VAP8070;
- (70) PID: 009-213-171, Lot 11, Block 1164, District Lot 526, Plan VAP4757;
- (71) PID: 009-596-224, Lot 19, Block 894, District Lot 526, Plan VAP9908;
- (72) PID: 009-196-021, Lot 24, Block 1008, District Lot 526, Plan VAP10622;
- (73) PID: 010-035-826, Lot 4, Block 79, District Lot 526, Plan VAP8550;
- (74) PID: 009-446-397, Lot 5, Block 885, District Lot 526, Plan VAP9858;
- (75) PID: 010-285-351, Lot 20, Block 864, District Lot 526, Plan VAP8070;
- (76) PID: 009-130-209, Lot 21, Block 998, District Lot 526, Plan VAP11186;
- (77) PID: 010-921-044, Lot 7, Block 698, District Lot 526, Plan VAP6309;
- (78) PID: 010-645-624, Lot 15, Block 1063, District Lot 526, Plan VAP7386;
- (79) PID: 014-075-342, Lot 11, Block 1000, District Lot 526, Plan VAP2063;
- (80) PID: 010-645-632, Lot 16, Block 1063, District Lot 526, Plan VAP7386;
- (81) PID: 010-645-390, Lot 3, Block 1083, District Lot 526, Plan VAP7386;
- (82) PID: 009-446-478, Lot 4, Block 884, District Lot 526, Plan VAP9858;
- (83) PID: 010-645-641, Lot 18, Block 1063, District Lot 526, Plan VAP7386;
- (84) PID: 003-486-788, Lot 8, Block A, District Lot 526, Plan VAP10622;
- (85) PID: 011-322-152, Lot 6, Block 1164, District Lot 526, Plan VAP4757;
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- (87) PID: 008-228-213, Lot 7, Block 1163, District Lot 526, Plan VAP4757;
- (88) PID: 006-119-891, Lot 9, Block 1083, District Lot 526, Plan VAP7386;
- (89) PID: 011-322-217, Lot 19, Block 1164, District Lot 526, Plan VAP4757;

- (90) PID: 009-326-359, Lot 11, Block 1008, District Lot 526, Plan VAP10622;
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- (92) PID: 009-430-440, Lot 8, Block 998, District Lot 526, Plan VAP9894;
- (93) PID: 009-221-590, Lot 17, Block F, District Lot 526, Plan VAP10991;
- (94) PID: 009-595-899, Lot 1, Block 895, District Lot 526, Plan VAP9908;
- (95) PID: 007-447-604, Lot 1, Block 1164, District Lot 526, Plan VAP4757;
- (96) PID: 009-445-234, Lot 12, Block 887, District Lot 526, Plan VAP9858;
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- (103) PID: 011-595-752, Lot 17, Block 1024, District Lot 526, Plan VAP4361;
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- (108) PID: 005-509-548, Lot 4, Block 895, District Lot 526, Plan VAP9908;
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- (111) PID: 009-446-303, Lot 6, Block 886, District Lot 526, Plan VAP9858;
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- (113) PID: 010-645-616, Lot 13, Block 1063, District Lot 526, Plan VAP7386;
- (114) PID: 010-645-454, Lot 10, Block 1083, District Lot 526, Plan VAP7386;
- (115) PID: 002-637-324, Lot 7, Block 1000, District Lot 526, Plan VAP2063;
- (116) PID: 009-596-119, Lot 12, Block 894, District Lot 526, Plan VAP9908;
- (117) PID: 011-323-973, Lot 5, Block 1163, District Lot 526, Plan VAP4757;
- (118) PID: 014-075-482, Lot 14, Block 1000, District Lot 526, Plan VAP2063;
- (119) PID: 010-035-800, Lot 3, Block 79, District Lot 526, Plan VAP8550;
- (120) PID: 010-645-667, Lot 20, Block 1063, District Lot 526, Plan VAP7386;
- (121) PID: 009-445-579, Lot 19, Block 887, District Lot 526, Plan VAP9858;
- (122) PID: 010-645-446, Lot 8, Block 1083, District Lot 526, Plan VAP7386;
- (123) PID: 002-667-347, Lot 13, Block 894, District Lot 526, Plan VAP9908;
- (124) PID: 011-322-179, Lot 12, Block 1164, District Lot 526, Plan VAP4757;
- (125) PID: 009-446-231, Lot 3, Block 886, District Lot 526, Plan VAP9858;
- (126) PID: 011-324-066, Lot 8, Block 1163, District Lot 526, Plan VAP4757;
- (127) PID: 004-712-242, Lot 10, Block 1163, District Lot 526, Plan VAP4757;
- (128) PID: 010-645-438, Lot 7, Block 1083, District Lot 526, Plan VAP7386;
- (129) PID: 010-285-385, Lot 22, Block 864, District Lot 526, Plan VAP8070;
- (130) PID: 011-138-548, Lot 15, Block 999, District Lot 526, Plan VAP5531;
- (131) PID: 010-546-278, Lot 14, Block 863, District Lot 526, Plan VAP7737;
- (132) PID: 011-322-233, Lot 21, Block 1164, District Lot 526, Plan VAP4757;
- (133) PID: 003-422-933, Lot 10, Block 1000, District Lot 526, Plan VAP2063;
- (134) PID: 011-323-850, Lot 1, Block 1163, District Lot 526, Plan VAP4757;
- (135) PID: 008-107-947, Lot 7, Block 1164, District Lot 526, Plan VAP4757;
- (136) PID: 009-326-332, Lot 9, Block 1008, District Lot 526, Plan VAP10622;
- (137) PID: 009-221-573, Lot 16, Block F, District Lot 526, Plan VAP10991;
- (138) PID: 010-035-851, Lot 5, Block 79, District Lot 526, Plan VAP8550;

- (139) PID: 010-034-633, Lot 3, Block 80, District Lot 526, Plan VAP8550;
- (140) PID: 009-596-241, Lot 20, Block 894, District Lot 526, Plan VAP9908;
- (141) PID: 010-285-415, Lot 23, Block 864, District Lot 526, Plan VAP8070;
- (142) PID: 009-258-850, Lot 17, Block 999, District Lot 526, Plan VAP5531;
- (143) PID: 008-116-733, Lot 1, Block 884, District Lot 526, Plan VAP9858;
- (144) PID: 010-645-471, Lot 12, Block 1083, District Lot 526, Plan VAP7386;
- (145) PID: 014-075-377, Lot 13, Block 1000, District Lot 526, Plan VAP2063;
- (146) PID: 010-034-595, Lot 1, Block 80, District Lot 526, Plan VAP8550;
- (147) PID: 011-322-144, Lot 5, Block 1164, District Lot 526, Plan VAP4757;
- (148) PID: 009-309-497, Lot C, Block D, District Lot 526, Plan VAP10698;
- (149) PID: 010-546-529, Lot 7, Block 862, District Lot 526, Plan VAP7737;
- (150) PID: 004-792-521, Lot 2, Block 895, District Lot 526, Plan VAP9908;
- (151) PID: 008-508-755, Lot K, Block , District Lot 323, Plan VAP11251;
- (152) PID: 005-082-463, Lot 18, Block 863, District Lot 526, Plan VAP7737;
- (153) PID: 010-645-675, Lot 21, Block 1063, District Lot 526, Plan VAP7386;
- (154) PID: 010-035-770, Lot 2, Block 79, District Lot 526, Plan VAP8550;
- (155) PID: 008-244-588, Lot 2, Block 886, District Lot 526, Plan VAP9858;
- (156) PID: 010-546-316, Lot 15, Block 863, District Lot 526, Plan VAP7737;
- (157) PID: 009-309-462, Lot B, Block D, District Lot 526, Plan VAP10698;
- (158) PID: 006-295-177, Lot 17, Block 1063, District Lot 526, Plan VAP7386;
- (159) PID: 005-242-819, Lot 16, Block 887, District Lot 526, Plan VAP9858;
- (160) PID: 004-333-357, Lot 20, Block F, District Lot 526, Plan VAP10991;
- (161) PID: 009-445-544, Lot 18, Block 887, District Lot 526, Plan VAP9858;
- (162) PID: 002-694-905, Lot 22, Block 999, District Lot 526, Plan VAP5531;
- (163) PID: 002-515-644, Lot 9, Block 1000, District Lot 526, Plan VAP2063;
- (164) PID: 010-285-156, Lot 11, Block 864, District Lot 526, Plan VAP8070;
- (165) PID: 009-596-216, Lot 18, Block 894, District Lot 526, Plan VAP9908;
- (166) PID: 009-309-560, Lot C, Block D, District Lot 526, Plan VAP10698;
- (167) PID: 015-791-271, Lot 4, Block 1000, District Lot 526, Plan VAP2063;
- (168) PID: 010-988-505, Lot 1, Block 8, District Lot 526, Plan VAP2063;
- (169) PID: 009-326-375, Lot 13, Block 1008, District Lot 526, Plan VAP10622;
- (170) PID: 009-326-391, Lot 15, Block 1008, District Lot 526, Plan VAP10622;
- (171) PID: 009-130-187, Lot 19, Block 998, District Lot 526, Plan VAP11186;
- (172) PID: 007-876-483, Lot I, Block 895, District Lot 526, Plan VAP14246;
- (173) PID: 011-138-556, Lot 16, Block 999, District Lot 526, Plan VAP5531;
- (174) PID: 010-988-513, Lot 2, Block 8, District Lot 526, Plan VAP2063;
- (175) PID: 009-326-324, Lot 7, Block 1008, District Lot 526, Plan VAP10622;
- (176) PID: 010-035-737, Lot 1, Block 79, District Lot 526, Plan VAP8550;
- (177) PID: 010-920-803, Lot 1, Block 698, District Lot 526, Plan VAP6309;
- (178) PID: 009-017-224, Lot 14, Block 894, District Lot 526, Plan VAP9908;
- (179) PID: 009-326-367, Lot 12, Block 1008, District Lot 526, Plan VAP10622;
- (180) PID: 009-326-341, Lot 10, Block 1008, District Lot 526, Plan VAP10622;
- (181) PID: 011-323-957, Lot 4, Block 1163, District Lot 526, Plan VAP4757;
- (182) PID: 007-507-011, Lot 8, Block 1164, District Lot 526, Plan VAP4757;
- (183) PID: 014-075-211, Lot 4, Block 1000, District Lot 526, Plan VAP2063;
- (184) PID: 009-309-543, Lot B, Block D, District Lot 526, Plan VAP10698;
- (185) PID: 009-326-448, Lot 22, Block 1008, District Lot 526, Plan VAP10622;
- (186) PID: 009-130-217, Lot 20, Block 998, District Lot 526, Plan VAP11186;
- (187) PID: 009-326-464, Lot 25, Block 1008, District Lot 526, Plan VAP10622;

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



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

Cambie Corridor - RM-8A

map: 2 of 11

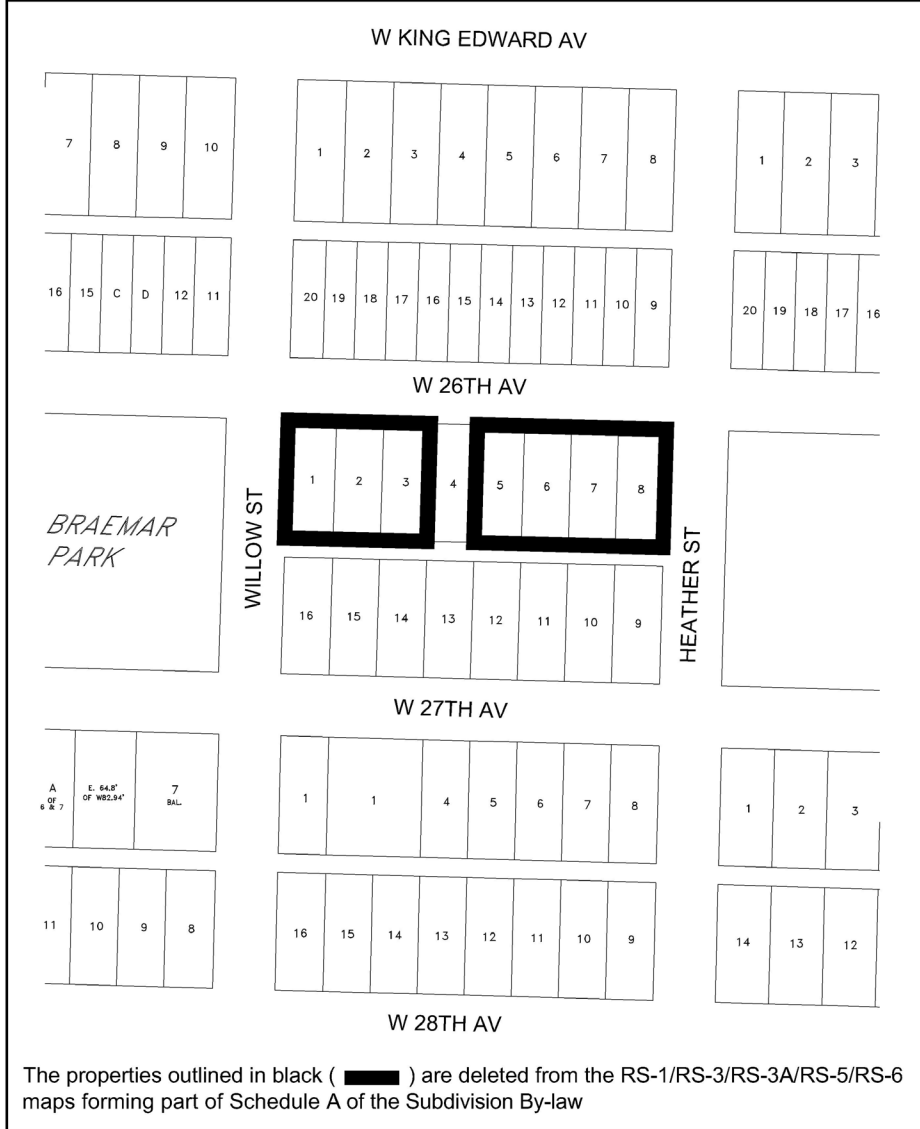
scale: NTS



City of Vancouver

date: 2023-04-17

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



Cambie Corridor - RM-8A

map: 1 of 11

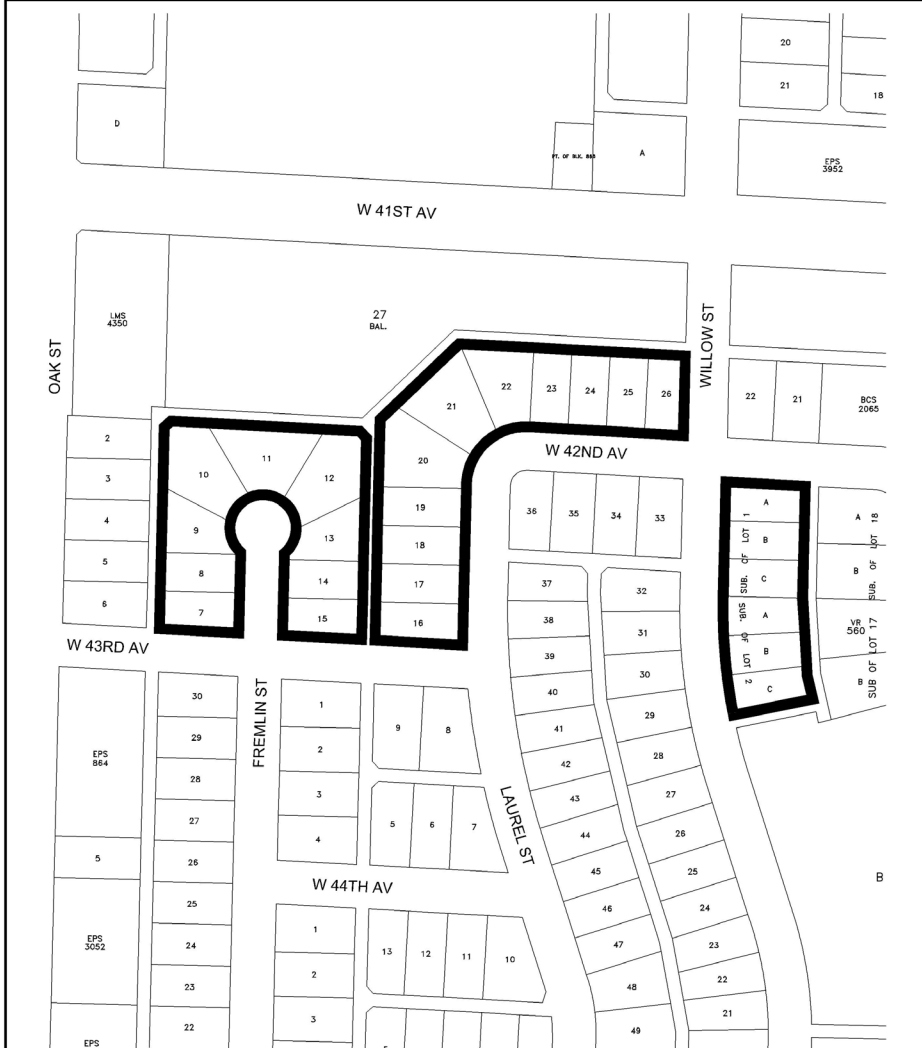
scale: NTS



City of Vancouver

date: 2023-04-17

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



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

Cambie Corridor - RM-8A

map: 3 of 11

scale: NTS



City of Vancouver

date: 2023-04-17

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



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

Cambie Corridor - RM-8A

map: 5 of 11
 scale: NTS



City of Vancouver

date: 2023-04-17

Schedule A

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



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

Cambie Corridor - RM-8A

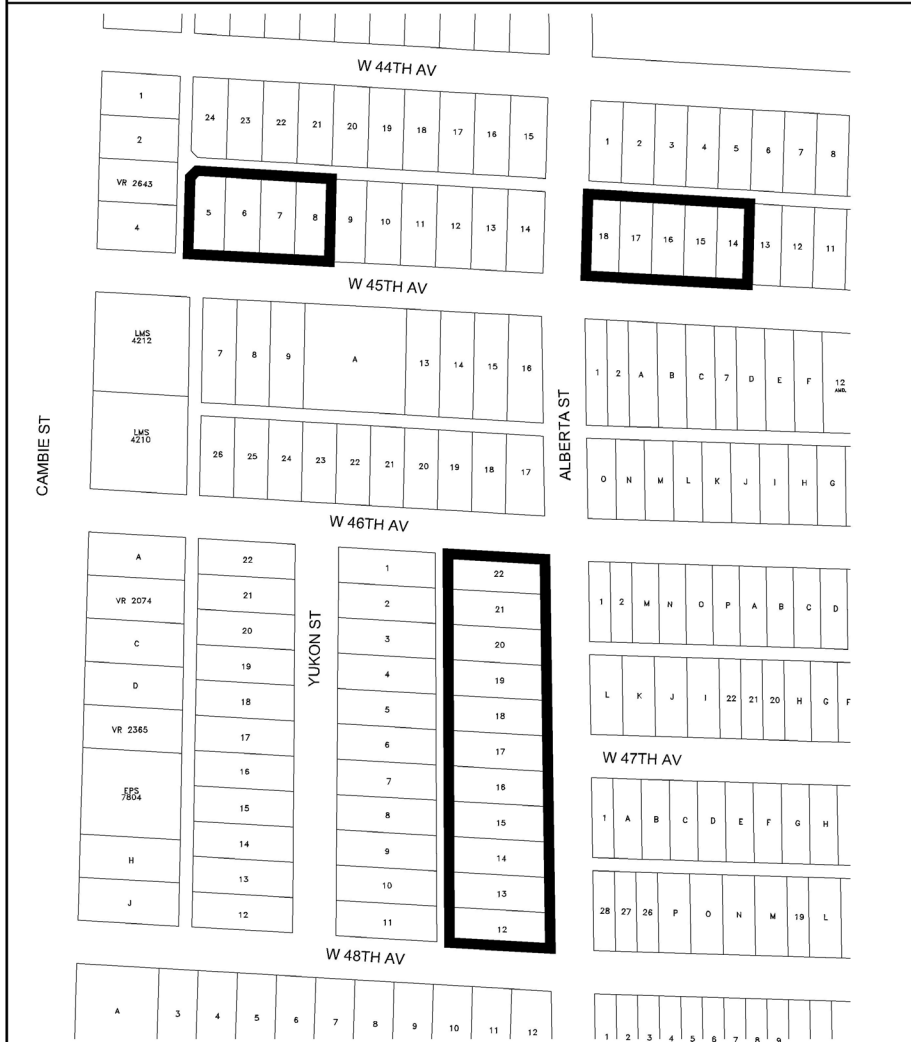
map: 4 of 11
scale: NTS



City of Vancouver

date: 2023-04-17

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



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

Cambie Corridor - RM-8A

map: 6 of 11
 scale: NTS



City of Vancouver

date: 2023-04-17

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

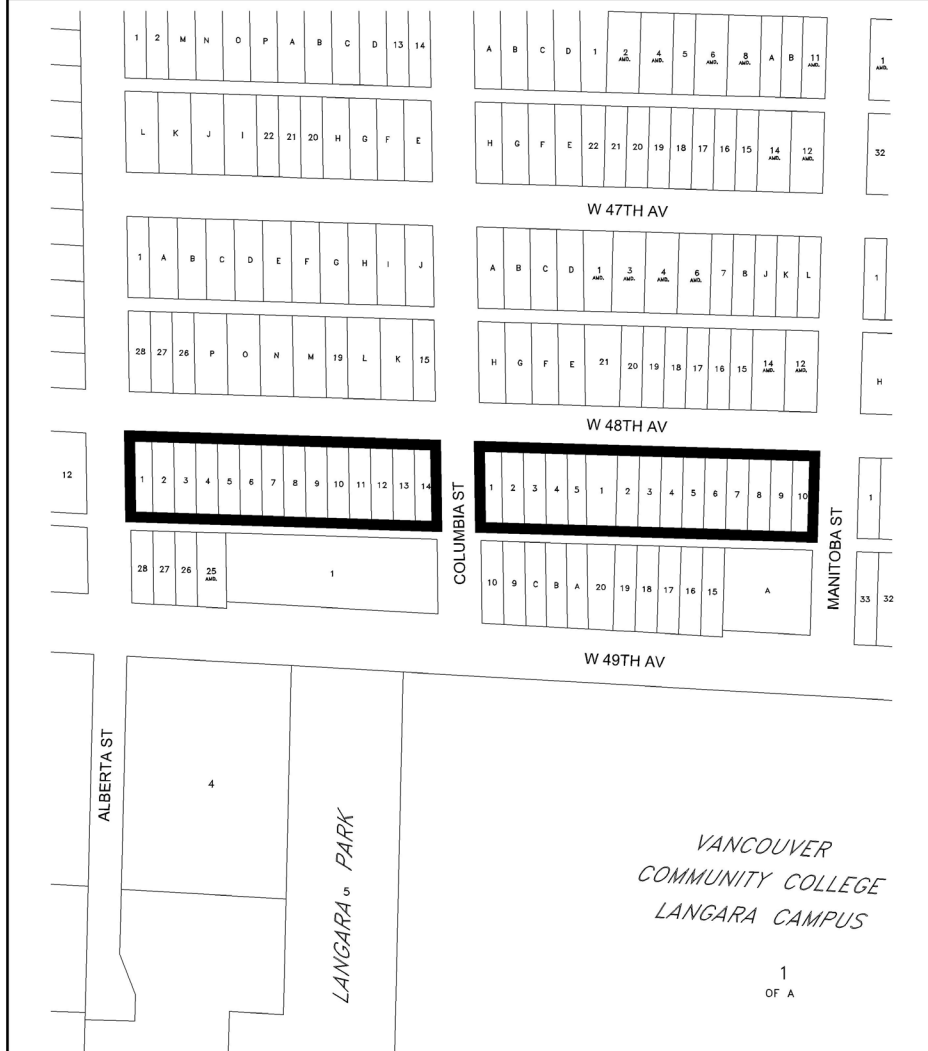


The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

Cambie Corridor - RM-8A	map: 7 of 11 scale: NTS	
City of Vancouver	date: 2023-04-17	

Schedule A

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



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

Cambie Corridor - RM-8A

map: 8 of 11

scale: NTS



City of Vancouver

date: 2023-04-17

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



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

Cambie Corridor - RM-8A

map: 9 of 11

scale: NTS




City of Vancouver

date: 2023-04-17

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



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

Cambie Corridor - RM-8A

map: 10 of 11

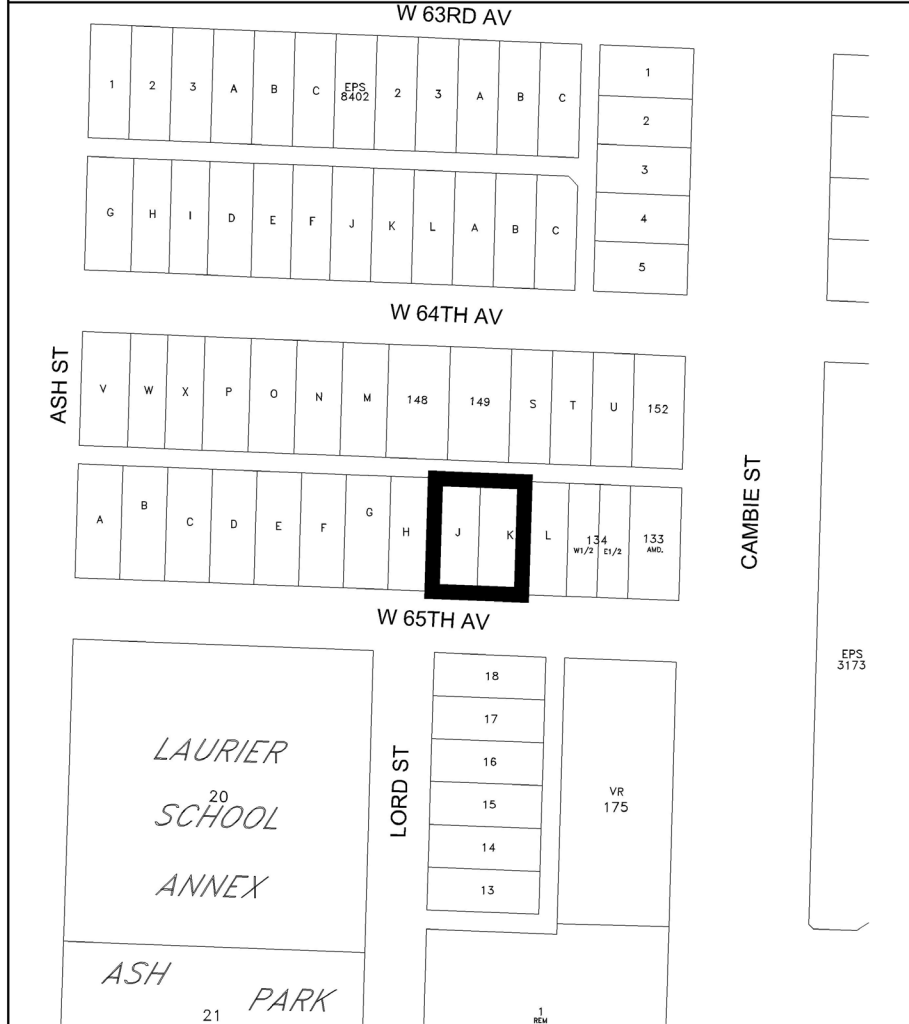
scale: NTS



City of Vancouver

date: 2023-04-18

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



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

Cambie Corridor - RM-8A

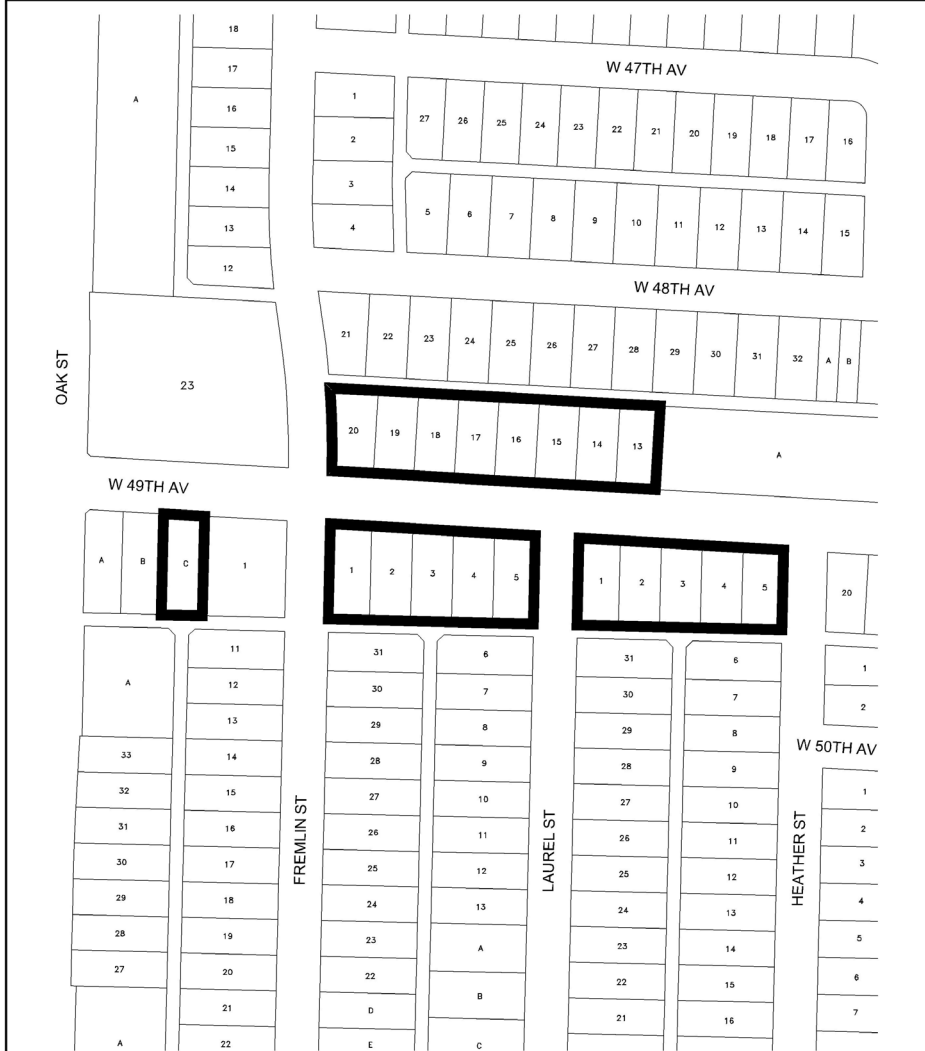
map: 11 of 11
 scale: NTS



City of Vancouver

date: 2023-04-18

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



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

Cambie Corridor - RM-8AN

map: 1 of 3

scale: NTS



City of Vancouver

date: 2023-04-19

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



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

Cambie Corridor - RM-8AN

map: 2 of 3

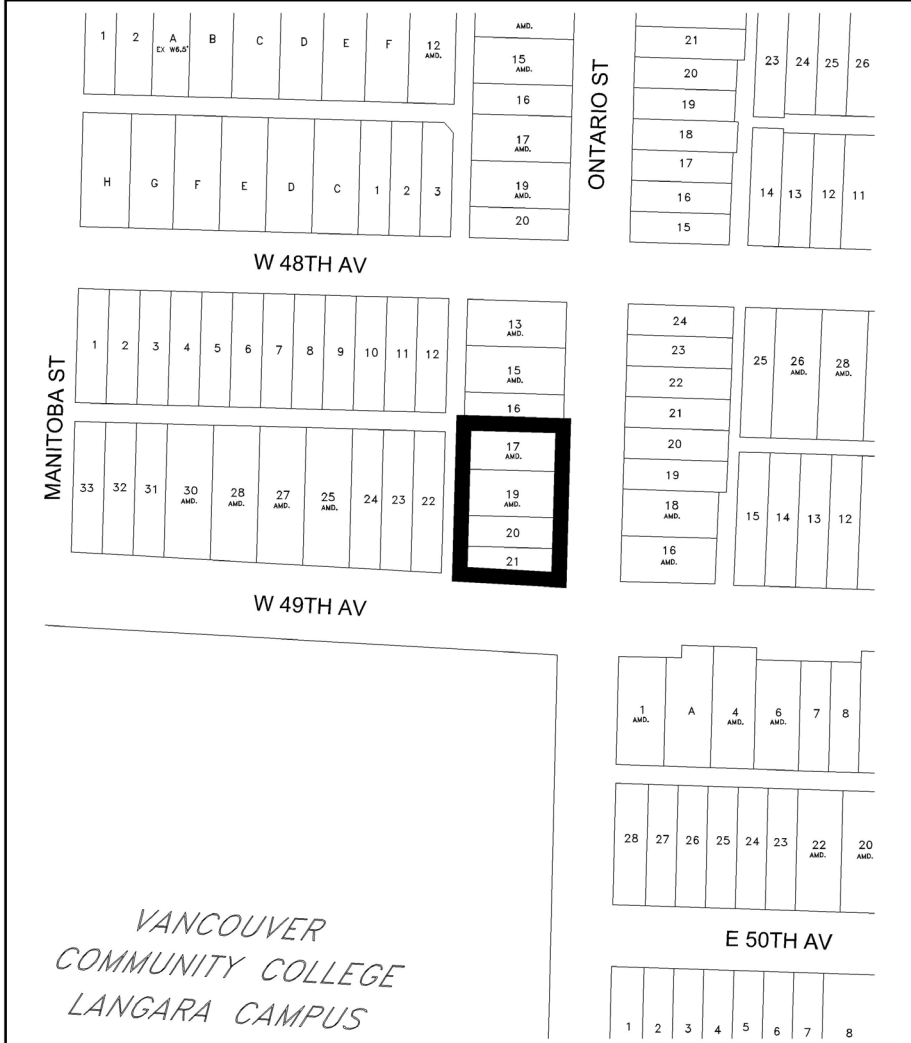
scale: NTS



City of Vancouver

date: 2023-04-19

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



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

Cambie Corridor - RM-8AN

map: 3 of 3

scale: NTS



City of Vancouver

date: 2023-04-19

EXPLANATION**A By-law to amend the
Zoning and Development By-law No. 3575
regarding density bonus shares**

Following the Public Hearing on May 9 and 11, 2023, Council resolved to amend the Zoning and Development By-law regarding density bonus contribution rates to come into force and take effect on September 30, 2023.

Director of Legal Services
May 30, 2023

BY-LAW NO. _____

**A By-law to amend the
Zoning and Development By-law No. 3575
regarding density bonus shares**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law.
2. Council strikes out Schedule F and substitutes Schedule F attached to this by-law as Schedule A.
3. In the I-1A District Schedule and the I-3 District Schedule, Council:
 - (a) in section 3.1.1.2, adds “or per affordable housing share” after “per amenity share”;
 - (b) in section 3.1.1.3, adds “or affordable housing shares” after “amenity shares”;
 - (c) in section 4.1, adds “and Affordable Housing Shares” after “Amenity Shares”; and
 - (d) in section 4.1.2, adds “or affordable housing share” after “an amenity share”.
4. In the I-1B District Schedule, Council:
 - (a) in sections 3.1.1.2 and 3.1.1.3, adds “or per affordable housing share” after “per amenity share”;
 - (b) in section 3.1.1.4, adds “or affordable housing shares” after “amenity shares”;
 - (c) in section 4.1, adds “and Affordable Housing Shares” after “Amenity Shares”;
 - (d) in section 4.1.2, adds “or affordable housing share” after “an amenity share” wherever it appears; and
 - (e) in section 4.1.3, adds “or affordable housing share” after “an amenity share” wherever it appears.
5. In the FC-2 District Schedule, Council:
 - (a) in section 3.4.1.2(b), adds “or per affordable housing share” after “per amenity share”;
 - (b) in section 3.4.1.3, adds “or affordable housing shares” after “amenity shares”;
 - (c) in section 4.1, adds “and Affordable Housing Shares” after “Amenity Shares”; and
 - (d) in section 4.1.2, adds “or affordable housing share” after “an amenity share”.
6. In section 4.1.1 of the RM-8, RM-8N, RM-8A, and RM-8AN Districts Schedule, RM-9A and RM-9AN Districts Schedule, RM-9, RM-9N, and RM-9BN Districts Schedule, RM-10 and RM-10N Districts Schedule, RM-11 and RM-11N Districts Schedule, RM-12N District Schedule, I-1A District Schedule, I-1B District Schedule, I-3 District Schedule, and FC-2 District Schedule, Council strikes out section 4.1.1 and substitutes:

SCHEDULE A

Schedule F

Affordable Housing and Amenity Share Cost Schedule

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

Zoning District	Affordable Housing or Amenity Share Cost
RM-8 and RM-8N (Marpole)	\$235.08 per m ²
RM-8A and RM-8AN (Cambie Corridor)	\$646.56 per m ²
RM-8A and RM-8AN (Grandview-Woodland)	\$39.48 per m ²
RM-9 and RM-9N (Marpole)	\$782.30 per m ²
RM-9A and RM-9AN (Norquay)	\$229.15 per m ²
RM-9BN (Joyce-Collingwood)	\$41.37 per m ²
RM-10 and RM-10N (Joyce-Collingwood)	\$176.28 per m ²
RM-11 and RM-11N (Grandview-Woodland)	\$39.48 per m ²
RM-12N (Grandview-Woodland)	\$39.48 per m ²
I-1A (Mount Pleasant)	\$77.77 per m ² (to a max FSR of 5.0 above 3.0 FSR)
I-1B (Mount Pleasant)	Level 1 - \$77.77 per m ² (to a max FSR of 5.0 above 3.0 FSR) Level 2 - \$557.30 per m ² (to a max FSR of 6.0 above 5.0 FSR)
I-3 (False Creek Flats)	\$123.65 per m ²
FC-2 (False Creek Flats)	\$1,410.72 per m ²

For the purposes of this schedule, “amenity” means 1 or more of the following, if they are made generally accessible to the public:

- (a) child day care facility;
- (b) community centre or neighbourhood house;
- (c) cultural facility;
- (d) library;
- (e) park or playground;
- (f) public authority use;
- (g) rink;
- (h) social service centre;
- (i) swimming pool;
- (j) transportation and public realm infrastructure.

SCHEDULE F

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

ANNUAL INFLATION ADJUSTMENT OF AMENITY SHARE COST AND AFFORDABLE HOUSING SHARE COST =

$(\text{ANNUAL CONSTRUCTION INFLATION} \times 0.83) + (\text{ANNUAL PROPERTY VALUE INFLATION} \times 0.17)$

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

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

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

EXPLANATION**Heritage Designation By-law
Re: 852 Seymour Street**

At a public hearing on May 11, 2023, Council approved a recommendation to designate the structure and existing building's front façade at 852 Seymour Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 30, 2023

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 1406 - 1410 East King Edward Avenue**

Following public hearing on June 14, 2022, Council approved in principle the land owner's application to rezone the above noted property from RM-1N (Residential) 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.

A Housing Agreement has been accepted and signed 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
May 30, 2023



1. Application

**Alisha Pamar
 City of Vancouver
 453 West 12th Avenue
 Vancouver BC V5Y 1V4
 604.829.2001**

Social Housing Agreement(1406-1410 E. King Edward Ave)
 22-01220

2. Description of Land

PID/Plan Number	Legal Description
019-138-725	LOT X NORTH PART OF BLOCKS 1 AND 3 DISTRICT LOT 352 PLAN LMP21362
019-138-733	LOT Y NORTH PART OF BLOCKS 1 AND 3 DISTRICT LOT 352 PLAN LMP21362

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument

4. Terms

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

5. Transferor(s)

CITY OF VANCOUVER

6. Transferee(s)

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

7. Additional or Modified Terms




8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)


 ALISHA P. PARMAR
 453 WEST 12TH AVENUE
 VANCOUVER, B.C. V5Y 1V4
 BARRISTER & SOLICITOR

YYY-MM-DD
 2023-05-02

CITY OF VANCOUVER, as Transferor
 By their Authorized Signatory


 JEFFREY M. GREENBERG

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYY-MM-DD

CITY OF VANCOUVER, as Transferee
 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
(Social Housing)

1406 - 1410 East King Edward Avenue

WHEREAS:

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

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

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

C. The Owner made an application to rezone the Lands (the "Rezoning") from RM-1N (Residential) District to a CD-1 (Comprehensive Development) District, to increase the maximum floor space ratio (FSR) from 1.20 to 11.07 and increase the maximum building height from 10.7 m (35 ft.) to 51.0 m (167 ft.), and to 54.0 m (177 ft.) for a partial 14th-floor rooftop amenity area, to permit the development of a 13-storey residential building containing 109 social housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following condition:

- "2.7 *Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and Section 219 Covenant to secure all residential units as social housing units for the longer of 60 years or the life of the building, subject to the following conditions and requirements:*
- (a) *A no separate-sales covenant;*
 - (b) *A no stratification covenant;*
 - (c) *A provision that none of such units will be rented for less than one month at a time;*
 - (d) *A requirement that all units comply with the definition of "social housing" in the applicable City Development Cost Levy By-law;*
 - (e) *A requirement that a minimum 50% of all dwelling units be rented for no more than the shelter component of Income Assistance;*
 - (f) *A requirement that for the balance of dwelling units,*
 - (i) *be rented to tenants with aggregate household incomes (at the commencement date of the tenancy) at or below 50% of the maximum housing income limits as set out in the current*

{01873552v5}

Housing Agreement (Social Housing)
1406 - 1410 East King Edward Avenue

“Housing Income Limits” (HILs) table published by the British Columbia Housing Management Commission or equivalent publication, and each rented at rates no more than 30% of the respective tenant’s initial [sic] household income;

- (ii) *A tenant’s aggregate household income shall not exceed the current applicable Housing Income Limit; and*
- (iii) *Annual income testing for the tenants will be required to ensure that the aggregate household incomes of each tenant does not exceed the current BC Housing Income Limit.*
- (g) *If Council, at its sole discretion, approves any financial grants for the purpose of enabling deeper levels of affordability in the project, terms and conditions necessary to secure such affordability as set out in the grant approval; and*
- (h) *Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.*

Note to Applicant: A Housing Agreement is to be entered into the City by by-law enacted pursuant to section 565.2 of the Vancouver Charter.”

(the “Social Housing Condition”); and

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATIONS

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **“City”** and **“City of Vancouver”** are defined in Recital A(ii);
- (c) **“City Manager”** means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (d) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;

{01873552v5}

Housing Agreement (Social Housing)
1406 - 1410 East King Edward Avenue

- (e) **"Commencement Date"** means the date as of which this Agreement has been submitted to the Land Title Office;
- (f) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (g) **"Development Permit"** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"Dwelling Unit"** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **"General Manager of Planning, Urban Design and Sustainability"** means the person appointed from time to time as the City's General Manager of Planning, Urban Design and Sustainability and his/her successors in function and their respective nominees;
- (k) **"Guaranteed Income Supplement"** means an additional benefit that may be added to the Old Age Security pension received by a person aged 65 and older if he/she has a low income and meets other specified criteria, which is administered and paid by the Government of Canada;
- (l) **"Housing Income Limit" or "HIL"** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation's Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (m) **"Income Assistance"** means financial assistance for a person in financial need who has no other resources and meets other specified criteria, which is administered and paid by the Government of British Columbia;
- (n) **"Land Title Act"** means the Land Title Act, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (o) **"Lands"** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided by air space parcel subdivision, and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **"Lands"** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (p) "**Losses**" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) "**New Building**" means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (r) "**Occupancy Permit**" means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands;
- (s) "**Old Age Security**" means a monthly pension payment available to certain persons aged 65 and older who meet specified legal status, residence and other requirements, which is administered and paid by the Government of Canada;
- (t) "**Owner**" means the Transferor, CITY OF VANCOUVER, and any successors in title to the Lands or a portion of the Lands;
- (u) "**Owner's Personnel**" means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (v) "**Rental Housing**" means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public (subject to Article 2), at arms length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto;
- (w) "**Replacement Social Housing Unit**" has the meaning ascribed to that term in section 2.1(b) and "**Replacement Social Housing Units**" means all of such units;
- (x) "**Residential Tenancy Act**" means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) "**Rezoning**" means the rezoning of the Lands as described in Recital C;
- (z) "**Social Housing**" has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
 - (i) in which at least 30% of the dwelling units are occupied by households with incomes below Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication;

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

1.2 Interpretation. In this Agreement:

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

- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the Form C General Instrument - Part 1 is fully executed and to subsequent amendments to or replacements of the statute or regulations.
- (f) Legislation. Any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute and regulations that may be passed which have the effect of supplementing or superseding such statutes and regulations.
- (g) Time. Time shall be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time shall be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

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

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Housing Agreement (Social Housing)
1406 - 1410 East King Edward Avenue

- (i) not less than 50% of the Social Housing Units, will be occupied only by persons eligible for either Income Assistance or a combination of Old Age Security pension and the Guaranteed Income Supplement and rented at rental rates no higher than the shelter component of Income Assistance;
- (ii) the balance of the Social Housing Units will be:
 - A. occupied only by households with incomes at or below 50% of the HIL applicable as of the date the tenancy commences, provided that the household income may increase over the course of the tenancy so long as it does not exceed the then current HIL; and
 - B. each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit; and
- (iii) not less than 50% of the Social Housing Units will be provided with support services, being access to on-site services including a meal program, staffing, and health and wellness services;
- (e) annually throughout the Term, the Owner will verify the income of the persons occupying the Social Housing Units described in Section 2.1(d)(ii) to ensure that household income does not exceed the then current HIL;
- (f) throughout the Term, the Social Housing Units will only be used for the purpose of providing Rental Housing;
- (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 Social Housing Unit to be sold or otherwise transferred unless:
 - (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same legal and beneficial owner; and
 - (ii) the sale or transfer is to the City or it otherwise obtains the express written consent of the City;
- (h) throughout the Term, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (i) throughout the Term, any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(g), and any subdivision of the Lands in contravention of 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;

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Housing Agreement (Social Housing)
1406 - 1410 East King Edward Avenue

- (j) throughout the Term, the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than at least 30 consecutive days;
- (k) throughout the Term, the Social Housing Units will only be legally and beneficially owned by a non-profit corporation or by or on behalf of the City, the Province of British Columbia or Canada as a single legal entity;
- (l) throughout the Term, it will insure, or cause to be insured, the Lands and the New Building and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands; and
- (m) throughout the Term, it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred.

**ARTICLE 3
OCCUPANCY RESTRICTION ON THE LANDS**

- 3.1 The Owner covenants and agrees with the City in respect of the use of the Lands and the New Building, that:
- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the New Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) proof of the insurance, consistent with the requirements of Section 2.1(l), is in force and effect; and
 - (ii) a final rent roll confirming the rents to be charged to the first occupants of the Social Housing Units following issuance of the Occupancy Permit on a per unit basis, which rents, unit type mix and size will comply with those applicable to the Social Housing Units; and
 - (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).
- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any

Losses that may derive from the withholding of an Occupancy Permit for the New Building until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
RECORD KEEPING**

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

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, the Owner hereby:
- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - A. withholding any permit pursuant to this Agreement; or
 - B. exercising any of its rights under any Section 219 covenant or other right granted to the City pursuant to this Agreement; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement;

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

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

6.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 7 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

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

Attention: Director of Real Estate

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.
- 8.2 Agreement to be a First Charge. The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Development Permit; and
 - (c) which the Director of Legal Services has determined, in their sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

- 8.5 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.
- 8.6 Further Assurances. The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 8.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.
- 8.8 Owner's Representations and Warranties. The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 8.9 Enurement. This Agreement shall enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and assigns.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3970-3998 Main Street**

After the public hearings on July 5, 21 and 26, 2022, Council approved in principle the land owner's application to rezone the above noted property from C-2 (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
May 30, 2023



1. Application

Andrea Shaw, TERRA LAW CORPORATION
2800 - 650 West Georgia Street
Vancouver BC V6B 4N7
604-628-8975

Housing Agreement and Building Use Covenant (Secured Market Rental)
 File no. 505170

2. Description of Land

PID/Plan Number Legal Description

EPP127375 LOT 1 BLOCK 1 DISTRICT LOT 301 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP127375

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument Section 219 Covenant

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

THE LYDIA PROJECT HOLDINGS LTD., NO.BC1312167

6. Transferee(s)



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

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature  <hr/> Renita S. Swamy Barrister & Solicitor Terra Law Corporation Suite 2800 - 650 West Georgia St. Vancouver, BC V6B 4N7 604-628-8962	Execution Date <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023/05/04 </div>	Transferor / Transferee / Party Signature(s) THE LYDIA PROJECT HOLDINGS LTD. By their Authorized Signatory  <hr/> Brandon Mari
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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 <hr/>	Execution Date <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD </div>	Transferor / Transferee / Party Signature(s) CITY OF VANCOUVER By their Authorized Signatory <hr/> Name:
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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.

<p>Electronic Signature</p> <p>Your electronic signature is a representation that you are a designate authorized to certify this document under section 168.4 of the <i>Land Title Act</i>, 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.</p>	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
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TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
(SECURED MARKET RENTAL)

3970 - 3998 MAIN STREET

WHEREAS:

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

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

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

C. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a six-storey building with 58 secured market rental housing units, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-law"):

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

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

affordable rental housing in the Development Cost Levy By-law. A rent roll would be provided indicating the agreed initial monthly rents for each rental unit, when the Housing Agreement is entered into, prior to development permit issuance and prior to DCL calculation during building permit.

(e) Such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require.”; and

D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. 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;
- (b) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Development"** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;

- (i) **“Dwelling Unit”** means a self-contained dwelling unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“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;
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, 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;
- (o) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any 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 any Development Permit;
- (p) **“Occupancy Permit”** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (q) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely, The Lydia Project Holdings Ltd., and all of its assigns, successors and successors in title to the Lands and, if any portion of the Lands are subdivided by way of strata plan, then “Owner” includes, without limitation, any strata corporation(s) thereby created;
- (r) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or

- (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (s) **“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;
- (t) **“Rental Housing Units”** means all the Dwelling Units, currently anticipated being at least 58 in number, to be used as Rental Housing and contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (u) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2(c) and **“Replacement Rental Housing Units”** means all of such units;
- (v) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (w) **“Rezoning”** means the rezoning of the Lands described in Recital C;
- (x) **“Rezoning By-law”** has the meaning ascribed to it in Recital C;
- (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); and
- (aa) **“Vancouver Charter”** the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 58 Rental Housing Units, in accordance with this

Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;

- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the Final Occupancy permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 58 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "**Replacement Rental Housing Unit**"), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.8;
- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

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

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect;
 - (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);
 - (iii) if the Owner has obtained a waiver of the development cost levy, as provided for in the DCL By-law and as contemplated in rezoning condition 2.6(d) as set out in Recital C, this Agreement has been modified or replaced to secure the maximum average unit sizes and maximum average unit rents, as set out in the DCL By-law; and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 ENFORCEMENT

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

**ARTICLE 5
RELEASE AND INDEMNITY**

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

(a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

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

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
- (C) withholding any permit pursuant to this Agreement; or
- (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or

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

except in each case to the extent that such Losses are attributable to the gross negligence or wrongful intentional acts on the part of the City or the City Personnel; and

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

(i) this Agreement;

(ii) the City or City Personnel:

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
- (B) withholding any permit pursuant to this Agreement;
- (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or

- (D) exercising any of its rights under any Section 219 covenant, Vancouver Charter Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

except in each case to the extent that such Losses are attributable to the gross negligence or wrongful intentional acts on the part of the City or the City Personnel.

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

5.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 6 NOTICES

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

- (a) If to the City:

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

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

- (b) If to the Owner:

The Lydia Project Holdings Ltd.
1535 West Broadway Street
Vancouver, British Columbia
V6J 1W6

Attention: Brandon Mari

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

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

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

ARTICLE 7 MISCELLANEOUS

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

7.2 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 Crown 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 the Rezoning or 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.

7.3 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.

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

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

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

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

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

7.8 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 in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee 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 7.8 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

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

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 4575 Granville Street**

After public hearing on October 14, 2021, Council approved in principle the land owner's application to rezone the above noted property from RS-5 (Residential) 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
May 30, 2023



1. Application

CGM Lawyers
Suite 200 - 6325 Fraser Street
Vancouver BC V5W 3A3
604-738-8816

2. Description of Land

PID/Plan Number	Legal Description
011-002-689	LOT 13 BLOCK 790 DISTRICT LOT 526 PLAN 6011

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Instrument
PRIORITY AGREEMENT		granting the above Covenant priority over Mortgage CA9351369

4. Terms

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

5. Transferor(s)

JAGMOHAN SINGH PABLA
KAMLESH RANI PABLA
CANADIAN IMPERIAL BANK OF COMMERCE

6. Transferee(s)


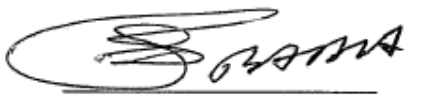

CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4

7. Additional or Modified Terms



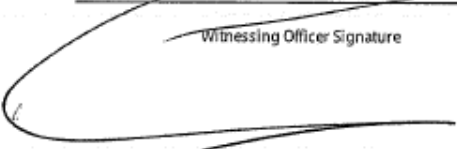
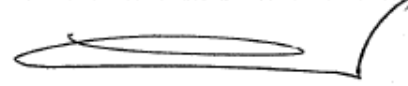
8. Execution(s)

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

Witnessing Officer Signature	Execution Date	Transferor / Transferee / Party Signature(s)
 DEEPAK CHODHA BARRISTER AND SOLICITOR CGM LAWYERS 200 - 6325 FRASER STREET VANCOUVER BC V5W 3A3 TEL: 604 736 8816 FAX: 604 736 8774	YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">2023-03-14</div>	 JAGMOHAN SINGH PABLA  KAMLESH RANI PABLA

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 / Transferee / Party Signature(s)
 AKASH SABLOK A Notary Public in and for the Province of British Columbia 6108 Fraser Street Vancouver, BC, Canada V5W 3A1	YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;">2023-03-27</div>	CANADIAN IMPERIAL BANK OF COMMERCE By their Authorized Signatory  GUGGIT HAYRE Manager

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 / Transferee / Party Signature(s)
_____ _____	YYYY-MM-DD <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> </div>	CITY OF VANCOUVER By their Authorized Signatory _____

Officer Certification

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



Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED MARKET RENTAL HOUSING

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferors, JAGMOHAN SINGH PABLA and KAMLESH RANI PABLA, together, are called the "Owner", as more particularly defined in Section 1.1(r); and
 - (II) the Transferee, CITY OF VANCOUVER, is herein called the "City", as more particularly defined in Section 1.1(c);
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-5 (Residential) District to CD-1 (Comprehensive Development) District to increase the maximum floor space ratio from 0.85 to 1.23 and to increase the maximum building height from 10.7 metres to 11.9 metres to permit the construction of a four-storey residential building containing a total of 24 secured market rental housing units (the "Development"), and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the rezoning bylaw (the "Rezoning Bylaw"), the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to:

"enter into a Housing Agreement and/or Section 219 Covenant to secure all residential units as secured rental housing for the longer of 60 years and the life of the building, subject to the following additional conditions:

- (a) a no separate-sales covenant;*
- (b) a no stratification covenant;*
- (c) that none of such units will be rented for less than one month at a time;*
- (d) that, if a waiver of the Development Cost Levies is sought pursuant to the Development Cost Levy By-law, prior to rezoning enactment all proposed residential units will meet the definition of "for-profit affordable rental housing" in the Development Cost Levy By-law and accordingly, the average size of all residential units will not be greater than specified for for-profit affordable rental housing in the Development Cost Levy By-law, and the average initial rents for all proposed residential units will not exceed rents specified for for-profit affordable rental housing in the Development Cost Levy By-law. A rent roll would be provided indicating the agreed initial monthly rents for each rental unit, when the Housing Agreement is entered into, prior to*

development permit issuance and prior to DCL calculation during building permit; and

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

Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to Section 565.2 of the Vancouver Charter and/or a Section 219 Covenant.

Note to Applicant: If the applicant chooses to seek a waiver of the Development Cost Levies at the development permit stage (and had not sought a waiver prior to rezoning enactment), a new Housing Agreement will be required prior to development permit issuance to secure the obligations described in subsection (d) above.”;

D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** means the City of Vancouver as a corporate entity;
- (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 of Vancouver”** means, save only for its use in Section 1.1(c), the City of Vancouver as a geographical location;
- (f) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;

- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning Bylaw;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (j) **“Dwelling Unit”** has the meaning set out in the City’s *Zoning and Development By-law* No. 3575, as amended or replaced from time to time;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;

- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **“Lands”** means the parcel of land situate in the City of Vancouver and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any 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 any 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 Transferors, JAGMOHAN SINGH PABLA and KAMLESH RANI PABLA, and any successors in title to the Lands or any portion thereof;

- (s) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
- (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in Section 1.1(s)(i)(A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“Rental Housing Units”** means the new units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (v) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (w) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (y) **“Rezoning Bylaw”** has the meaning ascribed to it in Recital C;
- (z) **“Term”** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
- (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;

- (aa) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii); and
- (bb) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

ARTICLE 2
RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 24 Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City bylaws 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 of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 24 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a "Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable bylaws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
 - (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
 - (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 7.7;
 - (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld;

- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands.

ARTICLE 3

OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

**ARTICLE 4
ENFORCEMENT**

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

**ARTICLE 5
RELEASE AND INDEMNITY**

- 5.1 Release and Indemnity.** Subject to Section 5.3, the Owner covenants and agrees as follows:

- (a) it will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:

- (i) by reason of the City or City Personnel:
- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (C) withholding any permit pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

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

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

- (i) this Agreement;

- (ii) the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement;
 - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - (D) exercising any of its rights under any Section 219 covenant, *Vancouver Charter* Section 562.2 housing agreement or other right granted to the City pursuant to this Agreement; or
 - (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
 - (iv) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,
- whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel.

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

5.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 5.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 5.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a

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

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 5.3(b).

- (c) Regardless of whether the claim is being defended under Section 5.3(a) or Section 5.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 6 NOTICES

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

- (a) If to the City, addressed to:

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

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

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

JAGMOHAN SINGH PABLA and/or KAMLESH RANI PABLA
4575 Granville Street
Vancouver, BC V6H 3M1

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

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

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

ARTICLE 7 MISCELLANEOUS

- 7.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 7.2 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 the 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.
- 7.3 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.

- 7.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 7.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.
- 7.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 7.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee 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 7.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 7.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 7.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised

in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA9351369;
- (b) "Existing Chargeholder" means CANADIAN IMPERIAL BANK OF COMMERCE;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3551 East Hastings Street**

The land owner applied to the City to develop the Lands pursuant to Development Application DP-2022-00584 to permit the development of a six-storey mixed-use building containing 56 secured market rental units with Retail and Services uses at grade with retail on the ground floor and residential on the second to fourth floor's. The Development Application was approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner securing all residential units as for-profit affordable rental housing units. During the permitting process, the land owner elected to forego seeking a waiver of development cost levy charges under section 3.1A of the Vancouver DCL By-law and instead secure all rental housing as secured market rental, and accordingly, the Housing Agreement attached to this By-law was accepted and executed by the land owner.

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
May 30, 2023



Land Title Act
Charge

General Instrument – Part 1

1. Application

**SAMPSON DAVIE FANE VOLPIANA LLP
Barristers and Solicitors
408 - 355 Burrard Street
Vancouver BC V6C 2G8
604.343.1930**

File No.: 1246-22-0803
Attention: Herman Li / Kelly Boreham
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number	Legal Description
EPP126304	LOT 1 OF LOT 47 TOWN OF HASTINGS SUBURBAN LANDS PLAN EPP126304

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA8166247 and Assignment of Rents CA8166248

4. Terms

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

5. Transferor(s)

3555 EAST HASTINGS HOLDINGS CORP., NO.BC0970728
HSBC BANK CANADA, AS TO PRIORITY

6. Transferee(s)

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

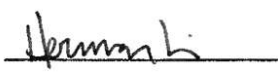
7. Additional or Modified Terms



8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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



HERMAN LI
BARRISTER & SOLICITOR
 SAMPSON DAVIE FANE VOLPIANA LLP
 SUITE 408 - 355 BURRARD STREET
 VANCOUVER, B.C. V6C 2G8
 (604) 343-1941

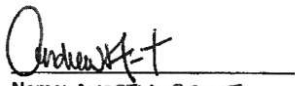
Execution Date

YYY-MM-DD

2023-05-03

Transferor / Transferee / Party Signature(s)

3555 EAST HASTINGS HOLDINGS CORP.
 By its Authorized Signatory(ies):



Name: **ANDREW GRANT**

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



LEPONG JIANG
 A Commissioner for Taking Affidavits
 for British Columbia
 885 West Georgia Street, Vancouver, BC V6C 3G1
 Commission Expires: November 30, 2025

Execution Date

YYY-MM-DD

2023-05-11

Transferor / Transferee / Party Signature(s)

HSBC BANK CANADA
 By its Authorized Signatory(ies):



Name: **Kristy Todd Nittar**
 Senior Director, CRE, HSBC



Name: **GARY KATAYAMA**
 Assistant Vice President
 Commercial Real Estate

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 / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
By its Authorized Signatory:

Name:

Officer Certification

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

Electronic Signature

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

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

3551 EAST HASTINGS STREET

WHEREAS:

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

- (i) the Transferor, **3555 EAST HASTINGS HOLDINGS CORP.**, is herein called the “**Owner**” as more particularly defined in Section 1.1(s); and
- (ii) the Transferee, **CITY OF VANCOUVER**, is herein called the “**City**” or the “**City of Vancouver**” when referring to corporate entity, and “**Vancouver**” when referring to geographic location;

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

C. The Owner made a development permit application for the Lands under number DP-2022-00584 (the “**Development Permit Application**”) to develop on the Lands a six storey mixed-use building containing 56 secured market rental units with retail and services uses at grade, with two levels of underground parking;

D. The Development Permit Application was approved by the Development Permit Board in principle subject to, *inter alia*, fulfilment of the condition that the Owner make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all residential units in the Building, as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City’s Secured Rental Policy Program, for a term equal to the longer of 60 years and the life of the building, subject to the following additional conditions:

- (i) a no separate sales covenant;
- (ii) a no stratification covenant;
- (iii) that none of such units will be rented for less than one month at a time; and
- (iv) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may in their sole discretion require;

(the “**Market Rental Housing Condition**”); and

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

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **“Building”** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Commencement Date”** means the date as of which this Agreement has been executed by all parties to it;
- (g) **“Development Permit”** means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit Application;
- (h) **“Development Permit Application”** has the meaning ascribed to that term in Recital C;
- (i) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (k) **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;

- (m) **“Lands”** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgments, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“Market Rental Housing”** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital D;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Occupancy Permit”** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **“Owner”** means the Transferor, 3555 EAST HASTINGS HOLDINGS CORP., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **“Owner’s Personnel”** means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (u) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

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

1.2 Interpretation. In this Agreement:

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

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

**ARTICLE 2
RESTRICTIONS ON USE AND SUBDIVISION**

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain such number of Housing Units as required by and in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "**Market Rental Housing Units**"), together with the related amenity and parking spaces required as a condition of the Development Permit for the use of the Market Rental Housing Units, all to the satisfaction of the City;
- (c) throughout the Term, not less than 35% of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have two (2) bedrooms or three (3) bedrooms to the satisfaction of the City, and provided that, subject to the approval and confirmation in writing by the General Manager of Planning, Urban Design and Sustainability or the Development Permit Board in their sole discretion, and compliance with this Agreement and any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such unit mix may be adjusted prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement;
- (d) throughout the Term, all of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;

- (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units subject further to Section 7.8;
- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by airspace subdivision plan so long as all of the Market Rental Housing Units and all related amenity or parking spaces for use of the Market Rental Housing Units are contained within one airspace parcel. Following such a subdivision, the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the one containing all of the Market Rental Housing Units (whereupon the term "Lands" as used in this Agreement will be read as not including such other parcel(s)), and the City will on request of the Owner execute and deliver such partial discharge, provided that:
- (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units and all related amenity or parking spaces or in respect of the parcel encompassing the Market Rental Housing Units and all related amenity or parking spaces pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable), or any related amenity or parking spaces for use of the Market Rental Housing Units in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;

- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all related amenity or parking spaces and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, reasonable wear and tear excepted, to the standard of a reasonable and prudent owner of similar buildings and lands. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any related amenity or parking spaces or any part of any thereof are/is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred; and
- (k) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, and all required related amenity or parking spaces, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City.

ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units and, if applicable, all related amenity or parking spaces, including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof available for inspection and copying by the City, provided that the foregoing will be subject to, and the City will comply with, the Owner’s statutory obligations with respect to privacy of such information.

ARTICLE 4 ENFORCEMENT

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

ARTICLE 5 RELEASE AND INDEMNITY

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

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

whether or not any Losses are the result of, or relate in any way, to any negligence acts or omissions on the part of the City Personnel, except to the extent that any such Losses are the result of the gross negligence or wrongful intentional acts by the City or City Personnel; and

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

whether or not any Losses are the result of, or relate in any way, to any negligence acts or omissions on the part of the City Personnel, except to the extent that any such Losses are the result of the gross negligence or wrongful intentional acts by the City or City Personnel.

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

5.2 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel,

then the City will give notice of such claim to the Owner and, subject to Section 5.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.

- (b) Section 5.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 5.2(a) in the following circumstances:
- (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

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

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

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

ARTICLE 6 NOTICES

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

- (a) If to the City:

City of Vancouver

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

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

(b) If to the Owner:

3555 East Hastings Holdings Corp.
300 - 1030 West Georgia Street
Vancouver, British Columbia V6E 2Y3

Attention: President

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

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

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

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

ARTICLE 7 MISCELLANEOUS

7.1 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated.

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

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

7.4 Vancouver Charter. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be,

if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

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

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

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

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8166247 and the Assignment of Rents registered under number CA8166248;
- (b) **"Existing Chargeholder"** means HSBC BANK CANADA;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 495 West 41st Avenue**

After a public hearing on June 21, 2022, Council approved in principle the land owner's application to rezone the above noted property from C-2 (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.

A Development Permit application for the project was submitted on August 3, 2022. At this time, the applicant opted to take the DCL Waiver. A "prior-to permit issuance" letter securing the DCL Waiver rents for this project was issued in December 2022. A building permit was submitted on February 16, 2023. As contemplated in the conditions of rezoning, the applicant has now decided not to opt for the DCL Waiver and instead will pay the full DCL fee. Real Estate staff have reviewed the applicant's decision to remove the DCL Waiver, and confirm that removing the waiver does not have any implications on CACs, or other development charges.

The applicant's decision to remove the DCL waiver at Development Permit application stage reflects the preference of the applicant. Staff confirm that this does not create any material difference to Council's decision regarding the rezoning application.

Director of Legal Services
May 30, 2023



Land Title Act

Charge

General Instrument – Part 1

1. Application

SAMPSON DAVIE FANE VOLPIANA LLP
Barristers and Solicitors
408 - 355 Burrard Street
Vancouver BC V6C 2G8
604.343.1930

File No. 1013-21-0144
Attention: Herman Li / Kelly Boreham
Housing Agreement and Building Use Covenant (Secured Market Rental Housing)

2. Description of Land

PID/Plan Number	Legal Description
EPP126065	LOT 1 BLOCK 856 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP126065

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument
PRIORITY AGREEMENT		granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CA8431788, Assignment of Rents CA8431789, Mortgage CA8697534, Assignment of Rents CA8697535, Mortgage CA8697536 and Assignment of Rents CA8697537

4. Terms

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

5. Transferor(s)

CAMBIE & 41ST HOLDINGS LTD., NO.BC1262217

THE TORONTO-DOMINION BANK, AS TO PRIORITY

12301253 CANADA INC., NO.A0114530, AS TO PRIORITY

PCI CAMBIE & 41ST DEVELOPMENTS INC., NO.BC1262215, AS TO PRIORITY

6. Transferee(s)

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

7. Additional or Modified Terms



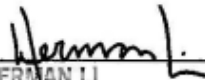
8. Execution(s)

This instrument creates, assigns, modifies, enlarges 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 / Transferee / Party Signature(s)


 HERMAN LI
 BARRISTER & SOLICITOR
 SAMPSON DAVIE FANE VOLPIANA LLP
 SUITE 408 - 355 BURRARD STREET
 VANCOUVER, B.C. V6C 2G8
 (604) 343-1941

YYYY-MM-DD
 2023-05-15

CAMBIE & 41ST HOLDINGS LTD.

By its Authorized Signatory:


 Name: KOSTEN DEJANOV

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

THE TORONTO-DOMINION BANK

By its Authorized Signatory(ies):

Name:

Name:

Officer Certification

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



Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD
 2023-05-15

12301253 CANADA INC.
 By its Authorized Signatories:

HERMAN LI
 BARRISTER & SOLICITOR
 SAMPSON DAVIE FANE VOLPIANA LLP
 SUITE 408 - 355 BURRARD STREET
 VANCOUVER, B.C. V6C 2G8
 (604) 343-1941

Name: KRISTEN DEVANEY

Name: JUSTIN ROUILLARD

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 / Transferee / Party Signature(s)

YYYY-MM-DD
 2023-05-15

PCI CAMBIE & 41ST DEVELOPMENTS INC.
 By its Authorized Signatory:

HERMAN LI
 BARRISTER & SOLICITOR
 SAMPSON DAVIE FANE VOLPIANA LLP
 SUITE 408 - 355 BURRARD STREET
 VANCOUVER, B.C. V6C 2G8
 (604) 343-1941

Name: KRISTEN DEVANEY

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 / Transferee / Party Signature(s)

YYYY-MM-DD

CITY OF VANCOUVER
 By its Authorized Signatory:

 Name:

Officer Certification

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



Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT AND BUILDING USE COVENANT SECURED MARKET RENTAL HOUSING

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferor, CAMBIE & 41ST HOLDINGS LTD., as more particularly defined in Section 1.1(r); and
 - (II) the Transferee, CITY OF VANCOUVER, is herein called the "City", as more particularly defined in Section 1.1(c);
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from C 2 (Commercial) District to CD 1 (Comprehensive Development) District (the "Rezoning Application") to increase the floor space ratio from 2.50 to 6.37 and the building height from 13.8 metres to 45.7 metres and 50.0 metres for the rooftop indoor amenity, to permit the development of one 14-storey mixed use building with 99 secured rental units and commercial space (the "Development"), and after a public hearing to consider the rezoning application, the rezoning application was approved by Vancouver City Council, in principle, subject to, *inter alia*, fulfilment of the condition that, prior to enactment of the Rezoning Bylaw, 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 bylaw enacted pursuant to Section 565.2 of the *Vancouver Charter* securing all dwelling units in the New Building as for-profit affordable rental housing units pursuant to Section 3.1A of the *Vancouver DCL Bylaw* 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;
- D. Prior to enactment of the Rezoning Bylaw, the Owner elected not to construct for-profit affordable rental housing and to construct secured market rental housing and, accordingly, the Owner will not qualify for a waiver of the development cost levies in respect of the residential units to be constructed as part of the Development;
- E. The foregoing is contemplated in the conditions of Rezoning Bylaw enactment and is also indicated in City staff's response to the Owner's "Prior-to Response No. 1" of the Owner's Development Permit application;
- F. The Owner and the City have agreed that prior to enactment of the Rezoning Bylaw, and prior to issuance of an Development Permit, the Owner must 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 the residential units in the Development as secured market rental housing for a term equal to the longer of 60 years or the life of the building, whichever is greater, subject to the following conditions and requirements:

- (I) a no separate-sales covenant;
- (II) a no stratification covenant;
- (III) none of the units are to be rented for less than one month at a time; and
- (IV) such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may, in their sole discretion, require; and

G. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

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 Bylaw and the Development Permit;
- (c) **"City"** means the City of Vancouver as a corporate entity;
- (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 of Vancouver"** means, save only for its use in Section 1.1(c), the City of Vancouver as a geographical location;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Development"** means the development on the Lands described in Recital C as contemplated by the Rezoning Bylaw and approved by a Development Permit;
- (h) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning Bylaw;

- (i) **“Director of Legal Services”** means the chief administrator, from time to time, of the City’s Legal Services Department and his or her successors in function and their respective nominees;
- (j) **“Dwelling Unit”** has the meaning ascribed to such term in the City’s *Zoning and Development By-law* No. 3575, as amended or replaced from time to time;
- (k) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (l) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and her or his successors in function and their respective nominees;
- (m) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **“Lands”** means the parcel of land situate in the City of Vancouver and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **“New Building”** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by the Rezoning Bylaw and any 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 Bylaw and any 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 Transferor, CAMBIE & 41ST HOLDINGS LTD., and any successors in title to the Lands or any portion thereof;

- (s) **“Related Person”** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in Section 1.1(s)(i)(A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (t) **“Rental Housing”** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (u) **“Rental Housing Units”** means the new units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the Rezoning Bylaw, the terms of this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (v) **“Rental Housing Units Parcel”** has the meaning ascribed to such term in Section 3.1(a);
- (w) **“Replacement Rental Housing Unit”** has the meaning ascribed to such term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (x) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **“Rezoning Application”** has the meaning ascribed to that term in Recital C;
- (z) **“Rezoning Bylaw”** means the CD-1 bylaw enacted upon satisfaction of the prior-to conditions imposed by the City following, and as a result of, the Rezoning Application;

- (aa) **"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;
- (bb) **"Vancouver"** has the meaning ascribed to such term in Recital A(ii); and
- (cc) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 99 Rental Housing Units, in accordance with the conditions of enactment of the Rezoning Bylaw, this Agreement, the Development Permit, the Building Permit and all applicable City bylaws 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 of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 99 Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable bylaws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;
 - (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
 - (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7(a);

- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 3;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) excluding reasonable wear and tear, 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 in Vancouver;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3
SUBDIVISION OF THE LANDS AND THE NEW BUILDING**

3.1 Subdivision. Notwithstanding Section 2.1(f):

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

3.2 Air Space Parcel. If the Lands are subdivided by way of an air space plan whereby the Rental Housing Units are contained with the Rental Housing Units Parcel and the balance of the Lands is contained within the remainder, a separate air space parcel or is subdivided by way of strata plan, the Owner shall, as condition of the subdivision of the Lands by way of air space plan (and prior to any subdivision of any parcel other than the Rental Housing Units Parcel by way of strata plan), be required to register a reciprocal air space parcel easement agreement in form satisfactory to the City setting out the respective obligations of the owner the Rental Housing Units Parcel and the owner of the balance of the Lands whereby, without limitation:

- (a) the owner of the Rental Housing Units Parcel shall be responsible for performing the covenants and obligations of the Owner herein as they pertain to the Rental Housing Units Parcel;

- (b) the owner of the balance of the Lands will be responsible for performing the covenants and obligations of the Owner as they pertain to the balance of the Lands; and
- (c) primary responsibility for the maintenance and repair of and insurance for common areas and facilities (including, without limitation, the building envelope and roof) will be assigned to one of the owners;
- (d) the owner of the Rental Housing Units Parcel and the owner(s) of the balance of the Lands will pay equitable shares of the costs of maintenance and repair of and insurance for common areas and facilities; and
- (e) the obligation to replace the Rental Housing Units under Section 2.1(c) will apply where the owner of the Rental Housing Units Parcel and the owner(s) of the balance of the Lands have reached a decision to rebuild the Building or if a new development is to be constructed on the Lands, subject always to the City's development permit process and requirements.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
 - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

6.1 Release and Indemnity. Subject to Section 6.3, the Owner covenants and agrees as follows:

- (a) it will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
 - (C) withholding any permit pursuant to this Agreement; or
 - (D) exercising any of its rights hereunder; or
 - (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel; and

- (b) to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to, by reason of or which could not have been sustained "but for" any of the following:
 - (i) this Agreement;
 - (ii) the release by the City or any or all of the City's rights under this Agreement or the loss of any rights purported to be granted hereby;
 - (iii) the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement;

- (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
- (D) exercising any of its rights hereunder under; or
- (iv) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (v) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except to the extent that such Losses are the result of any gross negligence or wrongful intentional acts by the City or City Personnel.

6.2 Nature of Indemnities. The indemnities in this ARTICLE 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenant granted in this Agreement.

6.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;
 - (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
 - (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims,

suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.3(b).

- (c) Regardless of whether the claim is being defended under Section 6.3(a) or Section 6.3(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law. If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 7 NOTICES

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

- (a) if to the City, addressed to:

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: General Manager of Planning, Urban Design and
Sustainability

with a concurrent copy to the Director of Legal Services

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

Cambie & 41st Holdings Ltd.
300 - 1030 West Georgia Street
Vancouver, BC V6E 2Y3
Attention: President

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

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

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner 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 enactment of the Rezoning Bylaw 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 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.
- 8.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal interests in the title to the Lands with the interests in land created hereby;

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

8.7 Sale of Lands or New Building.

- (a) Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7(a) will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- (b) Subject to Section 8.7(a), neither the Owner nor any successor in title to the Lands shall be liable for breaches of or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion of the Lands, but the Owner or its successors in title, as the case may be, shall remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance and non-performance of covenants herein as the same relate to such portion of the Lands that occurred prior to the Owner or any successor in title, as the case may be, ceasing to be the registered owner of such portion of the Lands

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

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8431788 and the Assignment of Rents registered under number CA8431789;
- (b) **"Existing Chargeholder"** means The Toronto-Dominion Bank;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8697534 and the Assignment of Rents registered under number CA8697535;
- (b) **"Existing Chargeholder"** means 12301253 Canada Inc.;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA8697536 and the Assignment of Rents registered under number CA8697537;
- (b) **"Existing Chargeholder"** means PCI Cambie & 41st Developments Inc.;
- (c) **"New Charges"** means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

- (i) consents to the Owner granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Lands in priority to the Existing Charge 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 Charge or the advance of any money under the Existing Charge.

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

END OF DOCUMENT

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

Following the Public Hearing on April 12, 2022, Council gave conditional approval to the rezoning of the site at 6409 – 6461 Cambie Street and 505 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 30, 2023

6409-6461 Cambie Street and
505 West 49th Avenue

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (851).

Uses

3. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (851), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;
- (c) Institutional Uses;
- (d) Live-Work Use;
- (e) Manufacturing Uses;
- (f) Office Uses;
- (g) Retail Uses;
- (h) Service Uses;
- (i) Utility and Communication Uses; and

- (j) Accessory Uses customarily ancillary to the uses permitted in this section.

Conditions of Use

4.1 The design and layout of at least 35% of the total number of dwelling units must:

- (a) be suitable for family housing; and
- (b) include two or more bedrooms, of which:
 - (i) at least 25% of the total dwelling units must be two-bedroom units, and
 - (ii) at least 10% of the total dwelling units must be three-bedroom units.

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

4.3 All commercial uses and accessory uses must be carried on wholly within a completely enclosed building except for:

- (a) display of flowers, plants, fruits and vegetables in conjunction with a permitted use
- (b) farmers' market;
- (c) neighbourhood public house;
- (d) public bike share; and
- (e) restaurant.

4.4 The Director of Planning may vary the use conditions of section 4.3 to permit the outdoor display of retail goods, and may include such other conditions as the Director of Planning deems necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this by-law.

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 3,413.4 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 4.68.

5.3 The total floor area for commercial uses must be a minimum of 1,173 m².

5.4 The total floor area for residential uses is limited to 4,684 m².

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

5.6 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of these exclusions must not exceed 12% of the floor area being provided, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning first approves the design of sunroofs and walls;
- (c) entries, porches and verandas if the Director of Planning first approves the design;
- (d) areas used for off-street parking and loading, or the taking on or discharging of passengers, located at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (e) areas used for bicycle storage;
- (f) areas used for heating and mechanical equipment;
- (g) all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
- (h) covered outdoor space associated with the childcare facility.

5.7 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, common amenity areas, to a maximum of 10% of the total floor area being provided.

5.8 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, floor area contained in an airspace parcel transferred to the City for public use and benefit.

Building Height

6.1 Building height, measured from base surface, must not exceed 40.5 m.

6.2 Despite section 6.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the height of the portion of the building used for the rooftop mechanical room must not exceed 45.5 m.

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building except those in compliance with Section 10.7.1 of the Zoning and Development By-law; or
- (b) the largest building permitted under the zoning on any adjoining site.

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

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

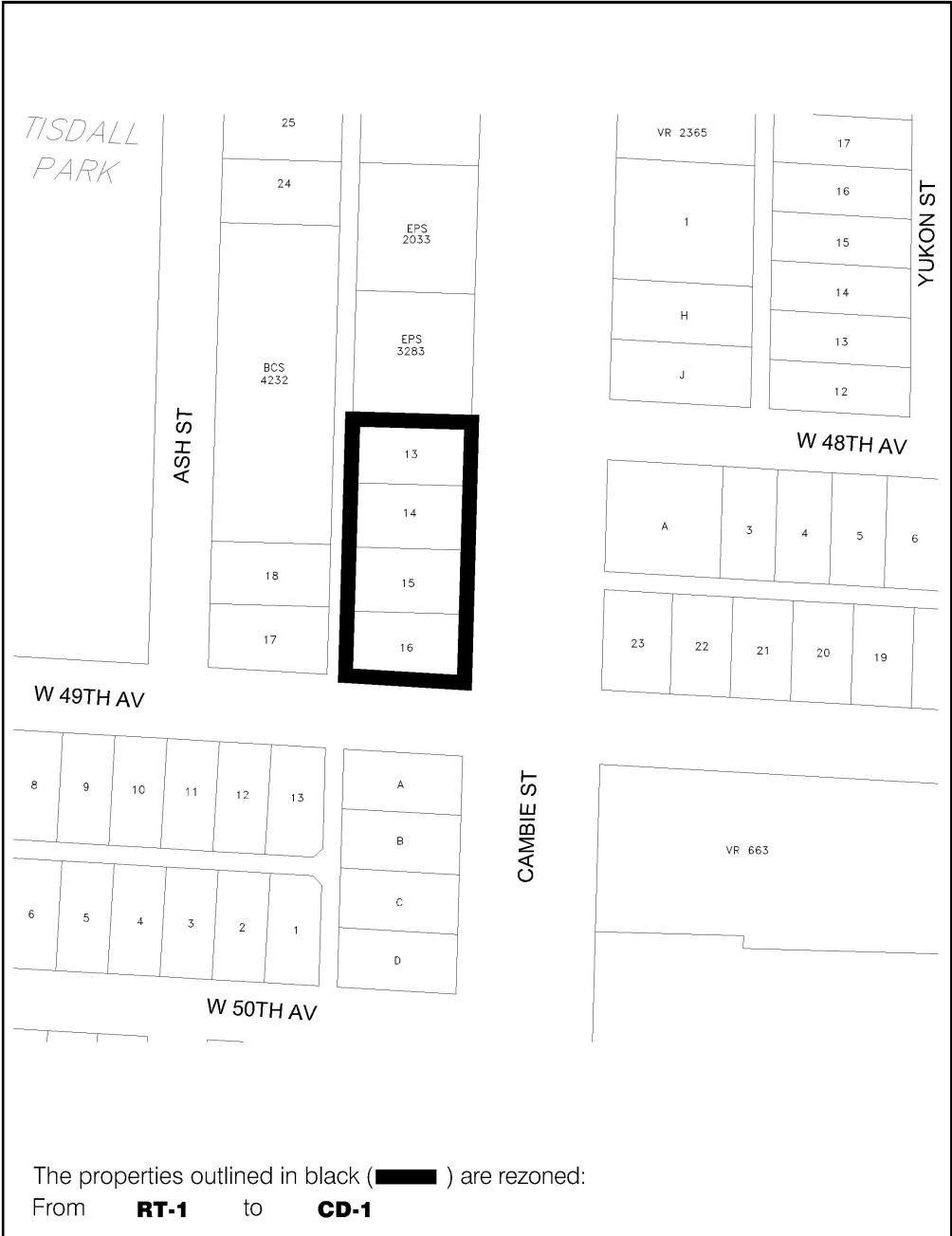
Acoustics

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

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

Severability

9. 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.



The properties outlined in black () are rezoned:
 From **RT-1** to **CD-1**

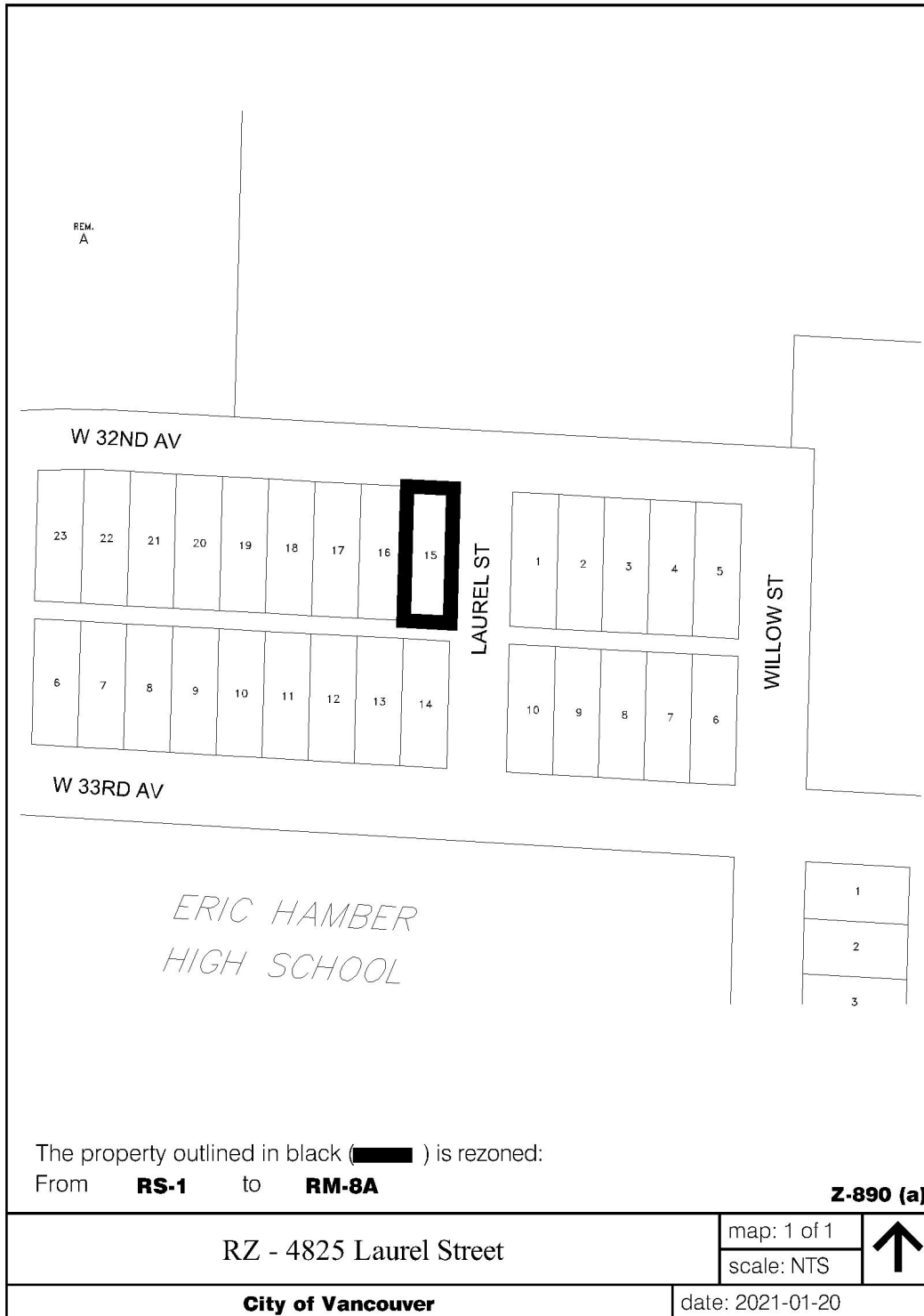
RZ - 6409-6461 Cambie Street & 505 West 49th Avenue	map: 1 of 1	
	scale: NTS	
City of Vancouver	PH date: 2022-04-12	

EXPLANATION

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

Following the Public Hearing on April 15, 2021, Council gave conditional approval to the rezoning of the site at 4825 Laurel Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
May 30, 2023



EXPLANATION

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

Following the Public Hearing on June 21, 2022, Council gave conditional approval to the rezoning of the site at 1332 Thurlow Street and 1065 Harwood Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 30, 2023

1332 Thurlow Street and 1065 Harwood Street

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (852).

Definitions

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

- (a) for the purpose of calculating the total dwelling unit area for section 5.1 of this by-law, “Dwelling Unit Area” is the floor area of each dwelling unit, measured to the inside of all perimeter walls, excluding any floor area as required by section 6.5 of this by-law; and
- (b) “Below-Market Rental Housing Units” means dwelling units where the rents are set, at the commencement of each new tenancy, at rates that do not exceed either 20% or 50% below the Canada Mortgage Housing Corporation (CMHC) average rents for Zone 2 (English Bay), all as secured by a housing agreement registered on title to the property.

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (852), and the only uses for which the Director of Planning or the Development Permit Board will issue development permits are:

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

Conditions of Use

- 5.1 A minimum of 20% of the total dwelling unit area must be below-market rental housing units.
- 5.2 The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing; and
 - (b) include two or more bedrooms.

Floor Area and Density

- 6.1 Computation of floor area must assume that the site area is 1,605.2 m² being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.
- 6.2 The floor space ratio for all uses combined must not exceed 12.61.
- 6.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, both above and below base surface, measured to the extreme outer limits of the building.
- 6.4 Computation of floor area must include all storage area above or at base surface for residential dwelling units.
- 6.5 Computation of floor area and dwelling unit area must exclude:
- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks, if the Director of Planning first approves the design of the sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
 - (d) amenity areas, accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
 - (e) all residential storage areas below base surface.

Building Height

7.1 Building height, measured from base surface to the top of parapet of the uppermost habitable floor, must not exceed 91.44 m.

7.2 Despite the provisions of section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the Director of Planning or the Development Permit Board may permit a greater height than otherwise permitted for roof-top appurtenances such as stairs and elevators for roof-top access, elevator machine rooms, and mechanical screens, and for common roof-top amenity structures that do not exceed a height of 4.6 m contiguous with common outdoor amenity spaces, if the Director of Planning or the Development Permit Board first considers:

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

Horizontal Angle of Daylight

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

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

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

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council and the minimum distance of unobstructed view is not less than 3.7 m.

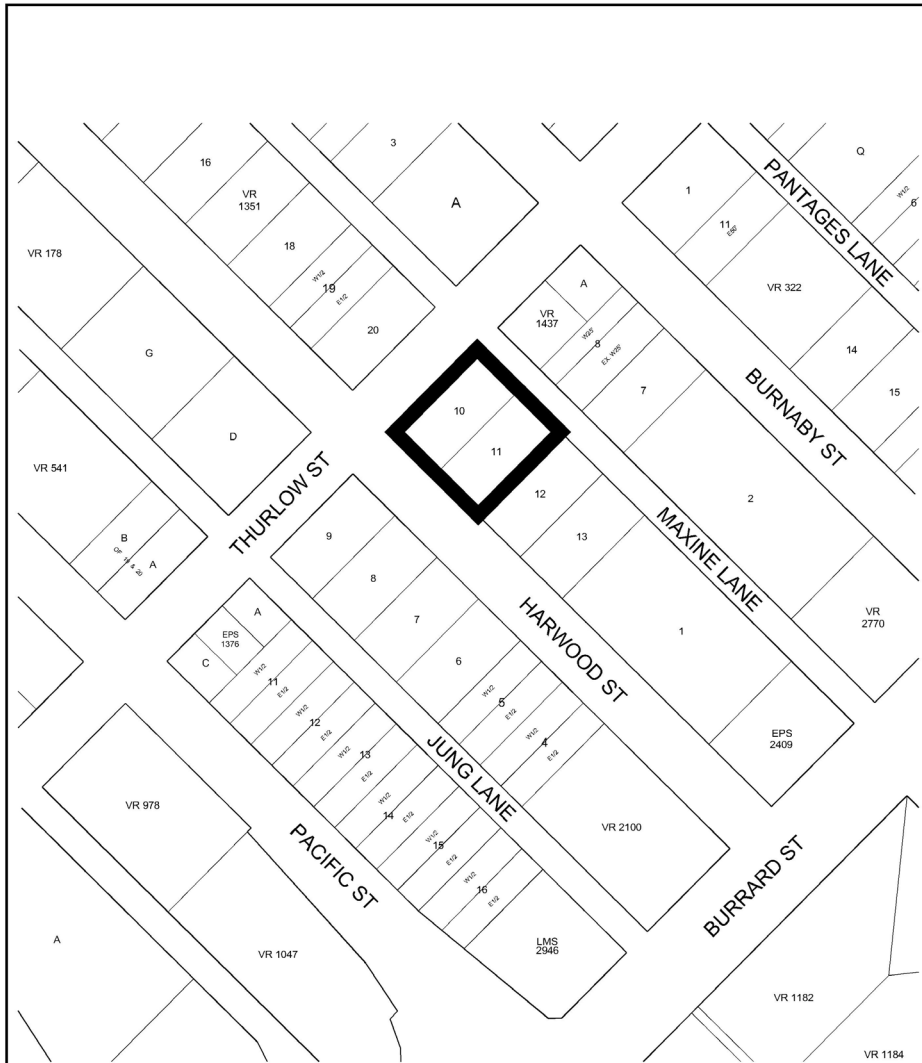
8.5 An obstruction referred to in section 8.2 means:

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


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

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

Schedule A



The properties outlined in black () are rezoned:
From **RM-5A** to **CD-1**

RZ - 1332 Thurlow Street & 1065 Harwood Street	map: 1 of 1	
	scale: NTS	
City of Vancouver	ph date: 2022-06-21	

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

Following the Public Hearing on June 21, 2022, Council gave conditional approval to the rezoning of the site at 1066-1078 Harwood Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
May 30, 2023

1066-1078 Harwood Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (853).

Definitions

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

- (a) for the purpose of calculating the total dwelling unit area for section 5.1 of this by-law, "Dwelling Unit Area" is the floor area of each dwelling unit, measured to the inside of all perimeter walls excluding any floor area as required by section 6.5 of this by-law; and
- (b) "Below-Market Rental Housing Units" means dwelling units where the rents are set, at the commencement of each new tenancy, at rates that do not exceed either 20% or 50% below the Canada Mortgage Housing Corporation (CMHC) average rents for Zone 2 (English Bay), all as secured by a housing agreement registered on title to the property.

Uses

4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within this CD-1 (853), and the only uses for which the Director of Planning or the Development Permit Board will issue development permits are:

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

Conditions of Use

- 5.1 A minimum of 20% of the total dwelling unit area must be below-market rental housing units.
- 5.2 The design and layout of at least 35% of the dwelling units must:
- (a) be suitable for family housing; and
 - (b) include two or more bedrooms.

Floor Area and Density

- 6.1 Computation of floor area must assume that the site area is 1,606.9 m² being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.
- 6.2 The floor space ratio for all uses combined must not exceed 12.55.
- 6.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, both above and below base surface, measured to the extreme outer limits of the building.
- 6.4 Computation of floor area must include all storage area above or at base surface for residential dwelling units.
- 6.5 Computation of floor area and dwelling unit area must exclude:
- (a) balconies and decks, and any other appurtenances which in the opinion of the Director of Planning are similar to the foregoing, except that:
 - (i) the total area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
 - (b) patios and roof decks, if the Director of Planning first approves the design of the sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
 - (d) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
 - (e) all residential storage areas below base surface.

Building Height

7.1 Building height, measured from base surface to the top of parapet of the uppermost habitable floor, must not exceed 91.44 m.

7.2 Despite the provisions of section 7.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, the Director of Planning or the Development Permit Board may permit a greater height than otherwise permitted for roof-top appurtenances such as stairs and elevators for roof-top access, elevator machine rooms, and mechanical screens, and for common roof-top amenity structures that do not exceed a height of 4.6 m contiguous with common outdoor amenity spaces, if the Director of Planning or the Development Permit Board first considers:

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

Horizontal Angle of Daylight

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

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

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

8.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement if the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council and the minimum distance of unobstructed view is not less than 3.7 m.

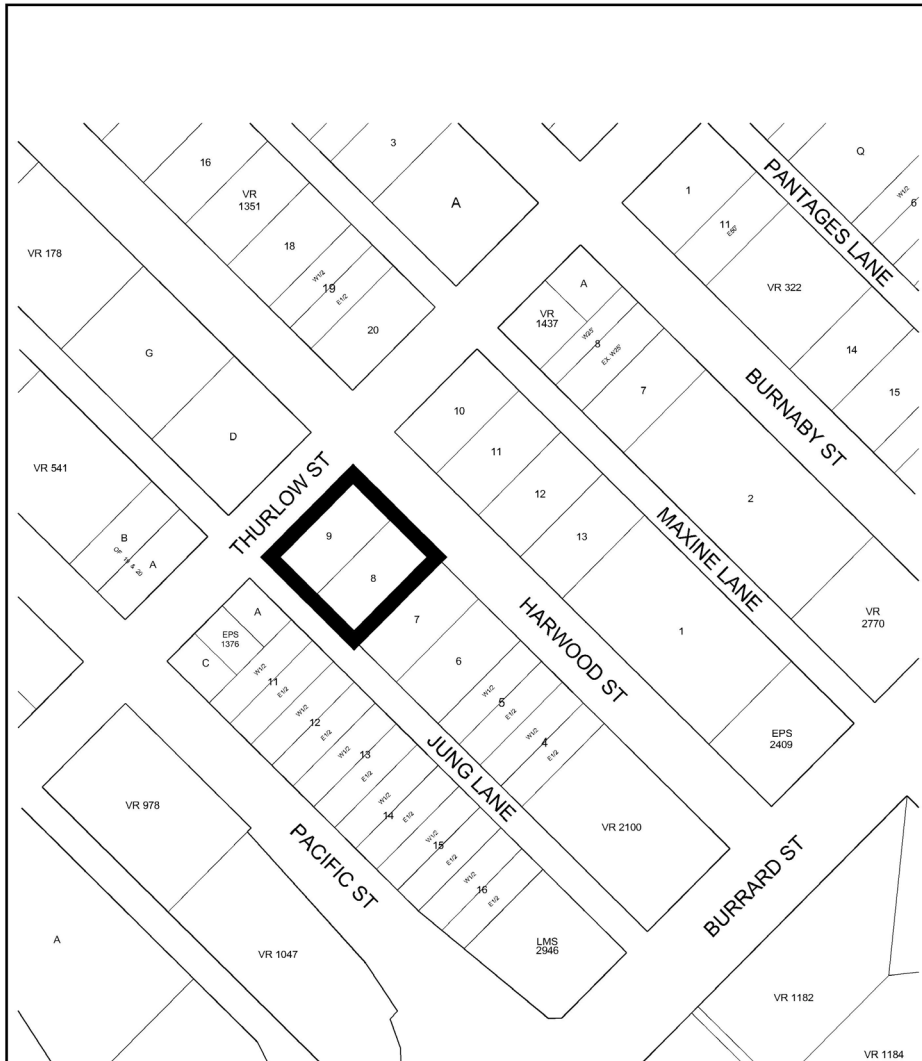
8.5 An obstruction referred to in section 8.2 means:

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

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

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

Schedule A



The properties outlined in black () are rezoned:
From **RM-5A** to **CD-1**

RZ - 1066-1078 Harwood Street

map: 1 of 1

scale: NTS



City of Vancouver

ph date: 2022-06-21