

EXPLANATION

A By-law to amend the Building By-law No. 12511

The attached by-law will accomplish Council's resolutions adopted on June 13, 2023 to amend the Building By-law regarding once through cooling, drains, public health protection regulations, and housekeeping amendments

Director of Legal Services
June 27, 2023

BY-LAW NO. ____

**A By-law to amend the Building By-law No. 12511
regarding once through cooling, drains,
public health protection regulations, and housekeeping amendments**

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

1. This by-law amends the indicated provisions of Building By-law No. 12511.
2. In Article 10.2.2.2. of Book I, Division B, Council:
 - (a) in Clause 2(f), strikes out “and”;
 - (b) in Clause 2(g), strikes out “Appendix G.” and substitutes “Appendix G, and”; and
 - (c) adds a new Clause 2(h) as follows:

“h) no requirement to comply with Service Water-Heating System Controls, per ASHRAE 90.1, Article 7.4.4. (See Article 2.6.1.12. of Division B of Book II (Plumbing Systems) of this By-law.)”.
3. In Section 2.2 of Book II, Division B, Council:
 - (a) in Sentence 2.2.10.17.(3), strikes out “4 principal” and substitutes “8 principal”;
 - (b) in Sentence 2.2.11.4.(1), strikes out “Sentence (2)” and substitutes “Sentence (3)”;
 - (c) in Article 2.2.11.4.:
 - (i) renumbers Sentence (2) as Sentence (3),
 - (ii) adds a new Sentence (2) as follows:

“**2**) Except as provided in Sentences (3) and (4), all equipment, machinery, appliances or fixtures listed in Clauses (1)(a) through (d) that are connected to the *City’s* water system shall be disconnected.”;
 - (d) in Sentence 2.2.11.4.(3):
 - (i) adds “or may retain an existing connection to the *City’s* water system” after “may be connected to the *City’s* water system”, and
 - (ii) strikes out “or *City Engineer*”;
 - (e) in Article 2.2.11.4., adds the following new Sentence:

“**4**) Where, in the opinion of the *Chief Building Official* in consultation with the *City Engineer*, the cost of disconnecting *once through cooling equipment* from the *City’s* water system and replacing it with other cooling equipment is unreasonable, taking into account any relevant factors, which may include the following

- a) the current water flow rate compared to the expected reduction in water consumption if the equipment is disconnected,
- b) where the equipment is in its life cycle,
- c) the potential impact the disconnection and replacement of the equipment, including any required renovations, will have on business operations,
- d) the cost to replace the equipment relative to the expected reduction in water and sewer costs, and
- e) where applicable, the cost to replace the equipment relative to the operational size,

the *once through cooling equipment* may retain an existing connection to the City's water system at the discretion of the *Chief Building Official* until a specified expiry date and, if permitted, Clauses 2.2.11.4.(3)(a) through (c) shall apply.”;

- (f) in Sentence 2.2.11.5.(4), strikes out “4 principal” and substitutes “8 principal”;
- (g) in Article 2.2.11.6.:
 - (i) in Sentence (4), strikes out “The *Chief Building Official* shall be notified,” and substitutes “The owner of a *cooling tower*, or their authorized representative, shall notify the *Chief Building Official*,”; and
 - (ii) In Sentence (8), strikes out “the response set out in Table 2.2.11.6. shall be undertaken.” and substitutes “the owner of a *cooling tower*, or their authorized representative, shall undertake the response set out in Table 2.2.11.6.”; and
- (h) in Article 2.2.11.7.:
 - (i) in Sentence (1), strikes out “4 principal” and substitutes “8 principal”;
 - (ii) in Sentence (3), strikes out “The *Chief Building Official* shall be notified,” and substitutes “The owner of a *decorative water feature*, or their authorized representative, shall notify the *Chief Building Official*,”; and
 - (iii) in Sentence (8), strikes out “the response set out in Table 2.2.11.7. shall be undertaken.” and substitutes “the owner of a *decorative water feature*, or their authorized representative, shall undertake the response set out in Table 2.2.11.7.”.

4. In Sentence 2.4.4.2.(2) of Book II, Division B, Council strikes out “No systems or equipment” and substitutes “Except within health care facilities or for medical sterilization devices, no systems or equipment”.

5. In Article 2.4.9.2. of Book II, Division B, Council:

- (a) strikes out Sentences (2) and (3); and

- (b) renumbers Sentence (4) as Sentence (2).
6. In Article 2.6.1.1. of Book II, Division B, Council adds the following new Sentences:
- “3)** In a hot *water distribution system* with a recirculation loop, the temperature of the water being recirculated shall not be less than 49°C at any point of the system.
 - 4)** The recirculation loop described in Sentence (3) may be replaced by a self-regulating heat tracing system.”.
7. In Article 2.6.1.12. of Book II, Division B, Council adds the following new Sentence:
- “2)** Drain water heat recovery units shall only be used to supply *service water heaters*.”.
8. In Section 2.7. of Division B of Book II, Council:
- (a) in Sentence 2.7.7.2.(1), inserts “by the owner of an *alternate water source system*, or their authorized representative,” between the words “submitted” and “to”;
 - (b) in Sentence 2.7.7.3.(1), strikes out “the response set out in Table 2.7.7.3. shall be undertaken.” and substitutes “the owner of an *alternate water source system*, or their authorized representative, shall undertake the response set out in Table 2.7.7.3.”; and
 - (c) in Sentence 2.7.4.1.(5), strikes out “the response set out in Table 2.7.4.1. shall be undertaken.” and substitutes “the owner of an *alternate water source system*, or their authorized representative, shall undertake the response set out in Table 2.7.4.1.”.
9. In Table 2.8.1.1. of Book II, Division B, Council:
- (a) under “2.4.9.2. Serving Water Closets”,
 - (i) deletes rows (2) and (3), and
 - (ii) renumbers row (4) as row (2);
 - (b) adds in correct numerical order, under “2.6.1.1. Design” the following new rows:
 - “(3) [F40-OH1.1]
 - (4) [F40-OH1.1]”; and
 - (c) adds in correct numerical order, under “2.6.1.12. Service Water Heaters” the following new row:
 - “(2) [F30,F31-OS3.1,OS3.2] [F46-OH1.1,OH2.2]”.
10. In Sentence 1.4.1.2.(1) of Book I and Book II, Division A, in the definition of “heat pump”, Council strikes out “*equipment*” wherever it appears and substitutes “equipment”.

11. In Sentence 1.6.9.3.(3) of Book I and Book II, Division C, Council strikes out “Sentence (4)” and substitutes “Sentences (4) and (5)”.

12. In Article 1.6.9.3. of Book I and Book II, Division C, Council strikes out Sentence (4) and substitutes:

“4) Operating permits for emergency once through cooling equipment and maintenance once through cooling equipment will be valid for a period deemed appropriate by the Chief Building Official, and if valid for a period of
a) less than one year, may not be renewed, or
b) one year, shall be renewed on an annual basis.

5) Operating permits for once through cooling equipment permitted to retain an existing connection to the City’s water system under Sentence 2.2.11.4.(4) of Division B of Book II (Plumbing Systems) of this By-law shall be valid for a one year period and renewed on annual basis until the expiry date established by the Chief Building Official.”.

13. 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.

14. This by-law comes into force and takes effect upon enactment.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION

A By-law to amend the Water Works By-law No. 4848

The attached by-law will accomplish Council's resolutions adopted on June 13, 2023 to amend the Water Works By-law regarding connections to non-recirculating applications and backflow prevention.

Director of Legal Services
June 27, 2023

BY-LAW NO. ____

**A By-law to amend the Water Works By-law No. 4848
regarding connections to non-recirculating applications and backflow prevention**

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

1. This by-law amends the indicated provisions of Water Works By-law No. 4848.
2. In section 1.1, Council strikes out the following definitions in their entirety:
 - (a) emergency once through cooling equipment;
 - (b) maintenance once through cooling equipment;
 - (c) non-recirculating liquid ring pump; and
 - (d) once through cooling equipment.
3. Council strikes out section 3.9.
4. Council strikes out section 3.10.
5. Council renumbers sections 3.11, 3.12, 3.13 and 3.14 as sections 3.9, 3.10, 3.11 and 3.12, respectively.
6. In Schedule H, Council strikes out “Once through cooling equipment permit fee 184.00”.
7. In Schedule J, Council strikes out the row corresponding to “Non-potable Water System, using rainwater or clear-water waste – Potable Make-up Water” and substitutes:

“

Non-potable Water System – Potable Make-up Water	High	AG or RPBA
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”.

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

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the By-law Notice Enforcement By-law No. 10201**

The attached by-law will accomplish Council's resolutions adopted on June 13, 2023 to amend the By-law Notice Enforcement By-law in connection with the amendments to the Building By-law regarding once through cooling, drains, and public health protection regulations.

Director of Legal Services
June 27, 2023

BY-LAW NO. ____

**A By-law to amend the By-law Notice Enforcement By-law No. 10201
regarding Operating Permit enforcement**

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

1. This by-law amends the indicated provisions of By-law Notice Enforcement By-law No. 10201.
2. In section 7.3, Council inserts “all Supervisors and Managers of Plumbing and Mechanical Inspections,” after “all Supervisors and Managers of Revenue Services,”.
3. Council strikes the word “and” at the end of section 8(b), renumbers section 8(c) as 8(d) and inserts a new section 8(c) as follows:

“(c) District Plumbing and Mechanical Inspectors and Operating Permit Clerks as by-law enforcement officers for the purposes of enforcing all the Building By-law, Book II (Plumbing Systems) contraventions set out in Schedule A of this By-law; and”
4. At the end of Schedule A, but before the sentence “In this By-law all penalties, discounts and surcharges are dollar (\$) amounts.” Council adds the following

“

By-law and By-law Section	Description	A1 Penalty	A2 Discount	A3 Surcharge
Building By-law (Book II (Plumbing Systems))				
Division C, Sentence 1.6.9.1.(1)	No Operating Permit	500	250	250
Division C, Sentence 1.6.9.4.(1)	No certification	500	250	250
<i>Cooling Tower</i>				
Division B, Clause 2.2.11.6.(4)(a)	Failure to notify of start-up	250	125	125
Division B, Clause 2.2.11.6.(4)(b)	Failure to provide a <i>Legionella pneumophila</i> test result	500	250	250
Division B, Sentence 2.2.11.6.(8)	Failure to conduct required response to meet <i>Legionella</i> standards	500	250	250
<i>Decorative Water Feature</i>				

Division B, Clause 2.2.11.7.(3)(a)	Failure to notify of start-up	250	125	125
Division B, Clause 2.2.11.7.(3)(c)	Failure to provide a <i>Legionella pneumophila</i> test result	500	250	250
Division B, Sentence 2.2.11.7.(8)	Failure to conduct required response to meet <i>Legionella</i> standards	500	250	250
<i>Non-Potable Water System</i>				
Division B, Clause 2.7.7.2.(1)(a)	Failure to provide documentation	500	250	250
Division B, Sentence 2.7.7.3.(1)	Failure to conduct required response to meet water quality standards	500	250	250
Division B, Sentence 2.7.4.1.(5)	Failure to conduct required response to meet water quality standards for a system installed prior to January 1, 2019	500	250	250

”

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

6. This By-law comes into force and takes effect upon enactment.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the Vacancy Tax By-law No. 11674
regarding the tax rate, new exemptions, and other miscellaneous amendments**

The attached by-law will implement Council's resolution adopted on May 10, 2023 to amend the Vacancy Tax By-law regarding the tax rate, new exemptions and miscellaneous amendments, and includes an additional minor amendment to make a reference gender neutral.

Director of Legal Services
June 27, 2023

BY-LAW NO. ____

**A By-law to amend the Vacancy Tax By-law No. 11674
regarding the tax rate, new exemptions, and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Vacancy Tax By-law No. 11674.

2. In section 1.2, Council:

(a) adds the following new definition in the correct alphabetical order:

“disaster” means:

- (a) an earthquake;
- (b) a fire;
- (c) a flood;
- (d) a landslide;
- (e) a spill or leakage of oil, gas or another poisonous or dangerous substance; or
- (f) any other natural disaster or dangerous event;”;

(b) adds the following new definition in the correct alphabetical order:

“hazardous condition” means:

- (a) a structural component of the residential property, including the foundation, external walls, interior supporting walls, floors and staircases, is defective or damaged;
- (b) oil, gas or another poisonous or dangerous substance is present in the residential property; or
- (c) any other condition relating to the residence that is hazardous to the health or safety of its occupants;”;

(c) adds the following new definition in the correct alphabetical order:

“medical reason” means participation in a course of treatment:

- (a) that, in the opinion of a medical practitioner, is required for the health of the individual; and

- (b) that is impractical for the individual to obtain in reasonably close proximity to the individual's principal residence;"; and
 - (d) in the definition of "principal residence", strikes out "means the usual place where an individual lives, makes his or her home and conducts his or her daily affairs" and substitutes "means the usual place where an individual lives, makes their home and conducts their daily affairs".
- 3. In section 2.4, Council:
 - (a) in subsection (b), strikes out "," and substitutes " ; and";
 - (b) in subsection (c), strikes out "for the 2021 and 2022 vacancy reference periods; and" and substitutes "for the 2021 vacancy reference period and any subsequent vacancy reference periods."; and
 - (c) strikes out subsection (d).
- 4. In section 3.2(a)(i), (b)(i), (c)(i), and (c)(i)(A), Council strikes out "by July 1 of" and substitutes "in".
- 5. In section 3.4, Council:
 - (a) strikes out "A vacancy tax is not payable" and substitutes "For vacancy reference periods up to and including the 2023 vacancy reference period, a vacancy tax is not payable"; and
 - (b) in subsection (c), strikes out "." and substitutes " , "; and
 - (c) adds below subsection (c), justified beneath the opening language of section 3.4, the following:

"or, in the case of the 2023 vacancy reference period, if the residential property was previously declared or determined exempt under this section for the 2022 vacancy reference period."
- 6. Council strikes out section 3.9.
- 7. Council adds the following new sections in the correct numerical order:

"Vacant new inventory

3.9 For the 2022 vacancy reference period and any subsequent vacancy reference periods, a vacancy tax is not payable under this by-law for a parcel of residential property if the residential property was unoccupied for more than six months during the vacancy reference period and:

 - (a) the residential property is part of a residential development of 5 or more residential properties;
 - (b) the residential property has been newly constructed;

- (c) the residential property has not been occupied for residential purposes since it was constructed;
- (d) the residential property was actively offered to the public for sale throughout the vacancy reference period;
- (e) the registered owner of the residential property was a developer of the residential property; and
- (f) the first time a property status declaration for the residential property was required to be completed and returned was for the 2022 vacancy reference period.

Hazardous or damaged residential property

3.10 A vacancy tax is not payable under this by-law for a parcel of residential property if the residential property was unoccupied for more than six months during the vacancy reference period because:

- (a) the residential property became uninhabitable because:
 - (i) it is substantially damaged or destroyed by a disaster, or
 - (ii) it is in a hazardous condition; and
- (b) the disaster or hazardous condition was caused by circumstances beyond the reasonable control of a registered owner of the residential property,

except that this exemption shall not be allowed for more than two consecutive vacancy reference periods.

Secondary residence for medical reasons

3.11 A vacancy tax is not payable under this by-law for a parcel of residential property if the principal residence of the registered owner during the vacancy reference period was outside of Greater Vancouver, but the residential property was periodically occupied by the registered owner, their spouse or dependent for a medical reason, except that in order to claim an exemption under this section, the registered owner must file a document that is completed by a medical practitioner, and must be filed using a form as prescribed by the City of Vancouver.”.

8. In section 6.3, Council strikes out “, except for the 2017 and 2018 vacancy reference periods where an extension may be granted until December 31st, 2020” and substitutes “unless the penalty in section 6.4 is paid, and no such extension will be granted beyond December 31st of the fifth year following the vacancy reference period”.

9. Council renumbers sections 6.4 through 6.15 as sections 6.5 through 6.16, respectively.

10. Council adds a new section 6.4 as follows:

“Penalty to file a property status declaration after the deadline

6.4 A penalty of 5% of the vacancy tax levy will be due and payable where a registered owner is granted an extension to file a property status declaration after the second business day of July of the year after the year in which the tax is due and payable, except that a vacancy tax review officer may make a determination to waive the penalty in cases where the registered owner is unable to submit a complaint on or before the second business day of July due to hardship other than financial hardship, including any of the following:

- (a) natural or human-made disasters such as flood or fire;
- (b) a serious illness or accident; or
- (c) serious emotional or mental distress.”.

11. In section 6.7, Council strikes out “section 6.3, 6.4 or 6.5” wherever it appears, including the heading, and substitutes “section 6.3, 6.5 or 6.6”.

12. In section 6.14, Council strikes out “section 6.12” wherever it appears, including the heading, and substitutes “section 6.13”.

13. In section 6.15, Council strikes out “Section 6.12” and substitutes “section 6.13”.

14. In section 1.2, in the definition of “notice of complaint”, Council strikes out “section 6.4” and substitutes “section 6.5”.

15. 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.

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

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION

A By-law to amend Energy Utility System By-law No. 9552

The attached by-law will implement Council's resolution of June 27, 2023, to amend the Energy Utility System By-law regarding 2023 fees and miscellaneous amendments.

Director of Legal Services
June 27, 2023

**“SCHEDULE C
LEVIES AND CHARGES**

PART 1 – Connection levy

Fixed Portion per Energy Transfer Station	\$97,499
Variable Portion per Energy Transfer Station	\$115 per KW of the peak heat energy demand as approved under section 4.3

PART 2 – Monthly capacity levy

Class 1 - SEFC residential or mixed use residential building where the first building permit for the building is applied for before July 1, 2023	\$0.633 per m ²
Class 2 - Residential or mixed use residential building located outside SEFC, and SEFC residential or mixed use residential building where the first building permit for the building is applied for on or after July 1, 2023	\$9.522 per KW of peak heat energy demand
Class 3 - Non-residential building	\$9.522 per KW of peak heat energy demand

PART 3 – Monthly energy charge

Monthly energy charge	\$59.296 per MW hour
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PART 4 – Monthly energy credit

Credit for heat energy returned to energy transfer station	\$59.296 per each MW hour multiplied by 50%
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Bills are to be issued monthly and should be sent out within 60 days of the end of the billing period.”

EXPLANATION

Debenture By-law Re: Street Work

The attached by-law authorizes the issue of Debentures to finance the property owners' share of a certain street work project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 27, 2023

BY-LAW NO. _____

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$92,804.65, for a certain local improvement streets work project, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out a certain lane paving project (the "Work") as a local improvement.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on June 12, 2023, describing and designating the Work as number 1 for Lane Pavement, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Work will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Work.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owner of the Assessable Real Property must bear that portion of the cost of the Work, payable by assessments and amounting to \$92,804.65, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$92,804.65, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$381,353,280,405.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$1,111,746,673.38 exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$92,804.65, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 27, 2023 and on June 27th of each year after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 27, 2023", and will be payable in each of the years 2023 to 2037, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2023 to 2037, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2023 to 2037, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. _____ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the _____ day of _____, the sum of _____ Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 27th day of June in each year during the term of the Debenture, commencing in the year 2023, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (_____) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 27th day of June, 2023.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY- LAW		STREET WORK	6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2023	92,804.65	9,014.55	0.00	9,014.55
2024	83,790.10	3,987.14	5,027.41	9,014.55
2025	79,802.96	4,226.37	4,788.18	9,014.55
2026	75,576.59	4,479.95	4,534.60	9,014.55
2027	71,096.64	4,748.75	4,265.80	9,014.55
2028	66,347.89	5,033.68	3,980.87	9,014.55
2029	61,314.21	5,335.70	3,678.85	9,014.55
2030	55,978.51	5,655.84	3,358.71	9,014.55
2031	50,322.67	5,995.19	3,019.36	9,014.55
2032	44,327.48	6,354.90	2,659.65	9,014.55
2033	37,972.58	6,736.20	2,278.35	9,014.55
2034	31,236.38	7,140.37	1,874.18	9,014.55
2035	24,096.01	7,568.79	1,445.76	9,014.55
2036	16,527.22	8,022.92	991.63	9,014.55
2037	8,504.30	8,504.30	510.25	9,014.55
		<u>92,804.65</u>	<u>42,413.60</u>	<u>135,218.25</u>

EXPLANATION

Debenture By-law Re: Lane Lighting

The attached By-law authorizes the issue of Debentures to finance the property owners' share of a certain lane lighting project, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services
June 27, 2023

BY-LAW NO.

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$690.58, for a certain local improvement lane lighting project, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out a certain lane lighting project (the "Work") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on June 12, 2023, describing and designating the Work as number 2, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Work will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Work.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Work, payable by assessments and amounting to \$690.58, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$690.58, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Work payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$381,353,280,405.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$1,111,746,673.38 exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Work payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$690.58, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 27th, 2023 and on June 27 of each year after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 27, 2023", and will be payable in each of the years 2023 to 2027, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.
7. Council hereby imposes, in each of the years 2023 to 2027, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Work, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2023 to 2027, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and
By-law No. KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the day of , the sum of Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 27th day of June in each year during the term of the Debenture, commencing in the year 2023, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. () duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 27th day of June, 2023.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY-LAW		LANE LIGHTING	6.00%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2023	690.58	154.66	0.00	154.66
2024	535.92	122.50	32.16	154.66
2025	413.42	129.85	24.81	154.66
2026	283.57	137.65	17.01	154.66
2027	145.92	145.92	8.74	154.66
		690.58	82.72	773.30

EXPLANATION**2022 Costs for the
East Hastings Street Collective Parking Project**

Under section 506A of the *Vancouver Charter*, where Council has completed construction of a collective parking project undertaken as a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached by-law is to charge the benefiting owners with the 2022 maintenance costs and taxes with respect to the East Hastings Street Collective Parking Project.

Director of Legal Services
June 27, 2023

East Hastings Collective Parking

Schedule "A"

Total Amount to be collected \$ 198,062.80

<u>Co-Ordinate & Legal Description</u>	<u>Assessed Footage</u>	<u>Exempt Footage</u>	<u>2022 Charge</u>
<u>North Side</u>			
020-590-270-05 Lots 21 Amd & 22, Blk 54, THSL, Pln 1718	67.00		6,337.73
020-590-270-21 Lot 20 Amd, Blk 54, THSL, Pln 1718	33.00		3,121.56
020-590-270-33 Lot 19 Amd, Blk 54, THSL, Pln 1718	33.00		3,121.56
020-590-270-45 Lot 23, Blk 54, THSL, Pln 1718	26.90		2,544.55
020-590-270-51 Lot 24, Blk 54, THSL, Pln 1718	26.90		2,544.55
020-590-270-63 Lot 18, Blk 54, THSL, Pln 1718	33.00		3,121.56
020-590-270-69 Lot 17, Blk 54, THSL, Pln 1718	33.00		3,121.56
020-590-270-75 Lot 16, Blk 54, THSL, Pln 1718	33.00		3,121.56
020-590-270-83 Lot 15 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	48.30		4,568.85
020-590-270-95 Lot 13 Amd, Blk 54, THSL, Pln 1718 EX Pln16952	38.50		3,641.83
020-271-588-74 Lot A of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,121.56
020-590-271-05 Lot B of 31 & 32 Blk 53, THSL, Pln 6748	33.00	27.00	3,121.56
020-590-271-23 Lots 29 & 30, Blk 53, THSL, Pln 1019	66.00		6,243.14

020-590-271-31 Lots 27 & 28, Blk 53, THSL, Pln 1019	66.00	6,243.14
020-590-271-63 Lot 1, Blk 53, THSL, Pln EPP20224	329.91	31,207.14
020-590-274-09 Lot 1, Pln EPP100543, THSL, GRP1	99.00	9,364.70
020-590-274-23 Lot 29, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-29 Lot 28, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-35 Lot 27, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-41 Lot 26 Amd, Blk 52, THSL, Pln 410	32.89	3,111.16
020-590-274-47 Lot 25 Amd, Blk 52, THSL, Pln 410	33.11	3,131.97
020-590-274-53 Lot 24, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-59 Lot 23, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-65 Lot 22, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-71 Lot 21, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-79 Lot 20, Blk 52, THSL, Pln 410	33.00	3,121.56
020-590-274-95 Lot A, Blk 52, THSL, Pln 410	99.00	9,364.70

Total for North Side	<u>1,428.51</u>	<u>54.00</u>	<u>\$135,126.86</u>
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North Side Rate per foot:	<u>\$94.592866</u>
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Co-Ordinate & Legal Description	Assessed Footage	Exempt Footage	2022 Charge
<u>South Side</u>			
020-590-270-06 Lots 1 and 2, Blk 55, THSL, Plan 2684	65.40		3,093.19
020-590-270-18 Lots 3 and 4, Blk 55, THSL, Plan 2684	60.00		2,837.79
020-590-270-24 Lot 5, Blk 55, THSL, Plan 2684	30.00		1,418.89
020-590-270-36 Lot 6, Blk 55, THSL, Plan 2684	30.00		1,418.89
020-590-270-48 Lot 26, Blk 55, THSL, Plan 2500	25.00		1,182.41
020-590-270-54 Lot 25, Blk 55, THSL, Plan 2500	25.00		1,182.41
020-590-270-60 Lot 24, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,182.41
020-590-270-66 Lot 23, Blk 55, THSL, Plan 2500 Ex Plan 4298	25.00		1,182.41
020-590-270-80 Lot A, Blk 55, THSL, Ex PI 9712	50.00		2,364.82
020-590-270-96 Lot 20, Blk 55, THSL, Plan 2500	35.30		1,669.56
020-590-271-04 *Strata LMS183 - see attached	132.01		6,243.60
020-590-271-46 ***Strata LMS1880 - see attached	264.00		12,486.26
020-590-271-78 Lot 13, Blk 56, THSL, Plan 2422	33.00		1,560.78
020-590-271-96 Lots 14 to 16, Blk 56, THSL, Plan 2422	99.00		4,682.35
020-590-274-06 Lot 1, Blk 57, THSL, Plan 309A	48.00		2,270.23
020-590-274-18 Lot 2, Blk 57, THSL, Plan 309A	48.00		2,270.23

020-590-274-26	144.00	6,810.69
****Strata BCS 3366 - see attached		

020-590-274-42	95.96	4,538.57
**Strata LMS 775 - see attached		

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

020-590-274-96	96.00	4,540.45
Lot A, Blk 57, THSL, Plan 309A		

Total for South Side	<u>1,330.67</u>	<u>96.00</u>	<u>\$62,935.94</u>
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South Side Rate per foot:	<u>\$47.296433</u>
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	<u>Rate per Foot</u>	<u>Assessed Footage</u>	<u>Total</u>
Total for North Side	\$ 94.592866	1,428.51	\$135,126.86
Total for South Side	\$ 47.296433	1,330.67	\$62,935.94
Total Amount to be Collected:			<u>\$198,062.80</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
*Strata LMS183 - Total Shares:	10,000	\$6,243.60
020-590-271-04-0001	1,708	1,066.41
020-590-271-04-0002	8,292	5,177.19
	<u>10,000</u>	<u>\$6,243.60</u>

**Strata LMS775 - Total Shares:	7,087	\$4,538.57
020-590-274-42-0001	1,127	721.74
020-590-274-42-0002	1,127	721.74
020-590-274-42-0003	1,211	775.53
020-590-274-42-0004	1,211	775.53
020-590-274-42-0005	1,211	775.53
020-590-274-42-0006	1,200	768.50
	<u>7,087</u>	<u>\$4,538.57</u>

***Strata LMS 1880 - Mixed Use - Commercial units only charged - Total shares:	19,405	\$12,486.26
020-590-271-46-0002	878	564.95
020-590-271-46-0003	879	565.60
020-590-271-46-0004	908	584.26
020-590-271-46-0005	880	566.24
020-590-271-46-0006	834	536.64
020-590-271-46-0007	838	539.22
020-590-271-46-0008	936	602.27
020-590-271-46-0014	1,042	670.48
020-590-271-46-0015	1,083	696.86
020-590-271-46-0016	1,083	696.86
020-590-271-46-0017	1,562	1,005.08
020-590-271-46-0018	945	608.07
020-590-271-46-0019	995	640.24
020-590-271-46-0020	1,000	643.46
020-590-271-46-0021	995	640.24
020-590-271-46-0022	1,028	661.47
020-590-271-46-0023	1,001	644.10
020-590-271-46-0024	845	543.72
020-590-271-46-0025	789	507.69
020-590-271-46-0026	884	568.81
	<u>19,405</u>	<u>\$12,486.26</u>

Strata Title Shares

	<u>Shares</u>	<u>Charge</u>
****Strata BCS 3366 - Mixed Use -		
Commercial units only charged - Total shares:	721	\$6,810.69
020-590-274-26-0001	90	850.16
020-590-274-26-0002	92	869.05
020-590-274-26-0003	99	935.16
020-590-274-26-0004	76	717.91
020-590-274-26-0005	90	850.16
020-590-274-26-0006	108	1,020.18
020-590-274-26-0007	79	746.25
020-590-274-26-0008	87	821.82
	<u>721</u>	<u>\$6,810.69</u>

East Hastings Collective Parking

Schedule "B"

January 1, 2022 to December 31, 2022

Costs of East Hastings Parking Project:

<u>Account 20001815</u>	
Electricity	\$1,742.20
General & Other Taxing Authorities	\$196,320.60
Maintenance/repair	-
Total costs	<u><u>\$198,062.80</u></u>

East Hastings Collective Parking

January 1, 2022 to December 31, 2022

Summary

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

Assessed Footage:

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

Exempt Footage:

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

Maintenance Charges for the year 2021 **\$198,062.80**

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

North Side of Hastings Street	\$94.592866
South Side of Hastings Street	\$47.296433

Amount To Be Collected:

North Side of Hastings Street	\$135,126.86
South Side of Hastings Street	<u>62,935.94</u>
Total	<u>\$198,062.80</u>

EXPLANATION**2022 Maintenance Costs for
Trounce Alley and Blood Alley Square**

Under section 506B of the *Vancouver Charter*, where Council has completed construction of a local improvement, Council may pass a by-law annually to provide for the costs of maintaining the project, including real property taxes and local improvement charges which may be levied, but for the exemption allowed on City-owned lands. The attached by-law is to charge the benefiting owners with the 2022 maintenance costs with respect to the Trounce Alley and Blood Alley Square Local Improvement Project.

Director of Legal Services
June 27, 2023

Trounce Alley and Blood Alley Square Maintenance Project

SCHEDULE "A"

Total Amount to be collected:..... **\$13,644.87**

Co-ordinate & Legal Description	Proportion of Costs	2022 Charge
026-580-172-60 *Strata Plan BCS 3229, Strata Lots 1-29 and 31-50 see attached	12.12%	1653.76
026-580-172-80 PARCEL Y BLK 2 PLN BCP29043 DL OGT	15.04%	2052.19
026-580-172-92 PARCEL Z BLK 2 PLN BCP29042 DL OGT	16.97%	2315.53
026-589-172-45 LOT A OF 11 BLK 2 OGT REF PLAN 1457 PLAN 168	4.19%	571.72
*026-589-172-67 *CoV Assessable as per Real Est. Serv. LOT A BLK 2 PL EPP80295 DL OGT NWD	36.10%	4925.80
026-589-172-85 E 26 FT OF LOT 14 BLK 2 DL OGT PLAN 168	7.68%	1047.93
*026-178-580-61 *Strata Plan LMS 738, Strata Lots 1 - 12 see attached	<u>7.90%</u>	<u>1077.94</u>
	<u>100.00%</u>	<u>\$13,644.87</u>

Strata Lot LMS 738	<u>Total Shares</u>	<u>9,257</u>	<u>\$1,077.94</u>
026 178 580 61 0001	702		81.75
026 178 580 61 0002	614		71.50
026 178 580 61 0003	694		80.81
206 178 580 61 0004	903		105.15
026 178 580 61 0005	716		83.38
026 178 580 61 0006	744		86.64
026 178 580 61 0007	809		94.20
026 178 580 61 0008	903		105.15
026 178 580 61 0009	720		83.84
026 178 580 61 0010	740		86.17
026 178 580 61 0011	809		94.20
026 178 580 61 0012	<u>903</u>		<u>105.15</u>
	<u>9,257</u>		<u>\$1,077.94</u>

Strata Plan BCS 3229	<u>Total Shares</u>	<u>4,460</u>	<u>\$1,653.76</u>
026 580 172 60 0001	105		38.93
026 580 172 60 0051	86		31.89
026 580 172 60 0052	145		53.78
026 580 172 60 0004	42		15.57
026 580 172 60 0005	84		31.15
026 580 172 60 0006	68		25.21
026 580 172 60 0007	67		24.84
026 580 172 60 0008	65		24.10
026 580 172 60 0009	67		24.84
026 580 172 60 0010	85		31.52
026 580 172 60 0011	81		30.03
026 580 172 60 0012	58		21.51
026 580 172 60 0013	62		22.99
026 580 172 60 0014	62		22.99
026 580 172 60 0015	59		21.88
026 580 172 60 0016	81		30.03
026 580 172 60 0017	149		55.26
026 580 172 60 0018	121		44.87
026 580 172 60 0019	117		43.38
026 580 172 60 0020	115		42.64
026 580 172 60 0021	121		44.87
026 580 172 60 0022	150		55.63
026 580 172 60 0023	143		53.02
026 580 172 60 0024	91		33.74
026 580 172 60 0025	108		40.05
026 580 172 60 0026	102		37.82
026 580 172 60 0027	87		32.26
026 580 172 60 0028	137		50.80

026 580 172 60 0029	129	47.83
026 580 172 60 0031	65	24.10
026 580 172 60 0032	66	24.47
026 580 172 60 0033	85	31.52
026 580 172 60 0034	80	29.66
026 580 172 60 0035	70	25.96
026 580 172 60 0036	111	41.16
026 580 172 60 0037	66	24.47
026 580 172 60 0038	80	29.66
026 580 172 60 0039	60	22.25
026 580 172 60 0040	68	25.21
026 580 172 60 0041	68	25.21
026 580 172 60 0042	62	22.99
026 580 172 60 0043	81	30.03
026 580 172 60 0044	70	25.96
026 580 172 60 0045	111	41.16
026 580 172 60 0046	66	24.47
026 580 172 60 0047	80	29.66
026 580 172 60 0048	144	53.40
026 580 172 60 0049	129	47.83
026 580 172 60 0050	111	41.16
	<u>4,460</u>	<u>\$1,653.76</u>

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

Trounce Alley and Blood Alley Square Maintenance Project

Schedule "B"

Costs to Trounce Alley and Blood Alley Square

January 1, 2022 to December 31, 2022

Account 20001816

Street Lighting Maintenance	\$	616.88
Electricity		422.37
Street Cleaning		12,605.62
Total costs and charges:	\$	<u>13,644.87</u>

Trounce Alley and Blood Alley Square Maintenance Project

Summary

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

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

Total Maintenance Charges for: <u>2022</u>	\$13,644.87
Adjustments	\$0.00
Amount to be Collected:	<u>\$13,644.87</u>

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 5670 Cambie Street (formerly 495 West 41st 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
June 27, 2023

5670 Cambie Street (formerly 495 West 41st 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 (855).

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 (855) 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 Multiple Dwelling and Dwelling Units in conjunction with any of the uses listed in this section;
- (c) Institutional Uses;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses;
- (g) Utility and Communication Uses; and
- (h) Accessory Uses customarily ancillary to the uses 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.

4.2 No portion of the first storey of a building may be used for residential purposes except for entrances to the residential portion.

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

- (a) 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 space ratio must assume that the site consists of 1,471.2 m², being the site size at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 6.37.

5.3 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.

5.4 The total floor area for commercial uses must not be less than 2,400 m².

5.5 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 13.5% 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, provided that the Director of Planning first considers the effect on privacy and overlook;

- (c) areas used for off-street parking and loading, the taking on or discharging of passengers at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) areas used for bicycle storage;
- (e) areas used for heating and mechanical equipment;
- (f) entries, porches and verandahs if the Director of Planning first approves the design;
- (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) all storage area below base surface for non-dwelling uses.

5.6 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.

Building Height

6.1 Building height, measured from base surface, must not exceed 45.7 m.

6.2 Despite section 6.1 of this by-law and section 10.18 of the Zoning and Development By-law:

- (a) if the Director of Planning permits common rooftop amenity space, the height of the portion of the building with the common amenity space must not exceed 50.0 m; and
- (b) the Director of Planning may permit rooftop mechanical and architectural appurtenances, mechanical rooms and rooftop access structures to exceed the maximum building height, up to a maximum of 54.0 m.

Horizontal Angle of Daylight

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

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

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

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

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

(b) the minimum distance of unobstructed view is not less than 3.7 m.

7.5 An obstruction referred to in section 7.2 means:

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

(b) the largest building permitted under the zoning on any adjoining site.

7.6 A habitable room referred to in section 7.1 is a room in a dwelling unit and does not include:

(a) a bathroom; or

(b) a kitchen whose floor area is the lesser of:

(i) 10% or less of the total floor area of the dwelling unit, or

(ii) 9.3 m².

Acoustics

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

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

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.

Force and Effect

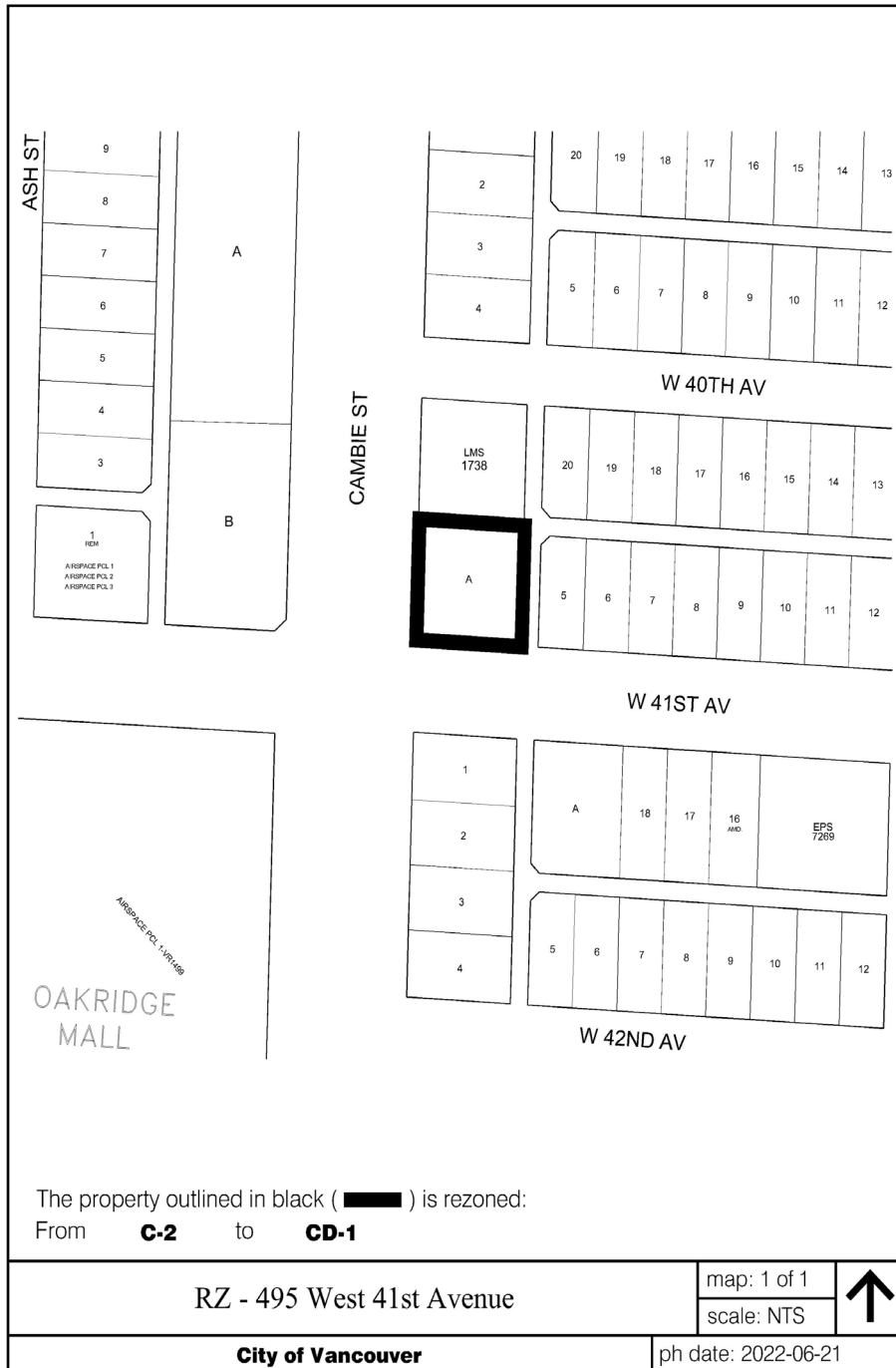
10. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

Schedule A



The property outlined in black (**A**) is rezoned:
 From **C-2** to **CD-1**

RZ - 495 West 41st Avenue

map: 1 of 1

scale: NTS



City of Vancouver

ph date: 2022-06-21

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 2970 Kingsway**

Following public hearing on June 28, 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 securing all residential units in the building as secured market rental housing units, 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
June 27, 2023



1. Application

**McQuarrie Hunter LLP
 Barristers & Solicitors
 1500 - 13450 102 Avenue
 Surrey BC V3T 5X3
 604.581.7001**

File: 223681/ai
 RTS No.: 14935 / VanRIMS No.: 08-2000-20
 Document: 2.06 RC [Housing Agreement]

2. Description of Land

PID/Plan Number	Legal Description
018-703-810	LOT D BLOCK 13 DISTRICT LOT 37 PLAN LMP15755

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Entire Instrument
PRIORITY AGREEMENT		Page 16

4. Terms

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

5. Transferor(s)

1289838 B.C. LTD., NO.BC1289838
VANCOUVER CITY SAVINGS CREDIT UNION , NO.FI-97

6. Transferee(s)


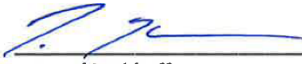
**CITY OF VANCOUVER
 453 WEST 12TH AVENUE
 VANCOUVER BC V5Y 1V4**

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)
 <hr/> Eric Vandergriendt Barrister & Solicitor McQuarrie Hunter LLP Suite 1500, 13450 102 Avenue Surrey BC V3T 5X3 604.581.7001	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-03-17 </div>	1289838 B.C. LTD. By their Authorized Signatory  <hr/> Leonard Kerkhoff

Shane Rutledge
Barrister & Solicitor
 #3 - 45780 Yale Road
 Chilliwack BC V2P 2N4
 Tel: 604-392-8644 Fax: 604-392-3272

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)
<hr/>	<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD </div>	Vancouver City Savings Credit Union By their Authorized Signatory <hr/> Print Name: <hr/> Print Name:

Officer Certification

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



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<p>Witnessing Officer Signature</p> <p>_____ Eric Vandergriendt Barrister & Solicitor McQuarrie Hunter LLP Suite 1500, 13450 102 Avenue Surrey BC V3T 5X3</p> <p>604.581.7001</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> YYYY-MM-DD </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>1289838 B.C. LTD. By their Authorized Signatory</p> <p>_____ Leonard Kerkhoff</p>
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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>Witnessing Officer Signature</p> <p>_____ MARK C. BARON BARRISTER & SOLICITOR 700-401 WEST GEORGIA STREET VANCOUVER, B.C. V6B 5A1 TEL: (604) 682-3664</p> <p>as to the signature of Bill Sherritt only</p>	<p>Execution Date</p> <div style="border: 1px solid black; padding: 5px; text-align: center;"> YYYY-MM-DD 2023-06-12 </div>	<p>Transferor / Transferee / Party Signature(s)</p> <p>Vancouver City Savings Credit Union By their Authorized Signatory</p> <p> Print Name: Bill Sherritt</p> <p> Print Name: Susan Regan</p>
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Officer Certification

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Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

City of Vancouver
By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING
2970 KINGSWAY

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, 1289838 B.C. LTD., is called the “Owner”, as more particularly defined in Section 1.1(r); and
 - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from C-2 (Commercial) District to CD-1 (Comprehensive Development) District (the “Rezoning”) to permit the development of a six-storey mixed-use building containing 127 secured market rental housing units and commercial space on the ground floor 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”):

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

- (a) A no separate-sales covenant.*
- (b) A no stratification covenant.*
- (c) That none of such units will be rented for less than one month at a time.*
- (d) That, 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.*

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 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, a new Housing Agreement will be required prior to development permit issuance to secure the obligations described in subsection (d) above.”; 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 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”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** 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 City’s Legal Services Department 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 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 1289838 B.C. LTD., and its successors and permitted assigns;
- (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 at least <.> new residential 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;
- (u) **“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;
- (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 as 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”** 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 by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

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

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than 127 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

{223681-04962105;1}
September 14, 2022

Housing Agreement and Building Use Covenant
2970 Kingsway

undemolished building) will also contain not less than 127 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 7.7;
- (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; 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; 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 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,

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

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

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

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

The indemnities in this ARTICLE 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, addressed to:

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, addressed to:

1289838 B.C. Ltd.
Suite 1500, 13450 - 102nd Avenue
Surrey, British Columbia V3T 5X3

Attention: **Leonard Kerkhoff**

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 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 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, 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.

7.10 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 Forms C or D which are a part hereof.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA9034180 and the Assignment of Rents registered under number CA9034181;
- (b) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (c) "New Charges" means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the 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:

- (e) consents to the Owner granting the New Charges to the City; and
- (f) 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: 1515 West 49th Avenue

After a Public Hearing on June 14, 2022 to consider a rezoning application, the application was approved by Council in principle, subject to fulfilment of the condition that the owner of the subject lands make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement pursuant to Section 565.2 of the *Vancouver Charter*.

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

Director of Legal Services
June 27, 2023



1. Application

Ravi Patel - Boughton Law Corporation
700-595 Burrard Street
Vancouver BC V7X 1S8
604-605-5630

2. Description of Land

PID/Plan Number	Legal Description
018-090-273	LOT G OF LOT 6 BLOCK 3 DISTRICT LOT 526 PLAN LMP8588

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant – Entire Instrument
PRIORITY AGREEMENT		Granting the above Covenant herein priority over Mortgage BN64318

4. Terms

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

5. Transferor(s)

BHAGWAN DHIR
CANADIAN IMPERIAL BANK OF COMMERCE, AS TO PRIORITY

6. Transferee(s)

CITY OF VANCOUVER
453 WEST 12TH AVE
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)

YYYY-MM-DD
 2022-12-11

RAVI S. PATEL
 Barrister & Solicitor
 700-595 Burrard Street
 P.O. BOX 49290
 Vancouver, BC V7X 1S8
 604-687-6789

Bhagwan Dhir

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
 2023-03-15

CANADIAN IMPERIAL BANK OF COMMERCE
 By their Authorized Signatory

AMAN SARD
CIBC
 METROTOWN BANKING CENTRE
 4755 KINGSWAY
 BURNABY, BC
 V5H 4W2

PHILLIP SARD
CIBC
 METROTOWN BANKING CENTRE
 4755 KINGSWAY
 BURNABY, BC
 V5H 4W2

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 their Authorized Signatory

Officer Certification

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



Land Title Act
Charge

General Instrument – Part 1

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2

HOUSING AGREEMENT
(MARKET RENTAL)

1515 WEST 49TH AVENUE

Introduction

- A. It is understood and agreed that this Agreement will be read as follows:
- I. the Transferor, BHAGWAN DHIR, is called the “Owner”, as more particularly defined in Section 1.1; and
 - II. the Transferee, the CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to the corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from RS-3 (Residential) District to CD-1 (Comprehensive Development) District to permit the development of two three-and-a-half storey residential townhome buildings containing a total of eight secured market rental housing units, and after a public hearing to consider the rezoning application, the application was approved by City Council, in principle, subject to *inter alia* fulfillment of the condition that the Owner, at no cost to the City:

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

- (a) *A no separate-sales covenant;*
- (b) *A no stratification covenant;*
- (c) *That none of such units will be rented for less than one month at a time;*
- (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*

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Market Rental Housing Agreement
1515 West 49th Avenue
AC/9157014.1

- (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.”,

(the “Market Rental Housing Condition”); and

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

Consideration

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

Terms of Agreement

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

(a) **“Agreement”** means this agreement, including the foregoing Recitals, and any Schedules attached hereto;

(b) **“Building”** means any building or structure on the Lands, including additions and alterations to an existing building or structure, at any time following the date this Agreement is fully executed, all as contemplated by the Rezoning and the Development Permit, and includes any portion of such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning or the Development Permit;

(c) **“Business Corporations Act”** means the *Business Corporations Act*, S.B.C. 2002, c. 57, and all amendments thereto and re-enactments thereof;

(d) **“City”** or **“City of Vancouver”** means the City of Vancouver in its capacity as a corporate entity;

- (e) **“City Manager”** means the chief administrator, from time to time, of the City and his or her successors in function and their respective nominees;
- (f) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **“Commencement Date”** means the date as of which this Agreement has been executed and delivered by all parties to it;
- (h) **“Development”** means the development project to be constructed on the Lands in accordance with the Development Permit;
- (i) **“Development Permit”** means a development permit issued by the City at any time following the date this Agreement is fully executed and delivered by the parties hereto;
- (j) **“Director of Legal Services”** means the chief administrator, from time to time, of the City’s Legal Services Department and his or her successors in function and their respective nominees;
- (k) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and his or her successors in function and their respective nominees;
- (l) **“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 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 all actions, causes of action, claims, compensation, costs, demands, damages, expenses, fines, judgements, legal obligations, liabilities, losses, orders, penalties, suits and builders liens of every nature or kind whatsoever (whether direct, indirect or consequential, including, without limitation, in respect of, incidental to or resulting from any consequential injuries to or death of persons or damage to property or loss of profits and loss of use and damages arising out of delays) and all legal costs on a solicitor-and-own-client basis;
- (o) **“Market Rental Housing”** means a dwelling unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital C;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);

(r) **“Occupancy Permit”** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;

(s) **“Owner”** means the Transferor, including its successors and permitted assigns and any successors in title to the Lands or a portion of the Lands;

(t) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:

(i) a corporation (as that term is defined in the *Business Corporations Act*), then a Related Person is:

(A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or

(B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

(ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;

(u) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;

(v) **“Rezoning”** means the rezoning of the Lands described in Recital C of this Agreement;

(w) **“Term”** means the term of this Agreement, which will commence on the Commencement Date and will end on the later of:

(i) the date as of which the Buildings are demolished or substantially destroyed; or

(ii) 60 years from the date when the final Occupancy Permit is issued for the Market Rental Housing Units; and

(x) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation.

(a) Any interest in land created hereby, including the interests noted in the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and found in certain Articles, Sections, paragraphs or parts of this Agreement, will be construed, interpreted and given force in the context of those portions of this Agreement:

(i) that define the terms used in this Agreement;

(ii) that deal with the interpretation of this Agreement; and

(iii) that are otherwise of general application.

(b) The word “including” when following any general statement, term, or matter is not to be construed to limit such general statement, term, or matter to the specific items set forth immediately following such word or to similar items whether or not non-limiting language such as “without limitation” or “but not limited to” or words of similar import are used with reference thereto, but rather such general statement, term, or matter is to be construed to refer to all other items that could reasonably fall within the broadest possible scope of such general statement, term, or matter.

(c) Any Schedules attached to this Agreement constitute an integral part of this Agreement.

(d) The division of this Agreement into Articles and Sections and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

(e) Words importing the singular number only will include the plural and *vice versa*, words importing the masculine gender will include the feminine and neuter genders and *vice versa*, and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and *vice versa*.

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

(g) This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the date the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached is fully executed and to subsequent amendments to or re-enactments or replacements of such statute or regulations.

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 **Restrictions.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the Buildings, that:

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

(b) if and when it carries out the development on the Lands after the date of this Agreement as contemplated in the Development Permit, it will construct at its sole cost and expense, and throughout the Term will maintain not less than eight residential units in the Development designated as the market rental units contemplated by the Rezoning (the “**Market Rental Housing Units**”), all in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto, all applicable City by-laws and policies, and the requirements of this Agreement;

- (c) throughout the Term, the Market Rental Housing Units will only be used for the purpose of providing Market Rental Housing;
- (d) throughout the Term, none of the Market Rental Housing Units will be rented for 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 or by way of mortgage, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit to be sold or otherwise transferred unless title to every Market Rental Housing Unit is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, subject to Section 7.1;
- (f) throughout the Term, it will not suffer, cause or permit the Buildings to be subdivided by subdivision plan, strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (g) throughout the Term, any sale of a Market Rental Housing Unit in contravention of the covenant in Section 2.1(e), and any subdivision in contravention of 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) it will insure, or cause to be insured, the Buildings, the Market Rental Housing Units and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (i) throughout the Term, it will keep and maintain the Buildings and all parts thereof in good repair and in a safe, clean, neat and tidy condition to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted, subject always to the *Residential Tenancy Act*. If the Market Rental Housing Units or any part of any thereof are/is damaged (and not demolished or substantially destroyed) before the end of the Term, the Owner will, subject to the *Residential Tenancy Act*, 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
- (j) in the event of the substantial or complete destruction or demolition of any Building or Buildings containing some or all of the Market Rental Housing Units prior to the 60 year anniversary of the issuance of the final Occupancy Permit for such Building(s), the Owner will promptly take all steps reasonably necessary to enable it to build a replacement building or buildings on the Lands, which shall contain not less than the same number and type of replacement Market Rental Housing Units as the Building(s) formerly contained, which building(s) will be subject to the same use restrictions as the Building(s) pursuant to this Agreement for the duration of the Term.

ARTICLE 3 OCCUPANCY RESTRICTION

- 3.1 No Occupancy.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the Buildings that the Lands and Buildings will not be used or occupied except as follows:

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

without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3.

ARTICLE 4 RECORD KEEPING

- 4.1 **Record Keeping.** The Owner will keep accurate records pertaining to the use and occupancy of the Market Rental Housing Units, such records to be to the satisfaction of the City. At the request of the City, from time to time, the Owner will make such records available for inspection and copying by the City, subject to any applicable laws with respect to the privacy of such information. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

ARTICLE 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.** Except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel, and subject to Section 6.3, the Owner hereby:

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

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

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

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

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

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

- (i) this Agreement;
- (ii) the City or City Personnel:

- (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the Buildings or any part thereof;

- (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;

- (iii) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's employees, agents, nominees, delegates, permittees, contractors and subcontractors 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.

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 covenants 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 TRANSFER OF LANDS

7.1 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof (other than the transfer of an interest by way of mortgage, where the mortgagee has first granted the Section 219 Covenant contained herein priority, in form and substance satisfactory to the City, over its mortgage), 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 7.1, the selling/transferring Owner shall not be bound by the continuing

obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed.

ARTICLE 8 NOTICES

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

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

Bhagwan Dhir
1435 East 29th Avenue
Vancouver, BC V5N 2Y4

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

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

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

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

ARTICLE 9 MISCELLANEOUS

9.1 Agreement for Benefit of City. The Owner and the City hereby acknowledge, agree and declare that this Agreement is entered into for the sole purpose of benefiting the City and, in particular, acknowledge, agree and declare that this Agreement is not designed to protect or promote the interests of the Owner or any mortgagee of the Owner, or any future owner or occupier of the Lands and any improvements on the Lands or any other person or corporation whatsoever, and the City may, at its sole option, execute a release of this Agreement at any time without liability to anyone for so doing.

9.2 Agreement Runs With the Lands. The covenants and agreements set forth herein on the part of the Owner shall be covenants the burden of which shall run with and shall bind the Lands and shall attach thereto and run with each and every part into which the same may be subdivided or consolidated whether by strata plan, subdivision plan or otherwise, except as otherwise set out in Article 3.

- 9.3 Amendments.** Any amendment to this Agreement will have no force or effect unless in writing and the City and the Owner have signed the amendments.
- 9.4 Assignment by City.** The City, upon prior written notice to the Owner, may assign all or any part of this Agreement to any governmental agency or to any corporation or entity charged with the responsibility for providing such public facilities and services as are contemplated by this Agreement; and the City may designate licensees and permittees for any and all purposes of this Agreement.
- 9.5 City Court Costs.** In an action to enforce this Agreement in respect of which the Court determines that the position of the City will prevail, the City will be entitled to court costs on a solicitor-client basis.
- 9.6 City's Other Rights Unaffected.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, by-laws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.
- 9.7 Damages Insufficient.** The Owner acknowledges that damages may be an inadequate remedy for the City for any breach by the Owner of its obligations under this Agreement and the Owner agrees that the City is entitled to seek and obtain an order for specific performance, injunctive relief (whether prohibitory, mandatory or otherwise) or other equitable relief in connection with any default by the Owner under this Agreement.
- 9.8 Entire Agreement.** This is the entire agreement between the City and the Owner concerning its subject and it may be changed only in a document executed by the City and the Owner.
- 9.9 Further Assurances.** The parties to this Agreement will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 9.10 Joint and Several.** Any covenants, agreements, conditions, or promises made by two or more persons shall be construed as joint as well as several, including any payments or compensation to be paid pursuant to this Agreement. If the Owner consists of more than one person, each such person will be jointly and severally liable to perform the Owner's obligations under this Agreement.
- 9.11 No Assignment.** The Owner shall not assign this Agreement or any of its rights or obligations hereunder except in strict accordance with this Agreement.
- 9.12 No Waiver.** No consent or waiver, expressed or implied, by the City of any default by the Owner in observing or performing its obligations under this Agreement will be effective unless given in writing, or be deemed or construed to be a consent or waiver of any other default. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any

right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. Failure on the part of the City to complain of any act or failure to act by the Owner or to declare the Owner in default, irrespective of how long such failure continues, will not constitute a waiver by the City of its rights under this Agreement or at law or in equity. No waiver by the City of any breach of this Agreement operates as a waiver of any other breach of this Agreement.

- 9.13 Owner's Costs.** Unless otherwise provided, the Owner will be responsible for all costs and expenses incurred to comply with its obligations under this Agreement.
- 9.14 Owner's Duties as Occupier.** Nothing in this Agreement will abrogate or limit the Owner's duties and liability as occupier of the Lands.
- 9.15 Owner's Representations and Warranties.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
 - (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
 - (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and
 - (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.
- 9.16 Registration.** The Owner agrees to cause the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
- (a) contained in any grant from Her Majesty the Queen in Right of the Province of British Columbia respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of the Rezoning or the Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.17 Remedies Cumulative.** The remedies provided for in this Agreement will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City in this Agreement will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity. No reference to nor exercise of any specific right or remedy under this Agreement or at law or in equity by the City will prejudice, limit or preclude the City from exercising any other

such right or remedy. No such right or remedy will be exclusive or dependent upon any other such right or remedy, but the City may, from time to time, exercise any one or more of such rights or remedies independently, successively, or in combination.

- 9.18 Severability.** If a court of competent jurisdiction finds that any provision contained in this Agreement is invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement which will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein and such other provisions will be binding and enforceable to the fullest extent permitted at law or in equity.
- 9.19 Time of Essence.** Time will be of the essence of this Agreement. If either party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party.
- 9.20 Enurement.** This Agreement will enure to the benefit of and will be binding upon the parties hereto and their respective successors, administrators and permitted assigns

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) “Existing Charge” means the Mortgage registered under number BN64318;
- (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 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 to which this Consent and Priority Instrument is attached.

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 4875 Victoria Drive**

The land owner applied to the City to develop the Lands pursuant to Development Application DP-2022-00398 to permit the development of a six-storey mixed-use building containing 102 secured market rental units with commercial uses at grade. 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 market rental housing units, 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
June 27, 2023



1. Application

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

File No.: 1019-21-0151
Attention: Alex Fane / Kelly Boreham
Housing Agreement and Building Use Covenant (Secured Market Rental)

2. Description of Land

PID/Plan Number	Legal Description
EPP127903	LOT 1 BLOCK 1 SOUTH 1/2 OF DISTRICT LOT 706 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP127903

3. Nature of Interest

Type	Number	Additional Information
COVENANT		
PRIORITY AGREEMENT		granting the Covenant with one number less than this Priority Agreement priority over Mortgage CA3393700, Assignment of Rents CA3393701, Mortgage CA3402706 (modified by CA8953228), Assignment of Rents CA3402707 (modified by CA8953229) and Leases 506395M, H83967 and BE271192

4. Terms

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

5. Transferor(s)

ALPEN HOLDINGS LTD., NO.BC0027603

PROSPERA CREDIT UNION, NO.FI-147, AS TO PRIORITY

MARSON ENTERPRISES LTD., NO.BC0655524, AS TO PRIORITY

VANCOUVER ALPEN CLUB, NO.S0002466, 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

Stewart B. Elworthy
 Barrister & Solicitor
 #201-585 16th Street
 West Vancouver, B.C. V7V 3R8
 604-925-6912

Execution Date
 YYYY-MM-DD
 2023 06 09

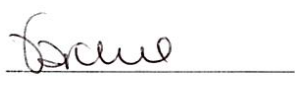
Transferor / Transferee / Party Signature(s)
ALPEN HOLDINGS LTD.
 By its Authorized Signatory(ies):

 Name: CATHERINE SANDS

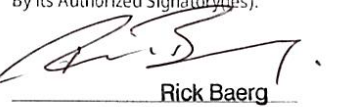
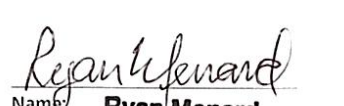
 Name: TRAUTE SCHOLZ

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

Commissioner for Taking Affidavits
In the Province of British Columbia
Rupinder Kaur Garcha
Assistant Manager Prospera Credit Union
 13747 104 Avenue
 Surrey, BC, V3T 1W6 Expires: 30Sep2023

Execution Date
 YYYY-MM-DD
 2023-06-13

Transferor / Transferee / Party Signature(s)
PROSPERA CREDIT UNION
 By its Authorized Signatory(ies):

Rick Baerg
 Name: **Business Account Manager**

 Name: **Ryan Menard**

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

ROBERT I. PARSONS
Barrister & Solicitor
19th Flr. 885 W. Georgia St.
Vancouver, B.C. V6C 3H4

Execution Date

YYY-MM-DD
2023-06-15

Transferor / Transferee / Party Signature(s)

MARSON ENTERPRISES LTD.
By its Authorized Signatory(ies):

Name: **Mark E. Wong**

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

Stewart B. Ilworthy
Barrister & Solicitor
#201-585 16th Street
West Vancouver, B.C. V7V 3R8
604-925-6912

Execution Date

YYY-MM-DD
2023 06 09

Transferor / Transferee / Party Signature(s)

VANCOUVER ALPEN CLUB
By its Authorized Signatory(ies):

Name: **CATHERINE SANDS**

Name: **TRAUTE SCHOLZ**

Officer Certification

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



Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

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)

4855 VICTORIA DRIVE

WHEREAS:

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

- (i) the Transferor, ALPEN HOLDINGS LTD., is called the "Owner";
- (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 applied under Development Permit Application number DP-2022-00398 (the "Development Permit Application") to develop a new six-storey mixed-use building with 102 rental units, with commercial at grade, with two levels of underground parking;

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

- (i) A no separate-sales covenant with respect to residential units.
- (ii) A no stratification covenant with respect to residential units.
- (iii) That none of the residential units will be rented for less than one month at a time.

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 the new building or structure to be built on the Lands following the date this Agreement is fully executed, as contemplated by the Development Permit, and, if applicable, any existing building located on the Lands and which will be renovated in accordance with 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 C;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Occupancy Permit”** means a permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (s) **“Owner”** means the Transferor, ALPEN HOLDINGS LTD., and all assigns, successors and successors in title to the Lands or any part thereof;
- (t) **“Related Person”** means, where the registered or beneficial owner of the Market Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
 - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and

- (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) “**Replacement Rental Housing Unit**” has the meaning ascribed to that term in Section 2.1(k) and “**Replacement Rental Housing Units**” means all of such units;
- (v) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78;
- (w) “**Secured Rental Policy**” means the City’s Secured Rental Policy adopted by the City’s elected council on May 15, 2012 and last amended March 29, 2022, as the same may be amended, supplemented and/or replaced from time to time;
- (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.

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 date of this Agreement as contemplated in the Development Permit, it will construct, fit, and finish, and throughout the Term will maintain, at its sole cost and expense, the Building to contain not less than 102 residential units and related amenity and parking spaces on the Lands in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the “**Market Rental Housing Units**”), all to the satisfaction of the City;
- (c) throughout the Term, no less than thirty-five percent (35%) of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) have at least two (2) bedrooms and will be designed to be suitable for families with children in accordance with the City of Vancouver Secured Rental Policy in force at the time of issuance of a building permit for the Market Rental Housing Units or Replacement Rental Housing Units, as applicable;
- (d) throughout the Term, not less than all the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
- (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed

to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;

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

**ARTICLE 3
RECORD KEEPING**

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

ENFORCEMENT

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

RELEASE AND INDEMNITY

5.1 **Release and Indemnity.** Except to the extent caused by the gross negligence or wrongful intentional acts of the City or the City Personnel, and subject to Section 5.2, the Owner hereby:

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

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

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

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

5.2 Conduct of Proceedings.

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

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

- (c) Regardless of whether the claim is being defended under Section 5.2(a) or Section 5.2(b), the party having conduct of the proceedings will, upon written request of the other party, provide to the other party all information in its possession relating to the proceedings which may be properly disclosed at law.

If the party not having conduct of the proceedings so requests in writing in a timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

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

ARTICLE 6 NOTICES

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

Alpen Holdings Ltd.
1200-805 West Broadway
Vancouver, British Columbia
V5Z 1K1

Attention: Justin Hoffman

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

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

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

**ARTICLE 7
MISCELLANEOUS**

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

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

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

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

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

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

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

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

7.8 Transfer of Lands. The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/ transferring Owner shall not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed. The parties further acknowledge and agree that provided that the Owner or any successor in title to the Lands, or any portion thereof, complies with the requirements under this Section 7.8, neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for 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.

7.9 Discharge

Notwithstanding the provisions set out in Section 7.8 and Section 2.1(g) above, if the Building is subdivided by way of an air space or strata plan subdivision so that there are separate legal parcels which include only non-residential units, upon request from the registered owner of such units, the City will provide a discharge of this Agreement from title to such non-residential units, provided that:

- (a) the City will have no obligation to execute such discharges until a written request therefor from the Owner has been received by the City, which request will include the form of discharge in registrable form;
- (b) the cost of preparation of such discharges and the cost of registration of the same in the LTO will be paid by the Owner; and
- (c) the City will have a reasonable time within which to execute such discharges and return same to the Owner for registration.

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal interests in the title to the Lands;

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

7.11 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 CA3393700 and the Assignment of Rents registered under number CA3393701;
- (b) "Existing Chargeholder" means PROSPERA CREDIT UNION;
- (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:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CA3402706 and the Assignment of Rents registered under number CA3402707;
- (b) "Existing Chargeholder" means MARSON ENTERPRISES LTD.;
- (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:

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means the Leases registered under number 506395M, number H83967 and number BE271192;
- (b) "Existing Chargeholder" means VANCOUVER ALPEN CLUB;
- (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:

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend Zoning and Development By-law No. 3575**

Following the Public Hearing on June 15, 2023, Council resolved to amend the Zoning and Development By-law regarding Broadway Plan amendments to industrial zones. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
June 27, 2023

BY-LAW NO. _____

**A By-law to amend Zoning and Development By-law No. 3575
regarding Broadway Plan amendments to industrial zones**

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. 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 plans attached as Schedules A and B to this by-law, and incorporates Schedules A and B into Schedule D of By-law No. 3575.

3. The areas shown within the heavy black outline on:

- (a) Schedule A are rezoned and moved from the IC-1 district to the IC-2 district; and
- (b) Schedule B are rezoned and moved from the IC-2 district to the IC-1 district.

4. In section 2, Council strikes out the definition of Creative Products Manufacturing in the right column of the table and substitutes the following:

“The use of premises for the development, prototyping, testing and ancillary marketing of products to be produced in a physical form, although the product does not have to be produced on the premises, which can involve a customized design process, and includes clothing design, furniture design, industrial product design and similar uses, but does not include General Office.”.

5. In section 11.10.2.1(d), Council strikes out “of the IC-2 district south of East 5th Avenue” and substitutes “of the IC-1 district south of East 5th Avenue and north of East 6th Avenue”.

6. In Schedule F, Council:

- (a) adds a new row below the row for RM-12 (Grandview Woodland) as follows:

“

I-1 (Mount Pleasant)	\$123.65 per m ² (to a max FSR of 4.5 above 3.0 FSR)
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”; and

(b) adds a new row below the row for I-3 (Woodland Flats) as follows:

“

IC-2 (Burrard Slopes)	\$123.65 per m ² (to a max FSR of 4.5 above 3.0 FSR)
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”.

7. In the C-2 District Schedule, the C-2B District Schedule, the C-2C District Schedule, and the C-2C1 District Schedule, Council strikes out Map 1, Map 1A, Map 1B, and Map 1C and substitutes Map 1, Map 1A, Map 1B, and Map 1C as attached to this by-law as Schedule C.

8. In the I-1 District Schedule, Council:

(a) in section 2.1:

(i) adds the following new row to the table under the general land use category “Institutional Uses”, in the correct alphabetical order:

“Child Day Care Facility Conditional 2.2.1”,

(ii) adds the following new row to the table under the general land use category “Manufacturing Uses”, in the correct alphabetical order:

“Creative Products Manufacturing Conditional 2.2.1, 2.2.5”,

(iii) in the row for “Farmers’ Market”, strikes out “2.2.5” and substitutes “2.2.6”,

(iv) in the row for “Neighbourhood Public House”, strikes out “, 2.2.6”,

(v) in the row for “Restaurant - Class 2”, strikes out “, 2.2.7”,

(vi) in the row for “Wholesaling - Class B”, strikes out “2.2.8” and substitutes “2.2.7”,

(vii) in the row for “Accessory Buildings, customarily ancillary to any use listed in this section 2.1”, strikes out “2.2.9” and substitutes “2.2.8”,

(viii) in the row for “Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1, other than accessory retail use in combination with outright approval wholesale uses listed in this section 2.1”, strikes out “2.2.10” and substitutes “2.2.9”,

(ix) in the row for “Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1”, strikes out “2.2.11” and substitutes “2.2.10”,

- (x) in the row for “Accessory Uses, customarily ancillary to any use listed in this section 2.1 and not permitted as an outright approval use or otherwise permitted as a conditional approval use”, strikes out “2.2.12” and substitutes “2.2.11”, and
 - (xi) in the row for “Any other use that is not specifically listed and defined as a use in Section 2 of this by-law”, strikes out “2.2.13” and substitutes “2.2.12”;
- (b) in section 2.2, Council:
- (i) renumbers section 2.2.5 as section 2.2.6,
 - (ii) adds a new section 2.2.5 as follows:

“2.2.5 Creative products manufacturing is not permitted on the first storey, or on any storey with its floor level within 2 m above finished grade.”,
 - (iii) strikes out sections 2.2.6 and 2.2.7,
 - (iv) renumbers sections 2.2.8 through 2.2.13 as sections 2.2.7 through 2.2.12, respectively,
 - (v) in section 2.2.9(b), strikes out “by a wall”,
 - (vi) in section 2.2.10, strikes out “2.2.10” and substitutes “2.2.9”,
 - (vii) in section 2.2.11, strikes out “2.2.10” and substitutes “2.2.9”;
- (c) strikes out section 3.1.1.1 and substitutes:
- “3.1.1.1 The maximum floor space ratio is 3.00, subject to the following allocations:
- (a) the maximum floor space ratio is 3.00 for:
 - (i) manufacturing uses,
 - (ii) transportation and storage uses,
 - (iii) utility and communication uses,
 - (iv) wholesale uses,
 - (v) service uses limited to: catering establishment, laboratory, laundry or cleaning plant, motor vehicle repair shop, photofinishing or photography laboratory, production or rehearsal studio, repair shop - class A, sign painting shop, and work shop, and

- (vi) cultural and recreational uses, limited to artist studio - class B; and
 - (b) the maximum floor space ratio is 1.00 for all other uses combined, except that:
 - (i) the Director of Planning may permit additional floor area to a maximum additional floor space ratio of 1.00 if an equal amount of floor area on the ground floor is used for a use listed in section 3.1.1.1(a) above, and
 - (ii) the floor area for a lounge use accessory to brewing or distilling must not exceed:
 - (A) 80 m² for any portion of the lounge use located within the principal building, and
 - (B) 80 m² for any portion of the lounge use located outside the principal building.
- 3.1.1.2 Despite section 3.1.1.1 above, the Director of Planning may increase the permitted floor area by 1 m² per amenity share or per affordable housing share provided to the City at no cost to the City, to a maximum additional floor space ratio of 1.50, if:
- (a) a minimum of 33.3% of the additional floor area is for uses listed in section 3.1.1.1(a) above; and
 - (b) the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.
- 3.1.1.3 Despite section 3.1.1.2 above, the maximum floor space ratio achievable as a result of the provision of amenity shares or affordable housing shares must otherwise comply in all respects with this schedule and this by-law.
- 3.1.1.4 Despite sections 3.1.1.1 and 3.1.1.2 above, the Director of Planning may increase the permitted floor space ratio by an additional floor space ratio of 0.50, if:
- (a) the greater of a floor space ratio of 0.20 or 185 m² of contiguous floor area is provided for artist studio - class B;
 - (b) the artist studio - class B is preserved in the public domain by way of a registered agreement and operated by the City or its delegates; and

(c) the Director of Planning considers the intent of this schedule, all applicable Council policies and guidelines, and the submission of any advisory group, property owner or tenant.”;

(d) strikes out section 3.1.2 and substitutes the following:

“

3.1.2 Building Form and Placement

Regulations		I-1
3.1.2.1	Maximum building height	30.5 m
3.1.2.2	Minimum front yard depth for:	
	(a) buildings with a front yard on Quebec Street or Yukon Street	1.5 m
	(b) all other buildings	0.65 m
3.1.2.3	Minimum side yard width for:	
	(a) buildings with a side yard on Quebec Street or Yukon Street	1.5 m
	(b) buildings with a side yard that adjoins a site located in an R district, without the intervention of a lane	1.5 m
	(c) all other buildings	not required
3.1.2.4	Minimum rear yard depth	3.1 m

Front Yard

3.1.2.5 The Director of Planning may decrease the minimum front yard depth if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Side Yard

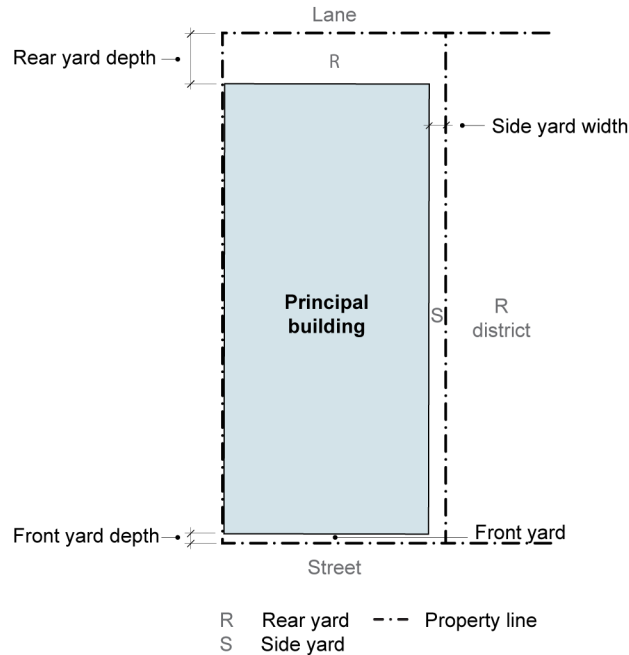
3.1.2.6 Despite the minimum side yard width in section 3.1.2.3(c) above, where a side yard is provided, although not required, the minimum side yard width is 0.9 m.

3.1.2.7 The Director of Planning may decrease the minimum side yard width if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Rear Yard

- 3.1.2.8 Despite the minimum rear yard depth in section 3.1.2.4 above, where the rear of the site abuts a lane, the required minimum rear yard depth will be decreased by the distance between the rear property line and the ultimate centre line of the lane.

Diagram: Building placement for principal building



- 3.1.2.9 The Director of Planning may waive the requirement to provide a rear yard if the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required.”;
- (e) renumbers section 4.1 as section 4.2, and sections 4.1.1 and 4.1.2 as sections 4.2.1 and 4.2.2, respectively;
- (f) adds a new section 4.1 as follows:
- 4.1 Amenity Shares and Affordable Housing Shares**
- 4.1.1 For the purposes of this schedule, amenity has the meaning set out in Schedule F: Affordable Housing and Amenity Share Cost Schedule of this by-law.
- 4.1.2 For the purposes of this schedule, the cost of an amenity share or

affordable housing share is the amount specified per m² in Schedule F: Affordable Housing and Amenity Share Cost Schedule of this by-law for the I-1 zoning district.”; and

(g) adds a new section 4.3 as follows:

“4.3 Yards: Projections

4.3.1 No portion of underground parking is permitted to project into any required yard except for an access ramp, except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.”.

9. In the I-1A District Schedule and the I-1B District Schedule, Council:

(a) in section 2.1:

(i) adds the following new row to the table under the general land use category “Institutional Uses”, in the correct alphabetical order:

“Child Day Care Facility Conditional 2.2.1”,

(ii) in the row for “Neighbourhood Public House”, strikes out “, 2.2.6”,

(iii) in the row for “Restaurant - Class 2”, strikes out “, 2.2.7”,

(iv) in the row for “Wholesaling - Class B”, strikes out “2.2.8” and substitutes “2.2.6”,

(v) in the row for “Accessory Buildings, customarily ancillary to any use listed in this section 2.1”, strikes out “2.2.9” and substitutes “2.2.7”,

(vi) in the row for “Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1, other than accessory retail use in combination with outright approval wholesale uses listed in this section 2.1”, strikes out “2.2.10” and substitutes “2.2.8”,

(vii) in the row for “Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1”, strikes out “2.2.11” and substitutes “2.2.9”,

(viii) in the row for “Accessory Uses, customarily ancillary to any use listed in this section 2.1 and not permitted as an outright approval use or otherwise permitted as a conditional approval use”, strikes out “2.2.12” and substitutes “2.2.10”, and

(ix) in the row for “Any other use that is not specifically listed and defined as a use in Section 2 of this by-law”, strikes out “2.2.13” and substitutes “2.2.11”;

(b) in section 2.2:

- (i) strikes out sections 2.2.6 and 2.2.7,
- (ii) renumbers sections 2.2.8 through 2.2.13 as sections 2.2.6 through 2.2.11, respectively,
- (iii) in section 2.2.8(b), strikes out “by a wall”,
- (iv) in section 2.2.9, strikes out “2.2.10” and substitutes “2.2.8”,
- (v) in section 2.2.10, strikes out “2.2.10” and substitutes “2.2.8”;

(c) strikes out section 3.1.1.1 and substitutes:

“3.1.1.1 The maximum floor space ratio is 3.00, subject to the following allocations:

(a) the maximum floor space ratio is 3.00 for:

- (i) manufacturing uses,
- (ii) transportation and storage uses,
- (iii) utility and communication uses,
- (iv) wholesale uses,
- (v) service uses limited to: catering establishment, laboratory, laundry or cleaning plant, motor vehicle repair shop, photofinishing or photography laboratory, production or rehearsal studio, repair shop - class A, sign painting shop, and work shop, and
- (vi) cultural and recreational uses, limited to artist studio - class B; and

(b) the maximum floor space ratio is 1.00 for all other uses combined, except that:

- (i) the Director of Planning may permit additional floor area to a maximum additional floor space ratio of 1.00 if an equal amount of floor area on the ground floor is used for a use listed in section 3.1.1.1(a) above, and
- (ii) the floor area for a lounge use accessory to brewing or distilling must not exceed:

- (A) 80 m² for any portion of the lounge use located within the principal building, and
- (B) 80 m² for any portion of the lounge use located outside the principal building.”;

(d) in section 3.1.1.2(a), strikes out “or 3.1.1.1(b)(i)”.

10. In section 3.1.1.3(a) of the I-1B District Schedule, Council strikes out “or 3.1.1.1(b)(i)”.

11. In the I-1C District Schedule, Council:

(a) in section 2.1:

(i) adds the following new row to the table under the general land use category “Manufacturing Uses”, in the correct alphabetical order:

“Creative Products Manufacturing Conditional 2.2.1, 2.2.4”,

(ii) in the row for “Farmers’ Market”, strikes out “2.2.4” and substitutes “2.2.5”,

(iii) in the row for “Neighbourhood Public House”, strikes out “, 2.2.5”,

(iv) in the row for “Restaurant - Class 2”, strikes out “, 2.2.6”,

(v) in the row for “Wholesaling - Class B”, strikes out “2.2.7” and substitutes “2.2.6”,

(vi) in the row for “Accessory Buildings, customarily ancillary to any use listed in this section 2.1”, strikes out “2.2.8” and substitutes “2.2.7”,

(vii) in the row for “Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1, other than accessory retail use in combination with outright approval wholesale uses listed in this section 2.1”, strikes out “2.2.9” and substitutes “2.2.8”,

(viii) in the row for “Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1”, strikes out “2.2.10” and substitutes “2.2.9”,

(ix) in the row for “Accessory Uses, customarily ancillary to any use listed in this section 2.1 and not permitted as an outright approval use or otherwise permitted as a conditional approval use”, strikes out “2.2.11” and substitutes “2.2.10”, and

(x) in the row for “Any other use that is not specifically listed and defined as a use in Section 2 of this by-law”, strikes out “2.2.12” and substitutes “2.2.11”;

- (b) in section 2.2, Council:
- (i) renumbers sections 2.2.4 through 2.2.12 as sections 2.2.5 through 2.2.13, respectively,
 - (ii) adds a new section 2.2.4 as follows:

“2.2.4 Creative products manufacturing is not permitted on the first storey, or on any storey with its floor level within 2 m above finished grade.”,
 - (iii) strikes out sections 2.2.6 and 2.2.7,
 - (iv) renumbers sections 2.2.8 through 2.2.13 as sections 2.2.6 through 2.2.11, respectively,
 - (v) in section 2.2.8(b), strikes out “by a wall”,
 - (vi) in section 2.2.9, strikes out “2.2.9” and substitutes “2.2.8”,
 - (vii) in section 2.2.11, strikes out “2.2.9” and substitutes “2.2.8”; and
- (c) strikes out section 3.1.1.1 and substitutes:
- “3.1.1.1 The maximum floor space ratio is 6.00, subject to the following allocations:
- (a) the maximum floor space ratio is 6.00 for:
 - (i) manufacturing uses,
 - (ii) transportation and storage uses,
 - (iii) utility and communication uses,
 - (iv) wholesale uses,
 - (v) service uses limited to: catering establishment, laboratory, laundry or cleaning plant, motor vehicle repair shop, photofinishing or photography laboratory, production or rehearsal studio, repair shop - class A, repair shop - class B, sign painting shop, and work shop, and
 - (vi) cultural and recreational uses limited to artist studio - class B;
 - (b) the total floor area of all uses listed in section 3.1.1.1(a) above must not be less than 33.3% of the net floor area; and

- (c) the maximum floor space ratio is 4.00 for all other uses combined, except that the floor area for a lounge use accessory to brewing or distilling must not exceed:
 - (i) 80 m² for any portion of the lounge use located within the principal building, and
 - (ii) 80 m² for any portion of the lounge use located outside the principal building.”.

12. In the IC-1 and IC-2 Districts Schedule, Council:

- (a) in the title, strikes out “and IC-2 Districts” and substitutes “District”;
- (b) in section 1.1, strikes out “for the IC-2 district” and substitutes “for sites on Main Street”;
- (c) in section 1.2, strikes out “and IC-2 districts” and substitutes “district”;
- (d) in section 3.1.2, in the table heading, strikes out “and IC-2”;
- (e) in section 3.1.2.4, strikes out “located in the IC-2 district” and substitutes “on Main Street”; and
- (f) in section 4.2.1, strikes out “the IC-2 district” and substitutes “sites on Main Street”.

13. Council adds a new IC-2 District Schedule as attached to this by-law as Schedule D.

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

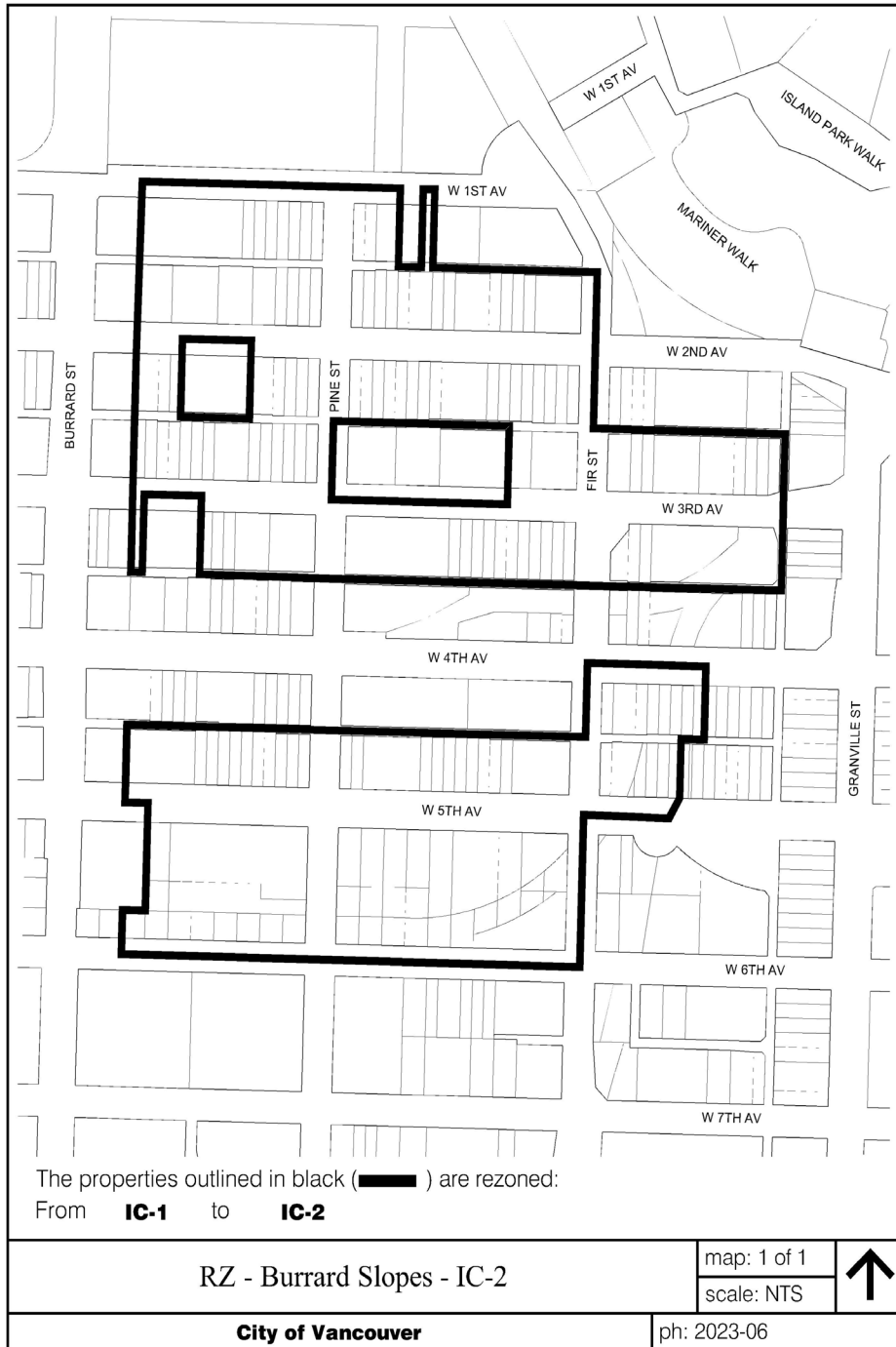
15. This by-law is to come into force and take effect upon enactment.

ENACTED by Council this _____ day of _____, 2023

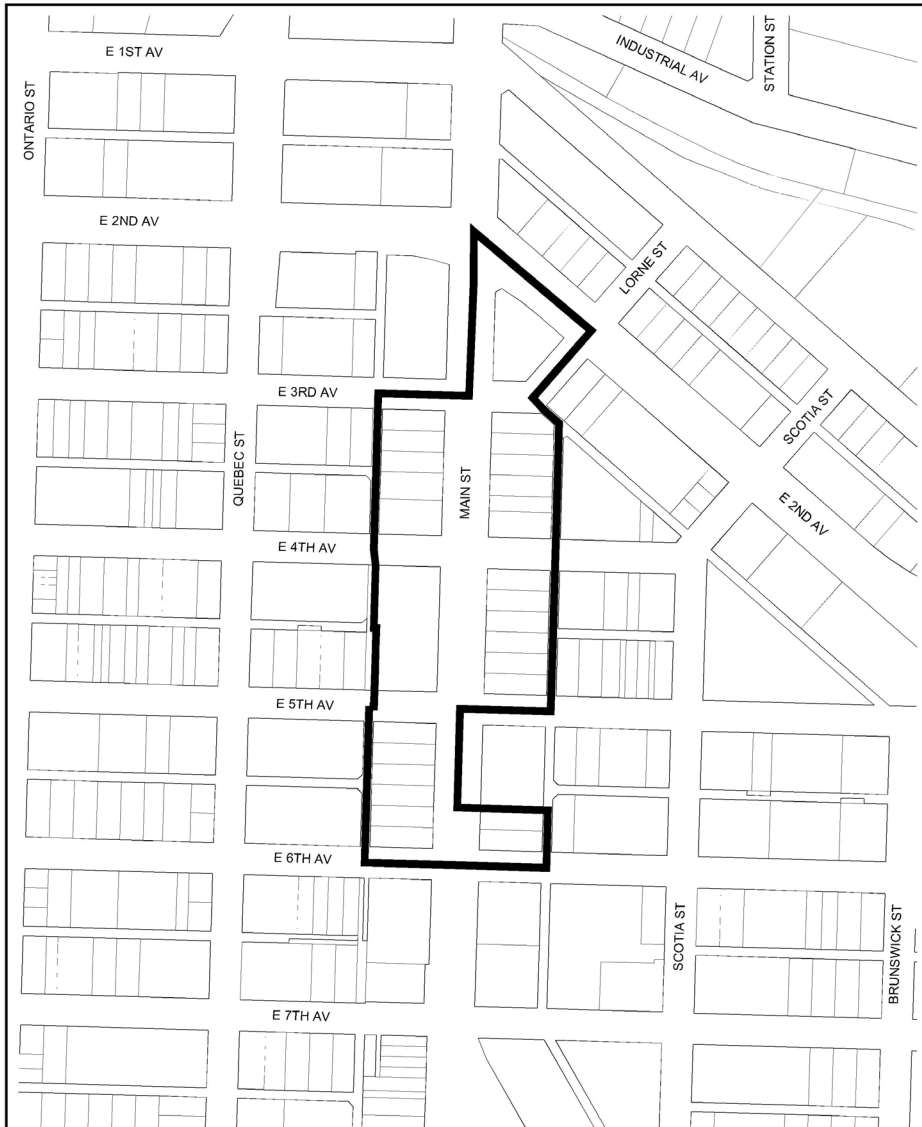
Mayor

Acting City Clerk

Schedule A



Schedule B



The properties outlined in black (**█**) are rezoned:
From **IC-2** to **IC-1**

RZ - Main Street - IC-1

map: 1 of 1

scale: NTS

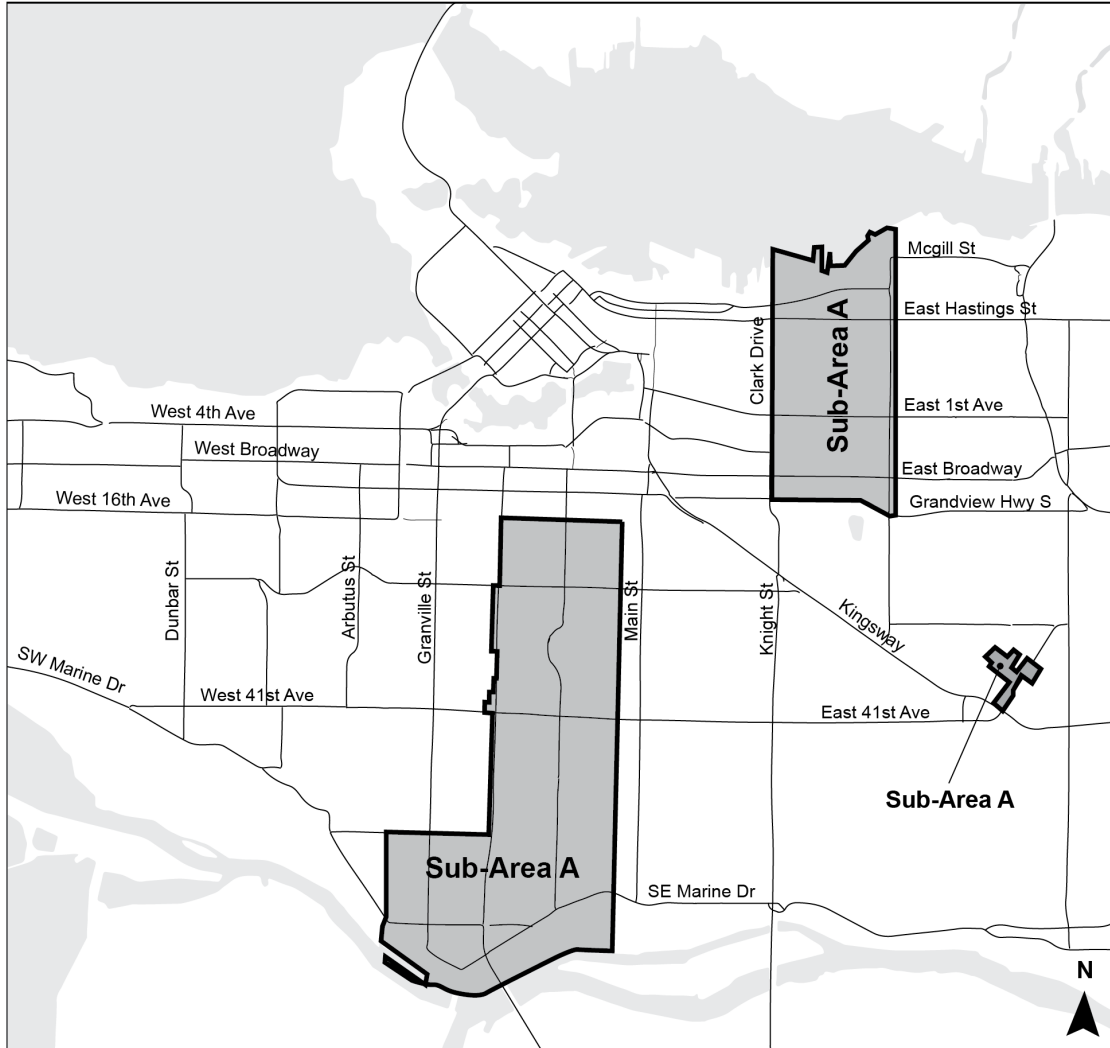


City of Vancouver

ph: 2023-06

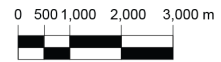
Schedule C

Map 1: Sub-Area A

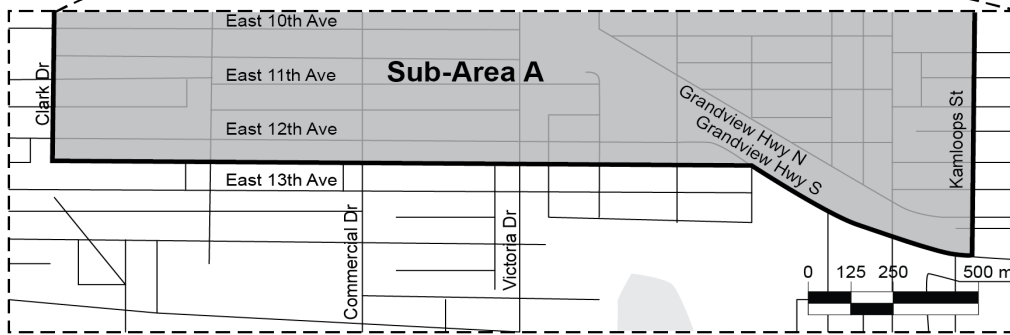
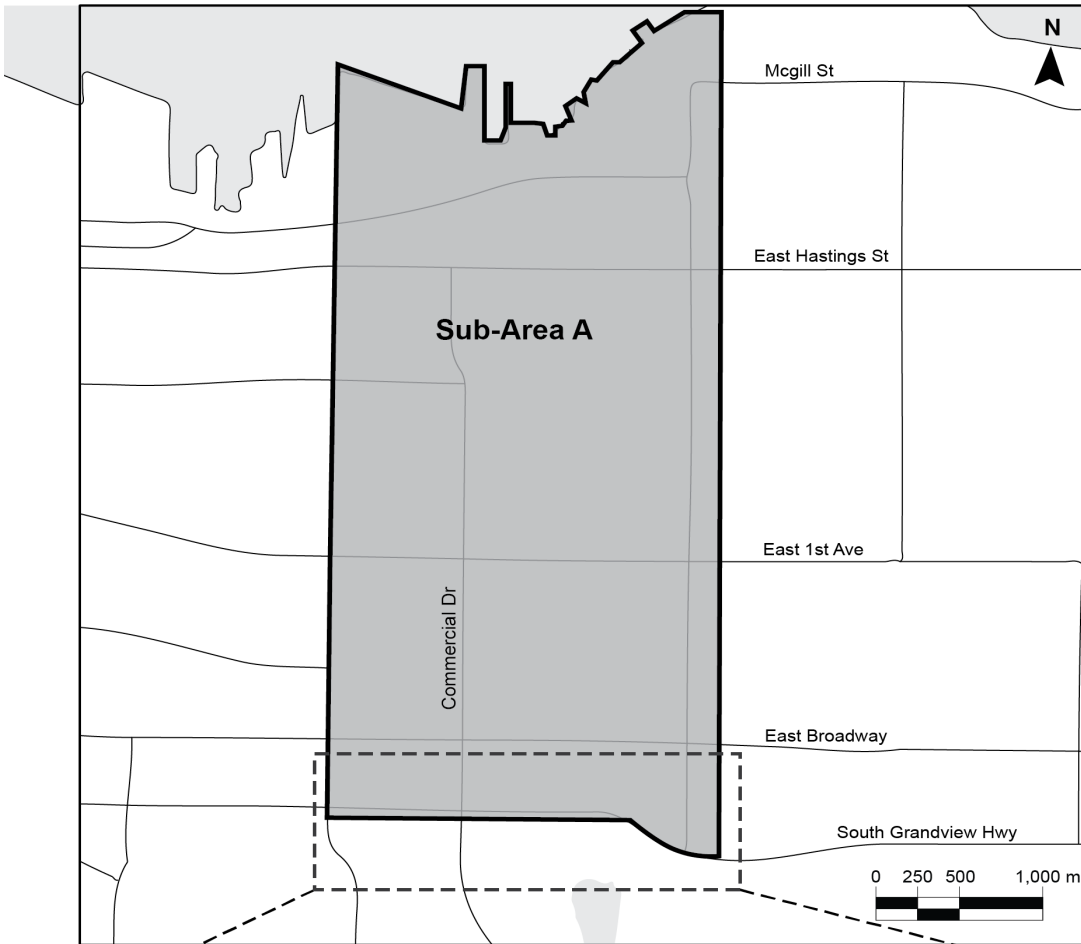


LEGEND

■ Sub-Area A

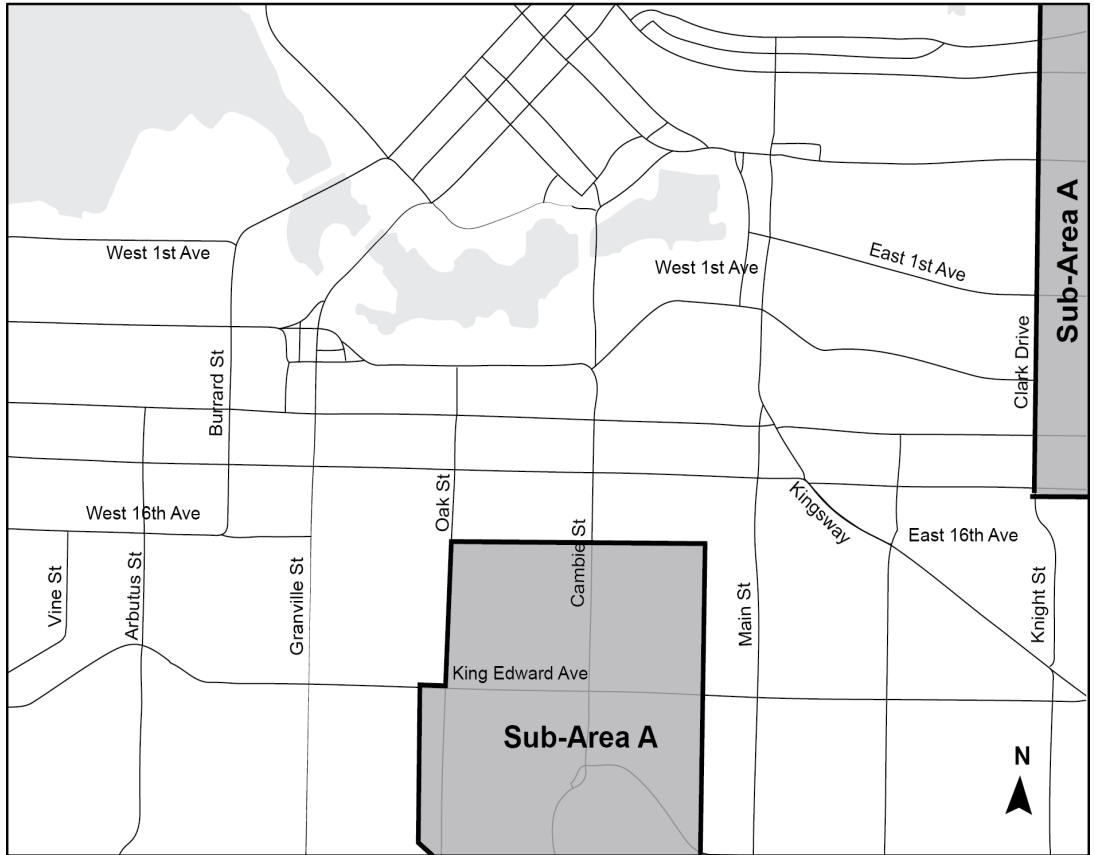


Map 1A: Sub-Area A



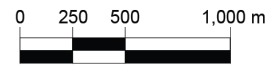
LEGEND
■ Sub-Area A

Map 1B: Sub-Area A

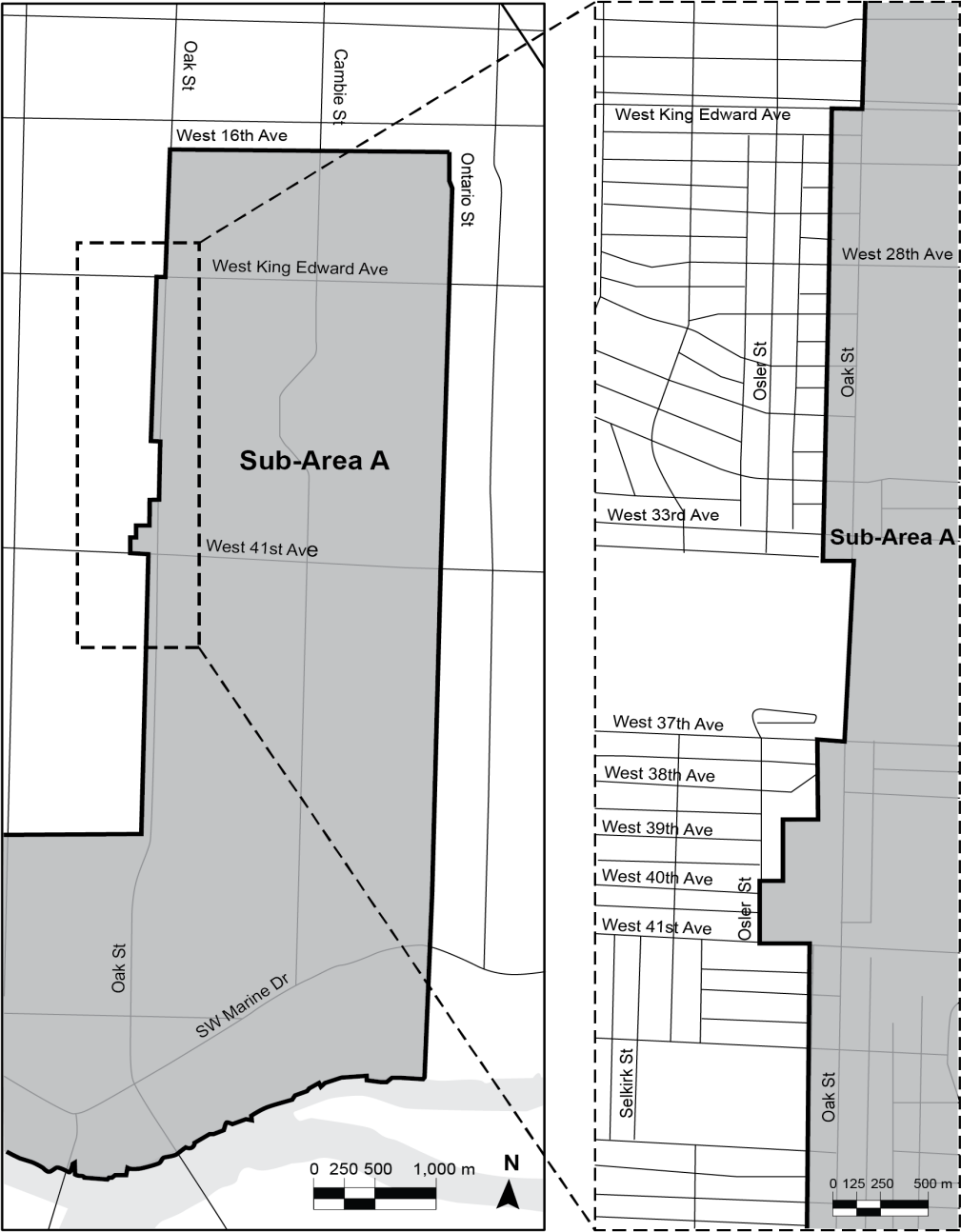


LEGEND

■ Sub-Area A



Map 1C: Sub-Area A



LEGEND
■ Sub-Area A

IC-2

District Schedule

1 INTENT AND OVERVIEW

1.1 Intent

The intent of this schedule is to permit light industrial uses, including those with a significant amount of research and development activity, that are generally compatible with one another and with adjoining residential or commercial districts. Commercial uses compatible with and complementing light industrial uses are also permitted.

The intent of external design regulations for sites with a front or side yard on Burrard Street is to achieve a form of development compatible with the function and character of abutting major streets, and specifically to achieve building continuity along major streets in the district.

1.2 Overview

The table below provides an overview of outright and conditional approval uses in the IC-2 district, categorized by the minimum site area required, where applicable. Applicable density, form and placement regulations in section 3 of this schedule are cross-referenced in the third column.

Minimum Site Area	Use	Density, Form and Placement Regulations
--	All uses in section 2.1 of this schedule	3.1

2 USE REGULATIONS

2.1 Outright and Conditional Approval Uses

All outright and conditional approval uses are subject to all other provisions of this by-law, including Section 2, Section 10 and Section 11, and compliance with the regulations of this schedule including section 2.2.

The uses identified in the table below as outright approval uses are permitted in this district and will be issued a permit.

The uses identified in the table below as conditional approval uses may be approved in this district by the Director of Planning or Development Permit Board, with or without conditions, if the Director of Planning or Development Permit Board considers:

- (a) the intent of this schedule and all applicable Council policies and guidelines; and
- (b) the submission of any advisory group, property owner or tenant.

Uses are listed under their general land use category. Applicable use-specific regulations in section 2.2 of this schedule are cross-referenced in the third column. Cross-references to applicable use-specific regulations are provided for information purposes only and do not form part of this by-law.

Use	Approval	Use-Specific Regulations
Agricultural Uses		
Urban Farm - Class B	Conditional	2.2.1
Cultural and Recreational Uses		
Artist Studio - Class A, provided that the use must not be combined with a Residential Unit	Outright	2.2.2
Artist Studio - Class A, not permitted as an outright approval use	Conditional	2.2.1
Artist Studio - Class B	Conditional	2.2.1
Arts and Culture Indoor Event	Outright	2.2.2
Club	Conditional	2.2.1
Fitness Centre	Conditional	2.2.1
Park or Playground	Conditional	2.2.1
Dwelling Uses		
Dwelling Unit	Conditional	2.2.1, 2.2.3
Residential Unit associated with and forming an integral part of an Artist Studio	Conditional	2.2.1, 2.2.4
Institutional Uses		
Ambulance Station	Conditional	2.2.1
Child Day Care Facility	Conditional	2.2.1
Public Authority Use	Conditional	2.2.1
Social Service Centre	Conditional	2.2.1
Manufacturing Uses		
Bakery Products Manufacturing	Outright	2.2.2
Batteries Manufacturing	Outright	2.2.2
Brewing or Distilling	Conditional	2.2.1
Chemicals or Chemical Products Manufacturing - Class A	Conditional	2.2.1
Chemicals or Chemical Products Manufacturing - Class B	Outright	2.2.2
Clothing Manufacturing	Outright	2.2.2

Use	Approval	Use-Specific Regulations
Creative Products Manufacturing	Conditional	2.2.1, 2.2.5
Dairy Products Manufacturing	Outright	2.2.2
Electrical Products or Appliances Manufacturing	Outright	2.2.2
Food or Beverage Products Manufacturing - Class A	Conditional	2.2.1
Food or Beverage Products Manufacturing - Class B	Outright	2.2.2
Furniture or Fixtures Manufacturing	Outright	2.2.2
Ice Manufacturing	Outright	2.2.2
Information Communication Technology Manufacturing	Outright	2.2.2
Jewellery Manufacturing	Outright	2.2.2
Leather Products Manufacturing	Outright	2.2.2
Linoleum or Coated Fabrics Manufacturing	Conditional	2.2.1
Machinery or Equipment Manufacturing	Conditional	2.2.1
Metal Products Manufacturing - Class B	Conditional	2.2.1
Miscellaneous Products Manufacturing - Class A	Conditional	2.2.1
Miscellaneous Products Manufacturing - Class B	Outright	2.2.2
Motor Vehicle Parts Manufacturing	Conditional	2.2.1
Non-Metallic Mineral Products Manufacturing - Class A	Conditional	2.2.1
Non-Metallic Mineral Products Manufacturing - Class B	Outright	2.2.2
Paper Products Manufacturing	Outright	2.2.2
Plastic Products Manufacturing	Outright	2.2.2
Printing or Publishing	Outright	2.2.2
Rubber Manufacturing	Conditional	2.2.1
Rubber Products Manufacturing	Outright	2.2.2
Shoes or Boots Manufacturing	Outright	2.2.2
Textiles or Knit Goods Manufacturing	Conditional	2.2.1
Tobacco Products Manufacturing	Outright	2.2.2
Transportation Equipment Manufacturing	Conditional	2.2.1
Vegetable Oil Manufacturing	Conditional	2.2.1
Wood Products Manufacturing - Class B	Outright	2.2.2
Office Uses		
General Office	Outright	2.2.2
Parking Uses		
Parking Uses	Conditional	2.2.1
Retail Uses		
Farmers' Market	Conditional	2.2.1, 2.2.6

Use	Approval	Use-Specific Regulations
Furniture or Appliance Store	Outright	2.2.2
Gasoline Station - Full Serve	Outright	2.2.2
Gasoline Station - Split Island	Conditional	2.2.1
Public Bike Share	Conditional	2.2.1
Retail Store	Outright	2.2.2
Vehicle Dealer	Outright	2.2.2
Service Uses		
Animal Clinic	Outright	2.2.2
Auction Hall	Conditional	2.2.1
Catering Establishment	Outright	2.2.2
Laboratory	Outright	2.2.2
Laundry or Cleaning Plant	Outright	2.2.2
Motor Vehicle Repair Shop	Outright	2.2.2
Motor Vehicle Wash	Outright	2.2.2
Photofinishing or Photography Laboratory	Outright	2.2.2
Photofinishing or Photography Studio	Outright	2.2.2
Print Shop	Outright	2.2.2
Production or Rehearsal Studio	Outright	2.2.2
Repair Shop - Class A	Outright	2.2.2
Repair Shop - Class B	Outright	2.2.2
Restaurant - Class 1	Outright	2.2.2, 2.2.7
School - Arts or Self-Improvement	Outright	2.2.2
School - Business	Outright	2.2.2
School - Vocational or Trade	Outright	2.2.2
Sign Painting Shop	Outright	2.2.2
Work Shop	Outright	2.2.2
Transportation and Storage Uses		
Booming Ground	Conditional	2.2.1
Cold Storage Plant	Outright	2.2.2
Marine Terminal or Berth	Conditional	2.2.1
Mini-Storage Warehouse	Conditional	2.2.1
Packaging Plant	Outright	2.2.2
Storage Warehouse	Outright	2.2.2
Storage Yard	Conditional	2.2.1

Use	Approval	Use-Specific Regulations
Taxicab or Limousine Station	Conditional	2.2.1
Truck Terminal or Courier Depot	Conditional	2.2.1
Weighing or Inspection Station	Conditional	2.2.1
Works Yard	Conditional	2.2.1
Utility and Communication Uses		
Public Utility	Conditional	2.2.1
Radiocommunication Station	Outright	2.2.2
Recycling Depot	Conditional	2.2.1
Wholesale Uses		
Cardlock Fuel Station	Conditional	2.2.1
Lumber and Building Materials Establishment	Outright	2.2.2
Wholesaling - Class A	Outright	2.2.2
Wholesaling - Class B	Outright	2.2.2
uncategorized		
Accessory Buildings, customarily ancillary to any use listed in this section 2.1	Outright	2.2.2, 2.2.8
Accessory Uses, customarily ancillary to any outright approval use listed in this section 2.1, other than accessory retail use in combination with outright approval wholesale uses listed in this section 2.1	Outright	2.2.2, 2.2.9
Accessory Uses, customarily ancillary to any conditional approval use listed in this section 2.1	Conditional	2.2.1, 2.2.10
Accessory Uses, customarily ancillary to any use listed in this section 2.1 and not permitted as an outright approval use or otherwise permitted as a conditional approval use	Conditional	2.2.1
Any other use that is not specifically listed and defined as a use in Section 2 of this by-law	Conditional	2.2.1, 2.2.11
Any outright approval use listed in this section 2.1 that does not comply with section 2.2.2(a) of this schedule	Conditional	2.2.1

2.2 Use-Specific Regulations

2.2.1 Conditional approval uses listed in section 2.1 of this schedule:

- (a) except for cardlock fuel station, gasoline station - split island, and outdoor eating area in combination with a club, must be carried on wholly within a completely enclosed building, unless appropriate measures are taken, to the satisfaction of the Director of Planning, to eliminate any dangerous, injurious, noxious or otherwise objectionable impact that could adversely affect the surrounding

area and adjoining non-industrial districts and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation, and the intent of this schedule;

- (b) must not involve the bulk storage, pending ultimate distribution off-site, of: compressed gas, petroleum, coal tar products or derivatives, except for cardlock fuel station and gasoline station - split island; explosives, fireworks, ammunition, matches, or flares; radioactive material; or rags or cotton waste;
- (c) may involve the storage of the following only if they are wholly within a completely enclosed building: fish, fish oil or meal, animal oil or fat, or vegetable oil; fungicides, herbicides or pesticides; grain, hops or sugar; paint, varnish, oil shellac or turpentine; scrap; or toxic or corrosive chemicals or acids;
- (d) may involve the storage of goods or materials only if they are wholly within a completely enclosed building, unless the yard or portion of the yard containing the goods or materials is enclosed by a suitable fence or wall restricting public access; and
- (e) may involve the storage of goods or materials or the placement of machinery or of refuse or garbage receptacles only if they are wholly within a completely enclosed building, unless they are adequately screened from view from any adjacent R district, or any R district across an adjacent street or lane, by evergreen planting, wall, or fence and related landscaping that is acceptable to the Director of Planning.

2.2.2 Outright approval uses listed in section 2.1 of this schedule:

- (a) except for gasoline station - full serve, lumber and building materials establishment, and outdoor eating area in combination with a restaurant or retail store, must be carried on wholly within a completely enclosed building, except for off-street parking and loading, heating or mechanical equipment, or other facilities or equipment that the Director of Planning considers similar to the foregoing and, in the case of outdoor eating area, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation, and the intent of this schedule; and
- (b) must not involve the bulk storage, pending ultimate distribution off-site, of: compressed gas, petroleum, coal tar products or derivatives, except for gasoline station - full serve; explosives, fireworks, ammunition, matches, or flares; radioactive material; or rags or cotton waste.

2.2.3 Dwelling unit may be permitted in combination with any use listed in section 2.1 of this schedule if:

- (a) it is for a caretaker or other person similarly employed; and
- (b) such dwelling unit is considered to be essential to the operation of the business or establishment.

2.2.4 Residential unit associated with and forming an integral part of an artist studio may be permitted if:

- (a) the change of use applies to floor area existing as of February 26, 2013; and
- (b) additions are limited to a maximum of 10% of the existing floor area.

- 2.2.5 Creative products manufacturing is not permitted on the first storey, or on any storey with its floor level within 2 m above finished grade.
- 2.2.6 Farmers' market may be permitted if the Director of Planning considers the appropriateness of the use with respect to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility and pedestrian amenity.
- 2.2.7 Restaurant - class 1 is permitted as an outright approval use if the floor area does not exceed 65 m².
- 2.2.8 Accessory buildings customarily ancillary to any use listed in section 2.1 of this schedule are permitted as an outright approval use if:
- (a) no accessory building exceeds 3.7 m in height, measured to:
 - (i) the highest point of a flat roof,
 - (ii) the deck line of a mansard roof, or
 - (iii) the mean height between the eaves and the ridge of a gable, hip or gambrel roof,provided that no portion of an accessory building exceeds 4.6 m in building height;
 - (b) an accessory building is located:
 - (i) in the rear yard, and
 - (ii) at least 3.1 m from the ultimate centre line of any rear or flanking lane; and
 - (c) the total floor area of an accessory building, measured to the extreme outer limits of the building, does not exceed 10% of the total site area.
- 2.2.9 Accessory uses customarily ancillary to any outright approval use listed in section 2.1 of this schedule, other than accessory retail use in combination with outright approval wholesale uses listed in section 2.1 of this schedule, are permitted if:
- (a) the total floor area of all accessory uses does not exceed 33.3% of the gross floor area of the principal and accessory uses combined, unless the accessory use is permitted as an outright approval use pursuant to section 2.1 of this schedule; and
 - (b) the floor area in accessory retail use, other than accessory retail use associated with an artist studio, is separated from the floor area in all other uses, and the other uses are not accessible to the public.
- 2.2.10 Accessory uses customarily ancillary to any conditional approval use listed in section 2.1 of this schedule must comply with the provisions of section 2.2.9 above.
- 2.2.11 Any other use that is not specifically listed and defined as a use in Section 2 of this by-law may be permitted as a conditional approval use if the Director of Planning considers the use to be comparable in nature to the uses listed in section 2.1 of this schedule, having regard to the intent of this schedule.

3 DENSITY, FORM AND PLACEMENT REGULATIONS

This section contains density, form and placement regulations organized by use.

3.1 All Uses

All uses in this district are subject to the following regulations.

3.1.1 Density and Floor Area

3.1.1.1 The maximum floor space ratio is 3.00, subject to the following allocations:

- (a) the maximum floor space ratio is 3.00 for
 - (i) manufacturing uses,
 - (ii) transportation and storage uses,
 - (iii) wholesale uses, and
 - (iv) cultural and recreational uses, limited to artist studio - class B; and
- (b) the maximum floor space ratio is 2.50 for all other uses combined, except that the floor area for a lounge use accessory to brewing or distilling must not exceed:
 - (i) 80 m² for any portion of the lounge use located within the principal building, and
 - (ii) 80 m² for any portion of the lounge use located outside the principal building.

3.1.1.2 Despite section 3.1.1.1 above, the Director of Planning may increase the permitted floor area above a floor space ratio of 3.00 by 1 m² per amenity share or per affordable housing share provided to the City at no cost to the City, to a maximum additional floor space ratio of 1.50, if:

- (a) a minimum of 50% of the floor area greater than a floor space ratio of 2.50 is for uses listed in section 3.1.1.1(a) above; and
- (b) the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

3.1.1.3 Despite section 3.1.1.2 above, the maximum floor space ratio achievable as a result of the provision of amenity shares or affordable housing shares must otherwise comply in all respects with this schedule and this by-law.

3.1.1.4 Despite sections 3.1.1.1 and 3.1.1.2 above, the Director of Planning may increase the permitted floor space ratio by an additional floor space ratio of 0.50, if:

- (a) the greater of a floor space ratio of 0.20 or 185 m² of contiguous floor area is provided for artist studio - class B;
- (b) the artist studio - class B is preserved in the public domain by way of a registered agreement and operated by the City or its delegates; and
- (c) the Director of Planning considers the intent of this schedule, all applicable Council policies and guidelines, and the submission of any advisory group, property owner or tenant.

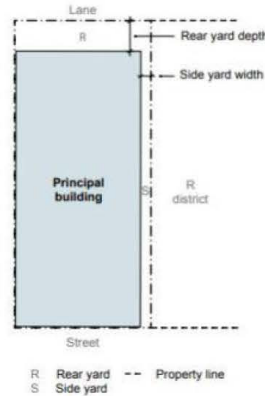
3.1.2 Building Form and Placement

Regulations		IC-2
3.1.2.1	Maximum building height	30.5 m
3.1.2.2	Minimum front yard depth for:	
(a)	buildings with a front yard on 1st Avenue, Pine Street, Fir Street north of 4th Avenue, or Fir Street south of the lane between 4th Avenue and 5th Avenue	0.65 m
(b)	buildings with a front yard on 3rd Avenue east of Fir Street	1.5 m
(c)	buildings with a front yard on Burrard Street, Fir Street north of the lane between 4th Avenue and 5th Avenue and south of 4th Avenue, or 5th Avenue east of Fir Street	2.5 m
(d)	all other buildings	not required
3.1.2.3	Minimum side yard width for:	
(a)	buildings with a side yard on Pine Street, Fir Street north of 4th Avenue, or Fir Street south of the lane between 4th Avenue and 5th Avenue	0.65 m
(b)	buildings with a side yard on Burrard Street, or Fir Street north of the lane between 4th Avenue and 5th Avenue and south of 4th Avenue	2.5 m
(c)	buildings with a side yard that adjoins a site located in any R district, without the intervention of a lane	1.5 m
(d)	all other buildings	not required
3.1.2.4	Minimum rear yard depth	3.1 m

Building Height

- 3.1.2.5 Despite the maximum building height in section 3.1.2.1 above, in the case of a building or part of a building with a front or side yard on Burrard Street, the maximum building height at the street property line is 18.3 m, and no portion of the building may protrude above an envelope formed by a vertical line at the street property line and a plane formed by an angle of 135 degrees measured from the vertical and having its vertex at the maximum building height permitted at the street property line.
- 3.1.2.6 The Director of Planning may vary the requirements in section 3.1.2.5 above if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

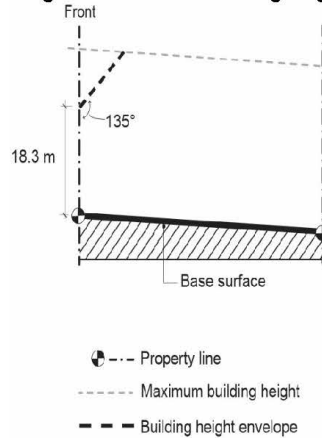
Diagram: Building placement for principal building



Front Yard

- 3.1.2.7 The Director of Planning may decrease the minimum front yard depth if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Diagram: Maximum building height envelope



Side Yard

- 3.1.2.8 Despite the minimum side yard width in section 3.1.2.3(d) above, where a side yard is provided, although not required, the minimum side yard width is 0.9 m.
- 3.1.2.9 The Director of Planning may decrease the minimum side yard width if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

Rear Yard

- 3.1.2.10 Despite the minimum rear yard depth in section 3.1.2.4 above, where the rear of a site abuts a lane, the required minimum rear yard depth will be decreased by the distance between the rear property line and the ultimate centre line of the lane.
- 3.1.2.11 The Director of Planning may waive the requirement to provide a rear yard if the Director of Planning is satisfied that the site is located within an area where rear access to the site and adjacent sites is not likely to be required.

4 GENERAL REGULATIONS

All uses in this district are subject to the following regulations.

4.1 Amenity Shares and Affordable Housing Shares

4.1.1 For the purposes of this schedule, amenity has the meaning set out in [Schedule F: Affordable Housing Share and Amenity Share Cost Schedule](#) of this by-law.

4.1.2 For the purposes of this schedule, the cost of an amenity share or affordable housing share is the amount specified per m² in [Schedule F: Affordable Housing and Amenity Share Cost Schedule](#) of this by-law for the IC-2 zoning district.

4.2 Computation of Floor Area

4.2.1 Computation of floor area must include all floors of all buildings including accessory buildings, both above and below ground level, measured to the extreme outer limits of the building.

4.2.2 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that the total area of these exclusions does not exceed 12% of the permitted floor area;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and overlook;
- (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 that the Director of Planning considers similar to the foregoing, those floors or portions thereof, which are located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length;
- (d) amenity areas, including child day care facilities, recreation facilities and meeting rooms accessory to a dwelling use, to a maximum area of 10% of the total permitted floor area; and
- (e) storage area associated with an artist studio where the area is provided below the base surface, to a maximum exclusion of 20 m² for each artist studio.

4.3 External Design

4.3.1 This section [4.3](#) applies to sites with a front or side yard on Burrard Street only.

4.3.2 For the purposes of this section [4.3](#), the street property line is the property line along an abutting street but not a lane.

4.3.3 Building continuity must be achieved at the street property line as follows:

- (a) no yard is permitted along a street property line, except for a required setback, front, side or rear yard, and yard established by building line;

- (b) the first storey must include the main pedestrian entrance and facilities serving the public, such as reception area or lobby and showroom or display area, which must be oriented with maximum visibility to the abutting street or, in the case of a corner site, the widest abutting street;
 - (c) where a building occupies a corner site, architectural features, lighting, signage, and related facade characteristics must be located so as to orient the building to the widest abutting street;
 - (d) transparent window area must comprise at least 80% of the exterior wall surface of the first storey along an abutting street and 40% of the exterior wall surface on every upper storey along an abutting street; and
 - (e) no portion of the floor of the first storey along an abutting street may be more than 1.0 m above or below grade at the street property line.
- 4.3.4 Garbage and recycling container storage areas, heating and mechanical equipment, and off-street parking and loading facilities must be enclosed, located or screened so as not to be visible from the centre line of an abutting street.
- 4.3.5 Except for gasoline station - full-serve, gasoline station - split island, cardlock fuel station, and outdoor eating area, any use that is not carried on wholly within a completely enclosed building, including parking use, must be set back 1.2 m from the street property line at an abutting street and screened by evergreen planting a wall or fence with related landscaping, so as not to be visible from the centre line of any abutting street.

4.4 Yards: Projections

- 4.4.1 No portion of underground parking is permitted to project into any required yard except for an access ramp, except that the Director of Planning may vary this requirement if the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.