

EXPLANATION

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

Following the Public Hearing on July 11, 2023, Council gave conditional approval to amend the Zoning and Development By-law regarding rainwater management regulations.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

**A By-law to amend Zoning and Development By-law No. 3575
regarding rainwater management regulations**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. In section 2, Council strikes out the following definitions in their entirety:
 - (a) Rainwater;
 - (b) Rainwater Drainage;
 - (c) Rainwater Management Plan; and
 - (d) Rainwater Management System.
3. Council strikes out section 4.3.4 and substitutes the following:

“4.3.4 In making a determination regarding the adequacy of drainage under section 4.3.3(d) of this by-law, the Director of Planning or Development Permit Board may require any development permit applicant to submit a hydrogeological study and an impact assessment, and may consider drainage to be inadequate if the proposed development will result in any groundwater discharge from the site into the City collection system.”.
4. Council strikes out section 4.3.5 and substitutes the following:

“4.3.5 In order to address the inadequacy of drainage the Director of Planning or Development Permit Board may impose conditions on development requiring the applicant to develop the proposed site in accordance with a groundwater management plan designed to prevent groundwater discharge into the City collection system and limit or reduce environmental impacts, including stricter targets if the development is below the water table.”.
5. Council strikes out section 4.3.6. and substitutes the following:

“4.3.6 In order to ensure compliance with a groundwater management plan, the Director of Planning or Development Permit Board may refuse to issue the development permit until the property owner has entered into a groundwater management agreement, to the satisfaction of the Director of Legal Services and the City Engineer, to:

 - (a) construct a groundwater management system on the site that is designed and certified by a professional engineer to prevent groundwater discharge from entering the City’s collection system;
 - (b) maintain the groundwater management system at the expense of the owner;

- (c) grant a statutory right of way and equitable charge to the City; and
- (d) release and indemnify the City from all liability related to the installation, operation and maintenance of the groundwater management system.”.

6. Council strikes out in its entirety Schedule I: Rainfall intensity-duration frequency curves.

7. 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.

8. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

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

The attached by-law will accomplish Council's resolutions adopted on July 11, 2023 to amend the Building By-law regarding rainwater management regulations.

Director of Legal Services
July 25, 2023

BY-LAW NO. ____

**A By-law to amend the Building By-law No. 12511
regarding rainwater management regulations**

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 11.2.1.1. of Book I, Division B, Council adds the following new Sentence:

“**2)** An *alteration* to an *existing building* shall not trigger upgrading of the *existing building* to meet the rainwater management requirements described in Article 2.4.2.5. of Division B of Book II (Plumbing Systems) of this By-law.”
3. In Clause 1.2.1.1.(1)(b) of Division A, in Books I and II, Council adds “and Sentence 3.3.1.3.(1) of Division C” after “except as required by Sentence (3)”.
4. In Article 1.5.2.10. of Division C, in Books I and II, Council adds a new Sentence:

“**2)** The *Chief Building Official* may relax the rainwater management requirements of Division B, Sentences 2.4.2.5.(2) and (3) of Book II (Plumbing Systems) of this By-law as provided in Division B, Sentence 2.4.2.5.(7) of Book II (Plumbing Systems) of this By-law.”
5. In Section 2.3 of Division C, in Books I and II, Council:
 - (a) strikes Clause 2.3.1.1.(1)(a) and substitutes:

“a) except as permitted by Sentence 3.3.1.3.(1), the measure will achieve at least the level of performance required by Clause 1.2.1.1.(1)(b) of Division A, and”; and
 - (b) strikes Sentence 2.3.1.2.(1) and substitutes:

“**1)** Except as required by Sentence 3.3.1.3.(2), the *Chief Building Official* may require a person requesting the use of an alternative solution to provide documentation to demonstrate that the proposed alternative solution will achieve at least the level of performance required by Clause 1.2.1.1.(1)(b) of Division A.”
6. In Section 3.3 of Division C, in Books I and II, Council adds a new Article:

“**3.3.1.3. Rainwater Management Regulation Transition**

1) An alternative solution accepted by the *Chief Building Official* under Section 2.3 may achieve less than the minimum level of performance required by Division B, Article 2.4.2.5. of Book II (Plumbing Systems) of the Building By-law in the areas defined by the objectives and functional statements attributed to the applicable acceptable solutions.

2) A person requesting an alternative solution under Sentence (1) shall file an application in the form prescribed by the *Chief Building Official*.

3) The application referred to in Sentence (2) shall include

- a) documentation that the *owner* applied to the *City*, prior to January 1, 2024, for a rezoning application or a development permit application pertaining to the *building*,
- b) documentation that the *owner* has not been required to provide rainwater management for the development, or that the *City* has agreed to other rainwater management requirements for the development, and
- c) information about the qualifications, experience and background of the person or persons taking responsibility for the design.”

7. In Sentence 1.4.1.2.(1) of Book II, Division A, Council adds the following new definitions in the correct alphabetical order:

- (a) “**Rainwater** means rainfall and other natural precipitation, and includes *storm water*.”; and
- (b) “**Subsurface investigation*** means the appraisal of the general subsurface conditions at a *building* site by analysis of information gained by such methods as geological surveys, in situ testing, sampling, visual inspection, laboratory testing of samples of the subsurface materials and *groundwater* observations and measurements.”

8. In Sentence 1.4.1.2.(1) of Book II, Division A, in the definition for “Alternate water source system,” Council strikes out “4 *principal dwelling units*” and substitutes “8 *principal dwelling units*”.

9. In Sentence 1.4.2.1.(1) of Book II, Division A, Council adds the following to the list of symbols and other abbreviations in the correct alphabetical order:

“**IDF** Intensity-Duration-Frequency”.

10. In Table 1.3.1.2. of Book II, Division B, Council adds the following new row in the correct alphabetical order:

“

CoV		Engineering Design Manual ⁽⁴⁾	2.4.2.5.(3)
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”.

11. In Section 2.2 of Book II, Division B, Council adds the following new Article:

“2.2.1.9. Operating Manuals

- 1) When an operating manual is required by Book II (Plumbing Systems) of this By-law, it shall include
 - a) the address and location of the system or equipment for which the operating manual is required,
 - b) contact details for the system or equipment designer,
 - c) a simplified process flow diagram,

- d) a schematic of the system or equipment showing the locations of all substantial components,
- e) instructions on operating, maintaining, and inspecting the system or equipment,
- f) required frequency of maintenance and inspections,
- g) instructions on deactivating and restarting the system or equipment for repair or other purposes,
- h) safety data sheets, and
- i) for *alternate water source systems*, details on the corrective action that shall be taken if the water quality fails to meet the standards set out in Table 2.7.7.1.

- 2) The operating manual described in Sentence (1) shall be
 - a) supplied to the *owner* or representative of the *owner*, and
 - b) made available on such request to the *Chief Building Official*.”;

12. In Article 2.4.2.4. of Book II, Division B, Council, strikes out “rainwater or *storm water*” wherever it appears, and substitutes “*rainwater*”.

13. In Section 2.4 of Book II, Division B, Council adds the following new Article:

“2.4.2.5. Rainwater Management

- 1) This Article shall apply to all *buildings*, except
 - a) *float homes*,
 - b) *marinas*,
 - c) retaining structures,
 - d) those to which Part 9 applies, as described in Sentence 1.3.3.3.(1) of Division A of Book I (General) of this By-law, and
 - e) those *buildings* used exclusively for *residential occupancy* containing no more than 8 principal *dwelling units*.
- 2) Except as provided by Sentences (6) and (7), the first 24 mm of *rainwater* in a 24 hour period from the site area shall be detained, and the detention volume requirement
 - a) shall be calculated as the volume of water that would be present if water 24 mm deep covered the entire site, and
 - b) may be reduced by any combination of the retention or other practices listed in Table 2.4.2.5., by the amounts in Column C of Table 2.4.2.5.

Table 2.4.2.5.
Permitted Reductions to the Detention Volume Requirement
 Forming Part of Sentence 2.4.2.5.(2)

Retention or Other Practice	Reduction to the Detention Volume Requirement		
	Maximum Permitted Reduction Column A	Limit to Permitted Reduction Column B	Permitted Reduction Column C
Landscape feature ⁽¹⁾	Area of, and area routed to, the landscape feature multiplied by 24 mm	<i>Rainwater</i> capture potential, calculated as <i>rainwater</i> storage potential in the growing medium (%) multiplied by the growing medium volume, plus as applicable the storage volume within a subsurface reservoir layer and the volume infiltrated into the subgrade during a 24 hour period. ⁽³⁾	The lesser of Columns A and B
Green roof ⁽²⁾	Area of, and area routed to, the green roof multiplied by 24 mm		The lesser of Columns A and B ⁽⁴⁾
<i>Alternate water source system</i>	Area routed to the <i>alternate water source system</i> multiplied by 24 mm	Storage volume of the <i>alternate water source system</i>	The lesser of Columns A and B

Notes to Table 2.4.2.5.:

- (1) Or other *acceptable* ground-level or subsurface based practice, such as permeable pavement or an infiltration tank.
- (2) Or other *acceptable* roof-top based practice. For green roofs, see Article 3.1.14.4. of Division B of Book I (General) of this By-law.
- (3) "*Rainwater* storage potential in the growing medium", "volume infiltrated into the subgrade during a 24 hour period" and "storage volume within a subsurface reservoir layer" shall be demonstrated by *acceptable* data or references.
- (4) For a green roof from which the runoff is directed to an *alternate water source system*, the permitted reduction in the volume requirement shall equal Column A.

3) Except as provided by Sentences (6) and (7), the peak flow rate discharged to the *combined sewer* or *storm sewer* under post-development conditions shall not be greater than the peak flow rate discharged to the *combined sewer* or *storm sewer* under pre-development conditions, and shall be calculated using

- a) the Rational Method,
- b) the IDF curves in the City of Vancouver Engineering Design Manual, applying
 - i) for pre-development, the IDF curve prepared for pre-development estimates with a 5 year return period,
 - ii) for post-development, the 2100 IDF curve with a 10 year return period, and
 - iii) the inlet time specified in the City of Vancouver Engineering Design Manual, and
- c) a composite runoff based on the percentages of different surfaces of the site area, applying the runoff coefficients from the City of Vancouver Engineering Design Manual. (See Note A-2.4.2.5.(3).)

4) An operating manual conforming to Article 2.2.1.9. is required for each of the *rainwater* management practices employed to satisfy the requirements of Sentences (2) and (3).

5) The *Chief Building Official* shall be provided with a document summarising the *rainwater* management practices employed to satisfy the requirements of Sentences (2) and (3), in the form prescribed by the *Chief Building Official*.

6) When there is an *existing building* on the same property, the site area used in Clauses (2)(a) and (3)(c) may be reduced to be proportional to the ratio of the *buildings'* greatest horizontal area within the outside surface of exterior walls.

7) The *Chief Building Official* may, in consultation with the *City Engineer*, relax the requirements of Sentences (2) or (3) in accordance with Sentence 1.5.2.10.(2) of Division C if

- a) the *owner* demonstrates to the satisfaction of the *Chief Building Official* by a *subsurface investigation* that excavation is precluded or limited by soil contamination or other factors, and
- b) it is impractical, in the opinion of the *Chief Building Official*, to meet the rainwater management requirements of Sentences (2) or (3)."

14. In Section 2.7 of Book II, Division B, Council strikes out Article 2.7.1.2. and substitutes:

"2.7.1.2. Non-Potable Water Sources

1) Except as prohibited by Sentence (2), a non-*potable water system* shall collect only

- a) *rainwater*,
- b) *clear-water waste*, or
- c) a combination thereof.

2) A non-*potable water system* shall not collect

- a) runoff from a public road,
- b) runoff from an area on which fertilizer is used or stored,
- c) *groundwater*,
- d) *perimeter drainage water*,
- e) *greywater*, or
- f) *blackwater*."

15. In Table 2.7.1.3. of Book II, Division B, Council:

(a) strikes out "Rainwater as specified by Clause 2.7.1.2.(1)(a)" and substitutes "*Rainwater*"; and

(b) deletes the row for "*Storm water*".

16. In Article 2.7.1.3. of Book II, Division B, Council:

(a) in Sentence (1) strikes out "Except as provided in Sentence (2)" and substitutes "Except as provided in Sentences (2) and (5)"; and

(b) adds the following new Sentence:

“5) Non-potable water systems shall not be used to supply fixtures in healthcare facilities.”.

17. In Article 2.7.5.1. of Book II, Division B, Council adds the following new Sentences:

“2) After an alternate water source system has been commissioned, the requirements of Subsections 2.7.7. and 2.7.8. shall be met.

3) An alternate water source system shall be considered commissioned on the date that the final water sample was collected to fulfill the requirements of Article 2.7.5.2.”.

18. In Article 2.7.6.3. of Book II, Division B, Council strikes out Sentence (2) and substitutes:

“2) Where a non-potable water system is supplied by a potable water system, the potable water system shall be protected in accordance with Article 2.6.2.1.”

19. In Table 2.7.7.1. of Book II, Division B, Council adds the following new rows to the bottom of the table:

“

Rainwater from surfaces that allow the passage of vehicular traffic or where hydrocarbon-based fuels or hazardous materials are stored	Benzene	< 0.005 mg/L	1 sample tested every 2 calendar months with not more than 63 days between samples	All laboratory tests
	Toluene	< 0.024 mg/L		
	Ethylbenzene	< 0.0016 mg/L		
	Xylenes (total)	< 0.02 mg/L		
	Total suspended solids	< 20 mg/L		

”.

20. In Table 2.7.7.3. of Book II, Division B, Council:

(a) adds the following new row immediately above the row for “E. coli”:

“

Total suspended solids	Between 20 and 45 mg/L	Take the appropriate corrective action as set out in the operating manual.
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”; and

(b) adds the following new rows to the bottom of the table:

“

Benzene	> 0.005 mg/L	1. Immediately, supply the <i>alternate water source system</i> with <i>potable</i> water only;
Toluene	> 0.024 mg/L	2. Within 24 hours, give notice to the <i>Chief Building Official</i> and the <i>owner</i> ;
Ethylbenzene	> 0.0016 mg/L	3. Take the appropriate corrective action as set out in the operating manual; and
Xylenes (total)	> 0.02 mg/L	4. Within 3 days of the corrective action, perform a test for benzene, toluene, ethylbenzene and xylenes (total).
Total suspended solids	> 45 mg/L	1. Immediately, supply the <i>alternate water source system</i> with <i>potable</i> water only; 2. Within 24 hours, give notice to the <i>Chief Building Official</i> and the <i>owner</i> ; 3. Take the appropriate corrective action as set out in the operating manual; and 4. Within 3 days of the corrective action, perform a test for total suspended solids.

”

21. In Section 2.7 of Book II, Division B, Council strikes out Article 2.7.8.1. and substitutes:

“2.7.8.1. Operating Manual

1) An operating manual conforming to Article 2.2.1.9. is required for an *alternate water source system*, and shall be sealed by a *registered professional of record*.”.

22. In Table 2.8.1.1. of Book II, Division B, Council adds in correct numerical order:

(a) the following new rows:

“2.4.2.5. Rainwater Management

(2) [F40,F62,F80,F81-OP5,OE1.2]

(3) [F40,F62,F80,F81-OP5]

(4) [F80,F81,F82-OP5,OS3.4]”;

(b) under “2.7.1.3. Non-*potable* Water Uses” the following new row:

“(5) [F40-OH2.2]”; and

(c) under “2.7.5.1. Occupancy” the following new row:

“(2) [F46,F81,F82,F130-OS3.4,OH2.1,OH2.2,OH5,OE1.2]”.

23. In the Notes to Part 2 of Book II, Division B, Council adds a new note:

“A-2.4.2.5.(3) Peak Flow Rate Calculation. Pre-development means the site’s use immediately preceding development.”

24. 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.

25. This by-law comes into force and takes effect upon enactment, except for sections 2, 3, 4, 5, 6, 9, 10, 13, 22(a) and 23, which will come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION

Public Notice By-law

Enactment of the attached by-law will implement Council's resolution of July 12, 2023 to authorize alternate means of publishing various public notices required by the Vancouver Charter.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

Public Notice By-law

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

1. The name of this By-law, for citation, is the Public Notice By-law.
2. In this By-law “Website” means the official internet website of the City of Vancouver which has the uniform resource locator www.vancouver.ca.
3. In this By-law “online newspaper advertisement” means an electronic version of a newspaper that publishes content regarding the City of Vancouver and its neighbourhoods, which can be read electronically on the internet.
4. Whenever the City seeks to provide notice to the public as required by section 3 of the Vancouver Charter, the public notice must be provided:
 - (a) By publishing it on the City’s Website at least 7 days prior to consideration of the matter by City Council, or if it is not regarding a matter to be considered by Council otherwise in accordance with the publishing requirement; and
 - (b) By publishing it in an online newspaper advertisement at least 7 days prior to consideration of the matter by City Council, or if it is not regarding a matter to be considered by Council, otherwise in accordance with the publishing requirement.
5. Nothing in this By-law prevents the City from publishing further public notices in any other manner considered expedient.
6. 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.
7. This By-law is to come into force and take effect on July 31, 2023.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION**A By-law to amend the Mayor and Councillor Expenses By-law No. 11529**

At the Council Meeting on July 11, 2023, Council resolved to amend the Mayor and Councillor Expenses By-law regarding miscellaneous amendments.

Director of Legal Services
July 25, 2023

BY-LAW NO. ____

**A By-law to amend the Mayor and Councillor Expenses By-law No. 11529
regarding 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 Mayor and Councillor Expenses By-law No. 11529.

2. Council strikes the definition of “eligible activities” in section 1.2, which reads as follows:

““eligible activities” means civic activities for which the Mayor or Councillors may incur expenses which may be paid for in accordance with this By-law;”

and replaces it with the following:

““eligible activities” means civic activities for which the Mayor or Councillors may incur expenses which may be paid for or reimbursed in accordance with this By-law including promoting or encouraging public participation in City engagement processes, hosting engagement activities regarding civic issues and announcing or reporting on:

- (i) the office holder’s activities,
- (ii) the office holder’s contact information,
- (iii) the role played by the office holder in civic business, and
- (iv) services provided by the office holder,

but does not include any use of City resources for partisan political purposes including to promote an elector organization as defined in section 7 of the *Vancouver Charter* or to solicit financial support for the Mayor or any Councillor or an elector organization;”.

3. Council strikes section 3.1, which reads as follows:

“Approved eligible activities

3.1 Council approves the attendance by the Mayor and Councillors at each annual convention of the Federation of Canadian Municipalities or the Union of British Columbia Municipalities, as eligible activities.”

and replaces it as follows:

“Approved eligible activities

3.1 Council approves the attendance by the Mayor and Councillors at each annual convention, and attendance by an appointed member of Council at any

committee meeting, of the Federation of Canadian Municipalities or the Union of British Columbia Municipalities, as eligible activities.”.

4. Council adds a new section 5.3 as follows:

“Legal expenses incurred in relation to conflict allegations

5.3 The Mayor is entitled to claim expenditures of up to \$5,000 per year for retaining independent legal counsel to seek advice as to the Mayor’s duties and obligations under the Code of Conduct By-law, the Financial Disclosure Act or in relation to sections 142.1 to 146 of the *Vancouver Charter*, but these approved expenditures do not include any expenses incurred in defending a proceeding for which the Mayor may be indemnified under section 180 of the *Vancouver Charter*.”.

5. Council adds a new section 7.5 as follows:

“Legal expenses incurred in relation to conflict allegations

7.5 Every Councillor is entitled to claim expenditures of up to \$5,000 per year for retaining independent legal counsel to seek advice as to their duties and obligations under the Code of Conduct By-law, the Financial Disclosure Act or in relation to sections 142.1 to 146 of the *Vancouver Charter*, but these approved expenditures do not include any expenses incurred in defending a proceeding for which a Councillor may be indemnified under section 180 of the *Vancouver Charter*.”.

6. 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
Zoning and Development By-law No. 3575
to rezone an area from RS-1 to RM-8A**

Following the Public Hearings on November 16 and 23, 2021, Council gave conditional approval to the rezoning of the site at 608-632 West 54th 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
July 25, 2023

608-632 West 54th Avenue

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

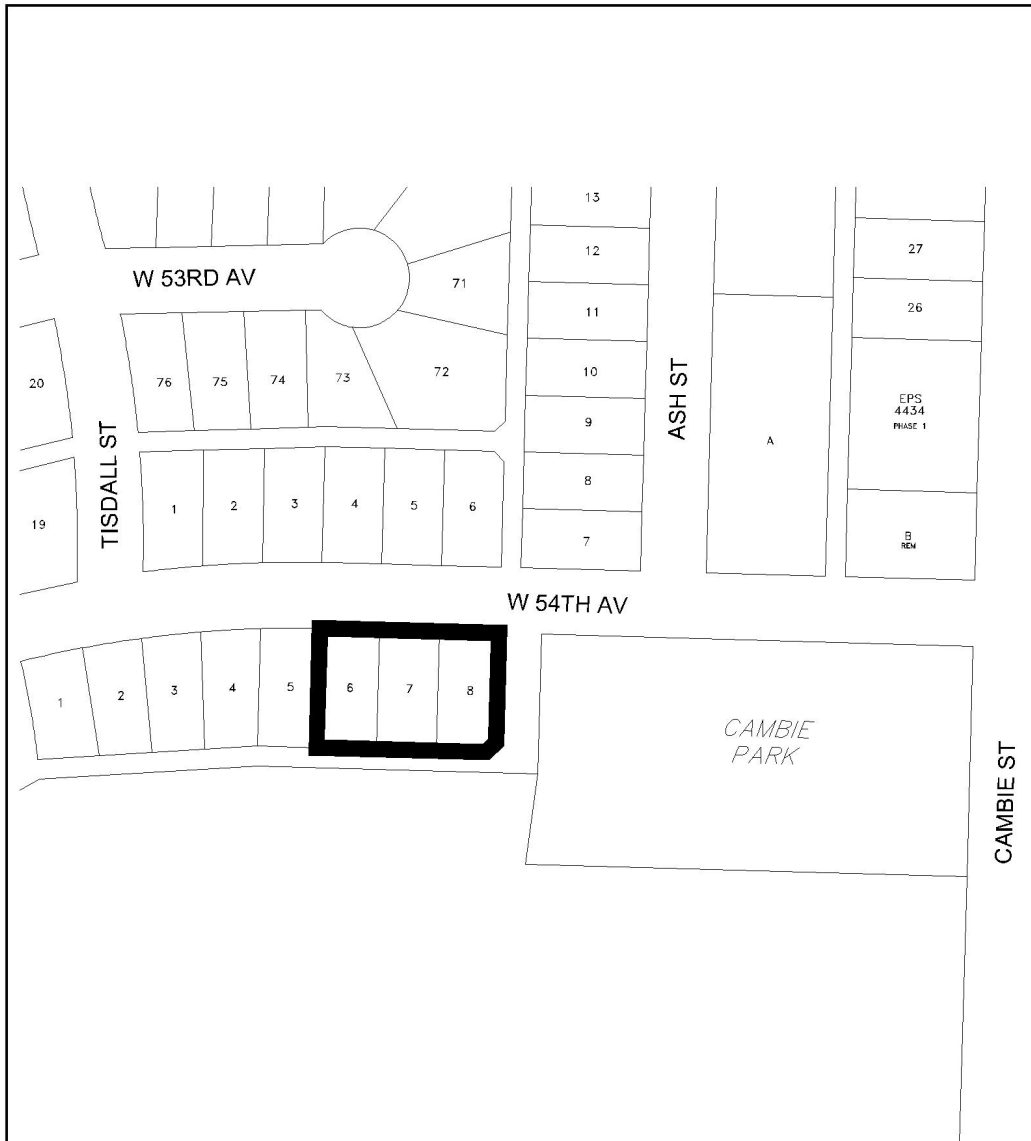
1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
2. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8A District Schedule.
4. 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 properties outlined in black () are rezoned:
From **RS-1** to **RM-8A**

RZ- 608-632 West 54th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2021-11-16

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

Following the Public Hearing on October 14, 2021, Council gave conditional approval to the rezoning of the site at 427-477 West 49th Avenue. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 25, 2023

427-477 West 49th Avenue

BY-LAW NO. ____

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (858).

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 this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;
- (c) Institutional Uses, limited to Child Day Care Facility;
- (d) Office Uses;
- (e) Retail Uses;
- (f) Service Uses; and
- (g) Accessory Uses, customarily ancillary to the uses permitted in this section.

Conditions of Use

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

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

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

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

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

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 2,696 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 3.99.

5.3 The total floor area for commercial uses must be a minimum of 1,029 m².

5.4 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.

5.5 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 12% of the floor area being provided for dwelling uses and 8% of the floor area being provided for all other uses, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning first approves the design of sunroofs and walls;
- (c) floor area used for Child Day Care Facility;
- (d) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (e) 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.

5.6 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board, amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses.

Building Height

6.1 Building height, measured from base surface, must not exceed 50.6 m.

6.2 Despite the provisions of section 6.1 of this by-law and section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for mechanical appurtenances such as elevator machine rooms located at least 3 m from the roof perimeter, mechanical screens, or similar features, if the Director of Planning first considers:

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

except that the Director of Planning must not permit any structure above a maximum height of 54.3 m.

6.3 Despite section 6.1 of this by-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits a common indoor rooftop amenity space, the height of the portion of the building used for the common indoor rooftop amenity space must not exceed 54.3 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 center of the bottom of each window.

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

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

7.5 An obstruction referred to in section 7.2 means:

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

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

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

Acoustics

8. A development permit application for dwelling uses must include an acoustical report prepared by a registered professional acoustical engineer demonstrating that the noise levels in those portions of 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

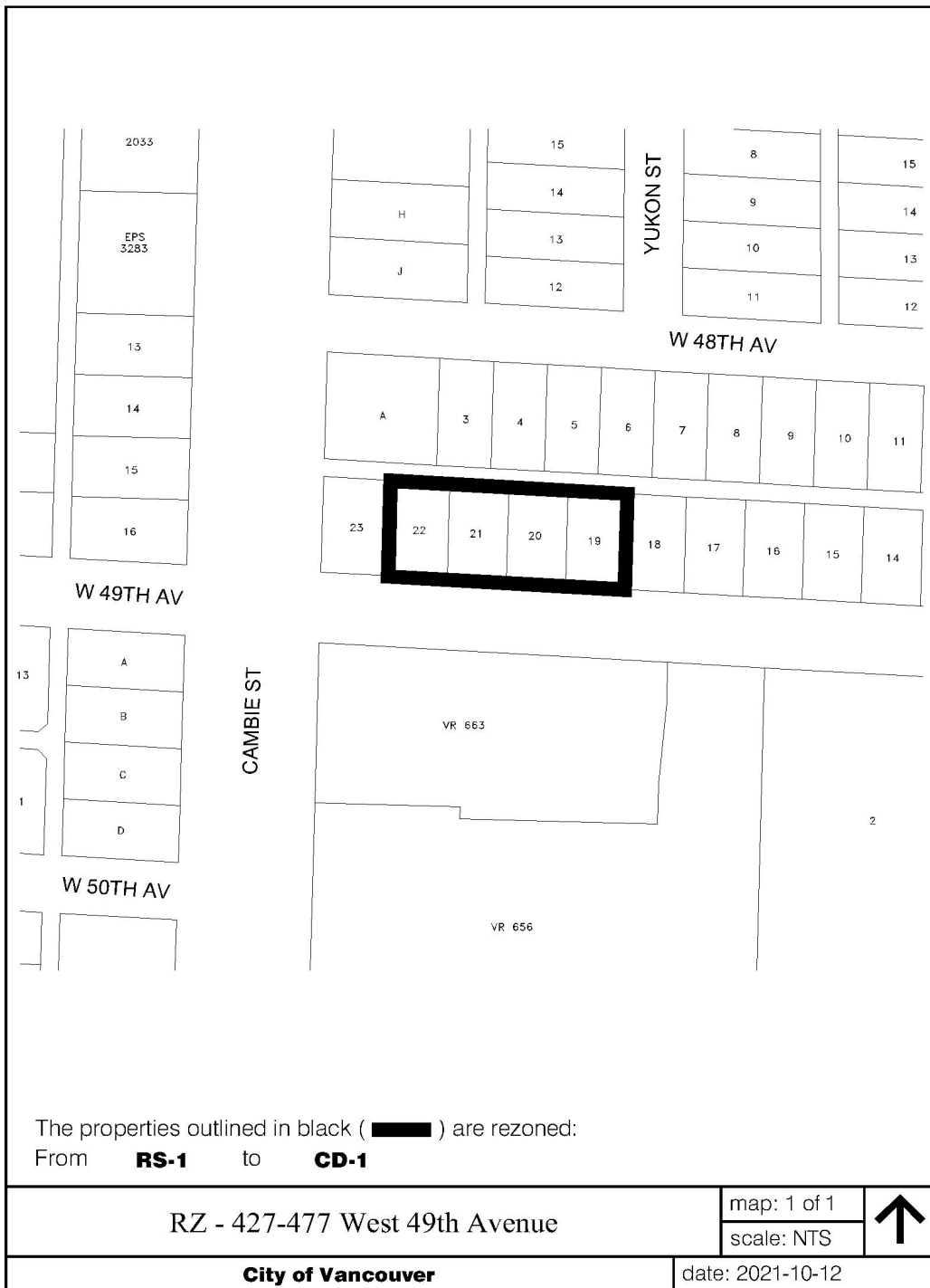
10. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

Schedule A



EXPLANATION**A By-law to amend CD-1 (759) By-law No. 12870**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (759) for 3600 East Hastings Street to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

BY-LAW NO. ____

**A By-law to amend CD-1 (759) By-law No. 12870
for 3600 East Hastings Street**

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

1. This by-law amends the indicated provisions of By-law No. 12870.
2. Council strikes out section 4 and substitutes the following:
 - "4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (759), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:
 - (a) Dwelling Uses, limited to Mixed-Use Residential Building;
 - (b) Cultural and Recreational Uses;
 - (c) Institutional Uses;
 - (d) Office Uses;
 - (e) Retail Uses;
 - (f) Service Uses;
 - (g) Utility and Communication Uses; and
 - (h) Accessory Uses customarily ancillary to the uses permitted in this section."
3. 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 CD-1 (765) By-law No. 12914**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (765) for 3680 East Hastings Street to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

**A By-law to amend CD-1 (765) By-law No. 12914
for 3680 East Hastings Street**

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

1. This by-law amends the indicated provisions of By-law No. 12914.
2. Council strikes out section 4 and substitutes the following:
 - “4. Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within CD-1 (765), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:
 - (a) Dwelling Uses, limited to Mixed-Use Residential Building;
 - (b) Cultural and Recreational Uses;
 - (c) Institutional Uses;
 - (d) Office Uses;
 - (e) Retail Uses;
 - (f) Service Uses;
 - (g) Utility and Communication Uses; and
 - (h) Accessory Uses customarily ancillary to the uses permitted in this section.”
3. 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 CD-1 (743) By-law No. 12675**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (743) for 3281-3295 East 22nd Avenue (3281 Rupert Street) to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

EXPLANATION**A By-law to amend CD-1 (189) By-law No. 6117
for 2149-2189 West 42nd Avenue**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (189) for 2149-2189 West 42nd Avenue to permit a wider range of commercial uses. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

EXPLANATION**A By-law to amend CD-1 (826) By-law No. 13478**

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (826) for 24 East Broadway and 2520 Ontario Street to increase the permitted building height. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

**A By-law to amend CD-1 (826) By-law No. 13478
for 24 East Broadway and 2520 Ontario Street**

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

1. This by-law amends the indicated provisions of By-law No. 13478.
2. Council strikes section 5 and substitutes the following:
 - “5.1 Building height must not exceed 45.1 m.
 - 5.2 Despite section 5.1 of this by-law and the building height regulations in section 10 of the Zoning and Development By-law, if the Director of Planning permits mechanical appurtenances including elevator overrun and rooftop access structures, the height of the portions of the building with the permitted appurtenances must not exceed 49.0 m.”
3. 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 CD-1 (432) By-law No. 9088

Following the Public Hearing on July 13, 2023, Council resolved to amend CD-1 (432) By-law No. 9088 for 950 Quebec Street to amend the site map. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

**A By-law to amend CD-1 (432) By-law No. 9088
for 950 Quebec Street**

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

1. This by-law amends the indicated provisions of By-law No. 9088.
2. Council strikes out Section 1 and substitutes the following:
 - “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.”



3. 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 False Creek Development Plan
for Area 10B By-law No. 5478**

Following the Public Hearing on July 13, 2023, Council resolved to amend the False Creek Area Development Plan for Area 10B for 1780 Fir Street to amend floor area exclusions. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 25, 2023

BY-LAW NO. _____

**A By-law to amend False Creek Development Plan
for Area 10B By-law No. 5478
for 1780 Fir Street**

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

1. This by-law amends the indicated provisions of Schedule A of the False Creek Area Development Plan for Area 10B By-law No. 5478.

2. Council strikes out section (4) under the heading "Site F Development" and substitutes the following:

"(4) The floor area for all uses must not exceed 7618.05 m² (82,000 sq. ft.). 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.

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, provided that:
 - (i) the total area of these exclusions must not exceed 12% of the permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
 - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length;
 - (ii) bicycle storage; and
 - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit. Where floor area associated with storage space is excluded, a minimum of 20% of the excluded floor area

EXPLANATION**Heritage Designation By-law
Re: 515 Hawks Avenue (BC Mills House)**

At the Public Hearing held on June 29, 2023, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 515 Hawks Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 25, 2023

515 Hawks Avenue
(BC Mills House)

BY-LAW NO. ____

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

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

1. Council considers that the real property described as:

Structure and exterior
envelope and exterior
building materials of
the heritage building
(BC Mills House)

515 Hawks Avenue
Vancouver, B.C.

PID: 015-376-915
The South ½ of Lot 19
Block 76 District Lot 181
Plan 196

and

PID: 015-376-923
The South ½ of Lot 20
Block 76 District Lot 181
Plan 196

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

2. Council designates the real property described in section 1 of this by-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk

EXPLANATION**Heritage Designation By-law
Re: 521 Hawks Avenue (BC Mills House)**

At the Public Hearing held on June 29, 2023, Council approved a recommendation to designate the structure, exterior envelope and exterior building materials of a building at 521 Hawks Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
July 25, 2023

521 Hawks Avenue
(BC Mills House)

BY-LAW NO. ____

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

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

1. Council considers that the real property described as:

Structure and exterior
envelope and exterior
building materials of
the heritage building
(BC Mills House)

521 Hawks Avenue
Vancouver, B.C.

PID: 015-376-915
The South ½ of Lot 19
Block 76 District Lot 181
Plan 196

and

PID: 015-376-923
The South ½ of Lot 20
Block 76 District Lot 181
Plan 196

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

2. Council designates the real property described in section 1 of this By-law as protected heritage property under Section 593 of the *Vancouver Charter*.

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

ENACTED by Council this day of , 2023

Mayor

Acting City Clerk

EXPLANATION**A By-law to authorize Council entering into a
Heritage Revitalization Agreement with the Owners of Heritage Properties**

Following the Public Hearing held on June 29, 2023, Council resolved to enter into a by-law to authorize the City to enter into a Heritage Revitalization Agreement regarding 515 and 521 Hawks Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached by-law will accomplish Council's resolution.

Director of Legal Services
July 25, 2023

515 and 521 Hawks Avenue
(BC Mills Houses)

BY-LAW NO.

**A By-law to authorize Council entering into a
Heritage Revitalization Agreement with the Owners of Heritage Properties**

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a Heritage Revitalization Agreement with the owners of heritage properties, including terms and conditions to which Council and the owners may agree.

Certain properties bearing the civic addresses of 515 and 521 Hawks Avenue, and the following legal descriptions:

PID: 015-376-915
THE SOUTH ½ OF LOT 19
BLOCK 76 DISTRICT LOT 181 PLAN 196

and

PID: 015-376-923
THE SOUTH ½ OF LOT 20
BLOCK 76 DISTRICT LOT 181 PLAN 196

contain heritage buildings.

Council is of the opinion that the buildings have sufficient heritage value to justify their conservation, and Council and the owners of the properties have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

1. Council authorizes the City to enter into a Heritage Revitalization Agreement with the owners, in substantially the form and substance of the Heritage Revitalization Agreement attached to this by-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owners on such terms and conditions as the Director of Legal Services deems fit.
2. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2023

Mayor

Acting City Clerk



Land Title Act
Charge
General Instrument – Part 1

1. Application

Joanna Track
453 West 12th Avenue
Vancouver BC V5Y 1V4

LS-22-00999 (Heritage Revitalization Agreement)

2. Description of Land

PID/Plan Number	Legal Description
015-376-923	THE SOUTH 1/2 OF LOT 20 BLOCK 76 DISTRICT LOT 181 PLAN 196
015-376-915	THE SOUTH 1/2 OF LOT 19 BLOCK 76 DISTRICT LOT 181 PLAN 196

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant, Article 2
PRIORITY AGREEMENT		granting the above Covenant priority over Mortgage CA1576400
PRIORITY AGREEMENT		granting the above Covenant priority over Mortgage CA6838996
STATUTORY RIGHT OF WAY		Article 3
PRIORITY AGREEMENT		granting the above Statutory Right of Way priority over Mortgage CA1576400
PRIORITY AGREEMENT		granting the above Statutory Right of Way priority over Mortgage CA6838996
EQUITABLE CHARGE		Article 5
PRIORITY AGREEMENT		granting the above Equitable Charge priority over Mortgage CA1576400
PRIORITY AGREEMENT		granting the above Equitable Charge priority over Mortgage CA6838996

4. Terms

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

5. Transferor(s)

WELDON WONG

PAIGE HELEN GARDINER

GRANT DAVID HARDER

CHING KIT QUON

THE TORONTO-DOMINION BANK, (AS TO PRIORITY)



Land Title Act
Charge
General Instrument - Part 1

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.

Witnessed as to Execution
Only - No Advice Sought or Given

Witnessing Officer Signature

GAIL DAVIES
Barrister, Solicitor and
Notary Public for B.C.
501 - 1367 WEST BROADWAY
VANCOUVER, B.C. V6H 4A7
(604) 736-6338

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.

Execution Date

YYYY-MM-DD
2022-12-09

Transferor / Transferee / Party Signature(s)

WELDON WONG

Witnessed as to Execution
Only - No Advice Sought or Given

Witnessing Officer Signature

GAIL DAVIES
Barrister, Solicitor and
Notary Public for B.C.
501 - 1367 WEST BROADWAY
VANCOUVER, B.C. V6H 4A7
(604) 736-6338

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.

Execution Date

YYYY-MM-DD
2022-12-09

Transferor / Transferee / Party Signature(s)

PAIGE HELEN GARDINER



Land Title Act
Charge
General Instrument - Part 1

Witnessed as to Execution
Only - No Advice Sought or Given

Witnessing Officer Signature

GAIL DAVIES
Barrister, Solicitor and
Notary Public for B.C.
501 - 1367 WEST BROADWAY
VANCOUVER, B.C. V6H 4A7
(604) 736-6338

Execution Date

YYYY-MM-DD
2022-12-09

Transferor / Transferee / Party Signature(s)

GRANT DAVID HARDER

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.

Witnessed as to Execution
Only - No Advice Sought or Given

Witnessing Officer Signature

CLEMENT LAU
BARRISTER AND SOLICITOR
501-1367 WEST BROADWAY
VANCOUVER, B.C. V6H 4A7
604-736-6338 Ext. 237

Execution Date

YYYY-MM-DD
2023-03-10

Transferor / Transferee / Party Signature(s)

CHING KIT QUON

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

Ana Angelica Santana Belo
A Commissioner for Taking Affidavits for British Columbia
Commission Expires: October 31, 2024
THE TORONTO-DOMINION BANK
10205 - 101 Street 5th Floor
Edmonton, AB T5J 5E8

Execution Date

YYYY-MM-DD
2023-04-28

Transferor / Transferee / Party Signature(s)

THE TORONTO-DOMINION BANK
By their Authorized Signatory

Bruno Vaz
Discharge Administrator

Officer Certification

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



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT
515 and 521 HAWKS AVENUE

WHEREAS:

- A. The Owner (as herein defined) is the legal and beneficial owner of those parcels of land located at 515 Hawks Avenue and 521 Hawks Avenue in the City of Vancouver (the "Lands"), which have the legal descriptions shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. There are two buildings situated on the Lands, known as the "BC Mills Houses", which are considered to be of heritage value (the "Heritage Buildings").
- C. The Owner wishes to develop the Lands by:
- (i) rehabilitating the Heritage Buildings; and
 - (ii) subdividing the Lands so as to result in each of the Heritage Buildings being located entirely on an individual parcel,
- and under development permit application No. DP-2022-00929 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* and *Subdivision By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, for the restoration, rehabilitation and conservation of the Heritage Buildings, and will accept the designation of the structure and exterior envelope and exterior building materials of the Heritage Buildings as a protected heritage property under the provisions of the *Vancouver Charter*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1
DEFINITIONS

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
- (b) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the

City for the rehabilitation and conservation of the Heritage Buildings as provided for hereunder;

- (c) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate the Heritage Buildings and subdivide the Lands so as to result in each of the Heritage Buildings being located entirely on an individual parcel pursuant to the DP Application;
- (d) **“Development Permit”** means any development permit(s) issued by the City under the DP Application in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto and any amendments thereof;
- (e) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (f) **“General Manager of Planning, Urban Design, and Sustainability”** means City’s General Manager of Planning, Urban Design, and Sustainability appointed under the provisions of the *Vancouver Charter*;
- (g) **“Heritage Buildings”** has the meaning given above in the introductory paragraphs herein and **“Heritage Building”** means either of such buildings;
- (h) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (i) **“Heritage Designation”** means the City’s designation of the structure and exterior envelope and exterior building materials of the Heritage Buildings as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (k) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (l) **“Owner”** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then **“Owner”** includes the strata corporation thereby created;
- (m) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage

characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;

- (n) "Rehabilitation Work" has the meaning given below herein;
- (o) "*Strata Property Act*" means the *Strata Property Act*, S.B.C. 1998, c.43, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (p) "*Subdivision By-law*" means the City's Subdivision By-law No. 5208 and any amendments thereto and replacements thereof;
- (q) "*Vancouver Charter*" means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof; and
- (r) "*Zoning & Development By-law*" means the City's *Zoning & Development By-law* No. 3575 and any amendments thereto and replacements thereof.

**ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING**

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that:

- (a) the Owner, at the Owner's expense, and to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability:
 - (i) within twenty-four (24) months after the later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or another agreed upon effective date to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability and the Director of Legal Services, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Buildings and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Buildings are secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall cause a Heritage Consultant to submit to the General Manager of

- Planning, Urban Design, and Sustainability, a signed comprehensive completion status report, detailing the completion of the Rehabilitation Work and stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan and the Development Permit (including any amendments thereto);
- (b) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's expense, will do all things reasonably necessary to conserve the Heritage Buildings as rehabilitated and, in any event, keep them in good condition in all respects at all times;
 - (c) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Buildings insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
 - (d) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Buildings in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
 - (e) the Owner shall not at any time and shall not suffer or permit anyone else to at any time do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Buildings or the Lands pursuant to the statutory right of way granted pursuant to Article 3 hereof;
 - (f) if at any time for any reason one or both of the Heritage Buildings is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at the Owner's expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the damaged or destroyed Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the damaged or destroyed Heritage Building, failing which the matter in all respects will be determined by arbitration by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *Arbitration Act*, RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the damaged or destroyed Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or

replicate that Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled;

- (g) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Buildings and fails to rectify any such default within thirty (30) days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will not be obligated to, rectify the Owner's default; and
- (h) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation therefor and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of either or both of the Heritage Buildings or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Buildings, to carry out any such obligations of the Owner hereunder as the City may choose.

3.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

3.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein.

**ARTICLE 4
DEBTS OWED TO CITY**

4.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace or replicate either or both of the Heritage Buildings:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Buildings, plus twenty percent (20%) of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 5
EQUITABLE CHARGE**

5.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

5.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 6
BY-LAW VARIATIONS**

6.1 The *Subdivision By-law* is hereby varied as follows for the Lands, for the purposes of the Development:

- (a) Section 9.7(c) is varied to delete the words "less than 90 feet (27.432 m) or";
- (b) Section 9.8 is varied to delete subsections (a), (b) and (c);
- (c) Section 9.9 is varied to delete the words "and may refuse to approve the subdivision if, in the Approving Officer's opinion, lane access or other accommodation is not adequate for these facilities";
- (d) Schedule A - Table 1 is varied to reduce the minimum parcel area to 1,250 sq. ft. (116 m²); and

- (e) Schedule A - Table 2 is varied to reduce the minimum parcel area to 1,250 sq. ft. (116 m²).

6.2 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for the purposes of the Development:

- (a) Section 10.5 is varied such that it shall not apply to the Lands.

6.3 The RT-3 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for the purposes of the Development:

- (a) Section 3.1.1.1 is varied to increase the maximum floor space ratio to 1.28, inclusive of areas under the front porch;
- (b) Section 3.1.2.1(c) is varied to reduce the minimum site area to 116 m²;
- (c) Section 3.1.2.4 is varied such that the required minimum front yard is 0.3 m;
- (d) Section 3.1.2.6 is varied such that a side yard need not be provided on either side of the building;
- (e) Section 3.1.2.7 is varied such that a rear yard need not be provided;
- (f) Section 3.1.2.8 is varied such that there is no maximum site coverage; and
- (g) Section 4.4 is varied such that it does not apply to the Lands.

ARTICLE 7 SUBDIVISION

7.1 **Subdivision.** The Lands shall not be subdivided at any time hereafter, either under the provisions of the *Land Title Act* or the *Strata Property Act*, except to create two new legal parcels, each of which has one Heritage Building located entirely thereon, as contemplated by the Development.

7.2 Following subdivision of the Lands into two new legal parcels, each of which has one Heritage Building located entirely thereon, as contemplated by the Development;

- (a) subject to section 7.2(b) below, the burdens, obligations, covenants, statutory right of way and equitable charge contained in this agreement will continue to charge each of the new parcels so created;
- (b) following subdivision of the Lands to create two new legal parcels, each of which has one Heritage Building located entirely thereon, and without limiting Article 4, the City acknowledges and agrees that the ongoing covenants herein with respect to maintenance of the Heritage Buildings, the statutory right of way in Article 3 herein, and the equitable charge in Article 5 herein will apply to each parcel only in respect of the individual Heritage Building that is located on that parcel, and all references herein to the "Heritage Buildings" will mean only the individual Heritage Building located on the subject parcel;

- (c) this agreement may be separately amended or terminated in respect of each individual parcel containing a Heritage Building by the City and the owner of that parcel, without the consent of the owner of the other parcel containing a Heritage Building, and vice versa; and
- (d) the Owner will not suffer, cause or permit the Heritage Buildings or the Lands, or any part thereof, to be subdivided by a strata plan under the provisions of the *Strata Property Act* without the prior written consent of the City, which consent may be arbitrarily withheld.

7.3 For certainty, nothing in this Agreement shall be interpreted to mean that the City is obligated to approve an application for a subdivision of the Lands under the *Land Title Act*.

ARTICLE 8 NOTICES

8.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to the Owner's address as shown in the Land Title Office records; and
- (b) if to the City:

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third (3rd) business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 9 GENERAL

9.1 **Joint and Several Liability.** If the Owner is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this agreement.

9.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

9.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

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

9.5 Time of Essence. Time will be of the essence in respect of this agreement.

9.6 Enurement. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees, and this agreement shall charge and run with the Lands and with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

9.7 City's Other Rights and Obligations. Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or 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 other laws, 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.

9.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

9.9 Number. Words contained herein 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.

9.10 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 therein.

9.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

9.12 City Approvals. In this agreement, where City "approval", "acceptance", "consent" or similar authorization or agreement is required, unless provided for otherwise in this agreement, such "approval", "acceptance", "consent" or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such "approval", "acceptance", "consent" or similar authorization or agreement. Any purported "approval", "acceptance" "consent" or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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 Charge" means the Mortgage registered under number CA1576400;
- (b) "Existing Chargeholder" means THE TORONTO-DOMINION BANK;
- (c) "New Charges" means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charge”** means the Mortgage registered under number CA6838996 (as to an undivided 1/3 interest);
- (b) **“Existing Chargeholder”** means THE TORONTO-DOMINION BANK;
- (c) **“New Charge”** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 465 Victoria Drive**

The land owner applied to the City to develop the Lands pursuant to Development Application DP-2021-00699 to permit the development of a 4-storey multiple dwelling, containing a total of 11 dwelling units (3 secured market rental and 8 strata), all over one level of underground parking providing a total of 11 of parking spaces having vehicular access lane. The Development Application was approved, subject to, among other things, a Housing Agreement being entered into by the City and the land owner securing three 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
July 25, 2023



1. Application

**Redpoint Law LLP
660-355 Burrard St
VANCOUVER BC V6C 2G8
604-757-2690 (Norman Chow)**

32060-001/Eng, Form C Housing Agreement

2. Description of Land

PID/Plan Number Legal Description

EPP121115 LOT A EXCEPT THE NORTH 10 FEET NOW LANE, OF LOT 5 BLOCK E DISTRICT LOT 183 PLAN EPP121115

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant Entire Document

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

JORDAN JOHN ENG, EXECUTOR OF THE WILL OF EDNA MAY ENG, DECEASED, SEE CA9037306

6. Transferee(s)


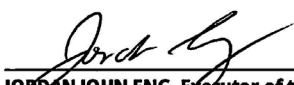
**CITY OF VANCOUVER
453 WEST 12TH AVENUE
VANCOUVER BC V5Y 1V4**

7. Additional or Modified Terms



8. Execution(s)

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

Witnessing Officer Signature  <hr/> Norman Chow Barrister & Solicitor 660-355 Burrard St VANCOUVER BC V6C 2G8	Execution Date <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD 2023-06-22 </div>	Transferor / Transferee / Party Signature(s)  <hr/> JORDAN JOHN ENG, Executor of the will of Edna May Eng, Deceased, See CA9037306
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Officer Certification

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

Witnessing Officer Signature <hr/>	Execution Date <div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> YYYY-MM-DD </div>	Transferor / Transferee / Party Signature(s) City of Vancouver By their Authorized Signatory <hr/> Name:
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Officer Certification

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

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)**

465 VICTORIA DRIVE

WHEREAS:

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

- (i) the Transferor, **JORDAN JOHN ENG, EXECUTOR OF THE WILL OF EDNA MAY ENG (SEE CA9037306)**, is herein called the “**Owner**” as more particularly defined in Section 1.1 (u); and
- (ii) the Transferee, **CITY OF VANCOUVER**, is herein called the “**City**” or the “**City of Vancouver**” when referring to corporate entity, and “**Vancouver**” when referring to geographic location;

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

C. The Owner applied under Development Permit Application number DP-2021-00699 (the “**Development Permit Application**”) to develop a 4-storey multiple dwelling, containing a total of 11 dwelling units (3 secured market rental and 8 strata), all over one level of underground parking providing a total of 11 parking spaces having vehicular access from the lane;

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/or Section 219 Covenant for 60 years or the life of the building, whichever is greater, to subdivide the development lands by either (i) an air space subdivision to create an air space parcel; or (ii) a strata plan to create one single strata lot, containing at least three (3) residential units (including a minimum of one family unit with 2 or more bedrooms) of secured market rental housing units, subject to the following conditions and requirements:

- a. A no separate-sales covenant;
- b. A no stratification covenant (on air space parcel or from single strata lot);
- c. A provision that none of such units will be rented for less than one month at a time;
- d. A covenant that, if the residential units of secured market rental housing are contained within a single strata lot, a rental disclosure statement pursuant to the Strata Property Act, will be duly filed and delivered in accordance with the Real Estate Development Marketing Act, designating such strata lot as rental for a period of not less than 200 years and that no by-law that restricts the rental of such strata lot will be adopted prior to the first conveyance of a strata lot in the development; and

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

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

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

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

ARTICLE 1 DEFINITIONS AND INTERPRETATION

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

- (a) “**Agreement**” means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) “**Building**” means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) “**City**” and “**City of Vancouver**” have the meaning ascribed to those terms in Recital A(ii);
- (d) “**City Manager**” means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) “**City Personnel**” means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) “**Commencement Date**” means the date as of which this Agreement has been executed by all parties to it;
- (g) “**Development Permit**” means any permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands) as contemplated by the Development Permit Application;
- (h) “**Development Permit Application**” has the meaning ascribed to that term in Recital C;

- (i) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (j) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator, from time to time, of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (k) **“Housing Unit”** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **“Lands”** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);
- (n) **“Losses”** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgments, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) **“Market Rental Housing”** means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm’s length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) **“Market Rental Housing Condition”** has the meaning ascribed to that term in Recital D;
- (q) **“Market Rental Housing Units”** has the meaning ascribed to that term in Section 2.1(b);
- (r) **“Market Rental Housing Units Air Space Parcel”** has the meaning ascribed to that term in Section 2.1(k)(i)(A);
- (s) **“Market Rental Housing Units Strata Lot”** has the meaning ascribed to that term in Section 2.1(k)(i)(B);
- (t) **“Occupancy Permit”** means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;

- (u) **“Owner”** means the Transferor, JORDAN JOHN ENG, EXECUTOR OF THE WILL OF EDNA MAY ENG, DECEASED, (See CA9037306), and all assigns, successors and successors in title to the Lands or any part thereof;
- (v) **“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;
- (w) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(j) and **“Replacement Rental Housing Units”** means all of such units;
- (x) **“Real Estate Development Marketing Act”** means the *Real Estate Development Marketing Act*, S.B.C. 2004, c. 41, and all amendments thereto and re-enactments thereof;
- (y) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (z) **“Strata Property Act”** means the *Strata Property Act*, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (aa) **“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;
- (bb) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (cc) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, and all amendments thereto and re-enactments thereof.

1.2 Interpretation. In this Agreement:

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

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

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

ARTICLE 2 RESTRICTIONS ON USE AND SUBDIVISION

2.1 The Owner covenants and agrees that:

- (a) throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain at least three (3) Housing Units and related amenity and parking spaces in accordance with the Market Rental Housing Condition, the Development Permit, any

building permit issued pursuant thereto and the requirements of this Agreement (the “**Market Rental Housing Units**”), all to the satisfaction of the City;

- (c) throughout the Term:
 - (i) all of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing; and
 - (ii) not less than one (1) of the Market Rental Housing Units will have two or more bedrooms;
- (d) 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;
- (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 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 8.8;
- (f) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld, except in accordance with Section 2.1(k);
- (g) 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(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 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;
- (i) 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;

- (j) if the Building is destroyed or demolished before the end of the 60th anniversary of the date when the final Occupancy Permit is issued for the Building, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable by-laws of the City;
- (k) notwithstanding Section 2.1(f):
 - (i) subject to compliance by the Owner with all applicable requirements of the City’s Approving Officer, this Agreement and all applicable laws and by-laws and subject to the City’s consent, the Owner covenants and agrees to subdivide the Lands by the deposit of:
 - (A) an air space parcel subdivision plan under the provisions of the *Land Title Act*, to enable all of the Market Rental Housing Units to be contained within one air space parcel (the “**Market Rental Housing Units Air Space Parcel**”) with the other components of the development contemplated in the Development Permit to be contained within one or more other air space parcel(s) or a remainder parcel; or
 - (B) a strata plan under the provisions of the *Strata Property Act*, to enable all of the Market Rental Housing Units to be contained within one strata lot (the “**Market Rental Housing Units Strata Lot**”) with the other components of the development contemplated in the Development Permit to be contained within one or more other strata lot(s) or the common property of such strata plan; and
 - (ii) if the Market Rental Housing Units are contained within the Market Rental Housing Units Strata Lot:
 - (A) the Owner shall duly file and deliver or cause to be duly filed and delivered a rental disclosure statement pursuant to the *Strata Property Act* and the *Real Estate Development Marketing Act* designating the Market Rental Housing Units Strata Lot as rental for a period of not less than 200 years; and
 - (B) no bylaw of the strata corporation restricting the rental of the Market Rental Housing Units Strata Lot will be adopted prior to

the first conveyance of any strata lot on the Lands or otherwise;
and

- (l) following subdivision in accordance with Section 2.1(f) and the issuance of a final Occupancy Permit for the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable), the Owner may apply to the City for a partial discharge of this Agreement with respect to any legal parcel other than the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable), and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
 - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Market Rental Housing Units or in respect of the Market Rental Housing Units Air Space Parcel or the Market Rental Housing Units Strata Lot (as applicable) pursuant to this Agreement;
 - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
 - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
 - (iv) the preparation and registration of any such discharge will be without cost to the City.

Following such subdivision and partial discharge, this Agreement will be read and applied so that the obligations herein will apply only to any parcel in which the Market Rental Housing Units are contained.

ARTICLE 3 OCCUPANCY RESTRICTION ON THE LANDS

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

- (a) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for the Building, until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
 - (i) evidence that the subdivision required pursuant to Section 2.1(k) has occurred; and
 - (ii) if the Market Rental Housing Units are contained within the Market Rental Housing Units Strata Lot, a copy of the filed rental disclosure

statement required pursuant to section 2.1(k)(A) and confirmation that no bylaw of the strata corporation restricting rental of the Market Rental Housing Units Strata Lot will be adopted prior to the first conveyance of any strata lot on the Lands or otherwise;

- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.13.1.

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

ARTICLE 4 RECORD KEEPING

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

ARTICLE 5 ENFORCEMENT

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

ARTICLE 6 RELEASE AND INDEMNITY

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

- (a) releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner and covenants and agrees to indemnify and save harmless the City and all City Personnel from and against all Losses which may arise, accrue or be incurred by the City or any City Personnel or which are made by any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to:
 - (i) by reason of the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the 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 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted in this Agreement.

6.2 Conduct of Proceedings.

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

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

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

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

ARTICLE 7 NOTICES

7.1 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:

Jordan John Eng
4069 West 39th Avenue
Vancouver, British Columbia
V6N 3B1

Attention: Jordan John Eng

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

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

deemed to be completed upon actual delivery of the notice, demand or request; and

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

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

ARTICLE 8 MISCELLANEOUS

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

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

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

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

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

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

- (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.

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

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

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

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

8.10 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.

END OF DOCUMENT

EXPLANATION

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

Following the Public Hearings on July 5, 21 and 26, 2022, Council gave conditional approval to the rezoning of the site at 3970-3998 Main Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services
July 25, 2023

3970-3998 Main Street

BY-LAW NO.

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

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

Zoning District Plan Amendment

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

Designation of CD-1 District

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (859).

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

- (a) Cultural and Recreational Uses;
- (b) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this section;
- (c) Institutional Uses;
- (d) Manufacturing Uses;
- (e) Office Uses;
- (f) Retail Uses;
- (g) Service Uses;
- (h) Utility and Communication Uses; and
- (i) 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 to a depth of 10.7 m from the front wall of the building and extending across its full width may be used for residential purposes except for entrances to the residential portion.

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

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

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

Floor Area and Density

5.1 Computation of floor area must assume that the site area is 1,233.8 m², being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The floor space ratio for all uses combined must not exceed 3.97.

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 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that:
 - (i) the total area of these exclusions must not exceed 12% of the floor area being provided for dwelling uses, and
 - (ii) the balconies must not be enclosed for the life of the building;

- (b) patios and roof decks, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used that are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length; and
- (d) 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.

5.5 Computation of floor area may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) amenity areas accessory to a residential use, to a maximum of 10% of the total floor area being provided for dwelling uses; and
- (b) unenclosed outdoor areas underneath the building overhangs at grade, except that such areas must remain unenclosed for the life of the building.

Building Height

6.1 Building height, measured from base surface, must not exceed 22.6 m.

6.2 Despite section 6.1 of this by-law and section 10.18 of the Zoning and Development By-law, if the Director of Planning permits common indoor rooftop amenity space, the height of the portion of the building used for the common indoor amenity space must not exceed 25.2 m.

6.3 Despite the provisions of sections 6.1 and 6.2 of this by-law and section 10.18 of the Zoning and Development By-law, the Director of Planning may permit a greater height than otherwise permitted for rooftop appurtenances such as stairs and elevators for rooftop access, elevator machine rooms, mechanical screens, a vestibule accessing a green roof, trellises or shading structures that are part of a rooftop outdoor amenity space, or similar features, if the Director of Planning first considers:

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

Horizontal Angle of Daylight

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

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

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

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

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

7.5 An obstruction referred to in section 7.2 means:

- (a) any part of the same building 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 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.

Schedule A

