

EXPLANATION

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

Following the Public Hearing on October 19, 2023, Council resolved to amend the Zoning and Development By-law to enable wine-on-shelf sales in grocery stores. Enactment of the attached By-law will implement Council's resolutions.

Director of Legal Services
November 14, 2023

BY-LAW NO. _____

**A By-law to Amend the Zoning and Development By-law No. 3575
to Enable Wine on Shelf**

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. Council adds a new section 11.8.11 as follows:

“11.8.11 Wine on Shelf

11.8.11.1 Whenever Grocery Store with Liquor Store is permitted, instead of a Liquor Store within the Grocery Store the use may include the sale of wine products including cider, mead and sake for off-site consumption, with a wine-on-the-shelf model, as licensed by the Liquor and Cannabis Regulation Branch (LCRB).

11.8.11.2 Whenever Grocery Store is permitted, the use may include the sale of wine products including cider, mead and sake for off-site consumption, with a wine-on-the-shelf model, as licensed by the Liquor and Cannabis Regulation Branch (LCRB).”.

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

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

EXPLANATION

A By-law to amend the Auditor General By-law No. 12816

Enactment of this By-law will implement Council's resolution on October 17, 2023 regarding miscellaneous amendments.

Director of Legal Services
November 14, 2023

BY-LAW NO. _____

**A By-law to amend the Auditor General By-law No. 12816
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 Auditor General By-law.
2. Council strikes out the Table of Contents and substitutes a new Table of Contents as set out in Appendix A attached to this by-law.
3. Council strikes the definition of “Code of Conduct” from section 1.2.
4. Council inserts a new subsection 3.4.1 as follows:

“3.4.1 The Auditor General is authorized to fulfill the responsibilities assigned to the Auditor General under the City’s policy entitled “Whistleblowing – Reporting, Investigation and Protection”, as amended or replaced from time to time (the “Whistleblower Policy”).”.

5. Council renumbers sections 3.16 through 3.19 as sections 3.17 through 3.20 and inserts a new section 3.16 as follows:

“3.16 Despite Sections 3.11 to 3.15, reporting concerning investigations of serious wrongdoing under the Whistleblower Policy shall be in accordance with that policy.”.

6. Council strikes section 4.7 and replaces it as follows:

“4.7 Subject to Section 4.6, the persons required to maintain confidentiality under Section 4.6 will not communicate information to another person in respect of any matter described in Section 4.6 except as may be required,

- (a) in connection with the administration of this By-law, including reports made by the Auditor General, or with any proceedings under this By-law,
- (b) under the Freedom of Information and Protection of Privacy Act,
- (c) under the *Criminal Code* (Canada),
- (d) under any other applicable law, or
- (e) in accordance with the Whistleblower Policy.”.

7. Council strikes section 5.6 and replaces it as follows:

“City policies apply to Office

5.6 Subject to Section 5.7 below, all City by-laws and policies of general application to City staff apply to the office of the Auditor General.”.

8. Council strikes section 6 and replaces it as follows:

**“SECTION 6
RECORDS RETENTION**

Independent management of records

6.1 The Auditor General has the exclusive authority and responsibility to manage the Audit Records of the Office in an independent manner.

6.2 Nothing in this Section 6 will be construed to limit or interfere with the independence of the Office, including without limitation, the independent management and retention of Audit Records for which the Auditor General is responsible.

6.3 The Auditor General may establish any guidelines and policies necessary to the implementation of this Section 6, including without limitation the categorization and definition of the records which are to be classified as Audit Records (and therefore impliedly classified as Non-Audit Records).

Record retention schedule for Office

6.4 The Auditor General has the exclusive authority and responsibility to establish and maintain appropriate Audit Record retention schedules for the Audit Records of the Office in accordance with:

- (a) recognized professional auditing standards
- (b) applicable legal requirements (as advised by the City Solicitor) and
- (c) in consultation with the City Clerk and Chief Technology Officer as to the standards generally applied by the City.

6.5 The Auditor General may seek the provision of services, advice or assistance in the creation and implementation of policies and recommendation of retention schedules as required from the City Clerk, Chief Technology Officer, and City Solicitor.

Record retention and disposition

6.6 No Audit Record of the Office will be destroyed unless the retention period established for the Audit Record in accordance with Section 6.4 above has expired and no information hold is applied on the Audit Record.

Non-Audit Records

6.7 Subject to this Section 6, the Auditor General is responsible for the application of the City's general corporate records retention schedules to the Non-Audit Records of the Office, as appropriate.

6.8 A retention schedule set out in the City's general records retention policies and schedules applies to the Non-Audit Records of the Office.

6.9 Any retention schedule containing an archival review designation for Non-Audit Records of the Office will be deemed to require review by the Auditor General.

Reporting to Auditor General Committee on record retention schedules

6.10 The Auditor General will include in the annual report to the Auditor General Committee the creation and any subsequent modification to the Auditor General's record retention policies, guidelines, and schedules as well as all aspects of its integration with the City's records retention systems for the Non-Audit Records.”.

- 9. Council strikes section 7 and renumbers section 8 as section 7.
- 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

City Clerk

APPENDIX A

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EXPLANATION

A By-law to amend Building By-law No. 12511 Regarding Fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Building By-law to increase fees for 2024, including minor revisions regarding refunds.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend Building By-law No. 12511
Regarding Fees for 2024**

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

1. This By-law amends the indicated provisions of the Building By-law No. 12511.
2. Council strikes out the Schedule of Fees in Schedule 1 (Book I – General) and Schedule 2 (Book II – Plumbing Systems), and substitutes in each of Book I and Book II the Schedule of Fees attached to this By-law.
3. This By-law is to come into force and take effect on January 1, 2024 immediately after By-law No. 13826.

ENACTED by Council this day of , 2023

Mayor

City Clerk

SCHEDULE OF FEES

PART A - BUILDING

1. **The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:**

- (a) Except as provided for in Clause (b) and Section 4 for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work \$202.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000 \$12.90

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000 \$6.54

- (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to:

(i) any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR-CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500

(ii) any PHOTOVOLTAIC PANELS, and related roof ALTERATION or repair \$128.00

- (c) For an OCCUPANCY PERMIT not required by this By-law but requested \$291.00

- (d) For the demolition of a BUILDING, not including a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:

For each DWELLING UNIT \$1,460.00

For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household \$1,460.00

- (e) For the demolition of a SINGLE DETACHED HOUSE, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 \$1,460.00

2. The fees hereinafter specified shall be paid to the City as follows:

- (a) For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:
 - For each hour or part thereof \$397.00
- (b) For a plan review where an applicant requests in writing that the review be carried out during overtime:
 - For each hour or part thereof \$397.00
- (c) For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:
 - For each hour or part thereof \$262.00
- (d) For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected \$262.00
- (e) For each inspection of a drainage tile system:
 - For a single detached house or duplex \$270.00
 - For all other drain tile inspections:
 - When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1.6.2.3. of Book I, Division C and Book II, Division C does not exceed \$500,000 \$528.00
 - When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000 \$1,060.00
 - When the estimated cost of the work exceeds \$1,000,000 \$1,330.00

(f)	For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:	
	For a residential building containing not more than 2 principal <i>dwelling units</i>	\$338.00
	For all other BUILDINGS	\$678.00
(g)	To access plans (electronic or on microfilm) or documents for viewing or copying	\$57.60
(h)	For each microfilm image or electronic file copied	\$15.90
(i)	For a request to renumber a BUILDING	\$1,240.00
(j)	For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1.6.7.2. of Book I, Division C and Book II, Division C	50% of the original BUILDING PERMIT fee to a maximum of \$484.00
(k)	For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1.6.7.4. of Book I, Division C and Book II, Division C	\$3,170.00
(l)	For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of revisions to an application or a permit in accordance with Article 1.5.2.13. and Section 1.6.6. of Book I, Division C and Book II, Division C	
	where the PERMIT relates to a SINGLE DETACHED HOUSE or a SECONDARY SUITE	\$262.00
	plus for each hour, or part thereof, exceeding one hour	\$262.00
	where the PERMIT relates to any other BUILDING	\$795.00
	plus for each hour, or part thereof, exceeding one hour	\$397.00
(m)	For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations	\$483.00

<p>(n) For review of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of an alternative solution for new construction under Article 2.3.2.1. of Book I, Division C</p> <p>for each application</p>	<p>\$1,110.00</p>
<p>(o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions</p> <p>for each application</p>	<p>\$634.00</p>
<p>(p) For review by the Alternative Solution Review Panel</p>	<p>\$3,560.00</p>
<p>(q) For the evaluation of a resubmission or revised submission made under Clauses (n) or (o) of this Section 2</p>	<p>\$397.00</p>
<p>(r) For each refund issued pursuant to Sentences 1.6.2.7.(2) of Book I, Division C, and Book II, Division C the administrative fee to be deducted</p>	<p>\$90.10</p>
<p>3. Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (d) and (e) of Section 1:</p>	
<p>(a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and</p>	
<p>(b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.</p>	
<p>4. Upon written application by the payor and on the advice of the Director of Planning, the <i>Chief Building Official</i> shall reduce the fees paid pursuant to Clause (a) of Section 1 by percentage for that part of a building designated as Social Housing.</p>	
	<p>20%</p>

PART B - PLUMBING

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

For the Installation of:

One, two or three FIXTURES \$262.00

Each additional FIXTURE \$82.40

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

Alteration of Plumbing (no FIXTURES involved):

For each 30 m of piping or part thereof \$385.00

For each 30 m of piping or part thereof, exceeding the first 30 m \$107.00

Connection of the City water supply to any hydraulic equipment \$145.00

2. INSPECTIONS OF FIRELINE SYSTEMS:

Hydrant & Sprinkler System:

First two inspections for each 30 m of water supply pipe or part thereof \$385.00

Each additional inspection for each 30 m of water supply pipe or part thereof \$159.00

Sprinklers:

First head, single detached house or duplex \$438.00

First head, all other buildings \$933.00

First head, renovations to existing sprinkler systems \$271.00

Each additional head, all buildings (no limit on number) \$4.80

Firelines:

Hose Cabinets	\$50.70
Hose Outlets	\$50.70
Wet & Dry Standpipes	\$50.70
Standpipes	\$50.70
Dual Check Valve In-flow Through Devices	\$50.70
Backflow Preventer	\$262.00

Wet & Dry Line Outlets:

Each connection	\$50.70
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump	\$410.00
Each Fire Hydrant	\$126.00

3. REINSPECTIONS

For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected	\$262.00
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4. SPECIAL INSPECTIONS

Each inspection to establish fitness of any existing fixture for each hour or part thereof	\$262.00
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An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof	\$397.00
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5. BUILDING SEWER INSPECTIONS

First two inspections for each 30 m of BUILDING SEWER or part thereof	\$385.00
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Each additional inspection for each 30 m of BUILDING SEWER or part thereof	\$159.00
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PART C – OPERATING PERMITS

Every applicant for an OPERATING PERMIT shall, at the time of application for a new OPERATING PERMIT or renewal of an OPERATING PERMIT, pay to the City the fees set out hereunder:

For each OPERATING PERMIT relating to equipment or systems in a BUILDING \$201.00

For not renewing an OPERATING PERMIT on or before the renewal date The OPERATING PERMIT renewal fee plus \$114.00

For each reinspection made necessary due to non-compliance with this By-law \$250.00

For each change of permit holder on an OPERATING PERMIT \$114.00

PART D – MECHANICAL PERMITS

For a MECHANICAL PERMIT for a single private residential deck, patio, or balcony, in a DWELLING UNIT \$245.00

For a MECHANICAL PERMIT in a 1-3 storey BUILDING \$401.00 plus \$14.20 per kW

For a MECHANICAL PERMIT in a BUILDING of 4 storeys and above \$916.00 plus \$114 for each electric heat pump installation above 6 total heat pump units

EXPLANATION

A By-law to amend Electrical By-law No. 5563 Regarding Fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Electrical By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend
Electrical By-law No. 5563 Regarding Fees for 2024**

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

1. This by-law amends the indicated provisions of Electrical By-law No. 5563.
2. Council strikes Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law as Appendix A.
3. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

APPENDIX A

SCHEDULE A

1. **The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:**

When the estimated cost does not exceed \$250	\$98.20
When the estimated cost exceeds \$250 but does not exceed \$500	\$132.00
When the estimated cost exceeds \$500 but does not exceed \$700	\$173.00
When the estimated cost exceeds \$700 but does not exceed \$1,000	\$226.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000	\$226.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000	\$74.10
When the estimated cost exceeds \$10,000 but does not exceed \$50,000	\$1,031.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$10,000	\$40.10
When the estimated cost exceeds \$50,000 but does not exceed \$100,000	\$2,910.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000	\$24.30
When the estimated cost exceeds \$100,000 but does not exceed \$500,000	\$4,306.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000	\$17.00
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000	\$12,110.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000	\$12.90

	When the estimated cost exceeds \$1,000,000	\$19,940.00
	plus for every \$1,000 of the estimated costs, or part thereof, over \$1,000,000	\$5.56
2.	The temporary power permit shall be valid for one year and the fee shall be:	
	(a) for single detached houses and duplexes	\$534.00
	(b) for installation, construction, alteration, repair or maintenance of temporary electrical equipment (such as electric crane or hoist; security alarm or camera; generator; transformer; motor; etc.), and	\$262.00
	(c) for all other uses where the temporary power is supplied from a power source not exceeding 750V	\$567.00
	(d) for all other uses where the temporary power is supplied from a voltage power exceeding 750V	\$1,570.00
3.	The fee for an annual permit for any one building or site shall be as follows:	
	(a) For section 5.14(b), or section 5.14(b) in combination with section 5.14(a),(c), and/or (d): Total service supply or power supply rating up to and including the first 500 kVA	\$544.00
	For 15 kVA or part thereof exceeding the first 500 kVA	\$11.60
	Subject to a maximum fee of	\$6,880.00
	(b) For section 5.14(c), or section 5.14(c) in combination with section 5.14(a) and/or section 5.14(d), when the supply rating is 500 kVA or less	\$544.00
	(c) For section 5.14(a) and/or section 5.14(d)	\$262.00
4.	The fees for an Electrical Permit for the Entertainment and Film Industry	
	(a) For an annual permit for filming in a single location	\$810.00
	(b) For an annual permit for filming in multiple locations	\$1,570.00
	(c) For a Temporary permit for filming in a single or multiple locations for up to 14 days	\$262.00

	for 15 to 30 days	\$528.00
	for 31 to 60 days	\$791.00
	for 61 to 90 days	\$1,330.00
5.	The fee for staff time spent inspecting of electrical work or reviewing resubmitted or amended plans to determine compliance with this By-law, if a permit holder deviates from approved plans, for each quarter of an hour or part thereof	\$65.40
6.	The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be	\$262.00
7.	The fee for inspection and plan review outside normal working hours and at a minimum inspection and review time of four (4) hours, including traveling time, shall be for each hour or part thereof	\$379.00
8.	The City Electrician may charge the following fees for an Electrical Permit for a temporary special event	
	(a) For equipment 5 kW or less	\$133.00
	(b) For equipment more than 5 kW but not exceeding 750 V for up to 14 days	\$262.00
	for 15 to 30 days	\$525.00
	for 31 to 60 days	\$790.00
	for 61 to 90 days	\$1,310.00
	(c) For equipment supplied from a High Voltage power source	\$1,590.00
9.	The fee for an application for special permission pursuant to Section 4.9 shall be	\$242.00
10.	For electrical equipment in trade shows that has not been approved in accordance with the provisions of the Electrical By-law, the fee for an application for permission to display or energize for up to 14 days	\$242.00
11.	The fee for an interim permit pursuant to Section 5.16 shall be	\$226.00
12.	The administration fees pursuant to Section 5.20 and 5.27 shall be	

	(a) the first \$98.20 of the permit fee when no plan review performed	\$98.20
	(b) the first \$262.00 of the permit fee when plan review performed	\$262.00
13.	The fee for a permit amendment review pursuant to Section 5.22 shall be	\$98.20

EXPLANATION

A By-law to amend Gas Fitting By-law No. 3507 Regarding Fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Gas Fitting By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend
Gas Fitting By-law No. 3507 Regarding Fees for 2024**

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

1. This by-law amends the indicated provisions of Gas Fitting By-law No. 3507.
2. Council strikes the Fee Schedule of the Gas Fitting By-law, and substitutes for it the Fee Schedule attached to this by-law as Appendix A.
3. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

APPENDIX A
FEE SCHEDULE

Installations:

One, two or three appliances	\$262.00
Each additional appliance	\$82.90
Each replacement water heater, gas range, furnace or boiler	\$61.90
Each additional gas meter of a multiple dwelling (same appliance count)	\$61.90

Piping Permits (no appliances):

For first 60 m of piping or part thereof	\$262.00
Every 30 m or part thereof exceeding the first 60 m	\$101.40

Re-inspections

For each re-inspection	\$262.00
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EXPLANATION

A By-law to amend Miscellaneous Fees By-law No. 5664 regarding fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Miscellaneous Fees By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO. _____

**A By-law to amend
Miscellaneous Fees By-law No. 5664
Regarding Fees for 2024**

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

1. This By-law amends the indicated provisions of Miscellaneous Fees By-law No. 5664.
2. Council strikes Schedule 1 of the Miscellaneous Fees By-law, and substitutes it for Schedule 1 attached to this By-law as Appendix A.
3. This By-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this day of , 2023

Mayor

City Clerk

APPENDIX A

Schedule 1

1. Adopt or Amend an Area Development Plan (ADP)

For adoption or amendment of an Area Development Plan:

Up to 0.4 ha (43,128 sq. ft.) site area \$42,900.00

For each additional 100 m² (1,080 sq. ft.) of site area, or part thereof \$416.00

Maximum fee \$171,300.00

2. Amend an Official Development Plan (ODP) and Area Development Plan (ADP)

For an amendment to the text of an Official Development Plan and any associated Area Development Plan \$64,500.00

3. Amend a Regional or Provincial Land Use Designation

For an amendment of a regional or provincial land use designation \$4,340.00

4. Site Profile Review

For each review of a site profile \$109.00

5. Appeal to Board of Variance/Parking Variance Board

For the filing of an appeal \$2,840.00

6. Approved Use Research Requests

Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building By-laws

(a) Residential \$79.50

(b) Commercial (one unit only) \$79.50

(c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time \$347.00

For each additional hour or part thereof beyond the 2 hours referred in (c) above \$174.00

7.	File Research Environmental	
	Provide written information as to whether the City records indicate that a property has any contamination or environmental issues	\$347.00
8.	Building Grades	
	The following fees shall be paid to the City for the review of design elevations of streets or lanes where they adjoin a building site, as required with a Development and/or Building Permit application:	
	(a) Where City of Vancouver Staff are required to complete a survey for the purpose of calculating the design elevations of the required streets and lanes:	
	Length of property abutting street or lane, or both, is	
	Up to 31 m	\$2,060.00
	Over 31 m and up to 90 m	\$2,460.00
	Over 90 m and up to 150 m	\$3,440.00
	Over 150 m and up to 300 m	\$5,090.00
	Over 300 m	\$7,540.00
	(b) Where the applicant provides approved building grade survey information to the City for the purpose of calculating the design elevations of the required streets and lanes:	
	Length of property abutting street or lane, or both, is	
	Up to 31 m	\$615.00
	Over 31 m and up to 90 m	\$814.00
	Over 90 m and up to 150 m	\$1,014.00
	Over 150 m and up to 300 m	\$1,420.00
	Over 300 m	\$2,250.00
9.	Traffic Management Plan Review	
	(a) Where the review is less than 1 hour of staff time	\$79.50
	(b) Where the review is 1 to 15 hours of staff time	\$795.00
	(c) Where the review is over 15 hours of staff time	\$2,230.00
10.	Discharge of a Registered Encumbrance	
	(a) Where the review requires up to 2 hours of staff time	\$317.00
	(b) Where the review requires more than 2 hours of staff time	\$795.00
11.	Road Closure Fee	\$13,340.00

12. Producing Permit/Document Copies

The following application fee will be paid to the City for providing 1 to 4 paper or electronic copies of permits or specific documents from either microfiche or our images database.

(a) Residential (Single Detached House or Duplex)	\$74.10
(b) One Unit in a Commercial Building	\$74.10
(c) All other Buildings	\$152.00
(d) For each additional copy beyond the 4 documents referred in this section above.	\$15.30

13. Research Requests

For applications referred to in section 12, and other research requests, that require extensive research (more than one hour of staff time):

(a) Research requests requiring up to a maximum of 2 hours of staff time	\$347.00
(b) For each additional hour or part thereof beyond the 2 hours referred to in (a) above	\$174.00

For a property research letter or document request under section 12 or 13, where an applicant requests in writing that the review be carried out during overtime:

For each hour or part thereof	\$250.00
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14. View Cone Assessment

Service of staff assessing maximum development height on a proposed development site subject to a view cone authorized by Council	\$1,200.00
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15. For service of staff review, revision and execution of the following agreements required for developments:

(a) Bridge Proximity Agreement	\$650.00
(b) Services Agreement	\$1,100.00
(c) Statutory Rights of Way	\$800.00
(d) Traffic Demand Management Agreement	\$950.00

EXPLANATION

A By-law to amend Noise Control By-law No. 6555 Regarding Fees for 2024

Enactment of the attached By-law will implement Council's resolution of October 3, 2023, to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO. _____

**A By-law to amend
Noise Control By-law No. 6555 Regarding Fees for 2024**

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

1. This by-law amends the indicated provisions of Noise Control By-law No. 6555.
2. In Schedule E, Council:
 - (a) strikes "\$217.00" from item (i)(i), and substitutes "\$237.00"; and
 - (b) strikes "\$431.00" from item (i)(ii), and substitutes "\$470.00".
3. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this day of , 2023

Mayor

City Clerk

EXPLANATION**Protection of Trees amending By-law
Re: 2024 Fee increases**

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Protection of Trees By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend
Protection of Trees By-law No. 9958
Regarding Fees for 2024**

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

1. This by-law amends the indicated provisions of Protection of Trees By-law No. 9958.
2. Council strikes "\$96.00" from section 4.4(c)(i), and substitutes "\$105.00".
3. Council strikes "\$276.00" from section 4.4(c)(ii), and substitutes "\$301.00".
4. This by-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this day of , 2023

Mayor

City Clerk

EXPLANATION**A By-law to amend Secondary Suite Inspection Fee By-law No. 6553
Regarding Fees for 2024**

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Secondary Suite Inspection Fee By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

EXPLANATION

A By-law to amend Sign Fee By-law No. 11880 Regarding Fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Sign Fee By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend Sign Fee By-law No. 11880
Regarding Fees for 2024**

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

1. This By-law amends the indicated provisions of the Sign Fee By-law No. 11880.
2. Council strikes Schedule 1 of the Sign Fee By-law, and substitutes for it Schedule 1 attached to this By-law as Appendix A.
3. This By-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

APPENDIX A

SCHEDULE 1

Fees and Charges

	Current Fees
1.1 Permit Application Fee	
(a) For each sign requiring a permit, other than a billboard, including one building field inspection	\$419.00
(b) For each sign subject to Part 15 Director of Planning Review, including one building field inspection	\$990.00
(c) For each billboard sign, including one building field inspection	\$990.00
(d) For each sign requiring electrical connection, including one electrical field inspection	\$213.00
(e) For a change of scope to require Part 15 Director of Planning Review, the additional fee is the difference between the fees set out in subsections (a) and (b) above	
1.2 Re-Inspection Fee	
Where a re-inspection is required to finalize approval of the installation of a sign after any field inspection, fee for each additional inspection or re-inspection	\$242.00
1.3 Fee for Sign Erected without Permit	
If a sign has been erected for which a sign permit is required, before a sign permit has been issued the fee is double the applicable fee or fees under section 1.1	
1.4 Fee for Revisions to Sign Permit	
Where a sign permit has been issued and must be revised, the fee for review by City staff per hour	\$64.30
1.5 Sign By-Law Amendment Application Fees	
Amendment to Schedule A or Schedule B	
For an application to initiate an amendment to Schedule A or Schedule B only to assign a new Comprehensive Development District to a Sign District Schedule at the time of re-zoning	\$1,179.00

Minor Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a minor amendment \$5,900.00

For every additional sign requiring a minor amendment under the same application \$1,180.00

Major Sign By-Law Amendment

For an application to initiate an amendment to the Sign By-Law for each sign requiring a major amendment \$13,370.00

For every additional sign requiring a major amendment under the same application \$2,690.00

By-Law Amendment for new Sign District

For an application to initiate amendments to the Sign By-Law to create a new Sign District \$39,300.00

1.6 Fees for Removal and Storage of Unsafe Signs

(a) Fee for removal and transportation of signs that are certified by the City Building Inspector to be structurally unsafe at cost

(b) Daily storage fee \$35.80

1.7 For Council reconsideration of a Director of Planning decision regarding relaxations pursuant to section 15.11 of the Sign By-law \$3,500.00

EXPLANATION

A By-law to amend the Green Demolition By-law No. 11023 Regarding Fees for 2024

The attached By-law will implement Council's resolution of October 3, 2023 to amend the Green Demolition By-law to increase fees for 2024.

Director of Legal Services
November 14, 2023

EXPLANATION

A By-law to amend Subdivision By-law No. 5208 Regarding Fees for 2024

Following the Council Meeting on October 3, 2023, Council resolved to amend the Subdivision By-law to increase fees for 2024. Enactment of the attached By-law, which also includes a correction to the calculation of the fee in section 5(b), will implement Council's resolutions.

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to amend
Subdivision By-law No. 5208
Regarding Fees for 2024**

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

1. This By-law amends the indicated provisions of Subdivision By-law No. 5208.
2. Council strikes Schedule F (Fees) of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law as Appendix A.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on January 1, 2024.

ENACTED by Council this day of , 2023

Mayor

City Clerk

APPENDIX A

Schedule F Fees

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m² in area; or (ii) where the site is between 10 000 m² and 40 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law \$161,900.00

2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m² and 10 000 m² in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I \$81,000.00

3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m² in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II \$13,950.00

4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
 - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer \$683.00

 - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval No Fee

- | | | |
|----|---|--------------|
| 5. | CLASS V (Air Space) - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act | |
| | (a) for developments having a Floor Space Ratio (FSR) greater than 3.0 | \$116,200.00 |
| | (b) for developments having a Floor Space Ratio (FSR) of 3.0 or less, or where the application is solely for the purpose of creating air space parcels to secure separate tenure for public benefits such as libraries, theatres and other cultural amenities, for-profit affordable rental housing, social housing or day care | \$59,080.00 |
| 6. | CLASS VI (Freehold Rowhouses) – For an application to subdivide pursuant to Section 223.2 of the Land Title Act | \$13,950.00 |
| | Plus, per freehold lot | \$1,820.00 |
| 7. | RECLASSIFICATION - For an application to change from one sub-area to another sub-area in the R1-1 District | \$7,100.00 |
| 8. | STRATA APPLICATIONS - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act | \$7,100.00 |

Note: *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

EXPLANATION

Zoning and Development Fee By-law amending By-law regarding 2024 fee increases

Following the Council Meeting on October 3, 2023, Council resolved to amend the Zoning and Development Fee By-law to increase fees for 2024. Enactment of the attached By-law will implement Council's resolutions, and includes a correction to the fee in Schedule 2, Section 7 because that fee should match the fee in Schedule 1, Section 19.

Director of Legal Services
November 14, 2023

APPENDIX A

Schedule 1

Development Permits

Current Fees

Single Detached House, Single Detached House with Secondary Suite, Duplex, Duplex with Secondary Suite, and Laneway House

- | | | |
|------------|--|------------|
| 1. | For a single detached house, single detached house with secondary suite, duplex, or duplex with secondary suite, and its accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite, where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m ² in gross floor area: | |
| (a) | where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law | \$2,880.00 |
| (b) | where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c) and 1C | \$4,160.00 |
| (c) | where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel | \$6,690.00 |
| 1A. | Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing single detached house or duplex or single detached house or duplex with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m ² in gross floor area: | |
| (a) | where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law | \$729.00 |
| (b) | in all other cases | \$1,430.00 |
| 1B. | For conversion of a single detached house to a single detached house with secondary suite | \$1,000.00 |
| 1C. | For a permit for a laneway house: | |
| (a) | where the laneway house is one-storey and there is no relaxation of siting or maximum height required | \$1,600.00 |

(b) in all other cases \$2,450.00

Multiple Dwellings and Freehold Rowhouses

2. For a multiple dwelling or freehold rowhouse, or for an addition to an existing multiple dwelling or freehold rowhouse:

(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m² of gross floor area or part up to 500 m² \$1,600.00

For each additional 100 m² of gross floor area or part \$795.00

Maximum fee \$64,400.00

(b) where the permit would be issued as a conditional approval, except as provided in section 2(a):

Each 100 m² of gross floor area or part up to 500 m² \$2,640.00

For each additional 100 m² of gross floor area or part \$1,760.00

Maximum fee \$340,600.00

Other Uses (Other Than Single Detached Houses, Duplexes or Multiple Dwellings)

3. For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a single detached house or duplex and a multiple dwelling:

(a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m² of gross floor area or part up to 500 m² \$1,090.00

For each additional 100 m² of gross floor area or part \$524.00

Maximum fee \$53,500.00

(b) where the permit would be issued as a conditional approval except as provided in Section 3(a):

Each 100 m² of gross floor area or part up to 500 m² \$2,350.00

For each additional 100 m² of gross floor area or part \$1,460.00

Maximum fee \$340,600.00

Alterations, Changes of Use (Other Than Single Detached Houses or Duplexes)

4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a single detached house or duplex:
- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 100 m ² of gross floor area or part thereof	\$940.00
Maximum fee	\$7,520.00
 - (b) where the permit would be issued as a conditional approval, except as provided in section 4(a):

Each 100 m ² of gross floor area or part thereof	\$1,360.00
Maximum fee	\$9,740.00
 - (c) where the change of use does not require a comprehensive development review or minor amendment \$477.00

Outdoor Uses

5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:
- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to section 5.2.3 of the Zoning and Development By-law:

Each 200 m ² of site area or part up to 1 000 m ²	\$729.00
Each additional 200 m ² of site area or part	\$249.00
 - (b) where the permit would be issued as a conditional approval, except as provided in section 5(a):

Each 200 m ² of site area or part up to 1 000 m ²	\$1,000.00
Each additional 200 m ² of site area or part	\$477.00
- 5A. For a Farmers' Market \$883.00

Developments Requiring Development Permit Board Approval

6. For an application which proceeds to the Development Permit Board:
- (a) instead of the fees referred to in sections 1 to 4:
 - Each 100 m² of gross floor area or part up to 15 000 m² \$2,080.00
 - Each additional 100 m² of gross floor area or part over 15 000 m² \$398.00
 - (b) instead of the fees referred to in section 5:
 - Each 200 m² of site area or part up to 1 000 m² \$1,310.00
 - Each additional 200 m² of site or part \$636.00

Child Day Care Facility, Cultural Facility or Social Service Centre

7. For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society \$928.00

Demolitions

8. For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the R1-1 or FSD District \$508.00

Preliminary Applications

9. For an application in preliminary form only 25% of the fee that would, except for this provision, apply (with a minimum fee of \$1,060.00)

NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

Revisions

10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:

where the permit is to be issued under:

- | | | |
|-----|-------------------------------------|--|
| (a) | sections 1 and 7 of this schedule | \$477.00 |
| (b) | all other sections of this schedule | 10% of the fee that would, except for this provision, apply (with a minimum fee of \$873.00) |

Minor Amendments

- | | | |
|-----|---|--|
| 11. | For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and: | |
| (a) | where the original permit was issued under sections 1 and 7 of this schedule | \$477.00 |
| (b) | where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey | 25% of the fee that would, except for this provision, apply (with a minimum fee of \$477.00) |

Extensions And Renewals

- | | | |
|-----|--|------------|
| 12. | For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void | \$1,000.00 |
| 13. | For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed: | |
| (a) | for a community care facility or all uses where the applicant is a duly incorporated non-profit society | \$443.00 |
| (b) | For all other uses | \$1,120.00 |

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

Board of Variance Appeals

- | | | |
|-----|--|-----------|
| 14. | For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board | No Charge |
|-----|--|-----------|

Application Following Refusal

15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. 50% of original application fee

Changes to Form of Development in CD-1 District

16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law \$7,390.00 plus the development application fees that would, except for this provision, apply

Maintenance of Heritage Buildings

17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District or in a heritage conservation area \$91.60

Awnings

18. For an awning where the permit will be issued combined with a building permit or a sign permit \$317.00

Higher Building Application Fee

19. Despite any other provision in this schedule 1 to the contrary, for an application, unless fee was collected under Schedule 2 during Rezoning \$74,200.00

Application for Development Advice

20. For service of staff providing comments on an enquiry regarding a proposed development prior to the submission of a development permit application regarding:
- | | |
|--|--|
| Multiple Dwellings and Freehold Rowhouses | 5% of the fees referred to in Section 2(b) |
| Other Uses (Other Than Single Detached Houses, Duplexes or Multiple Dwellings) | 5% of the fees referred to in Section 3(b) |
| Developments Requiring Development Permit Board Approval | 5% of the fees referred to in Section 6(a) |

Schedule 2

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

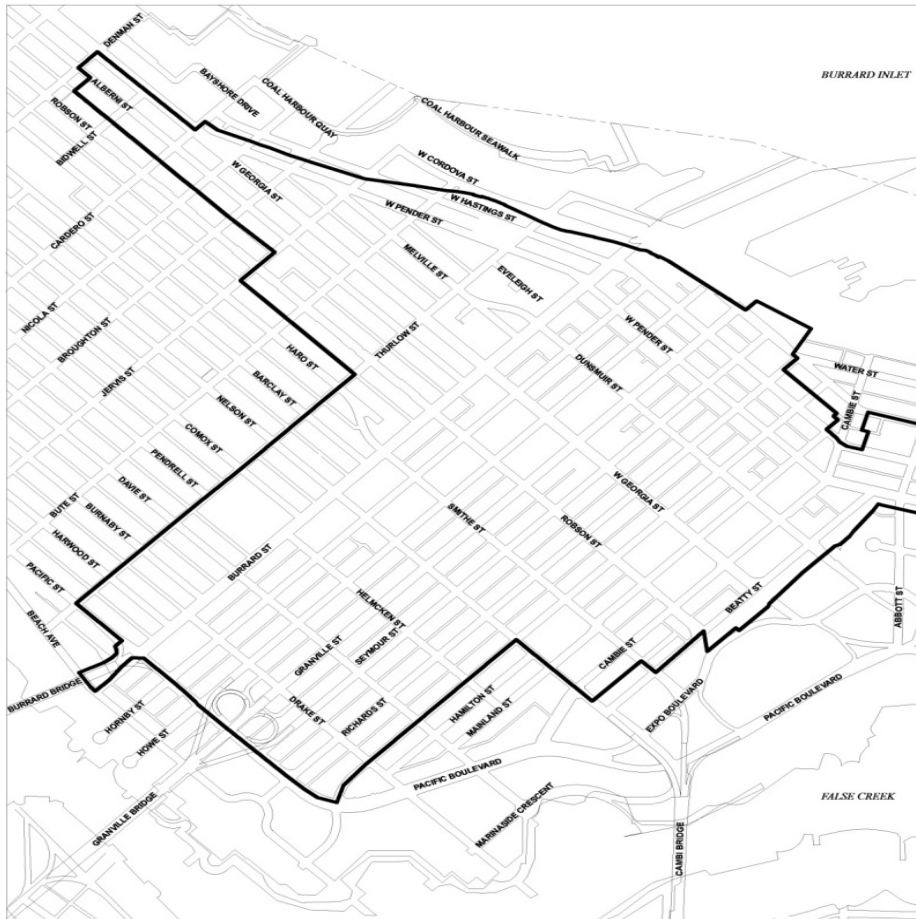
1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:

Up to 2,000 m ² site area	\$59,670.00
For each additional 100 m ² of site area or part thereof	\$537.00
Maximum fee	\$238,700.00

Text Amendments (Except CD-1)

2. For an amendment to the text of the Zoning and Development By-law \$45,600.00

Map 1 - Downtown Area



Map 2 –Broadway Area



3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District,
- or -
For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law:
 - (a) Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8 000 m²:

Up to 2 000 m² site area

\$210,300.00

	For each additional 100 m ² of site area or part thereof	\$1,480.00
	Maximum fee	\$319,300.00
(b)	Within the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$267,300.00
	For each additional 100 m ² of site area or part thereof	\$1,910.00
	Maximum fee	\$2,281,000.00
(c)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is smaller than 8 000 m ² :	
	For the first 2 000 m ² of site area	\$87,800.00
	For each additional 100 m ² of site area or part thereof	\$1,480.00
	Maximum fee	\$319,300.00
(d)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2, where the site area is 8 000 m ² or greater but smaller than 40 000 m ² or where the proposed floor area is greater than 45 000 m ² :	
	For the first 8 000 m ² of site area	\$267,300.00
	For each additional 100 m ² of site area or part thereof	\$1,910.00
	Maximum fee	\$2,281,000.00
(e)	Where the site area is 40 000 m ² or greater:	
	For the first 40 000 m ²	\$2,281,000.00
	For each additional 100 m ² of site area or part thereof	\$2,900.00
	Maximum fee	\$7,602,700.00

Reduced Fees for Large Sites with Limited Changes

4. Despite sections 3(e) and 5 of this Schedule 2, for a site area of 40 000 m² or more, if the complexity or scope of an amendment is, in the opinion of the Director of Planning, significantly less than that of the first phase by reason of the existence of a land

use policy statement or official development plan approved by Council, then the fee is to be:

For the first 40 000 m² of site area \$760,400.00

For each additional 100 m² of site area or part thereof \$761.00

Reduced Fees for Large Sites with Limited Minor Changes

5. Notwithstanding sections 3(e) and 4 of this Schedule 2, for a site area of 40 000 m² or more, provided that:

(a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area, or

(b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density.

For the first 40 000 m² of site area \$152,100.00

For each additional 100 m² of site area or part thereof \$381.00

Amend CD-1 (One Section Only)

6. Notwithstanding sections 3, 4 and 6 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment \$34,800.00

Higher Building Application Fee

7. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for a building that is considered under the Higher Buildings Policy amended on July 11, 2018 \$74,200.00

Application for Rezoning Advice

8. Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for reviewing drawings and providing comments prior to an application made under sections 1, 3, 4, 5 or 6.

(a) Within the downtown area shown on Map 1 or the Broadway area shown on Map 2:

Up to 2 000 m² site area \$19,680.00.00

For each additional 100 m² of site area or part thereof \$351.00

	Maximum fee	\$35,100.00
(b)	Outside the downtown area shown on Map 1 or the Broadway area shown on Map 2:	
	Up to 2 000 m ² site area	\$15,060.00
	For each additional 100 m ² of site area or part thereof	\$351.00
	Maximum fee	\$26,300.00
(c)	Additional fee for an application for a rezoning application to review drawings and provide comments prior to an application made under sections 1, 3, 4, 5 or 6 for an incorporated non-profit society or to a governmental agency providing social housing or community services	10% of the regular fee

Application Requiring Policy, Planning and Consultation Work

9.	Despite any other provision in this schedule 2 to the contrary, the additional fee for an application for a rezoning for providing additional planning, policy development, site analysis and public consultation prior to an application being made under sections 1, 3, 4, 5 or 6. If the complexity or scope of a proposed rezoning, in the opinion of the Director of Planning, requires planning work including public consultation prior to determining a preferred option for rezoning, the additional fee is as follows:	
(a)	Where the site area is less than 8 000 m ²	
	For the first 2 000 m ² of site area	\$99,840.00
	For each additional 100 m ² of site area or part thereof	\$1,000.00
	Maximum fee	\$239,850.00
(b)	Where the site area is 8 000 m ² or greater but smaller than 40 000 m ²	
	For the first 8 000 m ² of site area	\$239,850.00
	For each additional 100 m ² of site area or part thereof	\$2,000.00
	Maximum fee	\$1,398,800.00
(c)	Where the site area is greater than 40 000 m ²	
	For the first 40 000 m ² of site area	\$1,398,800.00
	For each additional 100 m ² of site area or part thereof	\$2,000.00
	Maximum fee	\$11,990,550.00

Application Requiring an Issues Report

- 10.** Despite any other provision in this Schedule 2 to the contrary, the additional fee for an application for a rezoning for bringing forward a rezoning issues report. For sites where, in the opinion of the Director of Planning, Council direction is needed prior to processing a rezoning application made under sections 1, 3, 4, 5 or 6, the additional fee is: \$30,800.00

EXPLANATION

**A By-law to authorize the amendment of a
Heritage Revitalization Agreement authorized by By-law No. 11174
for 9 West Cordova Street**

The attached by-law will accomplish Council's resolution of October 17, 2023 to amend the Heritage Revitalization Agreement entered into pursuant to Heritage Revitalization Agreement By-law No. 11174 in respect of the heritage building known as the Boulder Hotel located at 9 West Cordova Street.

Director of Legal Services
November 14, 2023

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Heritage Revitalization Agreement authorized by By-law No. 11174
for 9 West Cordova Street**

PREAMBLE

WHEREAS

Council has authority under the *Vancouver Charter* to amend an existing Heritage Revitalization Agreement with the consent of the owner of heritage property.

WHEREAS

Pursuant to By-law No. 9743, the City of Vancouver (the "City") has entered into a Heritage Revitalization Agreement with the owner of certain property with a civic address of 9 West Cordova Street.

WHEREAS

The Agreement was amended in 2015 pursuant to By-law No. 11174.

AND WHEREAS

The owner now wishes to further amend the Heritage Revitalization Agreement and the owner's proposed amendments are acceptable to the City.

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

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

ENACTED by Council this _____ day of _____, 2023

Mayor

City Clerk

Schedule A

TERMS OF INSTRUMENT - PART 2

SECOND MODIFICATION OF HERITAGE REVITALIZATION AGREEMENT 1-9 WEST CORDOVA STREET

WHEREAS:

- A. The Owner is the registered owner of the parcel of land having a street address of 1-9 West Cordova Street in the City of Vancouver (the "**Lands**") which has the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the "Boulder Hotel" (the "**Building**"), which is designated as a protected heritage building and listed in Category B on the Vancouver Heritage Register.
- C. The Owner and the City entered into a heritage revitalization agreement in respect of the Lands and an adjacent site also owned by the Owner having a legal description of PID: 015-713-351, The East 26 Feet of Lot 14, Block 2, Old Granville Townsite Plan 168 (the "**Adjacent Site**"), which was registered in the Land Title Office on December 8, 2008 under registration numbers BB1030307 to BB1030314 (the "**Original HRA**").
- D. The Original HRA was entered into as part of a proposed development of the Lands and the Adjacent Site pursuant to Development Permit Application No. DE410844 (the "**First DP Application**"), which contemplated consolidation of the Lands with the Adjacent Site; the First DP Application was subsequently withdrawn and the Original HRA has now been discharged from the Adjacent Site.
- E. Pursuant to Development Permit Application DE417522 (the "**Second DP Application**"), an accompanying new conservation plan dated December 2, 2013, and an application for a conversion permit pursuant to the City of Vancouver Single Room Accommodation By-law No. 8733, the Owner applied to redevelop the Lands (but not the Adjacent Site) to:
 - (a) Convert 22 Single Room Accommodation By-law designated rooms in the Building into eight self-contained secured market rental housing units; and
 - (b) Restore and rehabilitate the Building in accordance with the conservation plan submitted to the City dated December 2, 2013, so as to:
 - (i) Preserve and restore the two principal facades of the Building;
 - (ii) Restore the main cornice based on archival photos and DE documentation and consistent in form, materials and details with the original;
 - (iii) Preserve, restore and rehabilitate the Building's storefronts;
 - (iv) Replace existing second and third floor double hung windows and frames with single hung wood window replica, double-glazed to match existing window detailing and character;

- (v) Retain the Building structure, conduct voluntary structural upgrades and seismically upgrade the Building; and
 - (vi) Update all building systems.
- F. Due to differences between the development of the Lands as proposed in the First DP Application and the development proposed in the Second DP Application, and in order to address the discharge of the HRA from title to the Adjacent Site, the City and the Owner agreed to modify the Original HRA and a modification agreement was registered on title to the Lands in the Land Title Office on April 22, 2015 under registration numbers CA4349611 to CA4349614 (the “**First Modification**”) (the Original HRA as modified by the First Modification is referred to herein as the “**HRA**”).
- G. The Second DP Application expired before the Owner obtained a building permit to complete the work contemplated by the Second DP Application.
- H. Pursuant to Development Permit Application DP-2022-00676 (the “**Third DP Application**”), an accompanying revised conservation plan dated April 10, 2023, and a new application for a conversion permit pursuant to the City of Vancouver Single Room Accommodation By-law No. 8733, the Owner has now applied to redevelop the Lands in order to complete the work contemplated by the Second DP application.
- I. In order to properly refer to the Third DP Application and revised conservation plan, the City and the Owner have agreed to further modify the HRA on the terms and conditions set out herein, subject to enactment of a bylaw authorizing this Modification (this “**Agreement**”) pursuant to Section 592(4) of the *Vancouver Charter*.

NOW THEREFORE in consideration of the matters referred to in the foregoing recitals, covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the Owner and the City), the Owner and the City hereby covenant and agree as follows:

1. Interpretation

All capitalized terms in this Agreement, unless otherwise defined in this Agreement, have the meanings ascribed thereto in the HRA.

2. Modification of HRA

The HRA is hereby modified as of the date that this Agreement is registered in the Land Title Office as follows:

- (a) Recital C is amended by deleting “DE417522” and replacing it with “DP-2022-00676”; and
- (b) the definition of “Conservation Plan” in section 1.1(f.1) is hereby deleted and replaced with the following:

“(f.1) “Conservation Plan” means the written plan and guidelines prepared by and/or under the supervision of the Consultant dated April 10, 2023 and explicitly accepted by the City for the rehabilitation and conservation of the Building as provided for hereunder;”.

3. HRA Ratified and Confirmed

Except as hereby expressly modified, the HRA is hereby ratified and confirmed by the City and the Owner to the effect and with the intent that the HRA and this Agreement will be read and construed as one document.

4. Conflict

In the event of any conflict between the terms and conditions of the HRA and this Agreement, the terms and conditions of this Agreement will prevail.

5. Further Assurances

The City and the Owner will do and cause to be done all things and execute and cause to be executed all documents which may be necessary to give proper effect to the intention of this Agreement.

6. Binding Effect

This Agreement will enure to the benefit of and be binding upon the City and the Owner and their respective successors and permitted assigns.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **“Existing Charges”** means the Mortgage registered under number CA2743490 and the Assignment of Rents registered under number CA2743491;
- (b) **“Existing Chargeholder”** means **CANADIAN WESTERN BANK**;
- (c) **“New Charges”** means the modifications of the Section 219 Covenants, Statutory Right of Way, and Equitable Charge 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 Charges in the same manner and to the same effect as if the Owner had granted the New Charges, and they had been registered against title to the Lands, prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

EXPLANATION

**By-law to authorize the borrowing of certain sums of money
from January 8, 2024 to January 7, 2025,
pending the collection of real property taxes**

Section 263 of the *Vancouver Charter* authorizes Council, without the assent of the electors, to borrow from time to time by way of promissory notes or overdraft such sums as the Council deems necessary to meet the lawful expenditures of the City, pending collection of real property taxes.

The authority permits the Director of Finance to borrow on a day-to-day basis, and is used only for short periods of time if the need arises.

Enactment of the attached By-law, to take effect January 8, 2024, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not, during the period from January 8, 2024 to January 7, 2025, exceed \$60,000,000.

Director of Legal Services
November 14, 2023

BY-LAW NO.

A By-law to authorize the borrowing of certain sums of money from January 8, 2024 to January 7, 2025, pending the collection of real property taxes

PREAMBLE

In exercise of the power provided by Section 263 of the Vancouver Charter, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2024 up to and including January 7, 2025, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

By Section 263 of the Vancouver Charter, Council may provide by by-law for the hypothecation, subject to any prior charge thereon, to the lender of, any amounts receivable from other governments and the whole or any part of the real property taxes then remaining unpaid, together with the whole or part of the real property taxes levied or to be levied for the year in which the by-law is passed. Provided that if the by-law is passed before the passing of the rating by-law, the amount of the current taxes that may be hypothecated must be not more than 75% of the real property taxes levied in the next preceding year.

NOW THEREFORE the Council of the City of Vancouver, in public meeting, enacts as follows:

1. In this By-law, the words "real property taxes for general purposes" means that portion of the real property taxes levied or to be levied, pursuant to an annual general rating by-law, to meet expenses of the City other than the payment of interest on outstanding debentures, payments of principal on serial debentures, and payments to sinking funds in respect of debenture debt.

2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2024 to and including January 7, 2025, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:

- (a) the monies so borrowed as herein provided, together with interest thereon, will be a liability payable out of the revenues of the City of Vancouver, and must be payable and repaid to the lenders on or before January 7, 2025; and
- (b) the City of Vancouver hereby hypothecates as security for the repaying of:
 - (i) the monies so borrowed up to and including December 31, 2024, the real property taxes for general purposes remaining unpaid as of January 8, 2024, together with the real property taxes for general purposes to be levied in the year 2024, in an amount equal to not more than \$803,906,264, which amount is equal to 75% of the real property taxes for general purposes levied in 2023, and
 - (ii) the monies so borrowed subsequent to December 31, 2024, the real property taxes for general purposes then remaining unpaid, and any amounts receivable by the City of Vancouver from other governments as of December 31, 2024,

and the said taxes will be a security for the monies so borrowed under this By-law, and such taxes and monies receivable from other governments must be applied, inter alia, in the repayment of such monies so borrowed by way of overdraft and the interest thereon, provided always that the granting of such security will in no way limit or affect the general liability of the City of Vancouver.

- 3. Council repeals By-law No. 13594.
- 4. This By-law is to come into force and take effect on January 8, 2024.

ENACTED by Council this 14th day of November 2023.

Mayor

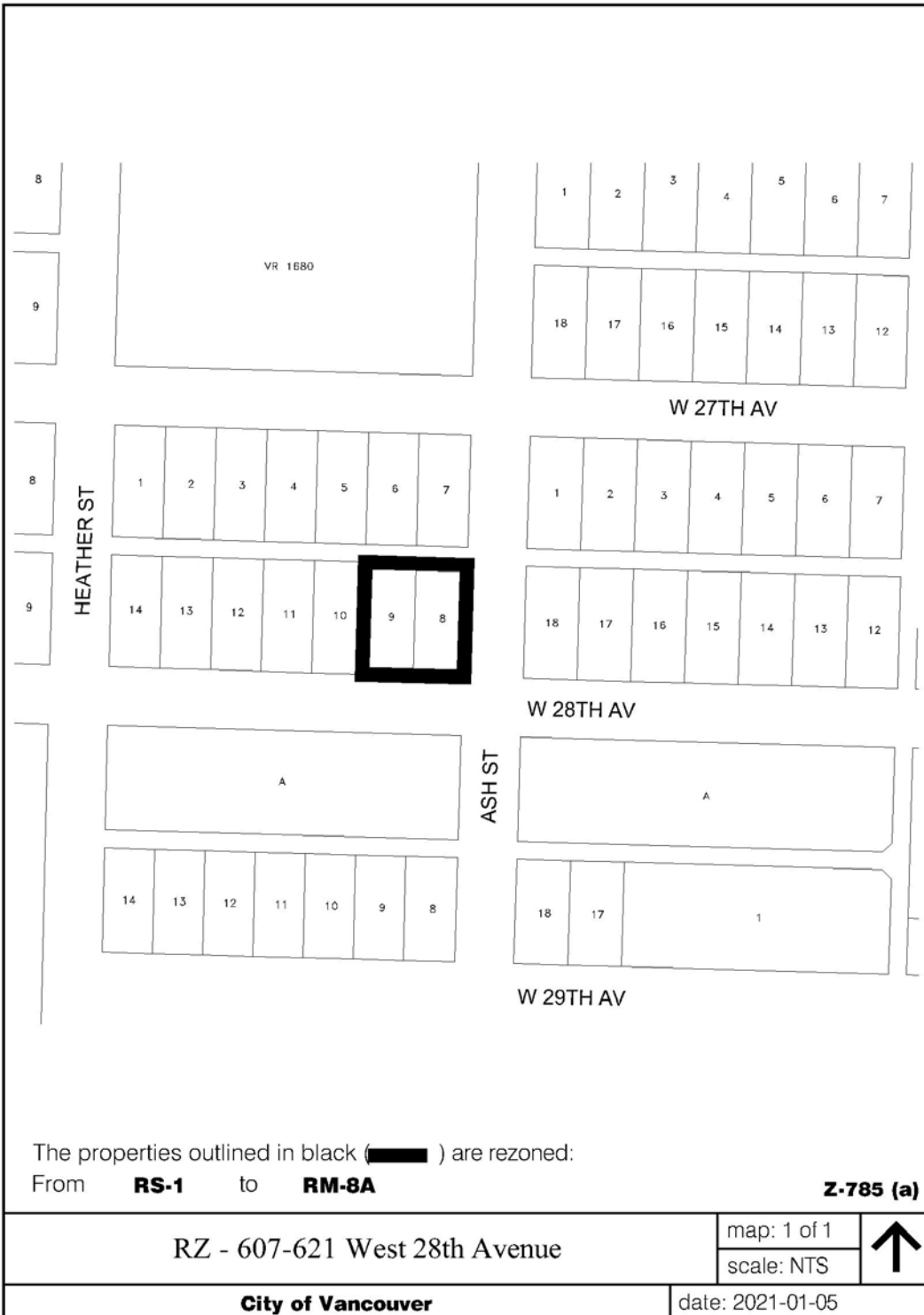
City Clerk

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 Hearing on February 9, 2021, Council gave conditional approval to the rezoning of the site at 607-621 West 28th 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
November 14, 2023



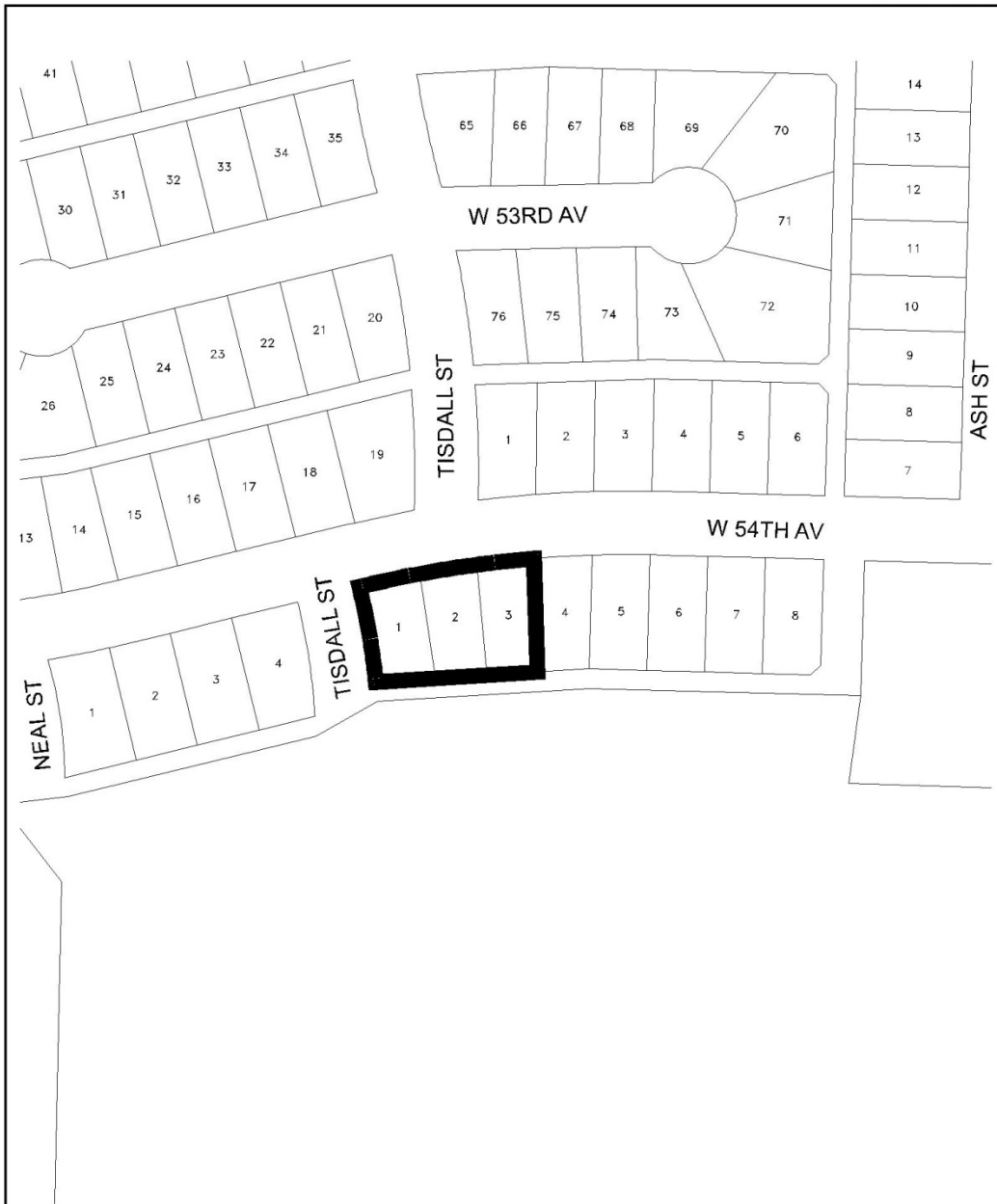
EXPLANATION

**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 Hearing held on September 12, 2019, Council gave conditional approval to the rezoning of the site at 668-692 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
November 14, 2023

Schedule A



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

Z-757 (e)

RZ - 668-692 West 54th Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

date: 2019-08-01

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 Hearing held on May 17, 2022, Council gave conditional approval to the rezoning of the site at 160 West 44th 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
November 14, 2023

160 West 44th 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.
2. The area shown within the heavy black outline on Schedule A is rezoned and moved from the RS-1 District Schedule to the RM-8A District Schedule.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2023

Mayor

City Clerk

Schedule A



EXPLANATION**Authorization to enter into a Housing Agreement
Re: 3030 Kingsway**

On July 11, 2023, the Director of Planning approved in principle a development on the above noted property, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services, prior to the issuance of a Development Permit.

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

Director of Legal Services
November 14, 2023

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 3030 Kingsway**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands currently legally described as Lot 16 and Lot 17, Except Part, Now Kingsway, See Reference Plan 2424 Block 13 District Lot 37 Plan 3798 [PIDs: 011-676-698 and 011-676-728 respectively] and which will be legally described as follows after lot consolidation:

EPP131657 Lot A Block 13 District Lot 37 Group 1 New Westminster
District Plan EPP131657

in substantially the form and substance of the Housing Agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City, and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this day of , 2023

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

**Michelle Humeny, Paralegal
RICHARDS BUELL SUTTON LLP
#700 - 401 West Georgia Street
Vancouver BC V6B 5A1
Tel: (604)661-9222**

File: 56218-0001
Housing Agreement and Building Use Covenant

2. Description of Land

PID/Plan Number Legal Description

EPP131657 LOT A BLOCK 13 DISTRICT LOT 37 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP131657

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 - Entire Instrument
PRIORITY AGREEMENT		granting the Covenant herein priority over Mortgage CA6731910 and Assignment of Rents CA6731911

4. Terms

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

5. Transferor(s)

3288 ZHONG XIN INVESTMENTS LTD., NO.BC0870464
BLUESHORE FINANCIAL CREDIT UNION, NO.FI 18, (AS TO CONSENT AND PRIORITY)

6. Transferee(s)

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

7. Additional or Modified Terms



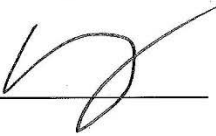
8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)



YYY-MM-DD
 2023-10-19

3288 ZHONG XIN INVESTMENTS LTD.
 By their Authorized Signatory

JENNIFER M. WONG
Barrister & Solicitor
 700 - 401 WEST GEORGIA STREET
 VANCOUVER, B.C. V6B 5A1
 TEL: (604) 682-3884


 Print Name: **Winson Leung**

Print Name: _____

Officer Certification

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

YYY-MM-DD

BLUESHORE FINANCIAL CREDIT UNION
 By their Authorized Signatory

Print Name: _____

Print Name: _____

Officer Certification

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



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 style="width: 100%;"/>	Execution Date <div style="border: 1px solid black; padding: 5px; text-align: center;"> YYYY-MM-DD </div>	Transferor / Transferee / Party Signature(s) 3288 ZHONG XIN INVESTMENTS LTD. By their Authorized Signatory <hr style="width: 80%; margin-left: 0;"/> Print Name: <hr style="width: 80%; margin-left: 0;"/> Print 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.

Witnessing Officer Signature <div style="text-align: center;"> <hr style="width: 100%;"/> </div> <p>Mark A. Janetka Commissioner for Taking Affidavits For the Province of British Columbia Expiry: February 28, 2025</p> <p>BLUESHORE FINANCIAL CREDIT UNION 1250 LONSDALE AVE NORTH VANCOUVER BC V7M 2H6</p>	Execution Date <div style="border: 1px solid black; padding: 5px; text-align: center;"> YYYY-MM-DD 2023-10-18 </div>	Transferor / Transferee / Party Signature(s) BLUESHORE FINANCIAL CREDIT UNION By their Authorized Signatory <div style="text-align: center;"> <hr style="width: 100%;"/> </div> Print Name: MICHAEL YUEN <div style="text-align: center;"> <hr style="width: 100%;"/> </div> Print Name: Sarah Harbinson
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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.



Land Title Act
Charge
General Instrument – Part 1

Witnessing Officer Signature

Execution Date

YYY-MM-DD

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER
By their Authorized Signatory

Print Name:

Print Name:

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
SECURED MARKET RENTAL HOUSING
3030 KINGSWAY

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- (I) the Transferor, 3288 ZHONG XIN INVESTMENTS LTD., as more particularly defined in Section 1.1(s), is called the “Owner”; and
 - (II) the Transferee, CITY OF VANCOUVER, as more particularly defined in Section 1.1(c), is herein called the “City”;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner applied, under the Development Permit Application, to develop on the Lands a four-storey plus amenity mixed-use residential building consisting of retail on ground floor and dwelling units on 2nd to 4th floor (17 strata market dwelling units and 4 secured market rental dwelling units), all over one level of underground parking having vehicular access from lane (the “Development”);
- D. The Development Permit Application was approved in principle by the City’s Director of Planning subject to, *inter alia*, fulfillment 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 by by-law enacted pursuant to Section 565.2 of the *Vancouver Charter* securing four residential units as secured market rental housing (excluding Seniors Supportive or Assisted Housing) for the longer of 60 years and the life of the New Building, subject to the following conditions and requirements:
- i. a no separate-sales covenant;
 - ii. a no stratification covenant;
 - iii. none of the units are to be rented for less than one month at a time; and
 - iv. such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may, in their sole discretion, require; and
- E. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

**ARTICLE 1
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** means the City of Vancouver as a corporate entity;
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City of Vancouver”** means, save only for its use in Section 1.1(c), the City of Vancouver as a geographical location;
- (f) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (h) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Development Permit Application;
- (i) **“Development Permit Application”** means Development Permit Application Number DP-2023-00024;
- (j) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (k) **“ Dwelling Unit”** has the meaning ascribed to such term in the City’s *Zoning and Development By-law* No. 3575, as amended or replaced from time to time;
- (l) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (m) **“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;
- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;

- (o) **"Lands"** means the parcel of land situate in the City of Vancouver and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided;
- (p) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (q) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (r) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (s) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely 3288 ZHONG XIN INVESTMENTS LTD., and its successors and permitted assigns;
- (t) **"Owner's Personnel"** means any and all of the Owner's contractors, subcontractors, employees, agents, licensees, invitees, and permittees;
- (u) **"Related Person"** means, where the registered or beneficial owner of the Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in Section 1.1(u)(i)(A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (v) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month basis or longer in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;

- (w) **“Rental Housing Units”** means not less than four new residential units of Rental Housing to be contained within the New Building upon its completion, as part of the Development, which units will comply with the terms in this Agreement and the Development Permit applicable to the same, and **“Rental Housing Unit”** means any one of them;
- (x) **“Rental Housing Units Air Space Parcel”** has the meaning ascribed to such term in Section 3.1(a)(i);
- (y) **“Rental Housing Units Strata Lot”** has the meaning ascribed to such term in Section 3.1(a)(ii);
- (z) **“Replacement Rental Housing Unit”** has the meaning ascribed to that term in Section 2.1(c) and **“Replacement Rental Housing Units”** means all of such units;
- (aa) **“Residential Tenancy Act”** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (bb) **“Term”** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (cc) **“Vancouver”** has the meaning ascribed to that term in Recital A(ii); and
- (dd) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

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

Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.

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

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

- 2.1 **Use of Lands.** The Owner covenants and agrees with the City, in respect of the use of the Lands and the construction and use of the New Building, that:
- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than four Rental Housing Units, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City bylaws and policies, all to the satisfaction of the City;
 - (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Rental Housing Units in the New Building will be used only for the purpose of providing Rental Housing in accordance with the terms of this Agreement, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than four Rental Housing Units, which replacement Rental Housing Units will also be used only for the purpose of providing Rental Housing (each such replacement Rental Housing Unit hereinafter referred to as a “**Replacement Rental Housing Unit**”), in accordance with the terms of this Agreement and the applicable bylaws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than one month at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable, and subject to Section 8.7;
- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld, subject to ARTICLE 3;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) if the Rental Housing Units are contained within the Rental Housing Strata Lot, the Owner will make all necessary filings under the *Strata Property Act* or other legislation, if applicable, to ensure that the rental use of the Rental Housing Units is preserved and no bylaw that restricts the rental of the Rental Housing Units in such Rental Housing Strata Lot will be adopted; and
- (i) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings;
- (j) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (k) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in the City of Vancouver by reasonable and prudent owners of similar buildings and lands.

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

3.1 Subdivision. Notwithstanding Section 2.1(f):

- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all

applicable laws and by-laws, the City will not unreasonably withhold its consent to a subdivision of the Lands by:

- (i) the deposit of an air space subdivision plan, to enable all of the Rental Housing Units to be contained within one air space parcel (the “**Rental Housing Units Air Space Parcel**”); or
 - (ii) the deposit of a strata plan to enable all of the Rental Housing Units to be contained within a single strata lot (the “**Rental Housing Units Strata Lot**”), with such strata plan having been approved by the City to ensure compliance with this subsection; and
- (b) following such a subdivision and the issuance of a final Occupancy Permit for the Rental Housing Units Air Space Parcel or the 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 Rental Housing Units Air Space Parcel or the Rental Housing Units Strata Lot and associated common property, 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 Rental Housing Units, the Rental Housing Units Air Space Parcel or the 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.

**ARTICLE 4
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
 - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(k), is in force and effect; and

- (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 4.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 4.

**ARTICLE 5
ENFORCEMENT**

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

**ARTICLE 6
RELEASE AND INDEMNITY**

- 6.1 **Release and Indemnity.** Subject to Section 6.3, except to the extent caused by the gross negligence or wrongful intentional acts of the City or City Personnel, the Owner covenants and agrees as follows:

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

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

- (b) to indemnify and save harmless the City and City Personnel, from and against all Losses which may arise or accrue to any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur,

sustain or be put to, by reason of or which could not have been sustained “but for” any of the following:

- (i) this Agreement;
- (ii) the release by the City of any or all of the City’s rights hereunder or the loss of any rights purported to be granted hereby;
- (iii) the City or City Personnel:
 - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;
 - (B) withholding any permit pursuant to this Agreement;
 - (C) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement; or
 - (D) exercising any of its rights hereunder; or
- (iv) any negligent act or omission or wilful misconduct of the Owner or any of the Owner’s Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or
- (v) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement,

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

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

6.3 Conduct of Proceedings.

- (a) In the event that a claim is made against the City which, pursuant to the terms of this Agreement, requires the Owner to indemnify the City or City Personnel, then the City will give notice of such claim to the Owner and, subject to Section 6.3(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 6.3(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 6.3(a) in the following circumstances:
 - (i) where the City Manager determines that the proper administration of the municipal government requires that decisions with respect to the claim be made by the City;

- (ii) where the City Manager determines that the public interest requires that the matter be resolved in an open and public way; or
- (iii) where, in the opinion of the City Manager, the claim is of a nature where decisions with respect to settling or defending it would create a precedent with respect to other existing or potential claims affecting or involving the City;

provided however that if the City wishes to settle any claim, the City will not do so without the prior consent of the Owner, which consent will not be unreasonably withheld. In conducting any defence or making any settlement, the City will act in a manner reasonably consistent with the manner in which the City would act in connection with the defence or settlement of claims, suits, demands, actions or proceedings which would not be indemnified against under the provisions of this Section 6.3(b).

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

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

ARTICLE 7 NOTICES

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

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

City of Vancouver
453 West 12th Avenue
Vancouver, BC V5Y 1V4
Attention: General Manager of Planning, Urban Design and
Sustainability
with a concurrent copy to the Director of Legal Services

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

3288 Zhong Xin Investments Ltd.
89 Falaise Place
Vancouver, BC V5M 4C2

Attention: Winson Leung

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

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

ARTICLE 8 MISCELLANEOUS

- 8.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.
- 8.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:
 - (a) contained in any Crown grant respecting the Lands;
 - (b) registered against any of the titles to the Lands at the instance of the City, whether in favour of the City or otherwise, as a condition of any Development Permit; and
 - (c) which the Director of Legal Services has determined, in her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 8.3 Enforcement.** This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs, it will be entitled to court costs on a solicitor and own client basis.
- 8.4 Enurement.** This Agreement will enure to the benefit of and be binding upon the City and its successors and assigns, and this Agreement will enure to the benefit of and be binding upon the Owner and its successors and assigns.
- 8.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

- 8.6 Owner's Representations.** The Owner represents and warrants to and covenants and agrees with the City that:
- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal 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.
- 8.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).
- 8.8 Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable; the balance of the obligations and covenants will remain and be binding.
- 8.9 Vancouver Charter.** Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or, if the City so elects, prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter*, and the rights, powers, duties and obligations of the City under all public and private statutes, bylaws, orders and regulations, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this Agreement had not been executed and delivered by the Owner and the City.

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

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charges" means Mortgage CA6731910 and the Assignment of Rents CA6731911;
- (b) "Existing Chargeholder" means BLUESHORE FINANCIAL CREDIT UNION;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the Terms of Instrument - Part 2 to which this Consent and Priority Instrument is attached.

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

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

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

END OF DOCUMENT