

## **EXPLANATION**

### **By-law to amend Parking By-law No. 6059 regarding minimum requirements in the West End, Robson North and in the Broadway Plan Area**

Enactment of this by-law will implement Council's resolution on November 15, 2023 regarding minimum requirements in the West End, Robson North and in the Broadway Plan Area.

Director of Legal Services  
November 28, 2023

BY-LAW NO. \_\_\_\_\_

**By-law to amend Parking By-law No. 6059  
regarding minimum requirements in the West End, Robson North  
and in the Broadway Plan Area**

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

1. This by-law amends the indicated provisions of the Parking By-law.
2. In section 2, Council:
  - (a) strikes out the definition of Central Broadway in its entirety;
  - (b) in the definition of Downtown, strikes out “**Downtown** means that area” and substitutes “**Downtown and Broadway Plan Area** means those areas”;
  - (c) strikes out the definition of West End and Robson North Permit Area in its entirety;
  - (d) strikes out Map 2A in its entirety; and
  - (e) strikes out Map 2B in its entirety and substitutes the following:

**“Downtown and Broadway Plan Area**



3. In section 4.1.1, Council:
  - (a) strikes out the title and substitutes “R, C, M, I, and First Shaughnessy District Requirements, except for the Downtown and Broadway Plan Area”; and
  - (b) strikes out “R, C except for Downtown and Central Broadway, M, I except for Mount Pleasant industrial area, and First Shaughnessy Districts shall be calculated according to section 4.2 and section 4.1.16” and substitutes “R, C, M, I, and First Shaughnessy Districts, except for the Downtown and Broadway Plan Area, shall be calculated according to section 4.2 and section 4.1.15”.
4. In section 4.1.2, Council:
  - (a) in the title, adds “and Broadway Plan Area” after “Downtown”; and
  - (b) strikes out “Downtown shall be calculated according to section 4.3” and substitutes “in the Downtown and Broadway Plan Area shall be calculated according to section 4.3”.
5. In section 4.1.3, Council:
  - (a) in the title, strikes out “Outside Downtown” and substitutes “Outside the Downtown and Broadway Plan Area”; and
  - (b) in subsections (a) and (b), strikes out “outside Downtown” and substitutes “outside Downtown and the Broadway Plan Area”.
6. In section 4.1.4, Council strikes out “section 4.1.16” wherever it appears and substitutes “section 4.1.15”.
7. In section 4.1.6, Council strikes out “section 4.1.16” and substitutes “section 4.1.15”
8. Council strikes out section 4.1.7 and renumbers sections 4.1.8 through 4.1.16 as sections 4.1.7 through 4.1.15, respectively.
9. In section 4.1.12, Council:
  - (a) strikes out “section 4.1.13(b)(i)” wherever it appears and substitutes “section 4.1.12(b)(i)”; and
  - (b) strikes out “section 4.1.13(d)” wherever it appears and substitutes “section 4.1.12(d)”.
10. In section 4.1.15, Council strikes out “except Downtown” wherever it appears and substitutes “except in the Downtown and Broadway Plan Area”.
11. In section 4.2, Council:
  - (a) strikes out the title and substitutes “**Table of Number of Required and Permitted Accessory Parking Spaces in R, C, M, I, DEOD, and First Shaughnessy Districts, and Broadway Station Precinct shown outlined in heavy black on Map 4.5, but not the Downtown and Broadway Plan Area**”;
  - (b) strikes out “In R except for Downtown, C except for Downtown and Central Broadway, M, I except for Mount Pleasant industrial area, DEOD, and First Shaughnessy Districts and in Broadway Station Precinct,” and substitutes “In the R,

- C, M, I, DEOD, and First Shaughnessy District and the Broadway Station Precinct, but not the Downtown and Broadway Plan Area,”;
- (c) in section 4.2.1.3, strikes out “except Mount Pleasant industrial area”; and
  - (d) in section 4.2.5.10, strikes out “except for Central Broadway and”.
12. In section 4.3, Council:
- (a) strikes out the title and substitutes “**Required and Permitted Accessory Parking Spaces in the Downtown and Broadway Plan Area**”;
  - (b) in section 4.3.1:
    - (i) strikes out the title and substitutes “Non-residential Uses – Downtown and Broadway Plan Area”, and
    - (ii) strikes out “uses Downtown” and substitutes “uses in the Downtown and Broadway Plan Area”;
  - (c) in section 4.3.2:
    - (i) strikes out the title and substitutes “Residential Uses including Live-Work – Downtown and Broadway Plan Area”,
    - (ii) strikes out and residential parking in the West End and Robson North Permit Area which is to be provided in accordance with sections 4.3.3 and 4.3.5,”
    - (iii) strikes out “uses Downtown” and substitutes “uses in the Downtown and Broadway Plan Area”;
  - (d) strikes out sections 4.3.3 and 4.3.5, and renumbers section 4.3.4 and 4.3.6 as sections 4.3.3 and 4.3.4, respectively;
  - (e) in section 4.3.3:
    - (i) strikes out the title and substitutes “Residential Visitor Parking – Downtown and Broadway Plan Area”, and
    - (ii) strikes out “uses Downtown” and substitutes “uses in the Downtown and Broadway Plan Area”; and
  - (f) in section 4.3.4:
    - (i) strikes out the title and substitutes “Transportation Demand Management – Downtown and Broadway Plan Area”, and
    - (ii) strikes out “Except for sites required to provide parking under section 4.3.3, the owners of all developments Downtown” and substitutes “The owners of all developments in the Downtown and Broadway Plan Area”.
13. In section 4.4, Council:
- (a) strikes out the title and substitutes “**Number of Required and Permitted Accessory Parking Spaces for Heritage Sites Outside the Downtown and Broadway Plan Area**”;
  - (b) strikes out “outside Downtown” wherever it appears and substitutes “outside the Downtown and Broadway Plan Area”; and
  - (c) strikes out “located Downtown” wherever it appears and substitutes “located in the Downtown and Broadway Plan Area”.
14. In section 4.5B1, Council strikes out “except Downtown” and substitutes “except in the Downtown and Broadway Plan Area”.
15. In section 4.8.12, Council strikes out “On a site” and substitutes “Except for sites located in the Downtown and Broadway Plan Area, on a site”.



**EXPLANATION**

**A By-law to amend Parking By-law No. 6059  
regarding loading and bicycle parking spaces**

Enactment of this by-law will implement Council's resolution on November 15, 2023 regarding loading and bicycle parking spaces.

Director of Legal Services  
November 28, 2023

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend Parking By-law No. 6059  
regarding loading and bicycle parking spaces**

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

1. This by-law amends the indicated provisions of the Parking By-law.
2. In Column 2 of section 5.2.1, Council:
  - (a) under Class A, strikes out “No Requirement.” and substitutes the following:

“No requirement for less than 50 dwelling units.

At least one space for 50 to 299 dwelling units, and at least one additional space for any portion of each additional 200 dwelling units.”; and
  - (b) under Class B, strikes out “, except that where one or more parcels of land include multiple buildings that share a parking area or parking garage, the Director of Planning, in consultation with the City Engineer, may allow the loading requirement to be based on the total number of dwelling units in all the buildings”.
3. In Column 1 of section 5.2.5, Council:
  - (a) strikes out “Retail Uses, except for Neighbourhood Grocery Store;”; and
  - (b) strikes out “Manufacturing Uses;”.
4. In section 5.2, Council:
  - (a) renumbers sections 5.2.6, 5.2.7, 5.2.8, and 5.2.9 as sections 5.2.8, 5.2.9, 5.2.10 and 5.2.11, respectively; and
  - (b) adds the following new sections in the correct numerical order:

“

5.2.6	Retail Uses	No requirement.	No requirement for less than 100 square metres of gross floor area.  A minimum of one space for the first 2 325 square metres of gross floor area plus one space for any portion of the next 2 325 square metres.	No requirement for less than 1 900 square metres of gross floor area.  At least one space for 1 900 square metres to 5 000 square metres of gross floor area and at least two spaces for more than 5 000 square metres.
5.2.7	Manufacturing Uses	No requirement.	No requirement for less than 100 square metres of gross floor area.	No requirement for less than 2 000 square metres of gross floor area.

			A minimum of one space for the first 390 square metres of gross floor area plus one space for any portion of the next 1 935 square metres and one additional space for each additional 2 325 square metres.	At least one space for 2 000 square metres to 5 000 square metres of gross floor area for a storage warehouse, or wholesale use, separately or in combination; and at least two spaces for more than 5 000 square metres of gross floor area for any such use or combination of uses.
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5. Council strikes out the entry under Class A in Column 2 of section 5.2.9 and substitutes the following:

“No requirement for less than 1 000 square metres of gross floor area.

At least one space for 1 000 to 15 000 square metres of gross floor area; at least two spaces for more than 15 000 to 20 000 square metres of gross floor area; at least three spaces for more than 20 000 to 28 000 square metres of gross floor area; and at least one additional space for any portion of each additional 7 500 square metres of gross floor area.”.

6. In section 5.5.1.2, Council strikes out “must be at least 8.5 metres long, 3.0 metres wide” and substitutes “must be at least 10.2 metres long, 3.4 metres wide”.

7. In section 5.5.1.3, Council strikes out “must be at least 17.0 metres long, 3.5 metres wide” and substitutes “must be at least 23.1 metres long, 3.6 metres wide”.

8. In section 6.3, Council adds a new section 6.3.22 in the correct numerical order as follows:

“6.3.22 Bicycle Maintenance Facilities

If 100 or more Class A bicycle parking spaces are required, then a bicycle maintenance facility shall be provided. The facility shall be provided in a designated, secure area within the building with sufficient work space, and provide the following features: a bicycle stand, a bicycle pump, wrenches, a chain tool, tire levers, hex keys / Allen wrenches, torx keys, screwdrivers, and spoke wrenches.”.

9. 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 Street and Traffic By-law No. 2849  
Regarding the Commercial Vehicle Permit Program**

Enactment of this by-law will implement Council's resolution on November 15, 2023 to improve the Commercial Vehicle Permit Program.

Director of Legal Services  
November 28, 2023

**BY-LAW NO. \_\_\_\_\_**

**A By-law to Amend Street and Traffic By-law No. 2849  
Regarding the Commercial Vehicle Permit Program**

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

1. This by-law amends the indicated provisions of the Street and Traffic By-law.
2. Council strikes out section 21.6 and substitutes the following:

“21.6 If a person does not display the permanent signage referred to in section 19.2, such person must obtain a permit from the City Engineer for the purposes of sections 19.2, 21.5, and 23.1D. The permit will consist of a metal plate and decal that must be kept securely fastened to the front of the vehicle for which it is issued at all times. The annual fee for the permit is \$228.33, plus the following, as applicable:

Gross Vehicle Weight Fee – Except Zero Emission Vehicles

Up to 5,500 kilograms.....	\$50.00
5,500 kilograms and over.....	\$150.00

Gross Vehicle Weight Fee - Zero Emission Vehicles

Up to 5,500 kilograms.....	\$25.00
5,500 kilograms and over.....	\$75.00

The replacement fee for a lost metal plate is \$13.57, and the replacement fee for a lost decal is \$7.25.”.

3. Council strikes out section 21.6A and substitutes the following:

“21.6A If a person displays the permanent signage referred to in section 19.2, such person must obtain a permit from the City Engineer for the purposes of sections 19.2, 21.5, and 21.3D. The permit will consist of a decal that must be kept securely fastened to the front of the vehicle for which it is issued at all times. The annual fee for the permit is as follows:

Gross Vehicle Weight Fee – Except Zero Emission Vehicles

Up to 5,500 kilograms.....	\$50.00
5,500 kilograms and over.....	\$150.00

Gross Vehicle Weight Fee - Zero Emission Vehicles

Up to 5,500 kilograms.....	\$25.00
5,500 kilograms and over.....	\$75.00

The replacement fee for a lost decal is \$7.25.”.

4. Council adds the following new section in the correct alphanumeric order:

“23.1D Despite section 23.1, a person driving a commercial vehicle who obtains a permit under section 21.6 or 21.6A and displays that permit in accordance with the section under which it was issued may park that vehicle in areas that are restricted to parking for residents of a particular area of the City for up to 3 hours between the hours of 7:00 a.m. and 6:00 p.m., at a rate of \$3.00/hour.”.

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

6. This by-law is to come into force and take effect on January 1, 2024, except that sections 2 and 3 are to come into force and take effect on July 15, 2024.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION****A By-law to Amend Parking Meter By-law No. 2952  
Regarding the Commercial Vehicle Permit Program**

Enactment of this by-law will implement Council's resolution on November 15, 2023 regarding the Commercial Vehicle Permit Program.

Director of Legal Services  
November 28, 2023



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 5828 – 5850 Granville Street**

After public hearing on March 7, 2023, Council approved in principle the land owner's application to rezone the above noted property from RS-1 (Residential) District to RR-2B (Residential Rental) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services

A Housing Agreement has been accepted and signed by the applicant land owner. 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 28, 2023

**BY-LAW NO. \_\_\_\_\_**

**A By-law to enact a Housing Agreement  
for 5828 – 5850 Granville Street**

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

1. Council authorizes the City to enter into a Housing Agreement with the owner of certain lands currently legally described as Lot 5, Lot 6 and Lot 7 of Lot 1 Block 6 District Lot 526 Plan 5486 [PIDs: 009-946-896, 010-491-872 and 011-141-701 respectively] and which will be legally described as follows after lot consolidation and subdivision:

EPP129228

Lot 1 of Lot 1 Block 6 District Lot 526 Group 1 New  
Westminster District Plan EPP129228

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

**Sampson Davie Fane Volpiana LLP**  
408-355 Burrard Street  
vancouver BC V6C 2G8  
604.343.1930

2. Description of Land

PID/Plan Number	Legal Description
EPP129228	LOT 1 OF LOT 1 BLOCK 6 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP129228

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Section 219 Covenant Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>granting the Covenant with one registration number less than this Priority Agreement priority over Mortgage CB1510 (as extended by CB169783) and Assignment of Rents CB1511 (as extended by CB169784)</b>

4. Terms

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

5. Transferor(s)

**GRANVILLE STREET EAST NOMINEE INC., NO.BC1361576**  
**BANK OF MONTREAL, AS TO PRIORITY**

6. Transferee(s)

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

7. Additional or Modified Terms





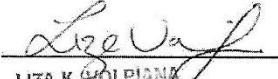
8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

  
 LIZA K. VOLPIANA  
 BARRISTER & SOLICITOR  
 SAMPSON DAVIS LEANE VOLPIANA LLP  
 SUITE 403 - 395 BURNHAMTHORPE STREET  
 VANCOUVER, B.C. V6C 2G8  
 (604) 343-1933

YYY-MM-DD  
 2023-10-30

**Granville Street East Nominee Inc.**  
 By their Authorized Signatory

  
 Name: Kevin Johnston


**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

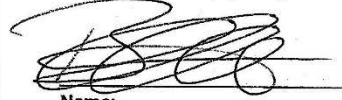
Execution Date

Transferor / Transferee / Party Signature(s)

  
 NATHAN B. CHANG  
 A Commissioner for Taking  
 Affidavits for British Columbia  
 My Commission expires on February 28, 2026  
 6th Floor - 595 Burrard Street  
 Vancouver, BC, V7X 1L5

YYY-MM-DD  
 2023-11-09

**Bank of Montreal**  
 By their Authorized Signatory

  
 Name: Brent McGlashan  
 Account Manager

Name:

**Officer Certification**

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



Land Title Act  
**Charge**  
General Instrument – Part 1

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**City of Vancouver**  
By their Authorized Signatory

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

**Officer Certification**

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

**Electronic Signature**

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

\_\_\_\_\_

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

**5828 - 5850 GRANVILLE STREET**

**WHEREAS:**

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

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

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

C. The Owner made an application to rezone the Lands from RS-1 (Residential) District to RR-2B (Residential Rental) District to permit the development of a five-storey rental building, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the condition that, prior to enactment of the rezoning by-law (upon enactment, the "Rezoning By-law"), 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 Section 219 Covenant and Housing Agreement by by-law enacted pursuant to Section 565.2 of the Vancouver Charter securing all residential units as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City's Secured Rental Policy, for a term equal to the longer of 60 years and the life of the building, subject to a no-separate-sales covenant and a no-stratification covenant, and that no such units will be rented for less than one month at a time, and such other terms and conditions as the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services may require (collectively, the "Housing Condition"); and

D. The Owner is entering into this Agreement to satisfy the Housing Condition.

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **"Agreement"** means this housing agreement and building use covenant, including the foregoing Recitals;
- (b) **"Building"** means each new building or structure to be built on the Lands as contemplated by the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit;
- (c) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (d) **"City Manager"** means the chief administrator from time to time of the City and her/his successors in function and their respective nominees;
- (e) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **"Commencement Date"** means the date as of which this Agreement has been executed by all parties to it;
- (g) **"Development Permit"** means any development permit issued by the City at any time following the date this Agreement is fully executed by the parties authorizing development on the Lands (or any portion of the Lands);
- (h) **"Director of Legal Services"** means the chief administrator from time to time of the Legal Services Department of the City and her/his successors in function and their respective nominees;
- (i) **"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;
- (j) **"Housing Condition"** has the meaning ascribed to that term in Recital C;
- (k) **"Housing Unit"** means a self-contained residential unit, comprised of two or more rooms, including toilet, bathing and cooking facilities;
- (l) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, and all amendments thereto and re-enactments thereof;
- (m) **"Lands"** means the parcel of land situate in the City of Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1 to which these Terms of Instrument - Part 2 are attached, and includes any parcels into which such land is consolidated or further subdivided (including, without limitation, a subdivision pursuant to the *Land Title Act* and a subdivision pursuant to the *Strata Property Act*);

- (n) "Losses" means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgments, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (o) "Market Rental Housing" means a Housing Unit which is not occupied by the registered or beneficial owner of the same or by a Related Person, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation in accordance with this Agreement, reasonably prudent landlord-tenant practices for rental residential accommodation and any and all laws applicable thereto, including, without limitation, residential tenancy and human rights legislation in British Columbia;
- (p) "Market Rental Housing Units" has the meaning ascribed to that term in Section 2.1(b);
- (q) "Occupancy Permit" means a permit issued by the City at any time following the Commencement Date authorizing the use and occupation of any Building, development or partial development on the Lands or any portion of the Lands;
- (r) "Owner" means the Transferor, GRANVILLE STREET EAST NOMINEE INC., and all assigns, successors and successors in title to the Lands or any part thereof;
- (s) "Owner's Personnel" means any and all of the contractors, subcontractors, employees, agents, licensees, invitees and permittees of the Owner;
- (t) "Related Person" means, where the registered or beneficial owner of the Market Rental Housing Units is:
  - (i) a corporation (as that term is defined in the *Business Corporations Act* (British Columbia), then a Related Person is:
    - (A) an officer, director or shareholder of such Owner or of another entity which is a shareholder of such Owner; or
    - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder; and
  - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) "Replacement Rental Housing Unit" has the meaning ascribed to that term in Section 2.1(k) and "Replacement Rental Housing Units" means all of such units;
- (v) "*Residential Tenancy Act*" means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, and all amendments thereto and re-enactments thereof;
- (w) "Rezoning By-law" has the meaning ascribed to that term in Recital C;

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

**1.2 Interpretation.** In this Agreement:

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

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

**ARTICLE 2  
RESTRICTIONS ON USE AND SUBDIVISION**

- 2.1 The Owner covenants and agrees that: throughout the Term, the Lands and the Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) when and if it carries out any development on the Lands after the Commencement Date, it will construct, fit, and finish and throughout the Term will maintain, at its sole cost and expense, the Building to contain such number of Housing Units and related amenity and parking spaces as required by and in accordance with the Market Rental Housing Condition, the Development Permit, any building permit issued pursuant thereto and the requirements of this Agreement (the "Market Rental Housing Units"), all to the satisfaction of the City;
  - (c) throughout the Term, not less than 35% of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will have at least two (2) bedrooms to the satisfaction of the City, and provided that, subject to the approval and confirmation in writing by the General Manager of Planning, Urban Design and Sustainability or the Development Permit Board in their sole discretion, and compliance with this Agreement and any issued Development Permit and/or Building Permit and all applicable City by-laws and policies, such unit mix may be adjusted at the request of the Owner prior to issuance of the Development Permit and/or prior to issuance of the Occupancy Permit, without amendment to this Agreement;
  - (d) throughout the Term, all of the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) will only be used for the purpose of providing Market Rental Housing;
  - (e) throughout the Term, it will not rent, licence to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days, nor will it allow to be rented, licensed to use or sublet any Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) for a term of less than 30 consecutive days;
  - (f) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) to be sold or otherwise transferred unless title to every Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same beneficial and legal owner, and unless such transferee concurrently enters into

an assumption agreement satisfactory to the City whereby it agrees to be and thereafter remain bound by each and every term and condition of this Agreement applicable to the Owner of the Market Rental Housing Units subject further to Section 7.8;

- (g) throughout the Term, it will not suffer, cause or permit the Lands or the Building (or any replacement building(s) on the Lands, as applicable), or any part thereof, to be subdivided, whether by subdivision plan, strata plan, air space plan, or otherwise, without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) throughout the Term, any sale of a Market Rental Housing Unit (or Replacement Rental Housing Units, as applicable) in contravention of the covenant in Section 2.1(f), and any subdivision in contravention of Section 2.1(g), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (i) it will insure, or cause to be insured, the Building, the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) and all parts thereof to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands;
- (j) throughout the Term, it will keep and maintain the Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted. If the Market Rental Housing Units (or Replacement Rental Housing Units, as applicable) or any part of any thereof are/is damaged during the Term, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred, reasonable wear and tear excepted; and
- (k) if the Building is destroyed or demolished before the end of the 60<sup>th</sup> anniversary of the date when the final Occupancy Permit is issued for the Market Rental Housing, then any replacement building(s) built on the Lands (together with any remaining undestroyed or undemolished building(s)) will also contain not less than the same number and type of replacement Market Rental Housing Units as the Building formerly contained, which replacement Market Rental Housing Units will also be used only for the purpose of providing Market Rental Housing (each such replacement Market Rental Housing Unit is herein referred to as a "Replacement Rental Housing Unit") for that period of time remaining in the original Term, in accordance with the terms of this Agreement and the applicable by-laws of the City.

### ARTICLE 3 RECORD KEEPING

3.1 During the Term, the Owner will keep accurate copies of all tenancy agreements pertaining to the use and occupancy of the Market Rental Housing Units including any amendments thereto or renewals thereof, all to the satisfaction of the City. At the request of



the City, from time to time during the Term, the Owner will make copies of such tenancy agreements and any amendments thereto or renewals thereof available for inspection and copying by the City. The City will comply with the Owner's statutory obligations with respect to privacy of such information.

#### ENFORCEMENT

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

#### RELEASE AND INDEMNITY

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

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

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

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

- (ii) any default in the due observance and performance of the obligations and responsibilities of the Owner under this Agreement.

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

#### 5.2 Conduct of Proceedings.

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

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

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

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

**ARTICLE 6  
NOTICES**

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

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

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

(b) If to the Owner:

**Granville Street East Nominee Inc.**  
2400 - 320 Granville Street  
Vancouver, British Columbia  
V6C 1S9

Attention: Director

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

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

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

**ARTICLE 7  
MISCELLANEOUS**

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

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

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

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

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

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

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

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

**7.8 Transfer of Lands.** The Owner covenants and agrees with the City that upon any sale, transfer or conveyance of the Lands charged by this Agreement, or any portion thereof, (other than a transfer of an interest in the Lands by way of a mortgage registered against title to the Lands subsequent to this Agreement or where a priority agreement satisfactory to the Director of Legal Services has been granted over such mortgage) to any person, trust, corporation, partnership or other entity, the Owner will obtain from such person, trust, corporation, partnership or entity and deliver to the City a duly executed acknowledgement, in form and substance satisfactory to the Director of Legal Services, of the terms of this Agreement and an assumption of the continuing obligations of the Owner pursuant to this Agreement relative to that portion of the Lands sold, transferred or conveyed to such person, trust, corporation, partnership or entity. Provided any such purchaser/ transferee enters in to an assumption agreement as provided in this Section 7.8, the selling/ transferring Owner shall

not be bound by the continuing obligations of the Owner pursuant to this Agreement following such sale, transfer or conveyance relative to that portion of the Lands sold, transferred or conveyed. The parties further acknowledge and agree that provided that the Owner or any successor in title to the Lands, or any portion thereof, complies with the requirements under this Section 7.8, neither the Owner nor any successor in title to the Lands, or portions thereof, will be liable for breaches or non-observance or non-performance of covenants herein occurring as the same relate to any portion of the Lands after it has ceased to be the registered owner of such portion, but the Owner, or its successors in title, as the case may be, will remain liable after ceasing to be the registered owner of any portion of the Lands for all breaches of and non-observance of covenants herein as the same relate to such portion that occur prior to the Owner, or any successor in title, as the case may be, ceasing to be the registered owner of such portion.

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

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Mortgage registered under number CB1510, extended by CB169783 and the Assignment of Rents registered under number CB1511, extended by CB169784;
- (b) "Existing Chargeholder" means Bank of Montreal;
- (c) "New Charges" means the registrable charges and encumbrances created by and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

**EXPLANATION**

**Subdivision By-law No. 5208 amending By-law  
Re: 514-530 West 59th Avenue**

Enactment of the attached by-law will delete 514-530 West 59th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 16, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
November 28, 2023

514-530 West 59th Avenue

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend Subdivision By-law No. 5208**

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) PID: 009-692-606; Lot 9, Block K, District Lot 323, Plan 9322;
- (b) PID: 009-692-614; Lot 10, Block K, District Lot 323, Plan 9322; and
- (c) PID: 009-692-622; Lot 11, Block K, District Lot 323, Plan 9322.

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



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



The properties outlined in black (  ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

514-530 West 59th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2023-09-21

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 717-743 West 28th Avenue**

Enactment of the attached By-law will delete 717-743 West 28th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 16, 2019 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
November 28 , 2023

717-743 West 28th Avenue

**BY-LAW NO. \_\_\_\_\_**

**A By-law to amend Subdivision By-law No. 5208**

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:
  - (a) PID: 008-140-600; Lot 10, Block 718, District Lot 526, Plan 7090;
  - (b) PID: 010-721-070; Lot 11, Block 718, District Lot 526, Plan 7090; and
  - (c) PID: 010-721-096; Lot 12, Block 718, District Lot 526, Plan 7090.
  
2. This by-law is to come into force and take effect on the date of its enactment.

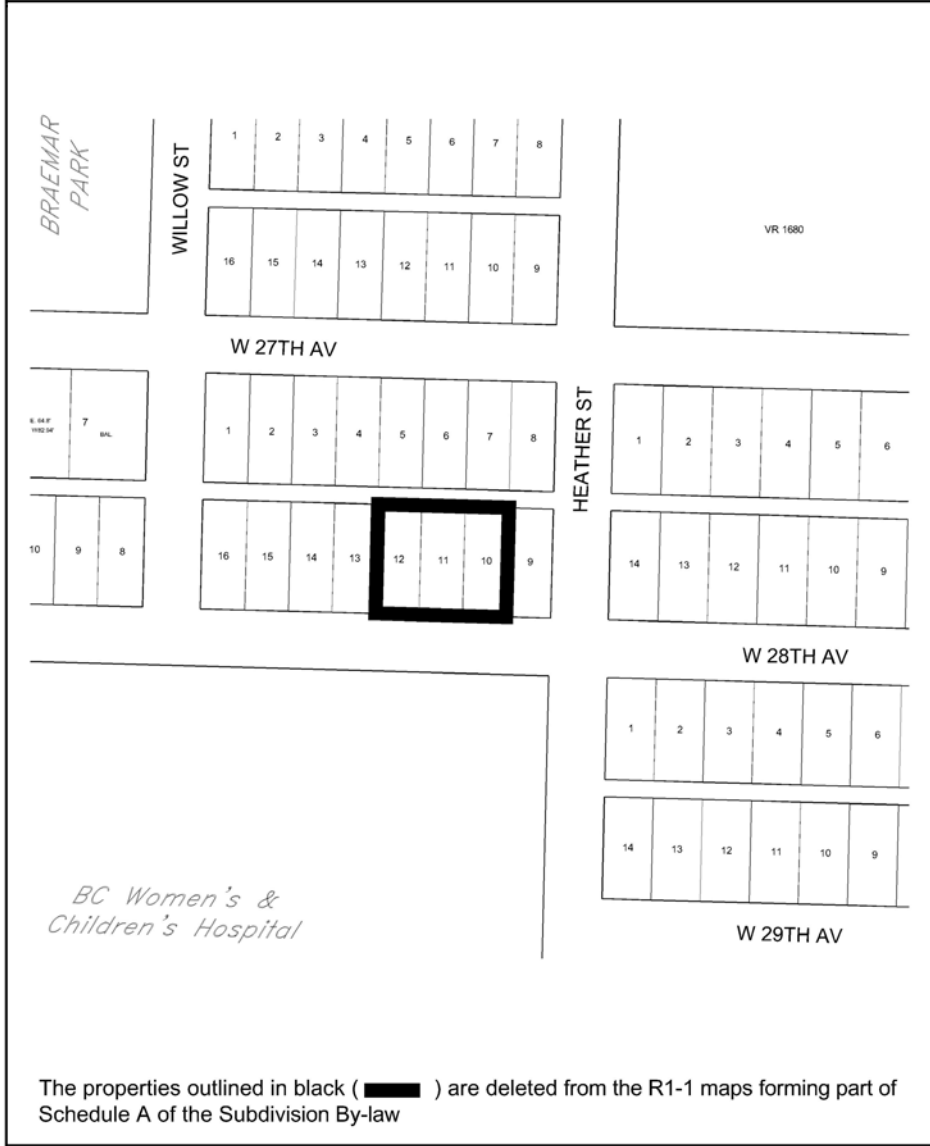
ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Schedule A**

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



The properties outlined in black ( [black box] ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

717-743 West 28th Avenue

map: 1 of 1  
scale: NTS



**City of Vancouver**

date: 2023-09-21

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 4992-5138 Ash Street**

Enactment of the attached By-law will delete 4992-5138 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of November 18 and 25, 2021 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
November 28 , 2023

4992-5138 Ash Street

**BY-LAW NO.**

**A By-law to amend Subdivision By-law No. 5208**

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

1. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this by-law, by deleting the following properties from the R1-1 maps forming part of Schedule A of the Subdivision By-law:

- (a) Lot 28 Block 839 District Lot 526 Plan 8710; PID: 009-954-961;
- (b) Lot 29 Block 839 District Lot 526 Plan 8710; PID: 009-954-996;
- (c) Lot 30 Block 839 District Lot 526 Plan 8710; PID: 009-955-208;
- (d) Lot 31 Block 839 District Lot 526 Plan 8710; PID: 009-955-241;
- (e) Lot 32 Block 839 District Lot 526 Plan 8710; PID: 009-955-283;
- (f) Lot 33 Block 839 District Lot 526 Plan 8710; PID: 009-955-330;
- (g) Lot 34 Block 839 District Lot 526 Plan 8710; PID: 009-955-356; and
- (h) Lot 35 Block 839 District Lot 526 Plan 8710; PID: 007-124-341.

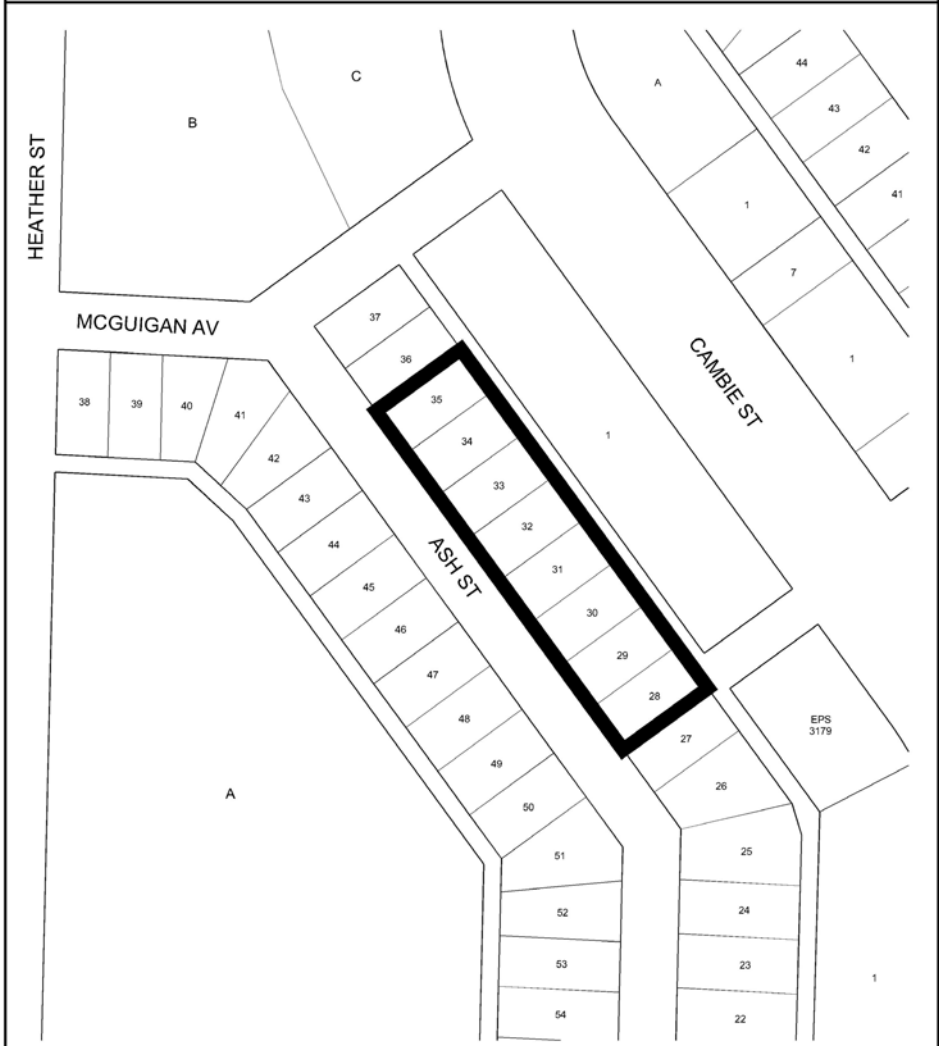
2. This by-law is to come into force and take effect on the date of its enactment.


ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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



The properties outlined in black (  ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

4992-5138 Ash Street

map: 1 of 1

scale: NTS



City of Vancouver

date: 2023-09-22

**EXPLANATION****Subdivision By-law No. 5208 amending By-law  
Re: 807-847 East 33rd Avenue**

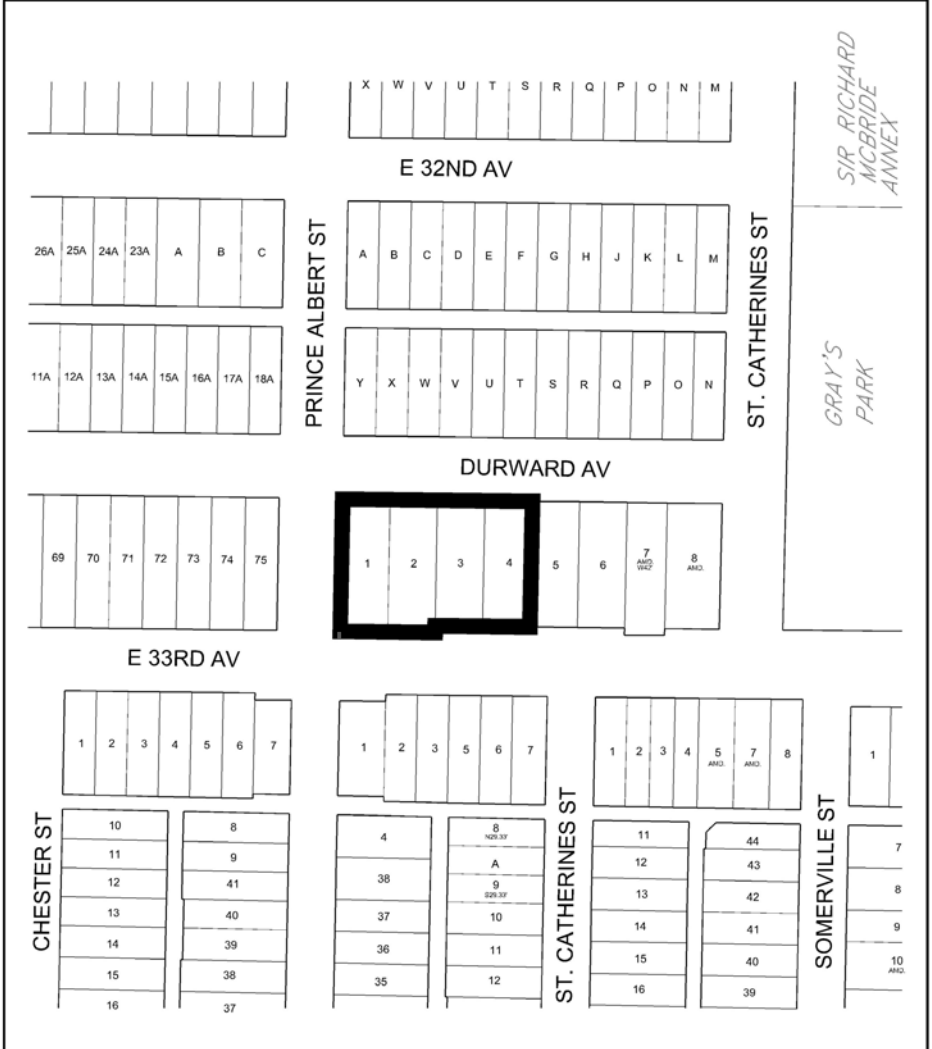
Enactment of the attached By-law will delete 807-847 East 33rd Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of February 16, 2023 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
November 28 , 2023





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



The properties outlined in black ( ) are deleted from the R1-1 maps forming part of Schedule A of the Subdivision By-law

807-847 East 33rd Avenue

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2023-10-24