

EXPLANATION**A By-law to amend
CD-1 (899) By-law No. 14333**

Following the Public Hearing on September 18, 2025, Council resolved to amend CD-1 (899) for 3352-3384 Vanness Avenue and 3347 Clive Avenue to increase the permitted height. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 7, 2025

3352-3384 Vanness Avenue and
3347 Clive Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (899) By-law No. 14333**

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

1. This by-law amends the indicated provisions of By-law No. 14333.
2. Council strikes out Table 1 in Section 8 and substitutes the following:

"Table 1: Permitted Building Height

Sub-area	Building Height	Building height for portions of the building with permitted common rooftop amenity spaces or mechanical appurtenances
A	94.0 m	104.0 m
B	103.0 m	112.0 m

"

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

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (897) By-law No. 14324**

Following the Public Hearing on September 18, 2025, Council resolved to amend CD-1 (897) for 1026-1108 West 41st Avenue to remove the maximum permitted above grade floor space ratio. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 7, 2025

1026-1108 West 41st Avenue

BY-LAW NO.

**A By-law to amend
CD-1 (897) By-law No. 14324**

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

1. This by-law amends the indicated provisions of By-law No. 14324.
2. In section 4.2, Council strikes out “, except that the floor space ratio of all floors at or above finished grade shall not exceed 3.22”.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**A By-law to amend
CD-1 (895) By-law No. 14279**

Following the Public Hearing on September 18, 2025, Council resolved to amend CD-1 (899) for 848 Seymour Street to increase the permitted height. The Director of Planning has advised that there are no prior to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
October 7, 2025

848 Seymour Street

BY-LAW NO.

**A By-law to amend
CD-1 (895) By-law No. 14279**

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

1. This by-law amends the indicated provisions of By-law No. 14279.
2. Council strikes out section 6 and substitutes the following:

“Building Height

6. Building height must not exceed 98.8 m.”.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2025

Mayor

City Clerk

EXPLANATION**Subdivision By-law No. 5208 amending By-law
Re: 1140 West 54th Avenue and 1140 West 55th Avenue**

Enactment of the attached by-law will reclassify Lot 1 and Lot 2 at 1140 West 54th Avenue and Lot 3 and Lot 4 at 1140 West 55th Avenue from Category E to Category C on the R1-1 maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of September 17, 2025.

Director of Legal Services
October 7, 2025

BY-LAW NO. _____

**A By-law to amend Subdivision By-law No. 5208
regarding reclassification of 1140 West 54th Avenue and 1140 West 55th Avenue**

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

1. This by-law amends the indicated provisions and schedules of the Subdivision By-law No. 5208.
2. Council amends Schedule A of the Subdivision By-law in accordance with the plan labelled Schedule A attached to and forming part of this by-law by reclassifying the following properties from Category E to Category C on the R1-1 maps forming part of Schedule A of the Subdivision By-law:
 - (a) PID: 032-432-933, Lot 1 District Lot 526 Group 1 New Westminster District Plan EPP124686;
 - (b) PID: 032-432-941, Lot 2 District Lot 526 Group 1 New Westminster District Plan EPP124686;
 - (c) PID: 032-432-950, Lot 3 District Lot 526 Group 1 New Westminster District Plan EPP124686; and
 - (d) PID: 032-432-968, Lot 4 District Lot 526 Group 1 New Westminster District Plan EPP124686.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2025

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 reclassified from Category E to Category C on the R1-1 maps forming part of Schedule A of the Subdivision By-law

1140 West 54th Avenue & 1140 West 55th Avenue

map: 1 of 1

scale: NTS



City of Vancouver

date: 2025-09-23

EXPLANATION**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 13422
Re: 5656 Fraser Street**

This is an amendment to the Housing Agreement for 5656 Fraser Street, which was authorized by By-law 13422 on July 5, 2022 and was required as a condition of development application DP-2020-00227 with respect to the lands. The Housing Agreement was subsequently registered at the Land Title Office on July 29, 2022 under registration number CB121007. A further development application was made under number DP-2025-00075 to increase the number of storeys to the building from four (4) to six (6) and to add seven (7) dwelling units for a total of fifteen (15) secured market rental dwelling units. This amendment to the Housing Agreement modifies such Housing Agreement by increasing the number of storeys to the building to six (6) and to increase the number of secured market rental dwelling units to fifteen (15).

The change to the Housing Agreement that necessitated this by-law amendment has been consented to by the owner in accordance with section 565.2(4) of the Vancouver Charter.

Director of Legal Services
October 7, 2025

5656 Fraser Street

BY-LAW NO. _____

**A By-law to authorize the amendment of a
Housing Agreement Authorized by By-law No. 13422**

PREAMBLE

WHEREAS

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

AND WHEREAS

Pursuant to By-law No. 13422 enacted July 5, 2022, the City has entered into a Housing Agreement with the owner of certain properties bearing the civic address 5656 Fraser Street (the "**Housing Agreement**").

AND WHEREAS

The City and the owner now wishes to amend the Housing Agreement and all proposed amendments are acceptable to the City and the owner.

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

1. Council authorizes amendment of the Housing Agreement in substantially the form and substance of the modification agreement attached to this By-law as Schedule A and authorizes the Director of Legal Services to execute the modification 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. 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.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2025

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

CGM Lawyers Barristers & Solicitors
8532 - 120th Street, Suite 213
Surrey BC V3W 3N5
604 590 4950

ModHsngAg5656FrStVan-24414-001/bm

2. Description of Land

PID/Plan Number Legal Description

010-700-251 LOT 1 BLOCKS 5 AND 6 DISTRICT LOT 666 PLAN 7197

3. Nature of Interest

Type	Number	Additional Information
MODIFICATION	CB121007	Modification of Section 219 Covenant CB121007
PRIORITY AGREEMENT		Granting the above Modification priority over Mortgage CB537034 and Assignment of Rents CB537035

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

HARJOT KAUR BHULLAR

HAKAM SINGH BHULLAR

VANCOUVER CITY SAVINGS CREDIT UNION, NO.FI-97, 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)



DEEPAK CHODHA
Barrister & Solicitor
CGM LAWYERS
6170 Kingsway
Burnaby, BC V5J 1H5

Tel: 604 738 8816 Fax: 604 738 8774
Officer Certification

YYYY-MM-DD
2025-08-27


Harjot Kaur Bhullar

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)



DEEPAK CHODHA
Barrister & Solicitor
CGM LAWYERS
6170 Kingsway
Burnaby, BC V5J 1H5

Tel: 604 738 8816 Fax: 604 738 8774
Officer Certification

YYYY-MM-DD
2025-08-27


Hakam Singh Bhullar

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)



Cindy Cheung
A Commissioner for Taking
Affidavits for British Columbia
183 Terminal Avenue
Vancouver, B.C. V6A 4G2

Officer Reference: 604-877-7000

YYYY-MM-DD
2025-09-15

Vancouver City Savings Credit Union
By their Authorized Signatory



Melida Oviedo
Business and Commercial Lending Coordinator

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

Transferor / Transferee / Party Signature(s)

YYYY-MM-DD

City of Vancouver

By their Authorized Signatory

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AMENDMENT
RENTAL HOUSING
5656 FRASER STREET

WHEREAS:

- A. The Transferor, **HARJOT KAUR BHULLAR** and **HAKAM SINGH BHULLAR**, are hereinafter together called the **"Owner"**;
- B. The Transferee, **CITY OF VANCOUVER**, is hereinafter called the **"City"** when referring to the corporate entity and the **"City of Vancouver"** when referring to geographical location;
- C. The Owner is the registered owner in fee simple of all and singular the lands and premises located in the City of Vancouver, in the Province of British Columbia, legally described as:

PID: 010-700-251
Legal Description: Lot 1 Blocks 5 and 6 District Lot 666 Plan 7197

(the **"Lands"**);

- D. To satisfy the conditions of Development Application DP-2020-00227 (the **"Original Development Permit Application"**), the Owner and the City entered into a Housing Agreement and Building Use Covenant (the **"Agreement"**), which Agreement was approved by Council as By-law No. 13422 on July 5, 2022, and registered in the Vancouver Land Title Office on July 29, 2022 as Instrument No. CB121007;
- E. The Owner made a further development application under Development Application DP-2025-00075 (the **"Second Development Permit Application"**) to add and alter the existing mixed-use residential building, increasing the number of storeys from 4 to 6, and to add seven (7) dwelling units for a total of fifteen (15) secured market rental dwelling units;
- F. The Owner and the City have agreed to enter into a modification of the Agreement on the terms and conditions herein (the **"Modification"**) for the purpose of increasing the number of for-profit affordable housing units from eight (8) units to fifteen (15) units to reflect the approved Development Permit.

NOW THEREFORE THIS MODIFICATION WITNESSES that, in consideration of each party agreeing to modify the Agreement as set out hereinafter and for good and valuable consideration (the receipt and sufficiency of which the parties hereto acknowledge and agree to), the Owner and the City hereby covenant and agree as follows:

1.1 Modification of the Agreement. The Agreement is hereby modified by:

- (a) in Recital D, deleting **"eight (8) residential units"** and replacing it with **"fifteen (15) residential units"**;
- (b) in Section 2.1, deleting **"eight (8) Housing Units"** and replacing it with **"fifteen (15) Housing Units"**;

and generally, where the Agreement referred to eight (8) residential units as secured market rental, the Agreement will be amended to read fifteen (15) residential units as secured market rental in accordance with the approved Development Permit.

- 1.2 **Agreement Ratified and Confirmed.** The Owner and the city acknowledge and agree that the Agreement, as modified by the Modification, is hereby ratified and confirmed to the effect and with the intent that the Agreement and the Modification will be read and construed as one document.
- 1.3 **Amendment.** No alteration or amendment of the Agreement and the Modification shall have effect unless the same is in writing and duly executed by the parties to be charged.
- 1.4 **Binding Effect.** This Modification will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 1.5 **Time.** Time is of the essence of this Modification.
- 1.6 **Interpretation.** Unless this Modification or context demands otherwise, all terms in this Modification which are defined in the Agreement will have the meaning ascribed in the Agreement.
- 1.7 **Conflict.** In the event of any conflict between the terms and conditions of the Agreement and this Modification, the terms and conditions of this Modification will prevail.
- 1.8 **Joint and Several Liability.** If the Owner consists of more than one party, each such party will be jointly and severally liable to the City for the performance and observance of this Modification.

IN WITNESS WHEREOF the parties have executed this Modification by signing the General Instrument Part I attached hereto as of the date first above written on the said instrument.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Chargeholder" means VANCOUVER CITY SAVINGS CREDIT UNION;
- (b) "Existing Charges" means the Mortgage registered under number CB537034 and the Assignment of Rents registered under number CB537035;
- (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 meaning ascribed to them in the attached Terms of Instrument - Part 2.

For Ten Dollars (\$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 as if they had been registered against title to the Lands prior to the grant or registration of the Existing Charges or the advance of any money under the Existing Charges.

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

END OF DOCUMENT

EXPLANATION**Authorization to enter into a Housing Agreement
Re: 520 – 590 West 29th Avenue and 4510 – 4550 Ash Street**

After public hearing on July 8, 2025, Council approved in principle the land owner's application to rezone the above noted property from RM-8A (Residential) District to CD-1 (Comprehensive Development) District, subject to, among other things, a Housing Agreement being entered into by the City and the land owner, on terms satisfactory to the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services. The Housing Agreement was accepted and executed by the applicant, and the City now seeks enactment of a By-law as contemplated by section 565.2 of the Vancouver Charter, to authorize such Housing Agreement and to authorize the City to enter into the Housing Agreement with the land owner.

Director of Legal Services
October 7, 2025

BY-LAW NO.

**A By-law to enact a Housing Agreement
for 520 – 590 West 29th Avenue and 4510 – 4550 Ash 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 described as:

031-644-601

LOT A BLOCK 760 DISTRICT LOT 526 GROUP 1 NEW
WESTMINSTER DISTRICT PLAN EPP118341

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 , 2025

Mayor

City Clerk



Land Title Act

Charge

General Instrument – Part 1

1. Application

Lawson Lundell LLP, Barristers and Solicitors
1600 - 925 West Georgia Street
Vancouver BC V6C 3L2
(604) 685-3456

Attention: Scott J. Anderson (Peggy Chau)
File No.: 39141-161306

Housing Agreement and Building Use Covenant
520 - 550 West 29th Avenue and 4510 - 4550 Ash Street

2. Description of Land

PID/Plan Number Legal Description

031-644-601 LOT A BLOCK 760 DISTRICT LOT 526 GROUP 1 NEW WESTMINSTER DISTRICT PLAN EPP118341

3. Nature of Interest

Type	Number	Additional Information
COVENANT		Section 219 Covenant
		Entire Agreement
PRIORITY AGREEMENT		Granting the Covenant with one registration number less than this priority agreement priority over Mortgage CA9372151 and Assignment of Rents CA9372152

4. Terms

Part 2 of this instrument consists of:

(b) Express Charge Terms Annexed as Part 2

5. Transferor(s)

SIGHTLINE PROPERTIES (WEST 29TH AVE) LTD., NO.BC1324425

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

SCOTT J. ANDERSON
Barrister & Solicitor
1600 - 925 WEST GEORGIA ST.
VANCOUVER, B.C. V6C 3L2
(604) 685-3456

Execution Date
YYYY-MM-DD
2025-09-19

Transferor / Transferee / Party Signature(s)
SIGHTLINE PROPERTIES (WEST 29TH AVE) LTD.
By their Authorized Signatory

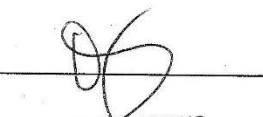
Print Name: Jamie Vaughan

Print Name: _____

(as to all signatures)

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

RAMONA CHUNG
A Commissioner for Taking
Affidavits for British Columbia
My Commission expires May 31, 2028
6th Floor - 595 Burrard Street
Vancouver, BC, V7X 1L5

Execution Date
YYYY-MM-DD
2025-09-23

Transferor / Transferee / Party Signature(s)
BANK OF MONTREAL
By their Authorized Signatory

Print Name: Jacquelyn Lising
Account Manager

Print Name: _____

(as to all signatures)

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

Transferor / Transferee / Party Signature(s)

CITY OF VANCOUVER

By their Authorized Signatory

YYYY-MM-DD

Print Name:

Print Name:

(as to all signatures)

Officer Certification

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

Electronic Signature

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

TERMS OF INSTRUMENT - PART 2
HOUSING AGREEMENT AND BUILDING USE COVENANT
RENTAL HOUSING
520 - 590 WEST 29TH AVENUE AND 4510 - 4550 ASH STREET

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, SIGHTLINE PROPERTIES (WEST 29TH AVE) LTD., is called the "Owner", as more particularly defined in Section 1.1(r); and
 - II. the Transferee, CITY OF VANCOUVER, is called the "City" or the "City of Vancouver" when referring to corporate entity continued under the *Vancouver Charter*, and "Vancouver" when referring to geographic location;
- B. The Owner is the registered owner of the Lands;
- C. The Owner made an application to rezone the Lands from RM-8A (Residential) District to CD-1 (Comprehensive Development) District (the "Rezoning") to permit the development of a two six-storey residential buildings and two three-storey townhouses containing 230 rental housing units and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle, subject to, among other things, fulfilment of the following condition prior to enactment of the rezoning by-law (the "Rezoning By-law"):

"2.2 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant to secure all residential units as secured market rental housing units, 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, a provision that none of such units will be rented for less than 90 consecutive days 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.

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

The Housing Agreement and Section 219 Covenant will also ensure the use and access of the amenity spaces, currently designated on the plans submitted for rezoning as "amenity", and any other amenity spaces as may be shown on the development plans approved in connection with the development permit, shall be shared and made available to all residential occupants and/or tenants of the building as a common space in perpetuity.", and

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

{02373244v1}
August 14, 2025

39414.161306.SJA1.29015787.2

Housing Agreement and Building Use Covenant
520-550 West 29th Avenue and 4510-4550 Ash Street

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) **"Amenity Spaces"** means those portions of a New Building designated on the plans submitted for the Rezoning as "amenity" and any other amenity spaces as may be shown on the development plans approved in connection with the Development Permit;
- (c) **"Building Permit"** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (d) **"City"** and **"City of Vancouver"** have the meaning ascribed to those terms in Recital A(ii);
- (e) **"City Manager"** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (f) **"City Personnel"** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (g) **"Development"** means the development on the Lands described in Recital C and approved by a Development Permit;
- (h) **"Development Permit"** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (i) **"Director of Legal Services"** means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (j) **"Dwelling Unit"** has the meaning set out in the City's Zoning and Development By-law;
- (k) **"Effective Date"** means the date as of which this Agreement has been executed by all parties to it;
- (l) **"General Manager of Planning, Urban Design and Sustainability"** means the chief administrator from time to time of the City's Planning, Urban Design and

{02373244v1}
August 14, 2025

39414.161306.SJA1.29015787.2

Housing Agreement and Building Use Covenant
520-550 West 29th Avenue and 4510-4550 Ash Street

Sustainability Department and her/his successors in function and their respective nominees;

- (m) **"Land Title Act"** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (n) **"Lands"** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided;
- (o) **"Losses"** means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays) and expenses of every nature or kind whatsoever;
- (p) **"New Building"** means any new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished as contemplated by any Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by any Development Permit;
- (q) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any New Building, development or partial development on the Lands issued after the Effective Date;
- (r) **"Owner"** means the registered owner of the Lands as of the Effective Date, namely SIGHTLINE PROPERTIES (WEST 29TH AVE) LTD., and its successors and permitted assigns;
- (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 Rental Housing Units is:
 - (i) a corporation (as that term is defined in the *Business Corporations Act*, S.B.C. 2002, c. 57), then a Related Person is:
 - (A) an officer, director or shareholder of such corporation or of another entity which is a shareholder of such corporation; or
 - (B) the spouse, parent, child, sibling, niece or nephew of any such officer, director or shareholder referred to in paragraph (A); and
 - (ii) an individual, then a Related Person is the spouse, parent, child, sibling, niece or nephew of such individual;
- (u) **"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, excluding Seniors Supportive or Assisted Housing (as defined in the City's *Zoning and Development By-law*), 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;

- (v) **"Rental Housing Units"** has the meaning ascribed to that term in Section 2.1(c), and **"Rental Housing Unit"** means any one of them;
- (w) **"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;
- (x) **"Residential Tenancy Act"** means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (y) **"Rezoning"** means the rezoning of the Lands as described in Recital C;
- (z) **"Rezoning By-law"** has the meaning ascribed to it in Recital C;
- (aa) **"Term"** means the term of this Agreement, which will commence on the Effective Date and will end on the later of:
 - (i) the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building; and
 - (ii) the date as of which the New Building is demolished or substantially destroyed;
- (bb) **"Vancouver"** has the meaning ascribed to that term in Recital A(ii);
- (cc) **"Vancouver Charter"** means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and
- (dd) **"Zoning and Development By-law"** means the City's *Zoning and Development By-law* No. 3575, as amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) **Party.** Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) **Singular; Gender.** Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) **Captions and Headings.** The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.

- (d) *References.* References to the or this "Agreement" and the words "hereof" "herein" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) *Governing Law.* This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the Effective Date and to subsequent amendments to or replacements of the statute or regulations.
- (f) *Legislation.* Any reference to a statute or by-law includes and is a reference to such statute or by-law and to the regulations made pursuant thereto, with all amendments made thereto and as in force from time to time, and to any statute, by-law and regulations that may be passed which have the effect of supplementing or superseding such statutes, by-laws and regulations.
- (g) *Time.* Time will be of the essence of this Agreement and each part of it. If any party expressly or impliedly waives this requirement, that party may reinstate it by delivering notice to the other party(ies). If a time is specified in this Agreement for observing or performing any obligation, such time will be local Vancouver, British Columbia time.

ARTICLE 2 RESTRICTIONS ON USE OF LANDS AND SUBDIVISION

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

- (a) throughout the Term, the Lands and the New Building will not be used in any way that is inconsistent with the terms of this Agreement;
- (b) it will construct, fit and finish, at its sole cost and expense, the New Building containing not less than the number of Dwelling Units approved in the Development Permit, in accordance with this Agreement, the Development Permit, the Building Permit and all applicable City by-laws and policies, all to the satisfaction of the City;
- (c) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all of the Dwelling Units in the New Building will be used only for the purpose of providing Rental Housing (the "**Rental Housing Units**") 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 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 the same number and type of replacement Rental Housing Units as the New Building formerly contained, 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

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"Replacement Rental Housing Unit"), in accordance with the terms of this Agreement and the applicable by-laws of the City and which Replacement Rental Housing Units will be subject, for the remaining duration of the Term, to the same use restriction as the Rental Housing Units are pursuant to this Agreement;

- (d) when the New Building is completed and an Occupancy Permit has been issued and thereafter throughout the Term, all Amenity Spaces will be shared and made available to all residential occupants and/or tenants of the New Building as common spaces in perpetuity;
- (e) 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 90 consecutive days at a time;
- (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 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;
- (g) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (h) 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(f), 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(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) 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 Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3
ENFORCEMENT**

3.1 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 4
RELEASE AND INDEMNITY**

4.1 **Release and Indemnity.** Subject to Section 4.2, the Owner hereby:

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

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

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

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

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

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

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

whether or not such Losses are the result of, or relate in any way to any negligent acts or omissions on the part of the City or the City Personnel, except in each case to the extent attributable to the wrongful intentional acts of the City or the City Personnel.

The indemnities in this ARTICLE 4 will be both personal covenants of the Owner and integral parts of the Section 219 Covenant granted in this Agreement.

4.2 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 4.2(b), the Owner will have the right, upon written notice to the City, to conduct the proceedings in defence of the claim.
- (b) Section 4.2(a) will not apply and the City will have the right to conduct the defence of any claim described in Section 4.2(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 4.2(b).

- (c) Regardless of whether the claim is being defended under Section 4.2(a) or Section 4.2(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.

4.3 Survival of Release and Indemnities. The release and indemnities in this ARTICLE 4 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 5 NOTICES

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

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

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

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

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

Sightline Properties (West 29th Ave) Ltd.
401 - 1505 West 2nd Avenue
Vancouver, British Columbia
V6H 3Y4

Attention: Jamie Vaughan

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 land title search for that particular parcel of land.

ARTICLE 6 MISCELLANEOUS

6.1 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.

6.2 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.

6.3 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.

6.4 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.

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6.5 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.

6.6 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.

6.7 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 6.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

6.8 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.

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

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

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

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CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA9372151 and the Assignment of Rents registered under number CA9372152;
- (b) **"Existing Chargeholder"** means Bank of Montreal;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

END OF DOCUMENT

EXPLANATION**A By-law to amend the Single Room Accommodation By-law No. 8733
regarding 58 Alexander Street**

Enactment of the attached by-law will accomplish Council's resolution adopted on September 17, 2025 to remove from the Single Room Accommodation By-law the designation of 30 rooms at 58 Alexander Street.

Director of Legal Services
October 7, 2025

BY-LAW NO.

**A By-law to amend the Single Room Accommodation By-law No. 8733
regarding 58 Alexander Street**

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

1. This by-law amends the provisions or schedules of the Single Room Accommodation By-law No. 8733.

2. Council strikes from Columns 1 through 4 of Row 13 of Schedule A, the following entries:

“

58 ALEXANDER ST.	PARCEL IDENTIFIER: 015-705-439 LOT 8 BLOCK 2 DISTRICT LOT 196 PLAN 184	59 POWELL ST.	ALEXANDER RESIDENCE
------------------	--	---------------	---------------------

”.

3. Council inserts “DELETED” in Column 1 of Row 13 of Schedule A.

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

ENACTED by Council this day of , 2025

Mayor

City Clerk