

**EXPLANATION**

**1**

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

Following the Public Hearing on March 11, 2025, Council gave conditional approval to the rezoning of the site at 4910-4950 Willow Street. The Director of Legal Services has advised that all prior to conditions have been met, and enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

4910-4950 Willow Street

**BY-LAW NO.**

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

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

**Zoning District Plan Amendment**

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

**Designation of CD-1 District**

2. The area shown within the heavy black outline on Schedule A is hereby designated CD-1 (926).

**Definitions**

3. Words in this by-law have the meaning given to them in the Zoning and Development By-law, except that:

- (a) "Temporary Accommodation for Medical Care" means the use of premises to provide temporary accommodation with associated on-site services at below-market rates for children or other individuals seeking medical care at local health facilities, and their families and caregivers, but excludes a Community Care or Assisted Living Facility or Group Residence; and
- (b) Institutional Uses includes Temporary Accommodation for Medical Care.

**Uses**

4. Subject to approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this by-law or in a development permit, the only uses permitted within this CD-1 and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Institutional Uses, limited to Temporary Accommodation for Medical Care;
- (b) Utility and Communication Uses; and
- (c) Accessory Uses customarily ancillary to the uses permitted in this section.

## Floor Area and Density

5.1 Computation of floor area must assume that the site area is 2,013.6 m<sup>2</sup>, being the site area at the time of the application for the rezoning evidenced by this by-law, prior to any dedications.

5.2 The maximum floor space ratio for all uses combined is 3.78.

5.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, both above and below base surface, measured to the extreme outer limits of the building.

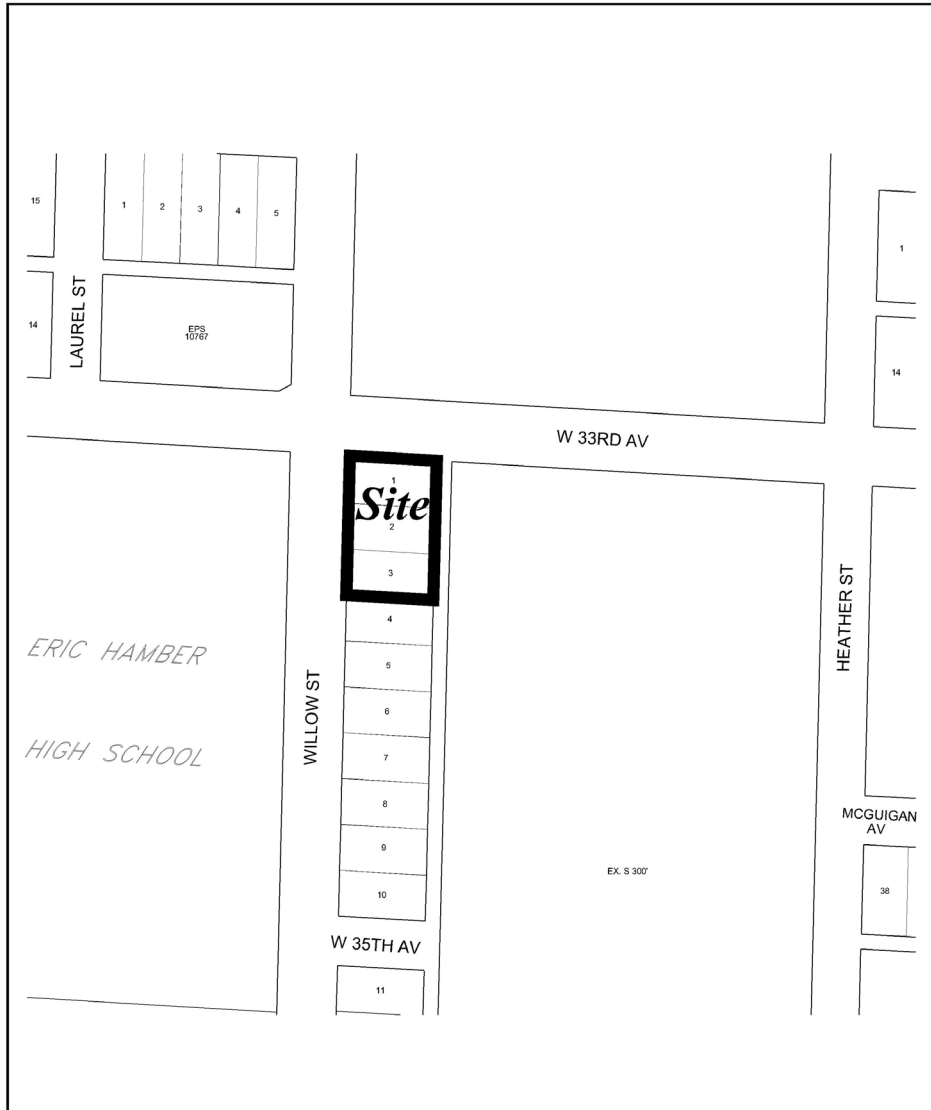
5.4 Computation of floor area must exclude:

- (a) balconies and decks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, provided that:
  - (i) the total area of these exclusions must not exceed 12% of the permitted floor area, and
  - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof decks, if the Director of Planning considers the impact on privacy and outlook;
- (c) floors or portions thereof that are used for:
  - (i) off-street parking and loading located at or below base surface, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
  - (ii) bicycle storage, and
  - (iii) heating and mechanical equipment, or uses that the Director of Planning considers similar to the foregoing;
- (d) entries, porches and verandahs if the Director of Planning first approves the design;
- (e) all storage area above or below base surface, except that if storage area above base surface exceeds 3.7 m<sup>2</sup> per unit, there will be no exclusion for any of the storage area above base surface for that unit; and
- (f) all storage area below base surface.

5.5 The Director of Planning or Development Permit Board may exclude common amenity areas from the computation of floor area, to a maximum of 21% of the total permitted floor area, if the Director of Planning or Development Permit Board considers the intent of this by-law and all applicable Council policies and guidelines.



**Schedule A**



The properties outlined in black (  ) are rezoned:  
 From **R1-1** to **CD-1**

RZ - 4910-4950 Willow Street

map: 1 of 1

scale: NTS



**City of Vancouver**

ph date: 2025-03-11

**EXPLANATION****A By-law to amend the  
Vancouver Development Cost Levy By-law No. 9755  
regarding miscellaneous amendments**

Following the Public Hearing on March 11, 2025, Council resolved to amend the Vancouver Development Cost Levy By-law regarding miscellaneous amendments consequential to the rezoning of 4910-4950 Willow Street. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend Vancouver Development Cost Levy By-law No. 9755  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions or schedules of Vancouver Development Cost Levy By-law No. 9755.

2. In section 1.2, Council adds a new definition in the correct alphabetical order as follows:

““Temporary Accommodation for Medical Care” means the use of premises on the land zoned as CD-1 (926) By-law No. 14691 to provide temporary accommodation with associated on-site services at below-market rates for children or other individuals seeking medical care at local health facilities, and their families and caregivers, but excludes a Community Care or Assisted Living Facility or Group Residence;”.

3. In Schedule “C”, Council strikes out the third table and substitutes a new table as follows:

“

<b>Category/Use</b>	<b>Rate</b>	<b>Unit/ area cost</b>
School use	\$5.49	Per m <sup>2</sup>
Childcare Use	\$10.00	Per building permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Cultural Facility	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	
Works Yard	\$10.00	
Works Yard for Public Bus Transportation	\$10.00	
Temporary accommodation for medical care	\$10.00	

”



**EXPLANATION****A By-law to amend  
Vancouver Utilities Development Cost Levy By-law No. 12183  
regarding miscellaneous amendments**

Following the Public Hearing on March 11, 2025, Council resolved to amend the Vancouver Utilities Development Cost Levy By-law regarding miscellaneous amendments consequential to the rezoning of 4910-4950 Willow Street. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend  
Vancouver Utilities Development Cost Levy By-law No. 12183  
regarding miscellaneous amendments**

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

1. This by-law amends the indicated provisions or schedules of Vancouver Utilities Development Cost Levy By-law No. 12183.

2. In section 1.2, Council adds a new definition in the correct alphabetical order as follows:

““Temporary Accommodation for Medical Care” means the use of premises on the land zoned as CD-1 (926) By-law No. 14691 to provide temporary accommodation with associated on-site services at below-market rates for children or other individuals seeking medical care at local health facilities, and their families and caregivers, but excludes a Community Care or Assisted Living Facility or Group Residence;”.

3. In Schedule “C”, Council strikes out the bottom table and substitutes a new table as follows:

“

<b>Category/Use</b>	<b>Rate</b>	<b>Unit/ area cost</b>
School use	\$5.49	Per m <sup>2</sup>
Childcare Use	\$10.00	Per building permit
Temporary Building	\$10.00	
Community Energy Centre	\$10.00	
Cultural Facility	\$10.00	
Community Centre/ Neighbourhood House	\$10.00	
Library	\$10.00	
Public Authority Use	\$10.00	
Social Service Centre	\$10.00	
Works Yard	\$10.00	
Works Yard for Public Bus Transportation	\$10.00	
Temporary accommodation for medical care	\$10.00	

”



**EXPLANATION****Repeal of By-law No. 13307  
Re: 1289 Nicola Street**

On, October 15, 2019, the Development Permit Board approved Development Application No. DP-2018-00038 subject to the owner of the lands entering into a Housing Agreement. The owner of the lands, By The Bay Home Development Ltd., and the City entered into a Housing Agreement as approved under By-law No. 13307 which was registered against title to the lands in the Land Title Office under numbers CA9833671-CA9833673 (the "**Housing Agreement**"), and thereafter the development permit was issued under number DP-2018-00038 (the "**Development Permit**").

Subsequently, the lands were sold to a new owner, 1561472 B.C. Ltd., through foreclosure proceedings and the Development Permit was cancelled on December 9, 2025. Accordingly, By-law No. 13307 authorizing the Housing Agreement should be repealed, following which, the Housing Agreement will be discharged at the Land Title Office.

Director of Legal Services  
May 19, 2026



**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 282 West 49<sup>th</sup> Avenue – Secured Market Rental**

After public hearing on February 25, 2025, Council approved in principle the land owner's application to rezone the above noted property from CD-1 (103) By-law No. 4900 to a new CD-1 (Comprehensive Development) District to permit the development of a mixed-use development comprised of three buildings with heights of 8, 33 and 37 storeys; and residential, retail, service, institutional and cultural and recreational uses subject to, among other things, a Housing Agreement to secure all residential units in the 33-storey mixed-use rental building as secured market rental housing units 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  
May 19, 2026





Land Title Act

**Charge**

General Instrument – Part 1

1. Application

**DLA Piper (Canada) LLP**  
**1133 Melville Street, Suite 2700**  
**Vancouver BC V6E 4E5**  
**604 687-9444**

MC/MLM/TAL/kgf  
File No. 117521-00002  
(Housing Agreement and Building Use \_Rental Housing)

2. Description of Land

PID/Plan Number	Legal Description
007-595-573	LOT 4 BLOCK 1165 DISTRICT LOT 526 PLAN 16033

3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with one registration number less than this priority agreement over Mortgage CB990798 and Assignment of Rents CB990799 - Page 17</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with two registration numbers less than this priority agreement over Right of First Refusal CB990801 - Page 18</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with three registration numbers less than this priority agreement over Lease CB1069071 - Page 19</b>

4. Terms

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

5. Transferor(s)

**YMCA BC PROPERTIES FOUNDATION, NO.S0050351**

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**MUSQUEAM CAPITAL CORP., NO.BC0829891, (AS TO PRIORITY ONLY)**

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**TOWNLIN VENTURES LTD., NO.BC1174655, (AS TO PRIORITY ONLY)**

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**YMCA BC, NO.S0077541, (AS TO PRIORITY ONLY)**

6. Transferee(s)

<b>CITY OF VANCOUVER</b> <b>453 WEST 12TH AVENUE</b> <b>VANCOUVER BC V5Y 1V4</b>
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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  
  
 \_\_\_\_\_  
 CARA CHU  
 Barrister & Solicitor  
 Fasken Martineau DuMoulin LLP  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3  
 604 631 3176  
 (as to the signature of  
 Marvin Rogers)

Execution Date  
 YYYY-MM-DD  
 2026-05-07

Transferor / Transferee / Party Signature(s)  
**YMCA BC PROPERTIES FOUNDATION**  
 By their Authorized Signatory  
  
 \_\_\_\_\_  
 Name: MARVIN ROGERS  
  
 \_\_\_\_\_  
 Name: TONY BAENA

**Officer Certification**

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

Witnessing Officer Signature  
 \_\_\_\_\_

Execution Date  
 YYYY-MM-DD

Transferor / Transferee / Party Signature(s)  
**MUSQUEAM CAPITAL CORP.**  
 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.



7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**YMCA BC PROPERTIES FOUNDATION**  
By their Authorized Signatory

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

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

**Officer Certification**

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Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

  
\_\_\_\_\_

YYYY-MM-DD  
2026-05-11

**MUSQUEAM CAPITAL CORP.**  
By their Authorized Signatory

  
**Name:** Wayne Sparrow

YUN JIN KIM  
Notary Public  
Jerome Tsang Notary Corporation  
205 - 5704 Balsam Street  
Vancouver, BC V6M 4B9  
Permanent Commission

**Witnessed as to Execution Only**  
**No Legal Advice Sought or Given**

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

**Officer Certification**

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Land Title Act

**Charge**

General Instrument – Part 1

Witnessing Officer Signature

**Taylor Ling!**  
*Barrister & Solicitor*  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
Vancouver, BC V6E 4E5  
604.687.9444

Execution Date

YYYY-MM-DD  
2026-05-07

Transferor / Transferee / Party Signature(s)

**TOWNLINE VENTURES LTD.**  
By their Authorized Signatory

  
**Name:** Dan Jekubik

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

**Officer Certification**

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Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**YMCA BC**  
By their Authorized Signatory

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

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

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**TOWNLIN VENTURES LTD.**  
 By their Authorized Signatory


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

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

**Officer Certification**

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Witnessing Officer Signature

  
 \_\_\_\_\_

**CARA CHU**  
 Barrister & Solicitor  
 Fasken Martineau DuMoulin LLP  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3  
 604 631 3176

(as to the signature of  
 Marvin Rogers)

Execution Date

YYYY-MM-DD

2020-05-07

Transferor / Transferee / Party Signature(s)

**YMCA BC**  
 By their Authorized Signatory

  
 Name: MARVIN ROGERS

  
 Name: TONY BAENA

**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**  
**RENTAL HOUSING**  
**282 West 49<sup>th</sup> Avenue**

WHEREAS:

- A. It is understood and agreed that this instrument and Agreement will be read as follows:
- I. the Transferor, YMCA BC PROPERTIES FOUNDATION, is called the “Owner”, as more particularly defined in Section 1.1(q); and
  - II. the Transferee, CITY OF VANCOUVER, is called the “City” or the “City of Vancouver” when referring to corporate entity continued under the *Vancouver Charter*, and “Vancouver” when referring to geographic location;
- B. The Owner is the registered and beneficial owner of the Lands;
- C. The Owner made an application to rezone the Lands from CD-1 (103) By-law No. 4900 to a new CD-1 (Comprehensive Development) District (the “Rezoning”) to permit the development of a mixed-use development with a total floor area of 53,928 sq. m (580,472 sq. ft.); building heights of 8, 33 and 37 storeys; and residential, retail, service, institutional and cultural and recreational uses, 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”):
- “2.9 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 in the 33-storey mixed-use rental building as secured market rental housing units, excluding Seniors Supportive or Assisted Housing, pursuant to the City’s Cambie Corridor Plan and the Transit-Oriented Areas Rezoning 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, a provision that none of 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.*
- Note to Applicant: This condition will be secured by a Housing Agreement to be entered into by the City at by-law enactment pursuant to Section 565.2 of the Vancouver Charter and a Section 219 Covenant.”*, and
- D. The Owner is entering into this Agreement to satisfy the foregoing conditions.

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

**ARTICLE 1  
DEFINITIONS AND INTERPRETATION**

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

- (a) **“Agreement”** means this housing agreement and building use covenant, including the foregoing recitals and all schedules hereto;
- (b) **“Building Permit”** means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit;
- (c) **“City”** and **“City of Vancouver”** have the meaning ascribed to those terms in Recital A(ii);
- (d) **“City Manager”** means the chief administrator from time to time of the City and her successors in function and their respective nominees;
- (e) **“City Personnel”** means any and all of the elected and appointed officials, and officers, employees, agents, nominees, delegates, permittees, contractors, subcontractors and volunteers of the City;
- (f) **“Development”** means the development on the Lands described in Recital C and approved by a Development Permit;
- (g) **“Development Permit”** means any development permit issued by the City authorizing the development of any portion of the Lands contemplated by the Rezoning By-law;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the City’s Legal Services Department and her/his successors in function and their respective nominees;
- (i) **“ Dwelling Unit”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as may be amended or replaced from time to time;
- (j) **“Effective Date”** means the date as of which this Agreement has been executed by all parties to it;
- (k) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the City’s Planning, Urban Design and Sustainability Department and her/his successors in function and their respective nominees;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c. 250, as may be amended or replaced from time to time;
- (m) **“Lands”** means the parcel of land situate in Vancouver, British Columbia, and legally described in Item 2 of the General Instrument - Part 1, and includes any parcels into which such land is consolidated or further subdivided; provided, however, that if the Lands are at any time subdivided (including by strata plan or

air space parcel subdivision), and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then “Lands” will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;

- (n) “**Losses**” means any and all damages, losses, fines, penalties, costs (including legal costs on a solicitor and own client basis), actions, causes of action, claims, demands, judgements, builders liens, liabilities, and expenses of every nature or kind whatsoever, and indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays);
- (o) “**New Building**” means the new building or structure to be built on the Lands and any building or structure on the Lands being renovated, upgraded or refurbished, in either case which contains the Rental Housing Units 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 and for certainty, does not include the buildings containing the social housing;
- (p) “**Occupancy Permit**” means a permit issued by the City authorizing the use and occupation of the New Building, development or partial development on the Lands issued after the Effective Date;
- (q) “**Owner**” means the Transferor, YMCA BC PROPERTIES FOUNDATION, and any successors in title to the Lands or any part thereof;
- (r) “**Owner’s Personnel**” means any and all of the contractors, subcontractors, employees, agents, licensees, invites and permittees of the Owner;
- (s) “**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;
- (t) “**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 Independent Living 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;

- (u) “**Rental Housing Units**” has the meaning ascribed to that term in Section 2.1(c), and “**Rental Housing Unit**” means any one of them;
- (v) “**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;
- (w) “**Residential Tenancy Act**” means the *Residential Tenancy Act*, S.B.C. 2002, c. 78, as may be amended or replaced from time to time;
- (x) “**Rezoning**” means the rezoning of the Lands as described in Recital C;
- (y) “**Rezoning By-law**” has the meaning ascribed to it in Recital C;
- (z) “**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;
- (aa) “**Vancouver**” has the meaning ascribed to that term in Recital A(ii);
- (bb) “**Vancouver Charter**” means the *Vancouver Charter*, S.B.C. 1953, c. 55, as may be amended or replaced from time to time; and
- (cc) “**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 Rental Housing 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, except that for a reasonable period following issuance of an Occupancy Permit the Owner may use certain Dwelling Units as “display suites” to market the New Building to potential tenants, and if the New Building is damaged, destroyed or demolished before the 60 year anniversary of the issuance of the final Occupancy Permit for the New Building, then then it will promptly take all steps reasonably necessary to enable it to repair the New Building or build a replacement building or buildings on the Lands, which repaired or replacement building(s) on the Lands (together with any remaining undestroyed or undemolished building) will also contain not less than 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 “**Replacement Rental Housing Unit**”), in

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

- (d) throughout the Term, it will not rent, licence to use or sublet, nor will it allow to be rented, licenced to use or sublet, any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) for a term of less than 90 consecutive days at a time;
- (e) throughout the Term, except by way of a tenancy agreement to which the *Residential Tenancy Act* applies, it will not suffer, cause or permit, beneficial or registered title to any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) to be sold or otherwise transferred unless title to every one of the Rental Housing Units (or Replacement Rental Housing Units, as applicable) is sold or otherwise transferred together and as a block to the same legal or beneficial owner, as applicable;
- (f) throughout the Term, it will not suffer, cause or permit, the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, to be subdivided, whether by subdivision plan, strata plan or otherwise, without the prior written consent of the Director of Legal Services which consent may be arbitrarily withheld; provided, however, the Owner may, without obtaining any such consent, subdivide the Lands by strata plan or airspace subdivision plan so long as all of the Rental Housing Units are contained within one strata lot or one airspace parcel, respectively;
- (g) throughout the Term, that any sale of any Rental Housing Unit (or Replacement Rental Housing Unit, as applicable) in contravention of the covenant in Section 2.1(e), and any subdivision of the Lands or the New Building (or any replacement building(s) on the Lands, as applicable) or any part thereof, in contravention of the covenant in Section 2.1(f), will in each case be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending transfer of title or plan, as the case may be, at the Owner's expense;
- (h) throughout the Term, it will keep and maintain the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition, to the standard of a reasonable and prudent owner of similar buildings, reasonable wear and tear excepted;
- (i) if the New Building, or any part thereof, is damaged during the Term, it will promptly restore and repair the same whenever and as often as damage occurs, to a state and condition that is equal to or greater than the state and condition thereof as existed before such damage occurred; and
- (j) throughout the Term, it will insure, or cause to be insured, the New Building to the full replacement cost against perils normally insured against in Vancouver by reasonable and prudent owners of similar buildings and lands.

**ARTICLE 3  
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, the New Building and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit until such time as the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, proof of the insurance, consistent with the requirements of Section 2.1(j), is in force and effect; and
  - (ii) the City will be under no obligation to issue any Occupancy Permit, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a)(i); and
- (b) without limiting the general scope of ARTICLE 5, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3, except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or the City Personnel.

**ARTICLE 4  
ENFORCEMENT**

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

**ARTICLE 5  
RELEASE AND INDEMNITY**

5.1 **Release and Indemnity.** Subject to Section 5.2, the Owner hereby:

- (a) will not make any claims against the City or City Personnel and releases and discharges the City and all City Personnel from and against all Losses which may arise or accrue to the Owner in connection with this Agreement, including without limitation:
  - (i) by reason of the City or City Personnel:
    - (A) reviewing, accepting or approving the design, specifications, materials and methods for construction of the New Building or any part thereof;

- (B) performing any work in accordance with the terms of this Agreement or requiring the Owner to perform any work pursuant to this Agreement;
  - (C) withholding any permit pursuant to this Agreement; or
  - (D) exercising any of its rights under any Section 219 Covenant or other right granted to the City pursuant to this Agreement; or
- (ii) that otherwise arise out of, or would not have been incurred but for this Agreement,

except to the extent such Losses are caused by the gross negligence or 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,

except to the extent such Losses are caused by the gross negligence or wrongful intentional acts of the City or the City Personnel.

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

## 5.2 Conduct of Proceedings.

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

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

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

**5.3 Survival of Release and Indemnities.** The release and indemnities in this ARTICLE 5 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise, provided that the Owner will not be liable for failing to comply with any obligations set out in this Agreement, or any Losses incurred or sustained by the City or City Personnel, solely relating or arising in relation to any period after which the Owner ceases to be the owner of the Lands.

## ARTICLE 6 SUBDIVISION OF THE LANDS

**6.1 Subdivision of the Lands.** If the Lands are subdivided (including by strata plan or airspace subdivision plan) such that all Rental Housing Units are contained within one parcel, one strata lot

or one airspace parcel, respectively (the “**Rental Housing Parcel**”), the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Rental Housing Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:

- (a) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City’s rights and the Owner’s agreements and obligations in respect of the Rental Housing Units or in respect of the Rental Housing Parcel pursuant to this Agreement;
- (b) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
- (c) the City will have a reasonable amount of time to execute and return any such discharge; and
- (d) the preparation and registration of the any such discharge will be without cost to the City.

6.2 **Discharge.** Following any such subdivision and discharge in accordance with Section 6.1, this Agreement will be read and applied so that the obligations herein will apply only to the Rental Housing Parcel.

#### ARTICLE 7 NOTICES

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

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

**City of Vancouver**  
453 West 12th Avenue  
Vancouver, 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 it at the address shown on title to the Lands, or applicable part thereof,
 

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.

#### ARTICLE 8 MISCELLANEOUS

**8.1 Agreement Runs With the Lands.** The covenants and agreements set forth herein on the part of the Owner will be covenants the burden of which will run with and will bind the Lands and will attach thereto.

**8.2 Agreement to be a First Charge.** The Owner agrees to cause, at its sole cost and expense, the registrable interests in land expressly agreed to be granted pursuant to this Agreement to be registered as first registered charges against the Lands, save only for any reservations, liens, charges or encumbrances:

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

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

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

**8.5 Further Assurances.** The Owner will execute such further and other documents and instruments and do such further and other acts as may be necessary to implement and carry out the provisions and intent of this Agreement including all acts necessary to ensure that this Agreement is noted on title to the Lands.

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

- (a) it has the full and complete power, authority and capacity to enter into, execute and deliver this Agreement and to bind all legal and beneficial interests in the title to the Lands with the interests in land created hereby;
- (b) upon execution and delivery of this Agreement and registration thereof, the interests in land created hereby will encumber all legal and beneficial interests in the title to the Lands;
- (c) this Agreement will be fully and completely binding upon the Owner in accordance with its terms and the Owner will perform all of its obligations under this Agreement in accordance with its terms; and

- (d) the foregoing representations, warranties, covenants and agreement will have force and effect notwithstanding any knowledge on the part of the City whether actual or constructive concerning the status of the Owner with regard to the Lands or any other matter whatsoever.

**8.7 Sale of Lands or New Building.** Prior to the sale or transfer of any legal or beneficial interest in the Lands and/or the New Building or any part thereof (other than the transfer of an interest in the Lands by way of mortgage), subject always to Sections 2.1(e) and 2.1(f), the Owner will cause the purchaser/transferee to enter into an assumption agreement with the City, in form and substance satisfactory to the Director of Legal Services, pursuant to which the purchaser/transferee will agree to be bound by all of the obligations, agreements and indemnities of the Owner under this Agreement. Following execution and delivery of the acknowledgement and assumption agreement to the City and the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands. The provisions in this Section 8.7 will apply equally to all subsequent purchasers/transferees (other than the transfer of an interest in the Lands by way of mortgage).

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

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

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

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

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CB990798 and the Assignment of Rents registered under number CB990799;
- (b) **"Existing Chargeholder"** means MUSQUEAM CAPITAL CORP. As To An Undivided 6/10 Interest and TOWNLINE VENTURES LTD. As To An Undivided 4/10 Interest;
- (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.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) "Existing Charges" means the Right of First Refusal registered under number CB990801;
- (b) "Existing Chargeholder" means MUSQUEAM CAPITAL CORP. and TOWNLINE VENTURES LTD.;
- (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.

**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Lease registered under number CB1069071;
- (b) **"Existing Chargeholder"** means YMCA BC;
- (c) **"New Charges"** means the Housing Agreement and Section 219 Covenant contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the respective meanings ascribed to them in the attached Terms of Instrument - Part 2.

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

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

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

**END OF DOCUMENT**

**EXPLANATION****Authorization to enter into a Housing Agreement  
Re: 282 West 49<sup>th</sup> Avenue – Social Housing**

After public hearing on February 25, 2025, Council approved in principle the land owner's application to rezone the above noted property from CD-1 (103) By-law No. 4900 to a new CD-1 (Comprehensive Development) District to permit the development of a mixed-use development comprised of three buildings with heights of 8, 33 and 37 storeys; and residential, retail, service, institutional and cultural and recreational uses subject to, among other things, a Housing Agreement to secure all dwelling units in the 8-storey mixed-use building as social housing units 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  
May 19, 2026





Land Title Act

**Charge**

General Instrument – Part 1

1. Application

<b>DLA Piper (Canada) LLP</b> <b>1133 Melville Street, Suite 2700</b> <b>Vancouver BC V6E 4E5</b> <b>604 687-9444</b>
--------------------------------------------------------------------------------------------------------------------------------

MC/MLM/TAL/kgf  
 File No. 117521-00002  
 (Housing Agreement and Building Use \_Social Housing)

2. Description of Land

PID/Plan Number	Legal Description
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<b>007-595-573</b>	<b>LOT 4 BLOCK 1165 DISTRICT LOT 526 PLAN 16033</b>
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3. Nature of Interest

Type	Number	Additional Information
<b>COVENANT</b>		<b>Entire Instrument</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with one registration number less than this priority agreement over Mortgage CB990798 and Assignment of Rents CB990799 - Page 23</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with two registration numbers less than this priority agreement over Right of First Refusal CB990801 - Page 24</b>
<b>PRIORITY AGREEMENT</b>		<b>priority granted to Covenant with three registration numbers less than this priority agreement over Lease CB1069071 - Page 25</b>

4. Terms

Part 2 of this instrument consists of:

**(b) Express Charge Terms Annexed as Part 2**

5. Transferor(s)

**YMCA BC PROPERTIES FOUNDATION, NO.S0050351**

**MUSQUEAM CAPITAL CORP., NO.BC0829891, (AS TO PRIORITY ONLY)**

**TOWNLINE VENTURES LTD., NO.BC1174655, (AS TO PRIORITY ONLY)**

**YMCA BC, NO.S0077541, (AS TO PRIORITY ONLY)**

6. Transferee(s)

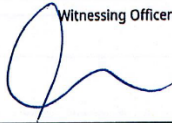
<b>CITY OF VANCOUVER</b> <b>453 WEST 12TH AVENUE</b> <b>VANCOUVER BC V5Y 1V4</b>
----------------------------------------------------------------------------------------



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  


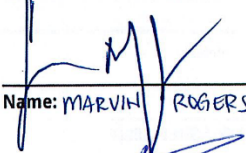
Execution Date  
 YYYY-MM-DD  
 2026-05-07

**CARA CHU**  
 Barrister & Solicitor  
 Fasken Martineau DuMoulin LLP  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3  
 604 631 3176

(as to the signature of  
 Marvin Rogers)

Transferor / Transferee / Party Signature(s)

**YMCA BC PROPERTIES FOUNDATION**  
 By their Authorized Signatory

  
 Name: MARVIN ROGERS

  
 Name: TONY BAENA

**Officer Certification**

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

Witnessing Officer Signature  
 \_\_\_\_\_

Execution Date  
 YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**MUSQUEAM CAPITAL CORP.**  
 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.



7. Additional or Modified Terms

8. Execution(s)

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

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

\_\_\_\_\_

YYYY-MM-DD

**YMCA BC PROPERTIES FOUNDATION**  
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.

Witnessing Officer Signature

Execution Date

Transferor / Transferee / Party Signature(s)

  
\_\_\_\_\_

YYYY-MM-DD  
2026-05-11

**MUSQUEAM CAPITAL CORP.**  
By their Authorized Signatory

  
**Name:** Wayne Sparrow

**Witnessed as to Execution Only**  
**No Legal Advice Sought or Given**

\_\_\_\_\_  
**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

**Taylor Lingl**  
Barrister & Solicitor  
**DLA Piper (Canada) LLP**  
1133 Melville Street, Suite 2700  
Vancouver, BC V6E 4E5  
604.687.9444

Execution Date

YYYY-MM-DD  
2026-05-07

Transferor / Transferee / Party Signature(s)

**TOWNLINE VENTURES LTD.**  
By their Authorized Signatory

  
**Name:** Dan Jekubik

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

**Officer Certification**

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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**YMCA BC**  
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.



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

Witnessing Officer Signature

\_\_\_\_\_

Execution Date

YYYY-MM-DD

YYYY-MM-DD

Transferor / Transferee / Party Signature(s)

**TOWNLINE VENTURES LTD.**  
 By their Authorized Signatory

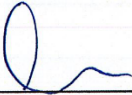
Name: \_\_\_\_\_

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.

Witnessing Officer Signature



\_\_\_\_\_

**CARA CHU**  
 Barrister & Solicitor  
 Fasken Martineau DuMoulin LLP  
 2900 - 550 Burrard Street  
 Vancouver, BC V6C 0A3  
 604 631 3176

(as to the signature of  
 Marvin Rogers)

Execution Date

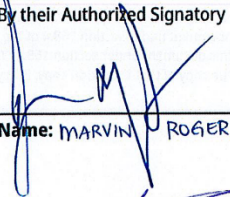
YYYY-MM-DD

2026-05-07

YYYY-MM-DD  
  
2026-05-07

Transferor / Transferee / Party Signature(s)

**YMCA BC**  
 By their Authorized Signatory



\_\_\_\_\_

Name: MARVIN ROGERS



\_\_\_\_\_

Name: TONY BAENA

**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
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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**  
**(Social Housing)**

**282 WEST 49<sup>TH</sup> AVENUE**

**WHEREAS:**

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

- (i) the Transferor, **YMCA BC Properties Foundation**, is called the "Owner" as more particularly defined in Section 1.1(v); and
- (ii) the Transferee, **City of Vancouver**, is called the "City" or the "City of Vancouver" when referring to the corporate entity and "Vancouver" when referring to the geographic location;

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

C. The Owner made an application to rezone the Lands from CD-1 (103) By-law No. 4900 to a new CD-1 (Comprehensive Development) District (the "**Rezoning**") to permit construction of a new mixed-use development with a total floor area of 53,928 sq. m (580,472 sq. ft.); building heights of 8, 33 and 37 storeys; and residential, retail, service, institutional and cultural and recreational uses, and after a public hearing to consider the rezoning application, the rezoning application was approved by City Council in principle subject to, *inter alia*, fulfilment of the following conditions:

"2.11 Make arrangements to the satisfaction of the General Manager of Planning, Urban Design and Sustainability (or successor in function), and the Director of Legal Services to enter into a Housing Agreement and a Section 219 Covenant securing all dwelling units in the 8-storey mixed-use building as social housing in perpetuity, which will contain the following terms and conditions:

- (a) A no separate-sales covenant;
- (b) A no stratification covenant;
- (c) That the social housing units will be legally and beneficially owned by one or more non-profit corporations, or by or on behalf of the City, the Province of British Columbia, or Canada as a single legal parcel and used only to provide rental housing for terms of not less than one month at a time and prohibiting the separate sale or transfer of legal or beneficial ownership of any such units;
- (d) A requirement that not less than 30% of the social housing units will be occupied only by households with incomes below the current applicable Housing Income Limits, as set out in the current "Housing Income Limits" table published by the British Columbia Housing Management Commission, or equivalent publication, and each rented at a rate no

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Housing Agreement (Social Housing)  
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higher than 30% of the aggregate household income of the members of the household occupying such social housing unit;

- (e) A requirement that such units to be used for "social housing", as that term is defined in the Vancouver Development Cost Levy By-law No. 9755; and
- (f) Such other terms and conditions at the General Manager of Planning, Urban Design and Sustainability) or successor in function) and the Director of Legal Services may in their sole discretion require.

Note to Applicant: This condition will be secured by a Section 219 Covenant and a Housing Agreement to be entered into with the City by by-law enacted pursuant to Section 565.2 of the Vancouver Charter. Note to Applicant: A Right of First Refusal, Option to Purchase, and Option to Lease agreement are required as described in Condition 2.19 below.

- 2.12 The owner is responsible for demonstrating that they will create, implement and comply with a Building Maintenance Plan ("Plan") for the social housing floor space, to the satisfaction of the General Manager of Planning, Urban Design, and Sustainability. The Plan will include, at a minimum, the following elements:
- (a) A commitment to plan and carry out effective and efficient property management, maintenance and capital replacement of the building;
  - (b) Ensure financial viability and sustainability of the property ensuring adequate income/funds to meet costs over the life of the building;
  - (c) Require the owner to maintain a capital replacement reserve that is adequately funded from the operating budget (i.e. does not rely on government funding); and
  - (d) The owner/operator is responsible for the ongoing maintenance of the building over its full operational life.

Note to Applicant: The final plan is to be submitted by the non-profit housing operator and will be required prior to the issuance of the occupancy permit(s) for the applicable building. At the request of the City, from time to time, the Owner will make the Plan including the capital maintenance plan available to the City."

(together, the "Social Housing Condition"); and

D. The Owner and the City are now entering into this Agreement to satisfy the Social 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 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 INTERPRETATIONS

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Housing Agreement (Social Housing)  
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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) "Approving Officer" means the person appointed pursuant to the provisions of the *Land Title Act* as the approving officer for land within the City of Vancouver and includes the deputy to the Approving Officer and any employee of the City acting, or who has acted, as the nominee, delegate or agent of that person;
- (c) "Building" means any new building or structure to be built on the Lands 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;
- (d) "Building Maintenance and Capital Asset Plan" means a building maintenance plan for the New Building in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability, acting reasonably, which includes, at minimum, the following elements:
  - (i) a commitment to plan and carry out effective and efficient property management, maintenance and capital replacement of the New Building to the standard of a reasonable and prudent owner of similar buildings in Vancouver, reasonable wear and tear excepted;
  - (ii) ensures financial viability and sustainability of the New Building ensuring adequate income/funds to meet costs over the life of the New Building to the standard of a reasonable and prudent owner of similar buildings in Vancouver, reasonable wear and tear excepted;
  - (iii) requires the Owner to maintain a capital replacement reserve that is adequately funded from the operating budget (ie. does not rely on government funding); and
  - (iv) the Owner or operator of the New Building is responsible for the ongoing maintenance of the New Building over its full operational life;
- (e) "City" and "City of Vancouver" are defined in Recital A(ii);
- (f) "City Manager" means the chief administrator from time to time of the City and his/her successors in function and their respective nominees;
- (g) "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;

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- (h) **“Commencement Date”** means the date as of which this Agreement has been submitted to the Land Title Office;
- (i) **“Development”** means the development on the Lands described in Recital C as contemplated by the Rezoning;
- (j) **“Development Permit”** means a development permit issued by the City authorizing development on the Lands or any portion of the Lands as contemplated by the Rezoning at any time following the date this Agreement is fully executed by the parties;
- (k) **“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;
- (l) **“Dwelling Unit”** has the meaning set out in the City’s Zoning and Development By-law No. 3575, as amended or replaced from time to time;
- (m) **“General Manager of Planning, Urban Design and Sustainability”** means the chief administrator from time to time of the Planning, Urban Design and Sustainability Department of the City and his/her successors in function and their respective nominees;
- (n) **“Housing Income Limit”** or **“HIL”** means the income required to pay the average market rent for an appropriately sized unit in the private market in Vancouver, determined annually by the British Columbia Housing Management Commission or its successors in function, which is derived from the Canada Mortgage and Housing Corporation’s Annual Rental Market Survey or an equivalent publication (as approved by the General Manager of Planning, Urban Design and Sustainability);
- (o) **“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;
- (p) **“Lands”** means the lands described in Item 2 in the Form C attached hereto; provided, however, that if the Lands are at any time subdivided (including by air space parcel subdivision), and this Agreement is thereafter discharged from one or more of the resulting legal parcels, then **“Lands”** will thereafter mean only the part of the Lands within the legal parcel(s) against which it remains registered;
- (q) **“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, liabilities and expenses of every nature or kind whatsoever, and indirect or consequential damages (including loss of profit and loss of use and damages arising out of delays);
- (r) **“New Building”** means the new Building to be built on the Lands (and, following Subdivision, to be contained within the Social Housing Parcel)

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containing the Social Housing Units as contemplated by the Development Permit, and includes any portion of any such Building, but does not include: (i) temporary Buildings or structures on the Lands during the period of, and required for the purposes of, any construction contemplated by the Development Permit; and (ii) any other Buildings on the Lands including without limitation the Buildings containing the market rental and strata units;

- (s) **"Occupancy Permit"** means a permit issued by the City authorizing the use and occupation of any Building, development or partial development on the Lands, as the context requires;
- (t) **"Option to Lease"** means the City's right to lease the Social Housing Units and acquire any necessary rights of access and support, as set out in the Option to Lease Agreement submitted to the Land Title Office on or after the Commencement Date for registration against title to the Lands;
- (u) **"Option to Purchase"** means the City's right to purchase the Social Housing Units and acquire any necessary rights of access and support, as set out in the Option to Purchase Agreement submitted to the Land Title Office on or after the Commencement Date for registration against title to the Lands;
- (v) **"Owner"** means the Transferor, YMCA BC PROPERTIES FOUNDATION, and any successors in title to the Lands or a portion of the Lands;
- (w) **"Permitted Transferee"** means one or more entity(ies) that is:
  - (i) a non-profit corporation, a non-profit co-operative association, the City, a First Nation(s), a First Nation(s) Corporation, the Province of British Columbia, Canada or any combination thereof; or
  - (ii) such other entity as is permitted to own and operate "social housing" pursuant to the Vancouver Development Cost Levy Bylaw No. 9755, as in effect at the time of the transfer;
- (x) **"Rental Housing"** means a Dwelling Unit which is not occupied by the registered or beneficial owner of the same, but which is made available by such owner to the general public, at arm's length, for use as rental accommodation on a month-to-month or longer basis in accordance with this Agreement, and pursuant to 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;
- (y) **"Replacement Social Housing Unit"** has the meaning ascribed to that term in section 2.1(b) and **"Replacement Social Housing Units"** means all of such units;
- (z) **"Residential Tenancy Act"** means the Residential Tenancy Act S.B.C. 2002, c. 78, as may be amended or replaced from time to time;

- (aa) **“Rezoning”** means the rezoning of the Lands as described in Recital C;
- (bb) **“ROFR”** means the City’s Right of First Refusal with respect to the purchase or lease of the Social Housing Units, as set out in the Right of First Refusal Agreement submitted to the Land Title Office on or after the Commencement Date for registration against title to the Lands;
- (cc) **“Social Housing”** has the meaning ascribed to that term in the Vancouver Development Cost Levy By-law No. 9755, namely Rental Housing:
  - (i) in which at least 30% of the dwelling units are occupied by households with incomes below housing income limits, as set out in the current “Housing Income Limits” table published by the British Columbia Housing Management Commission, or equivalent publication;
  - (ii) which is owned by one or more non-profit corporations, non-profit cooperative associations, or by or on behalf of the City, the Province of British Columbia or Canada or by any combination thereof, provided any such combination is permitted under the Vancouver Development Cost Levy By-law No. 9755 and the Vancouver Zoning and Development By-law No. 3575 or such entity as is permitted to own “social housing” pursuant to the Vancouver Development Cost Levy By-law No. 9755 and the Vancouver Zoning and Development By-law No. 3575; and
  - (iii) in respect of which the registered owner or ground lessee of the freehold or leasehold title to the land on which the housing is situate has granted to the City a Section 219 covenant, housing agreement, or other security for the housing commitments required by the City, registered against the freehold or leasehold title, with such priority of registration as the City may require;
- (dd) **“Social Housing Condition”** has the meaning ascribed to that term in Recital C;
- (ee) **“Social Housing Parcel”** means the parcel or remainder following the Subdivision, which will contain, *inter alia*, all of the Social Housing Units;
- (ff) **“Social Housing Units”** has the meaning ascribed to that term in Section 2.1(b), and **“Social Housing Unit”** means any one of such Social Housing Units;
- (gg) **“Subdivision”** means a subdivision of the Lands (including by the deposit of an air space subdivision plan) to enable all of the Social Housing Units to be contained within the Social Housing Parcel;
- (hh) **“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 New Building is demolished or substantially destroyed; and

- (ii) 60 years from the date when the final Occupancy Permit is issued for the New Building; and
- (ii) "**Vancouver Charter**" means the Vancouver Charter S.B.C. 1953, c. 55, as may be amended or replaced from time to time.

1.2 Interpretation. In this Agreement:

- (a) Party. Any reference to a party herein will be deemed to include the heirs, executors, administrators, successors, assigns, employees, servants, agents, officers, contractors, licensees and invitees of such parties wherever the context so permits or requires.
- (b) Singular; Gender. Wherever the singular or masculine or neuter is used in this Agreement, the same will be construed to mean the plural or the feminine or body corporate or politic, and vice versa, as the context or the parties so require.
- (c) Captions and Headings. The captions and headings appearing in this Agreement have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Agreement or any of the provisions hereof.
- (d) References. References to the or this "**Agreement**" and the words "**hereof**" "**herein**" and similar words refer to this Agreement as a whole and not to any section or subsection or other subdivision hereof and any reference in this Agreement to a designated Recital, Section, subsection or other subdivision is a reference to the designated Recital, Section, subsection or subdivision hereof.
- (e) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in British Columbia. Any reference to a statute is to the statute and its regulations in force on the 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 with the City, in respect of the use of the Lands and the construction and use of the New Building, that throughout the Term that:
- (a) 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 design, construct, equip and finish within the New Building not less than 88 Dwelling Units, as more particularly approved in the Development Permit, all of which will be for use only as Social Housing (the “**Social Housing Units**”), in accordance with the Development Permit, any building permit issued pursuant thereto and the requirements 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 as initially constructed, 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 New Building or replacement building(s) will contain not less than the same number and type of replacement Social Housing Units as the New Building formerly contained (each such replacement Social Housing Unit hereinafter referred to as a “**Replacement Social Housing Unit**”) and will be subject, for the remaining duration of the Term, to the same use restrictions as the Social Housing Units and the New Building are pursuant to this Agreement;
  - (c) the Dwelling Units in the New Building will be used only in a manner that ensures its continued compliance with the definition of Social Housing, and for certainty, the New Building may also be used for the operation of a community centre or neighbourhood house, as contemplated in the Rezoning;
  - (d) after the issuance of the initial Occupancy Permit for the New Building and thereafter throughout the remainder of the Term, not less than 30% of the Social Housing Units will be:
    - (i) occupied only by households with incomes below the then current applicable HIL; and
    - (ii) each rented at a rate no higher than 30% of the aggregate household income of the members of the household occupying such Social Housing Unit;
  - (e) the Social Housing Units will only be used for the purpose of providing Rental Housing;
  - (f) 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 Social Housing Unit to be sold or otherwise transferred unless:

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- (i) every Social Housing Unit is sold or otherwise transferred together and as a block to the same one or more legal and beneficial owner(s) as to an undivided legal and/or beneficial interest; and
  - (ii) the sale or transfer is to a Permitted Transferee or it otherwise obtains the express written consent of the City;
- (g) subject to Section 7.1, it will not suffer, cause or permit the Lands, or any part thereof, to be subdivided by strata plan or air space plan without the prior written consent of the City, which consent may be arbitrarily withheld;
- (h) any sale or other transfer of title to a Social Housing Unit in contravention of the covenant in Section 2.1(f), and any subdivision of the Lands 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) the Social Housing Units will only be rented on a month-to-month or longer basis and in no case for less than one month at a time;
- (j) after the issuance of the initial Occupancy Permit for the New Building and thereafter throughout the remainder of the Term, all of the Social Housing Units will be owned by the same one or more non-profit corporations, non-profit co-operative associations, or by or on behalf of the City, the Province of British Columbia or Canada or by any combination thereof, provided any such combination is permitted under the Vancouver Development Cost Levy By-law No. 9755 and the City of Vancouver Zoning and Development By-law No. 3575;
- (k) it will insure, or cause to be insured, the Lands and the New Building 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; and
- (l) it will keep and maintain the Lands and the New Building and all parts thereof in good repair and in a safe, clean, neat and tidy condition. If the Lands or the New Building or any part thereof is damaged, the Owner will promptly restore and repair the same whenever and as often as damage occurs, to at least as good a state and condition as existed before such damage occurred, reasonable wear and tear excepted;
- (m) it will not incur, grant or suffer to exist any Security Interest with respect to the Lands, other than for reasonable on-site capital funding, renewal and improvement of the New Building and any such Security Interest will be subject to prior approval by City Council unless such Security Interest will be discharged or released either (i) prior to issuance of the initial Occupancy Permit for the New Building, or (ii) within 60 days following the issuance of the initial Occupancy Permit for the New Building pursuant to solicitor undertakings given by the Owner's solicitors that are acceptable to the City;

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- (n) it will inform the City of any financial or other agreements in place with respect to delivery, ownership or operation of the New Building in the case of private development partnerships with non-profit organizations and will provide copies of such agreements to the City upon request, unless such financial or other agreement will be terminated or released either (i) prior to issuance of the initial Occupancy Permit for the New Building, or (ii) within 60 days following the issuance of the initial Occupancy Permit for the New Building pursuant to solicitor undertakings given by the Owner's solicitors that are acceptable to the City; and
- (o) it will ensure that that the Building Maintenance and Capital Asset Plan is implemented and complied with, to the satisfaction of the General Manager of Planning, Urban Design and Sustainability.

**ARTICLE 3  
OCCUPANCY RESTRICTION ON THE LANDS**

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

- (a) the Lands and the New Building will not be used or occupied except as follows:
  - (i) the Owner will not apply for any Occupancy Permit in respect of, and will not suffer or permit the occupation of, any part of any Building on the Lands (except for the Social Housing Units) and will take no action, directly or indirectly, to compel the issuance of any Occupancy Permit for any part of any Building on the Lands (except for the Social Housing Units), until such time as the Owner is able to apply for an Occupancy Permit for all of the Social Housing Units; and
  - (ii) the Owner has delivered, to the General Manager of Planning, Urban Design and Sustainability, in form and substance satisfactory to the General Manager of Planning, Urban Design and Sustainability:
    - A. a final rent roll confirming the rents to be charged to the first occupants, listed by unit bedroom type, of the Social Housing Units following issuance of the Occupancy Permit for the New Building satisfy the requirements of Section 2.1(d);
    - B. evidence the unit type mix and size of the constructed, equipped and finished Social Housing Units satisfy the requirements set out in the Development Permit; and
    - C. the Building Maintenance and Capital Asset Plan; and
- (b) the City will be under no obligation to issue any Occupancy Permit for the New Building or any part thereof, notwithstanding completion of construction of the New Building until such time as the Owner has complied with Section 3.1(a).

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- 3.2 Without limiting the general scope of ARTICLE 6, the Owner does hereby waive, remise and release absolutely any and all claims against the City and City Personnel for any Losses that may derive from the withholding of an Occupancy Permit until there is compliance with the provisions of this ARTICLE 3, except to the extent such Losses are the result of the gross negligence or wrongful intentional acts of the City or the City Personnel.

**ARTICLE 4  
RECORD KEEPING AND BUILDING MAINTENANCE AND CAPITAL ASSET PLAN**

- 4.1 The Owner will keep accurate records pertaining to the use and occupancy of the Social Housing Units. Such records will be to the satisfaction of the City (provided that the Owner is only required to keep records for any particular tenant of a Social Housing Unit for a period of seven (7) years from the date on which such tenant has vacated a Social Housing Unit). At the request of the City, from time to time, the Owner will make such records 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.
- 4.2 Every five years during the Term, or such other frequency and timing as may be agreed upon between the City and the Owner in writing, the Owner will provide a report summarizing compliance with the Building Maintenance and Capital Asset Plan to the City. Upon request of the City from time to time the Owner will provide the City Personnel with access to the Building to monitor compliance with the Building Maintenance and Capital Asset Plan.

**ARTICLE 5  
ENFORCEMENT**

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

**ARTICLE 6  
RELEASE AND INDEMNITY**

- 6.1 Release and Indemnity. Subject to Section 3.2, 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:

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- A. reviewing, accepting or approving the design, specifications, materials and methods for construction, maintenance or repair 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;

except to the extent such Losses are the result of the gross negligence or 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 release of any of all of the City's rights under this Agreement or the loss or of any rights purported to be granted hereby, except if such release or loss is expressly agreed to by the City;
- (iii) the City or City Personnel:
  - A. reviewing, accepting or approving the design, specifications, materials and methods for construction, maintenance or repair 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 or other right granted to the City pursuant to this Agreement;
- (iv) any negligent act or omission or wilful misconduct of the Owner or any of the Owner's Personnel in connection with the observance and performance of the obligations of the Owner under this Agreement; or

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

except to the extent such Losses are the result of the gross negligence or wrongful intentional acts of the City or the City Personnel.

The indemnities in this ARTICLE 6 will be both personal covenants of the Owner (subject to Section 9.1) and integral parts of the Section 219 covenants granted in this Agreement.

## 6.2 Conduct of Proceedings.

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

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

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

timely fashion, the party having conduct of the proceedings will join the other party as a third party to the proceedings.

- 6.3 Survival of Release and Indemnities. The release and indemnities in this Article 6 will remain effective, and survive any modification of, or partial release or release of the covenants created by this Agreement, and any termination of this Agreement, whether by fulfilment of the covenants contained in this Agreement or otherwise, provided that the Owner will not be liable for failing to comply with any obligations set out in this Agreement, or any Losses incurred or sustained by the City or City Personnel, solely relating or arising in relation to any period after which the Owner ceases to be the owner of the Lands.

## ARTICLE 7 SUBDIVISION OF THE LANDS

- 7.1 Subdivision of the Lands: Notwithstanding Section 2.1(g):
- (a) subject to compliance by the Owner with all applicable requirements of the City's Approving Officer and the City's elected Council, this Agreement and all applicable laws and by-laws, the City will not unreasonably withhold its consent to a Subdivision to enable, *inter alia*, all of the Social Housing Units to be contained within the Social Housing Parcel; and
  - (b) following such Subdivision and the issuance of an Occupancy Permit for the Social Housing Parcel, the Owner may apply to the City for a discharge of this Agreement with respect to any legal parcel other than the Social Housing Parcel, and the City will on request of the Owner execute and deliver a registrable discharge of this Agreement in respect of such other parcel(s), provided that:
    - (i) the Director of Legal Services is satisfied that such discharge will not unreasonably alter, restrict or limit the City's rights and the Owner's agreements and obligations in respect of the Social Housing Units or in respect of the Social Housing Parcel pursuant to this Agreement;
    - (ii) any such discharge will be in form and substance acceptable to the Director of Legal Services and will be prepared by the Owner at its cost;
    - (iii) the City will have a reasonable amount of time to execute and return any such discharge; and
    - (iv) the preparation and registration of the any such discharge will be without cost to the City.
- 7.2 Discharge: Following any such subdivision and discharge in accordance with Section 7.1, this Agreement will be read and applied so that the obligations herein, except those set out in ARTICLE 3, will apply only to the Social Housing Parcel.

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**ARTICLE 8  
NOTICES**

8.1 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:

(a) If to the City:

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

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

(b) If to the Owner, addressed to it at the address shown on title to the Lands, or applicable part thereof,

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.

**ARTICLE 9  
MISCELLANEOUS**

9.1 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. Upon the sale or transfer of the legal or beneficial interest in the Lands, the parties agree that the covenants and agreements herein contained shall only be binding upon the transferring party in respect of a breach or acts or omissions occurring during its ownership of the Lands, and the transferring party shall otherwise be released from all covenants and agreements herein contained following such sale or transfer of the legal or beneficial interest in the Lands.

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- 9.2 Agreement to be a First Charge. 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 Rezoning or Development Permit; and
  - (c) which the Director of Legal Services has determined, in his or her sole discretion, may rank in priority to the registrable interests in land granted pursuant to this Agreement.
- 9.3 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.
- 9.4 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.
- 9.5 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.
- 9.6 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 as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter*.
- 9.7 Perfection of Intention. The Owner shall, after execution hereof, do or cause to be done at its own cost and expense all things and acts necessary to ensure that this Agreement is noted on title to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against title to the Lands with priority over all other encumbrances except those in favour of the City.

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

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

9.9 Sale of Lands or New Building. Subject to Sections 2.1(f) and 2.1(g), the Option to Purchase, the Option to Lease and the ROFR, prior to the sale or transfer of any legal or beneficial interest, other than the transfer of an interest by way of a mortgage which is granted either:

- (a) prior to the issuance of the initial Occupancy Permit for the New Building (which mortgage will, for certainty, be discharged either (i) prior to issuance of the initial Occupancy Permit for the New Building, or (ii) within 60 days following the issuance of the initial Occupancy Permit for the New Building pursuant to solicitor undertakings given by the Owner's solicitors that are acceptable to the City); or
- (b) after the issuance of the initial Occupancy Permit for the New Building as contemplated by Section 2.1(m),

where the mortgagee has first granted the Section 219 Covenants contained herein priority, in form and substance satisfactory to the City, over its mortgage or such mortgage has been registered after the Section 219 Covenants, the Owner of the Lands and the New Building 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 such Owner under this Agreement. The provisions in this Section will apply equally to all subsequent purchasers/transferees.

9.10 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.

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

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### CONSENT AND PRIORITY INSTRUMENT

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Mortgage registered under number CB990798 and the Assignment of Rents registered under number CB990799;
- (b) **“Existing Chargeholder”** means MUSQUEAM CAPITAL CORP., as to an Undivided 6/10 Interest and TOWNLINE VENTURES LTD., as to an Undivided 4/10 Interest;
- (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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

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**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Right of First Refusal registered under number CB990801;
- (b) **“Existing Chargeholder”** means MUSQUEAM CAPITAL CORP. and TOWNLINE VENTURES LTD.;
- (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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

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**CONSENT AND PRIORITY INSTRUMENT**

In this consent and priority Agreement:

- (a) **“Existing Charges”** means the Lease registered under number CB1069071;
- (b) **“Existing Chargeholder”** means YMCA BC;
- (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 Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

**END OF DOCUMENT**

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Housing Agreement (Social Housing)  
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**EXPLANATION****A By-law to amend Zoning and Development By-law No. 3575  
regarding a new C-2A district and other miscellaneous amendments**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Zoning and Development By-law regarding a new C-2A commercial mixed-use district schedule, rezoning of certain properties to C-2A that are currently zoned C-2, C-2B, C-2C and C-2C1, and other miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend Zoning and Development By-law No. 3575  
regarding a new C-2A district and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law No. 3575.
  2. Council adds a new C-2A District Schedule, as attached to this by-law as Schedule A.
  3. This by-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plans attached as Schedule B to this by-law, and incorporates Schedule B into Schedule D of By-law No. 3575.
  4. The areas shown within the heavy black outlines on Schedule B to this by-law are rezoned and moved to the C-2A district.
  5. In section 2:
    - (a) in the definition of Rental Housing Unit, Council:
      - (i) renumbers subsections (i) through (s) as subsections (j) through (t); and
      - (ii) inserts a new subsection (i) as follows:

“(i) section 2.2.4 of the C-2A District Schedule;”.
    - (b) adds a new definition for Transit-Oriented Area in the correct alphabetical order as follows:

“

Transit-Oriented Area	An area designated as a transit-oriented area under the Transit-Oriented Areas Designation By-law.
-----------------------	----------------------------------------------------------------------------------------------------

”.
6. In section 4.3.13, Council adds “C-2A,” after “C-2,”.
7. In section 9.1.1, under the heading “Commercial”, Council adds “C-2A” below “C-2”.
8. In section 10, Council adds a new section 10.38 in the correct numerical order as follows:

**“10.38 Uses That Are Only Permitted if Existing as of a Specific Date**

10.38.1 Despite the maximum density and maximum building height set out in this by-law, the maximum density and maximum building height that apply to uses that are only permitted if they existed as of a specific date, as set out in section 2.1 of the applicable district schedule, are the maximum density and maximum building height that were permitted as of that date.”.

9. In section 1.1 of the R3 Districts Schedule, Council:

- (a) in subsection (b)(ii), strikes out “;” and substitutes “; and”;
- (b) in subsection (c)(ii), strikes out “;” and substitutes “.”; and
- (c) strikes out subsection (d).

10. In section 1.1 of the R4 District Schedule and the R5 Districts Schedule, Council:

- (a) in subsection (d), strikes out “;” and substitutes “; and”;
- (b) in subsection (e), strikes out “; and” and substitutes “.”; and
- (c) strikes out subsection (f).

11. In the following sections of the following district schedules, Council strikes out “Community care or assisted living facility - class A is subject to the regulations, variations and relaxations that apply to single detached house.” and substitutes “Community care or assisted living facility - class A must comply with the regulations that apply to this use in the R1-1 district.”:

- (a) section 2.2.8 of the RA-1 District Schedule;
- (b) section 2.2.5 of the RT-1 District Schedule;
- (c) section 2.2.5 of the RT-2 District Schedule;
- (d) section 2.2.6 of the RT-3 District Schedule;
- (e) section 2.2.4 of the RT-4 and RT-4A Districts Schedule;
- (f) section 2.2.12 of the RT-5 District Schedule;
- (g) section 2.2.9 of the RT-7 District Schedule;
- (h) section 2.2.6 of the RT-8 District Schedule;
- (i) section 2.2.10 of the RT-9 District Schedule;
- (j) section 2.2.4 of the RT-10 District Schedule;

- (k) section 2.2.10 of the RT-11 District Schedule;
- (l) section 2.2.6 of the RM-2 District Schedule;
- (m) section 2.2.6 of the RM-3 District Schedule;
- (n) section 2.2.6 of the RM-4 District Schedule;
- (o) section 2.2.12 of the RM-5, RM-5A, RM-5B, RM-5C, and RM-5D Districts Schedule;
- (p) section 2.2.14 of the RM-8 and RM-8A Districts Schedule;
- (q) section 2.2.11 of the RM-9A District Schedule;
- (r) section 2.2.10 of the RM-9 and RM-9B Districts Schedule;
- (s) section 2.2.10 of the RM-10 District Schedule;
- (t) section 2.2.14 of the RM-12 District Schedule; and
- (u) section 2.2.8 of the C-2C1 District Schedule.

12. In the following sections of the following district schedules, Council strikes out “Community care or assisted living facility - class A is subject to the regulations, variations, and relaxations that apply to single detached house.” and substitutes “Community care or assisted living facility - class A must comply with the regulations that apply to this use in the R1-1 district.”:

- (a) section 2.2.5 of the RM-1 District Schedule;
- (b) section 2.2.6 of the RM-3A District Schedule;
- (c) section 2.2.12 of the RM-7 and RM-7A Districts Schedule; and
- (d) section 2.2.6 of the FM-1 District Schedule.

13. In section 2.2.12 of the RM-11 District Schedule, Council strikes out “Community care or assisted living facility - class A is subject to the regulations, variations and relaxations that apply to a single detached house.” and substitutes “Community care or assisted living facility - class A must comply with the regulations that apply to this use in the R1-1 district.”

14. In the C-2 District Schedule, Council:

- (a) strikes out section 3.1.2.2 and substitutes the following:

“

3.1.2.2 Minimum front yard depth	2.5 m
----------------------------------	-------

”.

- (b) strikes out section 3.2.2.1;
- (c) renumbers sections 3.2.2.2 through 3.2.2.14 as sections 3.2.2.1 through 3.2.2.13, respectively;
- (d) strikes out section 3.2.2.2 and substitutes the following:
 

“

3.2.2.2	Minimum front yard depth	2.5 m
---------	--------------------------	-------

”;
- (e) in section 3.2.2.5, strikes out “section 3.2.2.2(a)” and substitutes “section 3.2.2.1(a)”;
- (f) in section 3.2.2.7, strikes out “section 3.2.2.4(c)” and substitutes “section 3.2.2.3(c)”;
- (g) in section 3.2.2.8:
  - (i) strikes out “section 3.2.2.4” and substitutes “section 3.2.2.3”,
  - (ii) strikes out “section 3.2.2.8” and substitutes “section 3.2.2.7”, and
  - (iii) strikes out “section 3.2.2.3” and substitutes 3.2.2.2;
- (h) in section 3.2.2.9:
  - (i) strikes out “section 3.2.2.4(a)” and substitutes “section 3.2.2.3(a)”, and
  - (ii) strikes out “section 3.2.2.4(b)” and substitutes “section 3.2.2.3(b)”;
- (i) in section 3.2.2.10, strikes out “section 3.2.2.5(a)” and substitutes “section 3.2.2.4(a)”;
- (j) in section 3.1.2.11, strikes out “section 3.2.2.5(b)” and substitutes “section 3.2.2.4(b)”;
- (k) strikes out Maps 1, 1A, 1B, 1C, 1D, 1E, 2 and 3 and substitutes the maps attached to this by-law as Schedule C.

15. In the C-2B District Schedule, Council:

- (a) in section 3.1:
  - (i) strikes out subsection (a), and
  - (ii) renumbers subsections (b) through (e) as subsections (a) through (d), respectively; and
- (b) strikes out Maps 1, 1A, 1B, 1C, 1D, and 1E.



# Schedule A

## C-2A

### District Schedule

#### 1 INTENT AND OVERVIEW

##### 1.1 Intent

The intent of this schedule is to provide for a wide range of commercial uses serving both local and city-wide needs in commercial and mixed-use residential buildings. This schedule emphasizes building design that promotes compatibility among uses, ensures liveability, limits impact on adjacent residential sites, and contributes to pedestrian interest and amenity. In addition, this schedule encourages mixed-use residential buildings that contain secure rental housing by including provisions for residential rental tenure buildings.

##### 1.2 Overview

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

Minimum Site Area	Use	Density, Form and Placement Regulations
--	All uses in section 2.1 of this schedule	3.1
Regulated by the R1-1 district	Community Care or Assisted Living Facility - Class A	Regulated by the R1-1 district

#### 2 USE REGULATIONS

##### 2.1 Outright and Conditional Approval Uses

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

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

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

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

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

<b>Use</b>	<b>Approval</b>	<b>Use-Specific Regulations</b>
<b>Agricultural Uses</b>		
Urban Farm - Class B	Conditional	
<b>Cultural and Recreational Uses</b>		
Arcade	Conditional	2.2.1
Artist Studio - Class A	Outright	2.2.1
Artist Studio - Class B	Conditional	2.2.1
Arts and Culture Event	Outright	2.2.1
Billiard Hall	Conditional	2.2.1
Bowling Alley	Conditional	2.2.1
Club	Conditional	2.2.1
Community Centre or Neighbourhood House	Conditional	2.2.1
Fitness Centre	Conditional	2.2.1
Hall	Conditional	2.2.1
Library	Outright	2.2.1
Museum or Archives	Outright	2.2.1
Park or Playground	Conditional	
Rink	Outright	2.2.1
Swimming Pool	Outright	2.2.1
Theatre	Conditional	2.2.1
Zoo or Botanical Garden	Conditional	2.2.1
<b>Dwelling Uses</b>		
Duplex, existing as of [enactment date]	Conditional	
Mixed-Use Residential Building	Conditional	2.2.2, 2.2.3, 2.2.4
Multiple Conversion Dwelling, existing as of [enactment date]	Conditional	

<b>Use</b>	<b>Approval</b>	<b>Use-Specific Regulations</b>
Multiple Dwelling, existing as of [enactment date]	Conditional	
Principal Dwelling Unit with Lock-Off Unit	Conditional	<a href="#">2.2.5</a>
Residential Unit associated with and forming an integral part of an Artist Studio, existing as of [enactment date]	Conditional	
Seniors Supportive or Independent Living Housing, existing as of [enactment date]	Conditional	
Single Detached House, existing as of [enactment date]	Conditional	
<b>Institutional Uses</b>		
Ambulance Station	Conditional	<a href="#">2.2.1</a>
Child Day Care Facility	Conditional	<a href="#">2.2.1</a>
Church	Conditional	<a href="#">2.2.1</a>
Community Care or Assisted Living Facility - Class A	Conditional	<a href="#">2.2.1</a> , <a href="#">2.2.6</a>
Community Care or Assisted Living Facility - Class B	Conditional	<a href="#">2.2.1</a>
Detoxification Centre	Conditional	<a href="#">2.2.1</a>
Group Residence	Conditional	<a href="#">2.2.1</a>
Hospital	Conditional	<a href="#">2.2.1</a>
Public Authority Use	Conditional	<a href="#">2.2.1</a>
School - Elementary or Secondary	Conditional	<a href="#">2.2.1</a>
School - University or College	Conditional	<a href="#">2.2.1</a>
Social Service Centre	Conditional	<a href="#">2.2.1</a>
<b>Manufacturing Uses</b>		
Clothing Manufacturing	Conditional	<a href="#">2.2.1</a>
Jewellery Manufacturing	Conditional	<a href="#">2.2.1</a>
Miscellaneous Products Manufacturing - Class B	Conditional	<a href="#">2.2.1</a>
Printing and Publishing	Conditional	<a href="#">2.2.1</a>
Textile or Knit Goods Manufacturing	Conditional	<a href="#">2.2.1</a>
<b>Office Uses</b>		
Financial Institution	Outright	<a href="#">2.2.1</a>
General Office	Outright	<a href="#">2.2.1</a>
Health Care Office	Outright	<a href="#">2.2.1</a>
Health Enhancement Centre	Conditional	<a href="#">2.2.1</a>
Temporary Sales Office	Outright	<a href="#">2.2.1</a>
<b>Parking Uses</b>		
Parking Uses	Conditional	

<b>Use</b>	<b>Approval</b>	<b>Use-Specific Regulations</b>
<b>Retail Uses</b>		
Cannabis Store	Conditional	<a href="#">2.2.1</a>
Farmers' Market	Conditional	<a href="#">2.2.7</a>
Furniture or Appliance Store	Conditional	<a href="#">2.2.1</a>
Gasoline Station - Full Serve	Conditional	
Gasoline Station - Split Island	Conditional	
Grocery or Drug Store, except for Small-Scale Pharmacy	Outright	<a href="#">2.2.1</a>
Grocery Store with Liquor Store	Conditional	<a href="#">2.2.1</a>
Liquor Store	Conditional	<a href="#">2.2.1</a>
Pawnshop	Conditional	<a href="#">2.2.1</a>
Public Bike Share	Conditional	
Retail Store	Outright	<a href="#">2.2.1</a>
Secondhand Store	Conditional	<a href="#">2.2.1</a>
Shared E-Scooter System	Conditional	
Small-Scale Pharmacy	Conditional	<a href="#">2.2.1</a>
Vehicle Dealer	Conditional	
<b>Service Uses</b>		
Animal Clinic or Shelter	Conditional	<a href="#">2.2.1</a>
Animal Services	Conditional	<a href="#">2.2.1</a>
Auction Hall	Outright	<a href="#">2.2.1</a>
Barber Shop or Beauty Salon	Outright	<a href="#">2.2.1</a>
Beauty and Wellness Centre	Outright	<a href="#">2.2.1</a>
Bed and Breakfast Accommodation	Conditional	<a href="#">2.2.1</a>
Cabaret	Conditional	<a href="#">2.2.1</a>
Catering Establishment	Outright	<a href="#">2.2.1</a>
Drive-Through Service	Conditional	
Funeral Home	Conditional	<a href="#">2.2.1</a>
Hotel	Conditional	<a href="#">2.2.1</a>
Laundromat or Dry Cleaning Establishment	Outright	<a href="#">2.2.1</a>
Motor Vehicle Repair Shop	Conditional	<a href="#">2.2.1</a>
Motor Vehicle Wash	Conditional	<a href="#">2.2.1</a>
Neighbourhood Public House	Conditional	
Photofinishing or Photography Laboratory	Conditional	<a href="#">2.2.1</a>
Photofinishing or Photography Studio	Outright	<a href="#">2.2.1</a>

<b>Use</b>	<b>Approval</b>	<b>Use-Specific Regulations</b>
Print Shop	Outright	<a href="#">2.2.1</a>
Repair Shop - Class A	Conditional	<a href="#">2.2.1</a>
Repair Shop - Class B	Outright	<a href="#">2.2.1</a>
Restaurant - Class 1	Outright	
Restaurant - Class 2	Conditional	<a href="#">2.2.1</a>
Restaurant - Drive-In	Conditional	
School - Arts or Self-Improvement	Outright	<a href="#">2.2.1</a>
School - Business	Outright	<a href="#">2.2.1</a>
School - Vocational or Trade	Outright	<a href="#">2.2.1</a>
Short Term Rental Accommodation	Conditional	<a href="#">2.2.1</a>
Sign Painting Shop	Conditional	<a href="#">2.2.1</a>
Wedding Chapel	Conditional	<a href="#">2.2.1</a>
<b>Transportation and Storage Uses</b>		
Taxicab or Limousine Station	Conditional	
<b>Utility and Communication Uses</b>		
Public Utility	Conditional	<a href="#">2.2.1</a>
Radiocommunication Station	Conditional	<a href="#">2.2.1</a>
Recycling Depot	Conditional	<a href="#">2.2.1</a>
<b>Wholesale Uses</b>		
Lumber and Building Materials Establishment	Conditional	
Wholesaling - Class A	Conditional	<a href="#">2.2.1</a>
Wholesaling - Class B	Conditional	<a href="#">2.2.1</a>
<b>uncategorized</b>		
Accessory Buildings, customarily ancillary to any use listed in this section <a href="#">2.1</a>	Outright	<a href="#">2.2.1</a> , <a href="#">2.2.8</a>
Accessory Uses, customarily ancillary to any outright approval use listed in this section <a href="#">2.1</a>	Outright	<a href="#">2.2.1</a> , <a href="#">2.2.9</a>
Accessory Uses, customarily ancillary to any conditional approval use listed in this section <a href="#">2.1</a>	Conditional	<a href="#">2.2.1</a> , <a href="#">2.2.10</a>
Any other use that is not specifically listed and defined as a use in <a href="#">Section 2</a> of this by-law	Conditional	<a href="#">2.2.1</a> , <a href="#">2.2.11</a>
Deposition or extraction of material, which alters the configuration of the land	Conditional	

## **2.2 Use-Specific Regulations**

2.2.1 All commercial uses listed in section 2.1 of this schedule must be carried on wholly within a completely enclosed building, other than the following:

- (a) arts and culture event;
- (b) display of flowers, plants, fruits and vegetables;
- (c) drive-through service;
- (d) farmers' market;
- (e) gasoline station - full serve;
- (f) gasoline station - split island;
- (g) hydrotherapy, thermal therapy, or both;
- (h) lumber and buildings material establishment;
- (i) neighbourhood public house;
- (j) outdoor eating area in combination with a cabaret, club, grocery or drug store, restaurant - class 2, or retail store, subject to any conditions that the Director of Planning considers necessary, having regard to the area and location of the eating area with respect to adjoining sites, the hours of operation and the intent of this schedule;
- (k) parking and loading facilities;
- (l) public bike share;
- (m) restaurant;
- (n) restaurant - drive-in;
- (o) shared e-scooter system;
- (p) taxicab or limousine station;
- (q) urban farm - class B; and
- (r) vehicle dealer,

except that the Director of Planning may vary this regulation to permit the outdoor display of retail goods and the Director of Planning may impose any conditions that the Director of Planning considers necessary, having regard to the types of merchandise, the area and location of the display with respect to adjoining sites, the hours of operation and the intent of this schedule.

2.2.2 Any of the non-dwelling uses listed in section 2.1 of this schedule are permitted in a mixed-use residential building, except hotel.

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- 2.2.3 No portion of the first storey of a mixed-use residential building, to a depth of 10.7 m from the front wall of the building and extending across its full width, may be used for residential purposes except for entrances to the residential portion.
- 2.2.4 Development on any site consisting of 3 or more dwelling units that:
- (a) requires the demolition, or change of use or occupancy of a rental housing unit on that site; or
  - (b) would have required such demolition, or change of use or occupancy had a person, during the 3 years preceding the date of application for a development permit, not demolished 1 or more rental housing units or changed their use or occupancy,
- is subject to the [Rental Housing Stock Official Development Plan](#).
- 2.2.5 Principal dwelling unit with lock-off unit is permitted only in a multiple dwelling or mixed-use residential building.
- 2.2.6 Community care or assisted living facility - class A must comply with the regulations that apply to this use in the [R1-1 district](#).
- 2.2.7 Farmers' market may be permitted if the Director of Planning considers the impact of the use with respect to nearby sites, parking, traffic, noise, pedestrian amenity and size of facility.
- 2.2.8 Accessory buildings customarily ancillary to any use listed in section [2.1](#) of this schedule are permitted as an outright approval use if:
- (a) no accessory building exceeds 4.6 m in building height; and
  - (b) all accessory buildings are located:
    - (i) at least 3.1 m from the ultimate centre line of any rear or flanking lane, and
    - (ii) at least 0.6 m from the ultimate rear property line.
- 2.2.9 Accessory uses customarily ancillary to any outright approval use listed in section [2.1](#) of this schedule are permitted provided that the total floor area of all accessory uses does not exceed 33.3% of the gross floor area of the principal use, unless permitted as an outright approval use pursuant to section [2.1](#) of this schedule or the accessory use is a home-based business.
- 2.2.10 Accessory uses customarily ancillary to any conditional approval use listed in section [2.1](#) of this schedule must comply with the provisions in section [2.2.9](#) above.
- 2.2.11 Any other use that is not specifically listed and defined as a use in [Section 2](#) of this by-law may be permitted if the Director of Planning considers the use to be comparable in nature to the uses listed in this schedule, having regard to the intent of this schedule.
-

### 3 DENSITY, FORM AND PLACEMENT REGULATIONS

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

#### 3.1 All Uses

All uses, except uses that are regulated by other district schedules, are subject to the following regulations.

##### 3.1.1 Density and Floor Area

3.1.1.1 For mixed-use residential building, if the form of tenure for the residential floor area:

- (a) is secured as 100% residential rental tenure, the maximum floor space ratio is 3.50 provided that:
  - (i) the floor space ratio for non-dwelling uses on the first storey facing the street is at least 0.35, and
  - (ii) at least 35% of the total dwelling units have 2 or more bedrooms; or
- (b) includes any tenure other than residential rental tenure, the maximum floor space ratio is 2.50 provided that the floor space ratio for non-dwelling uses on the first storey facing the street is at least 0.35.

3.1.1.2 For all other uses, the maximum floor space ratio is:

- (a) 3.50 for hotel or hotel in combination with any other non-dwelling use; and
- (b) 2.50 for all other uses combined.

3.1.1.3 Despite sections [3.1.1.1\(a\)](#) and [3.1.1.2\(a\)](#) above, the maximum floor space ratio is 3.70 if the site is a corner site:

- (a) with a minimum site frontage of 45.7 m; and
- (b) has a minimum site area of 1,672 m<sup>2</sup>.

##### 3.1.2 Building Form and Placement

Regulations	C-2A
3.1.2.1 Maximum building height	23.0 m
3.1.2.2 Minimum front yard depth	2.5 m
3.1.2.3 Minimum side yard width for a site that:	
(a) adjoins a site located in any R district without the intervention of a lane	1.8 m

Regulations	C-2A
(b) does not adjoin a site located in an R district	not required
3.1.2.4 Minimum rear yard depth	1.5 m

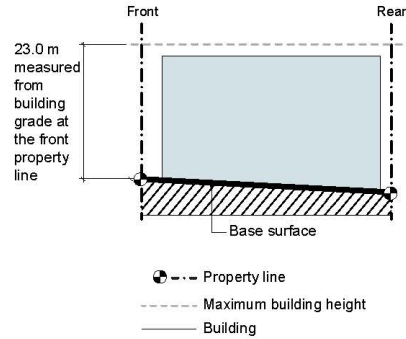
**Building Height**

- 3.1.2.5 Building height in section 3.1.2.1 above is measured from a plane formed by lines extending horizontally back from the officially established building grades at the front property line.
- 3.1.2.6 Despite section 3.1.2.1 above, the maximum building height is 27.5 m if the site is in a transit-oriented area.

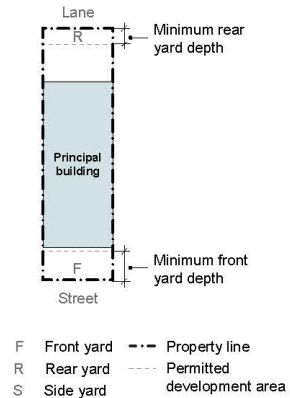
**Front Yard**

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

**Diagram: Maximum building height**



**Diagram: Building placement for principal building**



## **4 GENERAL REGULATIONS**

All uses in this district, except uses that are regulated by other district schedules, are subject to the following regulations.

### **4.1 Computation of Floor Area**

4.1.1 Computation of floor area must include:

- (a) all floors of all buildings, including accessory buildings measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features that the Director of Planning considers similar to the foregoing, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

4.1.2 Computation of floor area must exclude:

- (a) balconies and decks, and any other appurtenances that the Director of Planning considers similar to the foregoing, provided that:
    - (i) the total area of these exclusions does not exceed 12% of the permitted floor area, and
    - (ii) the balconies must not be enclosed for the life of the building;
  - (b) patios and roof decks;
  - (c) floors or portions of floors used for:
    - (i) off-street parking and loading, provided that the maximum exclusion for a parking space does not exceed 7.3 m in length,
    - (ii) bicycle storage,
    - (iii) heating and mechanical equipment, or
    - (iv) uses that the Director of Planning considers similar to the foregoing;
  - (d) all residential storage area above or below base surface, except that if the residential storage area above base surface exceeds 3.7 m<sup>2</sup> per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit; and
  - (e) the following areas to a combined maximum of 10% of the total permitted floor area:
    - (i) areas accessory to hotel use, limited to meeting rooms, conference facilities, guest recreational facilities such as fitness centres, swimming pools and locker areas, libraries, business centres and other areas that the Director of Planning considers similar to the foregoing,
    - (ii) child day care facilities, and
    - (iii) common amenity areas accessory to all other uses.
-

4.1.3 The Director of Planning may exclude up to 0.05 of the permitted floor space ratio for exterior circulation located above the first storey.

## **4.2 Access to Natural Light**

4.2.1 Each habitable room must have at least 1 window on an exterior wall of a building.

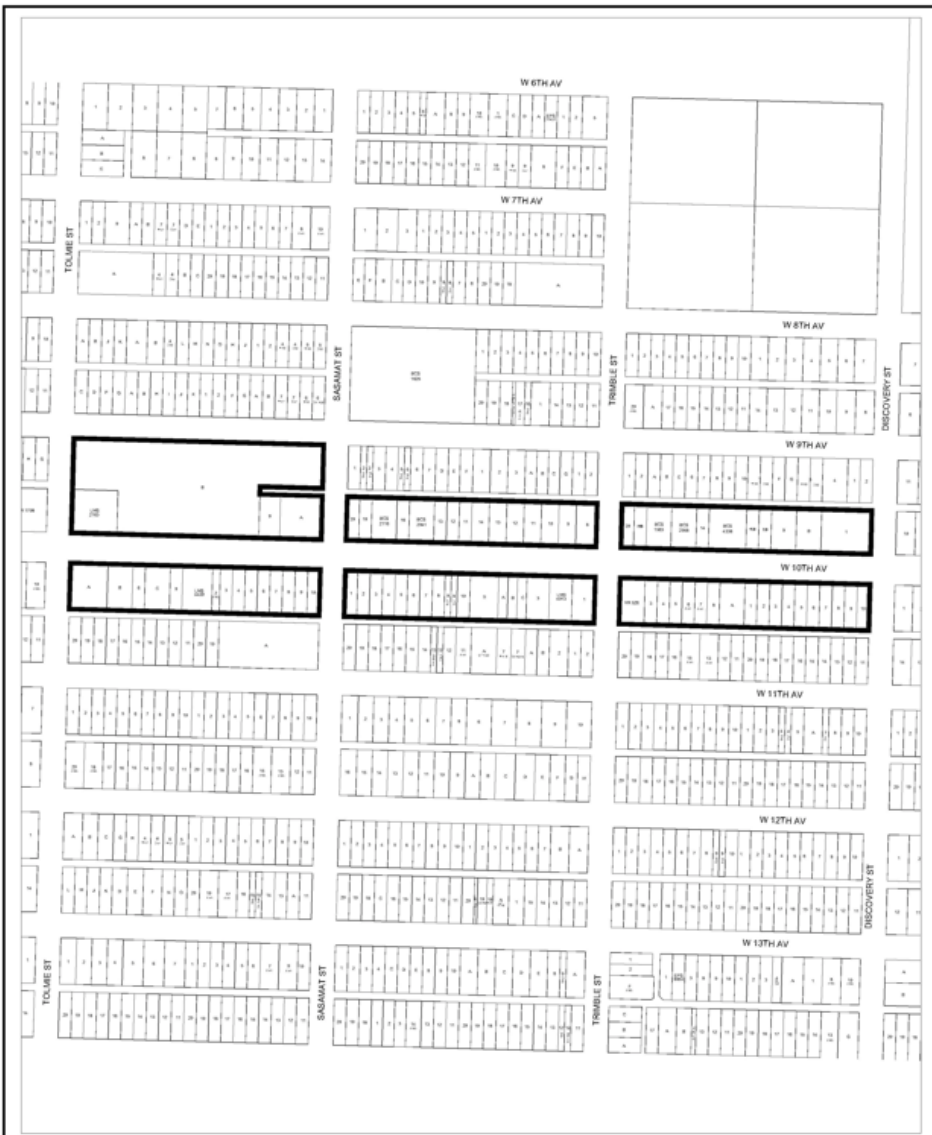
4.2.2 For the purposes of section 4.2.1 above, habitable room means any room except a bathroom or kitchen.

## **5 RELAXATIONS**

5.1 The Director of Planning may relax the non-dwelling use regulations in sections 2.2.3, 3.1.1.1(a)(i) and 3.1.1.1(b) of this schedule if 100% of the residential floor area is developed as social housing and the Director of Planning considers the intent of this schedule and all applicable Council policies and guidelines.

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**Schedule B**



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

**RZ- Citywide C-2**

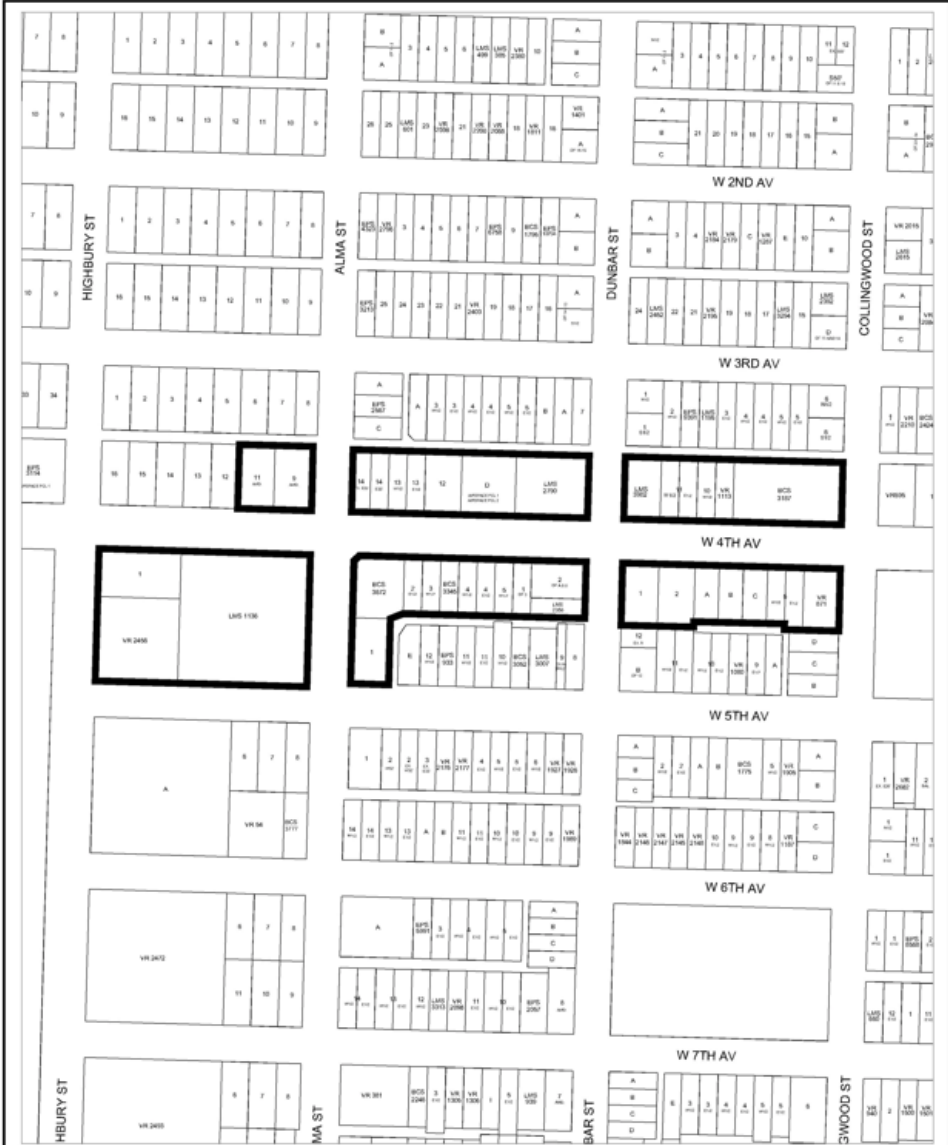
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**City of Vancouver**

PH date:

Schedule B



The properties outlined in black ( ) are rezoned:  
From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 2 of 60	
<b>City of Vancouver</b>	scale: NTS	
PH date:		

**Schedule B**



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

**RZ- Citywide C-2**

map:3 of 60  
scale: NTS




**City of Vancouver**

PH date:

Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

RZ- Citywide C-2

map: 4 of 60  
scale: NTS



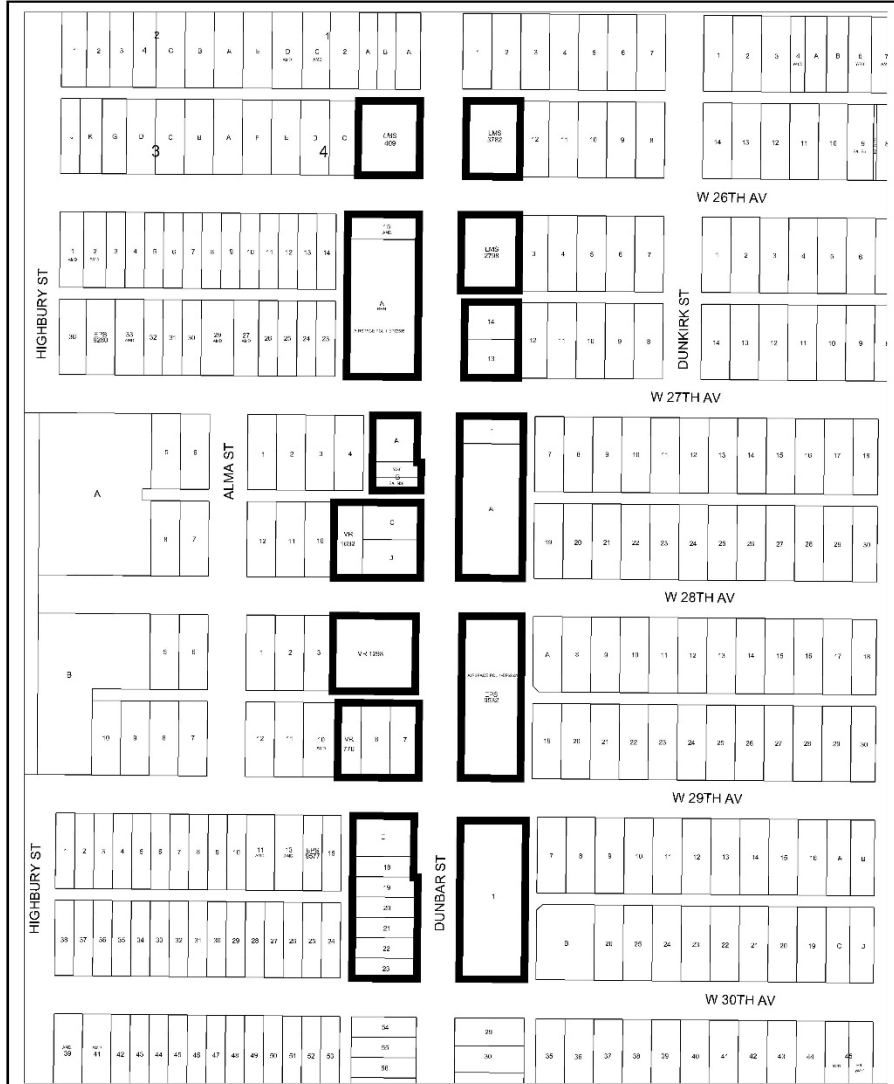
City of Vancouver


PH date:


# Schedule B



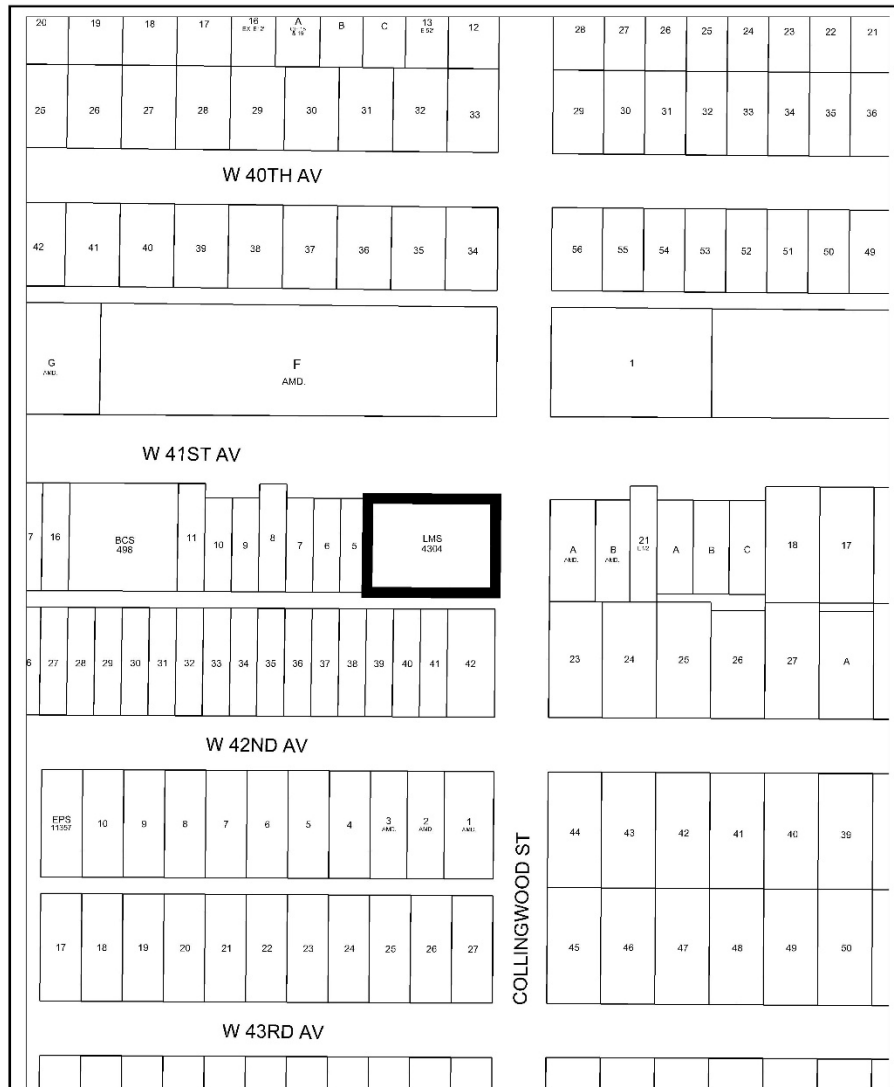
# Schedule B





The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 6 of 60	
<b>City of Vancouver</b>	scale: NTS	
<b>City of Vancouver</b>		PH date:

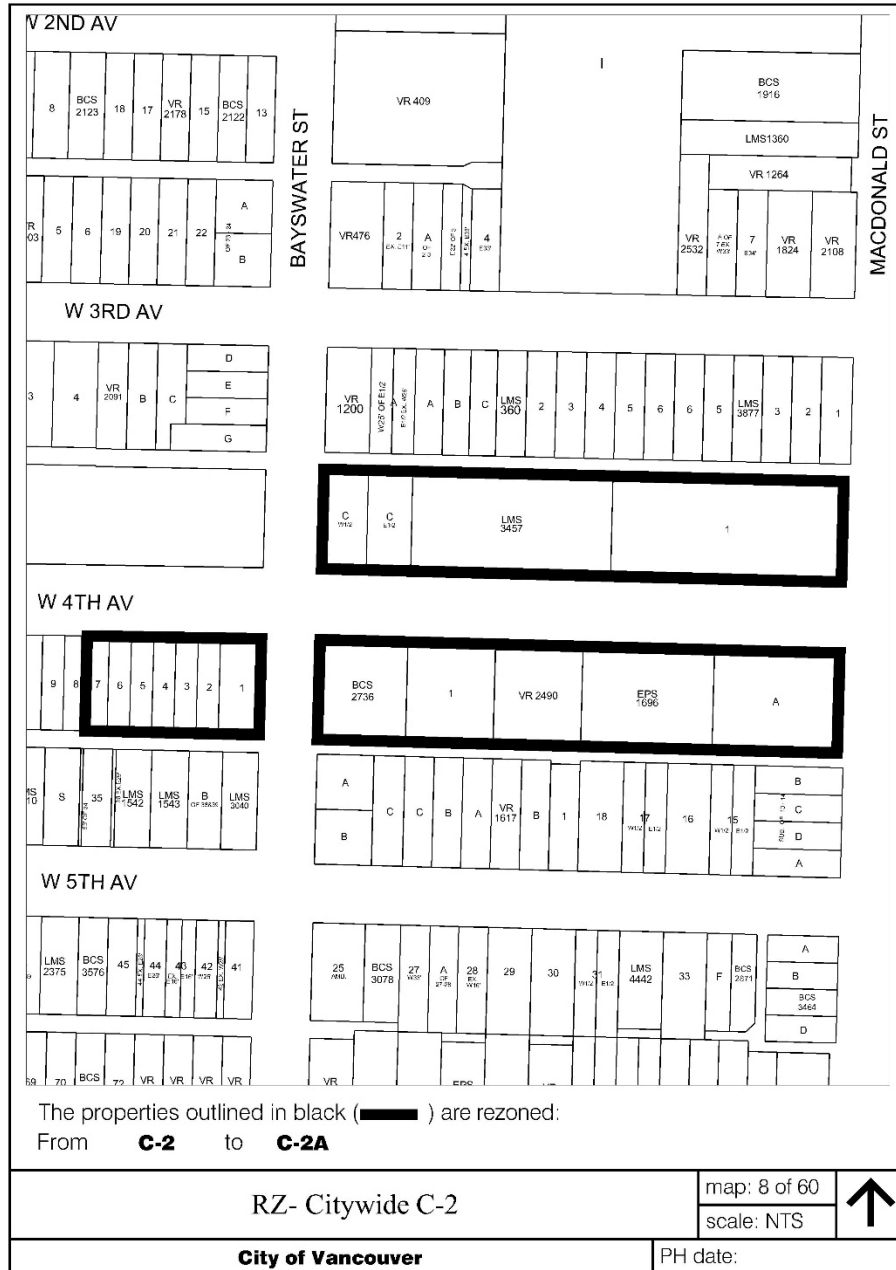
# Schedule B



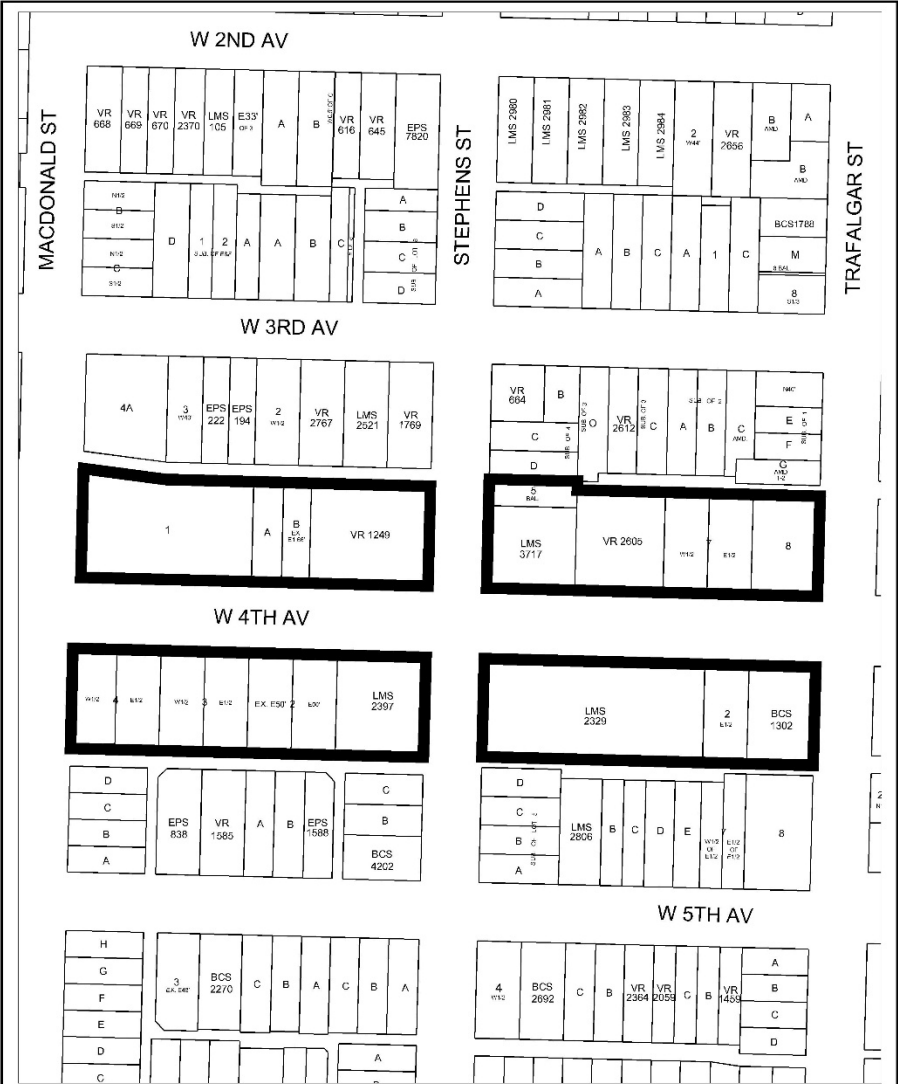
The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 7 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B



Schedule B



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

<p>RZ- Citywide C-2</p>	<p>map: 9 of 60                  scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

**Schedule B**



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

**RZ- Citywide C-2**

map: 10 of 60  
scale: NTS




**City of Vancouver**

PH date:

**Schedule B**



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

**RZ- Citywide C-2**

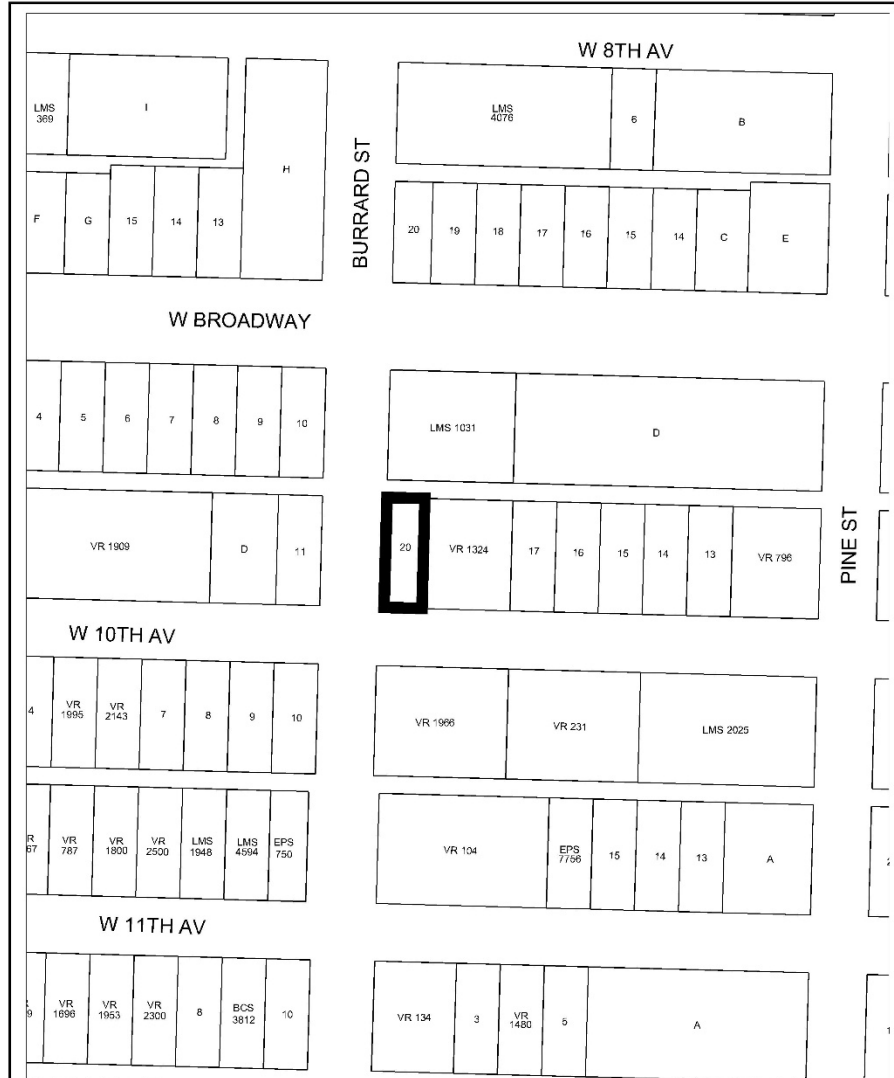
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**City of Vancouver**

PH date:

**Schedule B**




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

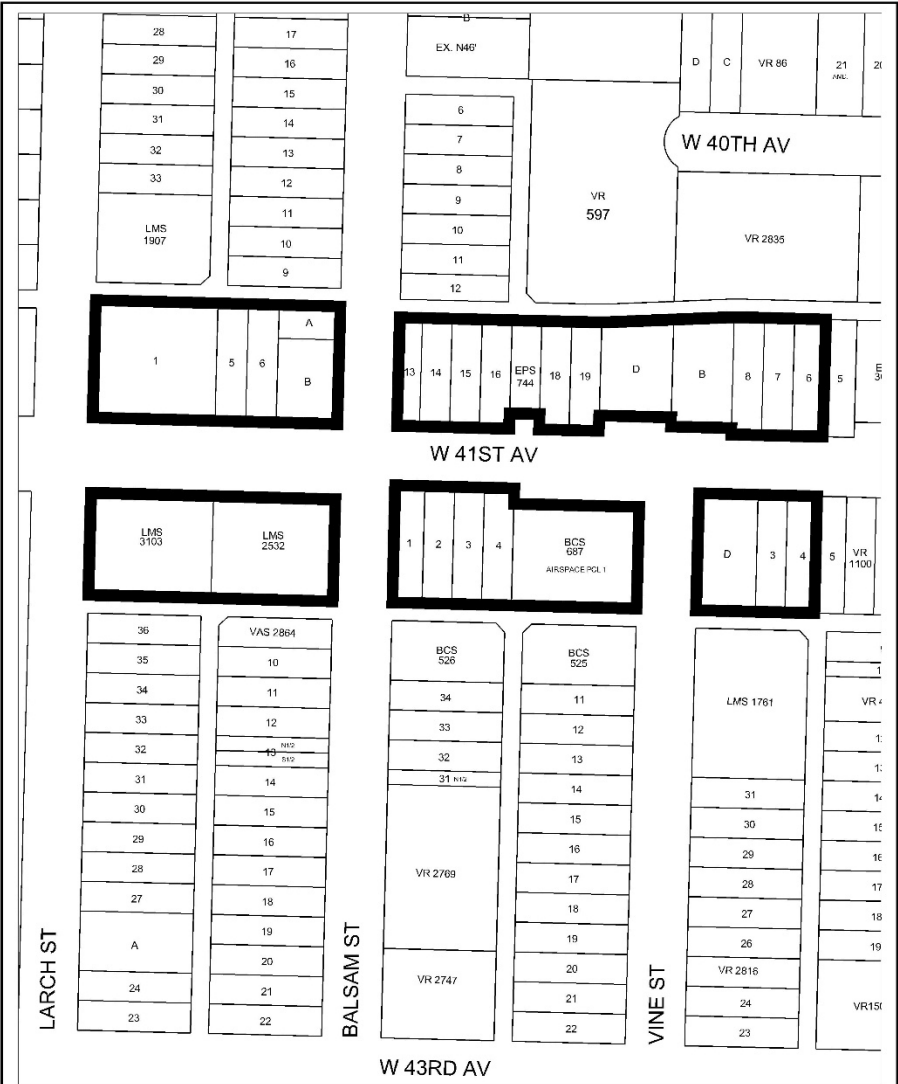
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<b>City of Vancouver</b>	PH date:	


Schedule B




The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

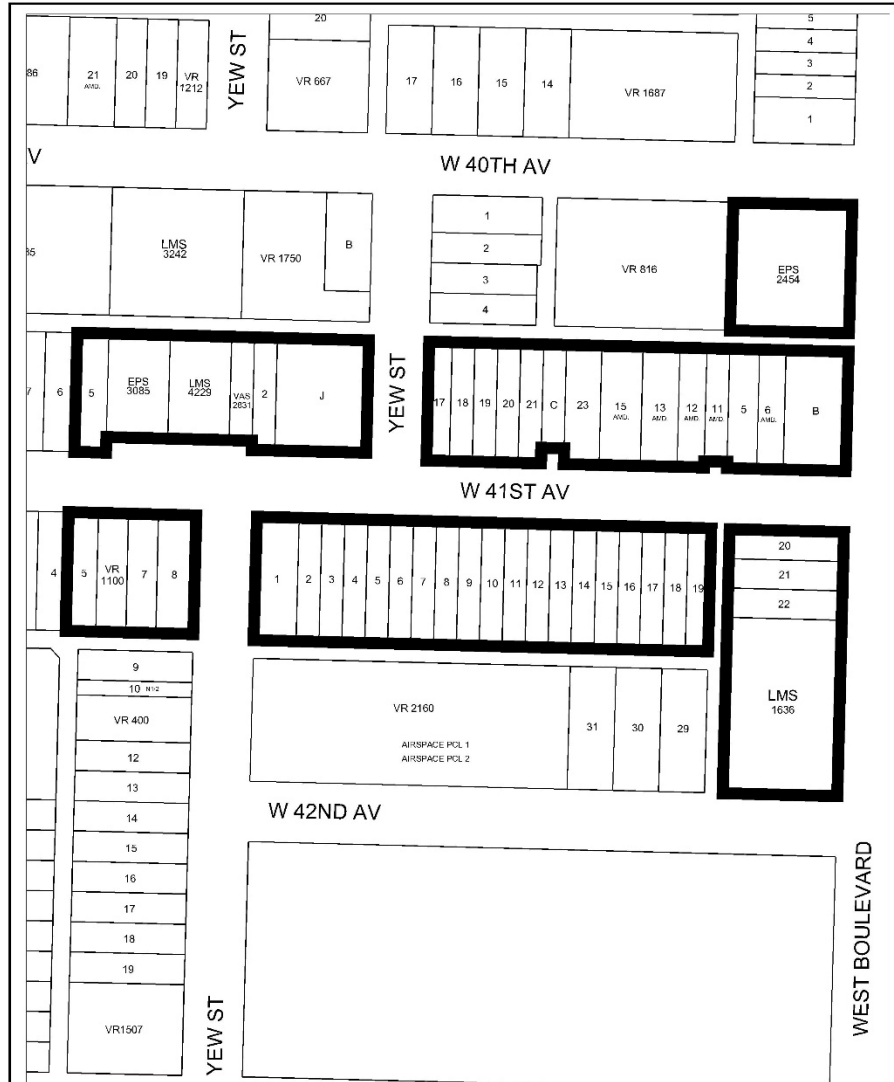
Schedule B




The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 14 of 60	
<b>City of Vancouver</b>	scale: NTS	
<b>City of Vancouver</b>		PH date:

Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

RZ- Citywide C-2

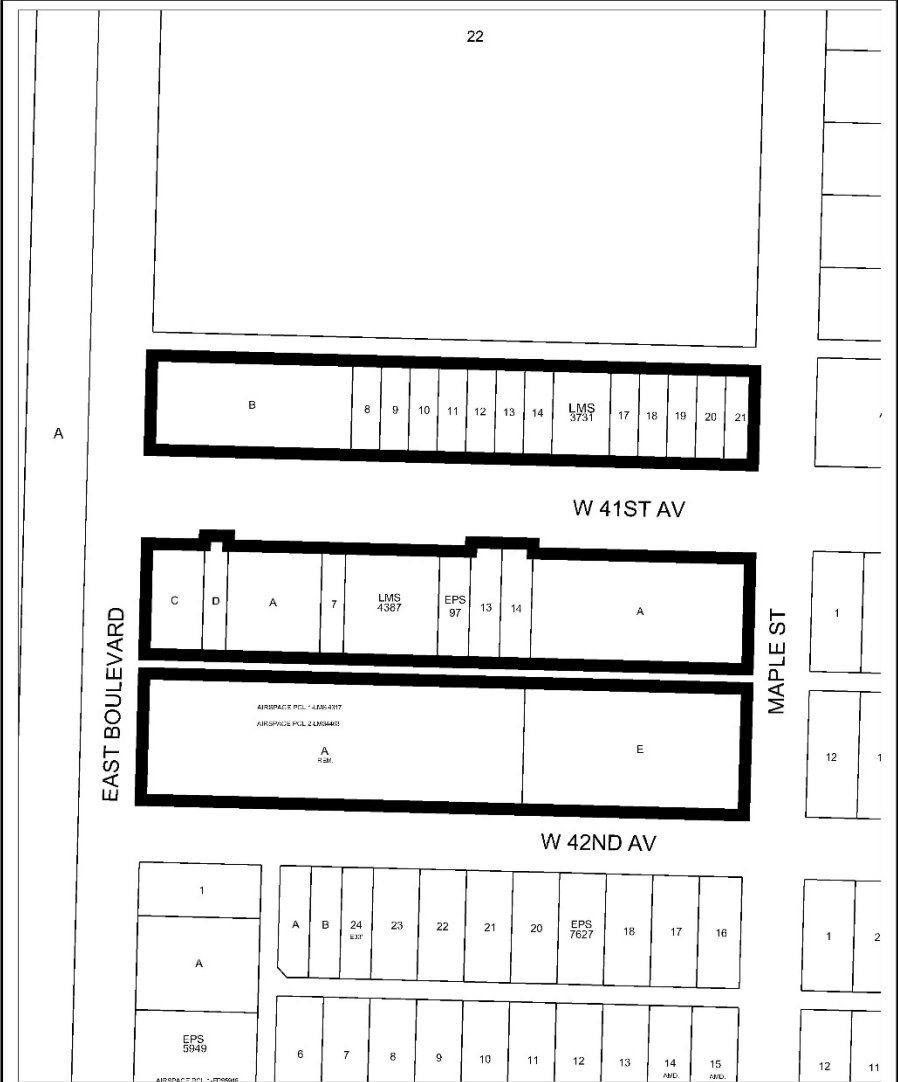
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City of Vancouver

PH date:

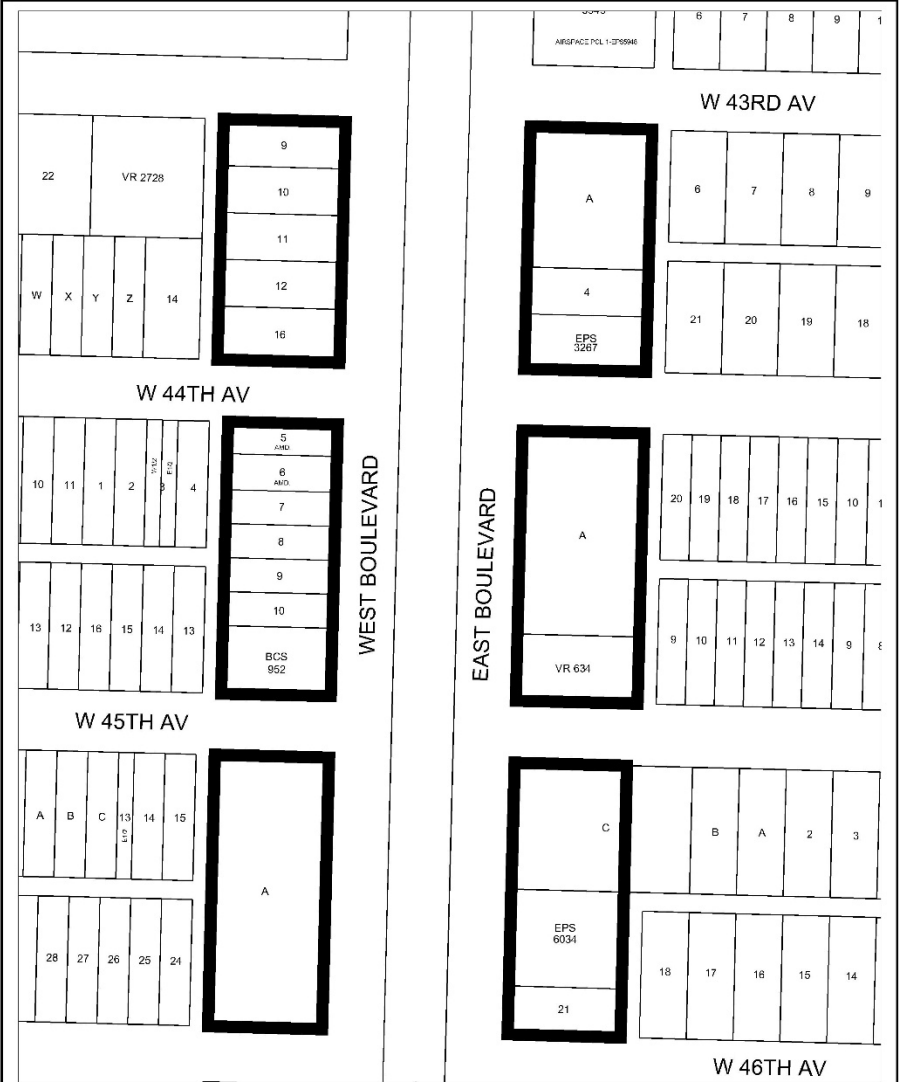
Schedule B





The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 16 of 60	
<b>City of Vancouver</b>	scale: NTS	
<b>City of Vancouver</b>		PH date:

Schedule B




The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:17 of 60	
<b>City of Vancouver</b>	scale: NTS	
<b>City of Vancouver</b>		PH date:

**Schedule B**



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

**RZ- Citywide C-2**

map: 18 of 60

scale: NTS



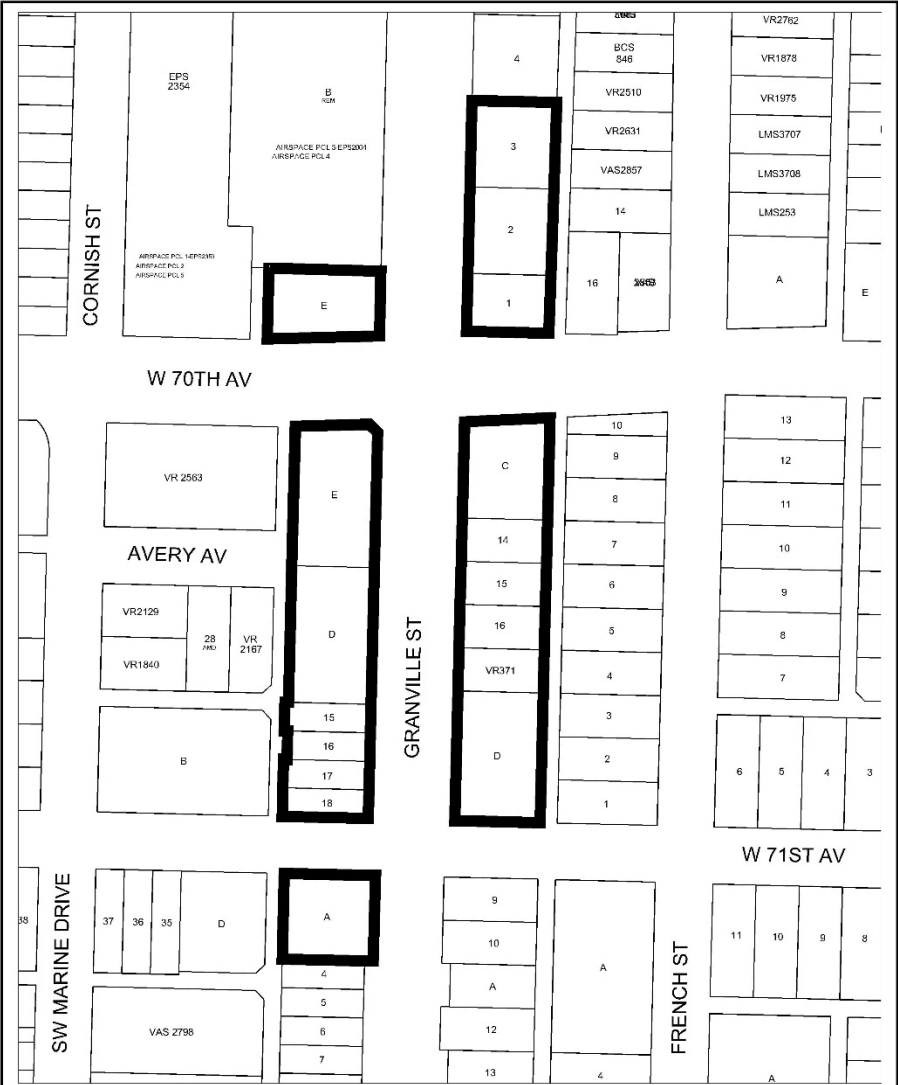
**City of Vancouver**


PH date:


Schedule B



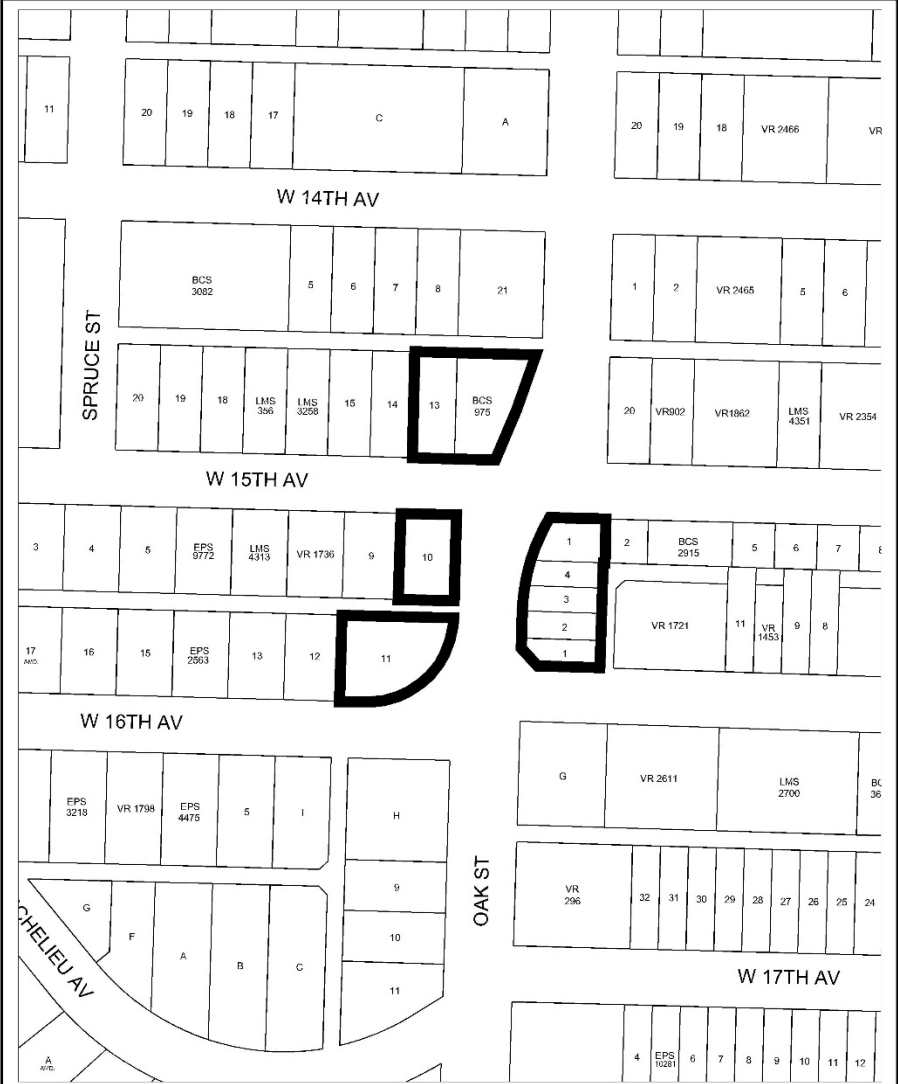
Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**

<p>RZ- Citywide C-2</p>	<p>map: 20 of 60                  scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

Schedule B





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

<b>RZ- Citywide C-2</b>	map:21 of 60	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

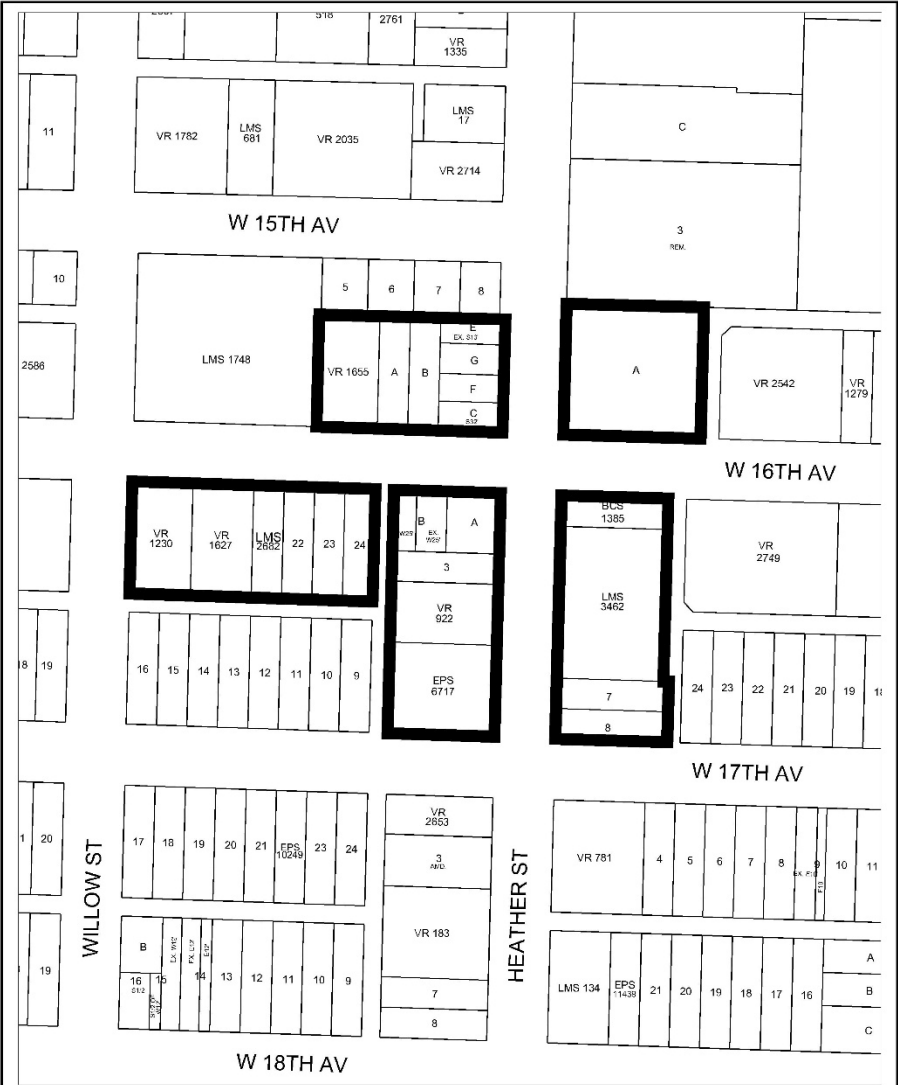
Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<p>RZ- Citywide C-2</p>	<p>map: 22 of 60 scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

Schedule B





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

<p>RZ- Citywide C-2</p>	<p>map:23 of 60                  scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

Schedule B



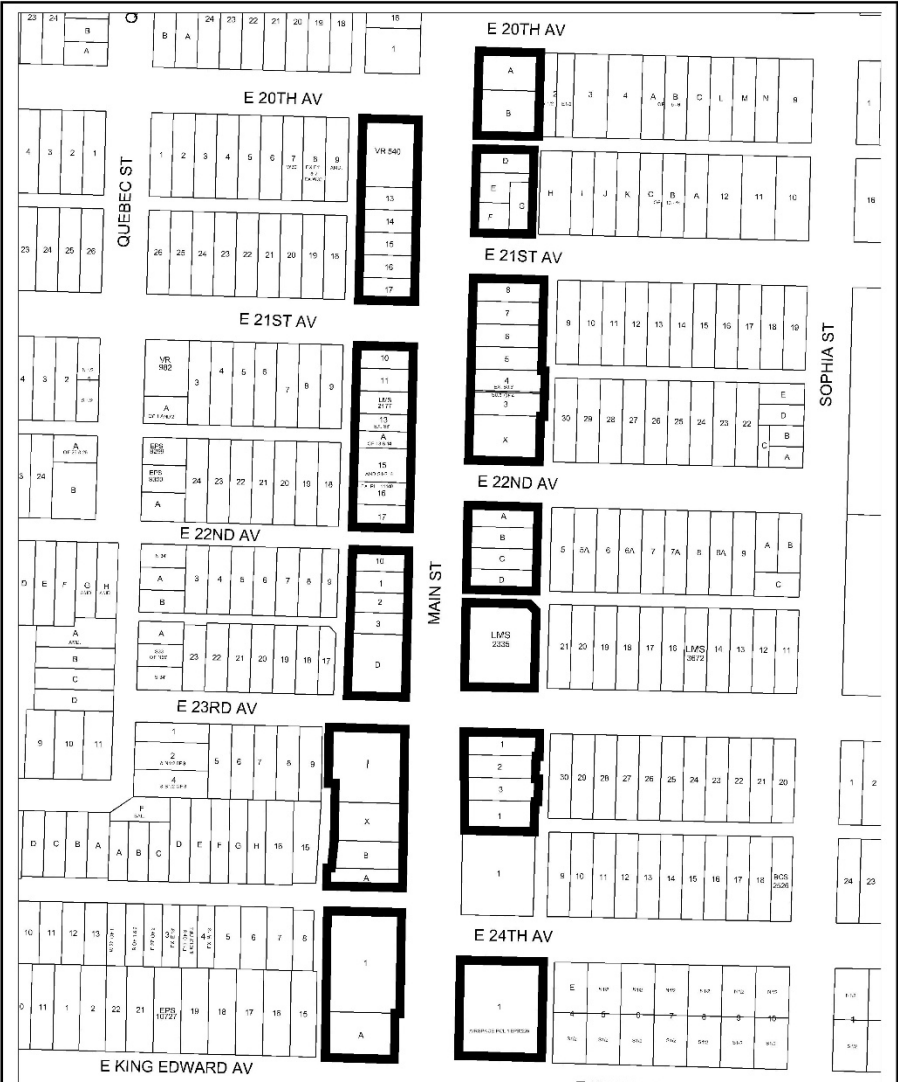
The properties outlined in black (  ) are rezoned:  
 From **C-2** to **C-2A**


RZ- Citywide C-2	map: 24 of 60	
<b>City of Vancouver</b>	scale: NTS	
PH date:		


# Schedule B



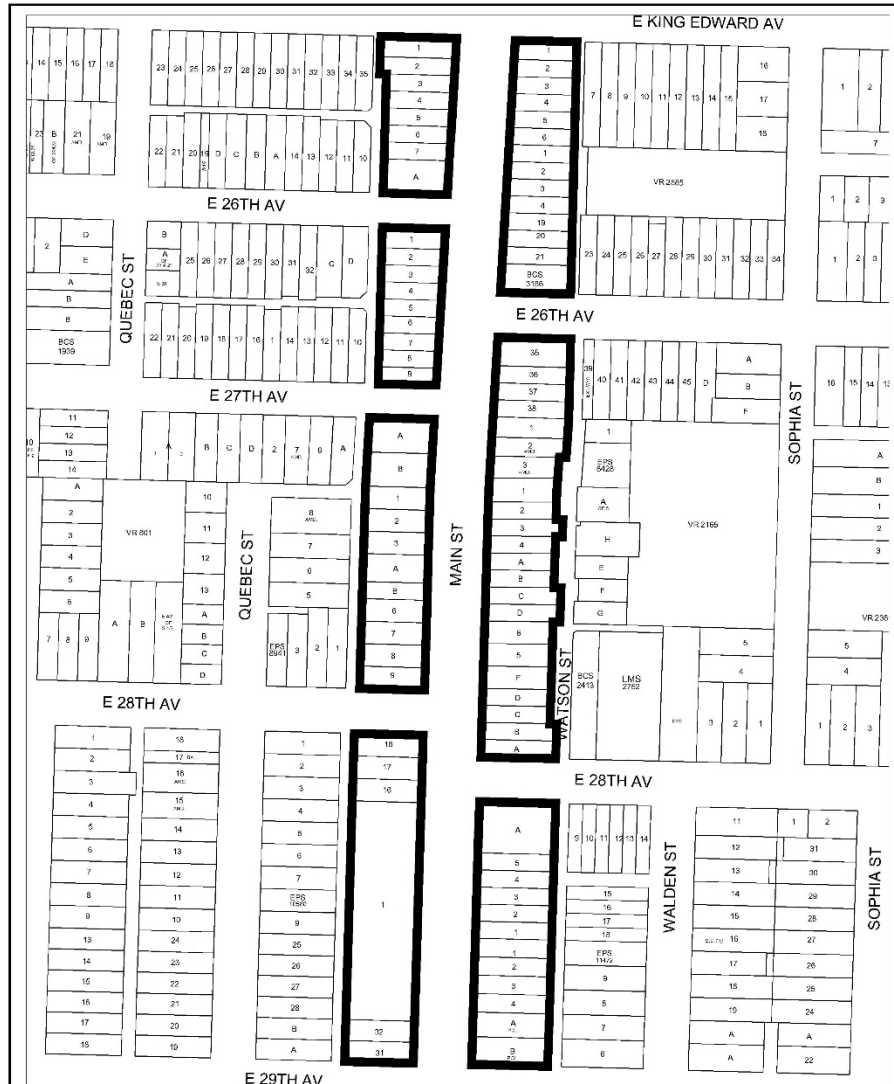
Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<p><b>RZ- Citywide C-2</b></p>	<p>map:26 of 60 scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

# Schedule B



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

<b>RZ- Citywide C-2</b>	map:27 of 60	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B



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

RZ- Citywide C-2

map:28 of 60

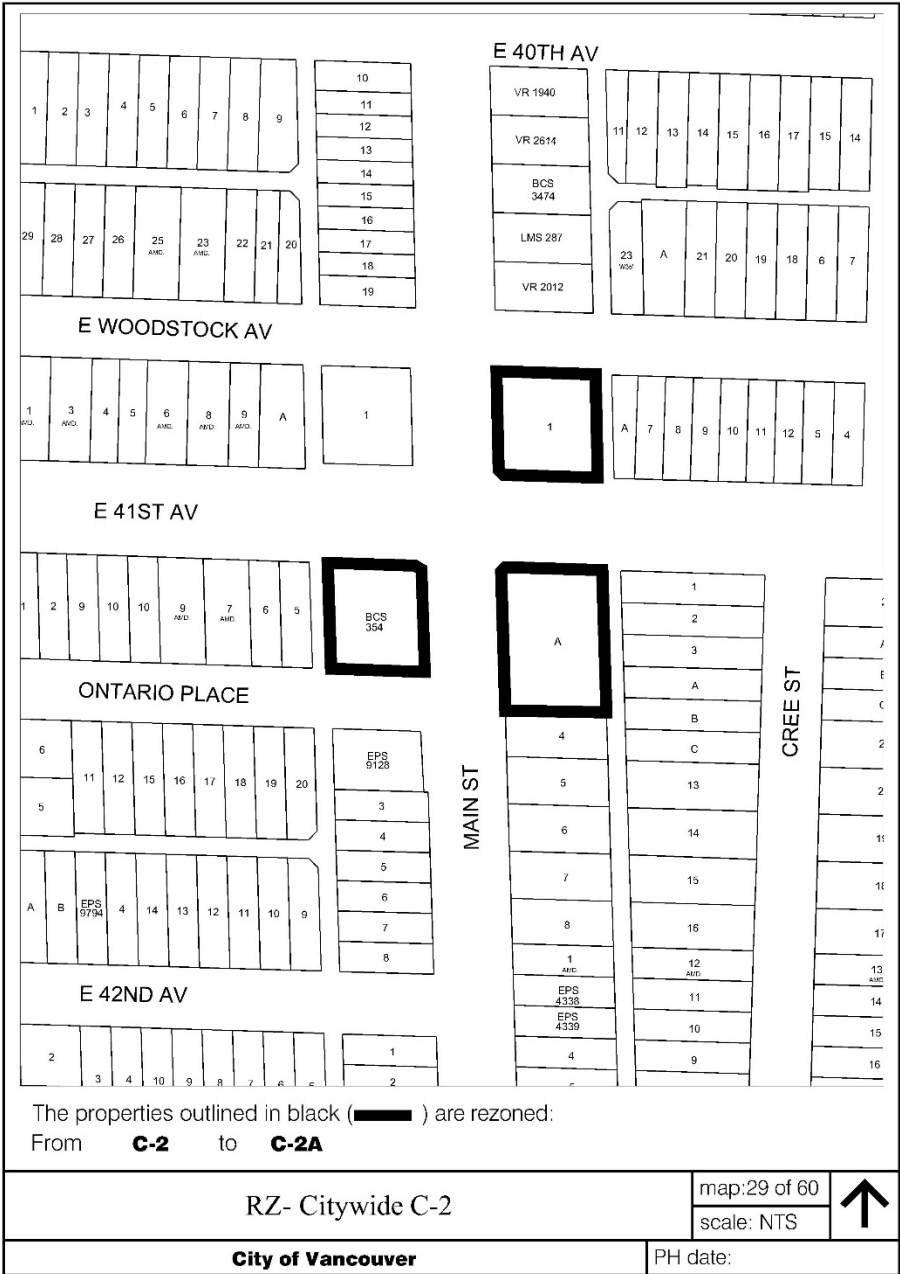
scale: NTS



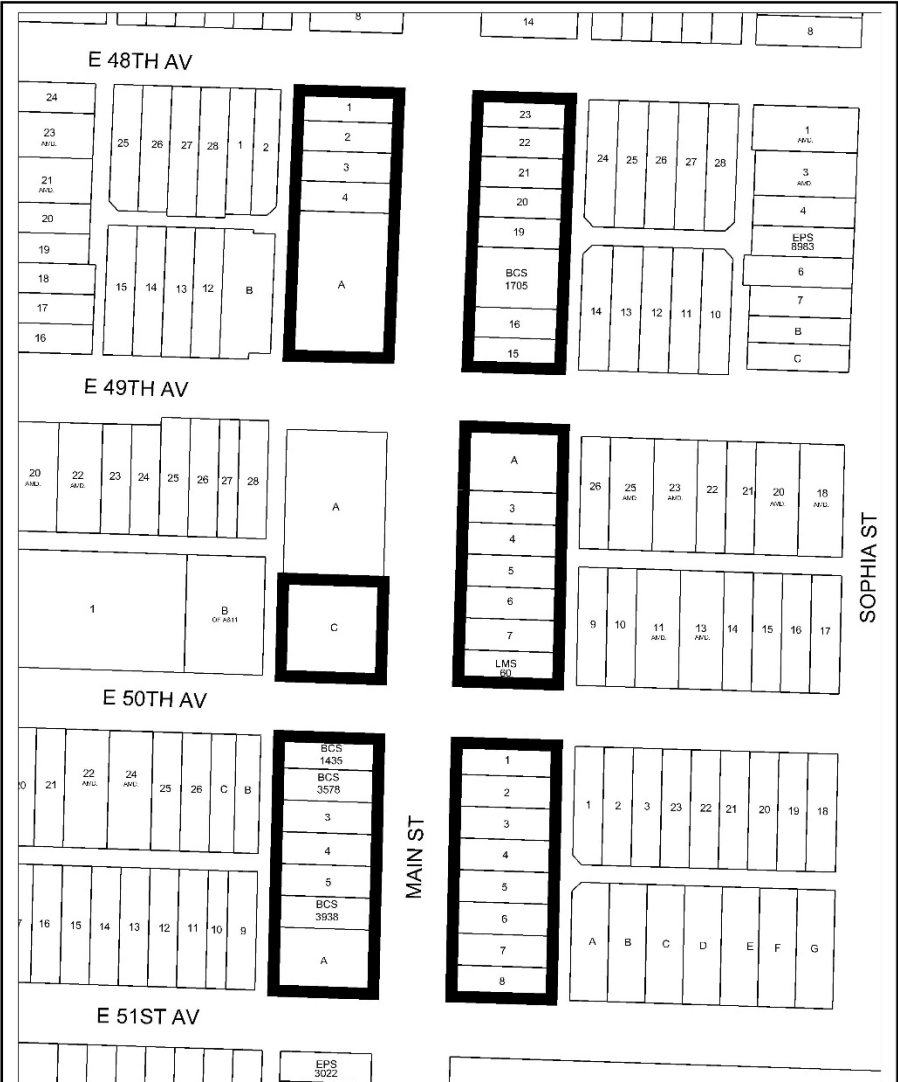
City of Vancouver

PH date:

Schedule B



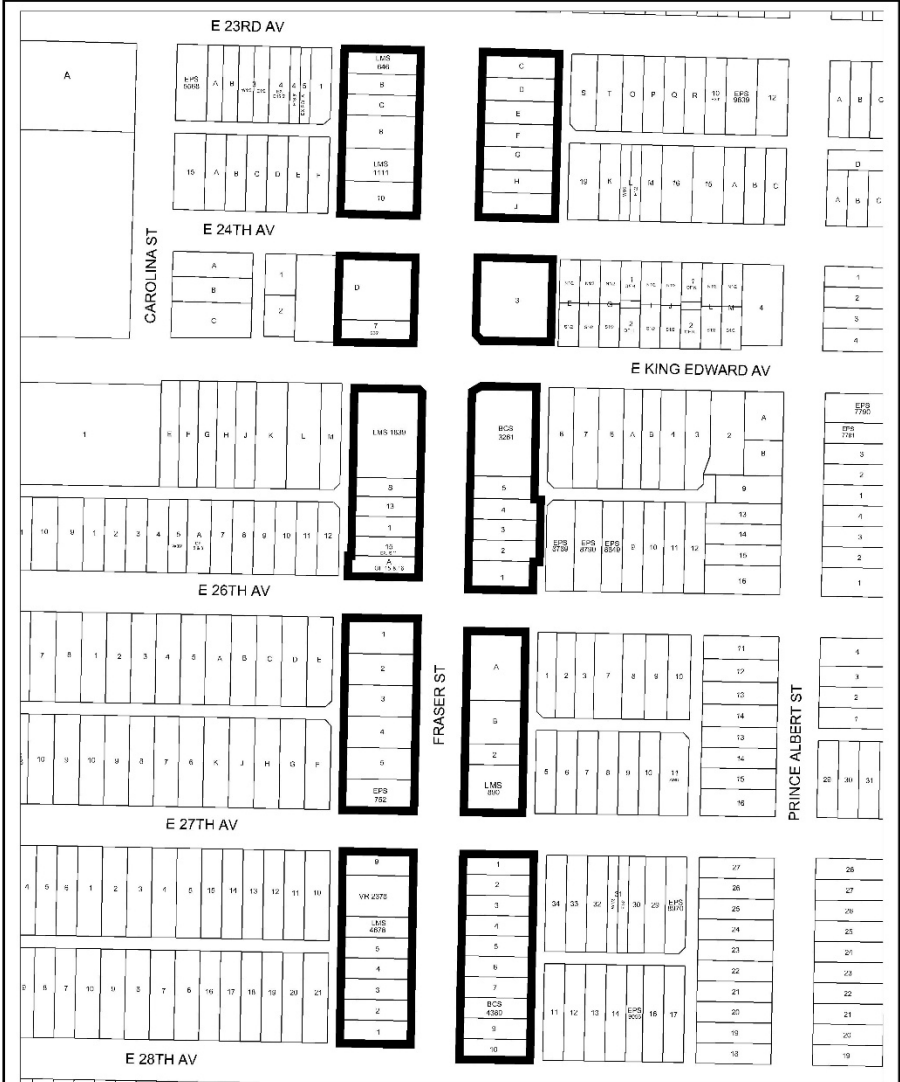
Schedule B





The properties outlined in black ( — ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:30 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

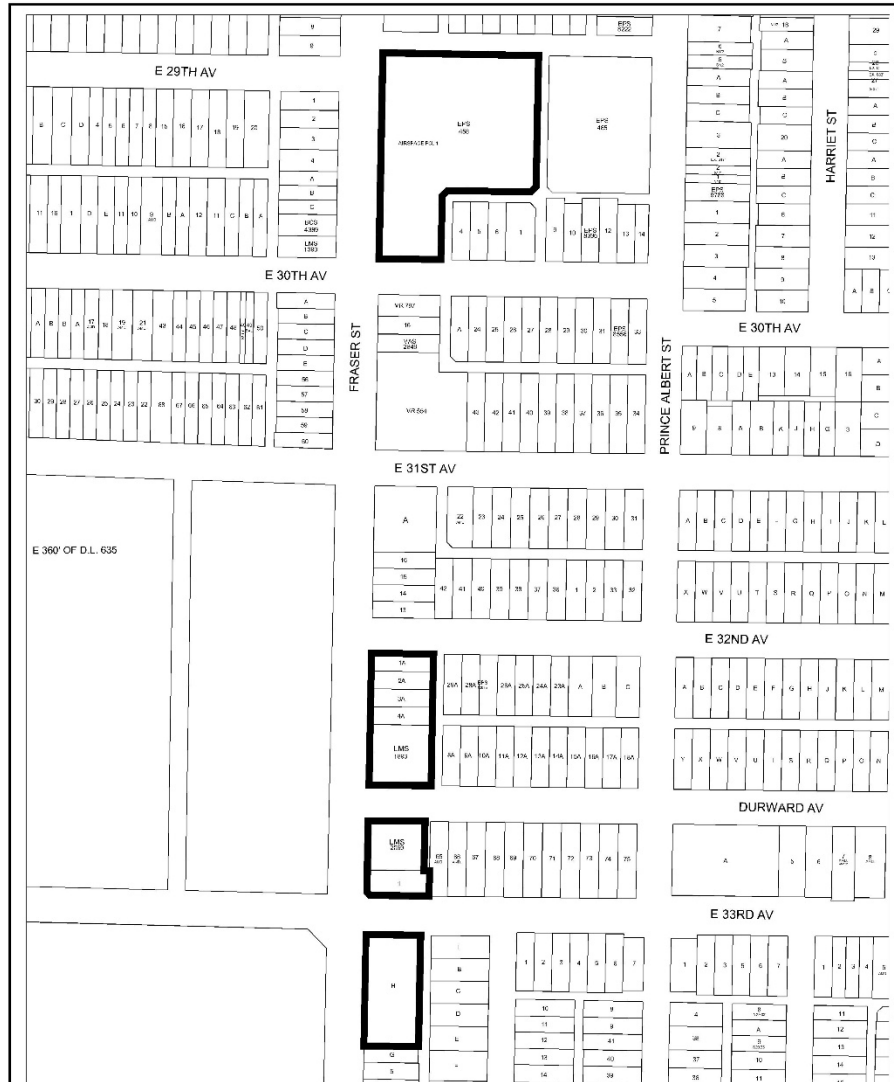
Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:31 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

# Schedule B



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

RZ- Citywide C-2

map:32 of 60

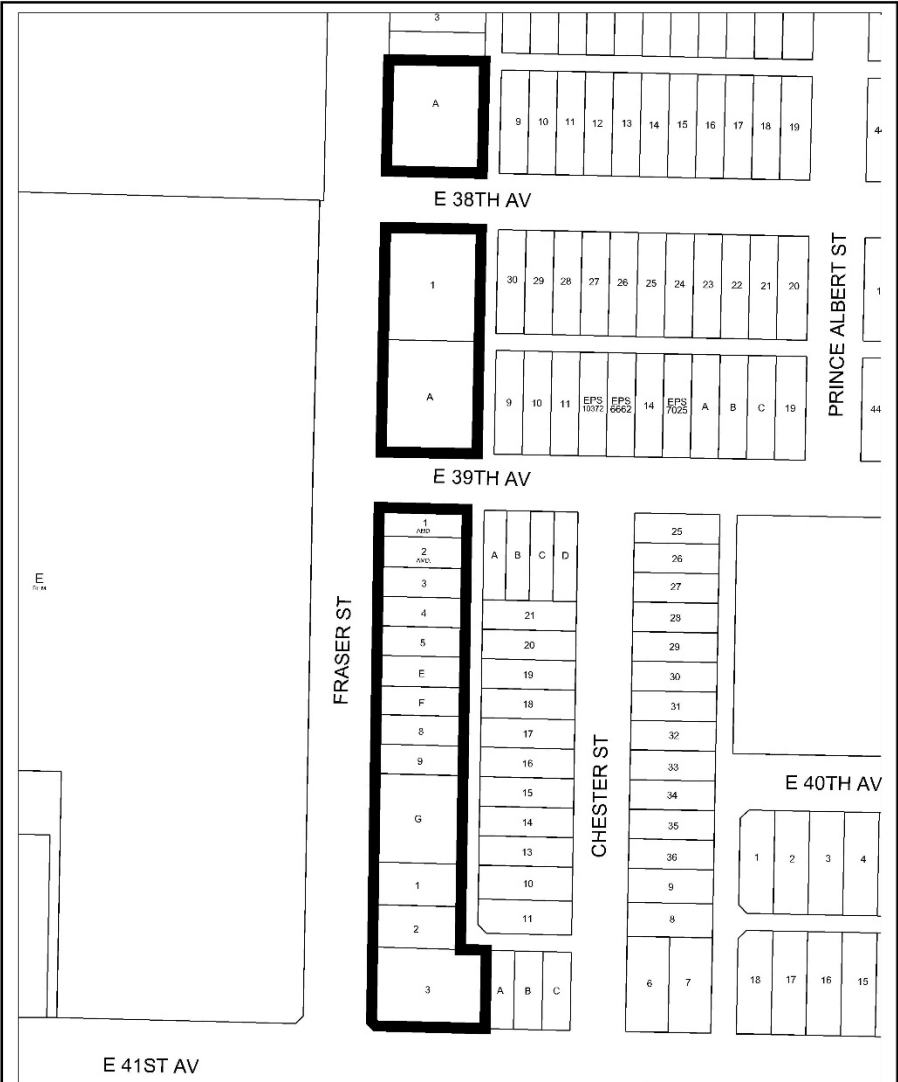
scale: NTS



City of Vancouver

PH date:

Schedule B



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

RZ- Citywide C-2	map:33 of 60	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

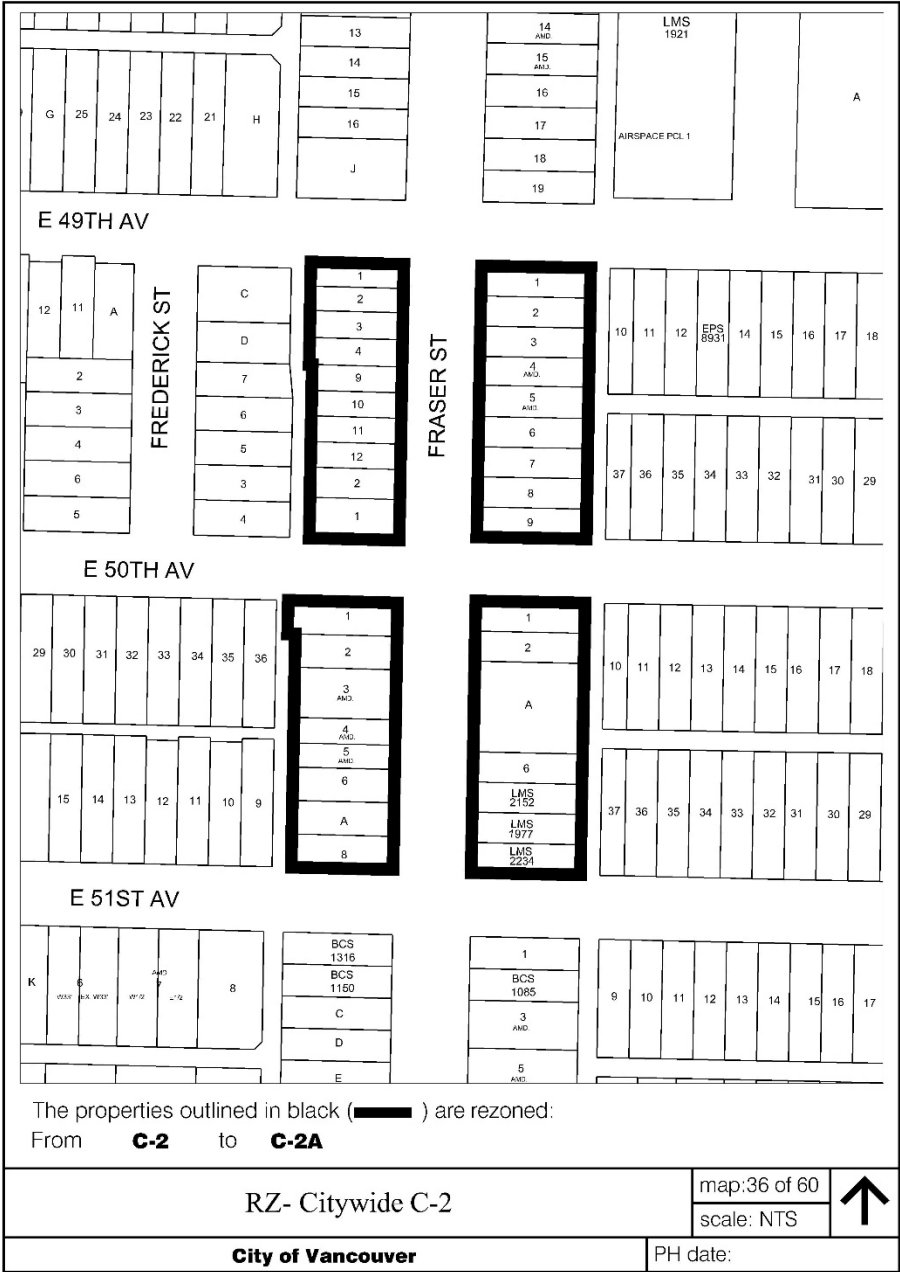
# Schedule B



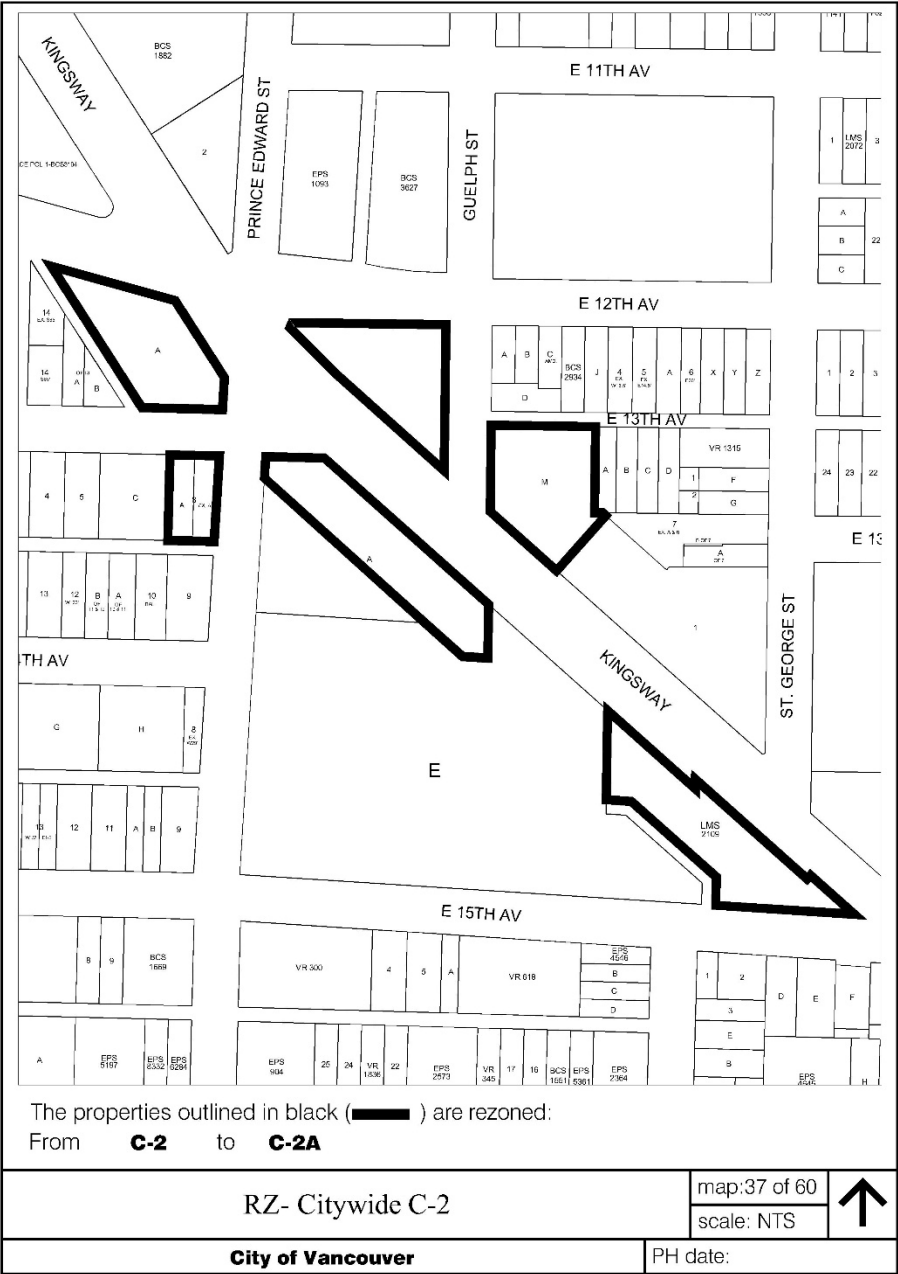
# Schedule B



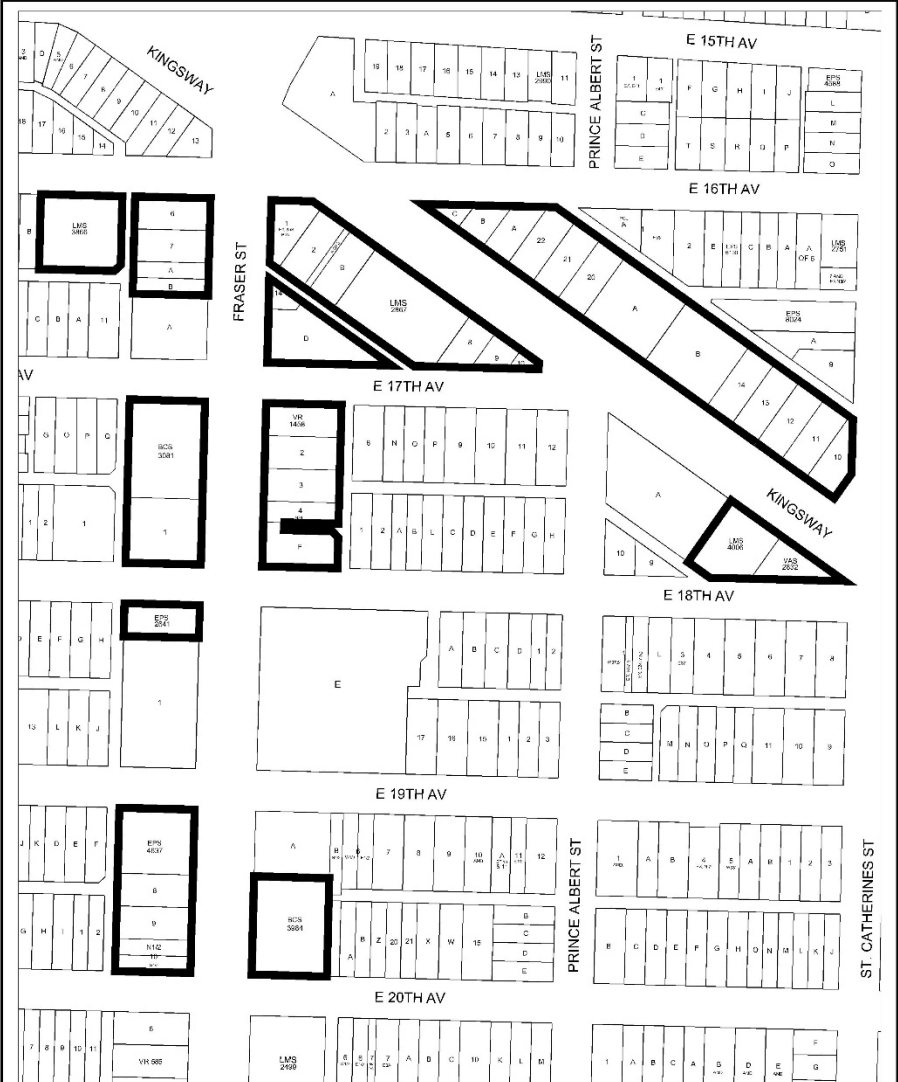
Schedule B



Schedule B



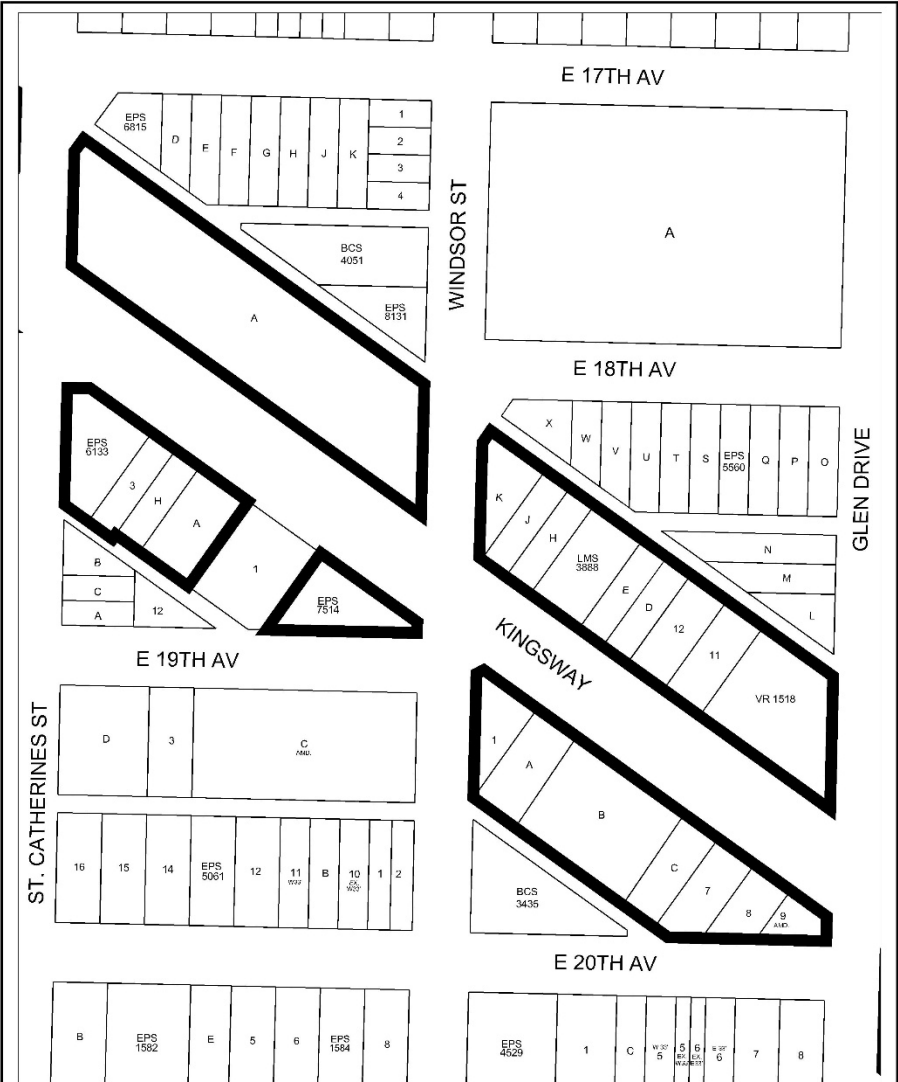
Schedule B



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

<b>RZ- Citywide C-2</b>	map:38 of 60	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

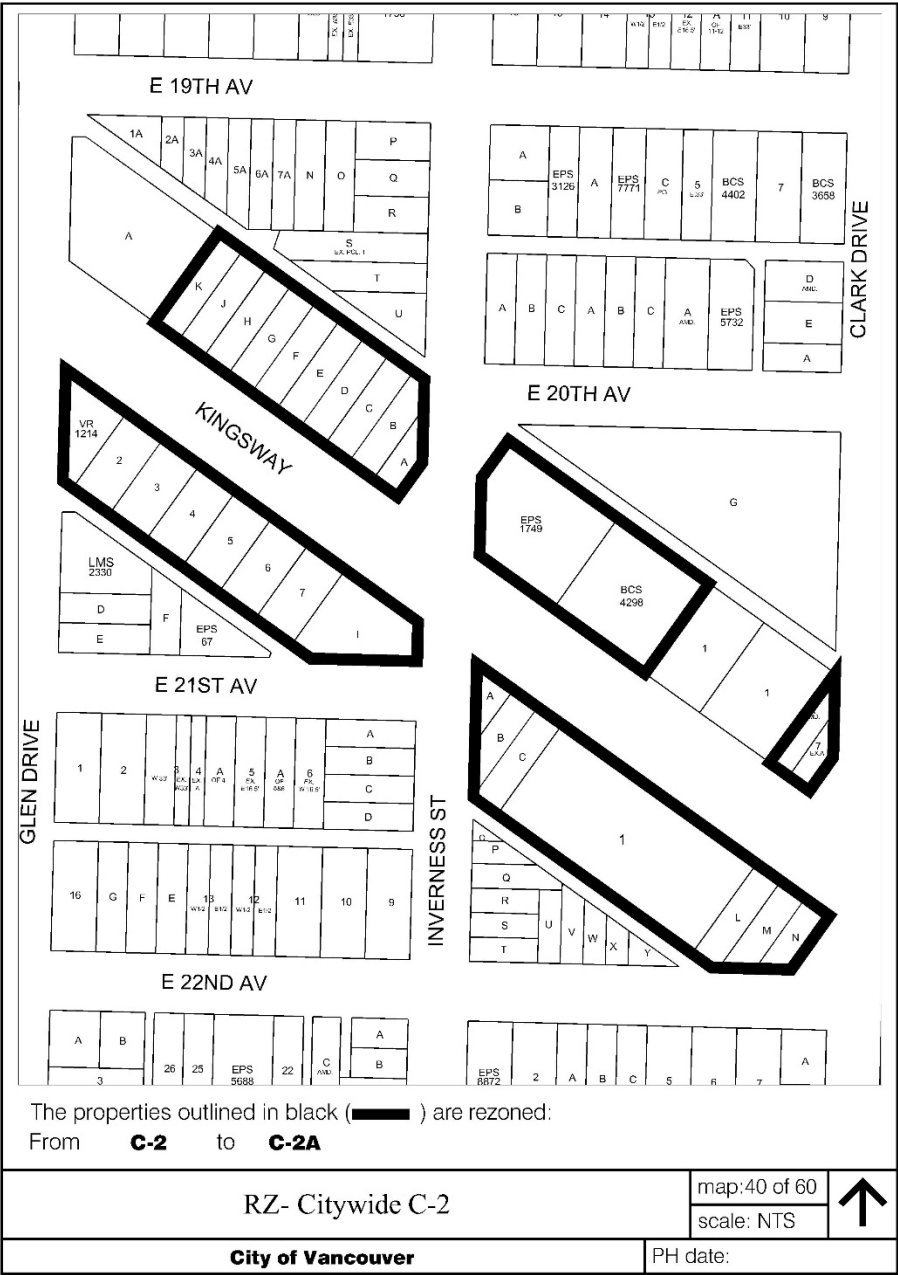
Schedule B



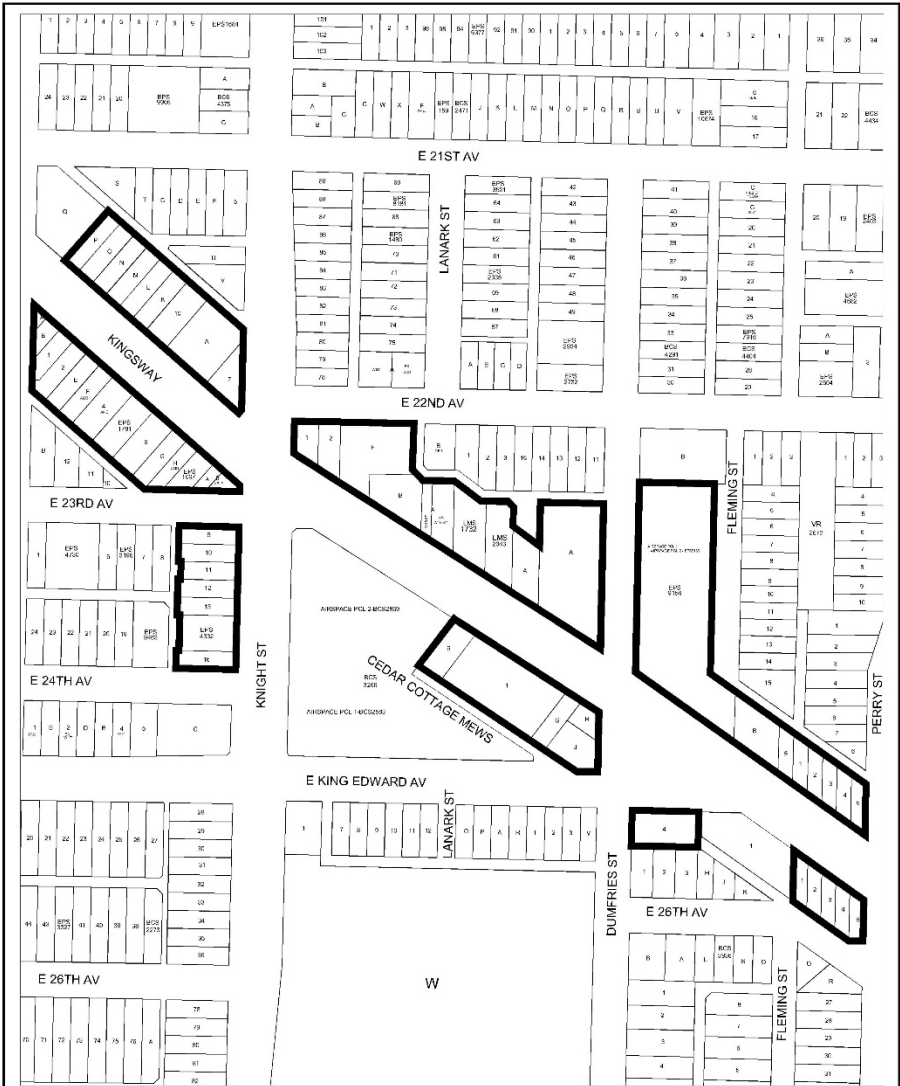
The properties outlined in black ( **█** ) are rezoned:  
 From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:39 of 60	<b>↑</b>
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B



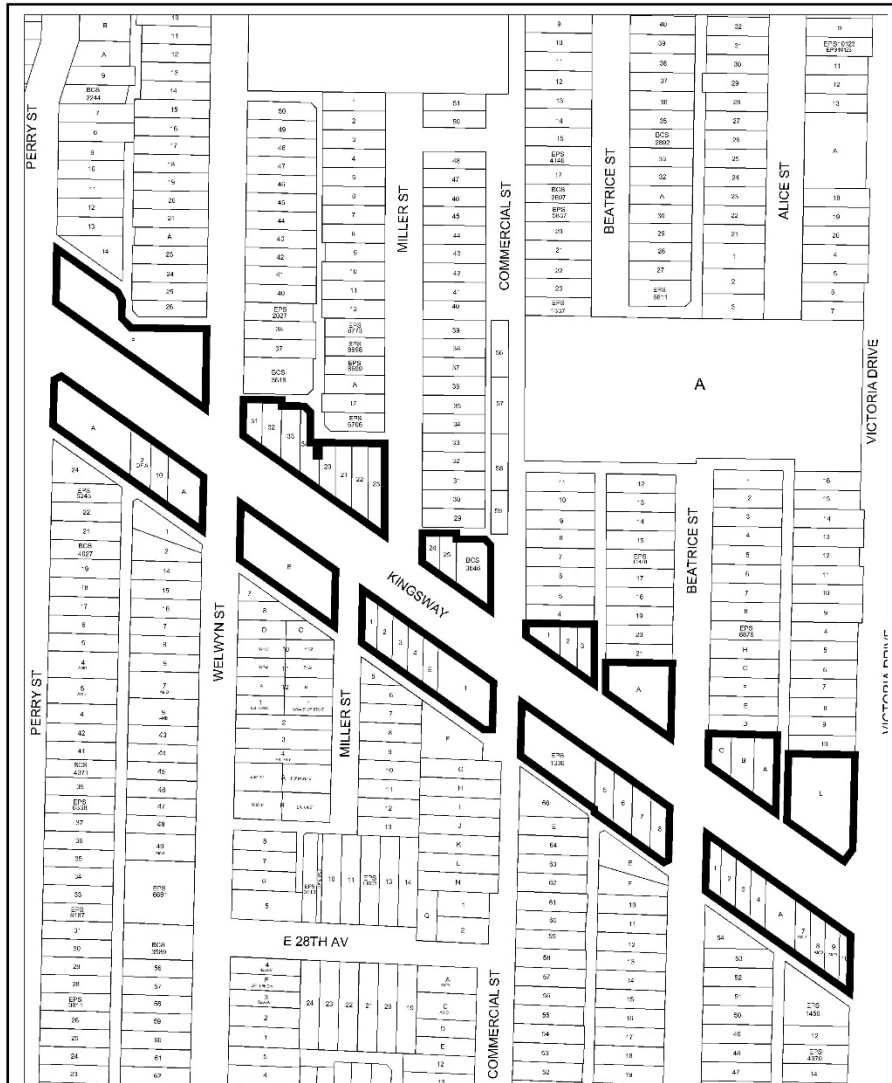
Schedule B



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

RZ- Citywide C-2		map: 41 of 60	↑
City of Vancouver		scale: NTS	
		PH date:	

# Schedule B



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

**RZ- Citywide C-2**

map:42 of 60

scale: NTS



**City of Vancouver**

PH date:

# Schedule B



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

**RZ- Citywide C-2**

map:43 of 60

scale: NTS



**City of Vancouver**

PH date:

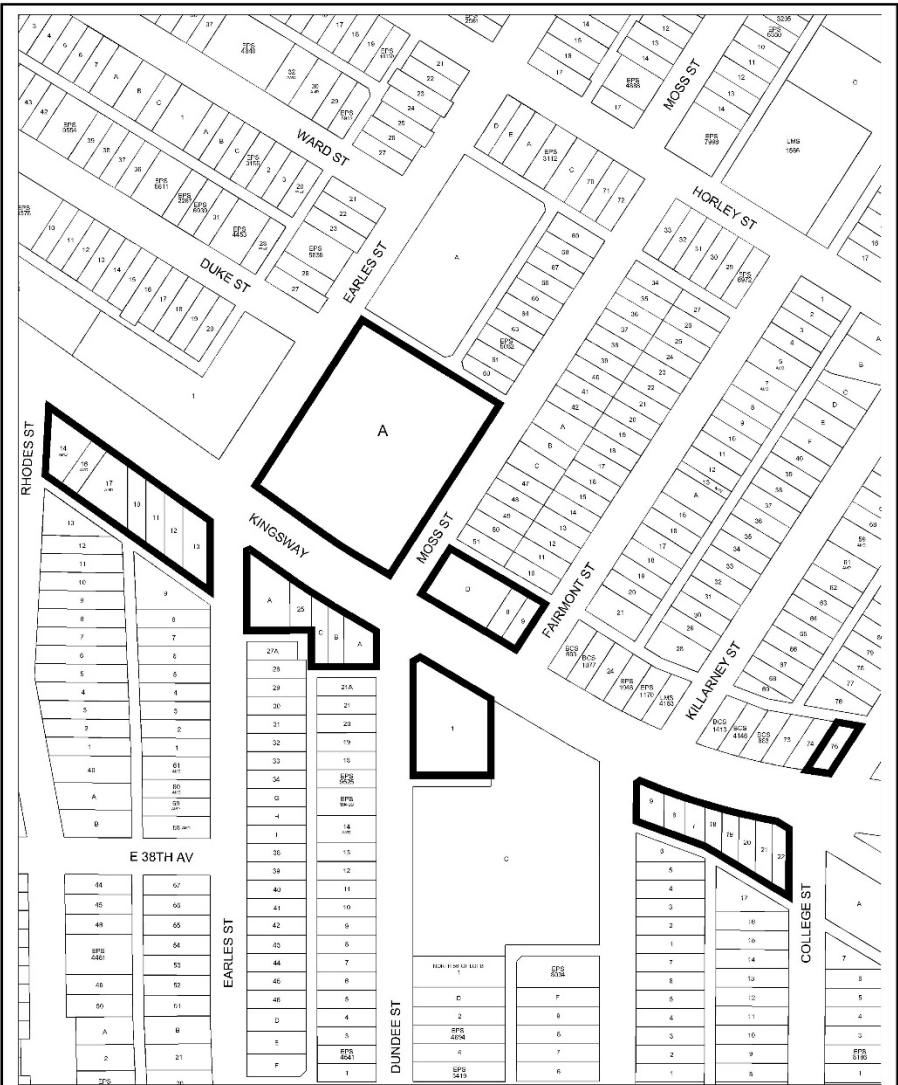
Schedule B



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

<b>RZ- Citywide C-2</b>	map:44 of 60 scale: NTS	↑
<b>City of Vancouver</b>	PH date:	

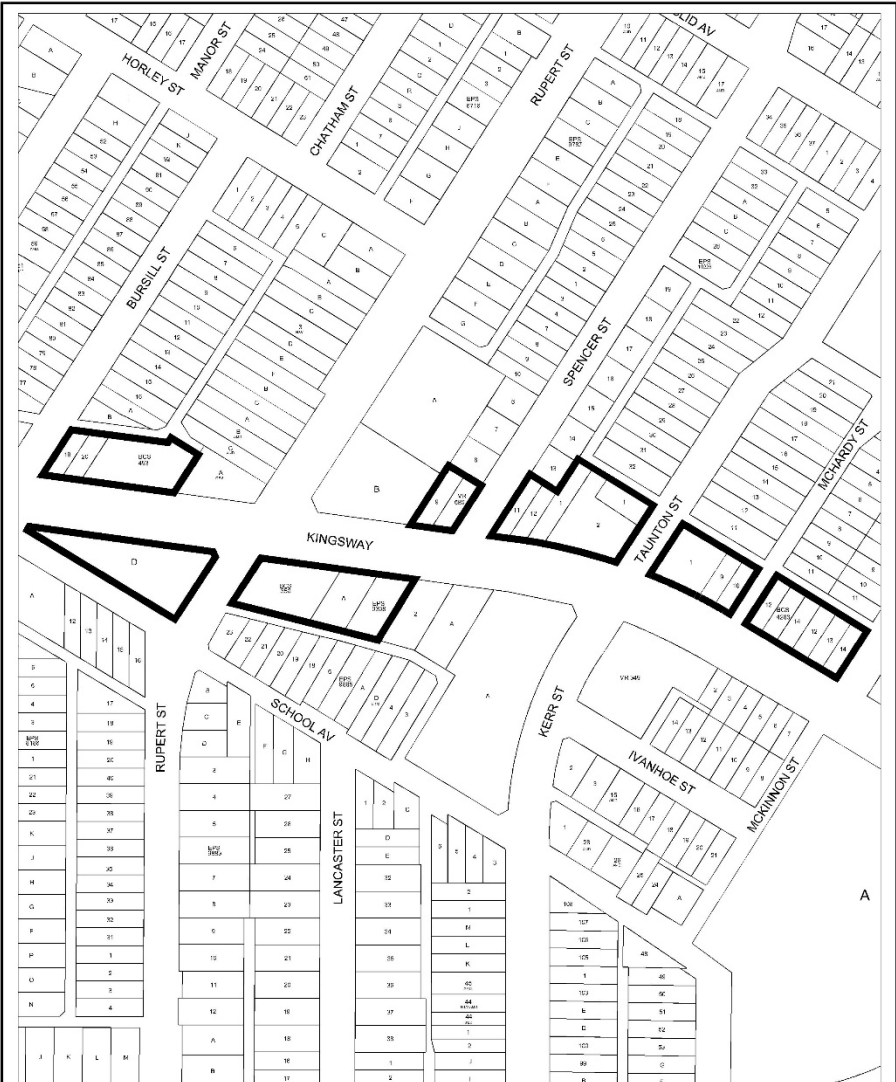
Schedule B



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

<b>RZ- Citywide C-2</b>	map:45 of 60 scale: NTS	<b>↑</b>
<b>City of Vancouver</b>	PH date:	

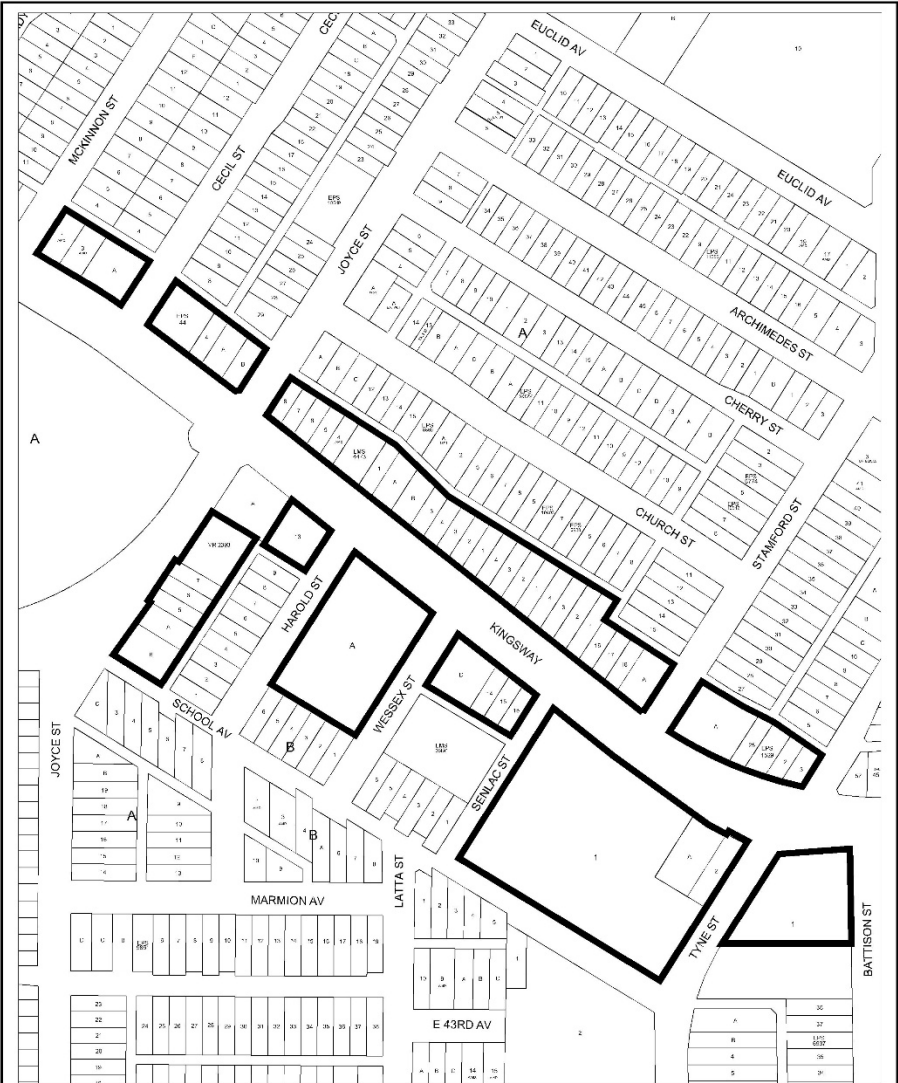
Schedule B



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

<b>RZ- Citywide C-2</b>	map:46 of 60	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

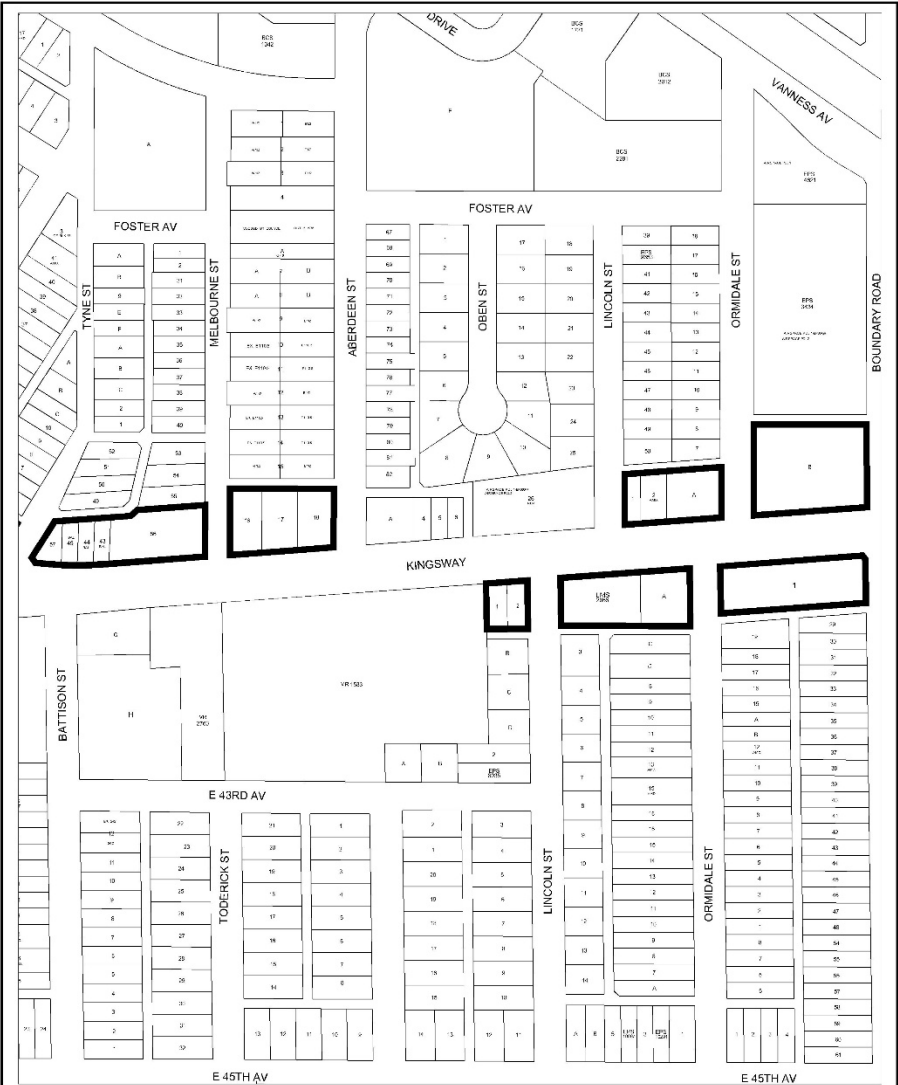
Schedule B





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

RZ- Citywide C-2		map:47 of 60	↑
		scale: NTS	
<b>City of Vancouver</b>		PH date:	

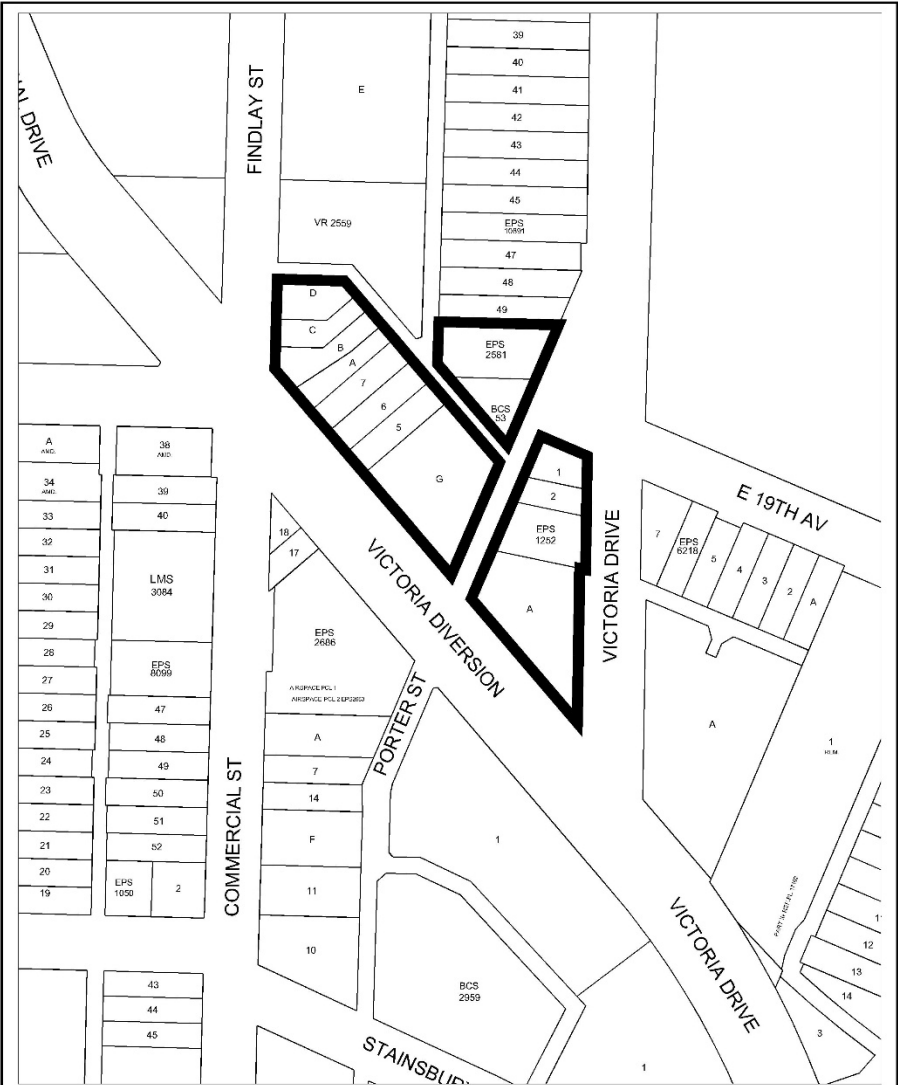
Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:48 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

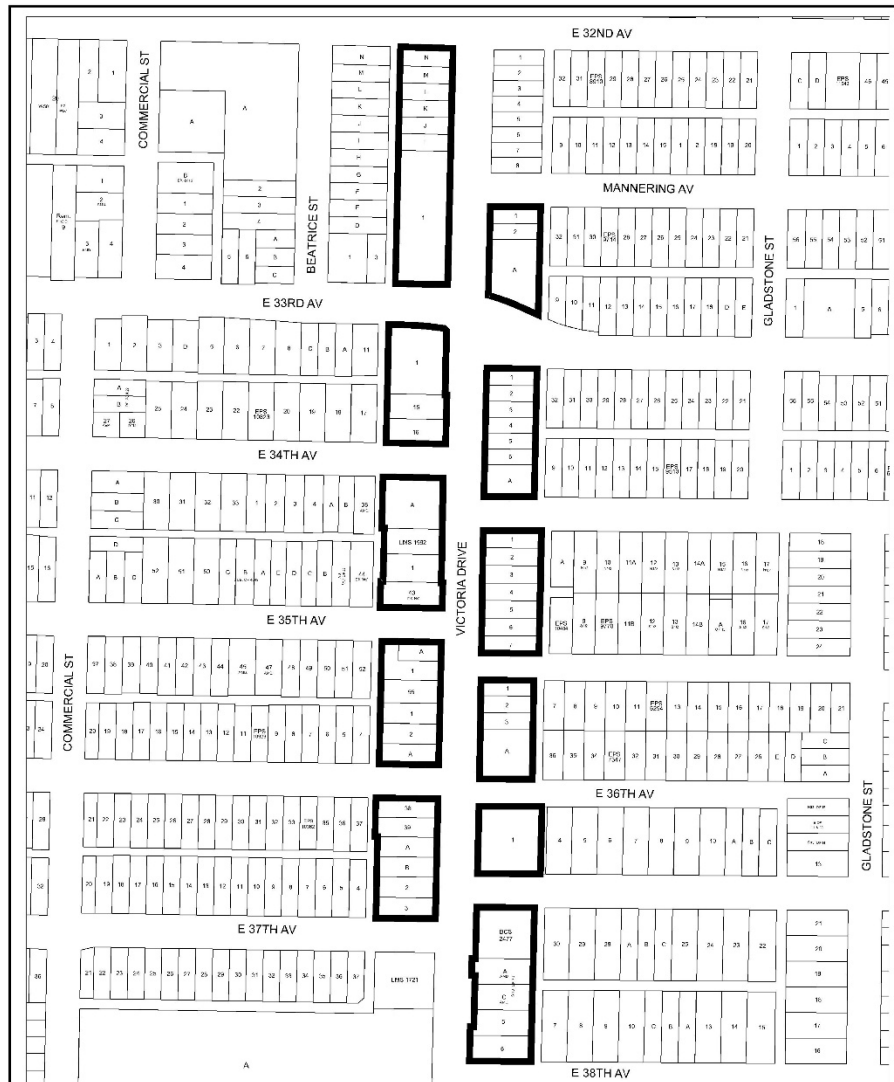
Schedule B



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

RZ- Citywide C-2		map:49 of 60	↑
		scale: NTS	
<b>City of Vancouver</b>		PH date:	

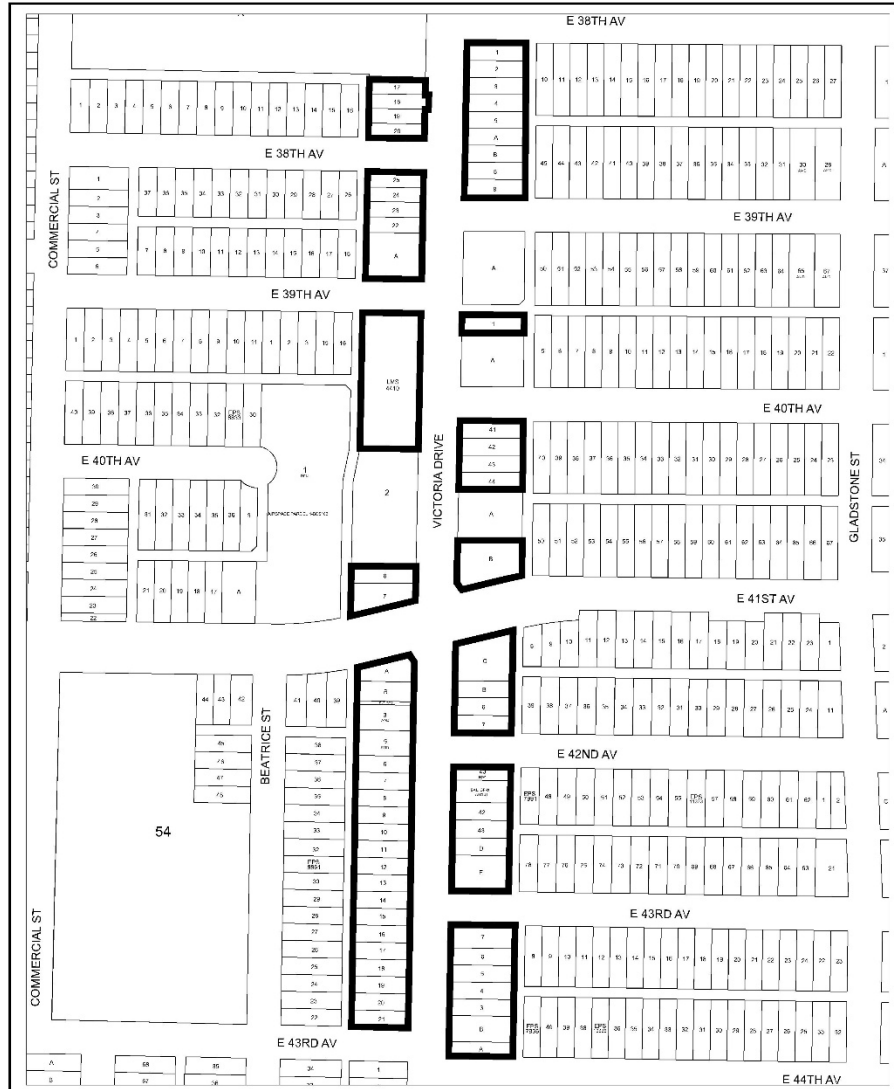
# Schedule B




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

<b>RZ- Citywide C-2</b>	map:50 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

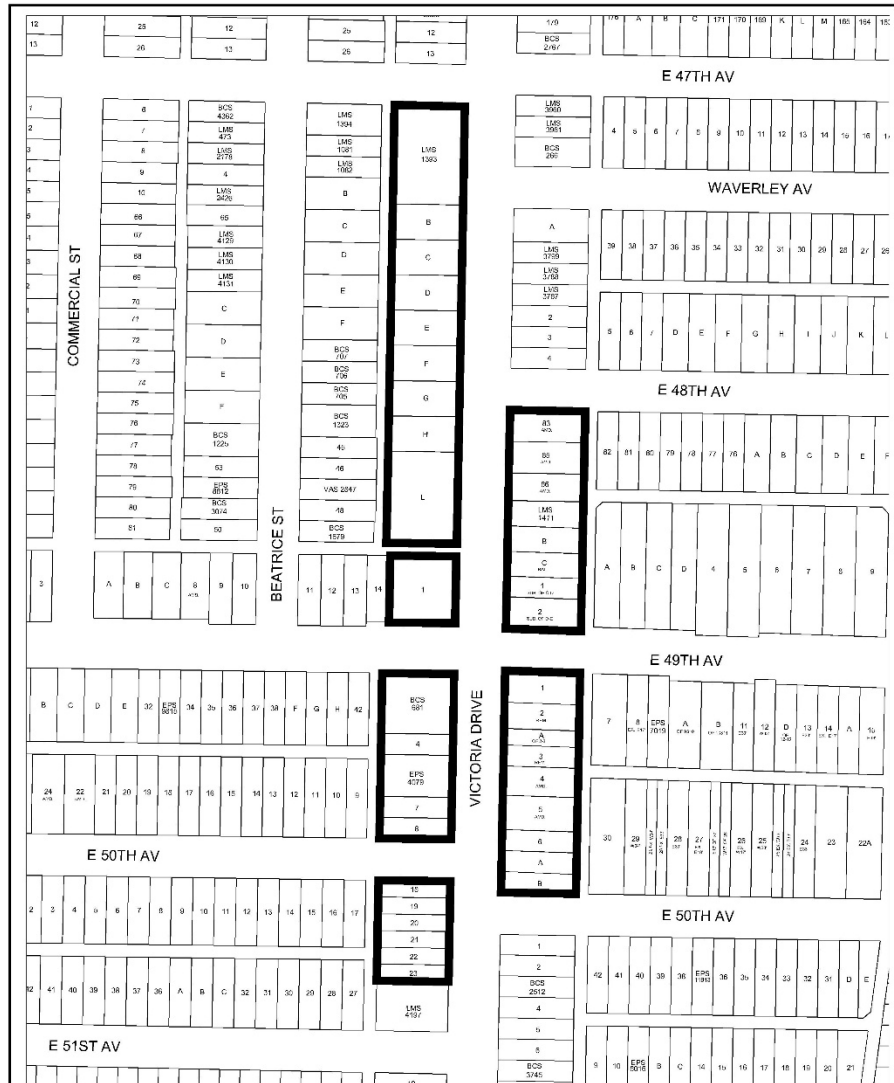
# Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2** to **C-2A**

<b>RZ- Citywide C-2</b>	map:51 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

# Schedule B



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

RZ- Citywide C-2

map:52 of 60

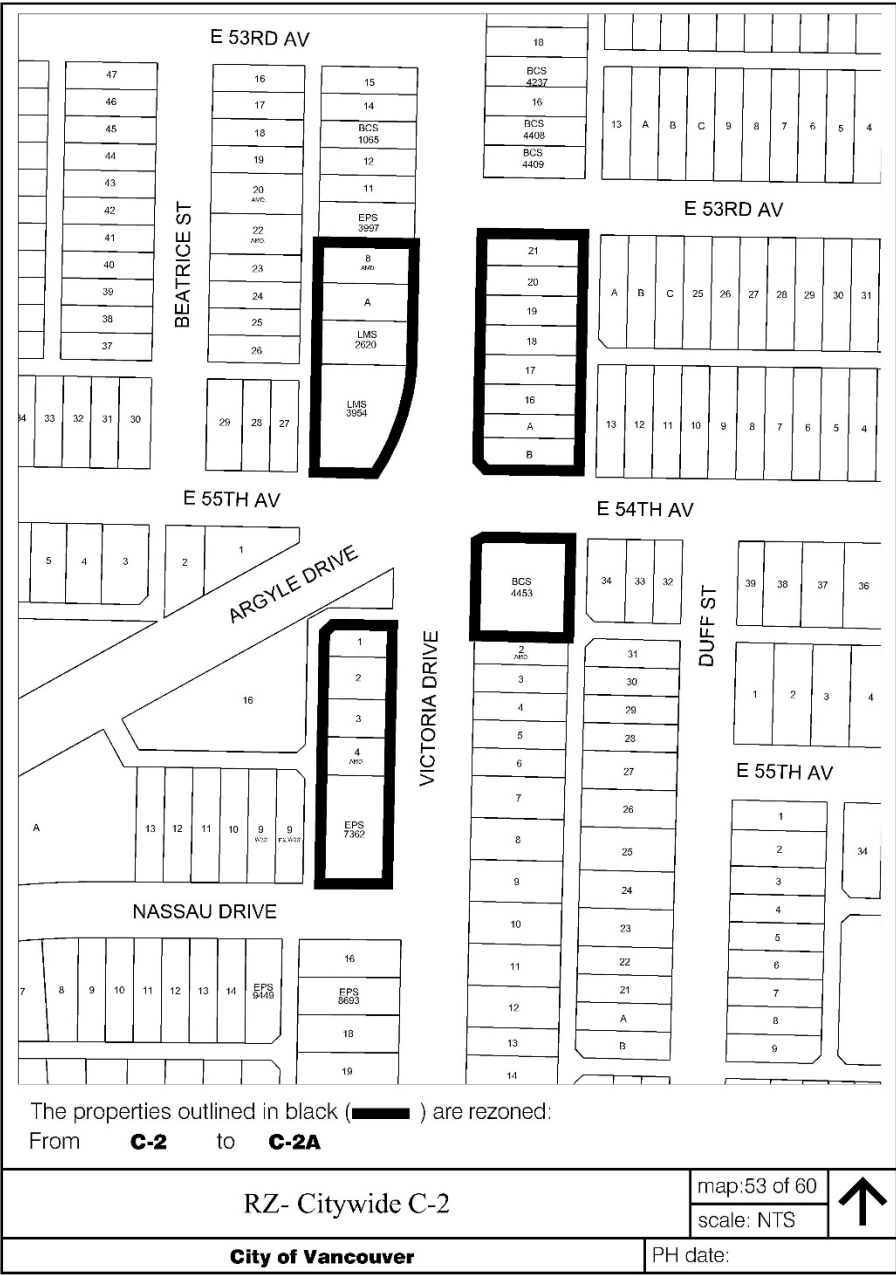
scale: NTS



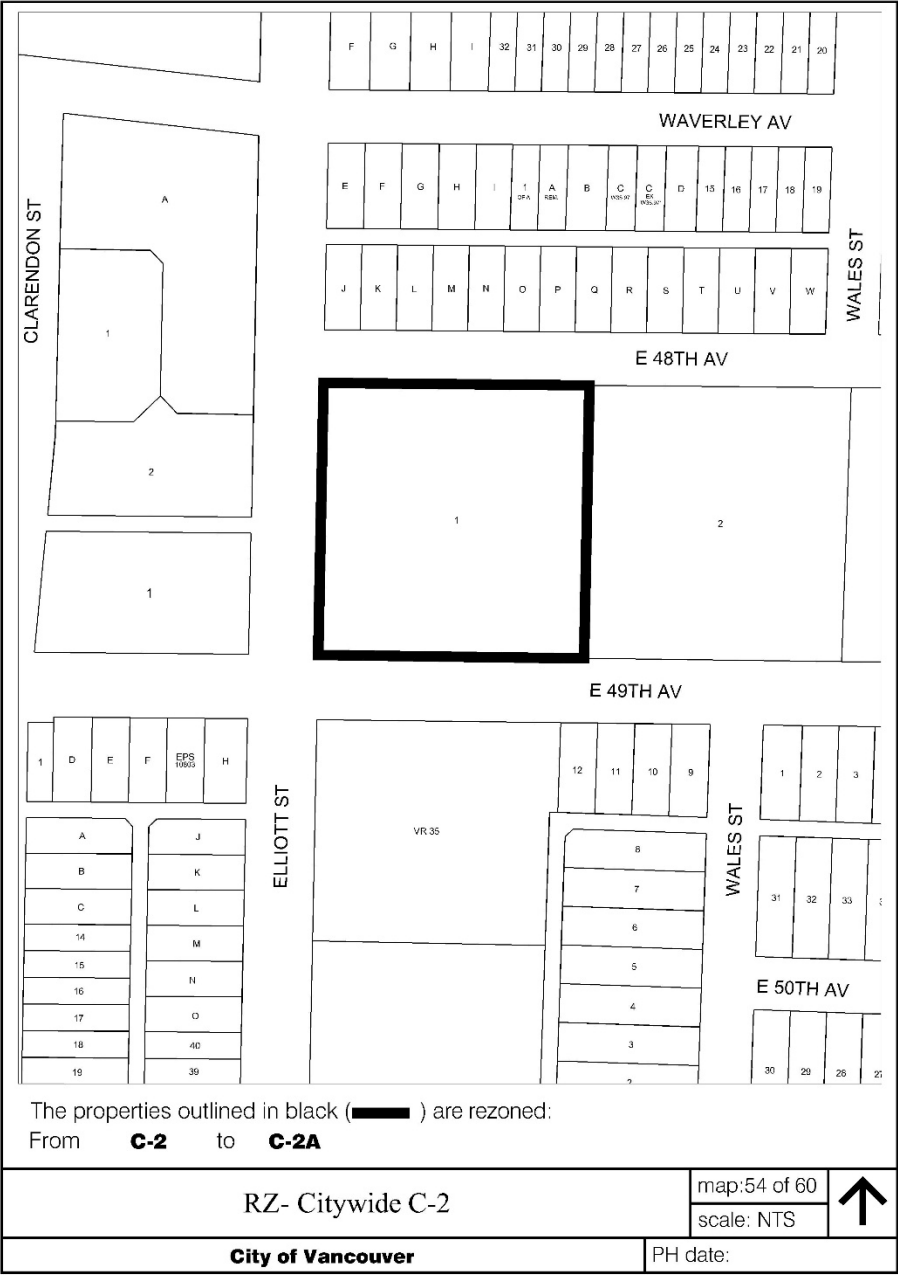
City of Vancouver

PH date:

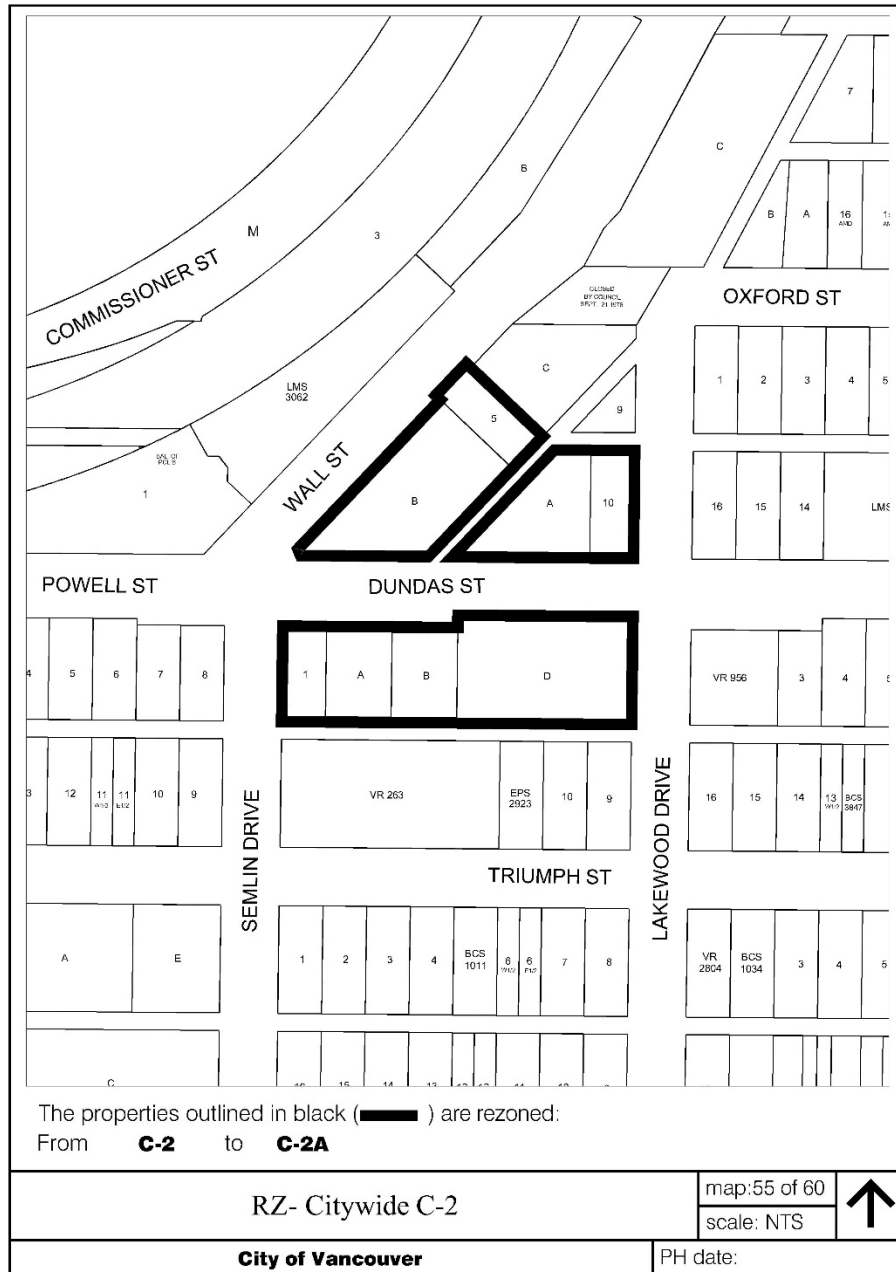
Schedule B



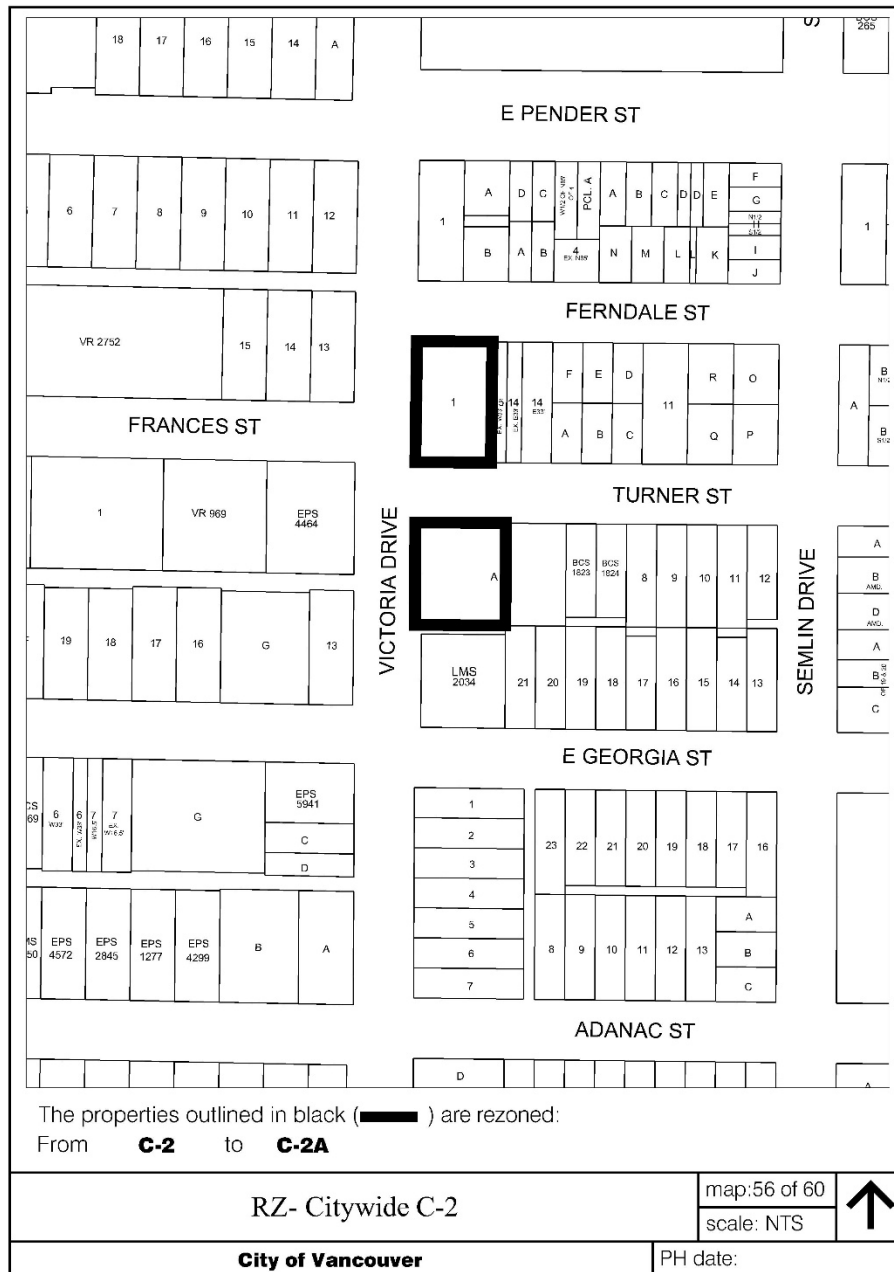
Schedule B



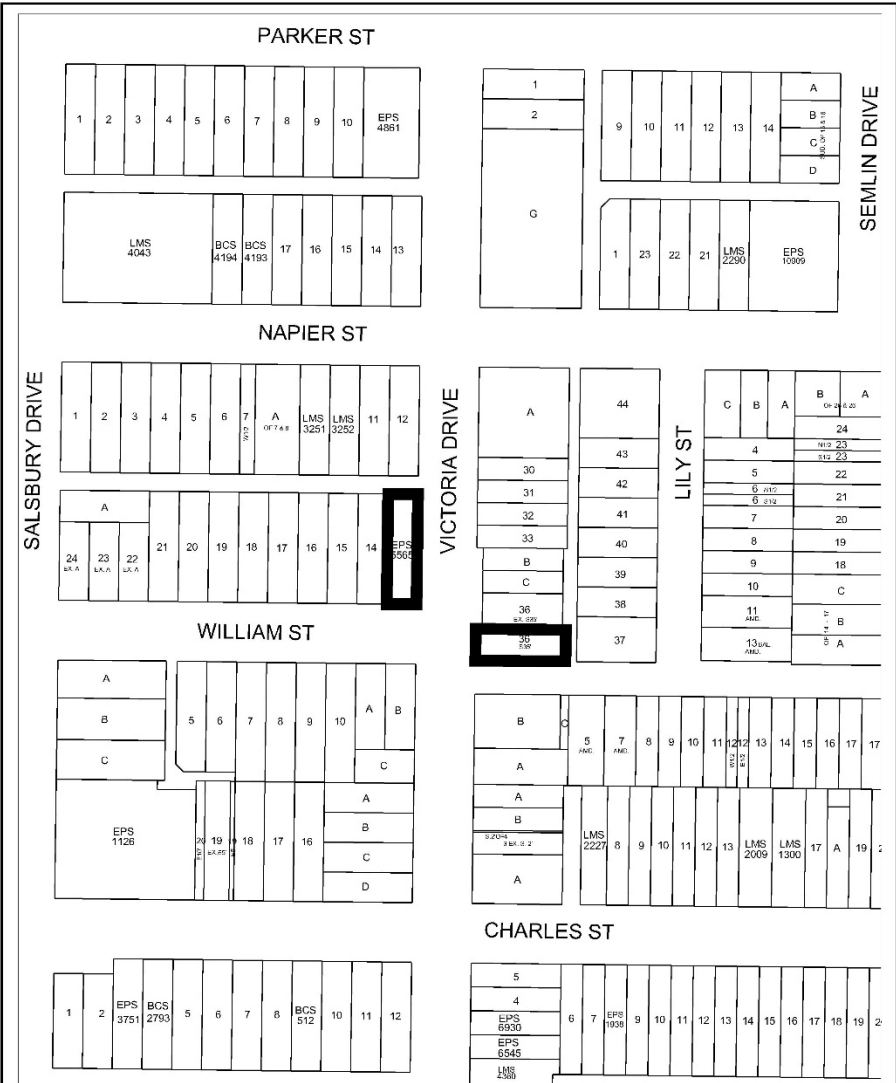
# Schedule B



Schedule B



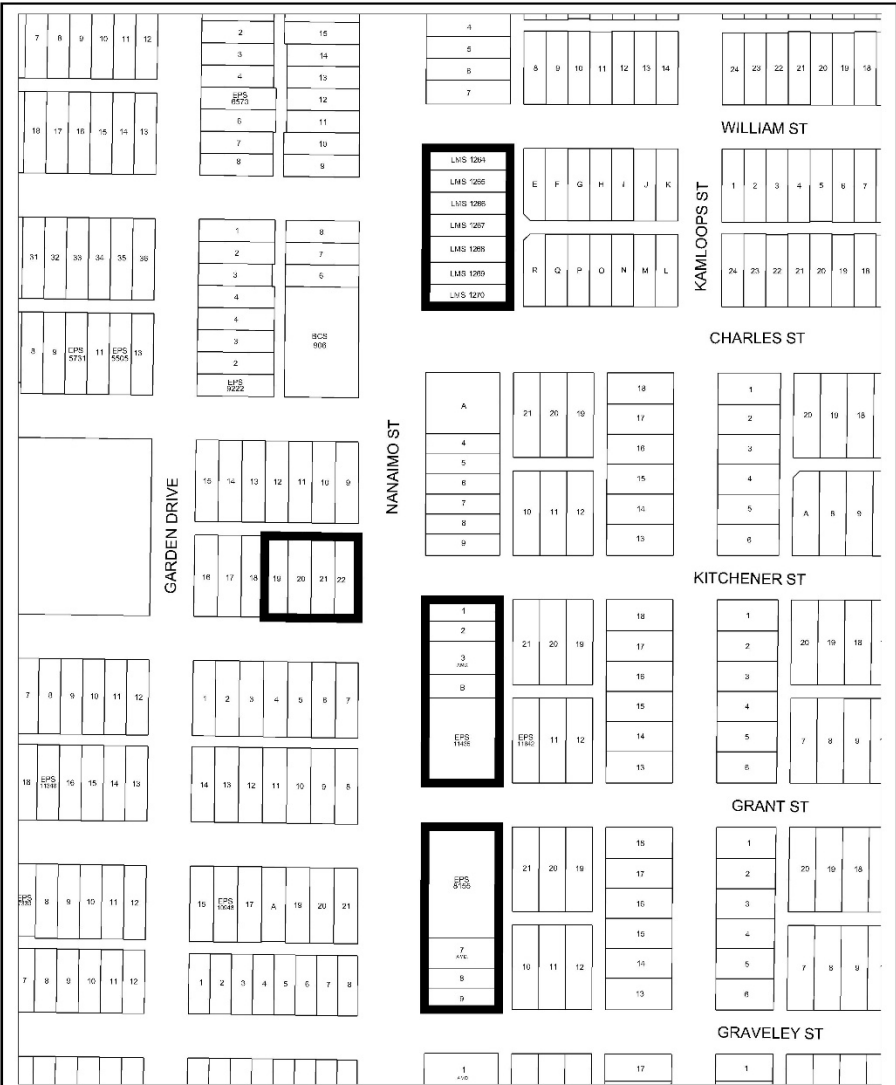
Schedule B



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

<b>RZ- Citywide C-2</b>	map:57 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B



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

<b>RZ- Citywide C-2</b>	map:58 of 60 scale: NTS	
<b>City of Vancouver</b>	PH date:	

# Schedule B



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

RZ- Citywide C-2

map:59 of 60

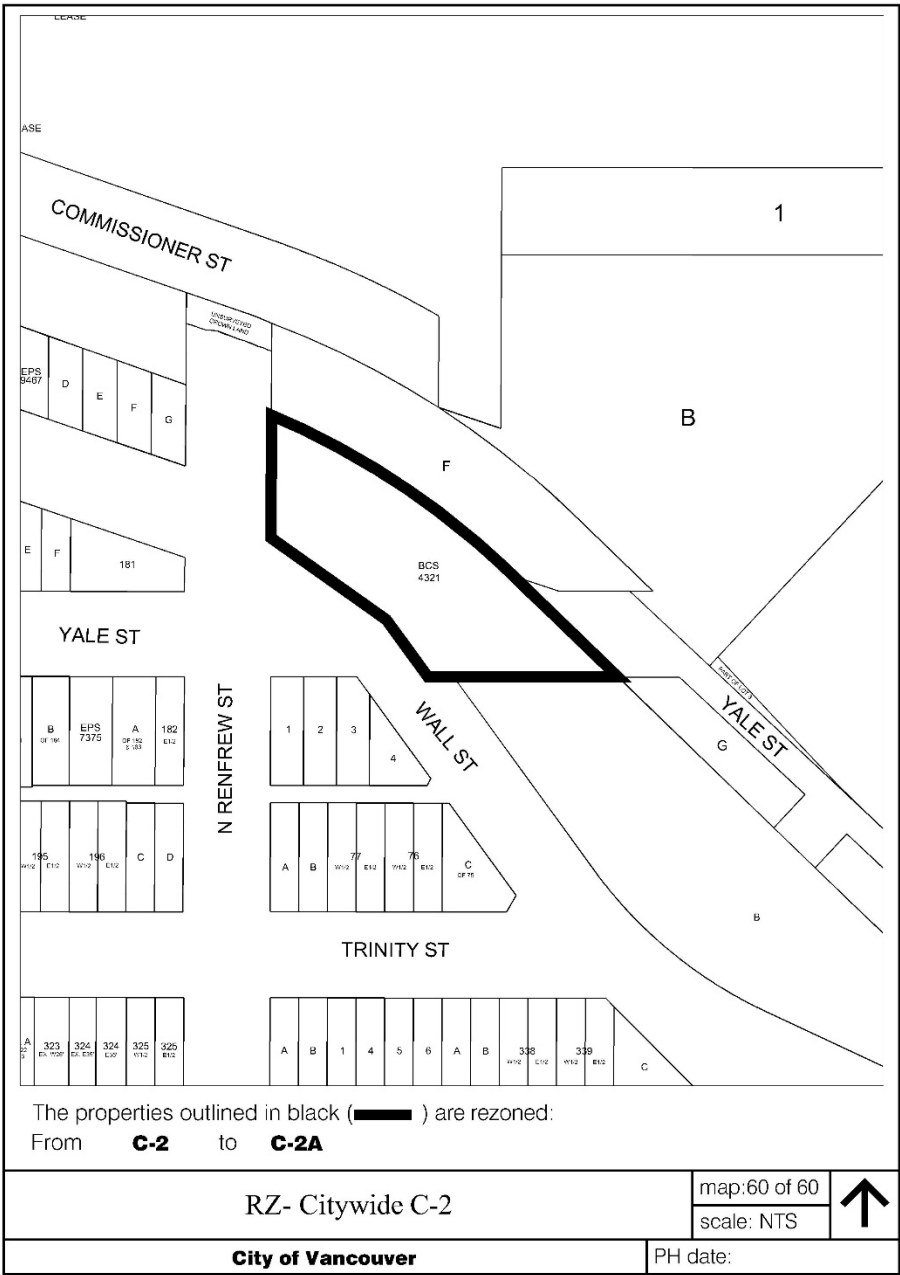
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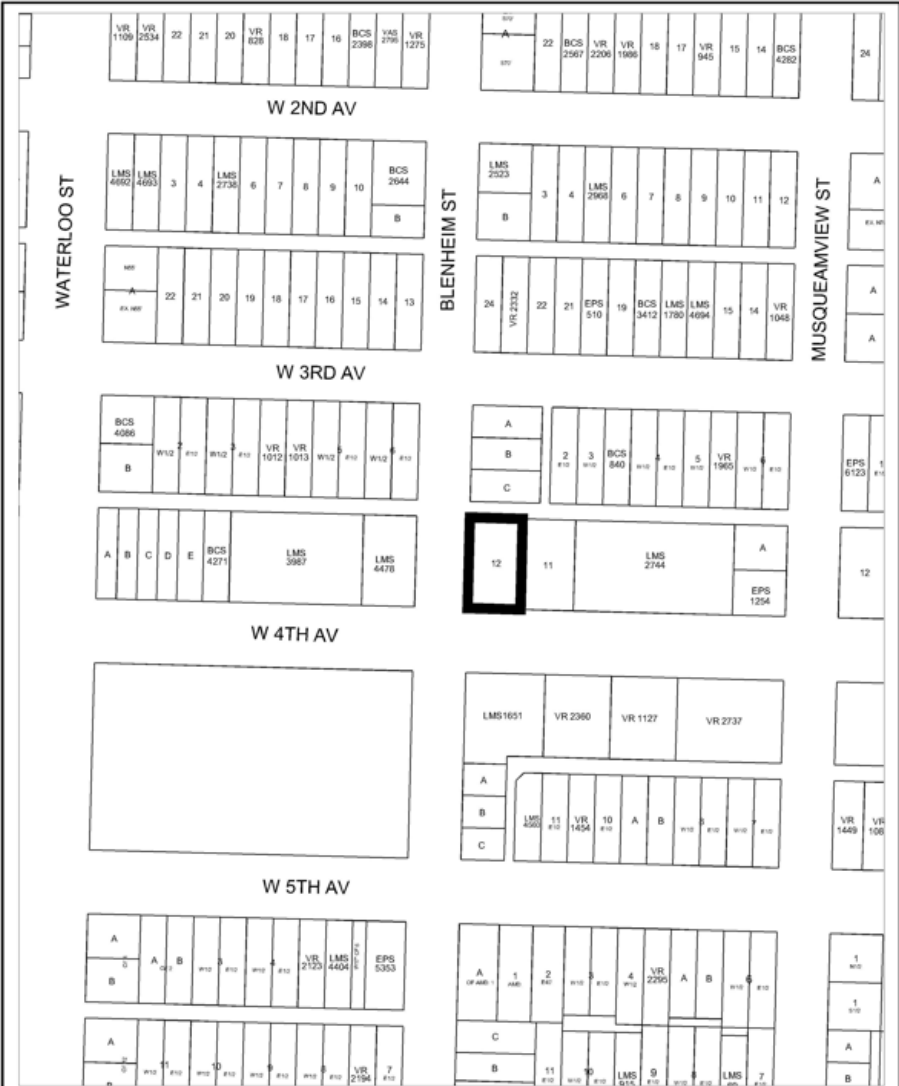
City of Vancouver

PH date:

Schedule B



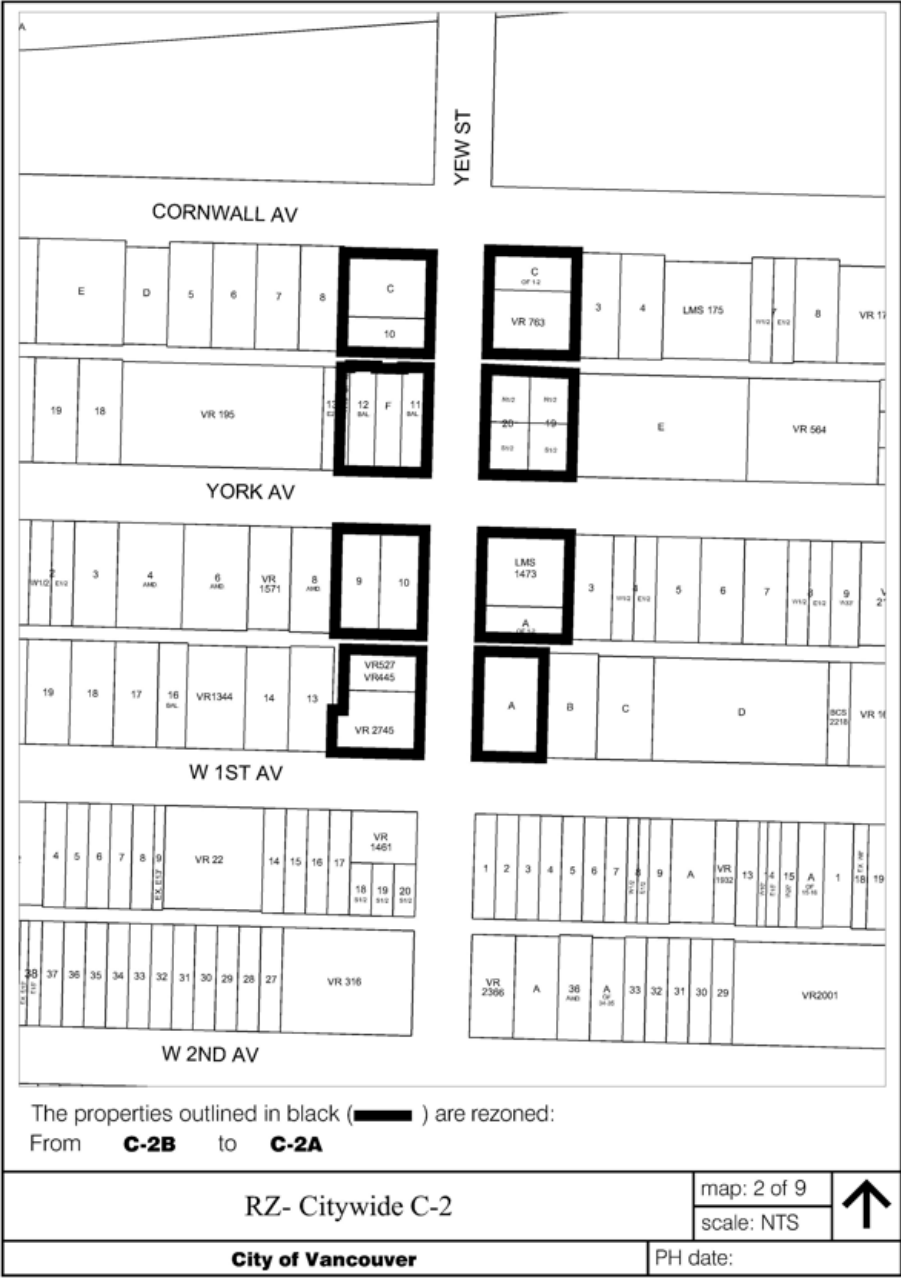
Schedule B



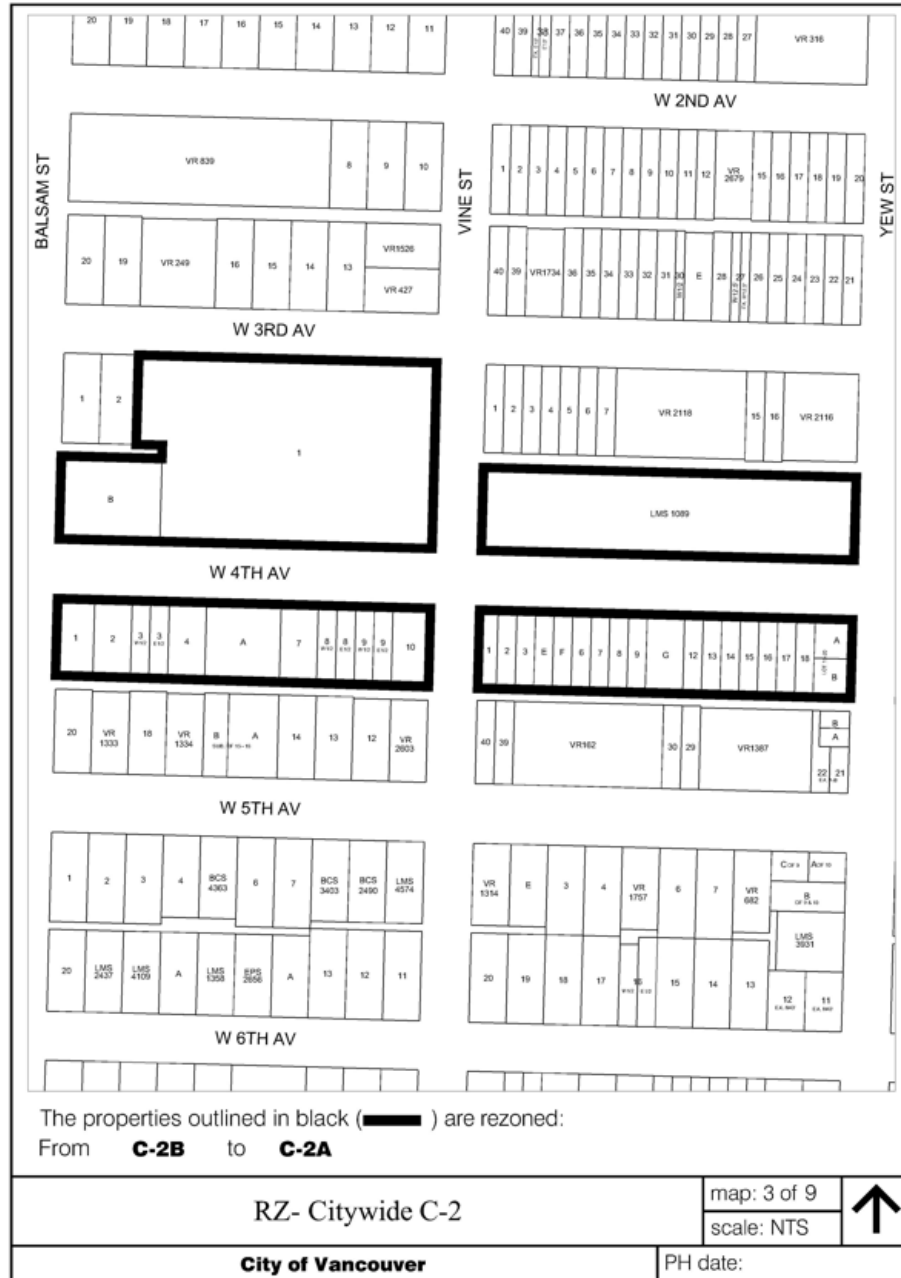
The properties outlined in black ( **█** ) are rezoned:  
 From **C-2B** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 1 of 9	
<b>City of Vancouver</b>	scale: NTS	
PH date:		

Schedule B



Schedule B



The properties outlined in black ( ) are rezoned:  
From **C-2B** to **C-2A**

RZ- Citywide C-2

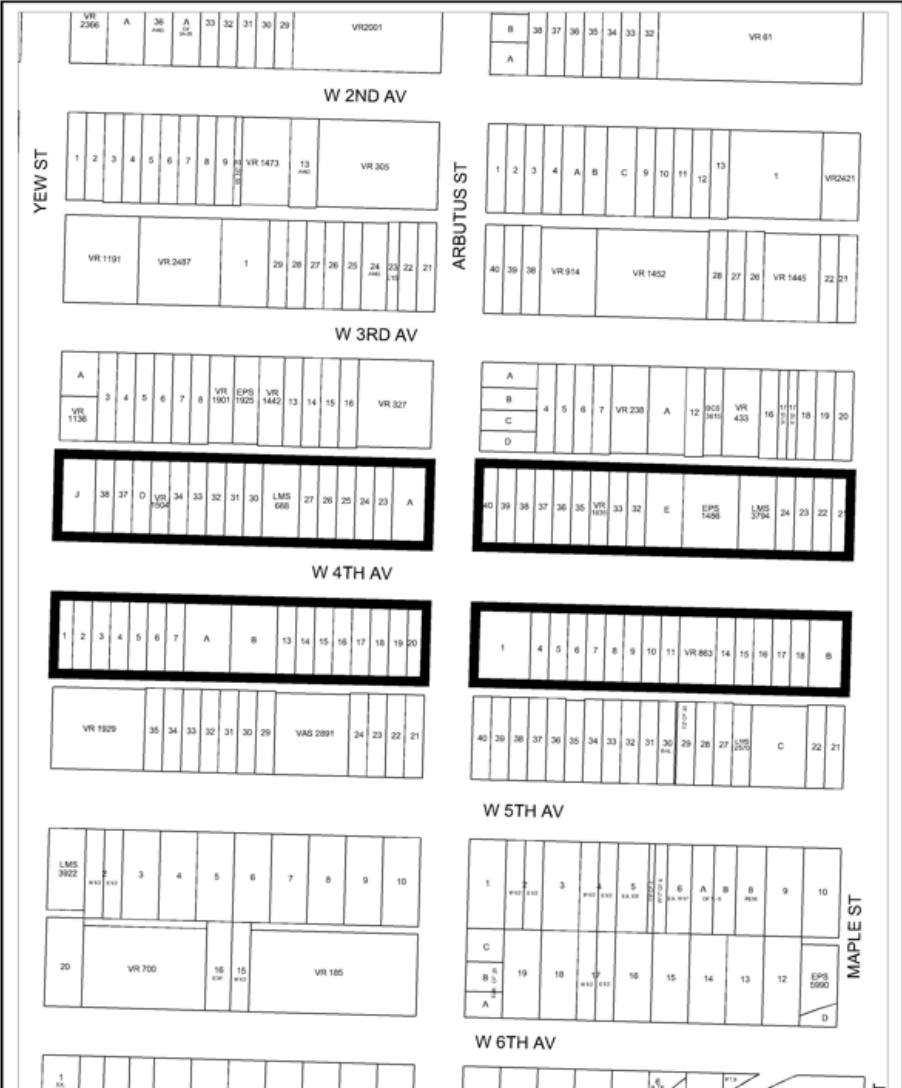
map: 3 of 9  
scale: NTS



City of Vancouver

PH date:

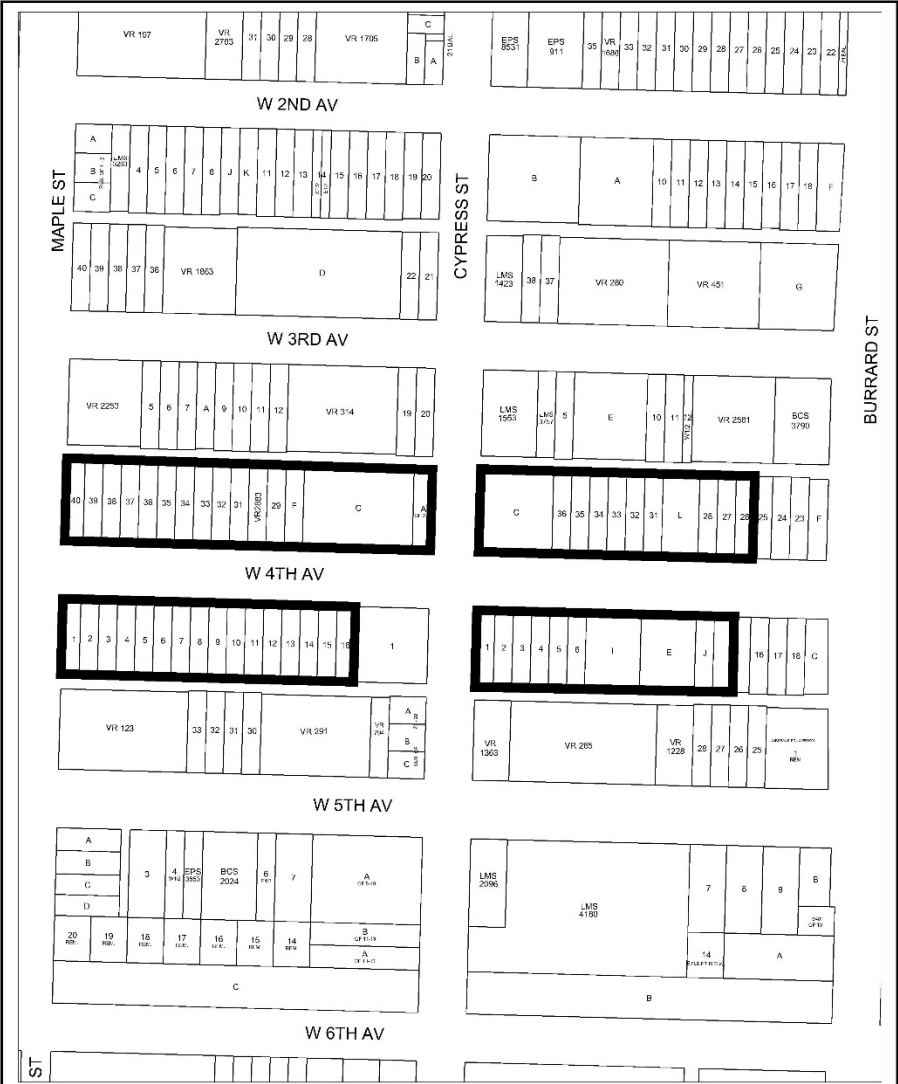
Schedule B



The properties outlined in black ( **█** ) are rezoned:  
 From **C-2B** to **C-2A**

RZ- Citywide C-2		map: 4 of 9	<b>↑</b>
		scale: NTS	
<b>City of Vancouver</b>		PH date:	

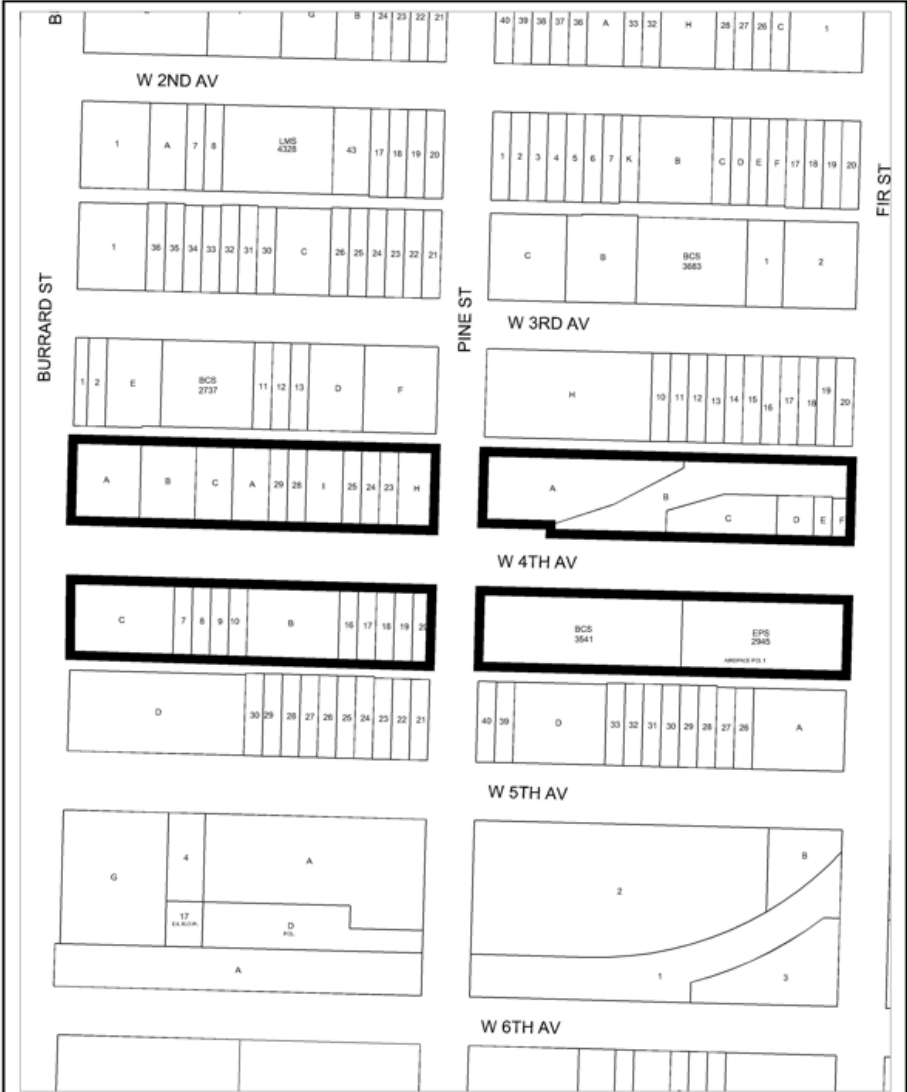
Schedule B



The properties outlined in black ( **█** ) are rezoned:  
 From **C-2B** to **C-2A**

<b>RZ- Citywide C-2</b>	map:5 of 9	
<b>City of Vancouver</b>	scale: NTS	
PH date:		

Schedule B



The properties outlined in black ( **█** ) are rezoned:  
 From **C-2B** to **C-2A**

<p>RZ- Citywide C-2</p>	<p>map: 6 of 9                  scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	



The properties outlined in black ( **█** ) are rezoned:  
 From **C-2B** to **C-2A**

RZ- Citywide C-2

map: 7 of 9  
 scale: NTS





City of Vancouver

PH date:

Schedule B




The properties outlined in black (  ) are rezoned:  
From **C-2B** to **C-2A**

RZ- Citywide C-2	map: 8 of 9	
<b>City of Vancouver</b>	scale: NTS	
PH date:		

Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2B** to **C-2A**

RZ- Citywide C-2

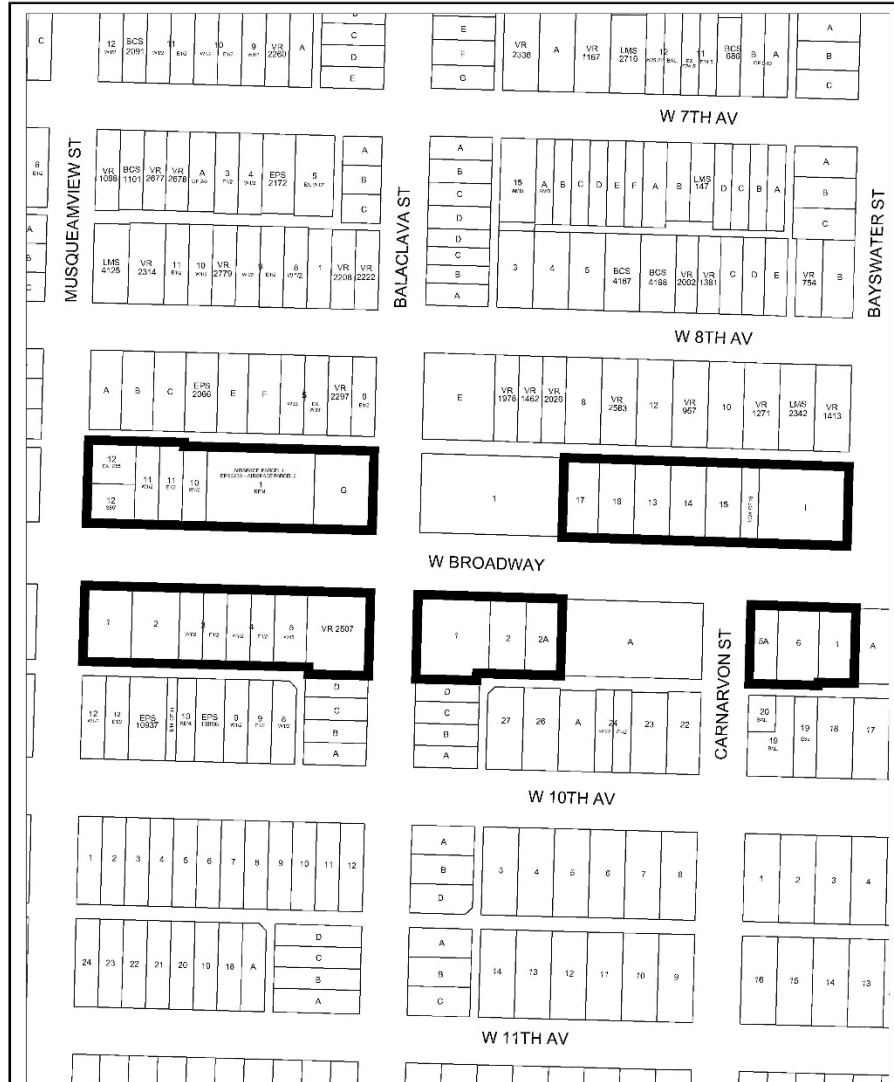
map: 9 of 9  
 scale: NTS




City of Vancouver

PH date:

# Schedule B



The properties outlined in black (  ) are rezoned:  
From **C-2C** to **C-2A**

RZ- Citywide C-2

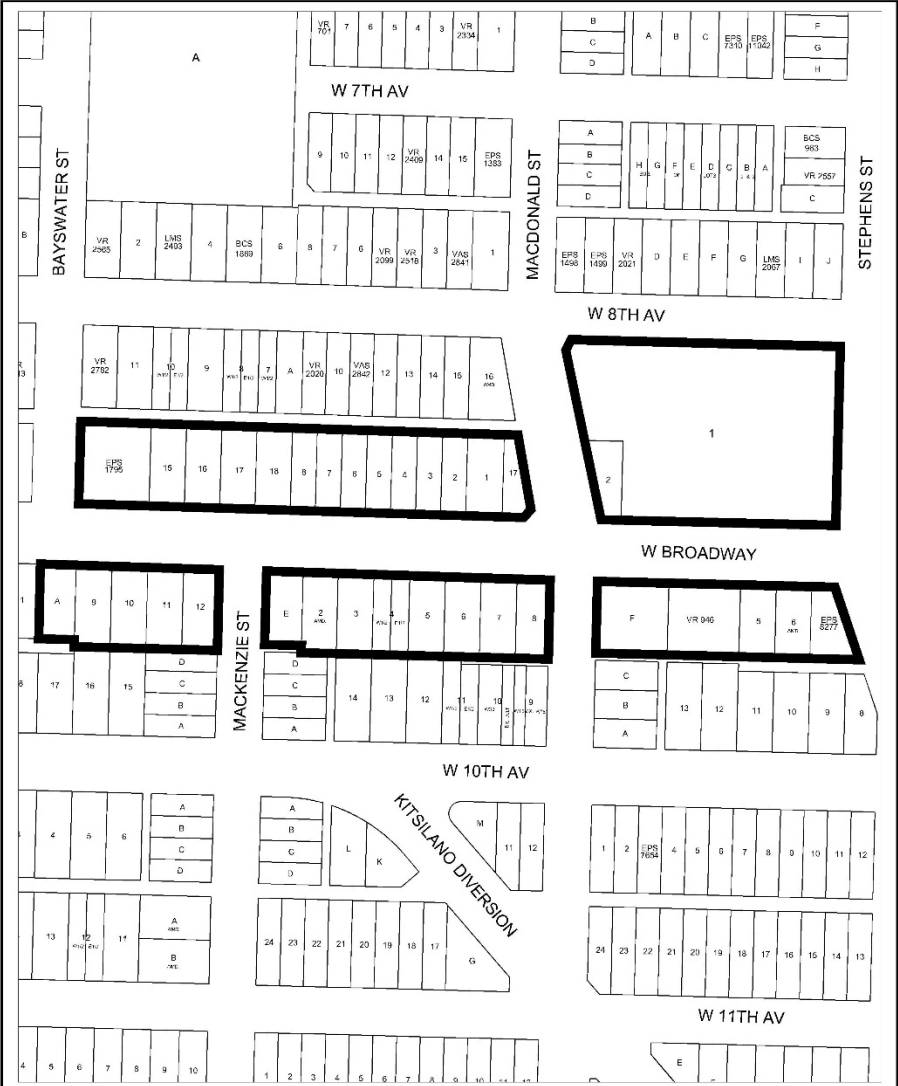
map: 1 of 9  
scale: NTS



City of Vancouver

PH date:

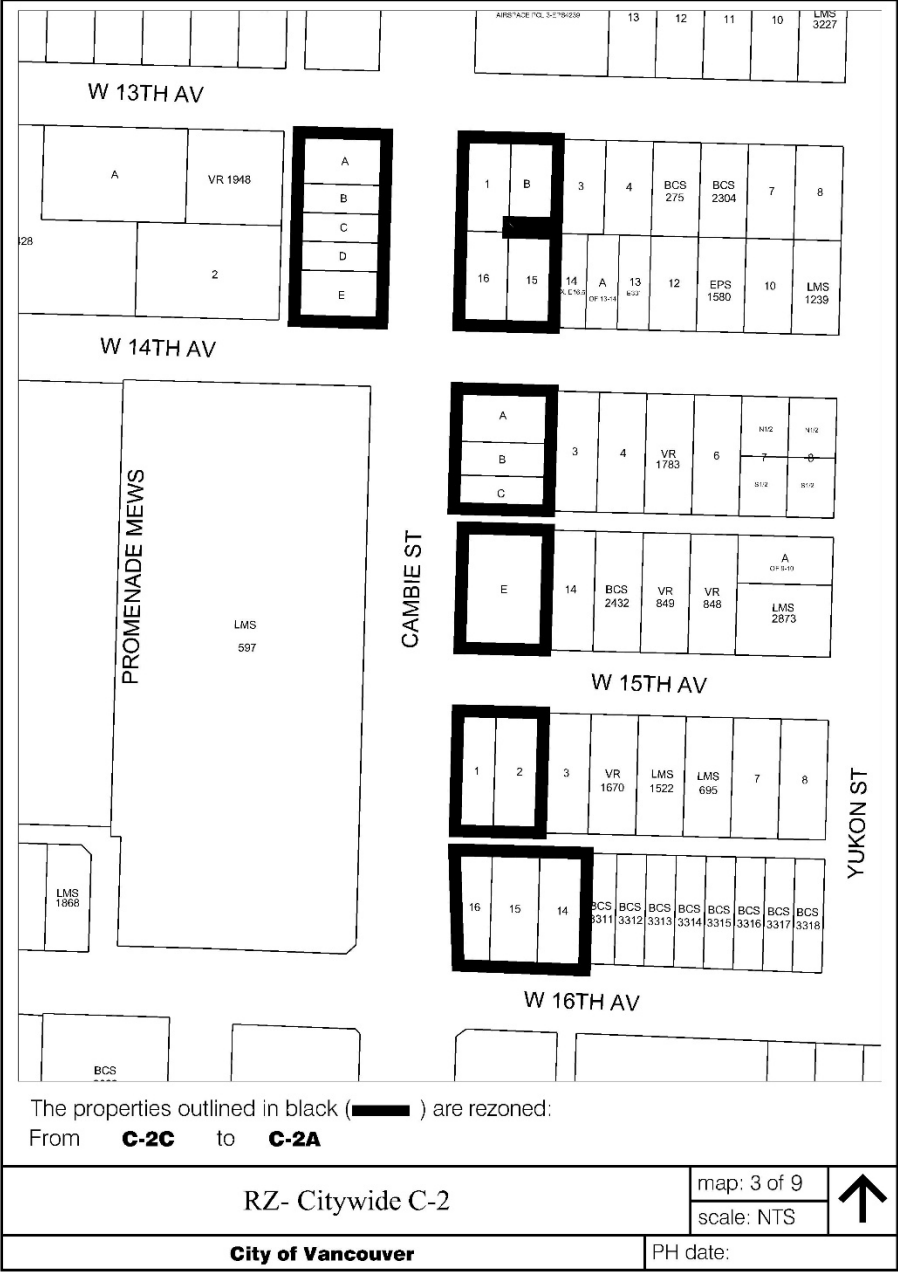
Schedule B



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

<p><b>RZ- Citywide C-2</b></p>	<p>map: 2 of 9                  scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

Schedule B



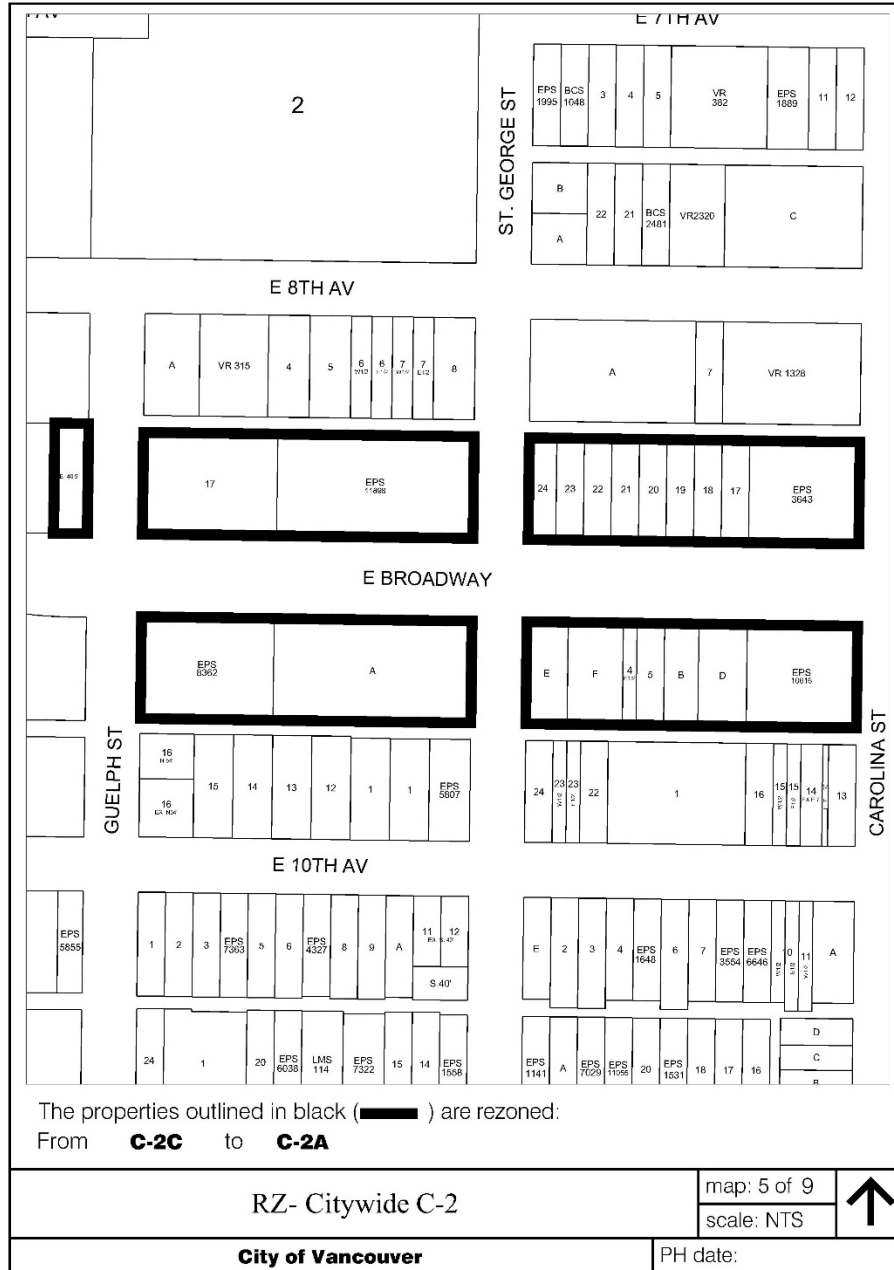
Schedule B



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

<b>RZ- Citywide C-2</b>	map: 4 of 9	<b>↑</b>
<b>City of Vancouver</b>	scale: NTS	
<b>City of Vancouver</b>		PH date:

Schedule B



The properties outlined in black ( ) are rezoned:  
From **C-2C** to **C-2A**

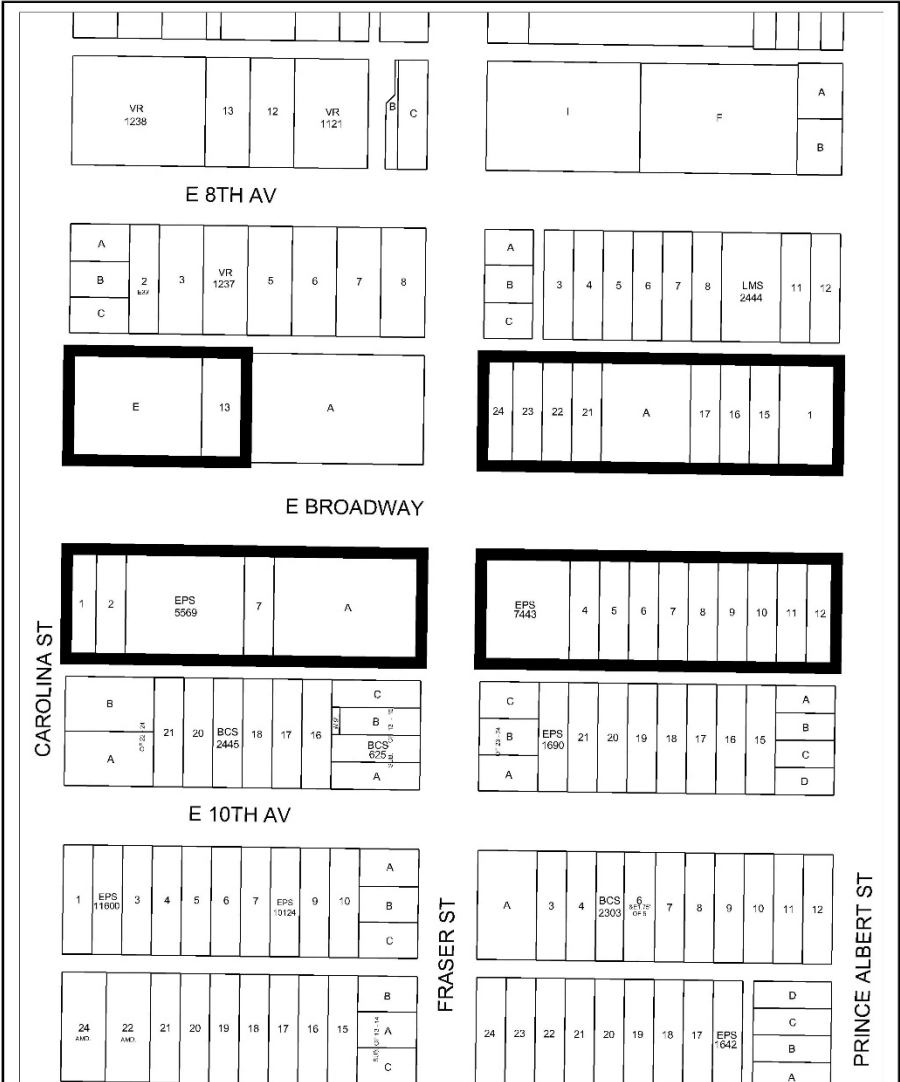
RZ- Citywide C-2


map: 5 of 9  
scale: NTS




City of Vancouver

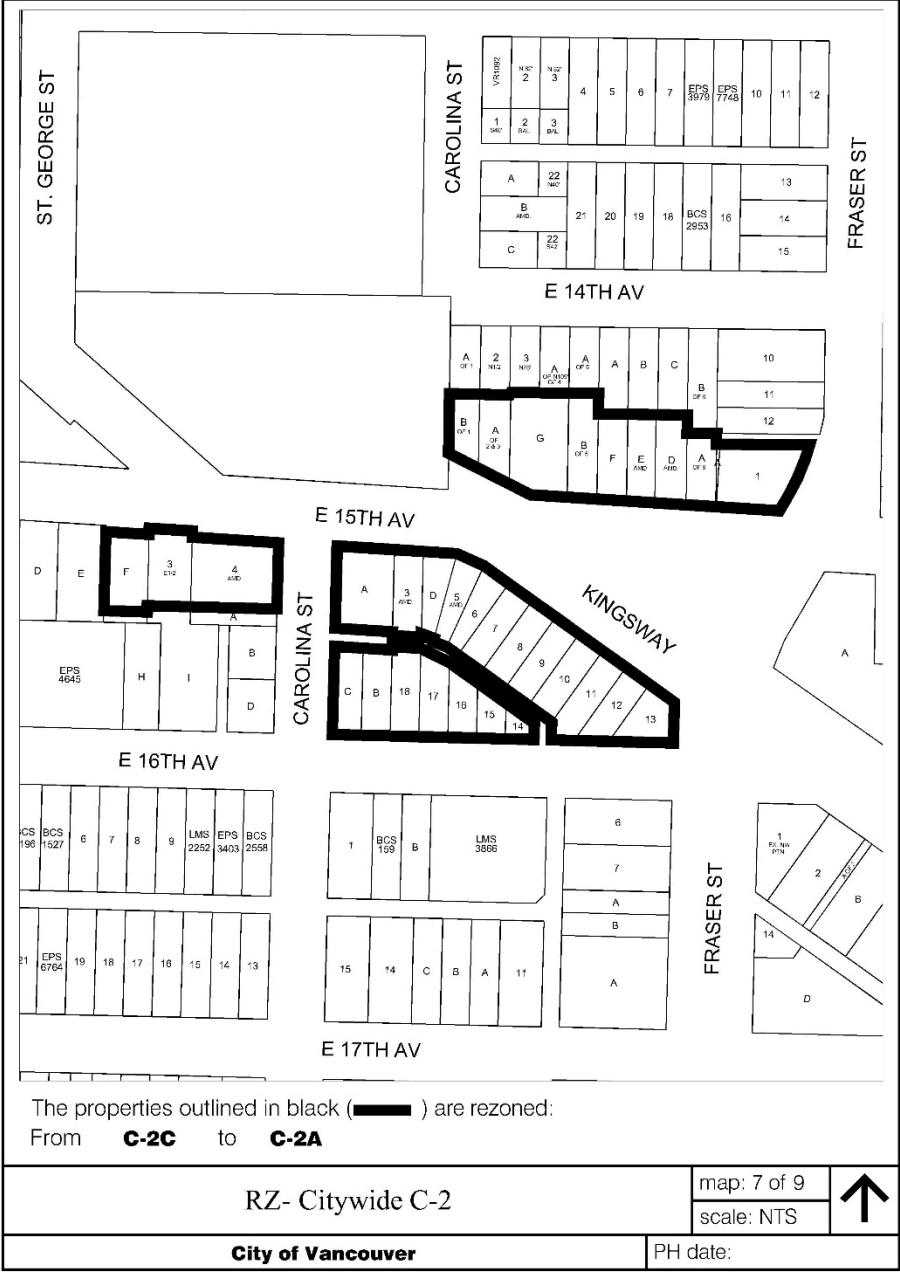
PH date:



The properties outlined in black (  ) are rezoned:  
From **C-2C** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 6 of 9 scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B



The properties outlined in black ( ) are rezoned:  
From **C-2C** to **C-2A**

RZ- Citywide C-2

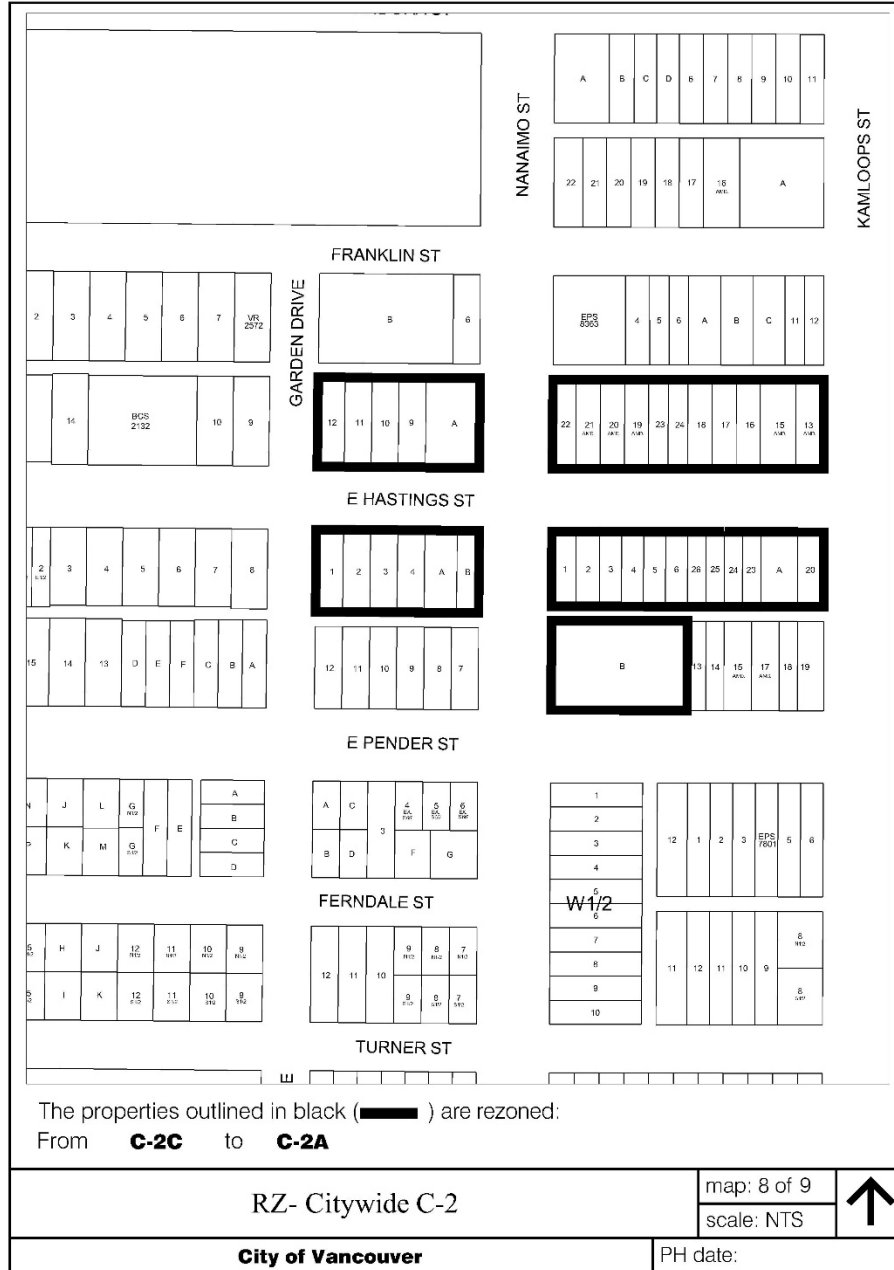
map: 7 of 9  
scale: NTS




City of Vancouver

PH date:

# Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2C** to **C-2A**

RZ- Citywide C-2

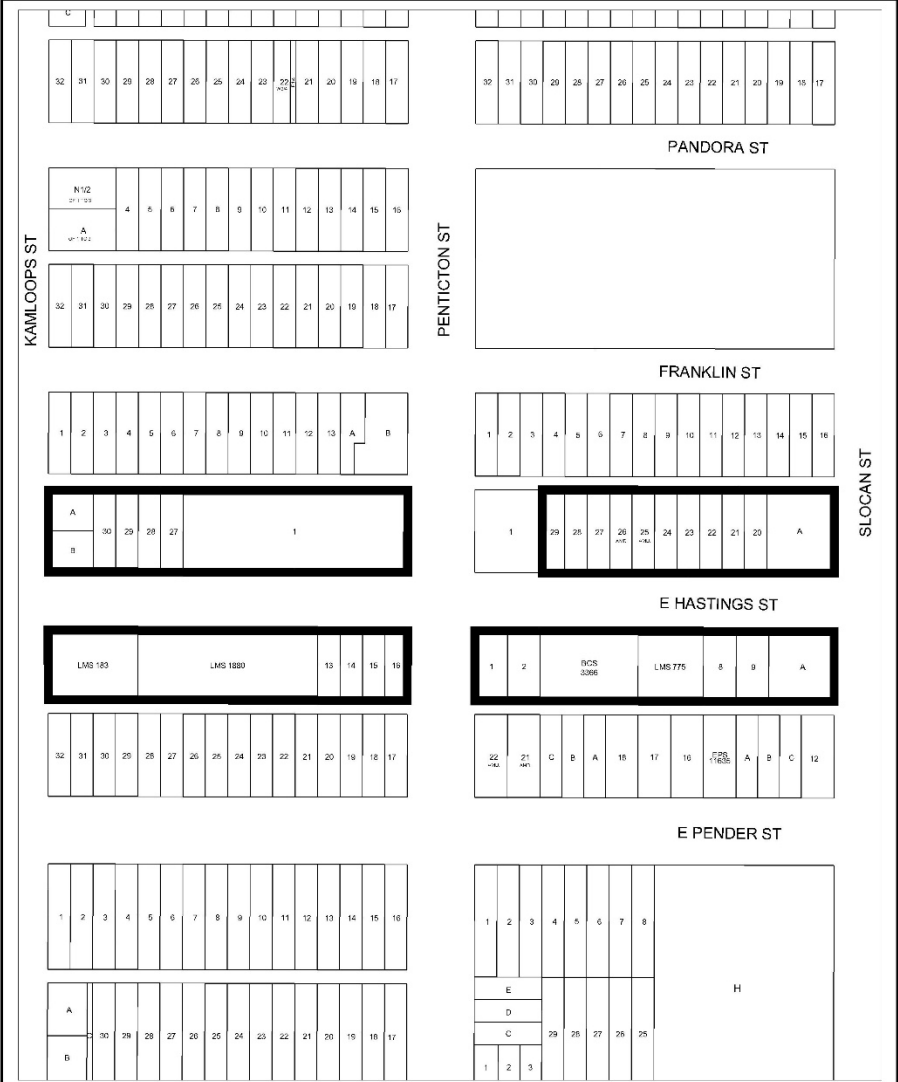
map: 8 of 9  
 scale: NTS





City of Vancouver

PH date:

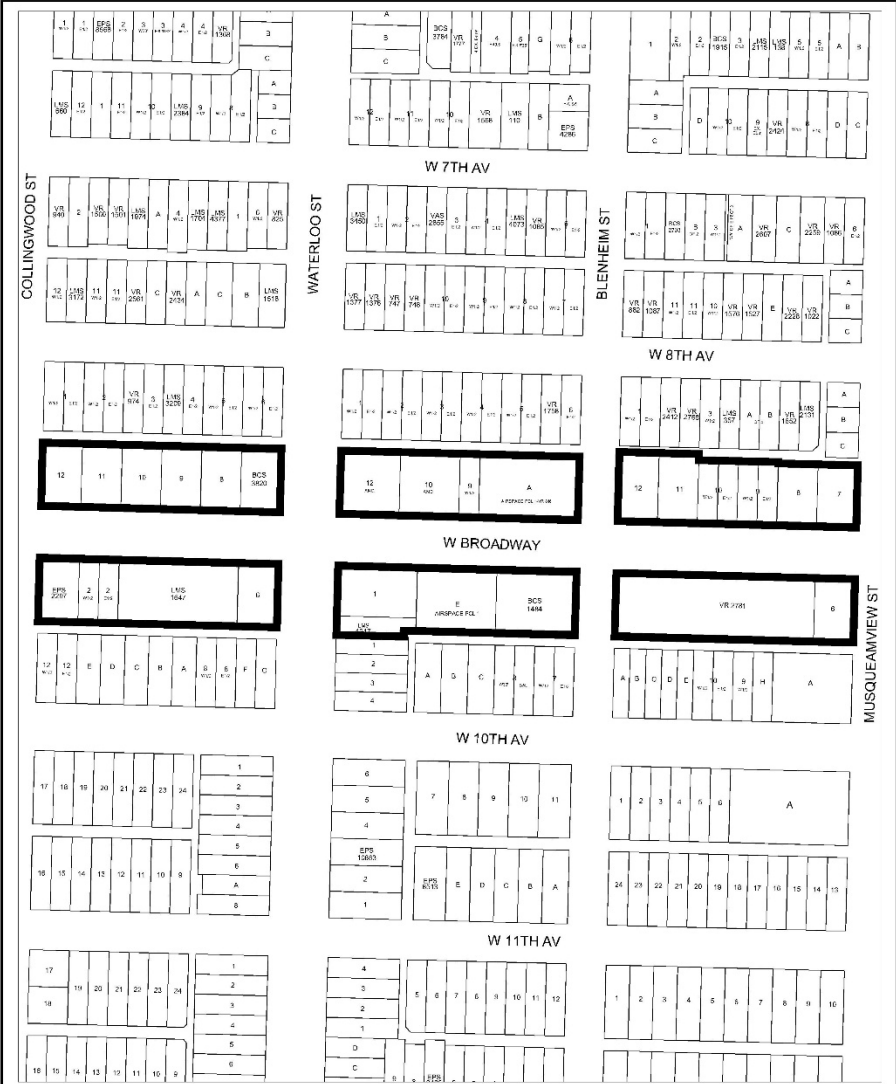
Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2C** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 9 of 9	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

Schedule B





The properties outlined in black ( ) are rezoned:  
From **C-2C1** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 1 of 8	
	scale: NTS	
<b>City of Vancouver</b>	PH date:	

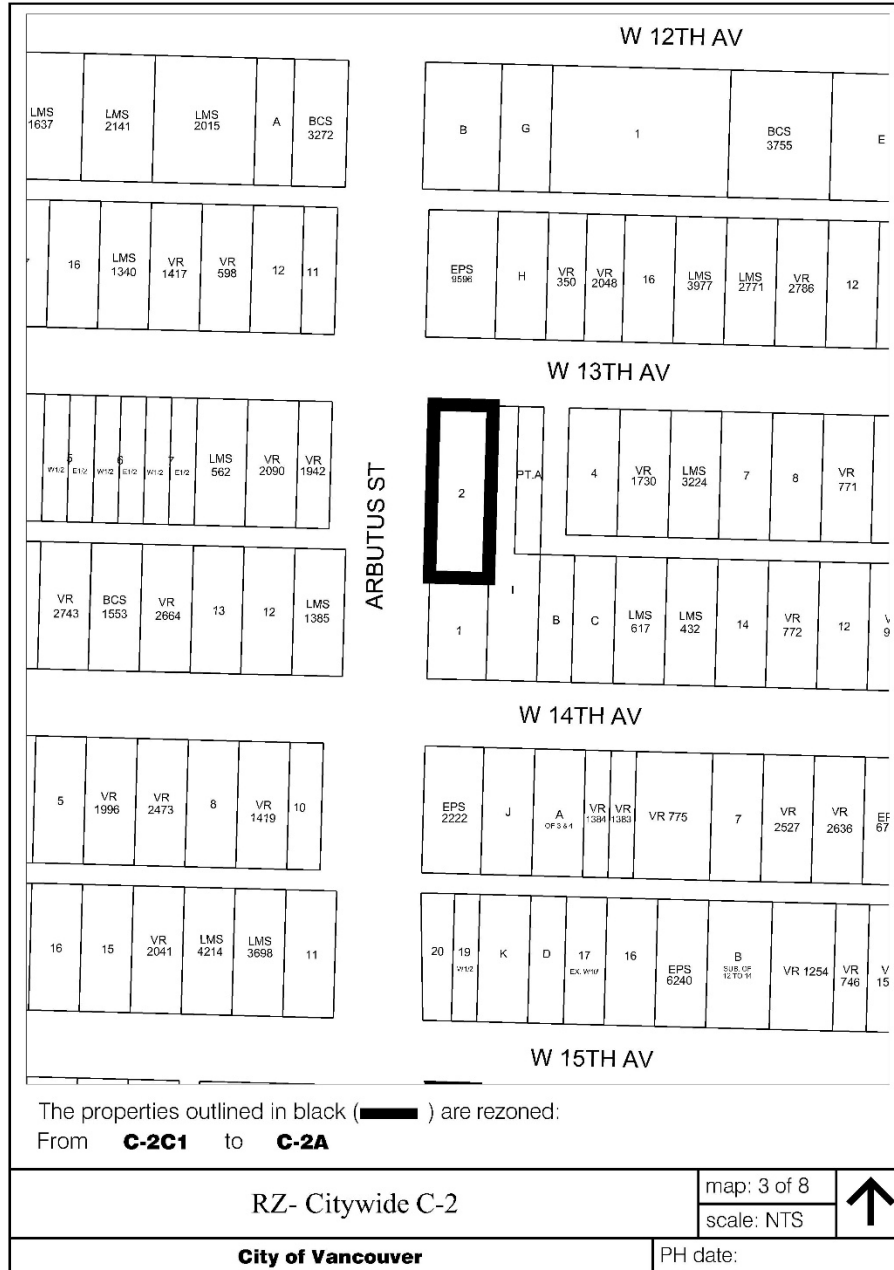
Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2C1** to **C-2A**

<p>RZ- Citywide C-2</p>	<p>map: 2 of 8 scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

Schedule B



**Schedule B**



The properties outlined in black (  ) are rezoned:  
From **C-2C1** to **C-2A**

RZ- Citywide C-2

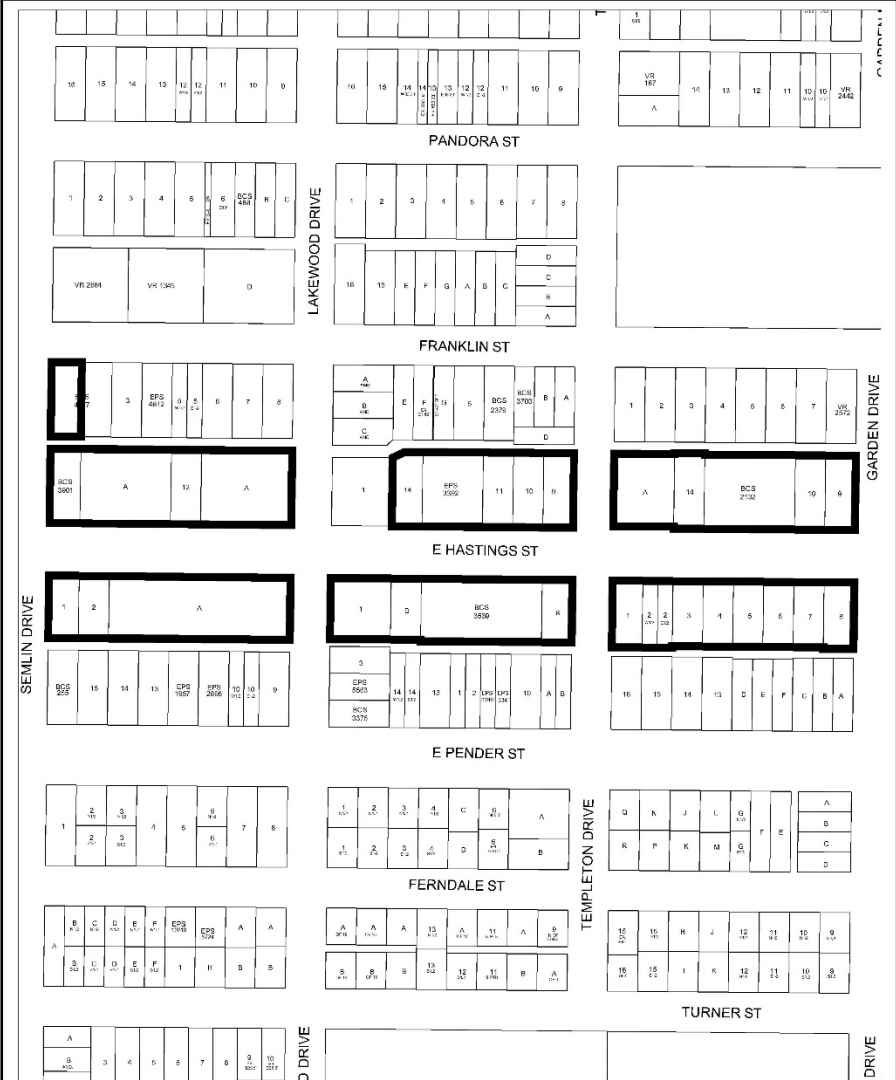
map: 4 of 8  
scale: NTS





**City of Vancouver**

PH date:

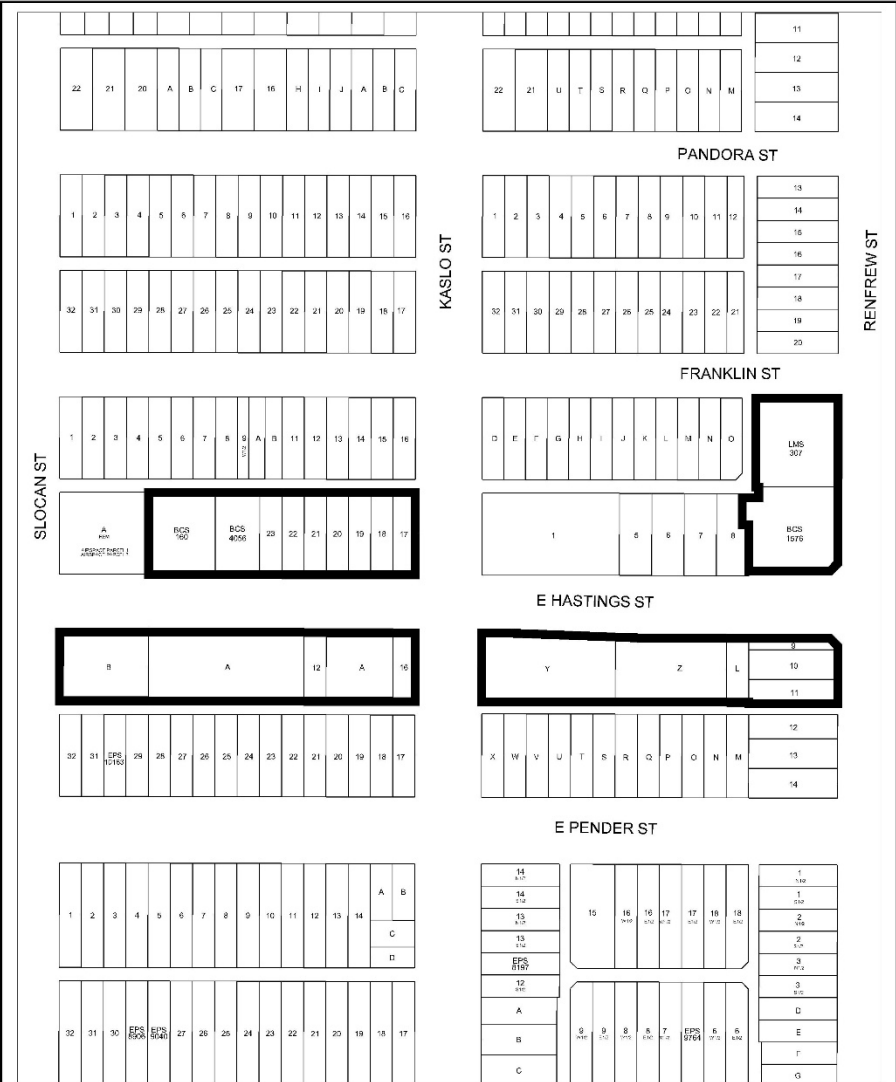
Schedule B



The properties outlined in black (  ) are rezoned:  
 From **C-2C1** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 5 of 8	
<b>City of Vancouver</b>	scale: NTS	
<b>PH date:</b>		

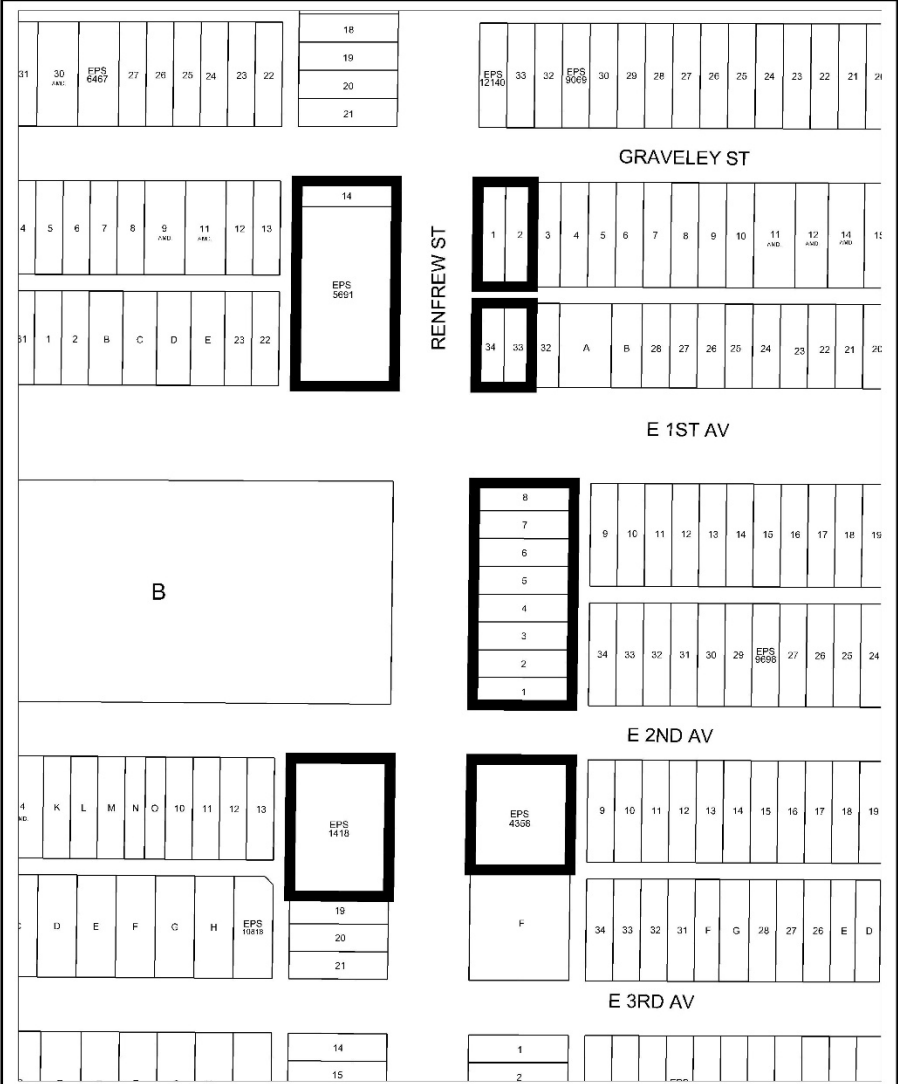
Schedule B





The properties outlined in black ( ) are rezoned:  
 From **C-2C1** to **C-2A**

<b>RZ- Citywide C-2</b>	map: 6 of 8 scale: NTS	
<b>City of Vancouver</b>	PH date:	

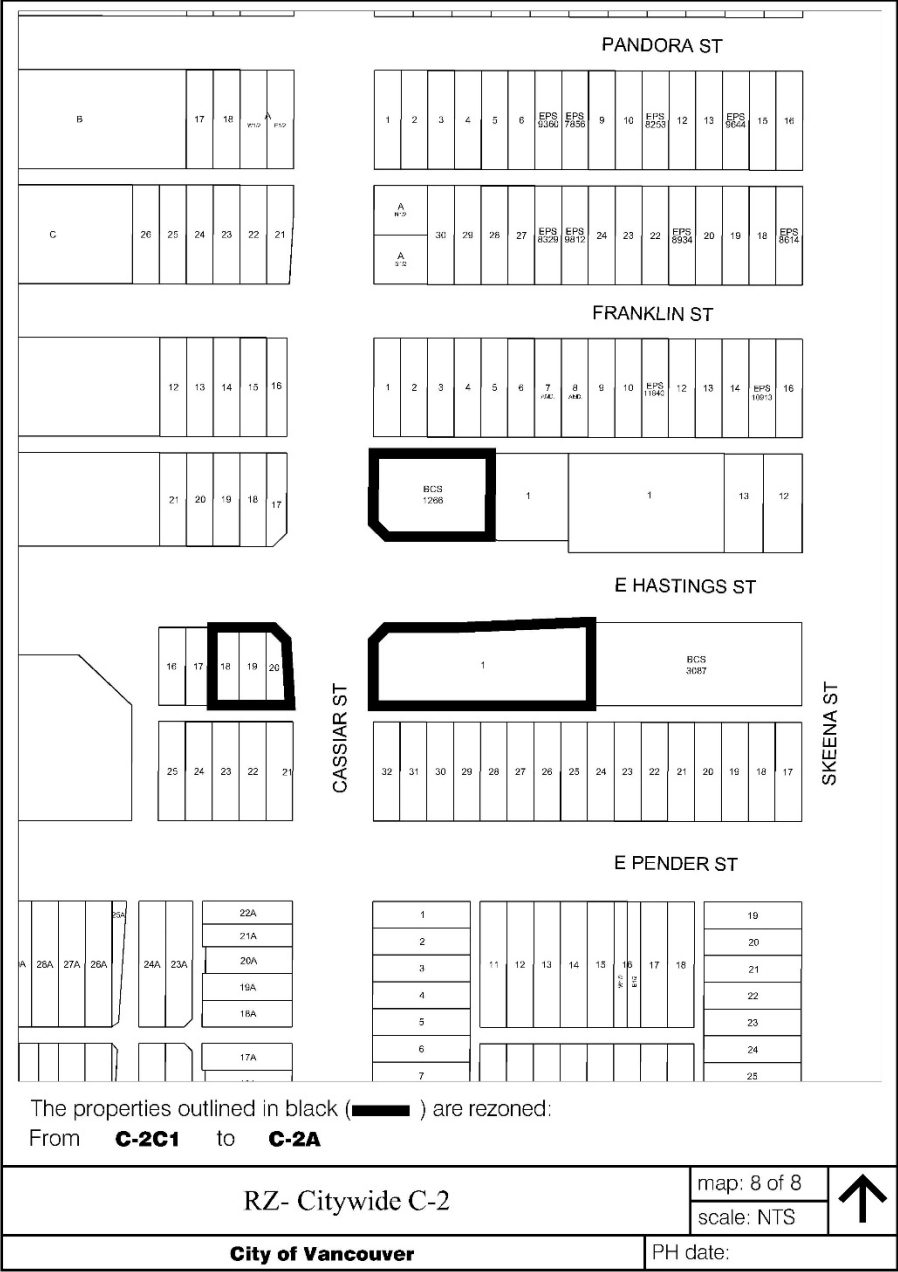
**Schedule B**



The properties outlined in black (  ) are rezoned:  
 From **C-2C1** to **C-2A**

<p>RZ- Citywide C-2</p>	<p>map: 7 of 8 scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>PH date:</p>	

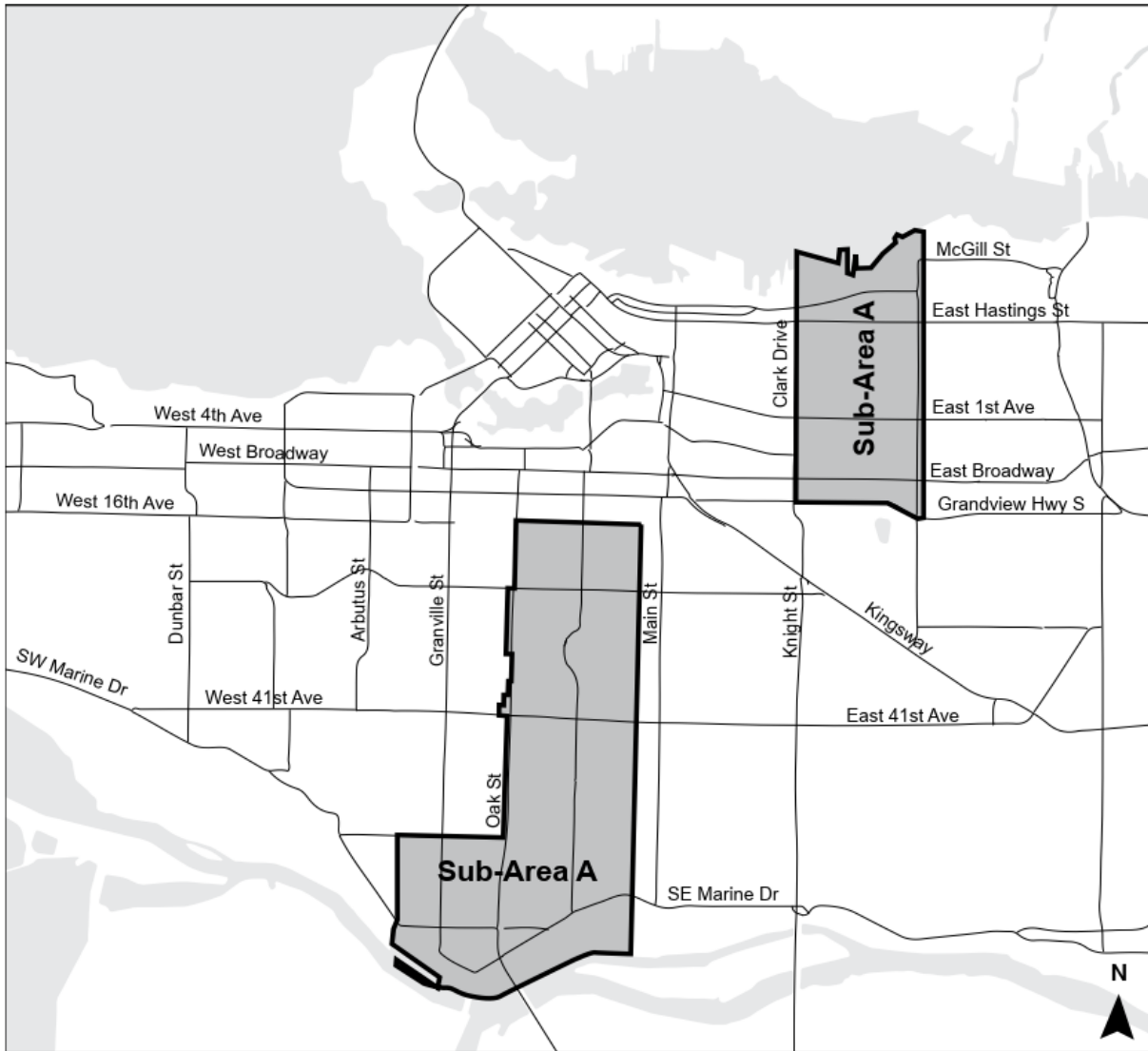
Schedule B



**Schedule C**  
**Map 1: Sub-Area A the C-2 District Schedule**

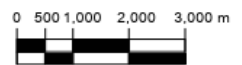
**Map 1: Sub-Area A**

Sub-area A, as shown in Map 1 below, is further illustrated by Maps 1A, 1B, 1C and 1D.

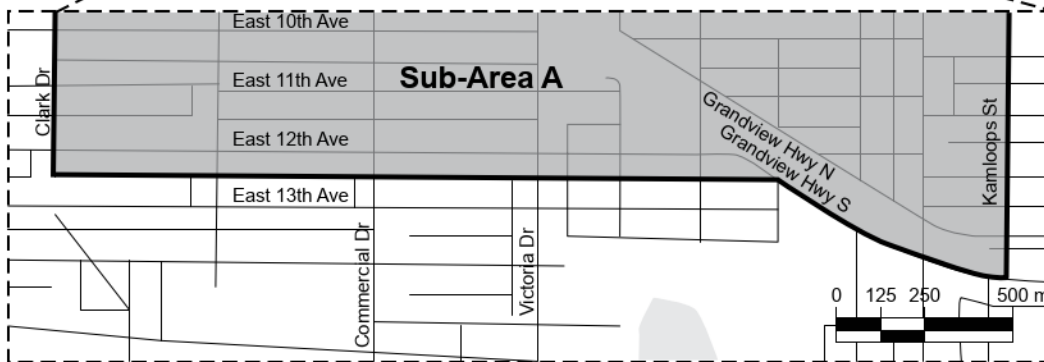
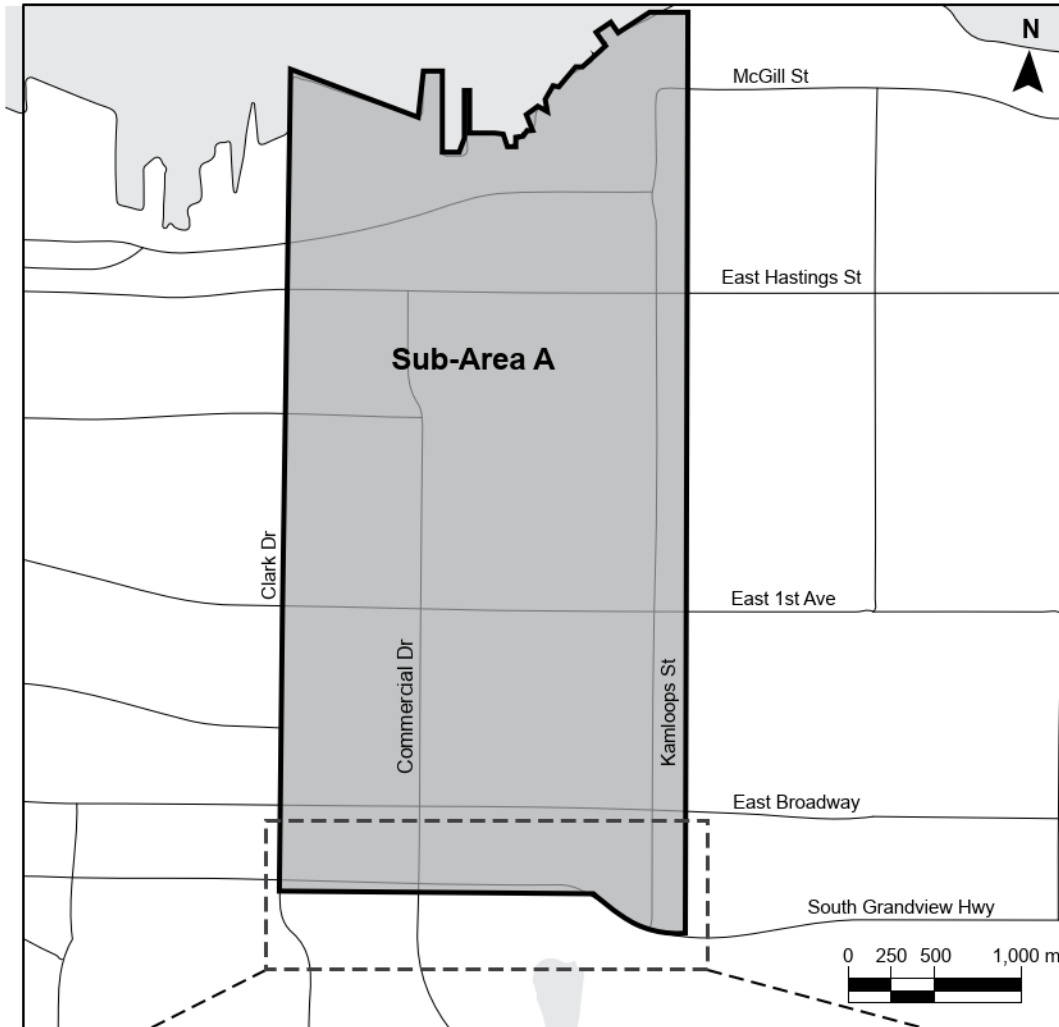


**LEGEND**

■ Sub-Area A

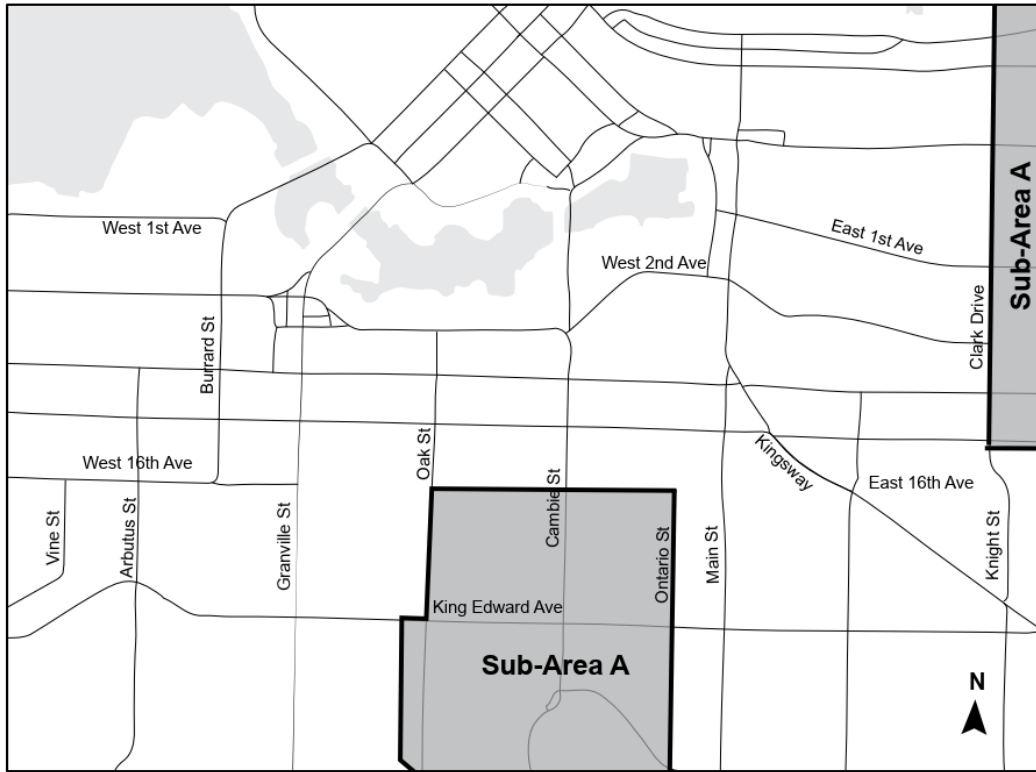


Map 1A: Sub-Area A



LEGEND  
■ Sub-Area A

**Map 1B: Sub-Area A**



LEGEND  
■ Sub-Area A



**Map 1C: Sub-Area A**



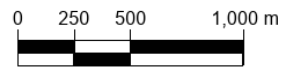
LEGEND

■ Sub-Area A

# Map 1D: Sub-Area A



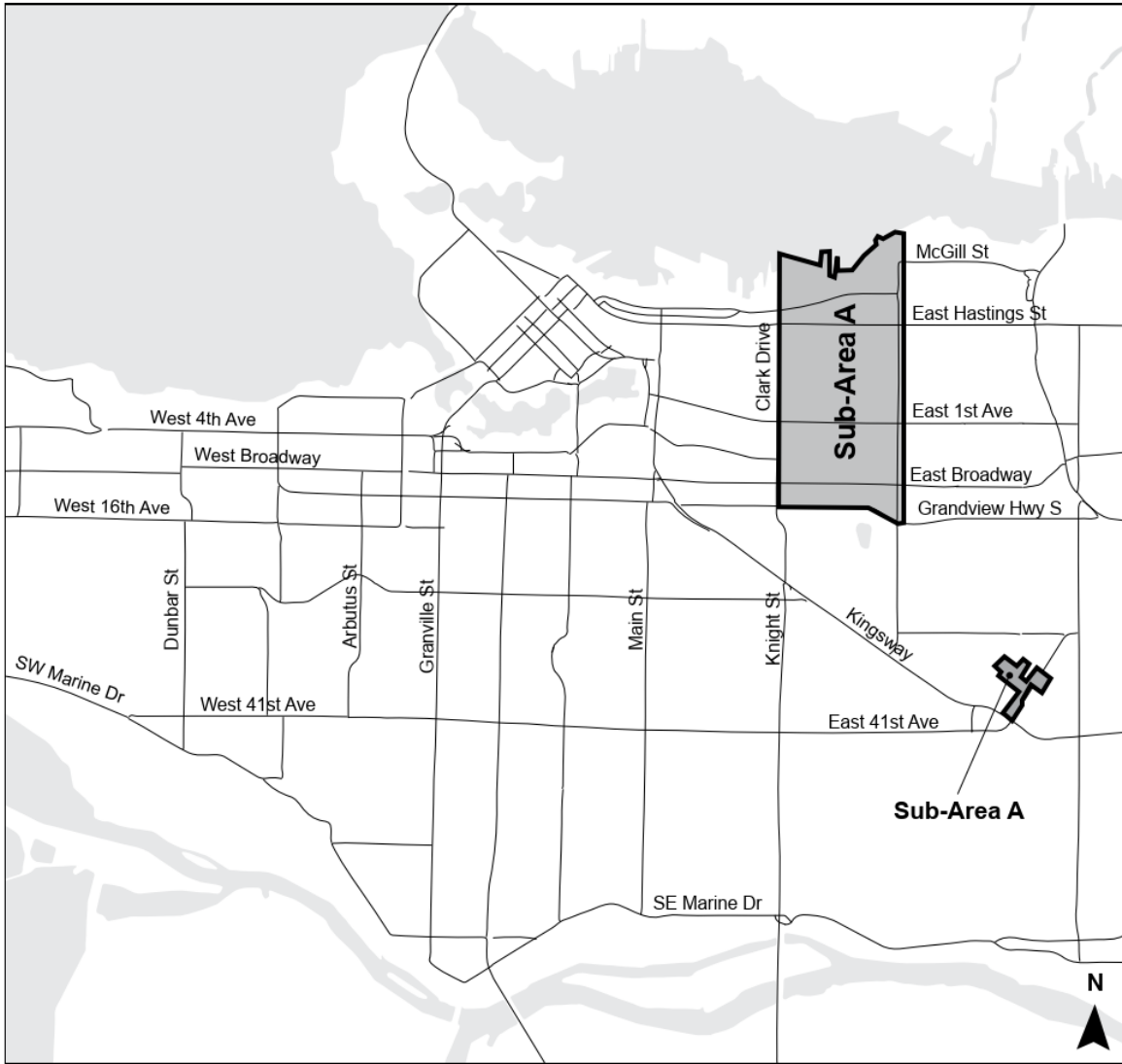
LEGEND  
■ Sub-Area A



**Schedule D**  
**Map 1: Sub-Area A the C-2C District Schedule**

**Map 1: Sub-Area A**

Sub-area A, as shown in Map 1 below, is further illustrated by Maps 1A and 1B.

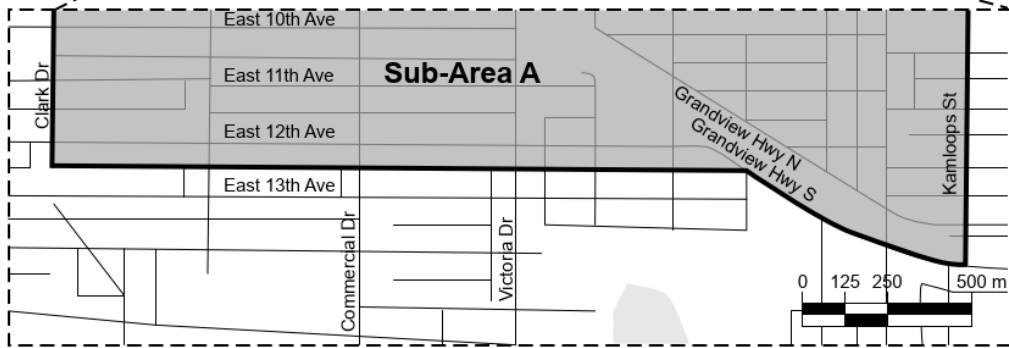


**LEGEND**

■ Sub-Area A



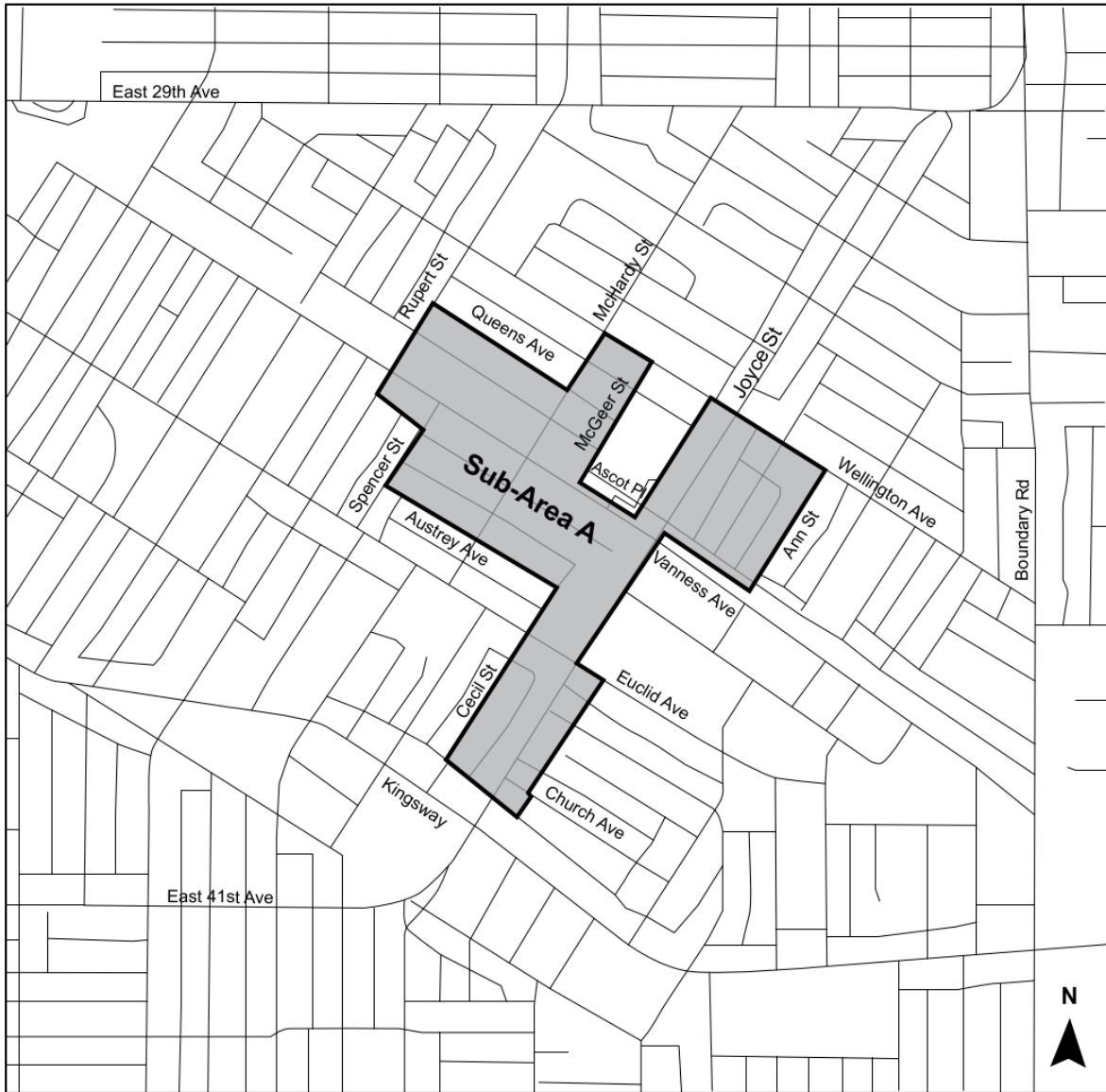
**Map 1A: Sub-Area A**



**LEGEND**

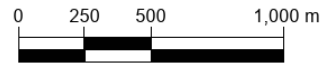
■ Sub-Area A

**Map 1B: Sub-Area A**



**LEGEND**

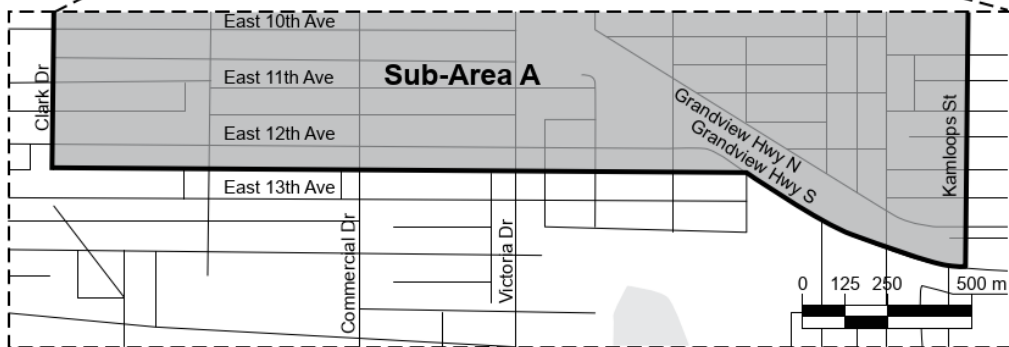
■ Sub-Area A



# Schedule E

## Map 1: Sub-Area A the C-2C1 District Schedule

### Map 1: Sub-Area A



#### LEGEND

■ Sub-Area A

**EXPLANATION****A By-law to amend the  
Rental Housing Stock Official Development Plan By-law No. 9488  
regarding the new C-2A district**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Rental Housing Stock Official Development Plan By-law to extend rental housing replacement requirements to the new C-2A district. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend the  
Rental Housing Stock Official Development Plan By-law No. 9488  
regarding the new C-2A district**

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

1. This by-law amends the indicated provisions of Schedule A of the Rental Housing Stock Official Development Plan By-law No. 9488.
2. In section 1.1, in the definition of “zoning districts”, Council adds “C-2A,” after “C-2,”.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Subdivision By-law No. 5208  
regarding new C-2A district and other miscellaneous amendments**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Subdivision By-law regarding the new C-2A district and other miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend Subdivision By-law No. 5208  
regarding new C-2A district and other miscellaneous amendments**

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

1. This by-law amends the indicated provisions and schedules of the Subdivision By-law No. 5208.

2. In Schedule A, Table 1, Council adds the following new line under the line for C-2:

“  
\_\_\_\_\_  
C-2A      Commercial              40' [ 12.192 m]    4800 sq. ft. [ 445.935 m<sup>2</sup>]  
\_\_\_\_\_”

3. In Schedule A, Table 2, Council adds the following new line under the line for C-2:

“  
\_\_\_\_\_  
C-2A      Commercial              25' [ 7.620 m]    3000 sq. ft. [ 278.709 m<sup>2</sup>]  
\_\_\_\_\_”

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Sign By-law No.11879  
regarding the new C-2A district and other miscellaneous amendments**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Sign By-law regarding the new C-2A district and other miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026



**EXPLANATION****A By-law to amend Noise Control By-law No. 6555  
regarding the new C-2A district**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Noise Control By-law regarding the new C-2A district. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026



**EXPLANATION****A By-law to amend Parking By-law No. 6059  
regarding the new C-2A district and other miscellaneous amendments**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Parking By-law regarding the new C-2A district and other miscellaneous amendments. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026



**EXPLANATION****A By-law to amend Downtown Eastside/Oppenheimer  
Official Development Plan By-law No. 5532  
regarding the new C-2A district**

Following the Public Hearing on May 5, 2026, Council resolved to amend the Downtown Eastside/Oppenheimer Official Development Plan By-law to remove the replicated definition of transit-oriented area that is proposed to be added to Section 2 of the Zoning and Development By-law. Enactment of the attached by-law will implement Council's resolutions.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend Downtown Eastside/Oppenheimer  
Official Development Plan By-law No. 5532  
regarding the new C-2A district**

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

1. This by-law amends Schedule A of the Downtown Eastside/Oppenheimer Official Development Plan By-law.
2. Council strikes out section 2.4.
3. This by-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2026

\_\_\_\_\_  
Mayor

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

**EXPLANATION****A By-law to amend Street and Traffic By-law No. 2849  
to authorize electronic signs on streets**

At the Council meeting on May 19, 2026, Council resolved to amend the Street and Traffic By-law to authorize electronic signs on streets. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
May 19, 2026

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

**A By-law to amend Street and Traffic By-law No. 2849  
to authorize electronic signs on streets**

1. This By-law amends the indicated provisions of the Street and Traffic By-law No. 2849.
2. Council adds a new section 71K as follows:

**“ELECTRONIC SIGNS**

- 71K. (1) Notwithstanding any other provisions of this or any other By-law, the City Engineer may issue a permit for a person to construct, maintain and operate an electronic sign on a street.
- (2) The City Engineer may impose conditions on a permit for an electronic sign on street regarding:
- (a) traffic and safety matters;
  - (b) hours and levels of illumination;
  - (c) construction requirements;
  - (d) timing of construction;
  - (e) timing of and requirements for reviews and inspections;
  - (f) the term of the permit;
  - (g) responsibilities of the permit holder;
  - (h) the size, appearance, location, design and form of the sign;
  - (i) operational matters including how long the static image must remain static and how quickly an image must transition to the next image;
  - (j) proof of commercial general liability insurance, wrap-up liability insurance, or other insurance, to the satisfaction of the Director of Risk Management, naming the City as an additional named insured; and
  - (k) compliance with this by-law or other enactments.
- (3) Every person applying for a permit for an electronic sign must apply in writing to the City Engineer.
- (4) No person may apply for or hold a permit for an electronic sign unless they have entered into a valid agreement with the City authorizing the placement of an electronic sign on the proposed site.

