

EXPLANATION**Health By-law amending by-law
to set sign standards in vehicles for hire**

The attached by-law will implement Council's resolution of April 1, 2008 to set a minimum size for smoking prohibition signs in vehicles for hire.

Director of Legal Services
April 15, 2008

BY-LAW NO. _____

**A By-law to amend Health By-law No. 9535
regarding signs to prohibit smoking in vehicles for hire**

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

1. To the end of section 2.5(d) of the Health By-law, Council adds “except that a sign in a vehicle for hire must be at least 9 cm by 11 cm”.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**Vehicles for Hire By-law amending by-law
to delete a redundant anti-smoking provision**

The attached by-law will implement Council's resolution of April 1, 2008 deleting a redundant provision from the Vehicles for Hire By-law because the Health By-law now deals with the issue by prohibiting smoking in vehicle for hire.

Director of Legal Services
April 15, 2008

BY-LAW NO. _____



**A By-law to amend
Vehicles for Hire By-law No. 6066
regarding a housekeeping amendment**

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

1. Council repeals section 23(11)(e) of the Vehicles for Hire By-law.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor


City Clerk

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 71 East Hastings Street**

At a public hearing on February 12, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 71 East Hastings Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
April 15, 2008

71 East Hastings Street



BY-LAW NO. _____

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

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain properties bearing the civic address of 71 East Hastings Street, and the following legal descriptions:

PID: 014-950-219

Lot 19

PID: 014-950-481

Lot 20

Both of:

Block 8

District Lot 196

Plan 184

contain a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the properties have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

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

1. Council authorizes the City to enter into a heritage revitalization agreement with the owner in substantially the form and substance of the heritage revitalization agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this day of , 2008

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 18 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Jim Blair

City of Vancouver Law Department

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

Phone 873-7514 (GPJ/ag) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)

(LEGAL DESCRIPTION)

014-950-219

Lot 19 Block 8 District Lot 196 Plan 184

014-950-481

Lot 20 Block 8 District Lot 196 Plan 184

3. NATURE OF INTEREST:*

DESCRIPTION

DOCUMENT REFERENCE
(page and paragraph)

PERSON ENTITLED TO INTEREST

SEE SCHEDULE

4. TERMS: Part 2 of this instrument consists of (select one only)

(a) Filed Standard Charge Terms

[] D.F. No.

(b) Express Charge Terms

[XX] Annexed as Part 2

(c) Release

[] There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

B.C. COLLATERAL LOAN BROKERS LTD. (Incorporation No. 172718)

HORIZON CHARTERS LTD. (Incorporation No. 120559), as to Priority

MANDATE NATIONAL MORTGAGE CORPORATION (Incorporation No. A15572), as to Priority

NOVOWOOD HOMES LTD. (Incorporation No. 305059), as to Priority

CANADIAN WESTERN TRUST COMPANY, "IN TRUST" (Incorporation No. A46845), as to Priority

STEVEN WONG and LOUISE WONG, as to Priority

JAMES WRIGHT and EILEEN WRIGHT, as to Priority

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	08			B.C. COLLATERAL LOAN BROKERS LTD. by its authorized signatory(ies): <hr/> Signature and Printed Name <hr/> Signature and Printed Name
<hr/>	08			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Graham P. Johnsen

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____	08			HORIZON CHARTERS LTD. by its authorized signatory(ies):
(Solicitor)(as to both signatures)				_____
_____	08			_____
(Solicitor) (as to both signatures)				_____
_____				MANDATE NATIONAL MORTGAGE CORPORATION by its authorized signatory(ies):
(Solicitor) (as to both signatures)				_____
_____				_____
(Solicitor) (as to both signatures)				_____

OFFICER CERTIFICATION:
Your signature constitutes a representation that your 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
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor) (as to both signatures)	08			NOVOWOOD HOMES LTD. by its authorized signatory(ies): _____ Signature and Printed Name _____ Signature and Printed Name
_____ (Solicitor) (as to both signatures)	08			CANADIAN WESTERN TRUST COMPANY by its authorized signatory(ies): _____ Signature and Printed Name _____ Signature and Printed Name

OFFICER CERTIFICATION:
Your signature constitutes a representation that your 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
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor)(as to both signatures)	0	8		_____ STEVEN WONG
_____ (Solicitor) (as to both signatures)	0	8		_____ LOUISE WONG
				_____ JAMES WRIGHT
				_____ EILEEN WRIGHT

OFFICER CERTIFICATION:

Your signature constitutes a representation that your 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
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Page 11 Article 2	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB142239 and Assignment of Rents BB142240	Page 18	Transferee
Section 219 Covenant	Pages 12 and 13 Article 3	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB142239 and Assignments of Rents BB142240	Page 18	Transferee
Statutory Right of Way	Page 15 Article 5	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BB142239 and Assignments of Rents BB142240	Page 18	Transferee

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Equitable Charge	Page 15 Article 6	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BB142239 and Assignments of Rents BB142240	Page 18	Transferee

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Owner (as herein defined) is the registered owner of the following lands and premises:

Parcel Identifier: 014-950-219
 Lot 19
 Block 8
 District Lot 196
 Plan 184

and

Parcel Identifier: 014-950-481
 Lot 20
 Block 8
 District Lot 196
 Plan 184

(together the "Lands");

B. The "B.C. Collateral Building" is situate on the Lands. For the purposes of this agreement, "Heritage Building" includes:

- (i) the B.C. Collateral Building, all elements thereto (including, without limitation, the Hastings Street façade), and all permitted replacements thereof;
- (ii) any other building or structure located on the Lands and identified in the Development Permit (as herein defined) or in the applicable heritage designation or heritage revitalization by-law;
- (iii) any interior feature or fixture identified in the Development Permit or in the applicable heritage designation or heritage revitalization by-law;
- (iv) any landscaping feature identified in the Development Permit or in the applicable heritage designation or heritage revitalization by-law; and
- (v) any other feature or fixture identified in the Development Permit or in the heritage designation or heritage revitalization by-law.

C. The Heritage Building is listed in Category "C" on the Vancouver Heritage Register;

D. Pursuant to development permit application DE410058 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof and, including, without limitation, the Conservation Plan are collectively called the "Development Permit") the Owner proposes to rehabilitate, restore and preserve the Heritage Building; and

E. Pursuant to section 592 of the *Vancouver Charter*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a planning and development by-law, a development permit and heritage alteration permit.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of One Dollar (\$1.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges) and, where applicable, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 The terms defined in this section 1.1 of this Agreement shall, unless otherwise specifically provided for in this Agreement, have the following meanings:

- (a) this "**Agreement**" means this agreement, all land title instruments attached to this Agreement and all schedules, if any, to this agreement;
- (b) "**City**" and "**City of Vancouver**" being the "City" when referring to the corporate entity and "City of Vancouver" when referring to geographical location;
- (c) "**Consultant**" means the Owner's heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work;
- (d) "**Development Permit**" has the meaning set out in recital D of this Agreement;
- (e) "**Effective Date**" means the date that this Agreement is executed by the City;
- (f) "**Federal Grant**" means any and all Federal Historic Places Initiative grants, Canada's Historic Places Initiative grants, or similar federal grants;
- (g) "**Heritage Building**" has the meaning set out in recital B of this Agreement;

- (h) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (i) **“Lands”** has the meaning set out in recital A of this Agreement;
- (j) **“Owner”** means the legal and beneficial owner of the Lands as of the Effective Date and all of its respective assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then “Owner” includes, without limitation, a strata corporation thereby created;
- (k) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement and in accordance with the Development Permit;
- (l) **“Residual Density”** means seventeen thousand nine hundred and thirty-two (17,932) square feet. Residual Density is calculated as follows:
 - (maximum floor space ratio for the Lands permitted by the applicable - before amendment pursuant to this Agreement - *Zoning and Development By-Law* - minus floor space ratio of Heritage Building after Rehabilitation. For buildings within the Heritage Building Rehabilitation Program policies and procedures for Gastown, Chinatown and Hastings Street Corridor, the floor space ratio is 5.5.); and
- (m) **“Transferable Density”** means the thirty-seven thousand six hundred and eighty-five (37,685) square feet of buildable area that cannot be used on the Lands but may be, subject to the terms and conditions of this Agreement, transferred for use from the Lands to other sites. Transferable density is comprised of:
 - (i) the additional heritage density in the amount of square feet created and assigned to the Lands pursuant this Agreement and pursuant to the *Vancouver Charter*; and
 - (ii) the Residual Density.

ARTICLE 2
REHABILITATION OF THE HERITAGE BUILDING

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

- (a) the Owner shall, at its sole expense, Rehabilitate the Heritage Building to the satisfaction of the City;
- (b) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
- (c) at all times during the Rehabilitation, the Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (d) during the Rehabilitation, the Owner shall, to the satisfaction of the City, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Rehabilitation, the Owner shall cause the Consultant to submit to the City a signed statement (in a form and content satisfactory to the City) confirming that the Rehabilitation has been fully completed; and
- (f) until the Rehabilitation is completed to the satisfaction of the City:
 - (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of the Heritage Building or any part thereof;
 - (ii) neither the Owner nor any other person whatsoever shall apply for an occupancy permit for the Heritage Building (or any part thereof) or take any action, to compel the issuance of an occupancy permit for the Heritage Building (or any part thereof);
 - (iii) the City shall be under no obligation to issue an occupancy permit for the Heritage Building (or part thereof) notwithstanding that all other conditions and City By-law requirements in respect thereof may have been fulfilled; and
 - (iv) the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal or beneficial ownership in the Lands without the prior written consent of the City.

ARTICLE 3
CONTINUING HERITAGE PRESERVATION AND PROTECTION

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

- (a) the Owner shall preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;
- (b) the Owner shall not, except as may be permitted by a heritage alteration permit issued by the City, alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building (or any part thereof);
- (c) if the Heritage Building is damaged, the Owner shall, at the Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if it is economic to repair the Heritage Building, the Owner and the City will consider only land economic factors including the cost of repair, the market value of a replacement "Heritage Building" after the completion of such repair and the fact that heritage incentives (including, without limitation, "Transferable Density) have been granted. If the Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to section 3.1(d) of this Agreement. If the Owner and the City agree or if an arbitrator(s) determines that that it is uneconomic to repair the Heritage Building, the Owner shall not be obligated to repair the Heritage Building but will be restricted to building on the Lands a building of similar form, massing and height as the original Heritage Building;
- (d) all disputes arising from section 3.1(c) of this Agreement shall be determined by arbitration in the manner set-out in this section 3.1(d) of this Agreement. Within thirty (30) days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City; provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom shall be chosen by the Owner, one (1) of whom shall be chosen by the City and the third by the two (2) so chosen and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of costs to be so paid

or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act of British Columbia*, as amended or re-enacted from time to time, shall apply; and

- (e) the City may affix a commemorative plaque to the Heritage Building and the Owner shall refrain from obscuring, defacing or removing same.

ARTICLE 4 TRANSFERABLE DENSITY AND FAÇADE GRANT

4.1 As compensation for the heritage designation and/or as compensation to assist the Owner in defraying the cost of the Rehabilitation, the CD-1 By-law No. 5529 (DEOD) is hereby varied and supplemented in respect of the Lands (nothing in this agreement varies such by-law as it applies to any other property) by assigning the Transferable Density to the Lands. As the City permits and perfects the transfer of all or part of the Transferable Density, this Agreement shall be deemed to have amended accordingly and the amount of Transferable Density shall be deemed to diminish accordingly.

4.2 The Owner's use of the Transferable Density shall be subject to all City policies from time to time governing the use and transfer of Transferable Density and subject to the following:

- (a) the Transferable Density shall not be used on the Lands; and
- (b) except as provided for in section 4.3 of this Agreement, none of the Transferable Density may be transferred from the Lands until the Rehabilitation of the Heritage Building is completed in accordance with this Agreement and an occupancy permit for the Heritage Building has been issued.

4.3 Notwithstanding section 4.2 of this Agreement, other than the Residual Density portion of the Transferable Density (which Residual Density portion can only be transferred once the Rehabilitation of the Heritage Building has completed in accordance with this Agreement and an occupancy permit for the Heritage Building has been issued), the Owner shall be permitted to transfer from the Lands some or all of the Transferable Density before the Rehabilitation has been completed and an occupancy permit for the Heritage Building has been issued if all of the following conditions have, to the City's satisfaction, been met:

- (a) this Agreement has been fully registered in the Land Title Office in the manner set out in the Agreement;
- (b) the Development Permit and a building permit for the Rehabilitation has been issued to the Owner by the City;

- (c) the Owner has provided to the City a letter of credit in the amount equal to the lesser of:
 - (i) one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and provided to the City for the City's approval); and
 - (ii) one million eight hundred and eighty-four thousand and two hundred and fifty (\$1,884,250.00) dollars;
- (d) the Owner has complied with all of the City's policies and procedures with respect to transfer of Transferable Density; and
- (e) the Owner is not at the time of transfer in breach of any of its obligations to the City set out in this Agreement or any other agreement between the City and the Owner with respect to the Lands.

4.4 All letters of credit required by this Agreement shall be issued by a Schedule I Canadian chartered bank and shall be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City. Further, all letters of credit shall be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year until the Owner has, to the City's full satisfaction, completed all of its obligations under this Agreement. The City may call upon the letter of credit and apply the proceeds there from as the City sees fit if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any acts of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Owner has not, in a manner satisfactory to the City, diligently prosecuted to the conclusion the Rehabilitation;
- (d) the City undertakes all or any part of the Rehabilitation; or
- (e) the Owner is in breach of any of its obligations under this Agreement.

4.5 If the Owner has applied for and received City Council approval for a façade grant, then the Owner shall be entitled to receive such façade grant when all of the following conditions have been satisfied:

- (a) the Owner has complied, to the satisfaction of the City, with all of the City's policies (including, without limitation, the Owner's obligation to expend a certain amount of monies towards the Rehabilitation of the Heritage Building's Hastings Street façade and to provide to the City evidence of the same) in connection with façade grants; and
- (b) an occupancy permit for the Heritage Building has been issued by the City.

ARTICLE 5 STATUTORY RIGHT OF WAY

5.1 Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands to undertake and diligently prosecute to conclusion the Rehabilitation; provided, however, that nothing herein obligates the City to conduct the Rehabilitation, or any part thereof.

5.2 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner shall pay to the City the costs incurred by the City in undertaking and diligently prosecuting to conclusion the Rehabilitation plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

The statutory right of way set out in this Article 5 of this Agreement is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 6 EQUITABLE CHARGE

6.1 The Owner grants to the City an equitable charge over the Lands for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 6 shall survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 7
RELEASE AND INDEMNITY**

7.1 The Owner hereby releases, indemnifies and saves harmless the City and its officials, councillors, employees, contractors, agents and licensees, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis which the City or its officials, councillors, employees, contractors, agents or licencees may suffer or incur arising out of or in any way connected with:

- (a) the inability of any recipient site to use, in whole or in part, any of the Transferable Density that may be transferred pursuant to this agreement whether such inability arises from the decision of the City's Development Permit Board, City Council, a court of competent jurisdiction, or otherwise;
- (b) the City conducting all or any portion of the Rehabilitation;
- (c) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement (even if the Owner has otherwise complied with all permit requirements); or
- (d) this Agreement.

The release and indemnity set out in this Article 7 of this Agreement is an integral part of each of the instruments that constitute this Agreement. The release and indemnity set out in this Article 7 of this Agreement shall survive the expiration or earlier termination of this Agreement.

**ARTICLE 8
GENERAL**

8.1 If the registered owner of the Lands shall be more than one party such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this Agreement.

8.2 The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other encumbrances except encumbrances in favour of the City.

8.3 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

8.4 If the Land Title Office refuses to register this Agreement, the Owner agrees to modify or re-execute this Agreement so as to permit registration.

8.5 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

8.6 Without limiting the generality of section 8.5 of this Agreement, if the Lands, or any portion thereof, are subdivided by way of a strata plan:

- (a) this Agreement shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owner; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this agreement shall be in proportion to the unit entitlement of his, hers or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement.

8.7 Nothing contained or implied in this Agreement 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* as amended from time to time 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.

8.8 Words herein importing the singular number or the masculine gender only shall include more persons, parties or things of the same kind than one, and females or corporations as well as males, and the converse whenever the context requires.

8.9 The sections in this Article 8 of this Agreement form an integral part of each of the instruments that constitute this Agreement.

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

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

HORIZON CHARTERS LTD. (as to an undivided 160000/1110000 interest)
MANDATE NATIONAL MORTGAGE CORPORATION (as to an undivided 240000/1110000 interest)
NOVOWOOD HOMES LTD. (as to an undivided 285000/1110000 interest)
CANADIAN WESTERN TRUST COMPANY, "IN TRUST" (as to an undivided 125000/1110000 interest)
STEVEN WONG and LOUISE WONG (as to an undivided 200000/1110000 interest) and
JAMES WRIGHT and EILEEN WRIGHT (as to an undivided 100000/1110000 interest)
 (collectively the "Chargeholder")
 Holder of Mortgage BB142239 and Assignment of Rents BB142240 (collectively the "Charge")
 charging Lots 19 and 20 Block 8 District Lot 196, Plan 184 (together the "Lands")

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby approves, joins in and consents to the granting of the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge (the "Encumbrances") attached, and consents and agrees that the Encumbrances shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be encumbrances upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrances had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this priority agreement by causing its proper officers to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
re 71 East Hastings Street**

At a public hearing on February 12, 2008, Council approved a recommendation to designate a building at 71 East Hastings Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
April 15, 2008

71 East Hastings Street

BY-LAW NO. _____



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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials including the
rotating neon sign

71 East Hastings Street,
Vancouver, BC

PID: 014-950-219
Lot 19
PID: 014-950-481
Lot 20
Both of:
Block 8
District Lot 196
Plan 184

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

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

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**Heritage Taxation Exemption By-law
re 71 East Hastings Street**

On February 12, 2008, Council approved a heritage taxation exemption for eligible heritage property at 71 East Hastings Street to a value of \$173,670.00 or 10 years, whichever first occurs.

Director of Legal Services
April 15, 2008

BY-LAW NO. _____



**Heritage Taxation Exemption By-law
for 71 East Hastings Street**

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

1. Council exempts from real property taxation the eligible heritage property legally described as PID: 014-950-219 Lot 19 PID: 014-950-481 Lot 20, Both of: Block 8 District Lot 196 Plan 184:

- (a) to a value of \$173,670.00, calculated from and after the commencement date;
or
- (b) for 10 years, calculated from and after the commencement date;

whichever first occurs.

2. If issuance of an occupancy permit for the heritage rehabilitation work authorized under development application number DE410058 occurs:

- (a) before October 31st, the commencement date will be January 1st of the next calendar year;
- (b) on or after October 31st, the commencement date will be January 1st of the calendar year after the next calendar year.

3. If the applicant for the development permit does not fulfil, or cause to be fulfilled, all requirements necessary to obtain issuance of an occupancy permit for the work authorized pursuant to development application number DE410058 within 60 months after the enactment date of this By-law, this By-law will expire and have no further force or effect.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk


EXPLANATION**Authorization to enter into a housing agreement
re 71 East Hastings Street**

On February 12, 2008, Council approved a recommendation to approve a housing agreement for 71 East Hastings Street re single room accommodation. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
April 15, 2008

71 East Hastings Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 71 East Hastings Street**

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

1. Council authorizes the City to enter into a housing agreement with the owner of certain lands described as PID: 014-950-219 Lot 19 PID: 014-950-481 Lot 20, Both of: Block 8 District Lot 196 Plan 184, in substantially the form and substance of the housing agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1 (This area for Land Title Office Use) Page 1 of 9 pages

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Jim Blair

City of Vancouver Law Department

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

Phone 873-7514 (DLL/JNS/cy) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)	(LEGAL DESCRIPTION)
014-950-219	Lot 19 Block 8 District Lot 196 Plan 184
014-950-481	Lot 20 Block 8 District Lot 196 Plan 184

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Entire Instrument Pages 5 to 8	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage BB142239 and Assignment of Rents BB142240	Page 9	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

B.C. COLLATERAL LOAN BROKERS LTD. (Inc. No. 172718)
HORIZON CHARTERS LTD. (Inc. No. 120559), as to Priority
MANDATE NATIONAL MORTGAGE CORPORATION (Inc. No. A15572), as to Priority
NOVOWOOD HOMES LTD. (Inc. No. 305059), as to Priority
CANADIAN WESTERN TRUST COMPANY, "IN TRUST" (Inc. No. A46845), as to Priority
STEVEN WONG and LOUISE WONG, as to Priority
JAMES WRIGHT and EILEEN WRIGHT, as to Priority

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor) (as to both signatures)	08			B.C. COLLATERAL LOAN BROKERS LTD. by its authorized signatory(ies): _____ Signature and Printed Name
_____ (Solicitor) (as to both signatures)	08			_____ Signature and Printed Name HORIZON CHARTERS LTD. by its authorized signatory(ies): _____ Signature and Printed Name
_____ (Solicitor) (as to both signatures)	08			_____ Signature and Printed Name MANDATE NATIONAL MORTGAGE CORPORATION by its authorized signatory(ies): _____ Signature and Printed Name
				_____ Signature and Printed 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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
 FORM D
 EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
_____ (Solicitor) (as to both signatures)	08			NOVOWOOD HOMES LTD. by its authorized signatory(ies): _____ Signature and Printed Name _____ Signature and Printed Name
_____ (Solicitor) (as to both signatures)	08			CANADIAN WESTERN TRUST COMPANY by its authorized signatory(ies): _____ Signature and Printed Name _____ Signature and Printed Name
_____ (Solicitor) (as to both signatures)	08			_____ STEVEN WONG _____ LOUISE WONG

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
FORM D
EXECUTIONS CONTINUED

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to both signatures)	08			<hr/> JAMES WRIGHT
				<hr/> EILEEN WRIGHT
				 CITY OF VANCOUVER by its authorized signatory:
<hr/>	08			<hr/>

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.

TERMS OF INSTRUMENT - PART 2

WHEREAS:

- A. It is understood and agreed that this instrument shall be read as follows:
 - (i) the Transferor, B. C. Collateral Loan Brokers Ltd., is called the “Owner”; and
 - (ii) the Transferee, City of Vancouver, is called the “City”;
- B. The Owner is the registered owner of the parcels described in Item 2 in Form C hereof (the “Lands”);
- C. The Owner will, concurrently with entering this Agreement, enter into a heritage revitalization agreement (the “HRA”) with the City to preserve and protect the building (the “Building”) currently sited on the Lands and in return the City will grant additional density rights (the “Bonus Density”) which may, subject to the terms of the HRA, be transferred to other lands;
- D. Because the calculation of the Bonus Density is on the basis that the Dwelling Units are used for rental accommodation for twenty (20) years, the Owner wishes to enter this Agreement to assure the City that they will remain rental during that term.

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 pursuant to Section 219 of the *Land Title Act*, agree as follows:

- 1. In this Agreement the following terms have the definitions now given:
 - (a) “**Agreement**” means this housing agreement, including the recitals to this Agreement and the Memoranda attached hereto;
 - (b) “**Building**” has the meaning set out in recital C of this Agreement;
 - (c) “**Dwelling Units**” means the nineteen (19) residential units to be constructed as part of the renovation of the Building about to be undertaken by the Owner, eighteen (18) of which will be designated rooms under the *Single Room Accommodation By-law No. 8733* and all replacements thereof;
 - (d) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250, and amendments thereto and re-enactments thereof;
 - (e) “**Lands**” has the meaning set out in recital B of this Agreement;

- (f) "Term" means the term of this Agreement being a period of twenty (20) years commencing on the day that this Agreement is submitted for registration in the Land Title Office.
2. Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City that:
- (a) the Lands shall not be used in any way that is inconsistent with the terms of this Agreement;
 - (b) during the Term the Owner will not sell or otherwise dispose of any Dwelling Unit except together with all Dwelling Units; or
 - (c) it will not suffer, cause or permit the Building to be subdivided by strata plan and that any subdivision of the Building in contravention of this covenant will be of no force or effect, and the City will be entitled to the cancellation of the registration of any offending plan, at the Owner's expense.
3. Pursuant to Section 565.2 of the *Vancouver Charter*, at all times during the Term, the Dwelling Units shall be occupied as residential accommodation on a monthly rental basis only. For purposes of this Section 3:
- (a) "residential accommodation" means the use of the Dwelling Units by persons who occupy the Dwelling Units as his or her place of residence; and
 - (b) "monthly rental basis" means that the term of any rental, licence or similar occupancy agreement (whether written or not) shall be monthly provided that any consecutive series of rental, licence or similar occupancy agreements for the same occupant or occupants in the same Dwelling Unit shall not extend beyond a period of one year.
4. The Owner shall keep and maintain the Building and all parts thereof (including the Dwelling Units) in good repair and in a safe, clean, neat and tidy condition. If the Building is damaged or destroyed the Owner shall restore or replace same whenever and as often as damage or destruction shall occur.
5. Nothing in this Agreement shall remove or have the effect of removing any of the Dwelling Units designated as SRA accommodation from this designation.
6. 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.

7. The Owner hereby releases and agrees to indemnify the City and its officials, officers, employees and agents and save them harmless for and from any claim, demand, complaint, judgment or order for any injury, loss, damage or expense suffered, incurred or experienced by any person or entity in connection with this Agreement. This indemnity will survive release or discharge of the Section 219 Covenant given hereby.

8. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and shall be served on the other party by registered mail, fax or by personal service to the following address for each party:

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

Attention: General Manager of Community Services
and Director, Housing Centre;

(b) B. C. Collateral Loan Brokers Ltd.
300 - 1676 Martin Drive
White Rock, British Columbia
V4A 6E7

If made by registered mail, service of any such notice, demand or request will be deemed complete seven days after the day of mailing except when there is a postal service disruption during such period in which case service should be deemed to be completed upon actual delivery of the notice, demand or request.

If made by facsimile transmission, service of any such notice, demand or request will be deemed complete on the third business day after the day when the facsimile transmission was transmitted.

If delivered, service of any such notice, demand or request will be deemed complete two days after the day of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address or additional persons to which all notices, demands or requests are to be addressed.

9. 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.

10. 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.

11. 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 titles to the Lands as a housing agreement pursuant to Section 565.2 of the *Vancouver Charter* and also registered as a charge against titles to the Lands with priority over all other encumbrances except those in favour of the City.

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

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

HORIZON CHARTERS LTD. (as to an undivided 160000/1110000 interest)
MANDATE NATIONAL MORTGAGE CORPORATION (as to an undivided 240000/1110000 interest)
NOVOWOOD HOMES LTD. (as to an undivided 285000/1110000 interest)
CANADIAN WESTERN TRUST COMPANY, "IN TRUST" (as to an undivided 125000/1110000 interest)
STEVEN WONG and LOUISE WONG (as to an undivided 200000/1110000 interest) and
JAMES WRIGHT and EILEEN WRIGHT (as to an undivided 100000/1110000 interest)
 (collectively the "Chargeholder")
 Holder of Mortgage BB142239 and Assignment of Rents BB142240 (collectively the "Charge")
 charging Lots 19 and 20 Block 8 District Lot 196, Plan 184 (together the "Lands")

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby approves, joins in and consents to the granting of the Section 219 Covenant (the "Encumbrance") attached, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

IN WITNESS WHEREOF the Chargeholder has executed this priority agreement by causing its proper officers to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION**License By-law amending by-law
re housekeeping amendment**

The attached by-law will implement Council's resolution of April 15, 2008 to amend the License By-law to delete "Department of Permits and Licenses" which is obsolete, and substitute reference to the staff of the License Inspector which is consistent with the Vancouver Charter.

Director of Legal Services
April 15, 2008

BY-LAW NO. _____



**A By-law to amend License By-law No. 4450
regarding housekeeping amendment**

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

1. From section 7 of the License By-law, Council strikes out "the Department of Permits and Licenses", and substitutes "his or her staff".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 5909 - 5989 Oak Street**

After the public hearing on April 17, 2007, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for the captioned property. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
April 15, 2008

5909 - 5989 Oak 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 marginally numbered Z-591(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (466).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (466) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling; and
- (b) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Density

3.1 The number of dwelling units on the site must not exceed 31.

3.2 The floor space ratio for all permitted uses must not exceed 1.0.

3.3 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, above and below ground level, measured to the extreme outer limits of the building; and

- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the permitted residential floor area;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are:
 - (i) at or below base surface, or
 - (ii) above the base surface, and, if developed as off-street parking, located in an accessory building situate in the rear yard,except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including day care facilities, recreation facilities, and meeting rooms, except that the exclusion must not exceed, in aggregate, 10% of the permitted floor area;
- (e) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) all residential storage space above or below base surface, except that if the residential storage spaces above base surface exceeds 3.7 m² for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit; and
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness.

Building height

4. The building height must not exceed 10.7 m measured from base surface.

Setbacks

5. The setbacks must be at least:
 - (a) 2.43 m from each of the north and south side yard property lines;
 - (b) 1.15 m from the west rear yard property line for the first 12 m measured from West 43rd Avenue, and 3.65 m for the remainder of that property line; and
 - (c) 3.65 m from the east front yard property line.

Parking and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations and exemptions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law, except that there must be at least one parking space for each dwelling unit.

Acoustics

7. All development permit applications require evidence in the form of a report and recommendations prepared by a person trained in acoustics and current techniques of noise measurement, demonstrating that the noise levels in those portions of dwelling units listed below do not exceed the noise level set opposite such portions. For the purposes of this section, the noise level is the A-weighted 24-hour equivalent (Leq) sound level and is defined simply as noise level in decibels.

Portions of dwelling units	Noise levels (Decibels)
Bedrooms	35
Living, dining, recreation rooms	40
kitchen, bathrooms, hallways	45

Severability

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

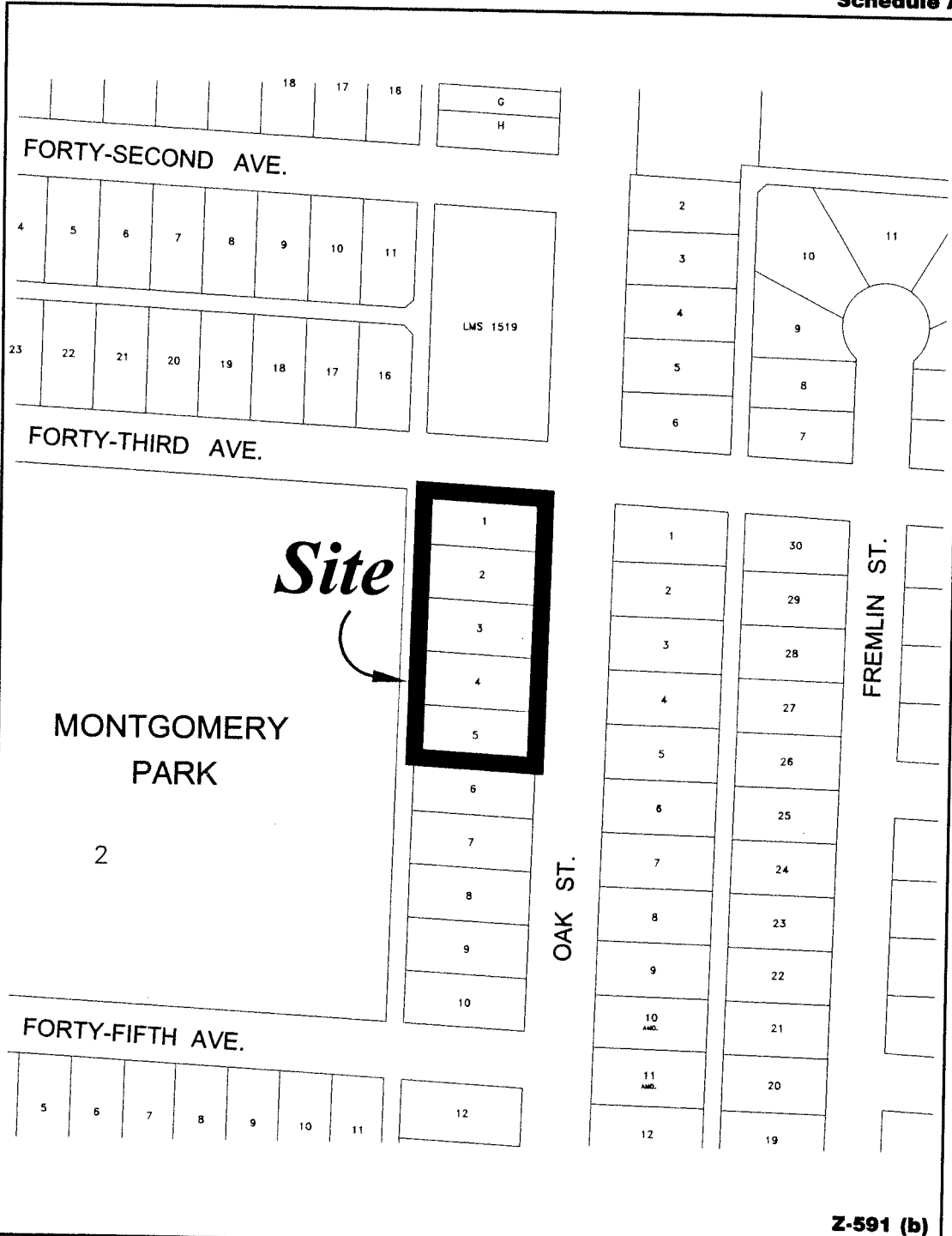
Force and effect

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk



Z-591 (b)

RZ - 5909-5989 Oak Street

map: 1 of 1

scale: NTS



City of Vancouver

date: Mar. 2007

EXPLANATION**Subdivision By-law No. 5208 amending by-law
re 5909 - 5989 Oak Street**

Enactment of the attached by-law will delete 5909 - 5989 Oak Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of April 17, 2007 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
April 15, 2008

5909 - 5989 Oak Street



BY-LAW NO. _____

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

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

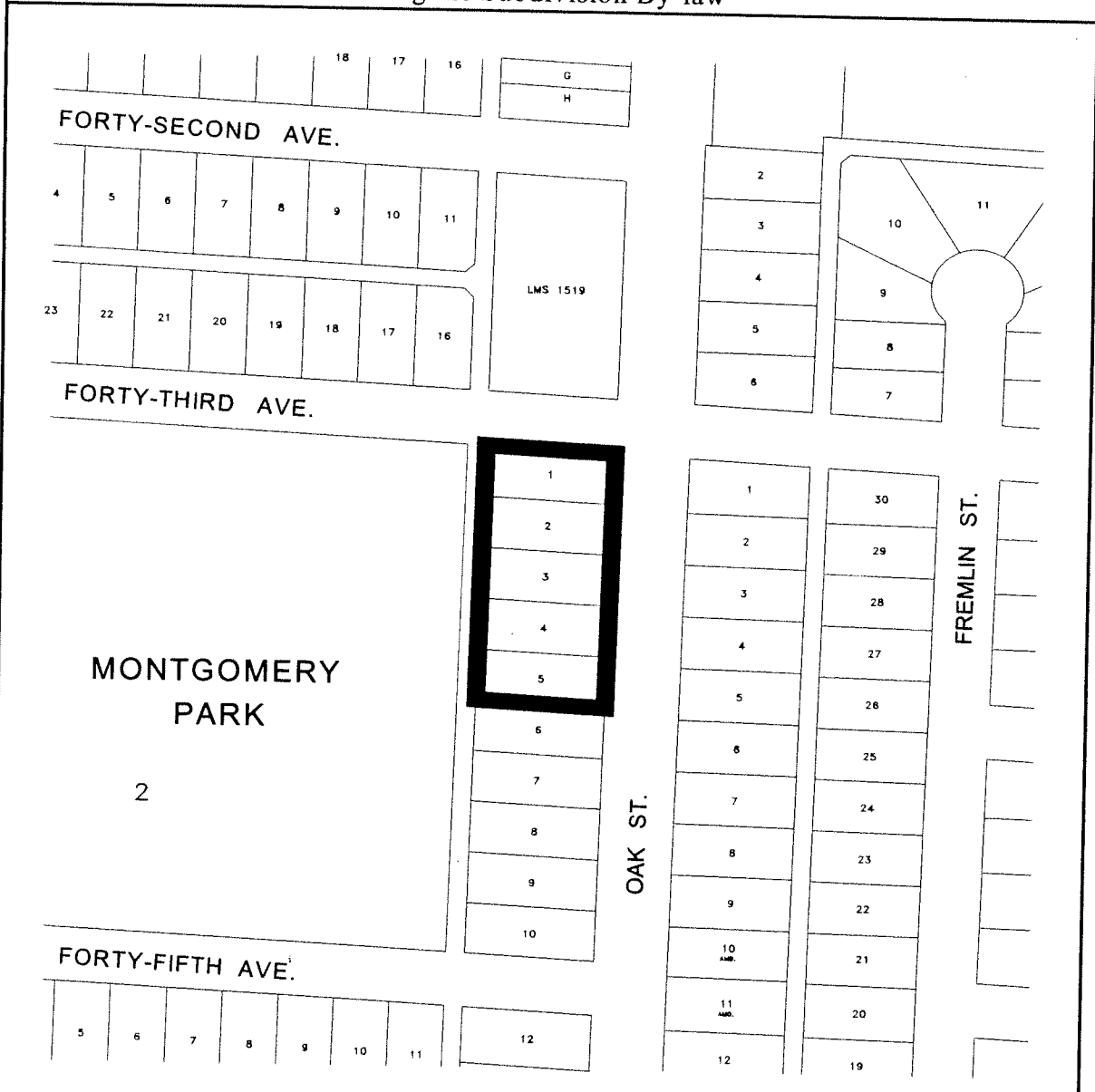
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

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



The properties outlined in black () are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

5909-5989 Oak Street

map: 1 of 1

scale: NTS




City of Vancouver

EXPLANATION**A By-law to modify fines for breaches of certain by-laws
and related provisions and housekeeping changes**

The attached by-law will implement Council's resolution of March 13, 2008 to amend various by-laws listed on the first page regarding fines and other housekeeping matters.

Director of Legal Services
April 15, 2008

BY-LAW NO. _____

 A By-law to amend Building By-law No. 9419,
Business Premises Regulation of Hours By-law No. 8022,
Business Prohibition By-law No. 5156,
City Land Regulation By-law No. 8735,
Club Regulation By-law No. 2647,
Crossing By-law No. 4644, Electrical By-law No. 5563,
Encroachment By-law No. 4243, Fire By-law No. 8191,
Gas Fitting By-law No. 3507, Graffiti By-law No. 7343,
Granville Mall By-law No. 9272, Health By-law No. 6580,
Impounding By-law No. 3519, License By-law No. 4450,
Motor Vehicle Noise and Emission Abatement By-law No. 9344,
Mountain View Cemetery By-law No. 8719,
Noise Control By-law No. 6555,
Parking By-law No. 6059, Parking Meter By-law No. 2952,
Secondhand Dealers and Pawnbrokers By-law No. 2807,
Security Alarm System By-law No. 7111,
Sewer and Watercourse By-law No. 8093, Sign By-law No. 6510,
Single Room Accommodation By-law No. 8733,
Solid Waste By-law No. 8417,
Standards of Maintenance By-law No. 5462,
Street and Traffic By-law No. 2849,
Street Tree By-law No. 5985,
Street Vending By-law No. 4781,
Ticket Offences By-law No. 9360,
Trailer Courts By-law No. 3644,
Untidy Premises By-law No. 4548,
Vehicle Licensing By-law No. 4021,
Vehicles for Hire By-law No. 6066,
Water Shortage Response By-law No. 8912,
Water Works By-law No. 4848, and
Zoning and Development By-law No. 3575
to modify fines for breaches of those by-laws
and related provisions and housekeeping changes

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

Minimum fines and housekeeping

1. In each by-law referred to in Column 1 of Table 1, Council amends each section or table referred to in Column 2 by:

- (a) striking out the minimum fine, if any, as set out in Column 3;

- (b) substituting or adding the minimum fine as set out in Column 4;
- (c) amending the wording as set out in Column 4:

TABLE 1

Column 1	Column 2	Column 3	Column 4
Building	3.2.2.1.(1) Division C Part 3	\$100	\$250
Building	3.2.2.3.(1) Division C Part 3	\$200	\$500
Building	3.2.2.4.(1) Division C Part 3	\$200	\$500
Building	3.2.2.5.(1) Division C Part 3	\$200	\$500
Building	3.2.2.6.(1) Division C Part 3	\$200	\$500
Business Premises Regulation of Hours	8	\$100	\$250
Business Prohibition	7	\$0	Before “not”, add “not less than \$500 and”.
City Land Regulation	6	\$100	\$250
Club Regulation	24(1)	\$50	\$250
Crossing	8(b)	\$50	\$250
Electrical	9.3	\$100	\$250
Electrical	9.4	\$200	\$500
Encroachment	16.(1)	\$0	Before “not”, add “not less than \$250 and”.

Fire 8.3.1.1.(2) To the list of offences, add, in the appropriate numeric order, "subsection 1.4.4 and sentences 1.4.2.7.(1), 2.4.1.1(1), 2.7.1.3.(4), 2.7.1.6.(1), 6.3.1.1.(1), and 6.5.1.1.(1)".

Gas Fitting By-law After section 12, add:
 "12A. Every person who commits an offence against this By-law is punishable on conviction by a fine of not less than \$250.00 and not more than \$2,000.00 for each offence.

12B. Every person who commits an offence of a continuing nature against this By-law is liable to a fine not exceeding \$50.00 for each day such offence continues."

Graffiti	11	\$100	\$250
Granville Mall	10	\$0	Before "not", add "not less than \$250 and".
Health	3.4	\$100	\$250
Health	3.4		After "section", add "2.3 or".
Impounding	13	\$0	Before "not", add "not less than \$500 and".
Impounding	3(a) of Schedule A	\$5.00	\$8.00
License	30(2)	\$100	\$250

License	30(4)		Repeal, and substitute: "Despite the minimum fine referred to in subsection (2), every person who commits an offence against section 17.1 is liable to a fine of not less than \$500 for each offence, and every person who commits an offence against section 25.3 is liable to a fine of not less than \$1,000 for each offence."
Motor Vehicle Noise and Emission Abatement	3.2	\$100	\$250
Mountain View Cemetery	12.2	\$100	\$250
Noise Control	20(2)	\$100	\$250
Parking	3.3		Repeal.
Parking			After section 15.1, add: "15.1A Notice of violation 15.1A.1 An inspector or official of the city, or a by-law enforcement officer, may give notice to any person ordering or directing that person to: (a) discontinue or refrain from proceeding with any work or using or occupying any land or building or doing anything that contravenes this By-law; or

(b) carry out any work or do anything to bring any land or building into conformity with this By-law; within the time specified in such notice.

15.1A.2 An inspector or official of the city, or a by-law enforcement officer, may serve a notice under this By-law:

(a) by mailing it by registered post to an owner who is the addressee of the notice at the address of the owner shown on the real-property assessment roll prepared pursuant to the Assessment Act;

(b) by handing it to the person who is the addressee of the notice; or

(c) if the notice refers to real property, by posting it on the real property.”

Parking	15.3.1			Repeal, and substitute: “Every person who commits an offence against this By-law is liable to a fine of not more than \$2,000 and not less than \$250 for each offence except for failing to comply with any order, direction or notice given under this By-law in which case the fine is to be not less than \$500.”
Parking Meter	14		\$60	
Secondhand Dealers and Pawnbrokers	4.2	\$200	\$1000	
Security Alarm System	40	\$100	\$250	
Sewer and Watercourse	8.2(1)	\$200	\$250	
Sign By-law	8.2	\$100	\$250	
Sign By-law	8.3	\$200	\$500	
Single Room Accommodation	6.6	\$50	\$500	
Solid Waste	11.4	\$50	\$250	
Solid Waste	11.4			Before the period, add “except that a person who commits an offence against section 11.3(c) is punishable on conviction by a fine of not less than \$500 for each offence”.

Standards of Maintenance	23.6(1)	\$100	\$250
Standards of Maintenance	23.6(2)		Repeal, and substitute: “Despite the minimum fine referred to in subsection (1), every person who commits an offence against section 11.1(1), 15.1(1), 16.1(2), 17, 18, 21.4(a), 21.13(a), 21.13(b), 21.14, or 23.3 is liable to a fine of not less than \$500 for each offence.”
Street and Traffic	103(1)	\$0	Before “not”, add “not less than \$250 and”.
Street and Traffic	103(2)		Repeal, and substitute: “Every person who commits an offence against one of the following provisions of this By-law is liable to a fine of not less than the amount set out opposite each provision: 17.6(e), 17.6(f), and 65..... \$60 64.....\$75 17.1 to 17.5 inclusive, 17.6(a), 17.6(b), 17.6(c), 17.6(d), 17.6(g), 17.6A, 17.7, 18.1, 18.2, 18.3, 19.1, 21.1 to 21.7 inclusive, 22.1, 22.4, 23.1, 23.1A, 23.3, and 30(2).....\$90

6, 11, 12, 14, 15, 20.1,
20.2, 32 to 46 inclusive,
50, 52,53, 54, 56, 57,
60, 60A to 60F inclusive,
63A, and 65A(2).....\$100

48.....\$200

58, 69A, 87, 88, 94(1)(a),
94(1)(d), 94(1)(e), 94(7),
99(1)(b),
99(2)(a).....\$500

Street and Traffic	103(4)	\$100	\$250
Street and Traffic	103(4)(a)	\$10	\$20
Street and Traffic	103(4)(b)	\$20	\$30
Street and Traffic	103(4)(c)	\$50	\$100
Street and Traffic	103(7)	\$100	\$250
Street and Traffic	103(7)(a)	\$100	\$250
Street and Traffic	103(7)(b)	\$100	\$250
Street and Traffic	103(3), 103(5), 103(6), 103(8)		Repeal.
Street and Traffic	103(4)		Re-number as section 103(3).
Street and Traffic	103(7)		Re-number as section 103(4).
Street Tree	12	\$50	\$250
Street Vending	11(a)	\$100	\$250
Ticket Offences	Table 2 - 2.2	\$100	\$250
Ticket Offences	Table 2 - 2.3	\$300	\$500
Ticket Offences	Table 2 - 2.1	\$100	\$250
Ticket Offences	Table 3 - 3(1)	\$150	\$250
Ticket Offences	Table 4 - 4	\$150	\$250
Ticket Offences	Table 5 - 69A	\$200	\$500
Ticket Offences	Table 5 - 60D	\$50	\$100
Trailer Courts	12(1)	\$50	\$250
Untidy Premises	7(1)	\$100	\$250
Vehicle Licensing	21(1)	\$75	\$250

Vehicles for Hire	32(1)	\$100	Delete "\$100.00 for each offence", and substitute "\$250 for each offence except for failing to comply with section 23(19) in which case the fine is to be not less than \$500".
Water Shortage Response	6.2	\$50	Repeal, and substitute: "Every person who commits an offence against this By-law is liable to a fine of not more than \$2,000 and not less than \$250 for each offence except for failing to comply with any order, direction or notice given under this By-law in which case the fine is to be not less than \$500."
Water Works	45(b)	\$50	\$250
Zoning and Development	8.2		Repeal, and substitute: "Every person who commits an offence against this By-law is liable to a fine of not more than \$2,000 and not less than \$250 for each offence except for failing to comply with section 6.8 in which case the fine is to be not less than \$500."

Maximum fines

2. In each by-law referred to in Column 1 of Table 2, Council amends each section referred to in Column 2 by striking out the fine as set out in Column 3, and substituting the fine as set out in Column 4:

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 190 Prior Street**

After the public hearing on February 12 and February 21, 2008, at the Council meeting on March 11, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 190 Prior Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
April 15, 2008

190 Prior Street

BY-LAW NO. _____



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

PREAMBLE

Council has authority under the *Vancouver Charter* to enter into a heritage revitalization agreement with the owner of heritage property including terms and conditions to which Council and the owner may agree.

Certain property bearing the civic address of 190 Prior Street, and the following legal description:

Parcel Identifier: 015-642-615

Lot 1

Block 23

District Lot 196

Plan 184

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

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

1. Council authorizes the City to enter into a heritage revitalization agreement with the owner in substantially the form and substance of the heritage revitalization agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

1. APPLICATION: (Name, address, phone number and signature of applicant, applicant's solicitor or agent)

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

(PID)
015-642-615

(LEGAL DESCRIPTION)
Lot 1, Block 23, District Lot 196, Plan 184

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Pages 6 - 7, Article 2	Transferee
Section 219 Covenant	Pages 7 - 8, Article 3	Transferee
Statutory Right of Way	Page 9, Article 5	Transferee
Equitable Charge	Page 10, Article 6	Transferee

4. TERMS: Part 2 of this instrument consists of (select one only)

- (a) Filed Standard Charge Terms D.F. No.
- (b) Express Charge Terms Annexed as Part 2
- (c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

PRIOR HOLDINGS LTD. (Inc. No. BC0725845), 300 - 911 Homer Street, Vancouver, B.C., V6B 2W7

6. TRANSFEREE(S):* (including postal address(es) and postal code(s))*

CITY OF VANCOUVER, 453 West 12th Avenue, Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges 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.

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor)	08			PRIOR HOLDINGS LTD., by its authorized signatory <hr/> Marcello De Cotiis
<hr/> Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	08			CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Graham P. Johnsen

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.

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement - 901 Main/190 Prior Streets

WHEREAS:

A. The Owner (as herein defined) is the registered owner of the following lands and premises:

PID: 015-642-615
 Lot 1, Block 23
 District Lot 196
 Plan 184
 (the "Lands");

B. Situate on the Lands is a building known as the "BC Electric Railway Men's Quarters", with a civic address of 901 Main Street;

C. The Owner has applied pursuant to development permit application DE411105 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof are collectively called the "Development Permit"):

- (i) to adaptively reuse the BC Electric Railway Men's Quarters for retail/commercial and residential uses and to construct an addition of 18,108 square feet to the rear of the BC Electric Railway Men's Quarters for residential units and above grade parking (such addition hereinafter referred to as the "Addition");
- (ii) for a density bonus grant of 7,547 square feet to be used on the Lands as part of the Addition; and
- (iii) to vary or supplement the City's Zoning and Development By-Laws (as herein defined) to allow for an increase from 5.0 to 6.69 in the overall floor space ratio, and from 3.0 to 6.46 in the residential floor space ratio, applicable to the Lands;

D. The City has agreed to the foregoing subject to a number of conditions, including without limitation, that:

- (i) the BC Electric Railway Men's Quarters will be designated as a legally protected heritage building and listed in Category B on the Vancouver Heritage Register; and
- (ii) the BC Electric Railway Men's Quarters will be timely restored, and thereafter maintained, at the cost and expense of the Owner; and

E. Pursuant to Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a development cost levy by-law, a development permit and a heritage alteration permit, and may include such other terms and conditions as the City's Council and the Owner may agree.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges) and, where applicable, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 **Definitions.** The terms defined in this Section 1.1 shall, unless otherwise specifically provided for in this Agreement (as defined below), have the following meanings:

- (a) **“Addition”** has the meaning set out in Recital C(i);
- (b) **“Additional Density”** means the additional development rights of 7,547 square feet of Floor Space that, subject to the terms and conditions of this Agreement and the Development Permit, have been or will be assigned by the City to, and may be built out on, the Lands;
- (c) **“Agreement”** means this instrument and agreement, all land title instruments and forms attached and all schedules, if any, to this instrument and agreement;
- (d) **“BC Electric Railway Men’s Quarters”** has the meaning set out in Recital B;
- (e) **“City”** means the municipal corporation continued pursuant to the *Vancouver Charter*, and **“City of Vancouver”** means the geographic location;
- (f) **“Consultant”** means the Owner’s heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work;
- (g) **“Development Permit”** has the meaning set out in Recital C;
- (h) **“Effective Date”** means the date that this Agreement is executed by the City;
- (i) **“Existing or Permitted Tenancies”** means the existing or permitted tenancy arrangements with the persons described in Schedule “A”;
- (j) **“Floor Space”** means the buildable (or built) area of a development calculated, if the Zoning and Development By-laws contain a method of measurement of floor space, in accordance with such method, taking into account any inclusions required and exclusions allowed under the Zoning and Development By-laws;
- (k) **“Heritage Building”** means:
 - (i) the BC Electric Railway Men’s Quarters, all elements thereof and all permitted replacements thereof;

- (ii) any other building or structure located on the Lands and identified as comprising part of the Heritage Building in the Development Permit or in the applicable heritage designation or in a heritage revitalization by-law, if any; and
- (iii) any other feature or fixture identified in the Development Permit or in the heritage designation or heritage revitalization by-law;
- (l) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250, as amended from time to time and any and all replacements thereof or any statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;
- (m) **“Lands”** has the meaning set out in Recital A;
- (n) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Prior Holdings Ltd. (incorporation number BC0725845), and all of its respective assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then **“Owner”** includes, without limitation, a strata corporation thereby created;
- (o) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement and in accordance with the Development Permit;
- (p) **“Vancouver Building By-law”** means the City of Vancouver Building By-law No. 9419 of 2007, as varied or supplemented from time to time, and includes its successor building by-law to the extent the same is or may be applicable;
- (q) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time; and
- (r) **“Zoning and Development By-laws”** means those of the by-laws of the City which from time to time regulate the use and development of land in the City of Vancouver, including with respect to allowable density and floor space ratios, and are applicable to the Lands and to every part into which the Lands may be subdivided, including without limitation Zoning and Development By-Law No. 3575 as varied or supplemented from time to time, including without limitation, by FC - 1 District Schedule (East False Creek).

1.2 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to

Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2 REHABILITATION AND USE OF THE HERITAGE BUILDING

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

- (a) the Owner shall, at its sole expense, Rehabilitate the Heritage Building in accordance with the Development Permit to the satisfaction of the City, which shall include the following, without limitation:
 - seismic upgrading of the BC Electric Railway Men's Quarters to meet the requirements of the Vancouver Building By-law, including a new concrete elevator and stair tower connecting the BC Electric Railway Men's Quarters to the Addition with a reinforced concrete floor system and the addition of a continuous structural steel tension strap running the perimeter of the interior of the BC Electric Railway Men's Quarters. All seismic mitigation work will occur from the inside of the BC Electric Railway Men's Quarters and be contained within the walls and floors;
 - repair, restore or replicate (where indicated in the conservation plan attached to the Development Permit) all exterior materials and elements; and
 - window and cornice repair or replication.
- (b) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
- (c) at all times during the Rehabilitation, the Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (d) during the Rehabilitation, and in perpetuity thereafter, the Owner shall, to the satisfaction of the City, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;

- (e) on completion of the Rehabilitation, the Owner shall cause the Consultant to submit to the City a signed statement (in form and contents satisfactory to the City) confirming that the Rehabilitation has been fully completed;
- (f) the City shall be under no obligation to issue an occupancy permit for the Heritage Building or for any building constructed on the Lands (or any part thereof) notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled, until the Rehabilitation is completed to the satisfaction of the City;
- (g) until the Rehabilitation is completed to the satisfaction of the City and an occupancy permit has been issued for the Heritage Building as so rehabilitated:
 - (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of the Heritage Building or any part thereof except for occupancy under the Existing or Permitted Tenancies;
 - (ii) neither the Owner nor any other person whatsoever shall apply for an occupancy permit for any other building or improvements constructed on the Lands (or any part thereof) or take any action, to compel the issuance of an occupancy permit for any other building or improvements constructed on the Lands (or any part thereof); and
 - (iii) the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal ownership in the Lands without the prior written consent of the City.

ARTICLE 3 CONTINUING HERITAGE PRESERVATION AND PROTECTION

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, as covenants and agreements running with, charging and binding the Lands, that:

- (a) the Owner shall preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;
- (b) the Owner shall not, except as may be permitted by this Agreement, the Development Permit or a heritage alteration permit issued by the City, alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building (or any part thereof);
- (c) if the Heritage Building is damaged, the Owner shall, at the Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if it is economic to repair the Heritage Building, the Owner and the City will consider only land economic factors including the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives (including the Additional Density) have been granted herein. If the Owner and the

City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to Section 3.1(d). If the Owner and the City agree or if an arbitrator(s) determines that it is uneconomic to repair the Heritage Building, the Owner shall not be obligated to repair the Heritage Building but will be restricted to building on the Lands a building of similar form, massing, quality of materials, detailing and height as the original Heritage Building, and the City shall, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge, of this Agreement to reflect such change in circumstances;

- (d) all disputes arising from Section 3.1(c) shall be determined by arbitration in the manner set out in this Section 3.1(d). Within thirty (30) days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City; provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom shall be chosen by the Owner, one (1) of whom shall be chosen by the City and the third by the two (2) so chosen, and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if it or a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid, and may tax or settle the amount of costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, shall apply;
- (e) the Owner agrees that the by-law variations effected by, and the other terms and conditions of, this Agreement are full and fair compensation for the obligations and restrictions placed upon the Owner by this Agreement and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement;
- (f) the Owner acknowledges and understands that the by-laws impacting the Lands that will be varied or effected by the City as a result of this Agreement will include a heritage designation by-law, which will identify the BC Electric Railway Men's Quarters as a "Protected Heritage Property" and impose consequent restrictions on the future redevelopment of the Lands; and
- (g) the City may, at its cost, affix a commemorative plaque to the Heritage Building and the Owner shall refrain from obscuring, defacing or removing same.

**ARTICLE 4
ADDITIONAL DENSITY AND BY-LAW VARIATION**

4.1 As compensation to assist the Owner in defraying the cost of the Rehabilitation, the City hereby varies the FC - 1 District Schedule (East False Creek) of the City's Zoning and Development By-Law No. 3575 in respect of the Lands (nothing in this Agreement varies such by-law as it applies to any other property) by adding and assigning a heritage density bonus of 7,547 square feet (being the **Additional Density**) to the Lands as additional building Floor Space, and as a consequence:

- (a) by varying the introductory clause of Section 4.7.1 of the FC - 1 District Schedule (East False Creek), which currently allows for a total floor space ratio for the Lands of a maximum of 5.0, to read, in respect of the Lands:

“The floor space ratio shall not exceed 6.69, subject to the following:”; and

- (b) by varying paragraph (e) of Section 4.7.1 of the FC - 1 District Schedule (East False Creek), which currently allows for a residential floor space ratio for the Lands of a maximum of 3.0, to read, in respect of the Lands:

“the maximum floor space ratio for residential use shall be 6.46.”

**ARTICLE 5
STATUTORY RIGHT OF WAY**

5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands, and in the event that the Owner is in default of any of its obligations under this Agreement, to undertake and diligently prosecute to conclusion the Rehabilitation, and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so; provided, however, that nothing herein obligates the City to conduct the Rehabilitation, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Heritage Building.

5.2 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation, or any other work contemplated by Section 5.1:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation, or any other work contemplated by Section 5.1, or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner shall pay to the City the costs incurred by the City in undertaking the Rehabilitation or any part thereof, and any other work contemplated by Section 5.1, plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

The statutory right of way set out in this Article 5 is necessary for the operation and maintenance of the City's undertaking.

**ARTICLE 6
EQUITABLE CHARGE**

6.1 The Owner grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 6 shall survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 7
RELEASE AND INDEMNITY**

7.1 The Owner hereby releases, indemnifies and saves harmless the City and its officials, councillors, employees, contractors, agents and licensees (each, a “City Party” for the purposes of this Section 7.1), from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages, consequential damages, fines, penalties, costs and legal costs on a solicitor own client basis (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) the inability of the Owner to use, in whole or in part, any of the Additional Density that may be used pursuant to this Agreement, whether such inability arises from the decision of the City’s Development Permit Board, City Council, a court of competent jurisdiction or otherwise (other than where the decision of the City Party is patently malicious or capricious);
- (b) the City conducting all or any portion of the Rehabilitation or any other work contemplated by this Agreement;
- (c) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement, until the Owner has fully complied with all requirements of the City in this Agreement and otherwise applicable to the Lands;
- (d) this Agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (e) any release of this Agreement or the loss of any of the rights granted hereunder;
- (f) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; and
- (g) issuance of any development permit in respect of the Lands.

The releases and indemnities set out in this Article 7 shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any

of the covenants created by this Agreement. The releases and indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 8 GENERAL

8.1 If the registered owner of the Lands shall be more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this Agreement.

8.2 The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other financial encumbrances except financial encumbrances in favour of the City.

8.3 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

8.4 If the Land Title Office refuses to register this Agreement, the Owner agrees to modify or re-execute this Agreement so as to permit registration.

8.5 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

8.6 Without limiting the generality of Section 8.5, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the strata plan:

- (a) this Agreement shall charge each strata lot and shall be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created shall be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this Agreement shall be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and shall be treated as a common expense and all strata lot owners shall contribute to such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

If the Heritage Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the Rehabilitation has been completed to the satisfaction of the City, the City will, within a reasonable time of being requested to do so by the Owner and at the Owner's expense, release and discharge this Agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located.

8.7 The City agrees to execute a registrable discharge of the *Land Title Act* charges and notation(s) which arise pursuant to this Agreement, from the Lands, in the event that prior to January 31, 2010 (i) Development Permit DE411105 has not been issued, or (ii) the Owner elects not to proceed with the development contemplated by the Development Permit; provided, however, that:

- (a) the City will have no obligation to execute such discharge until a written request therefore from the Owner has been received by the City, which request will include the form of discharge, in registrable form;
- (b) the cost of preparation of such discharge and the cost of registration of same in the Land Title Office will be paid by the Owner; and
- (c) the City will have a reasonable time within which to execute such discharge and return the same to the Owner for registration.

8.8 Nothing contained or implied in this Agreement 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* as amended from time to time 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.

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

SCHEDULE "A"

Description of Existing or Permitted Tenancies:

END OF DOCUMENT

EXPLANATION

Heritage Designation By-law re 190 Prior Street

After the public hearing on February 12 and February 21, 2008, at the Council meeting on March 11, 2008, Council approved a recommendation to designate a building at 190 Prior Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
April 15, 2008

190 Prior Street



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials (BC Electric
Railway Men's
Quarters)

190 Prior Street

Parcel Identifier:
015-642-615
Lot 1
Block 23
District Lot 196
Plan 184

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

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

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk