

EXPLANATION

**Noise Control By-law amending By-law  
Re: 428 Terminal Avenue**

This amendment, approved by Council on April 21 and May 3, 2011, adds 428 Terminal Avenue to the Noise Control By-law.

Director of Legal Services  
November 29, 2011

428 Terminal Avenue

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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule B of By-law No. 6555, at the end, Council adds:  
"CD-1 (518) By-law No. 10392 428 Terminal Avenue"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

## EXPLANATION

# 2

### **A By-law to amend the Sign By-law Re: 428 Terminal Avenue**

After the public hearing on April 21 and May 3, 2011, Council resolved to amend the Sign By-law to add this site to Schedules B and E. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services  
November 29, 2011

428 Terminal Avenue



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

**A By-law to amend Sign By-law No. 6510**

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

1. To Schedule E of the Sign By-law, Council adds:  
"428 Terminal Avenue CD-1 (518) By-law No. 10392 B (I-3)"
2. To Schedule B of the Sign By-law, at the end of section 1(d) (ii) (E), Council adds:  
"CD-1 (518) 428 Terminal Avenue"
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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


EXPLANATION

**Noise Control By-law amending By-law  
Re: 8495 Granville Street**

This amendment, approved by Council on April 27, May 3 and May 17, 2011, adds 8495 Granville Street to the Noise Control By-law.

Director of Legal Services  
November 29, 2011

8495 Granville Street

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

**A By-law to amend  
Noise Control By-law No. 6555**

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

1. To Schedule A of By-law No. 6555, at the end, Council adds:  
“CD-1 (517) By-law No. 10391 8495 Granville Street”.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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


## EXPLANATION

**A By-law to amend the Sign By-law  
Re: 8495 Granville Street**

After the public hearing on April 21, May 3 and May 17, 2011, Council resolved to amend the Sign By-law to add this site to Schedule E of the Sign By-law. 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  
November 29, 2011

8495 Granville Street

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

**A By-law to amend Sign By-law No. 6510**

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

1. To Schedule E of the Sign By-law, Council adds:  
"8495 Granville Street CD-1 (517) By-law No. 10391 B (C-2)".
2. To Schedule B of the Sign By-law, at the end of section 1(d) (ii) (E), Council adds:  
"CD-1 (517) 8495 Granville Street"
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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



## EXPLANATION

Heritage Designation By-law  
Re: 1237 East 14<sup>th</sup> Avenue

At a public hearing on November 1, 2011, Council approved recommendations to designate the structure and exterior features of the heritage building at 1237 East 4<sup>th</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
November 29, 2011

1237 East 14<sup>th</sup> Avenue  
The Lee Residence



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 of the heritage building	1237 East 14 <sup>th</sup> Avenue	PID: 013-425-749 Lot C of Lots 57 and 58 Block 172 District Lot 264A Plan 2807
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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 \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

## EXPLANATION

Heritage Designation By-law  
Re: 564 Beatty Street

At a public hearing on November 1, 2011, Council approved recommendations to designate the structure and exterior envelope of the improvements and exterior building materials of the heritage building at 564 Beatty Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
November 29, 2011

564 Beatty Street  
Gurney Foundry Building



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 of  
the heritage  
building

564 Beatty Street  
Vancouver, B.C.

PID: 016-535-286  
Lot 1  
Block 39  
District Lot 541  
Plan 23019

PID: 016-535-294  
Lot 2  
Block 39  
District Lot 541  
Plan 23019

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 \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

EXPLANATION

7

**Authorization to enter into a  
Heritage Revitalization Agreement  
Regarding 564 Beatty Street**

After a public hearing held on November 1, 2011, Council resolved to enter into a By-law to authorize an agreement regarding the Gurney Foundry Building at 564 Beatty Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
November 29, 2011

564 Beatty Street  
Gurney Foundry Building



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 564 Beatty Street, and the following legal description:

PID: 016-535-286

Lot 1

Block 39

District Lot 541

Plan 23019

and

PID: 016-535-294

Lot 2

Block 39

District Lot 541

Plan 23019

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                      , 2011

\_\_\_\_\_  
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 16 pages

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)	(LEGAL DESCRIPTION)
016-535-286	Lot 1 Block 39 District Lot 541 Plan 23019
016-535-294	Lot 2 Block 39 District Lot 541 Plan 23019

3. NATURE OF INTEREST:\*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
<b>SEE SCHEDULE</b>		

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)/CHARGEHOLDER(S):\*

**ROSSMORE ENTERPRISES LTD.** (Incorporation No. 59466)

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 all signatures)	11			ROSSMORE ENTERPRISES LTD., by its authorized signatory(ies):
				<hr/> Print Name:
				<hr/> Print Name:

**OFFICER CERTIFICATION:**

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

\* 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**

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/> Bruce T. Quayle Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-871-6545	11			CITY OF VANCOUVER by its authorized signatory:  <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.

\* 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 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	Article 2, pages 7-12	Transferee
Statutory Right of Way	Article 5, page 13 -14	Transferee
Equitable Charge	Article 7, page 14	Transferee

**TERMS OF INSTRUMENT - PART 2**  
**Heritage Revitalization Agreement**

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of the lands at 564 Beatty Street in City of Vancouver (the “Lands”), which have the legal description shown in the Form C - Part 1 part of this document.
- B. There is a building situated on the Lands, known as the Gurney Foundry Building, which is considered to be of heritage value (the “Heritage Building”).
- C. The Owner proposes to re-develop the Lands by rehabilitating the Heritage Building and modifying it by adding 4 storeys to it (the “Development”) and, under development permit application no. DE414716 (the “DP Application”), has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for:
- (i) variations to the maximum FSR and building height provisions of the *Downtown Official Development Plan By-law No. 4912* applicable to the Lands needed to permit the Development;
  - (ii) an exemption from the requirement under the *Vancouver Development Cost Levy By-law No. 9755* to pay a development cost levy in respect of the Development;
  - (iii) a façade grant under the City’s “Heritage Façade Rehabilitation Program Policies and Procedures for Gastown, Chinatown, Hastings Street Corridor and Victory Square”, adopted by the City’s Mayor and Council on July 10, 2003, as amended on July 29, 2003 and July 19, 2005, for each of the Heritage Building’s 3 heritage façades as identified in the DP Application (the “Heritage Facades”);
  - (iv) a limited property tax exemption for the Lands; and
  - (v) certain parking relaxations as set forth in the DP Application,

the Owner will accept the designation of the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55* and enter into with the City a heritage revitalization agreement in respect of the Heritage Building.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, the parties agree as follows:

**ARTICLE 1**  
**DEFINITIONS**

1.1 **Definitions.** In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:

- (a) **“City”** means the municipality of the City of Vancouver continued under the *Vancouver Charter* and **“City of Vancouver”** means its geographic location and area;
- (b) **“City’s Bank of Record”** means the City’s primary bank or other financial institution for its banking activities;
- (c) **“Conservation Plan”** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation of the Heritage Building as provided for hereunder;
- (d) **“Director of Planning”** means the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (e) **“Development”** means the proposed development project as described above in the introductory paragraphs hereto to rehabilitate and modify the Heritage Building pursuant to the DP Application;
- (f) **“Development Permit”** means any development permit(s) issued by the City under the DP Application and in respect of the Development, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (g) **“DP Application”** has the meaning given above in the introductory paragraphs hereto;
- (h) **“Façade Grant”** means a façade rehabilitation grant under the City’s “Heritage Façade Rehabilitation Program Policies and Procedures for Gastown, Chinatown, Hastings Street Corridor and Victory Square”, adopted by the City’s Mayor and Council on July 10, 2003, as amended on July 29, 2003 and July 19, 2005;
- (i) **“Heritage Building”** has the meaning given above in the introductory paragraphs hereto and includes, without limitation, the Heritage Facades;
- (j) **“Heritage Consultant”** means an independent, heritage building rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings and heritage building façades;
- (k) **“Heritage Designation”** means the City’s designation of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (l) **“Heritage Façades”** has the meaning give above in the introductory paragraphs hereto;
- (m) **“Lands”** has the meaning given above in the introductory paragraphs hereto and includes any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;

- (n) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (o) **“Owner”** means the registered owner or owners of the Lands;
- (p) **“rehabilitate”** and **“rehabilitation”** mean the planning and carrying out of restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or real property heritage feature so as to revitalize it and extend its life and use as such;
- (q) **“Rehabilitation Work”** has the meaning given below herein;
- (r) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, 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;
- (s) **“Zoning & Development By-law”** means the City’s *Zoning and Development By-law No. 3575* and any amendments thereto and replacements thereof.

**ARTICLE 2**  
**SECTION 219 COVENANT**

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

- (a) the Owner, at his, her or its expense, within 24 months after the date the Development Permit issued, plus any additional time by which the time limit for the Development Permit is extended under the provisions of the *Zoning & Development By-law*, will rehabilitate or cause the rehabilitation of the Heritage Building, including, without limitation, the Heritage Facades, and will do so in accordance with this agreement, the Development Permit and the Conservation Plan (the **“Rehabilitation Work”**) to the Director of Planning’s satisfaction;
- (b) the Owner, at his, her or its expense, will ensure that a Heritage Consultant supervises the Rehabilitation Work to the Director of Planning’s satisfaction;
- (c) the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters to the Director of Planning’s satisfaction;
- (d) without limitation to anything else herein, the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Façades are adequately secured, supported and otherwise protected in all respects from damage or injury of any kind whatsoever to the Director of Planning’s satisfaction;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Heritage Building insured to

its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;

- (f) on completion of the Rehabilitation Work as required by this agreement, the Owner, at his, her or its expense, will cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (g) nobody will in any way use or occupy the Heritage Building or any part thereof at any time after this agreement is registered on title to the Lands and the Rehabilitation Work has commenced, unless and until:
  - (i) the City has issued a new occupancy permit therefor;
  - (ii) the Rehabilitation Work has been completed in accordance herewith;
  - (iii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
  - (iv) the Director of Planning is satisfied that the Rehabilitation Work has been completed in accordance with this agreement; and
  - (v) the Director of Planning is satisfied that the Owner is not in any way in breach of and does not owe the City any money under this agreement;
- (h) nobody will take any action to compel the City, and, notwithstanding that the Heritage Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Heritage Building or any part thereof at any time after this agreement is registered on title to the Lands and the Rehabilitation Work has commenced, until:
  - (i) the Rehabilitation Work has been completed in accordance herewith;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
  - (iii) the Director of Planning is satisfied that the Rehabilitation Work has been completed in accordance with this agreement; and
  - (iv) the Director of Planning is satisfied that the Owner is not in any way in breach of and does not owe the City any money under this agreement;

- (i) after completion of the Rehabilitation Work in accordance herewith, the Owner, at his, her or its expense, will do all things reasonably necessary to conserve the Heritage Building as rehabilitated and, in any event, keep it in good condition in all respects at all times to the Director of Planning's satisfaction;
- (j) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Heritage Building in any way except as may be permitted or required by this agreement, the Conservation Plan and/or any development and/or heritage alteration permits issued by the City therefor;
- (k) the Owner will not at any time and will not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Building pursuant to the statutory right of way granted to it herein;
- (l) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at his, her or its expense, and to the City's satisfaction, will repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at his, her or its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Heritage Building, as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Heritage Designation, the estimated value of the Lands under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building, failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the Lands and the Owner may request of the City's Mayor and Council that the Heritage Designation be cancelled; and
- (m) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation will result in restrictions with respect to the future use and development and therefore may affect the value of the Lands, the Owner has received full and fair compensation for this agreement and the Heritage Designation and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have



been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected this agreement and/or the Heritage Designation, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement;

- (n) after the Rehabilitation Work has been commenced, the City may revoke at anytime any occupancy permit(s) issued for the Heritage Building prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Heritage Building in contravention of such revocation, this agreement and any applicable City bylaws, the City, at the Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Heritage Building is vacated and unoccupied in accordance with this agreement; and
- (o) notwithstanding the Floor Space Ratio for the Lands as set out in paragraph 4.1 hereof, no building(s) or additions to any building(s) will at anytime be constructed on the Lands which will result in a total building floor space area on the Lands greater than 53,123.3 sq. ft., and if any permit is issued inadvertently or otherwise at anytime for any construction on the Lands which will result in a total building floor space area on the Lands greater than that, then the City may at any time revoke such permit or revoke and replace it with a permit consistent with this agreement or modify it to make it consistent with this agreement, and if any construction is at anytime carried out on the Lands in contravention of this agreement, the City may pursue in respect thereto all available remedies, including, without limitation, injunctive relief.

2.2 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building, the City, in its discretion, may issue occupancy permits therefor and on that basis it may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for any and all occupancy permits and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Rehabilitation Work;
- (d) all legal requirements for such occupancy permits have been fulfilled;

- (e) the Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation Work, with such estimate to be made in writing by a Heritage Consultant and a quantity surveyor for the Owner and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permits, is not, in the City's opinion, in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Heritage Building and/or the Lands; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

2.3 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or HSBC Bank Canada and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City and will 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.

2.4 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose in connection with the Rehabilitation Work, 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 act of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupt or insolvent debtors;
- (c) the Owner, in the City's opinion, has not been diligently carrying out the Rehabilitation Work; or
- (d) the City in any way undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

2.5 Within a reasonable time after completion of the Rehabilitation Work, and the issuance thereafter of all occupancy permits required for full occupancy of the Heritage Building, the City, to the extent the City has not called upon them and used the proceeds therefrom pursuant to this agreement, will release to the Owner all letters of credit issued in favour of the City under this agreement and will provide to all issuers thereof, to the extent they may require, written confirmation that such letters of credit may be cancelled.

2.6 If at anytime, in default under this agreement, the Owner, in the City's opinion, fails to carry out the Rehabilitation Work as required hereby and fails to rectify any such default within 30 days, or within such other longer time as the City may explicitly permit, after notice from the City to so rectify such default, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

**ARTICLE 3  
TAX EXEMPTION & FAÇADE GRANT**

3.1 No property tax exemption for the Lands to be provided as an incentive to the Owner for carrying out the Rehabilitation Work and accepting the Heritage Designation will be made effective until after the Rehabilitation Work has been completed in accordance herewith and the Heritage Designation has been duly put into effect under the provisions of the *Vancouver Charter* and duly noted on title to the Lands, and then any such property tax exemption will be put into effect only if the Director of Planning is satisfied that the Owner is not materially in breach of and does not owe the City any money under this agreement.

3.2 Provided the Director of Planning is satisfied that the Owner is not in any way in breach of and does not owe the City any money under this agreement, then, within a reasonable time after:

- (i) the Rehabilitation Work has been completed in accordance herewith;
- (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (iii) the Director of Planning is satisfied that the Rehabilitation Work has been completed in accordance with this agreement; and
- (iv) the Owner has delivered to the Director of Planning, to his or her satisfaction, for each of the Heritage Facades, copies of all receipts for the costs incurred in rehabilitating each of the Heritage Facades respectively,

the City will pay the Owner one Façade Grant for each of the Heritage Façades in an amount equal to one-half the cost of rehabilitating each of the Heritage Façades respectively, to a maximum of fifty thousand dollars (\$50,000) for each Heritage Façade, for a maximum total of one hundred & fifty thousand dollars (\$150,000) for all the Heritage Façades collectively.

3.3 In determining the amount of each Façade Grant to be paid to the Owner hereunder, the City will base its determination thereof only on such costs as were actually incurred by the Owner which to the Director of Planning's reasonable satisfaction are fairly attributable to the rehabilitation of each of the Heritage Façade respectively.

3.4 Payment of Façade Grants hereunder shall be subject to set-off by the City of such amounts in whole or in part against any unsatisfied obligations of the Owner to the City pursuant to this agreement.

3.5 If the Owner fails to rehabilitate the Heritage Facades in accordance with this agreement within 2 years after the date upon which the Development Permit is issued, the City will not be obligated to pay the Owner Façade Grants as contemplated hereunder, or any part thereof, or any other monies in connection herewith.

**ARTICLE 4  
BY-LAW VARIATIONS**

4.1 Subject to paragraph 2.1(o) of this agreement, Section 3 of the City's *Downtown Official Development Plan By-law No. 4912* is hereby varied in respect of the Lands to permit therefor a maximum Floor Space Ratio of 9.23.

4.2 For the purpose of calculating the Floor Space Ratio for the preceding paragraph, the definition of the term "Floor Space Ratio" contained in Section 2 of the *Zoning and Development By-law* is hereby varied so that the area figure "5,753.45 sq. ft." is substituted for the phrase "area of the site" as used in that definition.

4.3 Section 4 of the City's *Downtown Official Development Plan By-law No. 4912* is hereby varied in respect of the Lands to permit therefor a maximum building height of 125.06 ft.

4.4 The City's *Vancouver Development Cost Levy By-law No. 9755* is hereby varied so that the development cost levy payable thereunder in respect of the Development is Nil.

**ARTICLE 5  
STATUTORY RIGHT OF WAY**

5.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the date upon which the City issues the Development Permit, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Building; and
- (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement, to carry out any such obligations of the Owner hereunder as the City may choose.

5.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

5.3 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

**ARTICLE 6  
DEBTS OWED TO CITY**

6.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligations hereunder to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Building:

- (a) there will be no express or implied warranties as to the quality of any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and

- (b) the Owner will pay to the City, forthwith on demand, to the extent the City has not taken payment for such costs from any letters of credit provided to the City hereunder, as reimbursement for expenses incurred, the full amount of all costs the City incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand will bear interest, until paid in full, at the prime lending rate of the City's Bank of Record, plus 3%, calculated monthly and not in advance.

#### ARTICLE 7 EQUITABLE CHARGE

7.1 The Owner hereby 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.

7.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

#### ARTICLE 8 NOTICES

8.1 Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) if to the Owner, to its address as shown on title to the Lands in the Land Title Office records; and
- (b) if to the City:  
City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia  
V5Y 1V4

Attention: City Clerk and Director of Legal Services;

or to such other address in Canada as any party, for itself, may specify in writing to the other parties, provided that if and when the owner of the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

**ARTICLE 9  
GENERAL**

9.1 Joint and Several Liability. If the Owner is 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.

9.2 Priority of Registration. The Owner, at his, her or its expense, after execution of this agreement, shall do or cause to be done all things and acts necessary to ensure that this agreement is registered against title to the Lands with priority over all other encumbrances on title to the Lands as the City may require.

9.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this agreement and to ensure timely and effective registration in the Land Title Office.

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

9.5 Time of Essence. Time will be of the essence in respect of this agreement.

9.6 Enurement. 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 with any parcel, lot or part into which the Lands may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

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

9.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

9.9 Number. Words contained herein 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.

9.10 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.

9.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

9.12 City Approvals. In this agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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

**END OF DOCUMENT**

## EXPLANATION

**BORROWING - \$60,000,000**

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

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

Enactment of the attached By-law to take effect January 8, 2012, will authorize the Director of Finance to borrow a sum of money by overdraft, of which the total outstanding at any one time, must not during the period from January 8, 2012 to January 7, 2013, exceed \$60,000,000.

Director of Legal Services  
November 29, 2011



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

**A By-law to authorize the borrowing  
of certain sums of money from  
January 8, 2012 to January 7, 2013,  
pending the collection of real property taxes**

**PREAMBLE**

In exercise of the power provided by Section 263 of the *Vancouver Charter*, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2012 up to and including January 7, 2013, exceed \$60,000,000 to meet the lawful expenditures of the City, pending the collection of real property taxes, and to provide for the repayment of the monies so borrowed as hereinafter set forth.

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

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

1. In this By-law, the words "real property taxes for general purposes" means that portion of the real property taxes levied or to be levied, pursuant to an annual general rating by-law, to meet expenses of the City other than the payment of interest on outstanding debentures, payments of principal on serial debentures, and payments to sinking funds in respect of debenture debt.
  
2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver, from any lender by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day, during the period from January 8, 2012 to and including January 7, 2013, exceed \$60,000,000, in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver, for the purpose of meeting the lawful expenditures of the City of Vancouver, pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:

- (a) the monies so borrowed as herein provided, together with interest thereon, will be a liability payable out of the revenues of the City of Vancouver, and must be payable and repaid to the lenders on or before January 7, 2013; and
- (b) the City of Vancouver hereby hypothecates as security for the repaying of:
  - (i) the monies so borrowed up to and including December 31, 2012, the real property taxes for general purposes remaining unpaid as of January 8, 2012, together with the real property taxes for general purposes to be levied in the year 2012, in an amount equal to not more than \$385,852,000.00, which amount is equal to 75% of the real property taxes for general purposes levied in 2011, and
  - (ii) the monies so borrowed subsequent to December 31, 2012, the real property taxes for general purposes then remaining unpaid, and any amounts receivable by the City of Vancouver from other governments as of December 31, 2012,

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

- 3. Council repeals By-law No. 10177.
- 4. This By-law is to come into force and take effect on January 8, 2012.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

## BY-LAW NO. 10393

A By-law to Contract a Debt by the Issue and Sale of 3.45%  
Sinking Fund Debentures in the Aggregate Principal Amount  
of \$140,000,000 for the Objects Set Out in Schedule "B"

## WHEREAS:

- A. Pursuant to sections 236 and 242 of the Vancouver Charter, S.B.C. 1953, c.55, as amended (the "Vancouver Charter"), the Council of the City of Vancouver (the "Council") has power, without the assent of the electors, to borrow money for:
- (a) the construction, installation, maintenance, replacement, repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor, and
  - (b) the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefore, and
  - (c) The design, construction, installation, maintenance and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefore;

2009 - 2011 Capital Plan

- B. Pursuant to section 245 of the Vancouver Charter, the Council on the 15th day of November, 2008 submitted to the electors of the City of Vancouver entitled to vote on by-laws requiring assent of the electors the questions set out in Schedule "C.1" hereto;
- C. As appears by Certificates of the Returning Officer to the Council, the votes cast in the affirmative on each of the questions set out in Schedule "C.1" hereto amounted to a majority of all of the votes cast thereon;
- D. As a result of the votes cast on the 15th day of November, 2008, the Council has power, without the assent of the electors to pass by-laws in any of the years 2009 to 2011 inclusive, to borrow money by the issue and sale of debentures in the aggregate principal amounts not exceeding the amounts set out for the various projects referred to in each of the questions set out in Schedule "C.1" hereto or such proposed projects as varied by Council by a vote of not less than two-thirds of all its members, and if any of the projects or any part thereof is delayed for any reason, to pass by-laws to borrow such money at any time within the years 2012 to 2018 inclusive;
- E. All or part of the proposed projects set out in Schedule "C.1" hereto have been delayed;

F. Some of the projects set out in Schedule "C.1" hereto have been varied by resolutions of the Council dated January 21, 2010 and June 22, 2010, copies of which are attached hereto as Schedule "C.2". The said resolutions were passed by a vote of not less than two thirds of the members of Council and the aggregate amount of borrowing assented to by the electors has not been exceeded, in accordance with section 245 (3) of the Vancouver Charter;

G. The Council has not heretofore borrowed any money by the issue and sale of debentures for the projects set out in Schedule "C.1" hereto, save and except by the sale of debentures in the principal amount of \$53,854,900 by By-law No. 10015 of March 25, 2010, and the amount authorized for any specific project will not as a result of the borrowing authorized hereby, be exceeded;

H. It is now deemed expedient under the authority of the Vancouver Charter and pursuant to the provisions of sections 236, 242 and 245 of the Vancouver Charter to borrow the sum of money and to contract a debt by the issue and sale of debentures of the City of Vancouver in the principal amount of \$140,000,000 in lawful money of Canada bearing interest at the rate of 3.45% per annum for the objects more particularly set forth in Schedule "B" hereto;

I. The value according to the last revised assessment roll of all the real property within the boundaries of the City of Vancouver liable to taxation is \$183,581,215,926; and

J. The total amount of the existing debenture debt of the City of Vancouver at the date of the first reading of this by-law is \$625,358,000 (exclusive of debts incurred for local improvements secured by special rates or assessments) of which none of the principal or interest is in arrears as at that date.

NOW THEREFORE THE COUNCIL OF THE CITY OF VANCOUVER in open meeting assembled enacts as follows:

1. THAT for the objects and in the principal amounts more particularly set forth in Part I of Schedule "B" hereto, the borrowing of which has received the assent of the electors pursuant to section 245 of the Vancouver Charter, and for the objects and in the principal amounts more particularly set forth in Part II of Schedule "B" hereto, the borrowing of which is authorized by sections 236 and 242(2) of the Vancouver Charter, a debt shall be contracted by the issue and sale of sinking fund debentures in the principal amount of \$140,000,000 in lawful money of Canada (the "Debentures"). The Debentures will bear interest at the rate of three point four five per centum (3.45%) per annum payable in lawful money of Canada half-yearly on the 2nd day of June and the 2nd day of December during the years 2012 to 2021 inclusive; the first of such payments of interest being for the period from December 2, 2011 to June 2, 2012. The Debentures will be issued in the form of a fully registered global certificate (the "Global Debenture") registered in the name of CDS & Co. as nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. The Global Debenture shall be in the form or substantially in the form attached hereto as Schedule "A". Interest shall be paid in the manner provided in the form of the Global Debenture.

2. THAT the Global Debenture (and any replacement global debenture that may be issued pursuant to the Book Entry Only Securities Services Agreement (defined below) if the Global Debenture is defaced, lost, stolen or destroyed) shall be sealed with the

common seal of the City of Vancouver, shall bear the signature or facsimile signature of the Mayor of the City of Vancouver and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or the Deputy Director of Finance. The common seal of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced.

3. THAT the Global Debenture shall be dated the 2nd day of December, 2011 and shall be payable on the 2nd day of December, 2021.

4. THAT the Global Debenture will be payable as to principal in lawful money of Canada in accordance with the provisions of the Book Entry Only Securities Services Agreement and the Issuer Procedures (collectively the "Book Entry Only Securities Services Agreement") dated March 22, 2010 in respect of the issue of Debentures authorized by this By-law.

5. THAT the actions of the Director of Finance and the Deputy Director of Finance in negotiating, executing and delivering the Book Entry Only Securities Services Agreement (including the form of indemnity contained therein) and the actions of the Director of Finance in negotiating, executing and delivering the purchase agreement dated November 16, 2011 with CIBC World Markets Inc., as syndicate manager, on behalf of the City of Vancouver are hereby ratified, approved and confirmed and that the Director of Finance, the Deputy Director of Finance and the Director of Legal Services or an Assistant Director of Legal Services, or any one or more of them are hereby authorized to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures (defined below) and to enter into and execute, with or without the common seal of the City of Vancouver and deliver on behalf of the City of Vancouver such other certificates, assurances, documents or instruments and to do all such things as may be necessary or desirable to complete the issue and sale of the Debentures and, if issued, the Definitive Debentures and to otherwise give effect to the intent of this by-law.

6. THAT if definitive sinking fund debentures (the "Definitive Debentures") are issued in exchange for the Global Debenture in accordance with the terms and conditions of the Global Debenture, they shall be in the form or substantially in the form and contain substantially the conditions as set out in Schedule "D" hereto and the following provisions, *inter alia*, shall apply to the Definitive Debentures:

- (a) the Definitive Debentures shall be issued in fully registered form as to principal and interest and interest shall be paid by cheque as provided in the form of debenture attached hereto as Schedule "D";
- (b) the Definitive Debentures shall be in the denominations of \$1,000 of lawful money of Canada and multiples thereof, shall be sealed with the common seal of the City of Vancouver, shall bear the facsimile signature of the Mayor of the City, and shall be signed by any one of the following officials as the authorized signing officers of the City of Vancouver: the City Treasurer, the Deputy City Treasurer, the Director of Finance or the Deputy Director of Finance. The common seal of the City of Vancouver may be stamped, printed, lithographed or otherwise reproduced;

- (c) the Definitive Debentures will be dated and be payable on the respective dates and in the respective amounts appropriate to the date of the issuance of the Definitive Debentures in exchange for and upon the surrender of the Global Debenture which amounts will not exceed in aggregate the outstanding balance of the Global Debenture at the date of exchange and in accordance with the maturity date and the Definitive Debentures shall bear the same interest rate (together with unmatured interest obligations) all as set out in the Global Debenture; and
- (d) the Definitive Debentures shall be payable as to principal in lawful money of Canada at any branch in Canada of the bank set out in the Definitive Debentures at the holder's option.

7. THAT if Definitive Debentures are issued in exchange for the Global Debenture, the Council may appoint a transfer agent, registrar and interest disbursing agent for the City of Vancouver for the purposes of performing, *inter alia*, the services of transfer agent, registrar and interest disbursing agent and to perform such other services in accordance with the Vancouver Charter and do such other things in relation to the Debentures as may be authorized by the Council.

8. THAT in each of the years 2012 to 2021, both inclusive, a sum shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver and by way of special levies, charges, rates or taxes sufficient to pay the interest falling due in such years on the Debentures and the interest on the debt represented thereby.

9. THAT in each of the years 2012 to 2021, both inclusive, there shall be levied and raised, in addition to all other rates, by way of real property taxes by a specific rate on all rateable real property in the City of Vancouver and by way of special levies, charges, rates or taxes, such sums which, with interest on the investment of all such sums, calculated at the rate of five per centum (5%) per annum and capitalized yearly will be sufficient to pay the principal amounts on the Debentures when they become due.

10. THAT the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures, shall rank *pari passu* with all other general obligations of the City of Vancouver, except as to sinking funds.

11. THAT the City of Vancouver is hereby authorized to carry out the objects for which the Debentures and, if issued in exchange for the Global Debenture, the Definitive Debentures are issued.

12. THAT subject to due authorization by the City by borrowing resolution and subject to receipt of such other approvals as may be necessary, the Council may, without the consent of the holders of the Debentures, issue from time to time further debentures in addition to the \$140,000,000 principal amount of Debentures authorized by this by-law having the same terms and conditions as the Debentures in all respects (except where applicable for the first payments of interest thereon). Such further issues shall be consolidated and form a single series with the outstanding Debentures (and, where applicable, other debentures of the same series as may have been issued) and shall mature on the same date or dates and may be interchangeable with the Debentures authorized by

this by-law (and, where applicable, other debentures of the same series as may have been issued).

13. THAT Schedules "A" to "D" inclusive shall at all times be deemed an integral part of this by-law.

14. THAT this by-law shall come into force and take effect on the 29th day of November, 2011.

DONE AND PASSED in open Council this 29th day of November, 2011.

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MAYOR

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CITY CLERK

**THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. 10393 OF THE CITY OF VANCOUVER**

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CV2011-1

CANADA

ISIN: CA921577RE49

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

GLOBAL DEBENTURE

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Issue of \$140,000,000, 3.45% Sinking Fund Debentures due December 2, 2021 under the provisions of the Vancouver Charter, as amended, and By-Law No. 10393.

The City of Vancouver (the "City") is indebted to and for value received promises to pay to CDS & Co., as nominee of CDS Clearing and Depository Services Inc. or registered assigns, on December 2, 2021, the principal sum of \$140,000,000 in lawful money of Canada and to pay interest on such principal sum in like money from December 2, 2011, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is the later, at the rate of three point four five per centum (3.45%) per annum, payable half yearly not in advance on the 2nd day of June and the 2nd day of December in each of the years 2012 to 2021 inclusive. The first payment of interest shall be for the period from December 2, 2011 to June 2, 2012. Interest shall be payable in the manner and in accordance with the Book Entry Only Securities Services Agreement (including the Issuer Procedures) dated March 22, 2010 addressed to CDS Clearing and Depository Services Inc. and the Acknowledgement dated November 22, 2011 which were signed on behalf of the City by the Director of Finance and the Deputy Director of Finance of the City.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Global Debenture.

This Global Debenture represents an authorized issue of \$140,000,000, 3.45% sinking fund debentures of the City due December 2, 2021 (the "Debentures").

This Global Debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and By-law No. 10393 duly and legally passed by the Council of the City.

The Debentures rank pari passu with all other general obligations of the City, except as to sinking funds.



All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Global Debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia and the total indebtedness of the City, including this Global Debenture, does not exceed any statutory limitations, and provision has been made to levy real property taxes and to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Global Debenture when due.

This Global Debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this Global Debenture to be sealed with the common seal of the City, to bear the signature of its Mayor, to be signed by its authorized signing officer and to be dated December 2, 2011.

[SEAL]

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Mayor

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Authorized Signing Officer

CONDITIONS

This Global Debenture is registered in the name of the nominee of CDS Clearing and Depository Services Inc. ("CDS") and held by CDS. Beneficial interests in this Global Debenture are represented through book-entry accounts to be established and maintained by CDS of financial institutions acting on behalf of beneficial owners as direct and indirect participants of CDS.

Except in limited circumstances, owners of beneficial interests in this Global Debenture will not be entitled to have debentures registered in their names and will not receive nor be entitled to receive certificated debentures in definitive form. The City will have no responsibility or liability for maintaining, supervising or reviewing any records of CDS relating to beneficial interests in this Global Debenture or for any aspect of the records of CDS relating to payments made by CDS on account of such beneficial interests.

Unless this certificate is presented by an authorized representative of CDS to the City for registration of transfer, exchange or payment, and any certificate issued in respect thereof is registered in the name of CDS & Co., or in such other name as is requested by an authorized representative of CDS (and any payment is made to CDS & Co. or to such other entity as is requested by an authorized representative of CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered holder hereof, CDS & Co., has a property interest in the securities represented by this certificate herein and it is a violation of its rights for another person to hold, transfer or deal with this certificate.

SCHEDULE "B"

PART I: 2009 - 2011 CAPITAL PROGRAM PLEBISCITE

**AUTHORIZED UNDER SECTION 245 OF THE VANCOUVER CHARTER**

1. Streets and Bridge Infrastructure

To provide for major maintenance and reconstruction of the arterial and residential street and lane networks and to undertake major maintenance of bridges and other structures ..... \$5,000,000

2. Transit and Safety Improvements

To provide for strategic modifications to the arterial and neighbourhood transportation network, and to expand the system of greenways and cycle routes ..... \$4,000,000

3. Street Lighting, Traffic Signal, and Communications Systems

To provide for major maintenance, reconstruction, and expansion of the street lighting, traffic signal, and communications systems ..... \$6,000,000

4. Public Safety

To provide for maintenance, upgrading, or replacement of aging facilities and supporting infrastructure of the Vancouver Police Department and Vancouver Fire and Rescue Services that are beyond economical repair or no longer meet operational needs ..... \$11,000,000

5. Civic Facilities

To provide for the major maintenance or upgrading Of public service, social, and cultural facilities that are beyond economical repair or no longer meet operational needs ..... \$18,000,000

6. Library

To provide major maintenance at the central and branch libraries, and to complete tenant improvements and outfitting of the new branch library at the Hillcrest Centre ..... \$2,000,000

7. Recreation Facilities

To provide for major maintenance, upgrading, expansion, and

replacement of community centres, ice rinks, swimming pools, field houses and other parks and recreation facilities, including completion of the Hillcrest Centre, replacement of Trout Lake Community Centre, and upgrading of buildings at Van Dusen Botanical Gardens..... \$20,000,000

8. Parks

To provide for repairing, upgrading, development, and enhancement of parks and facilities within parks, such as walking and cycling paths, children’s playgrounds, sports fields, sports courts, and the seawall, including projects in Stanley Park, Hillcrest/Riley Parks and Grandview Park ..... \$5,000,000

**PART II: AUTHORIZED BY SECTIONS 236 AND 242(2) OF THE VANCOUVER CHARTER**

1. Sewer

To provide funds for the construction, installation, maintenance, replacement, repair and regulation of a system of sewerage and drainage, including all necessary appliances and equipment for such purposes, and for acquiring real property and easements therefor ..... \$32,000,000

2. Water

To provide funds for the construction, installation, maintenance, replacement repair and regulation of a waterworks system, including water mains and other water pipes, valves, fittings, hydrants, meters and other necessary appliances and equipment, for the purpose of the distribution and supply of water, and for acquiring real property and easements therefor ..... \$22,000,000

3. Neighbourhood Energy Utility

To provide funds for the design, construction, installation, maintenance, and repair of an energy utility system, including all necessary appliances and equipment, and for acquiring real property and easements therefor ..... \$15,000,000

Total ..... \$140,000,000

SCHEDULE "C.1"

**CITY OF VANCOUVER  
2009 - 2011 CAPITAL PLAN BORROWING QUESTIONS  
PUBLIC WORKS  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Works.

**ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER APPROVAL OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2009 AND DECEMBER 31, 2011 TO BORROW AN AGGREGATE NINETY THREE MILLION EIGHT HUNDRED TWENTY THOUSAND DOLLARS (\$93,820,000) FOR THE FOLLOWING PURPOSES?**

**A. Streets and Bridge Infrastructure**

To provide for major maintenance and reconstruction of the arterial and residential street and lane networks, and to undertake major maintenance of bridges and other structures ..... \$66,607,000

**B. Transit and Safety Improvements**

To provide for strategic modifications to the arterial and neighbourhood transportation network, and to expand the system of greenways and cycle routes ..... \$12,553,000

**C. Street Lighting, Traffic Signal, and Communications Systems**

To provide for major maintenance, reconstruction, and expansion of the street lighting, traffic signal, and communications systems. .... \$14,660,000

Total..... \$93,820,000

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to Ninety Three Million Eight Hundred Twenty Thousand Dollars (\$93,820,000).

**2009 - 2011 CAPITAL PLAN BORROWING QUESTIONS  
PUBLIC SAFETY AND CIVIC FACILITIES  
SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Public Safety and Civic Facilities.

**ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER APPROVAL OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2009 AND DECEMBER 31, 2011 TO BORROW AN AGGREGATE SIXTY EIGHT MILLION SIX HUNDRED AND FIVE THOUSAND DOLLARS (\$68,605,000) FOR THE FOLLOWING PURPOSES?**

A.	Public Safety	
	To provide for maintenance, upgrading, or replacement of aging facilities and supporting infrastructure of the Vancouver Police Department and Vancouver Fire and Rescue Services that are beyond economical repair or no longer meet operational needs .....	\$31,965,000
B.	Civic Facilities	
	To provide for the major maintenance or upgrading of public service, social, and cultural facilities that are beyond economical repair or no longer meet operational needs .....	\$32,490,000
C.	Library	
	To provide major maintenance at the central and branch libraries, and to complete tenant improvements and outfitting of the new branch library at the Hillcrest Centre .....	<u>\$4,150,000</u>
	Total .....	<u>\$68,605,000</u>

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to Sixty Eight Million Six Hundred and Five Thousand Dollars (\$68,605,000).

**2009 - 2011 CAPITAL PLAN BORROWING QUESTIONS**

**PARKS AND RECREATION FACILITIES**

**SUBMITTED TO ALL ELECTORS**

This question seeks authority to borrow funds to be used in carrying out the basic capital works program with respect to Parks and Recreation.

**ARE YOU IN FAVOUR OF COUNCIL HAVING THE AUTHORITY, WITHOUT FURTHER APPROVAL OF THE ELECTORS, TO PASS BYLAWS BETWEEN JANUARY 1, 2009 AND DECEMBER 31, 2011 TO BORROW AN AGGREGATE FIFTY NINE MILLION FIVE HUNDRED SEVENTY FIVE THOUSAND DOLLARS (\$59,575,000) FOR THE FOLLOWING PURPOSES?**

**A. Recreation Facilities**

To provide for major maintenance, upgrading, expansion, and replacement of community centres, ice rinks, swimming pools, field houses and other parks and recreation facilities, including completion of the Hillcrest Centre, replacement of Trout Lake Community Centre, and upgrading of buildings at Van Dusen Botanical Garden. .... **\$52,247,000**

**B. Parks**

To provide for repairing, upgrading, development, and enhancement of parks and facilities within parks, such as walking and cycling paths, children's playgrounds, sports fields, sport courts, and the seawall, including projects in Stanley Park, Hillcrest/Riley Parks and Grandview Park ..... **\$ 7,328,000**

**Total** ..... **\$59,575,000**

If this question receives the assent of the electors, Council has the power, without further assent of the electors, to pass by-laws, as and when Council considers appropriate, to borrow money for the projects described up to Fifty Nine Million Five Hundred Seventy Five Thousand Dollars (\$59,575,000).

SCHEDULE "C.2"

APPROVED BY COUNCIL

JANUARY 21, 2010

Extract from the Report to Council (RTS #08492)  
 Standing Committee on City Services and Budgets  
 January 21, 2010

MOVED by Mayor Robertson  
 THAT the Committee recommend to Council

- A. THAT Council approve the requests for approvals in advance of the 2010 Capital Budget (projects and funding) as summarized in the body and in the Appendices of the Administrative Report dated January 09, 2010, entitled "Request for Approvals in Advance of the 2010 Capital Budget", in the amount of \$134,171,500, with the source of funds as follows:

City Funding \$87,863,900 as follows:

- i. \$1,012,000 from Capital from Revenue;
- ii. \$60,975,600 from 2010 borrowing authority;
- iii. \$6,250,000 from City Wide DCL;
- iv. \$3,060,000 from CAC;
- v. \$974,000 from the Parking Sites Reserve;
- vi. \$3,681,300 to be provided by interim financing from the Capital Financing Fund on terms acceptable to the Director of Finance;
- vii. \$5,869,000 from reallocations of previously approved Capital budgets as outlined in Appendix 2 of the above noted Administrative Report;
- viii. \$6,042,000 other City funding as summarized in the body of the report and detailed in Appendix 1 of the above noted Administrative Report;

External Funding \$46,307,600 as follows:

- ix. \$36,520,100 Federal infrastructure stimulus funding;
- x. \$2,000,000 Recreational infrastructure Canada funding;
- xi. \$7,787,500 in other external funding as summarized in the body of the report and detailed in Appendix 1 of the above noted Administrative Report.

- B. THAT Council approve an increase in overall 2009-2011 Capital Plan borrowing authority in the amount of \$1,400,000 for the Neighbourhood Energy Utility Distribution System Extension project (included in borrowing authority requested in A ii above).
- C. THAT under Section 245(3) Council approve a variation of borrowing authority as outlined in Table 2 of the Administrative Report dated January 09, 2010, entitled "Request for Approvals in Advance of the 2010 Capital Budget", in the amount of \$8,917,000.

CARRIED UNANIMOUSLY AND  
 BY THE REQUIRED MAJORITY



APPROVED BY COUNCIL
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JUNE 22, 2010
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Extract from the Report to Council (RTS #08697)  
Regular Council  
June 22, 2010

MOVED by Councillor Louie

- A. THAT Council approve the 2010 Capital Budget Program of \$459,902,600, made up of 2010 requests (\$273,121,700), previously approved 2003 - 2009 capital projects/carry forwards (\$149,482,700), and reallocated 2003 - 2009 funding from Close-outs(\$37,298,200) as summarized in Table 8 of the Administrative Report dated June 13, 2010, entitled "2010 Capital Budget, Close-out, and Status" and detailed in the Appendices of that report.

- B. THAT Council approve the following funding sources for the 2010 Capital Budget (new requests):

Funding Sources	Total Funding 2010	Previously Approved	2010 New Approval
Capital from Revenue	17,783,400	3,047,000	\$14,736,400
Debenture	113,877,900	87,911,000	\$25,966,900
DCL/CACs	27,377,500	9,425,000	\$17,952,500
Federal Government Infrastructure Funding	50,720,400	50,720,400	\$0
External & Other Funding	63,362,500	39,701,200	23,661,300
Total	\$273,121,700	\$190,804,600	\$82,317,100

- C. THAT Council approve the reallocation of unexpended Capital funding from Close-outs and carry forwards as detailed in Appendix 1 and 2 of the Administrative Report dated June 13, 2010, entitled "2010 Capital Budget, Close-out, and Status" as well as \$14.3 million reallocation of funding for Southeast False Creek Affordable Housing by the varying of \$12.2 million in debenture funding from Street and Bridge Infrastructure to Affordable Housing for the 2009-2011 Capital Plan, and reallocating \$2.1 million in Close-out and Carry Forward Unallocated Capital from Revenue.

*The variation of debt financing requires 8 votes of Council.*

- D. THAT Council approve in advance of the 2011 Capital Budget \$15,255,000 in Engineering related capital work as detailed in Table 9 of the Administrative Report dated June 13, 2010, entitled "2010 Capital Budget, Close-out, and Status", with the exception of Capital Plan Reference A4A3 (Georgia and Dunsmuir Viaducts Study), to maintain appropriate procurement processes for work to be done in early 2011.

carried

**THIS IS SCHEDULE "D" REFERRED TO IN  
BY-LAW NO. 10393 OF THE CITY OF VANCOUVER**

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

3.45% SINKING FUND DEBENTURE

NO. □

Issued under the provisions of the Vancouver Charter, as amended, and By-law No. 10393 (the "Borrowing By-law").

The City of Vancouver (the "City") is indebted to and for value received promises to pay to

or registered assigns on the 2nd day of December, 2021 the principal sum of

in lawful money of Canada at any branch of the Bank of Montreal in Canada at the registered holder's option upon presentation and surrender of this debenture and to pay interest thereon in like money from the □ day of □, or from the last interest payment date to which interest shall have been paid or made available for payment, whichever is later, at the rate of three point four five per centum (3.45%) per annum, payable half yearly not in advance on the 2nd day of June and the 2nd day of December in each of the years 20 □ to 2021. Interest shall be payable in the manner provided in the conditions endorsed hereon.

The City is hereby and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this debenture.

This debenture is issued by the City under and by authority of and in full compliance with the laws of the Province of British Columbia, including the Vancouver Charter, as amended, and the Borrowing By-law duly and legally passed by the Council of the City.

This debenture ranks pari passu with all other general obligations of the City, except as to sinking funds.

All acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this debenture have been properly done, fulfilled and performed and exist in regular and in due form as required by the laws of the Province of British Columbia. The total indebtedness of the City including the debentures of this issue does not exceed any statutory limitations, and provision has been made to levy real property taxes and to levy special levies, charges, rates or taxes sufficient to pay the interest promptly as it matures and to pay the principal of this debenture when due.

This debenture is subject to the conditions endorsed hereon which form a part hereof.

IN WITNESS WHEREOF the City has caused this debenture to be sealed with the facsimile common seal of the City, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated (here insert the appropriate date)

[SEAL]

---

Mayor

---

Authorized Signing Officer

CONDITIONS

1. The debentures of this issue are issuable as fully registered debentures in denominations of \$1,000 or any multiple thereof.
2. This debenture is exchangeable or transferable at the office of the City Treasurer, City Hall, Vancouver, British Columbia, or at the offices of [here insert details of any transfer agent appointed] or any successor or replacement transfer agent upon presentation for such purpose accompanied by a written instrument in form approved by the City, executed by the registered holder hereof or by the holder's duly authorized attorney, whereupon this debenture will be cancelled and one or more debentures of this issue of an equal aggregate principal amount and of like maturity will be delivered to the transferee.
3. Exchanges and transfers of debentures as aforesaid will be made at the City Hall or at the offices of the transfer agent referred to above upon compliance by the debenture holders with such reasonable regulations as may be prescribed by the City and without any charge by the City or any transfer agent.
4. Neither the City nor any transfer agent shall be required to make any registrations or transfers of debentures within 15 business days prior to an interest payment date.
5. Neither the City nor any transfer agent shall be bound to see to the execution of any trust affecting the ownership of any debenture or be affected by notice of any equity that may be subsisting in respect thereof.
6. The interest on this debenture will be paid by cheque drawn on the Bank of Montreal. Cheques for interest will be sent through the post to the registered address of the registered holder or in the case of joint holders to the registered address of that one of the registered joint holders who is first named on the register or to such person and to such address as the registered holder or registered joint holders may in writing direct. Every such cheque will be payable to the person to whom it is sent. The registered holder hereof or the legal personal representatives of the holder will be regarded as exclusively entitled to the principal moneys hereby secured and, in the case of joint registered holders of this debenture, the said principal moneys shall be deemed to be owing to them on joint account.

NO. □

CANADA

CITY OF VANCOUVER  
BRITISH COLUMBIA

3.45%

SINKING FUND DEBENTURE

BY-LAW NO. 10393

DATED: DECEMBER 2, 2011  
DUE: DECEMBER 2, 2021

Interest Payable  
June 2nd and December 2nd

Principal  
payable at any branch of the  
Bank of Montreal in Canada

## EXPLANATION

**A By-law to amend the  
False Creek North Official Development Plan By-law  
Re: Land use in Areas 5b and 10**

After the public hearing on February 17, 21 and 24, March 7, 8, and 14, and April 9 and 10, 2011, on November 29, 2011, at Regular Council, council resolved to amend the False Creek North ODP By-law regarding land use in Areas 5b and 10. 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  
November 29, 2011

False Creek North Official Development Plan  
amendments regarding land use in Area 5(b) East and  
new Figures 3, 4, 5, 9c, 11, 12a and 12c

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

**A By-law to amend False Creek North  
Official Development Plan By-law No. 6650**

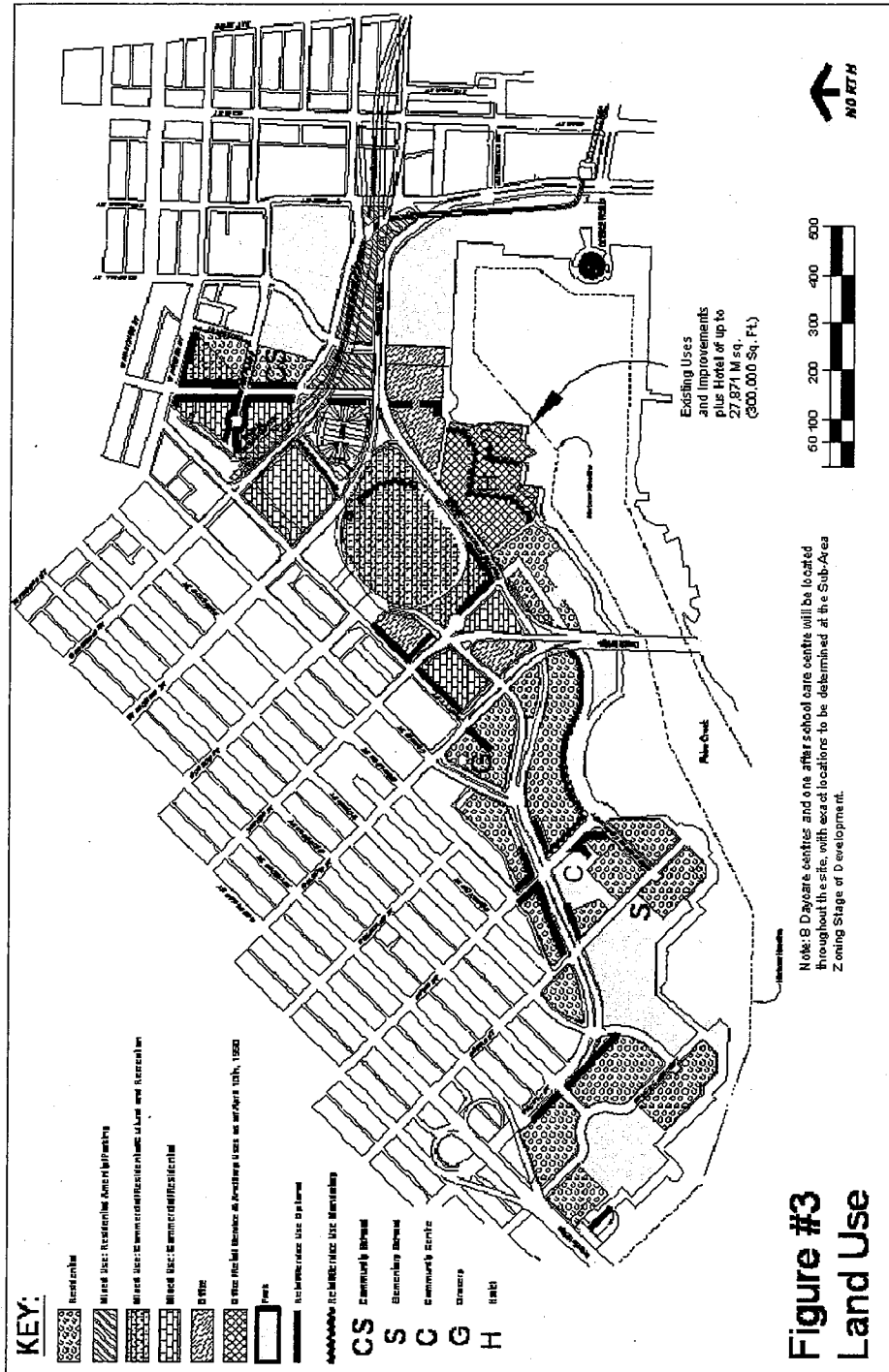
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and figures of the False Creek North Official Development Plan By-law No. 6650.
2. In section 3, Council:
  - a) from subsection 3.3.1, removes “9,843”, “918,248”, and “12.94%” and substitutes “10,154”, “946,417”, and “12.53%” respectively;
  - b) from subsection 3.3.2, removes the second paragraph and substitutes:  
“Small-scale offices may be permitted in mixed-use and retail/service areas.”
  - c) from subsection 3.4.2, removes “130,060” and substitutes “101,891”;
  - d) from subsection 3.4.3(a), removes “65,000” and substitutes “86,400”;
  - e) from subsection 3.4.3(b), removes “78,000” and substitutes “101,891”; and
  - f) repeals subsection 3.4.4.
3. In section 6, Council repeals subsection 6.5 and substitutes:  
“6.5 Areas 5(a), 5(b) East and 5(b) West

This mixed use area comprises several parcels defined by streets and bridge ramps. Retail and service uses are encouraged at street level. Area 5(b) West is intended to include a high rise form above the podium level, to identify an important gateway leading from the Cambie Bridge into the downtown area. Residential use above the podium level is to be in high-rise building form in Area 5(b) West and in mid-rise slab building form in Area 5(b) East to preserve the view corridor from the Cambie Bridge. Both sites must have an integrated public realm which includes both pedestrian and bicycle linkages.”

4. In section 7, Council:
- a) repeals Figure 3, and substitutes:

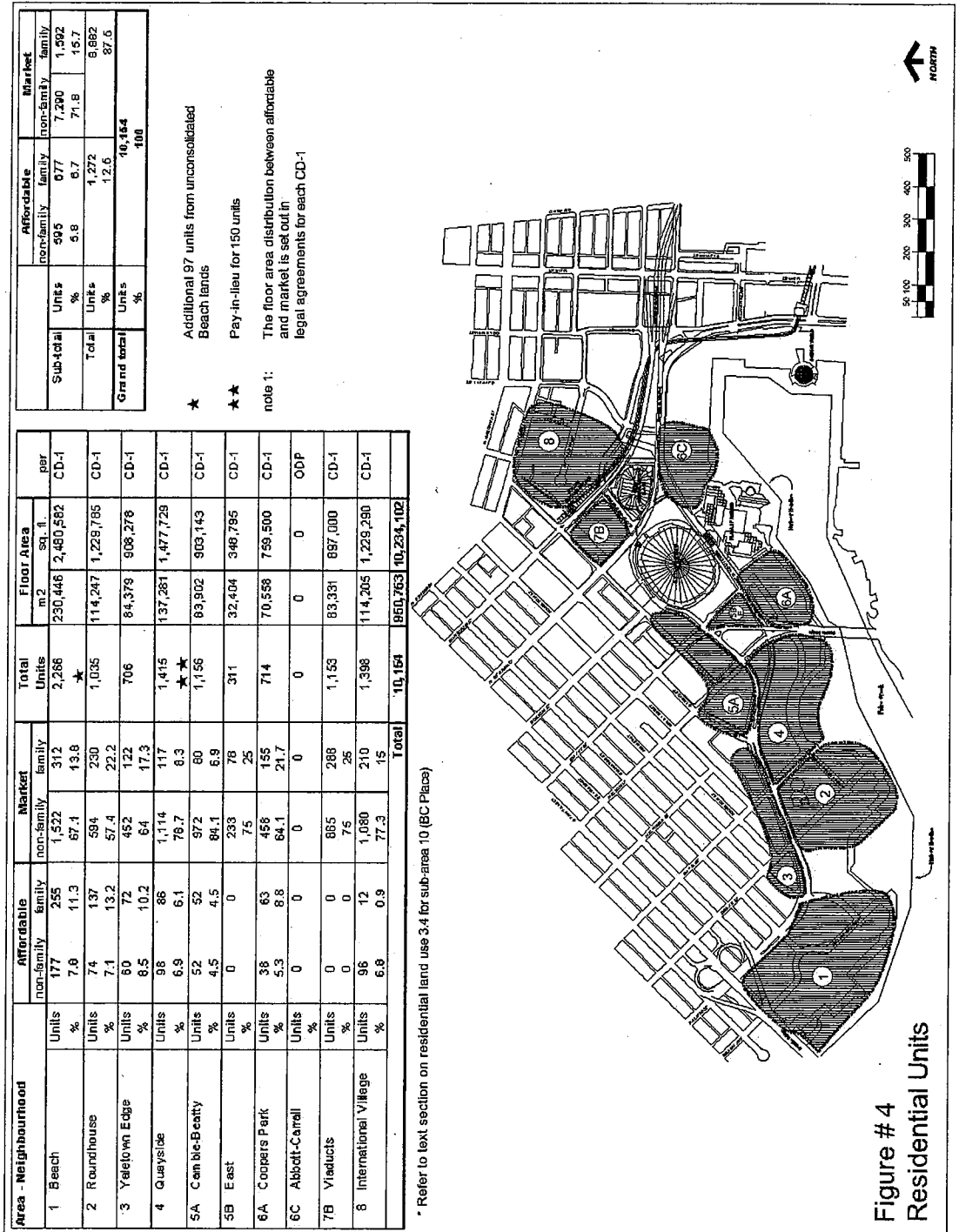
“Figure 3





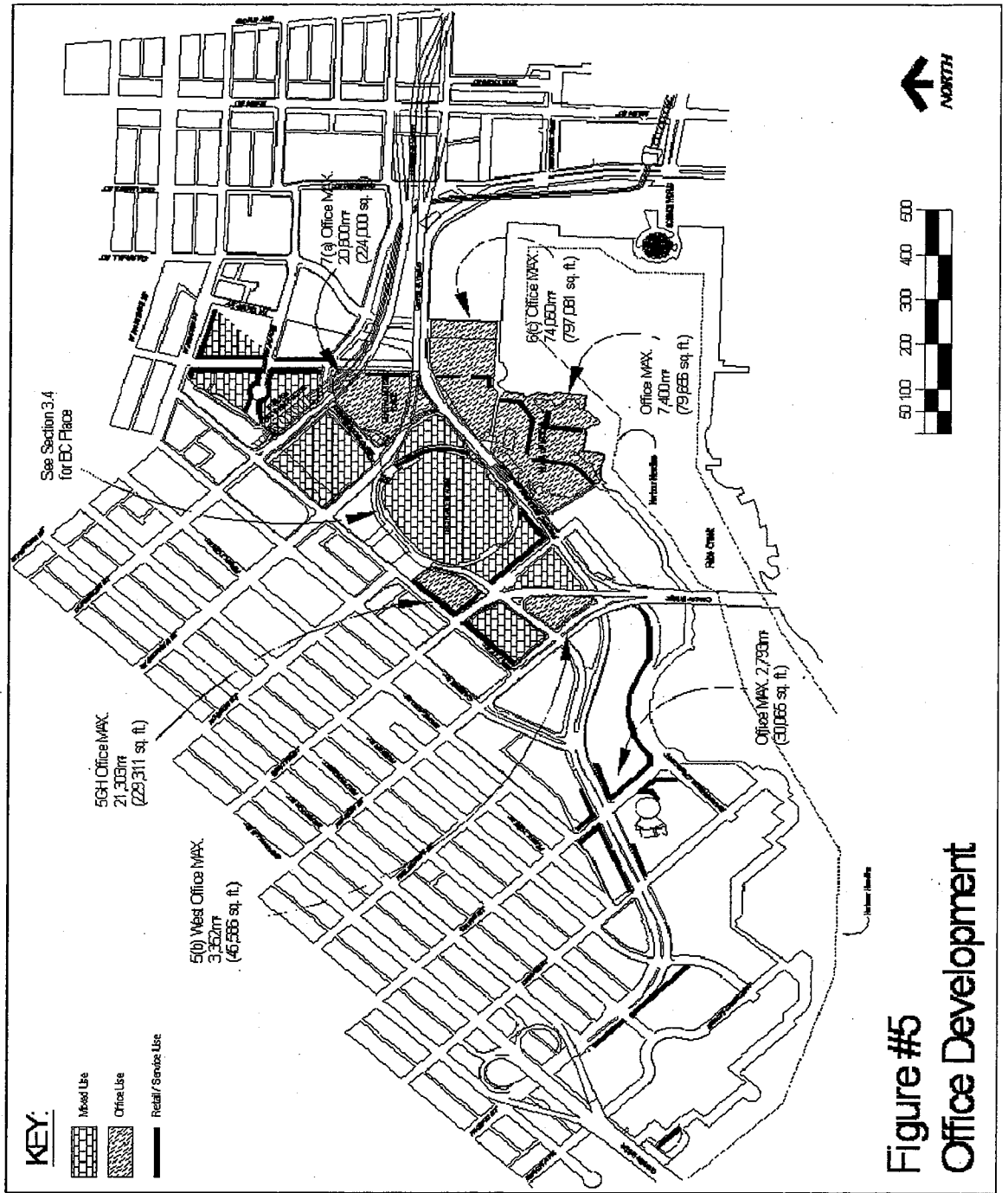
b) repeats Figure 4, and substitutes:

“Figure 4



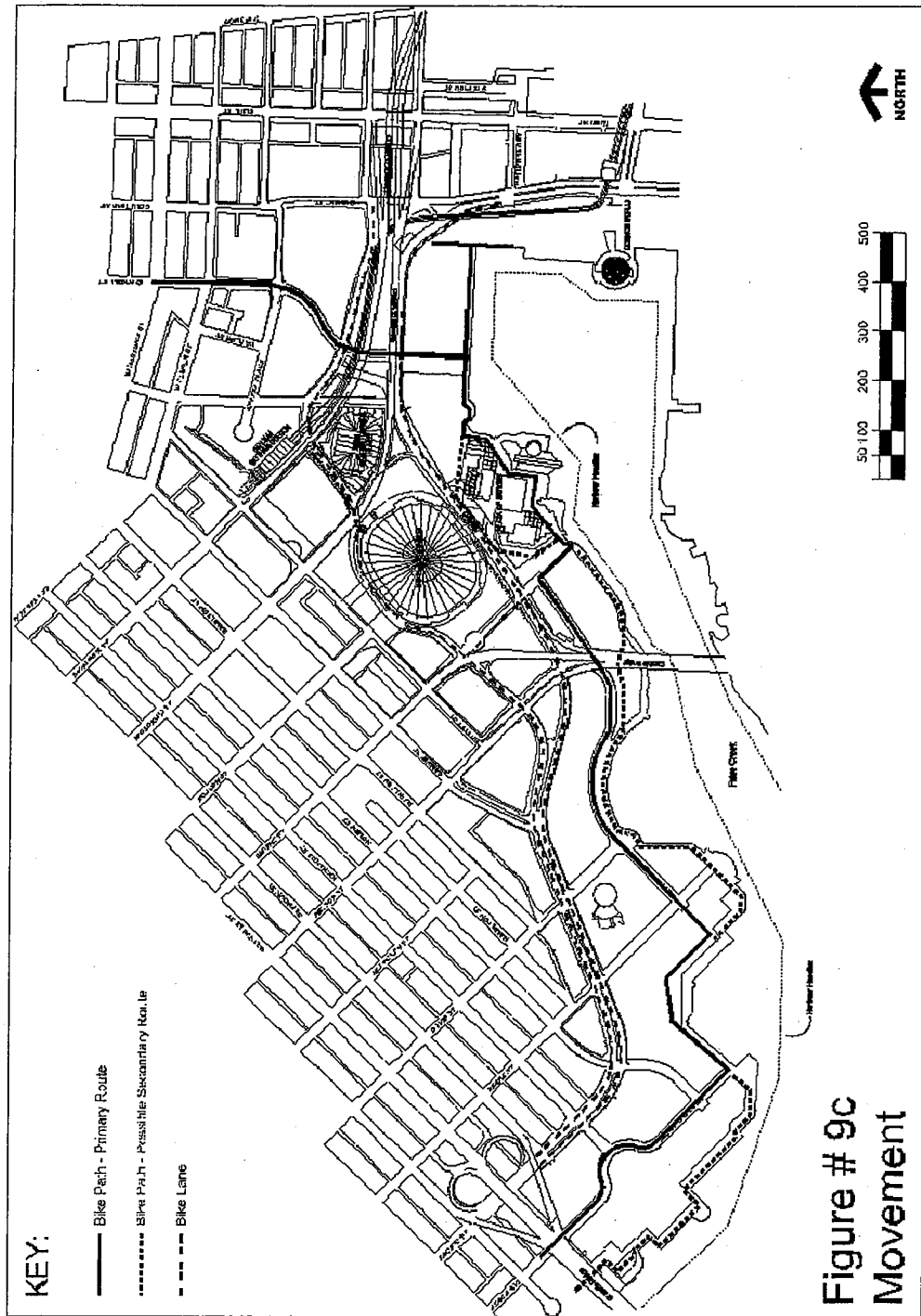
c) repeats Figure 5, and substitutes:

"Figure 5



d) repeats Figure 9c, and substitutes:

“Figure 9c





f) repeats Figure 12a and substitutes:

“Figure 12a R

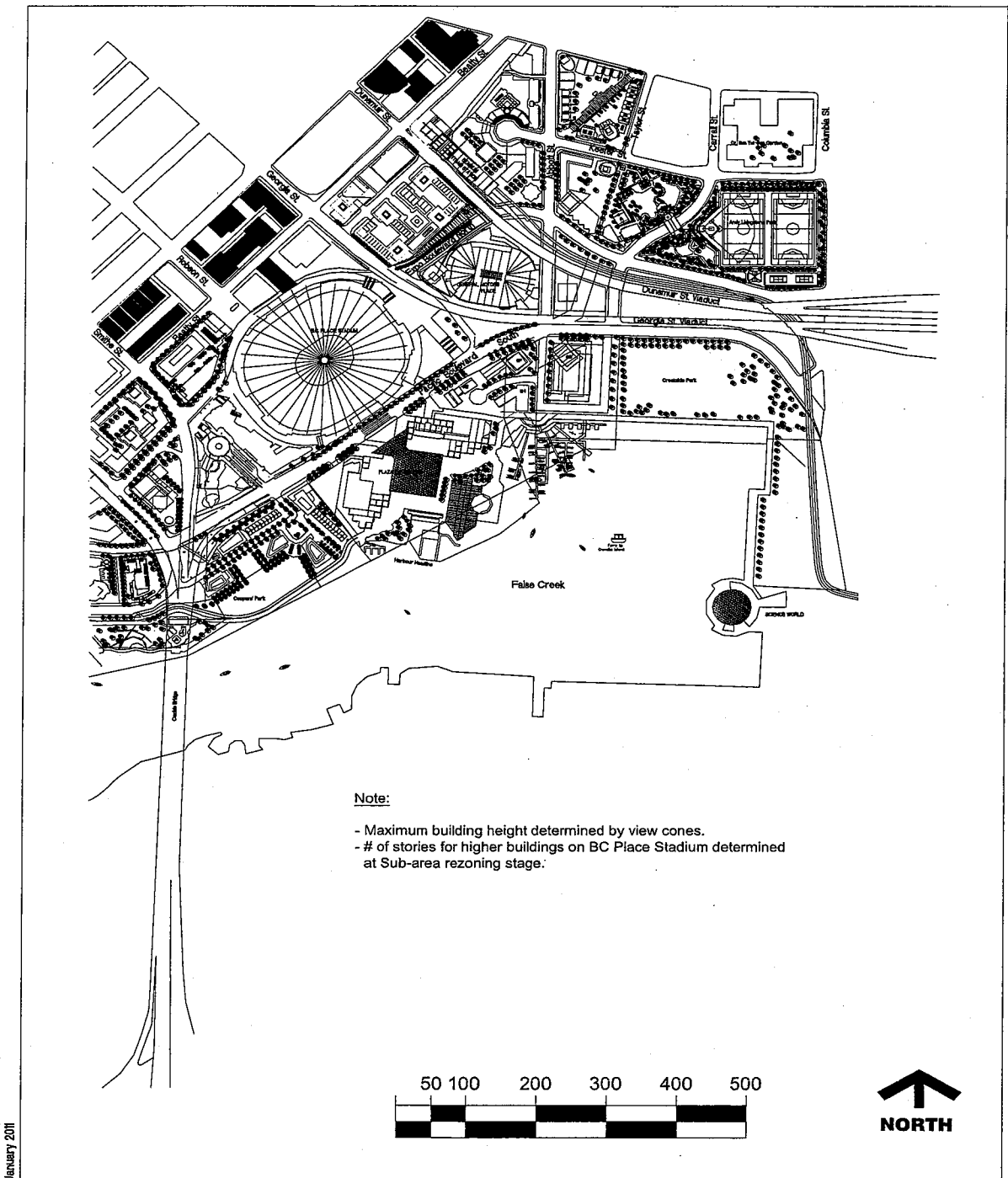
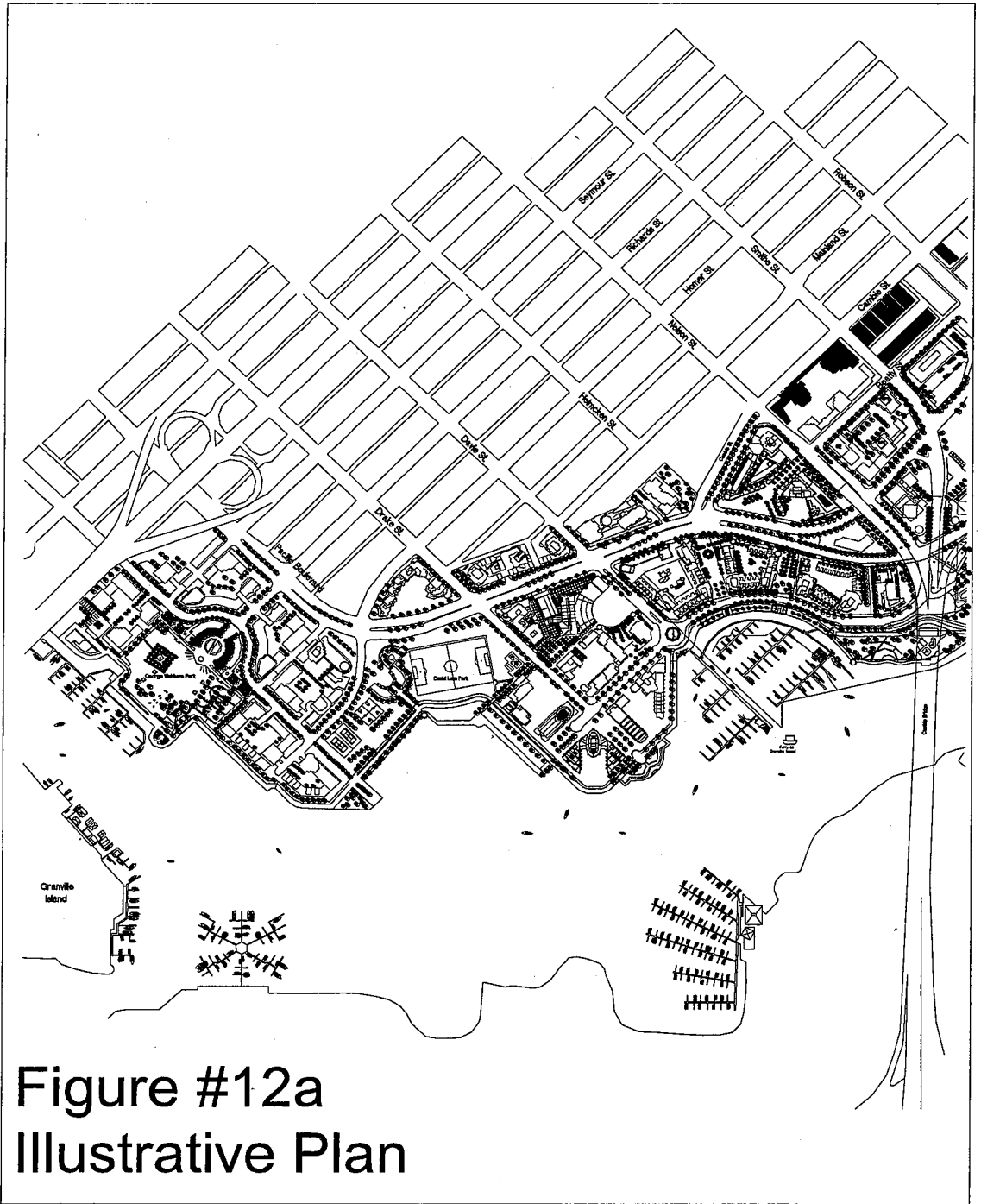


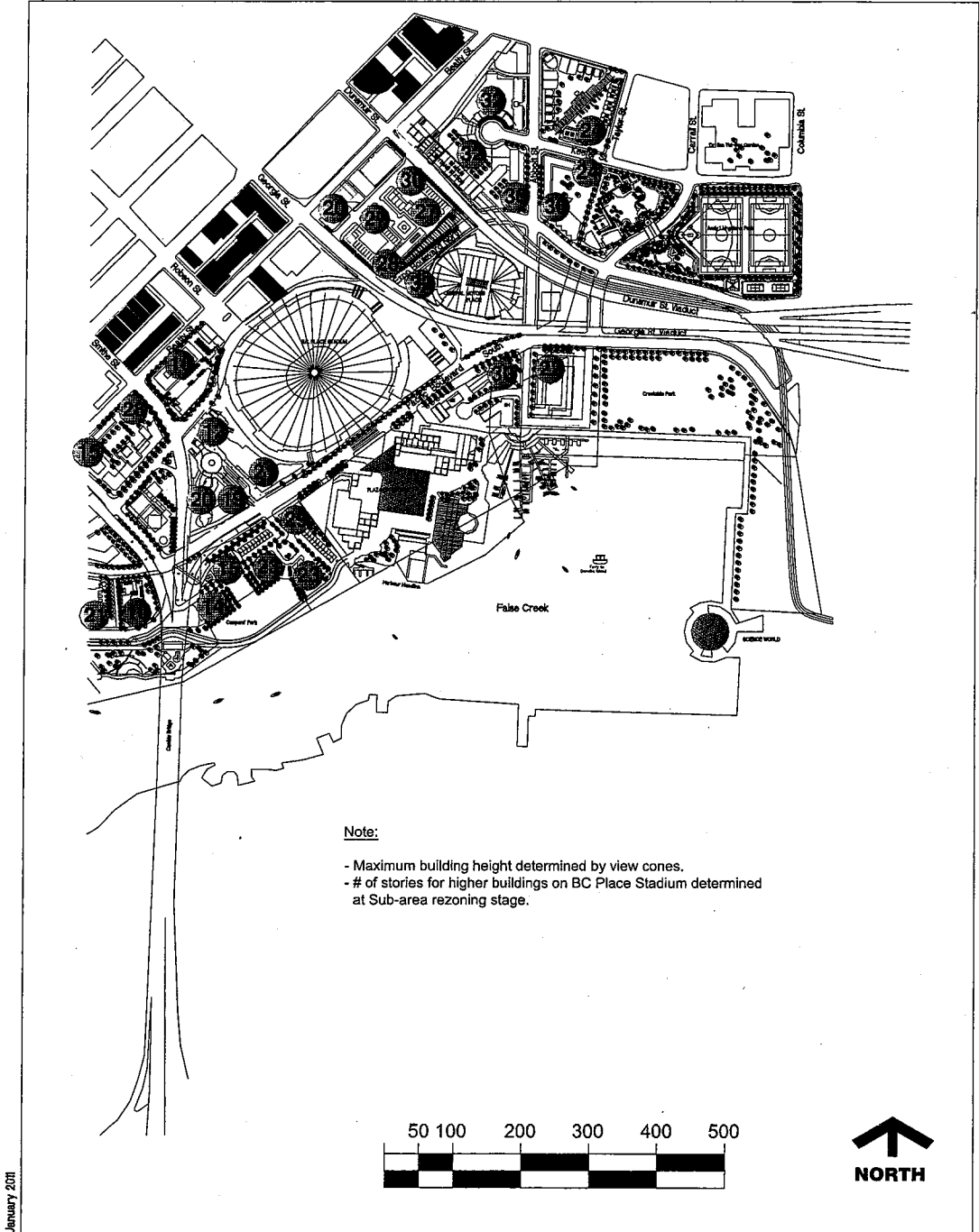
Figure 12a L



; and

g) repeals Figure 12c, and substitutes:

“Figure 12c R









## EXPLANATION

**A By-law to amend the  
Zoning & Development By-law  
Re: 777 Pacific Boulevard  
(BC Place Hotel/Casino Complex)**

After the public hearing on February 17, 21 and 24, March 7, 8, and 14, and April 9 and 10, 2011, on April 19, 2011, at Regular Council, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 777 Pacific Boulevard. 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  
November 29, 2011

777 Pacific Boulevard  
B.C. Place Hotel/Casino

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

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

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

**Zoning District Plan amendment**

1.1 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-629(c) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

1.2 This By-law does not apply to any existing Stadium Improvements, or to any future Stadium Improvements associated with the installation of a retractable roof and completed no later than November 1, 2011.

**Definitions**

2. Words in this By-law have the meanings given to them in the Zoning and Development By-law except that:

**Gaming Activity** means the use of slot machines and gaming tables and teletheatre betting and other forms of betting for which authority has been given under the *Gaming Control Act*.

**Rezoning Site** means the 1.57 ha area shown within the heavy bold outline on the plan attached as Schedule A, and does not include existing Stadium Improvements, or any future Stadium Improvements associated with the installation of a retractable roof and completed no later than November 1, 2011.

**Stadium Improvements** mean the portions of the B.C. Place Stadium including ingress and egress facilities within the Rezoning Site.

**Uses**

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (519).

3.2 The only uses permitted within CD-1 (519), subject to such conditions as Council may by resolution prescribe, and to the conditions set out in this By-law, and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Arcade, Billiard Hall, Bingo Hall, Casino - Class 2, Club, Fitness Centre, Hall, Stadium or Arena, Swimming Pool, or Theatre;
- (b) Institutional Uses, limited to Public Authority Use;
- (c) Office Uses;
- (d) Parking Uses;
- (e) Retail Uses, limited to Grocery or Drug Store, Liquor Store, and Retail Store;
- (f) Service Uses, limited to Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Hotel, Neighbourhood Public House, Print Shop, and Restaurant; and
- (g) Accessory Use customarily ancillary to any of the uses permitted by this section 3.2.

#### Conditions of use

4. For a Casino - Class 2 use, the number of slot machines must not exceed 600 and the number of gaming tables must not exceed 75.

#### Floor area and density

5.1 The total floor area for all permitted uses must not exceed 85 700 m<sup>2</sup>, except that the Director of Planning or Development Permit Board may permit an increase in floor area for a hotel if:

- (a) the increase does not exceed 15% of the floor area of that portion of the building having floor to floor dimensions of less than 10 feet and used for guest accommodation, ancillary corridors, service and access areas;
- (b) the Director of Planning or Development Permit Board first considers the impact of additional density on built form, neighbouring sites and buildings, livability, views, shadowing and local pedestrian and vehicular circulation; and
- (c) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council.

5.2 The total floor area for gaming activity must not exceed 10 600 m<sup>2</sup>.

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

5.4 Computation of floor space ratio must exclude:

- (a) patios, roof decks and roof gardens only if the Director of Planning first approves the design of sunroofs and walls;
- (b) 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 at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length and the exclusion for a tandem parking space must not exceed 12 m in length;
- (c) 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, except that this clause shall not apply to walls in existence prior to March 14, 2000; and
- (d) with respect to exterior:
  - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
  - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) meets the standards set out therein.

5.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board, those floors or portions of floors used for heating and mechanical equipment, or other uses which, in the opinion of the Director of Planning or Development Permit Board, are similar, if the Director of Planning or Development Permit Board first considers the impact of additional density on built form, neighbouring sites and buildings, liveability, views and shadowing.

## Building height

6. The building height, measured above the base surface and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed 91.00 m, except that the building must not protrude into the Cambie Street and Cambie Bridge view corridors approved by Council in the City of Vancouver View Protection Guidelines.

## Parking, loading, bicycle storage, and passenger spaces

7. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading, bicycle storage, and passenger spaces, except that for the following uses the following parking requirements apply:

- (a) for hotel uses, there must be:
  - (i) a minimum of 0.3 parking space and a maximum of 0.5 parking space for each dwelling, sleeping or housekeeping unit,
  - (ii) a minimum of 1.0 parking space and a maximum of 1.1 parking space for each 40 m<sup>2</sup> of floor area used for meeting room or ballroom assembly purposes, and
- (b) for all other uses, there must be a minimum of one parking space for each 145 m<sup>2</sup> of floor area and a maximum of one parking space for each 115 m<sup>2</sup> of floor area.

## Severability

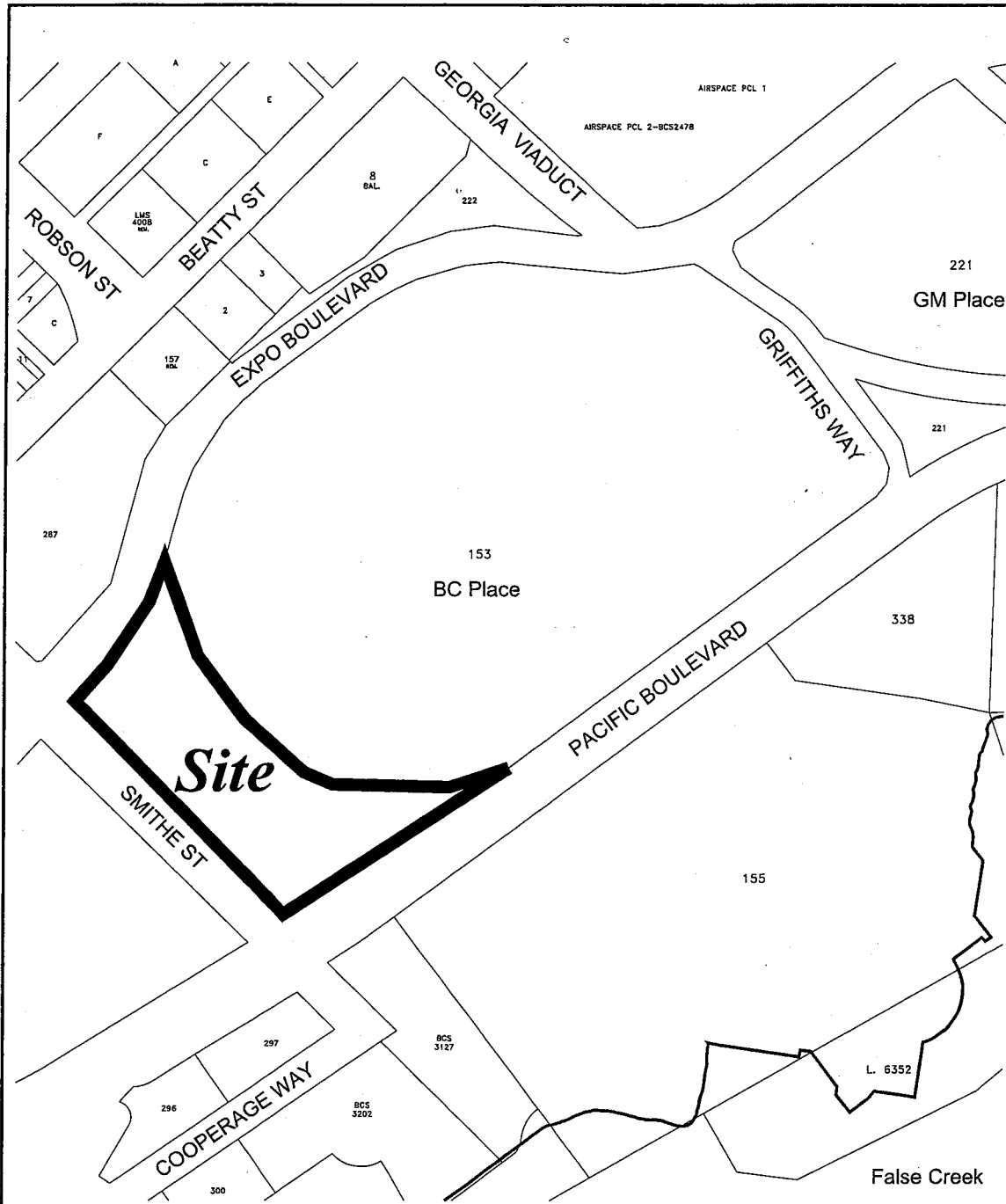
8. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of the By-law.

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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



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

**Z-629 (c)**

**RZ- 777 Pacific Boulevard**

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2011-01-21

## EXPLANATION


**A By-law to amend the  
Zoning & Development By-law  
Re: 10 Terry Fox Way  
(Concord 5b East)**

After the public hearing on February 17, 21 and 24, March 7, 8, and 14, and April 9 and 10, 2011, on April 19, 2011, at Regular Council, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 10 Terry Fox Way (Concord 5b East). 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  
November 29, 2011



10 Terry Fox Way  
(Concord Area 5(b) East)

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

**A By-law to amend  
Zoning and Development By-law No. 3575  
by rezoning 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-629(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 (520).

2.2 The only uses permitted within CD-1 (520), subject to such conditions as Council may by resolution prescribe, and to the conditions set out in this By-law, and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Club, Community Centre or Neighbourhood House, Fitness Centre, Hall, Library, Museum or Archives, Swimming Pool, or Theatre;
- (b) Dwelling Uses;
- (c) Institutional Uses, limited to Child Day Care Facility, Church, Community Care Facility - Class B, Public Authority Use, School - Elementary or Secondary, School - University or College, or Social Service Centre;
- (d) Office Uses;
- (e) Parking Uses;
- (f) Retail Uses, limited to Grocery or Drug Store, Retail Store, Furniture or Appliance Store, Liquor Store, Pawnshop, Secondhand Store, and Small-scale Pharmacy;

- (g) Service Uses, limited to Animal Clinic, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Cabaret, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class B Restaurant, School - Arts or Self Improvement, School - Business, School - Vocational or Trade; and
- (h) Accessory Use customarily ancillary to any of the uses permitted by this section 2.2.

### **Floor area and density**

3.1 The floor area for all residential uses must not exceed 28 169 m<sup>2</sup>.

3.2 The floor area for commercial uses must be at least 4 180 m<sup>2</sup>.

3.3 Computation of floor area must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground level, measured to the extreme outer limits of the building.

3.4 Computation of floor space ratio must exclude:

- (a) open residential balconies or sun decks 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 such exclusions must not exceed 8 percent of the residential floor area;
- (b) patios, roof decks and roof gardens only 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 at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit there will be no exclusion for any of the residential storage space above base surface for that unit;
- (e) 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, except that this clause shall not apply to walls in existence prior to March 14, 2000; and
- (f) with respect to exterior:

- (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
- (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in subsection (ii) meets the standards set out therein.

3.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies, provided that the Director of Planning first considers all applicable policies and guidelines adopted by Council and approves the design of any balcony enclosure, except that:
  - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8 percent of the residential floor area being provided, and
  - (ii) no more than 50 percent of the excluded balcony floor area may be enclosed;
- (b) amenity areas, except that the exclusion must not exceed, in aggregate, the lesser of 20 per cent of the permitted floor area or 929 m<sup>2</sup>.

3.6 The use of floor space excluded under section 3.4 or 3.5 must not include any purpose other than that which justified the exclusion.

#### **Building height**

4. The building height, measured above the base surface and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall, must not exceed 91.00 m, except that the building must not protrude into the Cambie Street and Cambie Bridge view corridors, approved by Council in the City of Vancouver View Protection Guidelines.

#### **Acoustics**

5. 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

**Parking, loading and bicycle spaces**

6. Any development or use of the site requires the provision, development, and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking, loading and bicycle spaces.

**Severability**

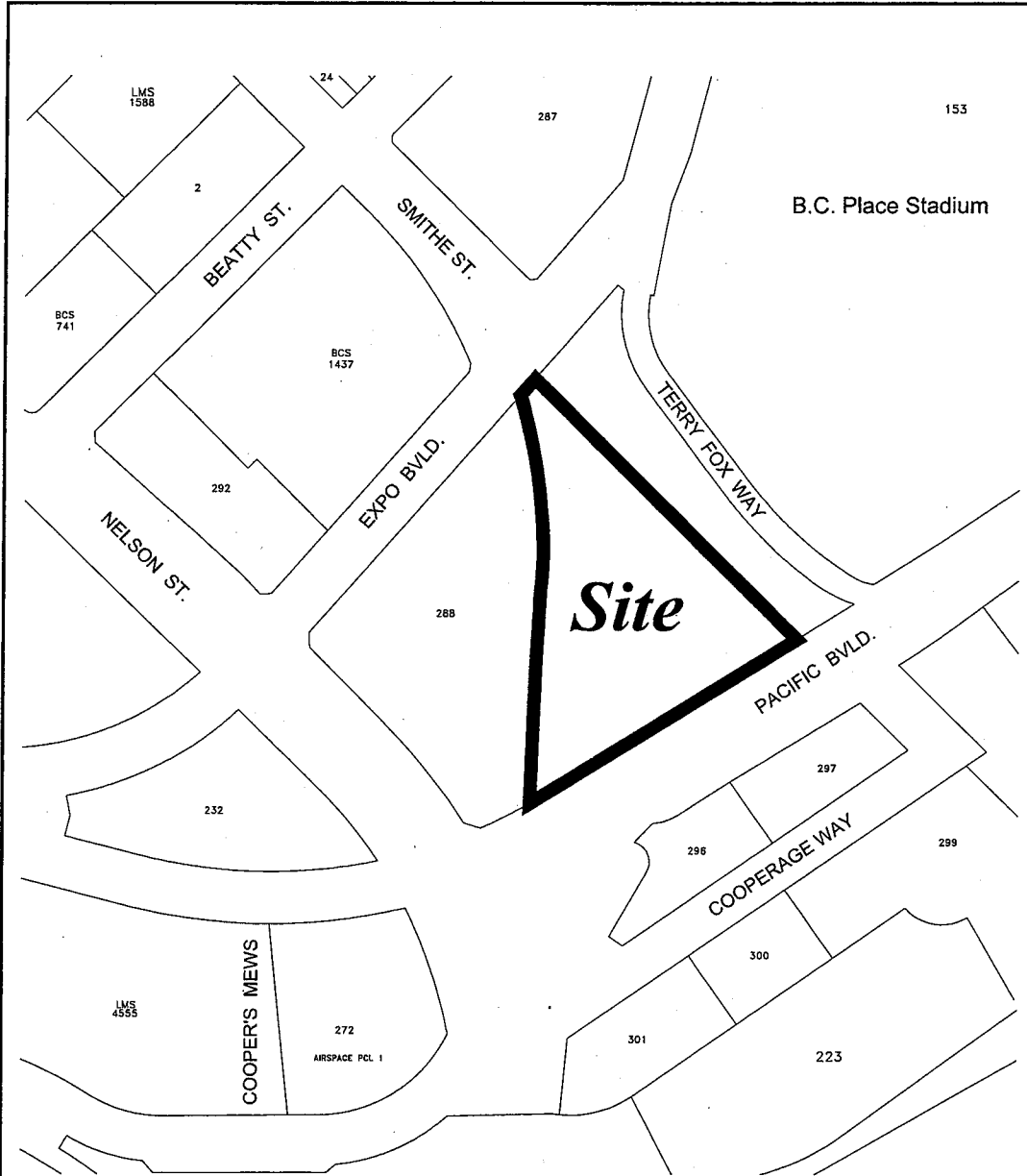
7. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of the By-law.

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

ENACTED by Council this                      day of                      , 2011

\_\_\_\_\_  
Mayor

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



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

**Z-629 (b)**

RZ- 10 Terry Fox Way [Concord Area 5(b) East]

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2011-01-21