

EXPLANATION

**A By-law to amend the Zoning and Development By-law
Re: New districts for the Apartment Transition Area
in accordance with the Norquay Village Neighbourhood Centre Plan**

After the public hearing on January 19 and 21, 2016, Council resolved to amend the Zoning and Development By-law to create new districts for the Apartment Transition Area. The Director of Planning has advised that there are no enactment conditions, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 2, 2016

116.

BY-LAW NO. _____

**A By-Law to amend
Zoning and Development By-law No. 3575
to create new districts for the Apartment Transition Area
in accordance with the Norquay Village Neighbourhood Centre Plan**

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

1. This by-law amends the indicated provisions of the Zoning and Development By-law.
2. This by-law amends the Zoning District plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plans marginally numbered Z-698 (a) and Z-698 (b), attached as Schedule A to this by-law, and incorporates Schedule A into Schedule D of By-law No. 3575.
3. In section 2, Council adds, in correct alphabetical order:

 “Locked in Lots means a lot or lots that, as a result of development of any adjoining lots, is or are unlikely to be consolidated with an adjoining lot to increase the site size”.
4. In section 3.2.6, Council deletes “RM-9 and RM-9N” and replaces it with “RM-9, RM-9A, RM-9N and RM-9AN”.
5. In section 5.14, in the paragraph in Column B which is opposite paragraph 2 in Column A, Council deletes “RM-9 and RM-9N” and replaces it with “RM-9, RM-9A, RM-9N and RM-9AN”.
6. In section 9.1, under the heading Multiple Dwelling, Council adds “RM-9A and RM-9AN” directly below “RM-9 and RM-9N”.
7. Council strikes the “RM-9 and RM-9N Districts Schedule” and replaces it with the “RM-9, RM-9A, RM-9N and RM-9AN Districts Schedule” attached to this by-law as Schedule B.

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

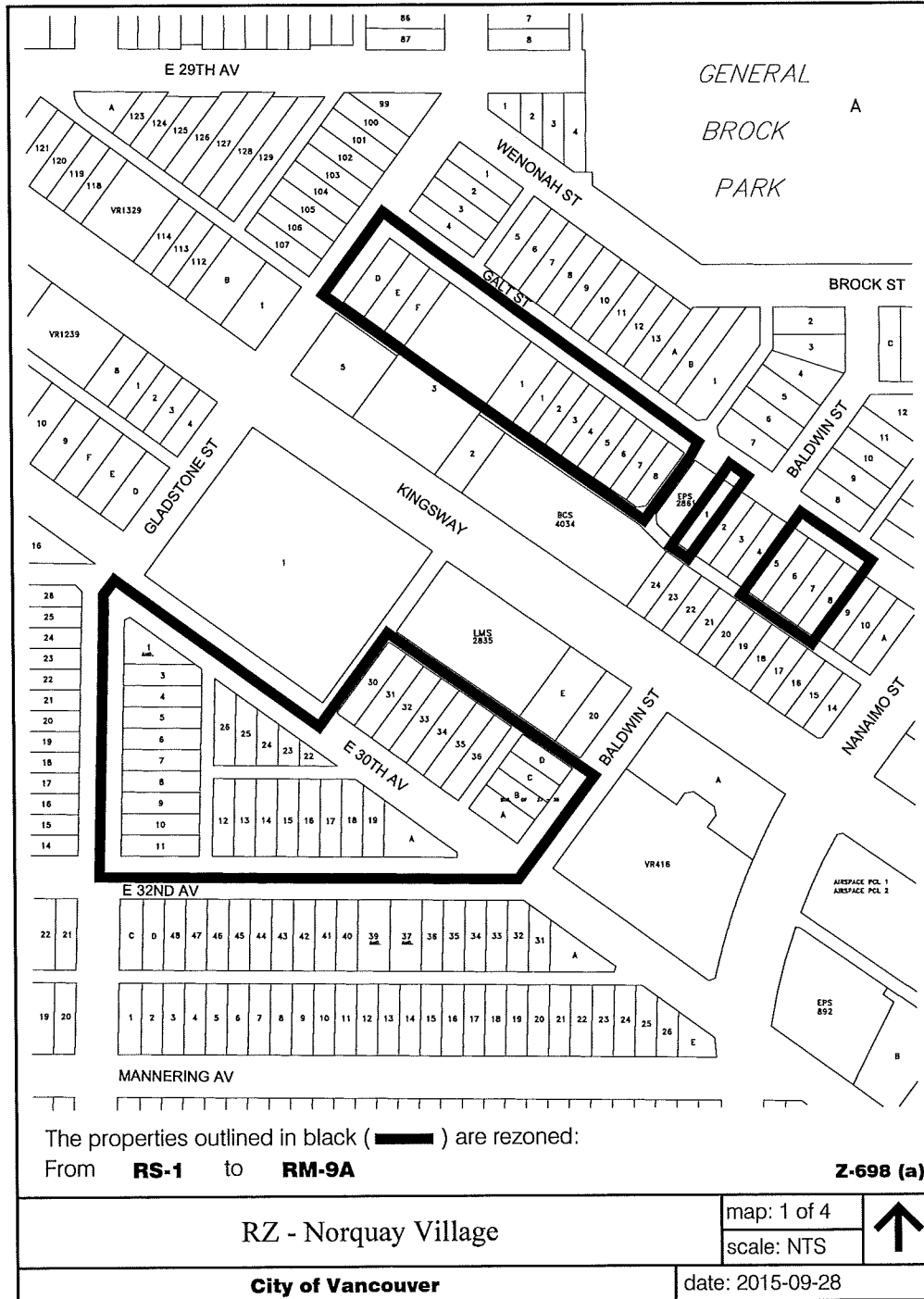
9. This By-law is to come into force and take effect on the date of its enactment.

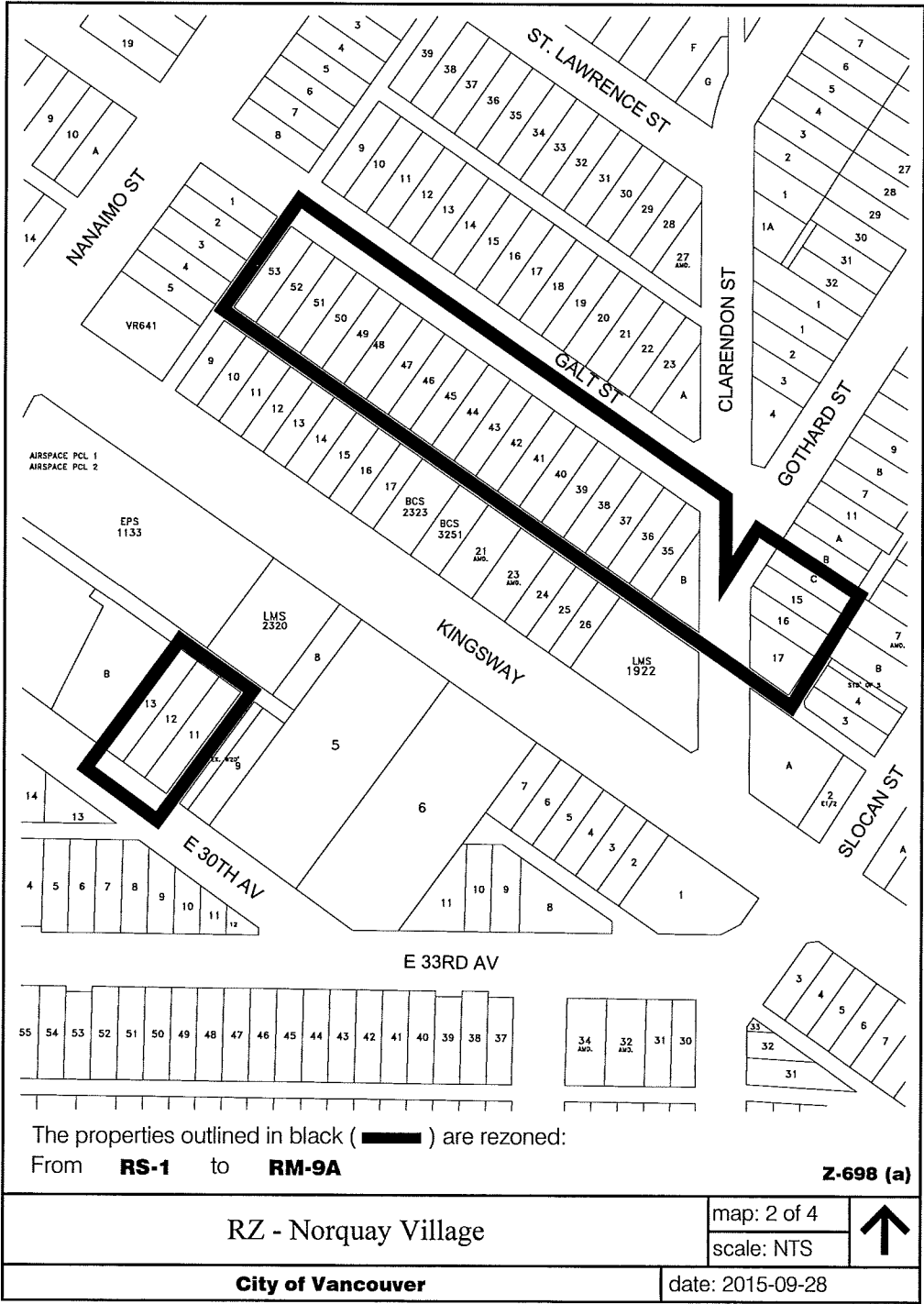
ENACTED by Council this day of , 2016

Mayor

City Clerk

Schedule A





The properties outlined in black () are rezoned:
From **RS-1** to **RM-9A**

Z-698 (a)

RZ - Norquay Village

map: 2 of 4
scale: NTS



City of Vancouver

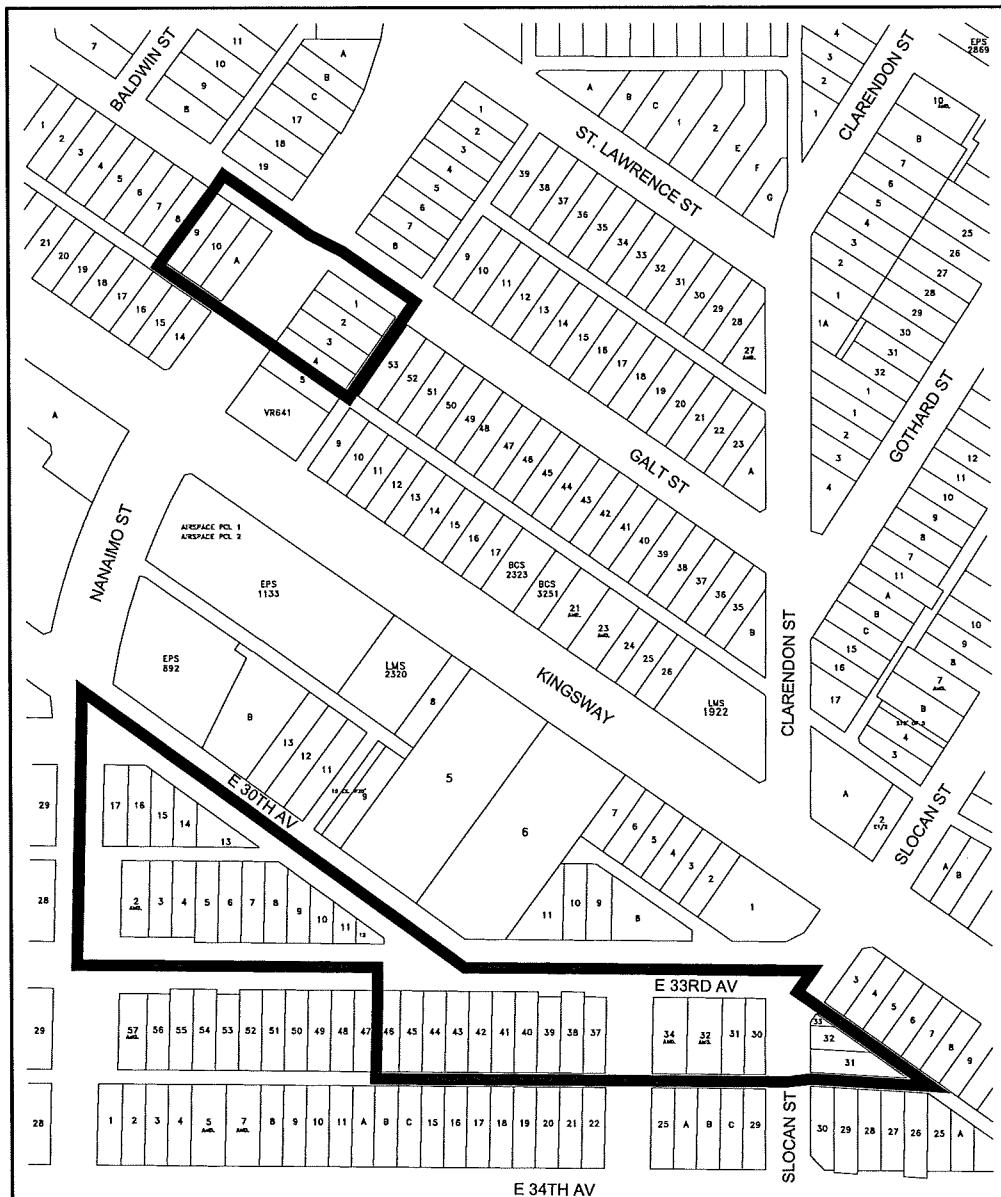
date: 2015-09-28

Schedule A





Schedule A



The properties outlined in black (**■**) are rezoned:

From **RS-1** to **RM-9AN**

Z-698 (b)

RZ - Norquay Village

map: 1 of 3

scale: NTS

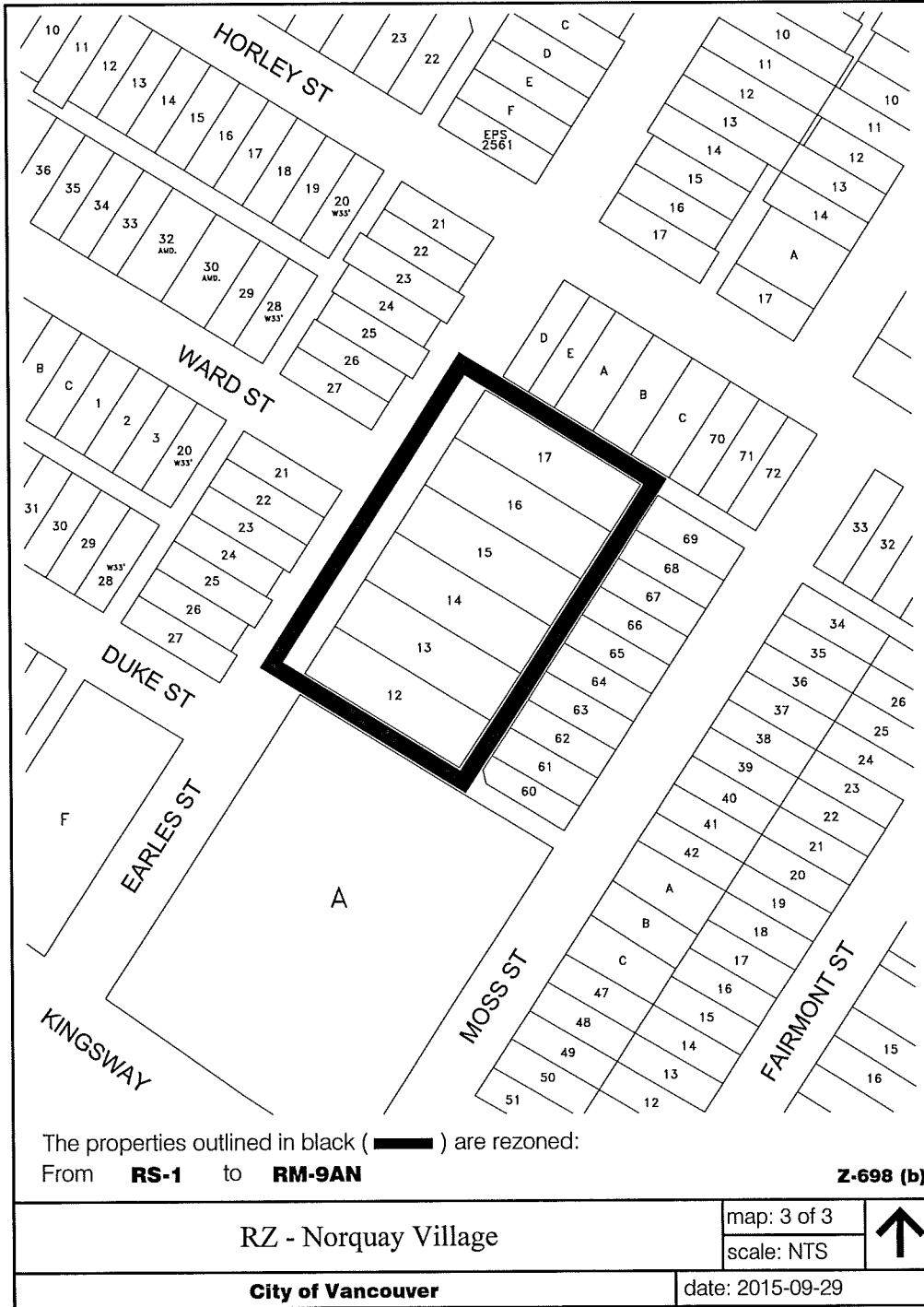


City of Vancouver

date: 2015-09-29



Schedule A



Schedule B

RM-9, RM-9A, RM-9N and RM-9AN Districts Schedule

1 Intent

The intent of this Schedule is to permit medium density residential development. In the RM-9 and RM-9N Districts, this includes a variety of multiple dwelling types including low-rise apartments, ground-oriented stacked townhouses, and rowhouses, including courtyard and freehold rowhouses. In the RM-9A and RM-9AN Districts, dwelling uses are more limited: the emphasis is on 4-storey low-rise apartments, with stacked townhouses limited to exceptionally deep lots, which provide a transition between higher building forms and ground-oriented residential neighbourhoods.

In all Districts, emphasis is on a high standard of liveability and creation of a variety of dwelling unit sizes, including those appropriate for families with children. Secondary suites and lock-off units are permitted, within limits, to provide flexible housing choices. All new development will demonstrate high quality design and good neighbourhood fit.

The RM-9N and RM-9AN Districts differ from the RM-9 and RM-9A Districts in that they require evidence of noise mitigation for residential development in close proximity to arterial streets.

2 Outright Approval Uses

2.1 Subject to all other provisions of this By-law and to compliance with the regulations of this Schedule, the uses listed in section 2.2 are permitted and will be issued a permit.

2.2 Uses

- 2.2.A**
- Accessory Buildings customarily ancillary to any of the uses listed in this Schedule, except for accessory buildings ancillary to multiple dwelling and freehold rowhouse use, if:
 - (a) no accessory building exceeds 3.7 m in height, measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height of the level between the eaves and the ridge of a gable, hip or gambrel roof, except that no portion of an accessory building may exceed 4.6 m in height;
 - (b) all accessory buildings are located:
 - (i) within 7.9 m of the ultimate rear property line, and
 - (ii) no less than 3.6 m from the ultimate centre line of any rear or flanking lane and 1.5 m from a flanking street;
 - (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, is not greater than 48 m²;
 - (d) not more than 80% of the width of the site at the rear property line is occupied by accessory buildings;
 - (e) no accessory building is closer than 3.7 m to any residential dwelling; and
 - (f) roof decks and sun decks are not located on an accessory building.
 - Accessory Uses customarily ancillary to any of the uses listed in this section, provided that accessory parking spaces must comply with the provisions of section 2.2.A (b) of this schedule.

2.2.DW [Dwelling]

- Multiple Conversion Dwelling, if:

- (a) no additions are permitted;
- (b) no housekeeping or sleeping units are created;
- (c) there are no more than 2 dwelling units;
- (d) the development complies with section 4.8 of this schedule; and
- (e) no development permit will be issued until the requisite permits required by other by-laws that relate to design, construction and safety of buildings are issuable.

- One-Family Dwelling which complies with the current RS-1 District Schedule, if one-family dwelling is the only principal building on the site.

2.2.I [Institutional]

- Community Care Facility – Class A, subject to the regulations and relaxations that apply to a one-family dwelling.

3 Conditional Approval Uses

3.1 Subject to all other provisions of this by-law, the Director of Planning may approve any of the uses listed in section 3.2 of this schedule, with or without conditions, if the Director of Planning first considers:

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

3.2 Uses

- 3.2.A
- Accessory Buildings not provided for in section 2.2.A of this schedule and customarily ancillary to any of the uses listed in this schedule, provided that for multiple dwelling and freehold rowhouse,
 - (a) no accessory building exceeds 3.7 m in height, measured to the highest point of the roof if a flat roof, to the deck line of a mansard roof, or to the mean height of the level between the eaves and the ridge of a gable, hip or gambrel roof, except that no portion of an accessory building may exceed 4.6 m in height;
 - (b) all accessory buildings are located:
 - (i) within 7.9 m of the ultimate rear property line, and
 - (ii) no less than 3.6 m from the ultimate centre line of any rear or flanking lane, and 1.5 m from a flanking street;
 - (c) the total floor area of all accessory buildings, measured to the extreme outer limits of the building, is not greater than 48 m², except that:
 - (i) the Director of Planning may increase the total floor area of all accessory buildings to a maximum of 24 m² for each dwelling unit, not including lock-off units, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines;
 - (d) not more than 30% of the width of the site at the rear property line is occupied by accessory buildings, except that the Director of Planning may increase the amount of the width of the site at the rear property line that may be occupied by accessory buildings to a maximum of 80%, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines;
 - (e) no accessory building is closer than 3.7 m to any residential dwelling; and
 - (f) roof decks and sun decks are not located on an accessory building.
 - Accessory Uses customarily ancillary to any of the uses listed in this section.

3.2.C [Cultural and Recreational]

- Club.
- Community Centre or Neighbourhood House.
- Library in conjunction with a Community Centre.
- Park or Playground.

3.2.D • Deposition or extraction of material which alters the configuration of the land.**3.2.DW [Dwelling]**

- Dwelling Units, up to a maximum of two, in conjunction with a Neighbourhood Grocery Store existing as of July 29, 1980, subject to section 11.16 of this by-law.
- Freehold rowhouse, subject to section 11.25 of this by-law, but only in the RM-9 and RM-9N Districts.
- Infill One-Family Dwelling, if it is in conjunction with the retention of a building existing on the site prior to January 1, 1940.
- Laneway House on a site with one principal building, subject to section 11.24 of this by-law and the RS-1 District Schedule.
- Multiple Conversion Dwelling not provided for in section 2.2.DW of this schedule, resulting from the conversion of a building existing as of May 27, 2014, if:
 - (a) the Director of Planning first considers the quality and liveability of the resulting units, the suitability of the building for conversion in terms of age and size and the effect of the conversion on adjacent properties;
 - (b) additions are not permitted for buildings constructed on or after January 1, 1940, except additions up to a maximum of 5 m² used as exits;
 - (c) no housekeeping or sleeping units are created; and
 - (d) there are no more than three dwelling units.
- Multiple Dwelling.
- One-Family Dwelling with Secondary Suite on a site with one principal building, which complies with the current RS-1 District Schedule.
- Principal Dwelling Unit with Lock-off Unit, provided that:
 - (a) in multiple dwellings or freehold rowhouses, there may be one lock-off unit for every 3 principal dwelling units, except that the Director of Planning may permit a higher ratio after first considering the intent of this schedule and all applicable Council policies and guidelines.
- Seniors Supportive or Assisted Housing, subject to section 11.17 of this by-law.

3.2.I [Institutional]

- Ambulance Station.
- Child Day Care Facility.
- Church, subject to the provisions of section 11.7 of this By-law.
- Community Care Facility – Class B, subject to the provisions of section 11.17 of this By-law.
- Group Residence, subject to the provisions of section 11.17 of this By-law.
- Hospital, subject to the provisions of section 11.9 of this By-law.
- Public Authority Use essential in this District.
- School – Elementary or Secondary, subject to the provisions of section 11.8 of this By-law.
- Social Service Centre.

3.2.R [Retail]

- Farmers' Market, subject to the provisions of Section 11.21 of this By-law, and to compatibility with nearby sites, parking, traffic, noise, hours of operation, size of facility, and pedestrian amenity.
- Neighbourhood Grocery Store existing as of July 29, 1980, subject to the provisions of section 11.16 of this By-law.
- Public Bike Share.

3.2.S [Service]

- Bed and Breakfast Accommodation, subject to the provisions of section 11.4 of this By-law.

3.2.U [Utility and Communication]

- Public Utility.

4 Regulations

All approved uses are subject to the following regulations, except for:

- (a) One-Family Dwelling and One-Family Dwelling with Secondary Suite, as the only principal building on the site, which are regulated by the RS-1 District Schedule; and
- (b) Laneway House, which is only permitted in combination with 4(a), and is regulated by section 11.24 of this by-law.

4.1 Site Area**4.1.1 The minimum site area for:**

- (a) a multiple conversion dwelling with more than two dwelling units;
- (b) a multiple conversion dwelling or a one-family dwelling or one-family dwelling with secondary suite, in combination with an infill one-family dwelling; or
- (c) a multiple dwelling containing no more than 3 dwelling units, not including lock-off units,

is 303 m².

4.1.2 The minimum site area for a multiple dwelling containing 4 or more dwelling units, not including lock-off units, or for a building containing freehold rowhouses, or for senior supported or assisted housing is 445 m².**4.1.3 Notwithstanding section 4.1.2 of this schedule, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, the Director of Planning may permit a freehold rowhouse or a multiple dwelling containing 4 or more dwelling units, not including lock-off units, on a site smaller than 445 m².****4.2 Frontage****4.2.1 The minimum frontage for a multiple dwelling containing 4 or more dwelling units, not including lock-off units, is**

- (a) 12.8 m in the RM-9 and RM-9N Districts; and
- (b) 15.2 m in the RM-9A and RM-9AN Districts.

- 4.2.2 The maximum frontage for a site for a multiple dwelling containing 4 or more dwelling units, not including lock-off units, is 50 m.
- 4.2.3 Notwithstanding sections 4.2.1 and 4.2.2 of this schedule, the Director of Planning may increase the maximum site frontage requirement if the Director of Planning first considers the intent of this Schedule and all applicable Council policies and guidelines.

4.3 Height

- 4.3.1 A building must not exceed 10.7 m in height.
- 4.3.2 Notwithstanding section 4.3.1 of this schedule, the Director of Planning may permit a height increase in a multiple dwelling containing 4 or more dwelling units, not including lock-off units, to 13.7 m and 4 storeys, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

4.4 Front Yard

- 4.4.1 A front yard must have a minimum depth of:
- (a) 4.9 m in the RM-9 and RM-9N Districts; and
 - (b) 3.7 m in the RM-9A and RM-9AN Districts.
- 4.4.2 Notwithstanding sections 4.4.1 of this schedule, the Director of Planning may decrease the front yard requirement for multiple dwellings, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.4.3 Covered porches complying with section 4.7.13 (i) of this schedule, may project up to 1.2 m into the required front yard.
- 4.4.4 For multiple dwellings, portions of basement floor area directly below covered porches may project up to 1.2 m into the required front yard.
- 4.4.5 Notwithstanding section 10.7.1 (b) of this by-law, eaves and gutters or other projections, which in the opinion of the Director of Planning are similar, may project into the minimum front yard to a maximum of 1.0 m measured horizontally.

4.5 Side Yard

- 4.5.1 Side yards must have a minimum width of 2.1 m.
- 4.5.2 Notwithstanding section 4.5.1 of this schedule, side yards for a multiple conversion dwelling with more than two dwelling units, an infill one-family dwelling, multiple dwelling containing no more than 3 dwelling units, not including lock-off units, and freehold rowhouses, must have a minimum width of 1.2 m.
- 4.5.3 Notwithstanding section 4.5.1 of this schedule, the Director of Planning may decrease the side yard requirement for multiple dwellings, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

- 4.5.4 Notwithstanding section 10.7.1 (b) of this by-law, eaves and gutters or other projections, which in the opinion of the Director of Planning are similar, may project into the minimum side yard to a maximum of 1.0 m measured horizontally.

4.6 Rear Yard

- 4.6.1 A rear yard must have a minimum depth of 7.6 m.
- 4.6.2 Notwithstanding section 4.6.1 of this schedule, the Director of Planning may decrease the rear yard requirement for multiple dwellings to a minimum of 1.2 m, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.6.3 Notwithstanding section 10.7.1 (b) of this by-law, eaves and gutters or other projections, which in the opinion of the Director of Planning are similar, may project into the minimum rear yard to a maximum of 1.0 m measured horizontally.

4.7 Floor Area and Density

- 4.7.1 Except as provided in sections 4.7.2, 4.7.3, 4.7.6 and 4.7.7 of this schedule, floor space ratio must not exceed:
- (a) 0.75 for all uses in the RM-9 and RM-9N Districts; and
 - (b) 0.70 for all uses in the RM-9A and RM-9AN Districts.

Floor Area and Density in RM-9 and RM-9N

- 4.7.2 Notwithstanding section 4.7.1 of this schedule, in the RM-9 and RM-9N Districts, if the Director of Planning first considers the intent of this schedule, all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase in floor area as follows:
- (a) for multiple dwelling or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are 445 m² and larger:
 - (i) with a minimum frontage of 12.8 m, the permitted floor area may be increased to a maximum floor space ratio of 1.20,
 - (ii) with a minimum frontage of 15.2 m, the permitted floor area may be increased to a maximum floor space ratio of 1.50, and
 - (iii) with a minimum frontage of 27.4 m, the permitted floor area may be increased to a maximum floor space ratio of 2.0;
 - (b) for freehold rowhouse developed as secured market rental housing or social housing, the permitted floor area may be increased to a maximum floor space ratio of 1.20;
 - (c) for multiple dwelling or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are less than 445 m² in size or with a frontage less than 12.8 m, the permitted floor area may be increased to a maximum floor space ratio of 0.90; and
 - (d) for multiple conversion dwelling or infill on sites where buildings existing prior to January 1, 1940 are retained, the permitted floor space ratio may be increased to a maximum of 0.90.
- 4.7.3 Notwithstanding section 4.7.1 of this schedule, in the RM-9 and RM-9N Districts, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase in floor area as follows:

- (a) for multiple dwelling or seniors supportive or assisted housing on sites that are 445 m² and larger:
 - (i) with a minimum frontage of 12.8 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 1.20,
 - (ii) with a minimum frontage of 15.2 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 1.50, and
 - (iii) with a minimum frontage of 27.4 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 2.0;
- (b) for freehold rowhouse, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 1.20; and
- (c) for multiple dwelling or seniors supportive or assisted housing on sites that are less than 445 m² in size or with a frontage less than 12.8 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 0.90.

4.7.4 For the purposes of section 4.7.3, affordable housing share means:

- (a) \$108 per m² to a maximum floor space ratio of 1.20; and
- (b) \$592 per m² for any increase in floor space ratio above 1.20.

4.7.5 For the purposes of section 4.7.3, amenity share means:

- (a) \$108 per m² to a maximum floor space ratio of 1.20; and
- (b) \$592 per m² for any increase in floor space ratio above 1.20.

Floor Area and Density in RM-9A and RM-9AN

4.7.6 Notwithstanding section 4.7.1 of this schedule, in the RM-9A and RM-9AN Districts, if the Director of Planning first considers the intent of this schedule, all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase in floor area as follows:

- (a) for multiple dwelling or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are 303 m² and larger:
 - (i) with a frontage less than 15.2 m and where the Director of Planning considers the development site to consist of locked in lots and provided the Director of Planning also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council, the permitted floor area may be increased to a maximum floor space ratio of 1.20;
 - (ii) with a minimum frontage of 15.2 m, the permitted floor area may be increased to a maximum floor space ratio of 1.50;
 - (iii) with a minimum frontage of 15.2 m and located on corner sites, the permitted floor area may be increased to a maximum floor space ratio of 1.75; and
 - (iv) with a minimum frontage of 27.4 m, the permitted floor area may be increased to a maximum floor space ratio of 2.0;
- (b) for multiple dwelling or seniors supportive or assisted housing developed as secured market rental housing or social housing on sites that are less than 303 m² in size or with a frontage less than 12.8 m, the permitted floor area may be increased to a maximum floor space ratio of 0.90; and

- (c) for multiple conversion dwelling or infill on sites where buildings existing prior to January 1, 1940 are retained, the permitted floor space ratio may be increased to a maximum of 0.90.

4.7.7 Notwithstanding section 4.7.1 of this schedule, in the RM-9A and RM-9AN Districts, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase in floor area as follows:

- (a) for multiple dwelling or seniors supportive or assisted housing on sites that are 303 m² and larger:
 - (i) with a frontage less than 15.2 m and where the Director of Planning considers the development site to consist of locked in lots and provided the Director of Planning also considers the intent of this Schedule and all applicable policies and guidelines adopted by Council, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 1.20;
 - (ii) with a minimum frontage of 15.2 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 1.50,
 - (iii) with a minimum frontage of 15.2 m and on corner sites, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 1.75; and
 - (iv) with a minimum frontage of 27.4 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city to a maximum floor space ratio of 2.0;
- (b) for multiple dwelling or seniors supportive or assisted housing on sites that are less than 303 m² in size or with a frontage less than 12.8 m, the permitted floor area may be increased by one m² per amenity share or affordable housing share provided to the city at no cost to the city, to a maximum floor space ratio of 0.90.

4.7.8 For the purposes of section 4.7.7, affordable housing share means \$162 per m² to a maximum floor space ratio of 2.0.

4.7.9 For the purposes of section 4.7.7, amenity share means \$162 per m² to a maximum floor space ratio of 2.0.

4.7.10 Notwithstanding sections 4.7.3 and 4.7.7, the maximum floor space ratio achievable as a result of the provision of amenity shares or affordable housing shares must otherwise comply in all respects with the District Schedule and this by-law.

4.7.11 For the purposes of this schedule, amenity means one or more of the following:

- (a) Community Centre or Neighbourhood House;
- (b) Library;
- (c) Museum or Archives;
- (d) Park or Playground;
- (e) Rink;
- (f) Swimming Pool;
- (g) Child Day Care Facility;
- (h) Public Authority Use; and
- (i) Social Service Centre.

4.7.12 Computation of floor area must include:

- (a) all floors, including earthen floor, to be measured to the extreme outer limits of the building;
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located; and
- (c) the floor area of bay windows, regardless of seat height, location in building or relationship to yard setbacks, which is greater than the product of the total floor area permitted above the basement multiplied by 0.01.

4.7.13 Computation of floor area 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, if the total area of these exclusions does not exceed 12% of the permitted floor area for multiple dwelling and freehold rowhouse and 8% of the permitted floor area for all other uses;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) for multiple dwelling and freehold rowhouse, where floors are used for:
 - (i) off-street parking and loading, those floors or portions thereof which are located underground, except that the maximum exclusion for a parking space must not exceed 7.3 m in length, and
 - (ii) bicycle storage located underground, or, if located at or above base surface are contained in an accessory building which complies with section 3.2.A of this schedule;
- (d) for dwelling uses other than multiple dwelling and freehold rowhouse, where floors are used for off-street parking and loading, or bicycle storage in multiple conversion dwellings containing 3 or more dwelling units, or uses which, in the opinion of the Director of Planning, are similar to the foregoing:
 - (i) those floors or portions thereof not exceeding 7.3 m in length, which are located in an accessory building which complies with section 2.2.A of this schedule, or in an infill one-family dwelling located within 7.9 m of the ultimate rear property line, up to a maximum of 48 m², and
 - (ii) on sites with no developed secondary access, those floors or portions thereof not exceeding 7.3 m in length and minimum required maneuvering aisle, which are located either in a principal building, an accessory building, or an infill one-family dwelling up to a maximum area that the Director of Planning may determine, provided the Director of Planning first considers all applicable Council policies and guidelines;
- (e) for non-dwelling uses, where floors are used for off-street parking and loading, 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 not exceeding 7.3 m in length so used, which are located in an accessory building located within 7.9 m of the ultimate rear property line, or underground;
- (f) areas of undeveloped floors which are located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) for multiple dwelling and freehold rowhouse, all residential storage area above or below base surface, except that if residential storage area above base surface exceeds 3.7 m² per dwelling unit, there will be no exclusion for any of the residential storage area above base surface for that unit;
- (i) covered verandas or porches, if:

- (i) the portion facing a street, rear property line, common open space, park or school, is open or protected by partial walls or guard rails, which conform to the height minimum specified in the Building By-law,
 - (ii) the total excluded area, combined with the balcony and sundeck exclusions permitted in section 4.7.13 (a) of this schedule, does not exceed 16% of the permitted floor area for multiple dwellings and 13% of the permitted floor area for all other uses, and
 - (iii) the ceiling height, excluding roof structures, of the total area being excluded does not exceed 3.1 m measured from the porch floor; and
- (j) above grade floor area built as open to below, designed in combination with venting skylights, opening clerestory windows or other similar features which, in the opinion of the Director of Planning, reduce energy consumption or improve natural light and ventilation to a maximum exclusion of one percent of permitted floor area.

4.8 Site Coverage

- 4.8.1 The maximum site coverage for buildings is 55% of the site area, except that, for multiple dwelling, the Director of Planning may increase the maximum site coverage if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.
- 4.8.2 Site coverage for buildings must be based on the projected area of the outside of the outermost walls of all buildings and includes carports, but excludes steps, eaves, balconies and sundecks.
- 4.8.3 The area of impermeable materials, including site coverage for buildings, must not exceed 75% of the total site area, except that for multiple dwelling, the Director of Planning may increase the area of impermeable materials, for developments providing underground parking.
- 4.8.4 For the purposes of section 4.8.3 of this schedule:
- (a) the following are considered impermeable: the projected area of the outside of the outermost walls of all buildings including carports, covered porches and entries, asphalt, concrete, brick, stone, and wood; and
 - (b) the following are considered permeable: gravel, river rock less than 5 cm in size, wood chips, bark mulch, wood decking with spaced boards and other materials which, in the opinion of the Director of Planning, have fully permeable characteristics when placed or installed on grade with no associated layer of impermeable material (such as plastic sheeting) that would impede the movement of water directly to the soil below.
- 4.8.5 In the case of a sloping site where a structure is located in or beneath a yard, the structure will be excluded from the site coverage calculation if it does not, except for required earth cover, permitted fences and similar items, project above the average elevation of the portions of the streets, lanes or sites located adjacent to such structure, and does not, in any event, project more than 1.0 m above the actual elevation of adjoining streets, lanes and sites.

4.9 [Deleted - see Parking By-law.]

4.10 Horizontal Angle of Daylight

- 4.10.1 Each habitable room must have at least one window on an exterior wall of a building.
- 4.10.2 Each exterior window must be located so that a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, will encounter no obstruction over a distance of 24.0 m.

RM-9, RM-9A, RM-9N and RM-9AN

- 4.10.3 The plane or planes referred to in section 4.10.2 must be measured horizontally from the centre of the bottom of each window.
- 4.10.4 The Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement, if:
- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
 - (b) the minimum distance of unobstructed view is not less than:
 - (i) 2.4 m in the RM-9 and RM-9N Districts; and
 - (ii) 4.2 m in the RM-9A and RM-9AN Districts.
- 4.10.5 An obstruction referred to in section 4.10.2 means:
- (a) any part of the same building including permitted projections; or
 - (b) the largest building permitted under the zoning on any adjoining site.
- 4.10.6 A habitable room referred to in section 4.10.1 does not mean:
- (a) a bathroom; or
 - (b) a kitchen whose floor area is the lesser of:
 - (i) 10% or less of the total floor area of the dwelling unit, or
 - (ii) 9.3 m².

4.11- 4.14 (Reserved)

4.15 Acoustics

- 4.15.1 A development permit application for dwelling uses in the RM-9N and RM-9AN Districts requires evidence in the form of a report and recommendations prepared by persons trained in acoustics and current techniques of noise measurements, demonstrating that the noise levels in those portions of the dwelling units listed below do not exceed the noise levels expressed in decibels set opposite such portions of the dwelling units. For the purposes of this section the noise level is the A-weighted 24-hour equivalent (Leq) sound level and will be defined simply as the noise level in decibels.

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

4.16 Building Depth

- 4.16.1 For a multiple dwelling with three or fewer dwelling units, the maximum distance between the required minimum front yard and the rear of a building must be 45% of the site depth, measured prior to any required lane dedication.

4.18 Dwelling Unit Density

- 4.18.1 For multiple dwelling and freehold rowhouse, the total number of dwelling units, excluding lock-off units, must not exceed:

- (a) for development up to and including 0.90 floor space ratio, 100 units per hectare of site area;
- (b) for development over 0.90 and up to and including 1.20 floor space ratio, 132 units per hectare of site area;
- (c) for development over 1.20 and up to and including 2.0 floor space ratio, 140 units per hectare of site area.

4.18.2 Notwithstanding section 4.18.1 of this by-law, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines, and the submissions of any advisory groups, property owners or tenants, the Director of Planning may permit an increase to the Dwelling Unit Density, in combination with a multiple dwelling or freehold rowhouse, as follows:

- a) for development over 1.20 and up to and including 1.75 floor space ratio, 180 units per hectare of site area;
- b) for development over 1.75 and up to and including 2.0 floor space ratio, 240 units per hectare of site area.

4.18.3 Where the calculation of dwelling units per hectare results in a fractional number, the number must be rounded down.

4.19 Number of Buildings on Site

4.19.1 Notwithstanding section 10.1 of this by-law, the Director of Planning may permit more than one building on a site, in combination with a multiple dwelling or freehold rowhouse, if the Director of Planning first considers the intent of this schedule and all applicable Council policies and guidelines.

5 Relaxation of Regulations

5.1 The Director of Planning may relax the minimum site area requirements of section 4.1 of this schedule with respect to any of the following developments, if the lot was on record in the Land Title Office prior to May 27, 2014:

- (a) infill one-family dwelling in conjunction with the retention of a building existing on the site prior to January 1, 1940; and
- (b) multiple dwelling with no more than three dwelling units,

if the Director of Planning first considers the quality and liveability of the resulting units, the effect on neighbouring properties and all applicable Council policies and guidelines.

EXPLANATION**A By-law to amend the Sign By-law
Re: RM-9, RM-9A, RM-9N and
RM-9AN Districts Schedule**

After the public hearing on January 19 and 21, 2016, Council resolved to amend the Sign By-law to include RM-9A and RM-9AN in Schedule A. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
February 2, 2016

RM-9, RM-9A, RM-9N and
RM-9AN Districts Schedule

116.

BY-LAW NO. _____

**A By-law to amend Sign By-law No. 6510
Regarding the RM-9, RM-9A, RM-9N and
RM-9AN Districts Schedule**

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

1. This By-law amends the indicated provisions of the Sign By-law, No. 6510.
2. In Section 9.2, under the heading "Residential Areas - SCHEDULE A", Council deletes the "RM-9 and RM-9N" and replaces it with "RM-9, RM-9A, RM-9N and RM-9AN".
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 1060 West 15th Avenue**

At a public hearing on January 19 and 21, 2016, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1060 West 15th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
February 2, 2016

HL

1060 West 15th Avenue
James Northey 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 heritage
building

1060 West 15th Avenue
Vancouver, B.C.

PID: 013-244-132
Lot 6
Block 475
District Lot 526
Plan 3015

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 _____, 2016

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 1060 West 15th Avenue**

After a public hearing held on January 19 and 21, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 1060 West 15th Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
February 2, 2016

1060 West 15th Avenue
James Northey Residence

HG.

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 1060 West 15th Avenue, and the following legal description:

PID: 013-244-132
Lot 6
Block 475
District Lot 526
Plan 3015

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 , 2016

Mayon

City Clerk

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

PAGE 1 OF 15 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Heidi Granger, Solicitor

City of Vancouver

453 West 12th Avenue

Vancouver

BC V5Y 1V4

LTO Client number: 10647

Phone number: 604.829.2001

Matter number: 13-0682 (HRA)

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
 [PID] [LEGAL DESCRIPTION]

013-244-132 LOT 6 BLOCK 475 DISTRICT LOT 526 PLAN 3015

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION
 SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

TWINWOOD DEVELOPMENT LTD. (INCORPORATION NO. BC0915310)

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE

VANCOUVER

V5Y 1V4

BRITISH COLUMBIA

CANADA

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.

Officer Signature(s)

PAUL LEUNG, Esq.
Barrister & Solicitor
 SUITE 728 - 650 W. 41st AVE.
 NORTH TOWER, OAKRIDGE CENTRE
 VANCOUVER, B.C. V5Z 2M9
 PHONE: (604) 284-8331

Execution Date		
Y	M	D
15	12	7

Transferor(s) Signature(s)

TWINWOOD DEVELOPMENT LTD.
 by its authorized signatory(ies):

Print Name: CHENG-HAO LIN

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.

LAND TITLE ACT
FORM D

EXECUTIONS CONTINUED

PAGE 2 of 15 PAGES

Officer Signature(s)

Execution Date

Y	M	D
15		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

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

LAND TITLE ACT
FORM E

SCHEDULE

PAGE 3 OF 15 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

Section 219 Covenant
Article 2NATURE OF INTEREST
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

Article 4

NATURE OF INTEREST
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION

Article 6

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the registered owner of the parcel of land at 1060 West 15th Avenue in the City of Vancouver (the "Lands") which has the legal description shown in Item 2 of the General Instrument Form C - Part 1 of this document.
- B. There is a building situated on the Lands, known as the "James Northey Residence", which is considered to be of heritage value (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
 - (i) restoring and rehabilitating the Heritage Building;;
 - (ii) converting the Heritage Building to a Multiple Conversion Dwelling containing three (3) Dwelling Units and one (1) Dwelling Unit containing a Lock-Off Unit; and
 - (iii) constructing a new Infill One-Family Dwelling at the rear of the Lands,and under development permit application No. DE418661 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variances to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into this heritage revitalization agreement with the City to be registered on title to the Lands, accept the adding of the Heritage Building to the City's Heritage Register, in the 'B' category therein, and accept the designation of the exterior of the Heritage Building as a protected heritage property under the provisions of the *Vancouver Charter SBC 1953 c.55*.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter SBC 1953 c.55*, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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) "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 and conservation of the Heritage Building as provided for hereunder;
- (iv) "Development" means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building, convert the Heritage Building to a Multiple Conversion Dwelling containing three (3) Dwelling Units and one (1) Dwelling Unit containing a Lock-Off Unit, and construct a new Infill One-Family Dwelling at the rear of the Lands pursuant to the DP Application;
- (c) "Development Permit" means any development permit(s) issued by the City under the DP Application 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;
- (d) "Director of Planning" means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (e) "DP Application" has the meaning given above in the introductory paragraphs hereto;
- (f) "Dwelling Unit" has the meaning given under the *Zoning & Development By-law*;
- (g) "Heritage Building" has the meaning given above in the introductory paragraphs herein;
- (h) "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;
- (i) "Heritage Designation" means the City's designation of the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (j) "Infill One-Family Dwelling" has the meaning given under the *Zoning & Development By-law*;
- (k) "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;
- (l) "*Land Title Act*" means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (m) "Lock-Off Unit" has the meaning given under the *Zoning & Development By-law*;
- (n) "Multiple Conversion Dwelling" has the meaning given under the *Zoning & Development By-law*;

- (o) **"New Building"** means the new Infill One-Family Dwelling contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (p) **"Owner"** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (q) **"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;
- (r) **"Rehabilitation Work"** has the meaning given below herein;
- (s) **"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;
- (t) **"Zoning & Development By-law"** means the City's *Zoning & Development By-law No. 3575* and any amendments thereto and replacements thereof.

ARTICLE 2

SECTION 219 COVENANT

REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

- 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 the Owner's expense, and to the satisfaction of the Director of Planning:
 - (i) within twenty-four (24) months after the later of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date of registration of this agreement, or another agreed upon effective date to the satisfaction of the Director of Planning and the Director of Legal Services, but in any event by no later than thirty (30) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the **"Rehabilitation Work"**);
 - (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and

- (iv) on completion of the Rehabilitation Work as required by this agreement, shall 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;
- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or the New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building or any part thereof at any time after this agreement is registered on title to the Lands, 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; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at any time any occupancy permit(s) issued for either the Heritage Building or the New 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 either the Heritage Building or the New 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 either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's 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;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at any time 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;

- (g) the Owner shall not at any time and shall not suffer or permit anyone else to at any time 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 or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's 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 by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *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;
- (i) if at any time, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (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; and
- (j) 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 therefor 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. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis, one or both of them 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 required therefor 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 occupancy of the Heritage Building or the New Building 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 the Consultant 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 either the Heritage Building, the New Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services 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.

- 3.3 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.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

ARTICLE 4 STATUTORY RIGHT OF WAY

- 4.1 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 or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
 - (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 4.3 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.

**ARTICLE 5
DEBTS OWED TO CITY**

- 5.1 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 or replicate 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 twenty percent (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 at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 6
EQUITABLE CHARGE**

- 6.1 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.
- 6.2 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 7
BY-LAW VARIATIONS**

- 7.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 10.7.1(a) is varied so that the Director of Planning may permit steps in any side yard; and
 - (b) Section 10.7.1(b) is varied so that the Director of Planning may permit eaves, gutters, sills and chimneys and other similar projections to project into any required or permitted yard.
- 7.2 The RT-2 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 3.2 DW is varied to permit Infill use for an Infill One-Family Dwelling;
 - (b) Section 3.2DW is varied to permit a Lock-Off Unit;

- (c) Section 4.3.1 is varied to permit the Heritage Building to be three (3) storeys and 32 feet in height;
- (d) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 0.85 (approximately 527 m² (5,670 sq. ft.));
- (e) Section 4.8.1 is varied to permit a maximum site coverage of 42%; and
- (f) Section 4.10 is varied so that it does not apply, provided the Director of Planning is satisfied that the proposed Dwelling Units have adequate daylight access.

**ARTICLE 8
SUBDIVISION**

8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:

- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
- (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

**ARTICLE 9
NOTICES**

9.1 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 the Owner's address as shown in the Land Title Office records; and
- (b) If to the City:

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

Attention: City Clerk and Director of Legal Services,

or to such other address in Canada as any party 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 (3rd) 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 10
GENERAL**

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.

- 10.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.6 **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.
- 10.7 **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.
- 10.8 **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.
- 10.9 **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.
- 10.10 **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.
- 10.11 **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.
- 10.12 **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.

Page 15 of 15 pages

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

END OF DOCUMENT

{001773339v2}

Heritage Revitalization Agreement - James Northey Residence
1060 West 15th Avenue

EXPLANATION**Heritage Designation By-law
Re: 2024 West 15th Avenue**

At a public hearing on January 19 and 21, 2016, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 2024 West 15th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
February 2, 2016

2024 West 15th Avenue
Ludgate Residence

HLG.

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:

- | | | |
|---|--|---|
| a) Structure and exterior envelope of the improvements and exterior building materials of heritage building. | 2024 West 15 th Avenue
Vancouver, B.C. | PID: 013-266-497
LOT 8
BLOCK 465
DISTRICT LOT 526
PLAN 2983 |
| b) Interior wall and fireplace, as shown in the photograph and as located in the area depicted in the Main Floor Plan, all attached hereto as Schedule A. | | |

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*.

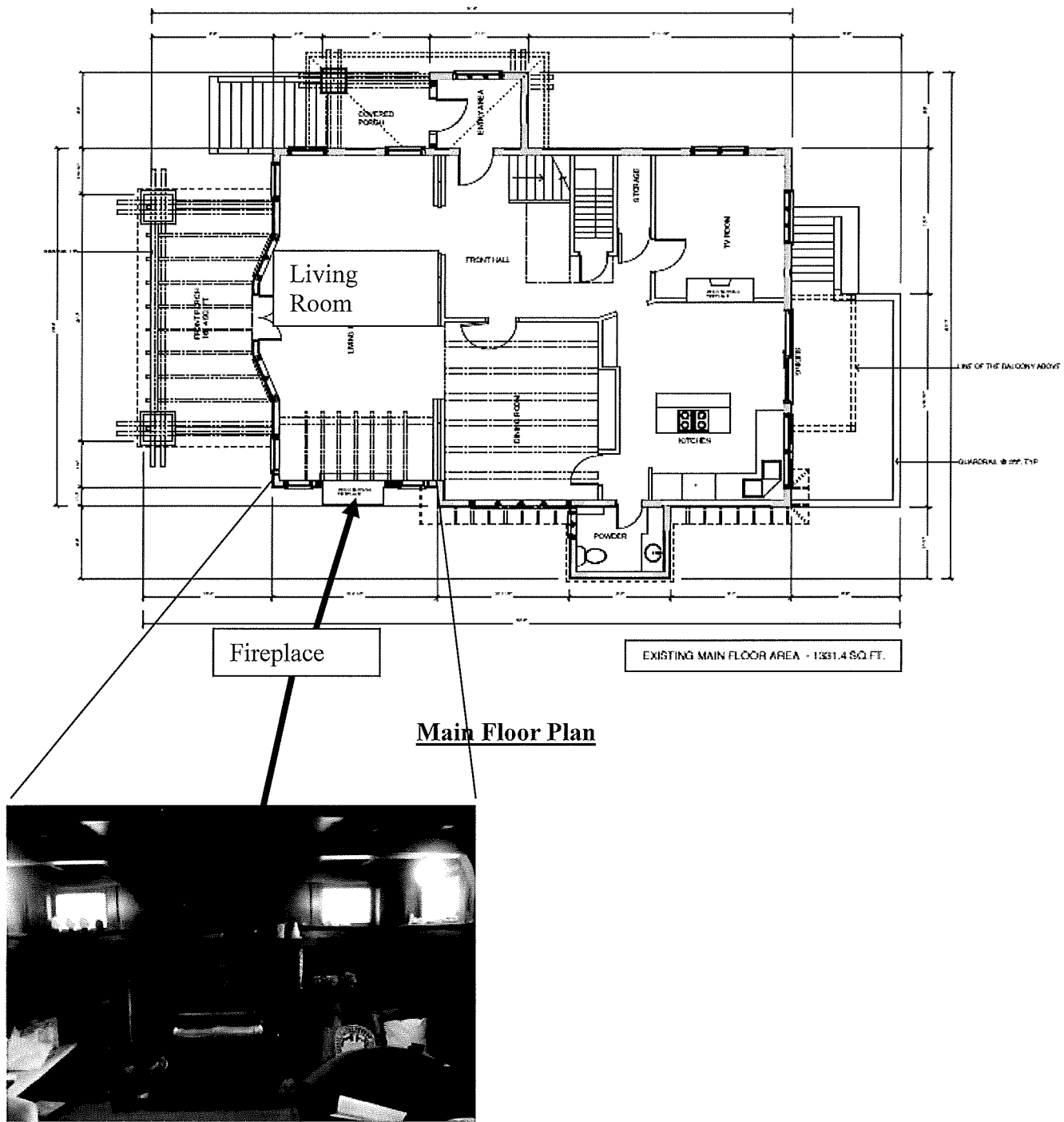
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2016

Mayor

City Clerk

Schedule A



Extent of Interior Designation: ■ ■ ■ ■ ■

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 2024 West 15th Avenue**

After a public hearing held on January 19, 2016, Council resolved to enter into a By-law to authorize an agreement regarding 2024 West 15th Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
February 2, 2016

HC.

2024 West 15th Avenue
Ludgate Residence

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 2024 West 15th Avenue, and the following legal description:

PID: 013-266-497
LOT 8
BLOCK 465
DISTRICT LOT 526
PLAN 2983

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 , 2016

Mayor

City Clerk

LAND TITLE ACT
FORM C (Section 233) CHARGE
GENERAL INSTRUMENT - PART 1 Province of British Columbia

1445275084 PAGE 1 OF 18 PAGES

Your electronic signature is a representation that you are a subscriber as defined by the Land Title Act, RSBC 1996 c.250, and that you have applied your electronic signature in accordance with Section 168.3, and a true copy, or a copy of that true copy, is in your possession.

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

Heidi Granger, Solicitor
City of Vancouver
453 West 12th Avenue
Vancouver

BC V5Y 1V4

LTO Client number: 10647
Phone number: 604.829.2001
Matter number: 14-0915

Deduct LTSA Fees? Yes ☒

2. PARCEL IDENTIFIER AND LEGAL DESCRIPTION OF LAND:
[PID] [LEGAL DESCRIPTION]

013-266-497 LOT 8 BLOCK 465 DISTRICT LOT 526 PLAN 2983

STC? YES ☐

3. NATURE OF INTEREST CHARGE NO. ADDITIONAL INFORMATION

SEE SCHEDULE

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

(a) ☐ Filed Standard Charge Terms D.F. No.

(b) ☒ Express Charge Terms Annexed as Part 2

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument.

5. TRANSFEROR(S):

CHRISTINE MARILYN LUDGATE AND JOHN CHARLES LUDGATE
HSBC BANK CANADA, AS TO PRIORITY

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

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)



GAIL DAVIES
BARRISTER AND SOLICITOR
501-1367 WEST BROADWAY
VANCOUVER, B.C. V6H 4A7
604-736-6338 Ext. 223

Execution Date

Y	M	D
15	10	22

Transferor(s) Signature(s)


CHRISTINE MARILYN LUDGATE


JOHN CHARLES LUDGATE

(as to both signatures)

OFFICER CERTIFICATION:

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

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

**LAND TITLE ACT
FORM D****EXECUTIONS CONTINUED**

PAGE 3 of 18 PAGES

Officer Signature(s)

Execution Date

Y	M	D
15		

Transferor / Borrower / Party Signature(s)

CITY OF VANCOUVER by its
authorized signatory:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E****SCHEDULE**

PAGE 4 OF 18 PAGES

NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Covenant		Section 219 Covenant Article 2
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Section 219 Covenant priority over Mortgage CA1896194 Page 18
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Statutory Right of Way		Article 4
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Statutory Right of Way priority over Mortgage CA1896194 Page 18
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Equitable Charge		Article 6
NATURE OF INTEREST	CHARGE NO.	ADDITIONAL INFORMATION
Priority Agreement		granting the above Equitable Charge priority over Mortgage CA1896194 Page 18

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT

WHEREAS:

- A. The Owner (as herein defined) is the registered owner of the parcel of land at 2024 West 15th Avenue in the City of Vancouver (the "Lands") which has 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 "Ludgate Residence", which is considered to be of heritage value and is listed in the Vancouver Heritage Register in the "B" evaluation category (the "Heritage Building").
- C. The Owner wishes to develop the Lands by:
- (i) restoring and rehabilitating the Heritage Building and converting it into a Multiple Conversion Dwelling containing two (2) Dwelling Units;
 - (ii) constructing a new Infill One-Family Dwelling on the rear of the Lands,
- and, under development permit application No. DE417169 (the "DP Application") has applied to the City for a development permit for that purpose.
- D. The Owner proposes that, in exchange for a number of variations to the City of Vancouver ("City") *Zoning & Development By-law* needed for the proposed project as contemplated under the DP Application, the Owner will enter into a heritage revitalization agreement to be registered on title to the Lands and accept the designation of:
- (i) an interior feature of the Heritage Building, specifically the west fireplace wall of the living room, across its full extent from the floor to the ceiling and across its width of approximately 3.8 metres, including the tile surround and mantle of the fireplace, and its structure (the "Interior Feature"), the location of which is shown on the Schedule A attached hereto; and
 - (ii) the exterior of the Heritage Building
- as protected heritage property under the provisions of the *Vancouver Charter* SBC 1953 c.55.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter* SBC 1953 c.55, and in consideration of the payment ten dollars (\$10.00) by the City to the Owner, the mutual obligations and benefits given herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, 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) **"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 and conservation of the Heritage Building as provided for hereunder;
- (c) **"Development"** means the proposed development project as described above in the introductory paragraphs hereto to restore and rehabilitate the Heritage Building and convert it to a Multiple Conversion Dwelling containing two Dwelling Units and to construct a new Infill One-Family Dwelling on the rear of the Lands pursuant to the DP Application;
- (d) **"Development Permit"** means any development permit(s) issued by the City under the DP Application 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;
- (e) **"Director of Planning"** means City's Director of Planning appointed under the provisions of the *Vancouver Charter*;
- (f) **"DP Application"** has the meaning given above in the introductory paragraphs hereto;
- (g) **"Dwelling Unit"** has the meaning given under the *Zoning & Development By-law*;
- (h) **"Heritage Building"** has the meaning given above in the introductory paragraphs herein;
- (i) **"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;
- (j) **"Heritage Designation"** means the City's designation of the Interior Feature and the exterior of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (k) **"Infill One-Family Dwelling"** has the meaning given under the *Zoning & Development By-law*;

- (l) **"Interior Feature"** has the meaning given above in the introductory paragraphs herein;
- (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) **"Multiple Conversion Dwelling"** has the meaning given under the *Zoning & Development By-law*;
- (p) **"New Building"** means the new Infill One-Family Dwelling contemplated for construction on the Lands under the DP Application as described in the introductory paragraphs hereto;
- (q) **"Owner"** means the registered owner or owners of the Lands and the successors and assigns thereof and, without limitation, if the Lands are subdivided by way of a strata plan under the *Strata Property Act* of British Columbia, then "Owner" includes the strata corporation thereby created;
- (r) **"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;
- (s) **"Rehabilitation Work"** has the meaning given below herein;
- (t) **"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;
- (u) **"Zoning & Development By-law"** means the City's *Zoning & Development By-law* No. 3575 and any amendments thereto and replacements thereof.

ARTICLE 2
SECTION 219 COVENANT
REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

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 the Owner's expense, and to the satisfaction of the Director of Planning:
 - (i) within thirty (30) months after the earlier of the date upon which City Council enacts the by-law to effect the Heritage Designation and the date

on which this covenant is registered on title to the Lands or any other agreed upon effective date to the satisfaction of the Director of Planning and the Director of Legal Services, but in any event by no later than thirty-six (36) months after the date upon which this covenant is registered on title to the Lands, shall rehabilitate or cause the rehabilitation of the Heritage Building and shall do so in accordance with this agreement, the Development Permit and the Conservation Plan (the "Rehabilitation Work");

- (ii) shall ensure that a Heritage Consultant supervises the Rehabilitation Work;
 - (iii) shall ensure that, at all times during the carrying out of the Rehabilitation Work, the Heritage Building is secure from vandalism and occupation by squatters; and
 - (iv) on completion of the Rehabilitation Work as required by this agreement, shall 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;
- (b) nobody will in any way use or occupy either the Heritage Building or the New Building or any part thereof and nobody will apply for or take any other action to compel the City, and, notwithstanding that either the Heritage Building or New Building may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for either the Heritage Building or the New Building or any part thereof at any time after this agreement is registered on title to the Lands, 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; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Rehabilitation Work has been completed in accordance herewith;
- (c) the City may revoke at anytime any occupancy permit(s) issued for either the Heritage Building or the New 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 either the Heritage Building or the New 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 either the Heritage Building or the New Building, as the case may be, is vacated and unoccupied in accordance with this agreement;

- (d) after completion of the Rehabilitation Work in accordance herewith, the Owner, at the Owner's 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;
- (e) at all times after and while this agreement is registered on title to the Lands, the Owner, at the Owner's expense, shall keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) 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 Interior Feature or the exterior 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;
- (g) the Owner shall not at any time and shall 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 or the Lands pursuant to the statutory right of way granted to pursuant to Article 4 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the Owner, at the Owner's expense, and to the City's satisfaction, shall 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 the Owner's 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 by a single arbitrator in Vancouver, British Columbia, in accordance with the provisions of the *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. For clarity, if this this agreement is discharged from title to the Lands and the Heritage Designation is cancelled, the variances of the *Zoning & Development By-law* set out in this agreement will not apply to any new development on the Lands and the then-current zoning of the Lands will apply;

- (i) if at anytime, in default under this agreement, the Owner, in the City's opinion, fails to perform its obligations as required hereby to rehabilitate and conserve the Heritage Building and fails to rectify any such default within thirty (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; and
- (j) 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 therefor 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. The release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

ARTICLE 3 LETTER OF CREDIT

- 3.1 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Building and the New Building, the City, in its discretion, may issue occupancy permits therefor and, on that basis one or both of them, 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 required therefor 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 occupancy of the New Building or the Heritage Building 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 the Consultant 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, the New Building and/or the Lands; and
 - (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.
- 3.2 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank or other financial institution acceptable to the City's Director of Legal Services 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.
- 3.3 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.
- 3.4 Within a reasonable time of the Owner's request after completion of the Rehabilitation Work in accordance with this agreement, the City will, as the case may be, return to its issuer any letter of credit provided to the City hereunder or, if the City has called upon the letter of credit, deliver to the Owner any remaining balance therefrom.

**ARTICLE 4
STATUTORY RIGHT OF WAY**

- 4.1 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 or at the perimeter of the Lands, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque; and
 - (b) in the event the Owner, in the City's opinion, is in default of any of its obligations under this agreement to rehabilitate and conserve the Heritage Building, to carry out any such obligations of the Owner hereunder as the City may choose.
- 4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.
- 4.3 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.

**ARTICLE 5
DEBTS OWED TO CITY**

- 5.1 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 or replicate 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 twenty percent (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 at the Bank of Montreal's main branch in the City of Vancouver, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 6
EQUITABLE CHARGE**

- 6.1 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.

- 6.2 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 7 BY-LAW VARIATIONS

- 7.1 Section 10 of the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 10.7.1(a) is varied so that the Director of Planning may permit steps in any side yard thereon;
 - (b) Section 10.7.1(b) is varied so that the Director of Planning may permit eaves, gutters, sills and chimneys or other similar projections to project into any required yard, provided that the Director of Planning is satisfied that they correspond to drawings approved under the DP Application; and
- 7.2 The RT-8 District Schedule to the *Zoning & Development By-law* is hereby varied as follows for the Lands, for purposes of the Development:
- (a) Section 4.3.1 is varied to permit the Heritage Building to have 3 storeys, provided that it shall not exceed 36 feet in height which is the existing height of the Heritage Building;
 - (b) Section 4.5.1 is varied to permit an east side yard with a minimum width of 3.7 feet which is the existing width;
 - (c) Section 4.7.1 is varied to provide that the floor space ratio, inclusive of all buildings, shall not exceed 0.92 which is approximately 5,750 square feet; and
 - (d) Section 4.16.1 is varied to permit a maximum building depth of 57 feet.

ARTICLE 8 SUBDIVISION

- 8.1 **Subdivision.** If the Lands are subdivided at any time hereafter either under the provisions of the *Land Title Act* or under the *Strata Property Act* or under other similar legislation enacted from time to time then upon the deposit of a plan of subdivision, strata plan, or similar plan as the case may be:
- (a) subject to Section 8.2 herein, the rights and benefits of this agreement herein granted will be annexed to and run with each of the new parcels, lots, or other subdivided parcels and areas so created; and
 - (b) subject to Section 8.3 herein, the burdens, obligations, covenant, statutory right of way and Equitable Charge contained in this agreement will continue to charge each of the new parcels, lots, or other subdivided parcels and areas so created.

8.2 **Subdivision by Strata Plan.** If the Lands, or any portion thereof, are subdivided by a strata plan, this agreement will charge title to the strata lots and the common property comprising such strata plan and:

- (a) the Section 219 Covenant and obligations therein and the Statutory Right of Way and Equitable Charge granted herein will be registered against each individual strata lot and noted on the common property sheet;
- (b) the strata corporation or the strata corporations created will perform and observe the Owner's covenants in this agreement, solely at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants herein will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan,

provided that, if the Lands are first subdivided by air space plan and then one or more of these parcels are further subdivided by strata plan, the easements and covenants registered concurrently with the air space plan may designate the air space parcel or the remainder, and therefore the strata corporation, responsible to perform and observe the Owner's covenants in this agreement.

8.3 Should the Lands be subdivided pursuant to the *Land Title Act* to create a parcel in which only the New Building is located, then at the Owner's request after the Rehabilitation Work has been completed in accordance with this agreement, the City, at the Owner's expense, will discharge from title to the newly created parcel containing only the New Building, the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge contained in this agreement and will request of the Registrar of the Land Title Office that all legal notations referring to this agreement and the Heritage Designation be removed from title to the parcel containing only the New Building, provided that, if the owner of that parcel which contains only the New Building wishes to retain the variances granted under Article 7 of this agreement, then this agreement and the related notation may be retained on title to that parcel.

8.4 The Owner hereby acknowledges and agrees that for the purposes of Section 592(4) of the *Vancouver Charter*, following a subdivision as contemplated in Section 8.3 hereof, the Owner of the parcel that contains only the New Building may seek to amend this agreement as registered on title to that parcel without the consent or approval of the owner of the parcel which contains the Heritage Building.

ARTICLE 9 NOTICES

9.1 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 the Owner's address as shown in the Land Title Office records; and

(b) if to the City:

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

Attention: *City Clerk and Director of Legal Services,*

or to such other address in Canada as any party 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 (3rd) 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 10
GENERAL

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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.
- 10.5 **Time of Essence.** Time will be of the essence in respect of this agreement.
- 10.6 **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.

- 10.7 **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.
- 10.8 **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.
- 10.9 **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.
- 10.10 **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.
- 10.11 **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.
- 10.12 **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.

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) **"Existing Charges"** means the Mortgage registered under number CA1896194;
- (b) **"Existing Chargeholder"** means the HSBC BANK CANADA;
- (c) **"New Charges"** means the Section 219 Covenant, the Statutory Right of Way and the Equitable Charge and contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

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

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

END OF DOCUMENT

EXPLANATION**Vehicles for Hire By-law amending By-law
Re: Housekeeping regarding part-time taxicabs**

The attached By-law contains a housekeeping amendment to update the regulations for part-time taxicabs to incorporate a recent change to the description of high volume cruise ship days. The relevant by-law section already ensures that part-time taxicabs are available during high volume cruise ship days and this amendment reflects the new approach to describing those days.

Director of Legal Services
February 2, 2016

EXPLANATION**Heritage Designation By-law
Re: 1546 Nelson Street**

At a public hearing on February 17, 2015, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 1546 Nelson Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
February 2, 2016

HG.

1546 Nelson Street
Urquhart 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
heritage building

1546 Nelson Street
Vancouver, B.C.

PID: 007-351-356
THE WEST ½ OF
LOT 9
BLOCK 47
DISTRICT LOT 185
PLAN 92

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 _____, 2016

Mayor

City Clerk

