

EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 4085 Ash Street and
619-633 West King Edward Avenue**

Enactment of the attached By-law will delete 4085 Ash Street and 619-633 West King Edward Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 17, 2016 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
May 30, 2017

4085 Ash Street and
619-633 West King Edward Avenue



BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A, and attached to and forming part of this By-law, by deleting therefrom Lot A, District Lot 526, Group 1, New Westminster District Plan EPP63791; PID: 029-927-331, from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law.
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

Schedule A

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EXPLANATION**A By-law to amend the Noise By-law
Re: 5050-5080 Joyce Street**

Following the Public Hearing on December 13, 2016, Council resolved on December 14, 2016, to amend the Noise By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

5050-5080 Joyce Street

ABF
BY-LAW NO. _____

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

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

1. To Schedule B (Intermediate Zone) of By-law No. 6555, at the end, Council adds:
“CD-1 (662) By-law No. 11784 5050-5080 Joyce Street”
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 5050-5080 Joyce Street**

Following the Public Hearing on December 13, 2016, Council resolved on December 14, 2016 to add 5050-5080 Joyce Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

ABF

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“

Address	By-law No.	CD-1 No.	Parking Requirements
5050-5080 Joyce Street	11784	(662)	Parking, loading and bicycle spaces in accordance with by-law requirements on May 16, 2017, except that there must be at least 155 parking spaces.

”

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 _____ , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 5050-5080 Joyce Street**

Following the Public Hearing on December 13, 2016, Council resolved on December 14, 2016 to amend the Sign By-law for this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

5050-5080 Joyce Street

BY-LAW NO. ABF

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

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

1. To amend Schedule E (Comprehensive Development Areas) by adding the following:

“5050-5080 Joyce Street CD-1 (662) By-law No. 11784 B (C-2C)”

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Noise Control By-law
Re: 1070-1090 West Pender Street**

Following the Public Hearing on February 24 and 26, 2015, Council resolved to amend the Noise Control By-law regarding this site. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

1070-1090 West Pender Street

ABF
BY-LAW NO. _____

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

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

1. To Schedule A (Activity Zone) of By-law No. 6555, at the end, Council adds:
"CD-1 (663) By-law No. 11792 1070-1090 West Pender Street"
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
Re: 1070-1090 West Pender Street**

Following the Public Hearing on February 24 and 26, 2015, Council resolved to add 1070-1090 West Pender Street to Schedule C of the Parking By-law. The Director of Planning has advised that all prior to conditions have been satisfied, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

CD-1 District Parking requirements
1070-1090 West Pender Street

ABF

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059
with regard to CD-1 Districts Parking requirements**

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

1. This By-law amends the indicated provisions of the Parking By-law.
2. To Schedule C, Council adds:

“

Address	By-law No.	CD-1 No.	Parking requirements
1070-1090 West Pender Street	By-law No. 11792	CD-1 (663)	<p>Parking, loading and bicycle spaces in accordance with by-law requirements on May 17, 2017, except that:</p> <ol style="list-style-type: none">a) there must be a minimum of 5 Class A and 2 Class B loading spaces;b) the Director of Planning and General Manager of Engineering Services, on conditions that are satisfactory to them, may allow the substitution of shared vehicles and shared vehicle parking spaces for required non-residential parking spaces at a 1:5 ratio, to a maximum of 5 shared vehicles and 5 shared vehicle parking spaces; andc) the shared vehicle parking spaces must have a minimum parking stall dimension of 5.5 m in length and 2.9 m in width.

”

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 , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Sign By-law
Re: 1070-1090 West Pender Street**

Following the Public Hearing on February 24 and 26, 2015, Council resolved to amend the Sign By-law to add this site to Schedule E. Enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

1070-1090 West Pender Street

BY-LAW NO. ABF

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

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

1. To Schedule E (Comprehensive Development Areas) of the Sign By-law, Council adds:

“1070-1090 West Pender Street CD-1 (663) By-law No. 11792 B (DD)”

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

ENACTED by Council this _____ day of _____, 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 106-116 East 35th Avenue**

Following the Public Hearing on July 12, 2016, Council resolved to give conditional approval to the rezoning of the site at 106-116 East 35th Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

106-116 East 35th Avenue

ABF

BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-707 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (664).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (664), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

Conditions of use

3. The design and layout of at least 35% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

Floor area and density

4.1 Computation of floor space ratio must assume that the site consists of 740.5 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 2.30.

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

4.4 Computation of the 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, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area; and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length;
- (d) all residential storage area above or below base surface, except that if the 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;
- (e) amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area; and
- (f) a staircase in a top floor unit that leads to a roof deck.

4.5 The use of floor area excluded under section 4.4 must not include any purpose other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 16.9 m.

Horizontal angle of daylight

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

6.2 The location of each such exterior window must allow 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, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 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 3.7 m.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (664).

6.6 A habitable room referred to in section 6.1 does not include:

- (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.

Acoustics

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

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

Severability

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

Force and effect

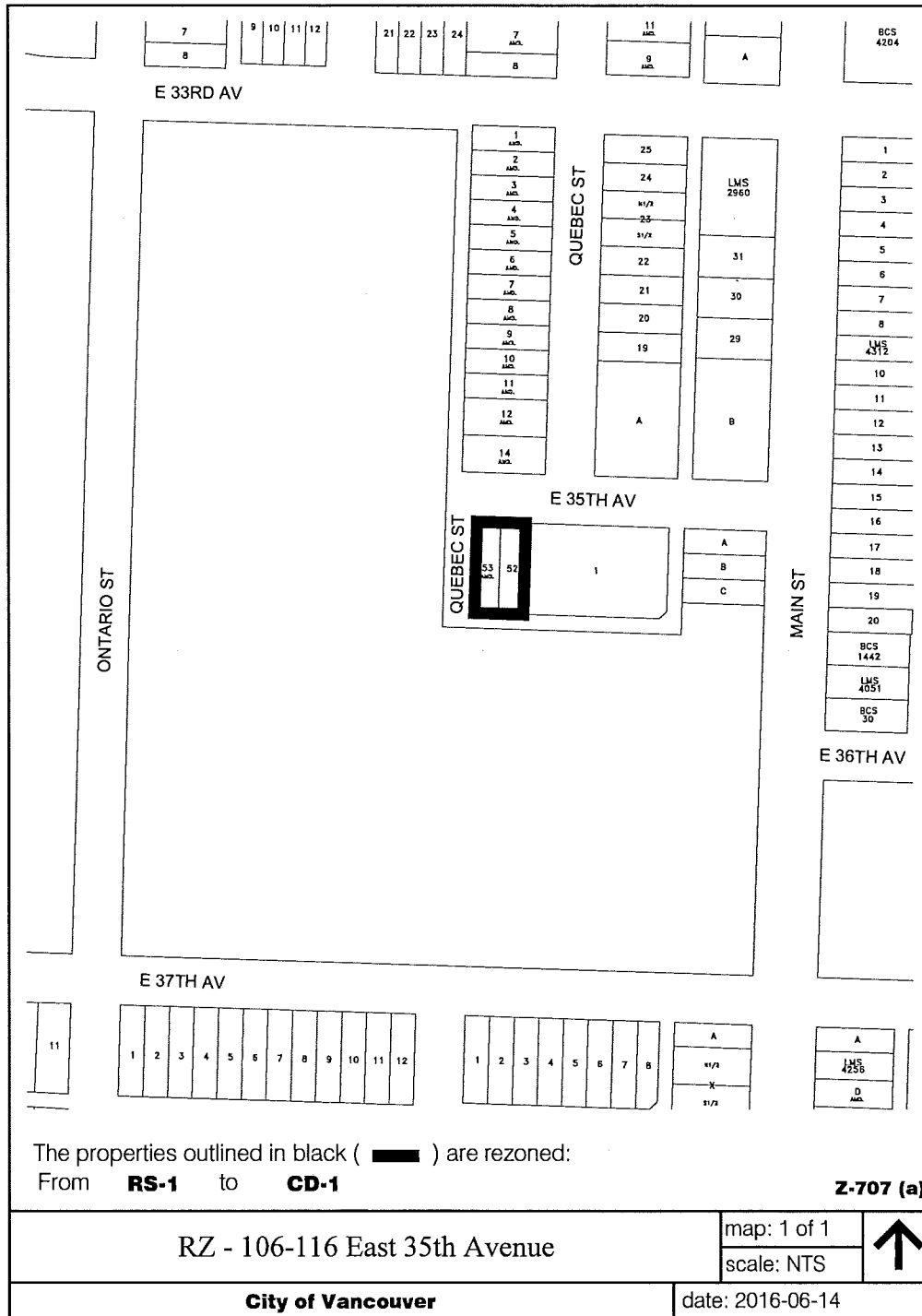
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

Schedule A



EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 585 West 41st Avenue (5688 Ash Street)**

Following the public hearing on July 19, 2016, Council gave conditional approval to the rezoning of the site at 585 West 41st Avenue (5688 Ash Street). The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

585 West 41st Avenue
(5688 Ash Street)

A3F
BY-LAW NO. _____

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

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-708 (a) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D, to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (665).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (665), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (b) Dwelling uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (c) Institutional Uses, limited to Church and Social Service Centre;
- (d) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (e) Office Uses;
- (f) Retail Uses, limited to Farmers' Markets, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, Secondhand Store and Small-scale Pharmacy;

- (g) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class A, Repair Shop - Class B, Restaurant, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade, and Wedding Chapel;
- (h) Utility and Communication Uses, limited to Public Utility and Radiocommunication Station; and
- (i) Accessory Uses customarily ancillary to uses listed in this Section 2.2.

Conditions of use

3.1 No portion of the first storey of a building, to a depth of 10.7 m from the south wall of the building and extending across its full width, shall be used for residential purposes except for entrances to the residential portion.

3.2 All commercial uses permitted in the By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) Display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

Floor area and density

4.1 Computation of the floor space ratio must assume that the site consists of 1,465 m², being the site size at the time of application for the rezoning evidenced by this By-law prior to any dedications.

4.2 The floor space ratio for all uses must to not exceed 3.44.

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

4.4 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, except that:

- (i) the total area of all such exclusions must not exceed 12% of the permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, located at or below base surface, provided that the maximum exclusion for a parking space shall not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the 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.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any use other than that which justified the exclusion.

Building height

5. Building height, measured from base surface, must not exceed 21.6 m.

Horizontal angle of daylight

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

6.2 The location of each such exterior window must allow 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, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 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 3.7 m.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (665).

6.6 A habitable room referred to in section 6.1 does not include:

- (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.

Acoustics

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

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

Severability

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

Force and effect

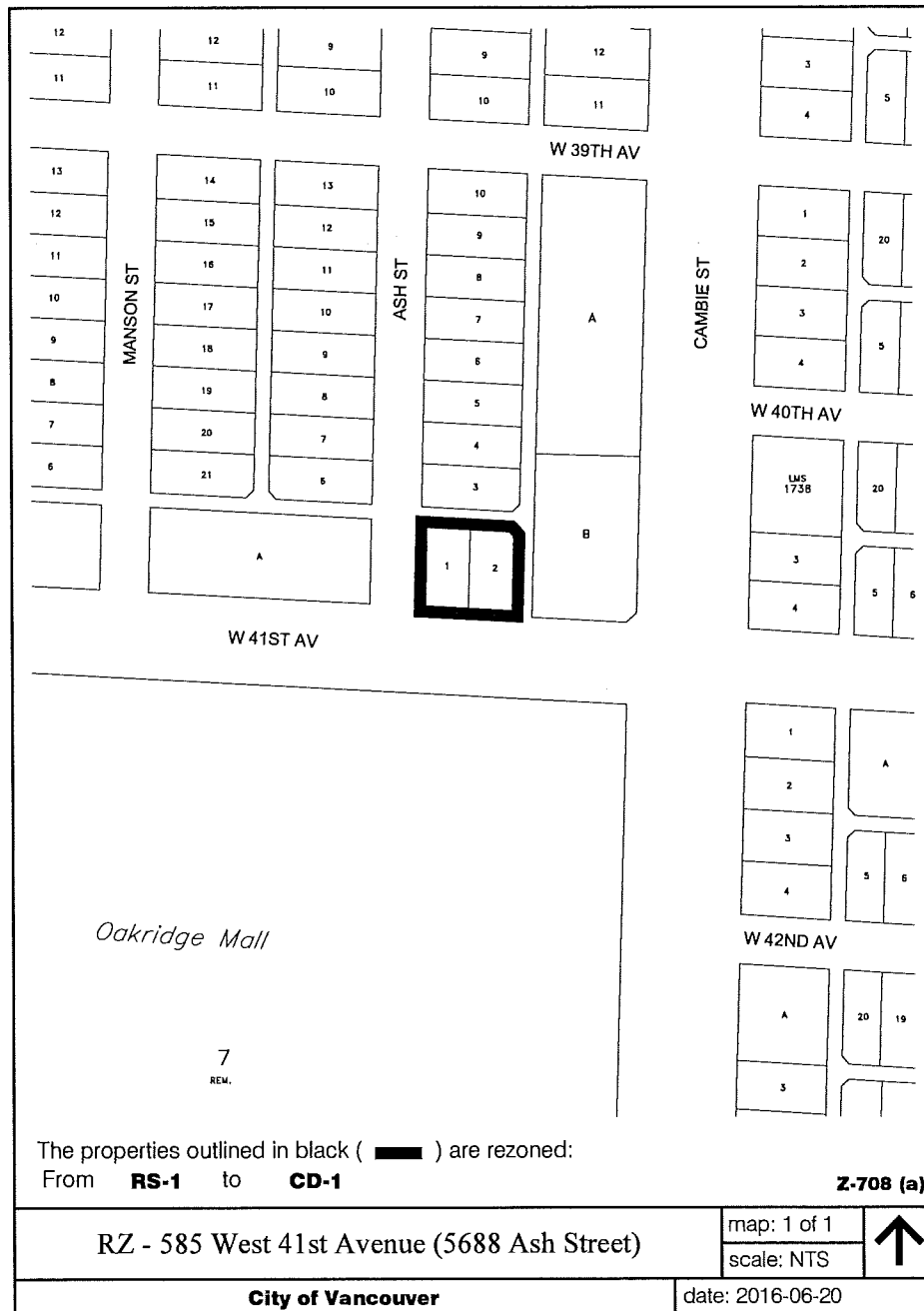
9. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

Schedule A



EXPLANATION**2017 Rating By-law
General Purpose Taxes**

Enactment of the attached By-law will levy the 2017 general purpose taxes, and implement Council's resolution of May 30, 2017, subject to a property tax cap rate on certain designated port facilities and repeals By-law No. 11786.

Director of Legal Services
May 30, 2017

BY-LAW NO. _____

ABF

A By-law to levy rates on all taxable real property in the City of Vancouver, to raise a sum which added to the estimated revenue of the City of Vancouver from other sources, will be sufficient to pay all debts and obligations of the City of Vancouver falling due within the year 2017 and not otherwise provided for

PREAMBLE

For the year 2017, the following sums will have to be provided for the purposes hereafter named, by levying a rate or rates on all the taxable real property on the assessment roll prepared pursuant to the *Assessment Act* for general municipal purposes for the City of Vancouver:

<u>PURPOSES</u>	<u>AMOUNT</u>
Payment of interest on Debentures outstanding, payment of principal on Serial Debentures falling due in 2017, and payments to Sinking Fund in respect of debenture debts incurred.....	\$88,376,585
All other necessary expenses of the City not otherwise provided for.....	<u>\$628,383,415</u>
Total General Purposes	<u>\$716,760,000</u>

The taxable value of land and improvements, as shown on the real property assessment roll prepared by the British Columbia Assessment Authority, for general municipal purposes for the City of Vancouver for all classes other than class 1 - residential, class 5 - light industry, and class 6 - business and other is \$1,054,246,235.

The taxable value of land and improvements for general municipal purposes, based on the averaged assessment pursuant to By-law No. 11759, is \$308,065,899,504 for class 1 - residential, \$1,254,239,124 for class 5 - light industry, and \$53,026,364,287 for class 6 - business and other.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$27.50 per \$1,000 of assessed value in respect of certain Class 4 - major industry properties ("ports properties"), bearing assessment roll numbers 561-192-30-2003, 561-226-34-4010, 561-226-34-4015, 561-226-34-4020, 561-230-30-4050, 561-250-76-4014, and 561-275-40-4050.

The *Ports Property Tax Act* and its regulations impose a maximum municipal tax rate of \$22.50 per \$1,000 of assessed value, in respect of designated new investment in Class 4 - major industry properties ("ports properties, new investments"), bearing assessment roll numbers 561-192-30-2003 and 561-250-76-4014.

The rates of taxation for the Provincial classes necessary to raise the sum of \$716,760,000 are as follows:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	1.26093
Utilities	(2)	28.38387
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	34.51349
Major Industry (ports properties)	(4)	27.50000
Major Industry (ports properties, new investment)	(4)	22.50000
Light Industry	(5)	5.79744
Business and Other	(6)	5.79744
Recreational Property/ Non-profit Organization	(8)	1.22083
Farm	(9)	1.22083

such rates being dollars of general purposes tax for each thousand dollars of taxable value.

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

1. On each of the respective classes of property hereinafter set forth, which are more particularly defined in the *Assessment Act* and its regulations, there is hereby imposed per one thousand dollars of taxable value the several rates hereinafter set forth, namely:

- (a) For the purpose of providing for the payment of \$88,376,585, being the amount required for interest on Debentures, principal of Serial Debentures, and Sinking Fund obligations falling due in 2017, the rates of:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	0.15517
Utilities	(2)	3.49292
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	4.24723
Major Industry (ports properties)	(4)	3.38415
Major Industry (ports properties, new investment)	(4)	2.76885
Light Industry	(5)	0.71343
Business and Other	(6)	0.71343
Recreational Property/ Non-profit Organization	(8)	0.15024
Farm	(9)	0.15024

- (b) For the purpose of providing the sum of \$628,383,415, being monies required for other necessary expenses of the City during the year 2017 not otherwise provided for, the rates of:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Residential	(1)	1.10576
Utilities	(2)	24.89095
Supportive Housing	(3)	0.00000
Major Industry (other than ports properties)	(4)	30.26626
Major Industry (ports properties)	(4)	24.11585
Major Industry (ports properties, new investment)	(4)	19.73115
Light Industry	(5)	5.08401
Business and Other	(6)	5.08401
Recreational Property/ Non-profit Organization	(8)	1.07059
Farm	(9)	1.07059

2. This By-law repeals By-law No. 11786.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**2017 Rating By-law
Metro Vancouver Regional District**

Enactment of the attached By-law will levy the rates necessary to raise funds requisitioned by the Metro Vancouver Regional District for 2017, and repeals By-law No. 11787.

Director of Legal Services
May 30, 2017

BY-LAW NO. _____ **ABF**

**A By-law to levy a rate on property to raise monies
required to be paid to the Metro Vancouver Regional District**

PREAMBLE

Pursuant to the *Local Government Act*, the City of Vancouver is required to make due provision for the amount of money requisitioned from it by the Metro Vancouver Regional District.

The Metro Vancouver Regional District has requisitioned from the City the sum of \$18,931,748 for the year 2017.

The amount of money requisitioned by the Metro Vancouver Regional District may be raised by the City of Vancouver by levying a rate on property upon the basis provided in the *Local Government Act*.

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

1. For the purpose of providing for the payment of the amount requisitioned from the City by the Metro Vancouver Regional District in the year 2017, there is hereby imposed per one thousand dollars of taxable value of land and improvements, but excluding property that is taxable for school purposes only by a special act, the rates hereinafter set forth, namely:

<u>CLASS OF PROPERTY</u>		<u>DOLLARS OF TAX FOR EACH ONE THOUSAND DOLLARS OF TAXABLE VALUE</u>
Class 1 - residential	(1)	0.04256
Class 2 - utilities	(2)	0.14896
Class 3 - supportive housing	(3)	0.04256
Class 4 - major industry	(4)	0.14471
Class 5 - light industry	(5)	0.14471
Class 6 - business and other	(6)	0.10428
Class 8 - recreational property/ non-profit organization	(8)	0.04256
Class 9 - farm	(9)	0.04256

2. This By-law repeals By-law No. 11787.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 3750 Prince Edward Street**

At a public hearing on May 16, 2017, Council approved a recommendation to designate the structure, exterior envelope, and exterior building materials of a building at 3750 Prince Edward Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 30, 2017

3750 Prince Edward Street
Gardiner 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 and exterior
building materials of
the heritage building
(Gardiner Residence)

3750 Prince Edward Street
Vancouver, B.C.

PID: 012-833-703
LOT E
BLOCK 27
DISTRICT LOT 301
PLAN 3476

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 , 2017

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
Re: 4066 Macdonald Street and 2785 Alamein Avenue**

Following the Public Hearing on December 13, 2016, Council resolved on December 14, 2017 to give conditional approval to the rezoning of the site at 4066 Macdonald Street and 2785 Alamein Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
May 30, 2017

4066 Macdonald Street
and 2785 Alamein Avenue

ABF

BY-LAW NO. _____

**A By-law to amend
CD-1 By-law No. 7337
regarding uses, floor area and density, building height,
angle of daylight and acoustics**

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

Zoning District Plan Amendment

1. This By-law amends the indicated provisions of By-law No. 7337.
2. To section 1, Council adds the title "Zoning District Plan Amendment".
3. Council strikes out sections 2 to 9 and substitutes the following Sections 2 through 7:

"2. Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (328).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (328), and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (i) Cultural and Recreational Uses, limited to Artist Studio, Arts and Culture Indoor Event, Billiard Hall, Club, Community Centre or Neighbourhood House, Fitness Centre, Library, and Museum or Archives;
- (ii) Dwelling Uses, limited to Dwelling Units in conjunction with any of the uses listed in this By-law;
- (iii) Manufacturing Uses, limited to Jewellery Manufacturing and Printing or Publishing;
- (iv) Office Uses;
- (v) Retail Uses, limited to Farmers' Market, Furniture or Appliance Store, Grocery or Drug Store, Liquor Store, Public Bike Share, Retail Store, and Secondhand Store;

- (vi) Service Uses, limited to Animal Clinic, Auction Hall, Barber Shop or Beauty Salon, Beauty and Wellness Centre, Catering Establishment, Laundromat or Dry Cleaning Establishment, Neighbourhood Public House, Photofinishing or Photography Studio, Print Shop, Repair Shop - Class B, Restaurant - Class 1, School - Arts or Self-Improvement, School - Business, School - Vocational or Trade; and
- (vii) Accessory Uses customarily ancillary to the uses listed in this Section 2.2.

3. Conditions of use

3.1 All commercial uses permitted in this By-law shall be carried on wholly within a completely enclosed building except for:

- (a) Farmers' Market;
- (b) Neighbourhood Public House;
- (c) Public Bike Share;
- (d) Restaurant; and
- (e) display of flowers, plants, fruits and vegetables in conjunction with a permitted use.

3.2 The design and layout of at least 25% of the dwelling units must:

- (a) be suitable for family housing;
- (b) include two or more bedrooms; and
- (c) comply with Council's "High-Density Housing for Families with Children Guidelines".

4. Floor area and density

4.1 Computation of floor area must assume that the site area is 1,062.8 m², being the site area at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses must not exceed 1.35, except that the floor space ratio for non-residential uses must be at least 0.17.

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

4.4 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, except that:
 - (i) the total area of all such exclusions must not exceed 12% of permitted floor area, and
 - (ii) the balconies must not be enclosed for the life of the building;
- (b) patios and roof gardens, provided that the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses, which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the minimum exclusion for a parking space must not exceed 7.3 m in length; and
- (d) all residential storage area above or below base surface, except that if the 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.

4.5 Computation of floor area may exclude amenity areas, except that the total exclusion for amenity areas must not exceed 10% of permitted floor area.

4.6 The use of floor area excluded under sections 4.4 and 4.5 must not include any use other than that which justified the exclusion.

5. Building height

5.1 Building height, measured from base surface, must not exceed 11.3 m.

6. Horizontal angle of daylight

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

6.2 The location of each such exterior window must allow 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, to encounter no obstruction over a distance of 24.0 m.

6.3 Measurement from the plane or planes referred to in Section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 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 3.7 m.

6.5 An obstruction referred to in section 6.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (328).

6.6 A habitable room referred to in section 6.1 does not include:

- (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.

7. Acoustics

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

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

Severability

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

Force and effect

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

ENACTED by Council this day of , 2017

Mayor

City Clerk

EXPLANATION**Heritage Designation By-law
Re: 5590 Balaclava Street**

After the Public Hearing on November 5, 17, and 24, 2009, Council resolved on December 1, 2009 to approve a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of a building at 5590 Balaclava Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
May 30, 2017

5590 Balaclava Street
Knox United Church

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 and exterior
building materials of
heritage building
(Knox United Church)

5590 Balaclava Street
Vancouver, B.C.

PID: No PID
LOT A
BLOCK 12
DISTRICT LOT 2027
GROUP 1
NEW WESTMINSTER
DISTRICT PLAN
EPP51581

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 , 2017

Mayor

City Clerk

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
Regarding 5590 Balaclava Street**

After the Public Hearing on November 5, 17, and 24, 2009, Council resolved on December 1, 2009 to enter into a By-law to authorize an agreement regarding 5590 Balaclava Street, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services
May 30, 2017

5590 Balaclava Street
Knox United Church

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 5590 Balaclava Street and the following legal description:

PID: No PID
LOT A
BLOCK 12
DISTRICT LOT 2027
GROUP 1
NEW WESTMINSTER DISTRICT PLAN EPP51581

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 , 2017

Mayor

City Clerk

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)
MACKENZIE FUJISAWA LLP
BARRISTERS & SOLICITORS
1600 - 1095 W. PENDER STREET
VANCOUVER BC V6E 2M6

604-689-3281 LTO#10479
FILE: H2981-000 Heritage Revitalization
ATTENTION: Robert H. Wynick/cpr

Deduct LTSA Fees? Yes ☒

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

SEE SCHEDULE

STC? YES ☐

3. NATURE OF INTEREST
SEE SCHEDULE

CHARGE NO. ADDITIONAL INFORMATION

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

(a) ☐ Filled 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):

SEE SCHEDULE

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

CITY OF VANCOUVER

453 WEST 12TH AVENUE
VANCOUVER

BRITISH COLUMBIA
CANADA

V6Y 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)

RODNEY YATES
BARRISTER & SOLICITOR
PETERSON STARK SCOTT
300 - 10366 - 138A St., Surrey, B.C.
V3T 5R3 (604) 588-9321

Execution Date		
Y	M	D
17	4	8

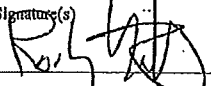
Transferor(s) Signature(s)

Richard Earthy
Trustee of the Congregation of Knox
United Church

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.

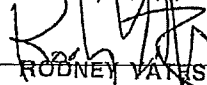
Officer Signature(s)



RODNEY YATES
BARRISTER & SOLICITOR
PETERSON STARK SCOTT
300 - 10366 - 136A St., Surrey, B.C.
V3T 5R3 (604) 588-9321



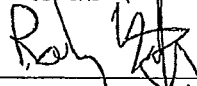
RODNEY YATES
BARRISTER & SOLICITOR
PETERSON STARK SCOTT
300 - 10366 - 136A St., Surrey, B.C.
V3T 5R3 (604) 588-9321



RODNEY YATES
BARRISTER & SOLICITOR
PETERSON STARK SCOTT
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V3T 5R3 (604) 588-9321



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PETERSON STARK SCOTT
300 - 10366 - 136A St., Surrey, B.C.
V3T 5R3 (604) 588-9321

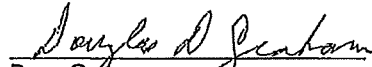



RODNEY YATES
BARRISTER & SOLICITOR
PETERSON STARK SCOTT
300 - 10366 - 136A St., Surrey, B.C.
V3T 5R3 (604) 588-9321


Execution Date


Y	M	D
17	4	8
17	4	8
17	4	8
17	4	9
17	4	9


Transferor / Borrower / Party Signature(s)


Doug Graham
Trustee of the Congregation of Knox
United Church


Chris Lay
Trustee of the Congregation of Knox
United Church


Lori Marz
Trustee of the Congregation of Knox
United Church


Joanne Melville
Trustee of the Congregation of Knox
United Church


Elizabeth Bowyer
Trustee of the Congregation of Knox
United Church

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 3 of 24 PAGES

Officer Signature(s)


Execution Date

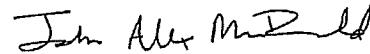
Transferor / Borrower / Party Signature(s)

John Mac Donald
Burnet, Duckworth
& Palmer LLP
2400 - 525 - 8th Ave. SW
Calgary AB, T2P 1G1
Phone: 403-260-5717

Y	M	D
17	4	10

HON TOWERS KERRISDALE LTD. by
its authorized signatory:


Nicholas Hon



John MacDonald
A Commissioner for Oaths/Notary Public
in and for the Province of Alberta

CITY OF VANCOUVER by its
authorized signatory(ies):

Print Name:

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 E

SCHEDULE

PAGE 4 OF 24 PAGES

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

**NO PID NMBR LOT A BLOCK 12 DISTRICT LOT 2027 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP51581**

STC? YES

[Related Plan Number]

EPP51581

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

**NO PID NMBR LOT B BLOCK 12 DISTRICT LOT 2027 GROUP 1 NEW WESTMINSTER
DISTRICT PLAN EPP51581**

STC? YES

[Related Plan Number]

EPP51581

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

STC? YES ☐

LAND TITLE ACT
FORM E
SCHEDULE

PAGE 5 OF 24 PAGES

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

over NO PID, Lot A Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
Article 2

NATURE OF INTEREST
Covenant

CHARGE NO.

ADDITIONAL INFORMATION

over NO PID, Lot B Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
Article 3

NATURE OF INTEREST
Statutory Right of Way

CHARGE NO.

ADDITIONAL INFORMATION

over NO PID, Lot A Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
Article 5

NATURE OF INTEREST
Equitable Charge

CHARGE NO.

ADDITIONAL INFORMATION

over NO PID, Lot A Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
Article 7

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

NATURE OF INTEREST

CHARGE NO.

ADDITIONAL INFORMATION

LAND TITLE ACT
FORM E

SCHEDULE

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ENTER THE REQUIRED INFORMATION IN THE SAME ORDER AS THE INFORMATION MUST APPEAR ON THE FREEHOLD TRANSFER FORM, MORTGAGE FORM, OR GENERAL INSTRUMENT FORM.

5. TRANSFEROR(S):

TRUSTEES OF THE CONGREGATION OF KNOX UNITED CHURCH
in Trust See The United Church of Canada Acts
Stat. of Can. 1924, Cap. 100 and Stat. of B.C. 1924, Cap. 50
(with respect to Lot A Block 12 District Lot 2027 Group 1 New Westminster District Plan EPP51581)

HON TOWERS KERRISDALE LTD. (INC. NO. A0084213)
(with respect to Lot B Block 12 District Lot 2027 Group 1 New Westminster District Plan EPP51581)

TERMS OF INSTRUMENT - PART 2
HERITAGE REVITALIZATION AGREEMENT
KNOX UNITED CHURCH
5590 Balaclava Street

WHEREAS:

A. The Trustees of The Congregation of Knox United Church are the registered owners (in that capacity, collectively the "New Church Lands Owner") of the lands and premises located in Vancouver, British Columbia legally known and described as follows:

Parcel Identifier: _____
Lot A Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
(as more particularly defined in Section 1.1, the "New Church Lands");

B. Situate on the New Church Lands is a building known as the "Knox United Church" (the "Heritage Building"), which is listed in category "B" in the Vancouver Heritage Register;

C. Hon Towers Kerrisdale Ltd. (as more particularly defined in Section 1.1, the "New Development Lands Owner") is the registered and beneficial owner of the lands and premises located in Vancouver, British Columbia legally known and described as follows:

Parcel Identifier: _____
Lot B Block 12 District Lot 2027
Group 1 New Westminster District Plan EPP51581
(as more particularly defined in Section 1.1, collectively, the "New Development Lands")

D. The proposed rezoning of the New Development Lands and the New Church Lands has been approved in principle by the City subject to, among other things, entry into this heritage revitalization agreement with the City by the New Church Lands Owner and the New Development Lands Owner, in respect of the Heritage Building pursuant to Section 592 of the *Vancouver Charter*.

THEREFORE in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to each of the other parties hereto and, as between the City, the New Church Lands Owner and the New Development Lands Owner, pursuant to Section 592 of the *Vancouver Charter*, the parties hereby 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) "Building Permit" means any building permit issued by the City authorizing the building of a New Building as contemplated by the Development Permit and the

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Heritage Revitalization Agreement - Knox United Church
5590 Balaclava Street

Rezoning By-law;

- (b) "City" and "City of Vancouver" means the municipality of the City of Vancouver continued under the *Vancouver Charter*;
- (c) "Conservation Plan" means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Heritage Building as provided for hereunder, a copy of which is attached hereto as Schedule A;
- (d) "Designation" means the designation by City by-law of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter*;
- (e) "Development" means the proposed development project as described above in the introductory paragraphs hereto to and as contemplated by the Development Permit and the Rezoning By-law;
- (f) "Development Permit" means any development permit(s) issued by the City to enable the redevelopment of the New Development Lands or the New Church Lands as contemplated by the Rezoning By-law, 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 and any amendments thereof;
- (g) "Director of Legal Services" means the chief administrator from time to time of the City's Legal Services Department and her/his successors in function and their respective nominees;
- (h) "Director of Planning" means City's Director of Planning appointed under the provisions of the *Vancouver Charter* and includes his/her successors in function and their respective nominees;
- (i) "Effective Date" means the date as of which this Agreement has been signed by both the New Church Lands Owner and the New Development Lands Owner;
- (j) "Existing Fellowship Centre" means a building used for administrative, social and day care purposes located, as of the Effective Date, on a portion of the New Church Lands and the New Development Lands to the south of the Heritage Building;
- (k) "Heritage Building" is defined in Recital B;
- (l) "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;
- (m) "Heritage Designation" means the City's designation of the Heritage Building as protected heritage property pursuant to section 593 of the *Vancouver Charter*;

- (n) "**Land Title Act**" means the Land Title Act, R.S.B.C. 1996, c.250 and includes any amendments thereto and replacements thereof;
- (o) "**New Building**" means any new building or structure to be built on the New Church Lands or the New Development Lands as contemplated by the Rezoning By-law and the Development Permit, and includes any portion of any such building or structure, but does not include temporary buildings or structures on the New Church Lands or the New Development Lands during the period of, and required for the purposes of, any construction contemplated by the Rezoning By-law and the Development Permit;
- (p) "**New Church Lands**" is defined in Recital A, and includes any lands with which the same are consolidated and thereafter subdivided;
- (q) "**New Church Lands Owner**" is defined in Recital A;
- (r) "**New Development Lands**" means the lands identified in Recital C, and includes any lands with which the same are consolidated and thereafter subdivided;
- (s) "**New Development Lands Owner**" means the registered owner(s) of the New Development Lands as of the Effective Date, namely Hon Towers Kerrisdale Ltd., and all its assigns, heirs, successors and successors in title to the New Development Lands or any part thereof and, if the New Development Lands or any part thereof, are subdivided by way of a strata plan, then "**New Development Lands Owner**" includes, without limitation, a strata corporation thereby created;
- (t) "**New Fellowship Centre**" means the new fellowship centre to be built on the New Church Lands to replace the Existing Fellowship Centre;
- (u) "**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;
- (v) "**Rehabilitation Work**" is defined in Section 2.1(a)(f);
- (w) "**Rezoning By-law**" means the CD-1 By-law enacted by the City's elected council as a result of the rezoning application described in Recital E;
- (x) "**Strata Property Act**" means the Strata Property Act, S.B.C. 1998, c. 43, and all amendments thereto and re-enactments thereof;
- (y) "**Trustees of The Congregation of Knox United Church**" means Richard Earthy, Doug Graham, Chris Lay, Lori Marzin, Joanne Melville and Elizabeth Bowyer, and includes all of their respective heirs, representatives, successors and assigns;
- (z) "**Vancouver**" means the geographic location and area of the City of Vancouver;

- (aa) "*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; and
- (bb) "*Zoning & Development By-law*" means the City's Zoning & Development By-law No. 3575 and includes any amendments thereto and replacements thereof.

ARTICLE 2

SECTION 219 COVENANT

REHABILITATION AND CONSERVATION OF HERITAGE BUILDING

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

- (a) the New Church Lands Owner, at the New Church Lands Owner's expense, and to the satisfaction of the Director of Planning:
 - (i) by no later than twenty-four (24) months after the date upon which the first Building Permit is issued by the City, 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 a New Building or any part thereof on the New Church Lands and nobody will apply for or take any other action to compel the City to issue an occupancy permit for a New Building or any part thereof on the New Church Lands, and notwithstanding that a New Building on the New Church Lands may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for any such New Building or part thereof at any time after this agreement is registered on title to the New Church Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the New Church Lands 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

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Heritage Revitalization Agreement - Knox United Church
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Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the New Church Lands 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 a New Building or any part thereof on the New Church Lands prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the New Church Lands Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such New Building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of any such New Building in contravention of such revocation, this agreement and any applicable City by-laws, the City, at the New Church Lands Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that each part of any such New Building is vacated and unoccupied in accordance with this agreement;
- (d) after completion of the Rehabilitation Work in accordance herewith, the New Church Lands Owner, at the New Church Lands 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 New Church Lands, the New Church Lands Owner, at the New Church Lands Owner's expense, shall keep the Heritage Building insured to full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (f) except for maintenance and repair work, the New Church Lands 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 New Church Lands 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 New Church Lands pursuant to the statutory right of way granted to pursuant to Article 5 hereof;
- (h) if at any time for any reason the Heritage Building is damaged in any way or destroyed, the New Church Lands Owner, at the New Church Lands Owner's expense, and to the City's satisfaction, shall repair it or replace it with a

replica building, except that if the New Church Lands Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the New Church Lands Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the New Church Lands Owner, at the New Church Lands 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 New Church Lands under the zoning otherwise applicable thereto, after which the City and the New Church Lands 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 New Church Lands Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the New Church Lands Owner to be required to repair or replicate the Heritage Building, then, by explicit written notification, the City will consent to the New Church Lands Owner's wish to not repair or replicate the Heritage Building and will discharge this agreement from title to the New Church Lands and the New Church Lands 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 New Church Lands 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 New Church Lands Owner's behalf and at the New Church Lands Owner's expense, may, but will be under not be obligated to, rectify the New Church Lands Owner's default; and
- (j) the New Church Lands 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 New Church Lands, the New Church Lands Owner has received full and fair compensation therefor and the New Church Lands 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* have been fully satisfied, and the New Church Lands 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 New Church Lands Owner may suffer, incur or experience and the New Church Lands 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

SECTION 219 COVENANT

OCCUPANCY PERMIT RESTRICTION ON THE NEW DEVELOPMENT LANDS

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

- (a) nobody will in any way use or occupy a New Building or any part thereof on the New Development Lands and nobody will apply for or take any other action to compel the City to issue an occupancy permit for a New Building or any part thereof on the New Development Lands, and notwithstanding that a New Building on the New Development Lands may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for any such New Building or part thereof at any time after this agreement is registered on title to the New Development Lands, until:
 - (i) the Rehabilitation Work has been completed in accordance herewith;
 - (ii) the New Church Lands Owner, as required by Article 2 above, 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 New Church Lands 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; and
- (b) the City may revoke at any time any occupancy permit(s) issued for a New Building or any part thereof on the New Development Lands prior to completion of the Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the New Development Lands Owner, on reasonable notice from the City, will ensure that anyone occupying any part of any such New Building vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of any such New Building in contravention of such revocation, this agreement and any applicable City by-laws, the City, at the New Development Lands Owner's expense, may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that each part of any such New Building is vacated and unoccupied in accordance with this agreement.

**ARTICLE 4
LETTER OF CREDIT**

Notwithstanding the occupancy restrictions set out above in respect of any New Building on the New Church Lands and the New Development Lands, the City, in its discretion, may issue occupancy permits therefor and, on that basis a New Building on the New Church Lands and/or the New Development Lands, as applicable, may be occupied prior to the time that the Rehabilitation Work is completed in accordance herewith, provided:

- (a) the New Church Lands Owner or the New Development Lands Owner, as applicable, 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 such New Building have been fulfilled;
- (e) the New Church Lands Owner or the New Development Lands Owner has delivered to the City, in all respects to the City's satisfaction, a letter of credit in the amount equal to not less than 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 Heritage Consultant and explicitly accepted in writing by the City;
- (f) the New Church Lands Owner or the New Development Lands Owner, as applicable, 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 New Church Lands Owner or the New Development Lands Owner, as applicable, with respect to the New Church Lands or the New Development Lands, respectively; and
- (g) the City, in its opinion, is satisfied that the Rehabilitation Work is being carried out diligently.

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 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.

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 New Church Lands 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 New Church Lands 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.

Within a reasonable time of the New Church Lands Owner's or the New Development Lands Owner's, as applicable, 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 New Church Lands Owner or the New Development Lands Owner, as applicable, any remaining balance therefrom.

ARTICLE 5 STATUTORY RIGHT OF WAY

Pursuant to Section 218 of the *Land Title Act*, the New Church Lands 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 New Church Lands:

- (a) to install, maintain, repair and replace on the exterior of the Heritage Building or at the perimeter of the New Church Lands, at the City's expense, and in consultation with the New Church Lands 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 New Church Lands Owner hereunder as the City may choose.

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

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 6 DEBTS OWED TO CITY

If the City, pursuant to this agreement, enters upon the New Church Lands or any of them to perform any of the New Church Lands 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 New Church Lands 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 New Church Lands 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 Vancouver, British Columbia, plus three percent (3%), calculated monthly and not in advance.

**ARTICLE 7
EQUITABLE CHARGE**

The New Church Lands Owner hereby grants to the City an equitable charge over the New Church Lands, which charge will run with, charge and bind the New Church Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the New Church Lands Owner to the City under the terms of this agreement or otherwise at law.

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

**ARTICLE 8
BY-LAW VARIATIONS**

Pursuant to Section 592 of the *Vancouver Charter*, the *Zoning and Development Bylaw* is hereby varied so that Section 11.7 thereof does not apply in respect of the New Church Lands.

The by-law variations effected by and the other benefits granted to the New Church Lands Owner in relation to this Agreement are hereby expressly acknowledged by the New Church Lands Owner to be full and fair compensation for the obligations and restrictions placed upon the New Church Lands Owner and the New Church Lands by this Agreement, and the New Church Lands Owner hereby waives and renounces all claims for further or other compensation by reason of this agreement.

**ARTICLE 9
SUBDIVISION**

9.1 Subdivision. If the New Church Lands and/or the New Development 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 9.2 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 9.2 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.

9.2 Subdivision by Strata Plan. If the New Church Lands and/or the New Development 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 New Church Lands Owner's and/or the New Development Lands Owner's, as applicable, 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 New Church Lands Owner's and/or the New Development Lands Owner's, as applicable, 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 New Church Lands and/or the New Development Lands Owner's, as applicable, 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 New Church Lands Owner's and/or the New Development Lands Owner's, as applicable, covenants in this agreement.

ARTICLE 10 NOTICES

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 New Church Lands Owner, to the New Church Lands Owner's address as shown in the Land Title Office records; Attention: Trustees;
- (b) if to the New Development Lands Owner, to the New Development Lands Owner's address as shown in the Land Title Office records; Attention: President; and
- (c) 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 New Church Lands or the New

Development Lands or any part of either thereof should change, then to the address as set out in the State of Title Certificate for the New Church Lands or the New Development Lands, respectively, or such part or either 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 11 GENERAL

11.1 Joint and Several Liability. If the New Church Lands Owner and/or the New Development Lands Owner, as applicable, is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the New Church Lands Owner's and/or the New Development Lands Owner's, as applicable, obligations in this agreement.

11.2 Priority of Registration. The New Church Lands Owner and the New Development Lands Owner, as applicable, 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 New Church Lands and the New Development Lands, as applicable, with priority over all other encumbrances on title to the New Church Lands and the New Development Lands, as applicable, as the City may require.

11.3 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.

11.4 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.

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

11.6 Enurement. This agreement shall enure to the benefit of and be binding upon the New Church Lands Owner and the New Development Lands Owner, as applicable, and their respective successors and trustees, and this agreement shall charge and run with the New Church Lands and the New Development Lands, as applicable, and shall enure to the benefit of and be binding upon the New Church Lands Owner's and the New Development Lands

Owner's respective successors in title and trustees and successors and all parties claiming through such owners.

11.7 **City's Other Rights and Obligations.** Nothing contained or implied in this agreement will derogate from the obligations of the New Church Lands Owner or the New Development Lands 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 New Church Lands and/or the New Development Lands, as applicable, as if this agreement had not been executed and delivered by the New Church Lands Owner, the New Development Lands Owner and the City.

11.8 **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.

11.9 **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.

11.10 **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.

11.11 **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.

11.12 **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 Forms C and D which are a part hereof.

SCHEDULE A

KNOX UNITED CHURCH CONSERVATION PLAN

5590 Balnolava Street

25 September 2009

KNOX UNITED CHURCH

NOTES FOR CONSERVATION DRAWINGS

prepared by Robert Lemon Architect Inc.
for BMAAR CANADA / CBI Architecture

The Heritage Revitalization of Knox United Church will be undertaken to secure a Heritage B protected asset on the exterior of the church. The interior will not be certified as a heritage asset. Some work on the interior will be undertaken to improve Fire/Life/Safety issues. Below is the scope of work in the conservation plan for the Exterior of Knox Church. This is followed by the scope of interior work volunteered to improve Fire / Life / Safety.

EXTERIOR

Elements	Conservation Work
Flashing	to be placed with painted metal flashings - where needed.
Gutters and RWL	replace all gutters and rain water leaders - where needed. paint as per approved colour scheme
Stucco	inspect for condition; refer to Structural Report repair cracks and make good surface for painting - where needed. paint as per approved colour scheme
Wooden Louvers/	inspect for condition; repair where needed
Battress Caps	paint as per approved colour scheme

Lighting

Provide and install emergency lighting.

p.8

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Heritage Revitalization Agreement - Knox United Church
5590 Balaclava Street

KNOX UNITED CHURCH CONSERVATION PLAN

5590 Balaclava Street
KNOX UNITED CHURCH

25 September 2009

NOTES FOR CONSERVATION DRAWINGS

prepared by Robert Lemon Architect Inc.,
for BMAAR CANADA / CBI Architecture

The Heritage Revitalization of Knox United Church will be undertaken to secure a Heritage B protected asset on the exterior of the church. The interior will not be certified as a heritage asset. Some work on the interior will be undertaken to improve Fire / Life / Safety issues. Below is the scope of work in the conservation plan for the Exterior of Knox Church. This is followed by the scope of interior work volunteered to improve Fire / Life / Safety.

EXTERIOR

Elements	Conservation Work
Flashing	to be placed with painted metal flashings - where needed.
Gutters and RWL	replace all gutters and rain water leaders - where needed, paint as per approved colour scheme
Stucco	inspect for condition; refer to Structural Report. repair cracks and make good surface for painting - where needed. paint as per approved colour scheme.
Wooden Louvers/ Buttress Caps	inspect for condition; repair where needed paint as per approved colour scheme
Wood Trim	inspect for condition; repair where needed paint as per approved colour scheme
Wood Windows and Sash	detailed inspections of each window to be done; repair existing wood windows or replace with replicas matching profile, type and glazing paint in original colour
Glazing	clean and renov eames and caulking - where needed.
Brick Trim	inspect for condition; clean and repoint brick using compatible mortar
Concrete Sloop	clean and repaint; repair cracks
Canopies/signs	replace with new canopies consistent with design of new cloister

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Wood Trim	1.1	inspect for condition; repair where needed paint as per approved colour scheme
Wood Windows and Sash	1.2	detailed inspections of each window to be done; repair existing wood windows or replace with replicas matching profile, type and glazing paint in original colour
Glazing	1.3	clean and renew caimes and caulking -- where needed.
Brick Trim	1.4	inspect for condition; clean and repoint brick using compatible mortar
Concrete Stoop	1.5	clean and repaint; repair cracks
Canopies/signs	1.6	replace with new canopies consistent with design of new cloister
Lighting	1.7	install new exterior lighting (type and location TBD).

INTERIOR

Elements

Conservation Work

Signage	2.1	Provide and install adequate exit signage
Door Hardware	2.2	Provide and install "panic" bars on doors Provide and install adequate door locks and hardware

Lighting

Provide and install emergency lighting.

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END OF DOCUMENT

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Heritage Revitalization Agreement - Knox United Church
5590 Balaclava Street

EXPLANATION

By-law to amend the By-law to assess real property to defray 2016 costs for the South Fraser Street Collective Parking Project

This amendment is required to correct Schedule A of the By-law in regards to the number of strata title shares allocated to each strata property listed in Schedule A.

Director of Legal Services
May 30, 2017

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**A By-law to amend the By-law to assess real property to defray 2016 costs
for the South Fraser Street Collective Parking Project**

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

1. This By-law amends the indicated provisions of By-law No. 11766.
2. Council strikes out Schedule A and substitutes the Schedule A attached to this By-law.
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 , 2017

Mayor

City Clerk

South Fraser Collective Parking

Schedule "A"

Total Amount to be collected			<u>\$354,072.27</u>
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Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2016 Charge
<u>West Side</u>			
016-210-755-07 Lots 19 & 20, Blk 2, DL 645, Pln 2317	57.20		8,579.06
016-210-755-29 Lot 21, Blk 2, DL 645, Pln 2317	25.00		3,749.59
016-210-755-37 Lot 22, Blk 2, DL 645, Pln 2317	25.00		3,749.59
016-210-755-45 Lot 23, Blk 2, DL 645, Pln 2317	25.00		3,749.59
016-210-755-63 Lot A, Blk 2, DL 645, Pln 15444	50.05		7,506.68
016-210-755-73 Lot 26, Blk 2, DL 645, Pln 2317	25.00		3,749.59
016-210-755-97 Lot B, Blk 2, DL 645, Pln LMP 15552	57.04		8,555.06
016-210-757-07 Lots 19 & 20, Blk 3, DL 645, Pln 2317	57.00		8,549.06
016-210-757-27 Lot 21, Blk 3, DL 645, Pln 2317	25.00		3,749.59
016-210-757-49 Lot A, Blk 3, DL 645, Pln 2317	75.00		11,248.77
016-210-757-95 Lots 25 & 26 & N. 15 ft. of 27 & 28 Amd, Blk 3, DL 645, Pln 2317	107.00		16,048.24

016-210-758-05 Lot 1, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-15 Lot 2, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-31 Lot 3, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-45 Lot 4, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-67 Lot 5, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-71 Lot 6, Blk 1, DL 646, Pln 1427	33.00	4,949.46
016-210-758-91 Lots 7 & 8, Blk 1, DL 646, Pln 1427	66.00	9,898.92
016-210-761-03 Parcel C, Blk 2, DL 646, Pln BCP7391	66.06	9,907.92
016-210-761-31 Lot 3, Blk 2, DL 646, Pln 1427	33.00	4,949.46
016-210-761-43 Lot 4, Blk 2, DL 646, Pln 1427	33.00	4,949.46
016-210-761-63 Lots 5 & 6, Blk 2, DL 646, Pln 1427	66.00	9,898.92
016-210-761-81 Lot 7, Blk 2, DL 646, Pln 1427	33.00	4,949.46
016-210-761-95 Lot 8, Blk 2, DL 646, Pln 1427	33.00	4,949.46
016-210-765-05 Lot A, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	92.92	13,936.48
016-210-765-47 Lot 4, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	4,646.49
016-210-765-69	61.96	9,292.98

Lot B, Blks 1 to 3 & 22 to 24, DL 649, Pln 1789

016-210-765-87 Lot 7, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.98	4,646.49
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016-210-765-95 Lot 8, Blks 1 to 3 & 22 to 24, DL 649, Pln 1286	30.96	4,643.49
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016-210-769-05 Lot 9, Blks 4 to 6, DL 649, Pln 2236	32.00	4,799.48
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016-210-769-19 Lot 10, Blks 4 to 6, DL 649, Pln 2236	31.40	4,709.48
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016-210-769-33 Lot L, DL 649, Plan BCS46445	62.78	9,415.97
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016-210-769-47 Lot 13, Blks 4 to 6, DL 649, Pln 2236	31.40	4,709.48
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016-210-769-57 Lot 14, Blks 4 to 6, DL 649, Pln 2236	31.40	4,709.48
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016-210-769-75 Lot 15, Blks 4 to 6, DL 649, Pln 2236	31.40	4,709.48
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016-210-769-79 Lot 16, Blks 4 to 6, DL 649, Pln 2236	31.40	4,709.48
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016-210-769-97 Lot J, Blks 4 to 6, DL 649, Pln LMP2787	62.77	9,414.48
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Total for West Side	1,618.70	0.00	\$242,778.44
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Rate per foot:	\$149.983594
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Co-Ordinate and Legal Description	Assessed Footage	Exempt Footage	2016 Charge
<u>East Side</u>			
016-210-755-06 Lots 16 to 18, Blk 1 , DL 664, N 3/4 Pln 2148	99.00		7,424.19
016-210-755-36 Lot 15 , Blk 1, DL 664, N 3/4 Pln 2148	33.00		2,474.73
016-210-755-76 Lots 13 to 14, Blk 1 , DL 664, N 3/4 Pln 7760	63.99		4,798.73
016-210-757-26 VSB School ex. Lot 3 , Blks 2 and 3 , DL 664 NE 1/4 Pln 14021		265.95	0.00
016-210-757-76 *CoV Fraser Library Lot A , DL 664, N 1/2 of S. 1/4 Pln 7414		82.46	0.00
016-210-757-96 Lot B , DL 664, S. Pt, Pln 17850	65.98		4,947.96
016-210-758-06 Lot 18 , Blk 1, DL 663, Pln 1390	33.00		2,474.73
016-210-758-16 Lot 17 , Blk 1, DL 663, Pln 1390	33.00		2,474.73
016-210-758-24 Lot 16 , Blk 1, DL 663, Pln 1390	33.00		2,474.73
016-210-758-36 Lot 15 , Blk 1, DL 663, Pln 1390	33.00		2,474.73
016-210-758-50 Lot 14 , Blk 1, DL 663, Pln 1390	33.00		2,474.73
016-210-758-64 Strata Plan BCS1388 – see attached	82.50		6,186.82
016-210-758-86 Lots 10 & S ½ of 11, Blk 1, DL 663, Pln 1390	49.50		3,712.09
016-210-761-18 Lot B, Blk 1, DL 663, Pln 21036	99.00		7,424.19

016-210-761-36 Lot 6 , Blk 1, DL 663, Pln 1390	33.00	2,474.73
016-210-761-64 Lot A , Blk 1, DL 663, Pln 1390	66.00	4,949.46
016-210-761-74 Lot 3 , Blk 1, DL 663, Pln 1390	33.00	2,474.73
016-210-761-98 Lot C , Blk 1, DL 663, Pln VAP23174	66.83	5,011.70
016-210-765-06 Lots 1 to 3, Blk 1, DL 662, Pln 1900	99.33	7,448.94
016-210-765-42 Lot 4 , Blk 1, DL 662, Pln 1900	33.00	2,474.73
016-210-765-52 Lot 5 , Blk 1, DL 662, Pln 1900	33.00	2,474.73
016-210-765-68 Lot 6 , Blk 1, DL 662, Pln 1900	33.00	2,474.73
016-210-765-74 Lot 7 , Blk 1, DL 662, Pln 1900	33.00	2,474.73
016-210-765-86 Lots B & 10 Amd , Blk 1, DL 662, Pln 1900	99.17	7,436.94
016-210-769-18 Lot 11 Amd , Blk 1, DL 662, Pln 1900	33.01	2,475.48
016-210-769-26 Lot 12 Amd, Blk 1, DL 662, Pln 1900	35.29	2,646.46
016-210-769-42 Lots 13 Amd & 14 Amd, Blk 1, DL 662, Pln 1900	63.97	4,797.23
016-210-769-64 Lots 15 Amd to 17 , Blk 1, DL 662, Pln 1900	98.51	7,387.43
016-210-769-94 Lots 18 & 19 , Blk 1, DL 662, Pln 1900	66.00	4,949.45

Total for East Side

1,484.08

348.41

\$111,293.83

Rate per foot:

\$74.991797

	Rate per foot	Assessed Footage	Total Cost
Total for West Side	\$149.983594	1,618.70	\$242,778.44
Total for East Side	\$74.991797	1,484.08	111,293.83
Total Amount to be Collected:			\$354,072.27

Strata Title Shares

Strata Plan BCS1388 – Total	Shares:	1,785	Amount:	<u>\$6,186.82</u>
016-210-758-64-0001		73		253.02
016-210-758-64-0002		68		235.69
016-210-758-64-0003		68		235.69
016-210-758-64-0004		79		273.81
016-210-758-64-0005		80		277.28
016-210-758-64-0006		66		228.76
016-210-758-64-0007		66		228.76
016-210-758-64-0008		71		246.09
016-210-758-64-0009		73		253.02
016-210-758-64-0010		69		239.15
016-210-758-64-0011		68		235.69
016-210-758-64-0012		79		273.81
016-210-758-64-0013		75		259.95
016-210-758-64-0014		60		207.96
016-210-758-64-0015		61		211.43
016-210-758-64-0016		63		218.36
016-210-758-64-0018		101		350.07
016-210-758-64-0019		108		374.34
016-210-758-64-0020		293		1,015.55
016-210-758-64-0025		69		239.14
016-210-758-64-0026		40		138.63
016-210-758-64-0029		55		190.62
		<u>1,785</u>		<u>\$6,186.82</u>