

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 736 Granville Street**

After the public hearing on April 18, 2006, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 736 Granville Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 12, 2006

736 Granville Street

BY-LAW NO. _____



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

PREAMBLE

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

Certain properties bearing the civic address of 736 Granville Street, and the following legal descriptions:

PID: 015-468-011, Lot 7, Block 53, District Lot 541, Plan 210

PID: 015-468-020, Lot 8, Block 53, District Lot 541, Plan 210

PID: 015-468-038, Lot 9, Block 53, District Lot 541, Plan 210

contains a heritage building listed on the Vancouver Heritage Register as a Category A Building.

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

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

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

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

ENACTED by Council this _____ day of _____, 2006

Mayor

City Clerk

THIS AGREEMENT dated for reference the ____ day of _____, 2006,

BETWEEN:

LOTTE AND JOHN HECHT MEMORIAL FOUNDATION (S-6397)
2100 - 1075 West Georgia Street
Vancouver, British Columbia,
V6E 3G2

(the "Owner")

OF THE FIRST PART

AND:

CITY OF VANCOUVER,
453 West 12th Avenue,
Vancouver, British Columbia,
V5Y 1V4

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular those certain parcels or tracts of land and premises situate at 736 Granville Street in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver:
Parcel Identifier: 015-468-011
Lot 7
Block 53
District Lot 541
Plan 210

and City of Vancouver
Parcel Identifier: 015-468-020
Lot 8
Block 53
District Lot 541
Plan 210

and City of Vancouver
Parcel Identifier: 015-468-038
Lot 9
Block 53
District Lot 541
Plan 210

(collectively the "Lands");

- B. The Lands are within sub-area “A” of the City’s Downtown District (DD);
- C. The Vancouver Block Building presently situate on the Lands is listed in Category “A” in the Vancouver Heritage Register. In this agreement the Vancouver Block Building and each replacement thereof from time to time is herein called the “Heritage Building”;
- D. Pursuant to development application DE409399, the Owner is desirous of restoring, refurbishing and renovating certain interior features of the Heritage Building and by this agreement the Owner is committed to preserving, repairing and replacing certain interior features of the Heritage Building from time to time as herein provided; and
- E. By Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may allow variations of and supplements to provisions of, among others, a subdivision by-law, a zoning by-law, a development permit and a variation of a heritage alteration permit or a by-law made under Part XXVIII of the *Vancouver Charter*.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

1. The Owner shall keep in good appearance and in good repair as would a reasonable and prudent owner, to the satisfaction of the City, the following interior features in the lobby of the Heritage Building: all surface materials that comprise the walls, floors and ceiling of the lobby, including the pilasters (with capitols) that form the front entry and the awning, as indicated in Development Permit DE409399. Whenever and as often as these interior features are substantially damaged or destroyed, they shall be repaired or replaced as the case shall require.
2. So long as it exists, the Heritage Building is the only building permitted on the Lands.
3. The Owner shall, to the extent that it is available, to satisfaction of the City insure the Heritage Building and its replacements to their full replacement value against all perils including, without limitation damage or destruction by earthquake.
4. To assist the Owner in defraying the cost of rehabilitating and upgrading the Heritage Building as contemplated in the Development Permit and in this agreement, the (DD) Downtown District Schedule of the *Zoning and Development Bylaw* is hereby varied and supplemented in respect of the Lands by assigning to the Lands additional development rights of 20,174 square feet of floor area which additional floor area shall not be built on the Lands, but rather shall be available for transfer to other development site(s), subject to the City’s policies concerning the transferring of density. Provided that as the City permits and perfects the transfer of all or part of the additional 20,174 square feet to other development sites, this agreement shall be deemed to be amended accordingly and the additional development rights assigned to

the Lands shall be deemed to be diminished accordingly. The City may but shall not be required to allow its Development Permit Board to effect transfer of this additional 20,174 square feet of floor area in the manner set out in section 595A of the *Vancouver Charter*. Without limiting the generality of the foregoing, in the event that City Council considers the same to be necessary, the recipient site(s) shall, prior to receiving such additional development rights, be rezoned so as to accommodate such additional development (density) rights.

5. The City shall not be obliged to issue any permit or give any permission contrary to the terms of this agreement. The City may enforce this agreement by mandatory and prohibitory injunctions. In any action to enforce this agreement, the City shall be entitled to court costs on a solicitor and own client basis.

6. The Owner releases the City and the City's officers, elected or appointed officials, employees and agents from and covenants to indemnify and save harmless the City from and against all liability or any injuries, damages, losses (including business, economic or indirect losses), claims, demands, actions, judgments and expenses resulting from, or that would not or could not have occurred "but for" or in any way connected to this agreement. This release and indemnity will survive termination of this agreement.

7. The Owner agrees that supplementing the zoning of the Lands by assigning to the Lands an additional 20,174 square feet of floor area which is available for transfer to other development sites is full and fair compensation for the restrictions and obligations on the Owner by this agreement and the Owner waives and renounces all claims for further or other compensation by reason of this agreement.

8. The Owner agrees that supplementing the zoning of the Lands by assigning to the Lands and additional 20,174 square feet of floor area which is available for transfer to other development sites is full and fair compensation for any reduction in the market value of the Lands and/or the Heritage Building which may result from Vancouver City Council causing a heritage designation by-law concerning certain fixtures, fittings and interior spaces of the Heritage Building to be enacted and filed in the Land Title Office in terms substantially consistent with this agreement and the Owner waives and renounces all claims for further or other compensation by reason of any such heritage designation by-law.

9. Nothing in this agreement gives express or implied permission to subdivide by way of strata plan and nothing in this agreement precludes subdivision by way of strata plan. If the Owner wishes to subdivide the Lands and the Heritage Building by way of strata plan, the Owner shall apply to the City for such permission in the usual way.

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

11. Nothing in this agreement gives the City an interest in the fee of the soil of the Lands or the subdivided parts thereof.

12. This agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this agreement shall enure to the benefit of and be binding upon the City and its successors and assigns and this agreement shall charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all subdivided parts thereof and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors PROVIDED THAT, following subdivision of the Lands this agreement shall be read and shall apply such that the Owner and the respective successors in title to the Owner of the respective subdivided parts shall only be bound to perform and observe the Owner's obligations herein so far as the same apply to the subdivided part in which the Owner or the successor has and interest and only for so long as the Owner or the successor holds such interest AND following subdivision of the Lands by strata plan this agreement shall charge and run with each strata lot and enure to the benefit of and be binding upon the owners from time to time of the strata lots and all parties claiming through such owners and their respective heirs, executors, administrators, trustees, and successors and this agreement shall enure to the benefit of and be binding upon the strata corporation so far as concerns the common property of such strata plan.

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

In Witness whereof the parties have signed these presents as hereunder shown:

Execution Date
Y M D

Officer:

Party:

LOTTE AND JOHN HECHT MEMORIAL FOUNDATION by its authorized signatories:

(as to both signatures) 06

Sign & Print Name:

Signa & Print Name:

CITY OF VANCOUVER by its Authorized Signatory:

Doug Long, Solicitor
453 West 12th Avenue
Vancouver BC V5Y 1V4
Tel: 604-871-6924 06

Frances J. Connell/Graham P. Johnsen

Approved by By-law No. _____

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
re 736 Granville Street**

After the public hearing on April 18, 2006, Council approved a recommendation to designate a building at 736 Granville Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
September 12, 2006

736 Granville Street

BY-LAW NO. _____



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

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

1. Council considers that the real property described as:

Interior lobby including
all surface materials that
comprise the walls, floors
and ceiling of the lobby,
pilasters, with capitols,
that form the front entry
and the awning, as
indicated in development
permit DE409399
(Vancouver Block)

736 Granville Street,
Vancouver, BC

PID: 015-468-011, Lot 7
PID: 015-468-020, Lot 8
PID: 015-468-038, Lot 9

Block 53, District Lot 541
Plan 210

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 _____, 2006

Mayor

City Clerk

EXPLANATION**A By-law to amend I-2 and M-2 Industrial Zones
re miscellaneous text amendments**

After the public hearing on June 13, 2006, Council resolved to amend the I-2 and M-2 Industrial Zones to permit miscellaneous text amendments. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 12, 2006

BY-LAW NO. _____



A By-law to amend
Zoning and Development By-law No. 3575

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. To Section 2, under the heading “Retail Uses”, after “Grocery or Drug Store”, Council adds:

“Limited Service Food Establishment, which means the use of premises for the primary purpose of selling, or selling and serving, prepared food to the public during all hours of operation, where the premises include not more than 16 indoor or outdoor seats for customers consuming food purchased on the premises, but where customers may also purchase food for take-out, and where live entertainment is not available;”.

3. From section 3.2.C of the I-2 District Schedule, Council strikes out:

- “
- Billiard Hall.
 - Bingo Hall.
 - Bowling Alley.
 - Casino - Class 1.
 - Club.
 - Fitness Centre.
 - Hall.
 - Rink.
 - Swimming Pool.
 - Theatre.”

4. From section 3.2.I of the I-2 District Schedule, Council strikes out:

- “
- Church.
 - School - Elementary or Secondary.
 - School - University or College.”

5. From section 3.2.R of the I-2 District Schedule, Council strikes out:
- (a) “ • Liquor Store.”; and
 - (b) “ • Retail Store.”, and substitutes:
 - “ • Retail Store, but limited to:
 - Retail Store for the renting of merchandise in which the exclusive use of at least 50% of the floor area is for the storage of inventory.
 - Limited Food Service Establishment.
 - convenience store, in conjunction with a Gasoline Station - Full Serve or Gasoline Station - Split Island.
 - Accessory Retail Use.”
6. From section 3.2.S of the I-2 District Schedule, Council strikes out:
- “ • Barber Shop or Beauty Salon.
 - Drive-through Service.
 - Neighbourhood Public House.
 - Restaurant - Drive-in.
 - School - Arts or Self-Improvement.
 - School - Business.”
7. From section 4.7.1 of the I-2 District Schedule, Council:
- (a) at the end of subsection (d), strikes out “and”;
 - (b) at the end of subsection (e), strikes out the period, and substitutes a semi-colon; and
 - (c) after subsection (e), adds:
 - “(f) the floor area in convenience store in conjunction with a Gasoline Station - Full Serve or Gasoline Station - Split Island use must not exceed 200 m² per site; and
 - (g) the floor area in Restaurant - Class 1 use must not exceed 300 m².”
8. From section 3.2.C of the M-2 District Schedule, Council strikes out:
- “ • Club.
 - Fitness Centre.
 - Hall.
 - Rink.”

9. From section 3.2.I of the M-2 District Schedule, Council strikes out:

- “ • Child Day Care Facility.
- Church.
- School - Elementary or Secondary.
- School - University or College.”

10. From section 3.2.R of the M-2 District Schedule, Council strikes out:

(a) “• Furniture or Appliance Store.
• Liquor Store.”;

(b) “• Retail Store.”, and substitutes:

“ • Retail Store, but limited to:

- Retail Store for the renting of merchandise in which the exclusive use of at least 50% of the floor area is for the storage of inventory.
- Limited Food Service Establishment.
- convenience store, in conjunction with a Gasoline Station - Full Serve or Gasoline Station - Split Island.
- Accessory Retail Use.”; and

(c) “• Vehicle Dealer.” and substitutes:

“• Vehicle Dealer, in conjunction with Motor Vehicle Repair Shop.”

11. From section 3.2.S of the M-2 District Schedule, Council strikes out:

- “• Auction Hall.
- Barber Shop or Beauty Salon.
- Drive-through Service.
- Funeral Home.
- Neighbourhood Public House.
- Restaurant - Drive-in.”

12. From section 4.7.1 of the M-2 District Schedule, Council:

(a) at the end of subsection (b), strikes out “and”;

(b) at the end of subsection (c), strikes out the period, and substitutes a semi-colon;
and

(c) after subsection (c), adds:

“(d) the floor area in convenience store in conjunction with a Gasoline Station - Full Serve or Gasoline Station - Split Island use must not exceed 200 m² per site; and

(e) the floor area in Restaurant - Class 1 use must not exceed 300 m².”

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 5825 Carnarvon Street**

On July 13, 2006, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 5825 Carnarvon Street pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that there are no prior-to conditions, a public hearing is not necessary because the HRA does not affect use or density, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
September 12, 2006

5825 Carnarvon Street



BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic address of 5825 Carnarvon Street, and the following legal description:

PID: 014-120-445
Lot 32
Blocks 1 to 3
District Lot 321
Plan 1987

contains a heritage building listed on the Vancouver Heritage Register as a Category C 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 , 2006

Mayor

City Clerk

THIS AGREEMENT dated for reference the ____ day of _____, 2006,

BETWEEN:

ANTHONY WILLIAM RYAN
5825 Carnarvon Street, Vancouver
British Columbia, V6N 1J5

(the "Owner")

OF THE FIRST PART

AND:

CITY OF VANCOUVER,
453 West 12th Avenue, Vancouver,
British Columbia, V5Y 1V4

(the "City")

OF THE SECOND PART

WHEREAS:

A. The Owner is the registered owner of all and singular that certain parcel or tract of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

City of Vancouver

Parcel Identifier: 014-120-445
Lot 32
Blocks 1 to 3
District Lot 321
Plan 1987

(the "Lands");

B. The Lands are within the RS-5 District of the City's Zoning and Development By-law;

C. Presently situate on the Lands is an older one-family dwelling known as the "Simpson House" listed in Category "C" on the Vancouver Heritage Register. This older residential building (and each replacement thereof, from time to time) is herein called the "Heritage House";

D. The Owner is desirous of subdividing the Lands so as to create two separate lots. The subdivision shall be approximately as proposed in the diagram attached (the "Diagram"). The northerly of the two lots created by such subdivision is herein called the "North Lot" and the southerly of the two lots created by such subdivision is herein called the "South Lot". The Heritage House will sit fully within the North Lot;

E. The South Lot will be a vacant building site on which, at such time as determined by the Owner of the South Lot, a new one-family dwelling ("New House") may be built on the South Lot in compliance the applicable zoning requirements at such time;

F. Because the proposed subdivision does not comply with the requirements of the Zoning and Development By-law, it is necessary, on the terms and conditions set out in this Agreement, to, with respect to the Lands amend the RS-5 District Schedule of the Zoning and Development By-law; and

G. By Section 592 of the *Vancouver Charter*, a heritage revitalization agreement may allow variations of and supplement to provisions of, among others, the Zoning and Development By-law.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the sum of Ten Dollars (\$10.00) now paid by the City to the Owner and vice versa and for other good and valuable consideration (the receipt and sufficiency of which the Owner and the City hereby acknowledge) the Owner and the City each covenant, promise and agree with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

1. The Owner shall be permitted to subdivide the Lands as shown on the Diagram attached.

2. To permit the Owner to lawfully subdivide the Lands and retain the Heritage House, it is agreed that:

(a) as to the North Lot:

(i) sections 4.4.1 to 4.4.3 (front yard) of the RS-5 District Schedule of the City's Zoning and Development By-law are hereby deleted and replaced with the following:

"A front yard with minimum depth of 2.95 metres shall be provided.";

(ii) sections 4.5.1 to 4.5.2 (side yard) of the RS-5 District Schedule of the City's Zoning and Development By-law are, with respect to the west side yard, hereby deleted and replaced with the following:

“The west side yard shall have a minimum width of not less than 1.3 metres.”; and

- (iii) section 4.6.1 (rear yard) of the RS-5 District Schedule of the City’s Zoning and Development By-law is hereby deleted and replaced with the following:

“A rear yard with a minimum depth of 5.1 metres shall be provided, measured from the rear property line to the south end of the deck, and a minimum depth of 10.7 metres from the rear property line to the Heritage House.”; and

- (iv) section 4.16.2 (building depth) of the RS-5 District Schedule of the City’s Zoning and Development By-law is hereby deleted and replaced with the following:

“The maximum building depth inclusive of the rear deck shall not exceed 66.3 percent of the depth of the site, and exclusive of the rear deck the maximum building depth shall not exceed 40 percent of the depth of the site.”; and

- (b) as to the South Lot:

- (i) sections 4.4.1 to 4.4.3 (front yard) of the RS-5 District Schedule of the City’s Zoning and Development By-law are hereby deleted and replaced with the following:

“The front yard shall have a minimum depth of 3.2 metres.”;

- (ii) section 4.6.1 (rear yard) of the RS-5 District Schedule of the City’s Zoning and Development By-law is hereby deleted and replaced with the following:

“A rear yard with a minimum depth of 10.4 metres shall be provided, measured from the rear property line.”;

- (iii) section 4.8.1 (site coverage) of the RS-5 District Schedule of the City’s Zoning and Development By-law is hereby deleted and replaced with the following:

“The maximum site coverage for buildings shall not exceed 47 percent of the site area.”; and

- (iv) section 4.8.4 of the RS-5 Schedule of the City's Zoning and Development By-law shall be amended by, in the first line, replacing "60 percent" with "70 percent".
- 3. The Owner shall keep the structure of the Heritage House in good repair and shall keep the exterior of the Heritage House in good appearance and in good repair.
- 4.
 - (a) If the Heritage House is damaged, it shall be repaired if lawful and economic and if not, it shall be replaced. In determining whether it is economic to repair the Heritage House, the parties will consider only land economic factors including the cost of repair, the cost of constructing a replacement building to be constructed as required by this agreement and the market value of a replacement building after the completion of such repair. If the parties cannot agree on whether it is economic to repair the Heritage House, such question may be determined by arbitration as provided herein. If the parties or the arbitrator agree that it is uneconomic to repair the Heritage House, or if the Heritage House is destroyed, the Owner shall only be permitted to build on the Lands a building of similar massing, height and proportions as the original Heritage House and being sufficiently consistent in style and character so as to provide continuity in the heritage components of the Heritage House. A replacement for the Heritage House must account for elements such as the wood shingle cladding on the upper floors and lap siding on the main floor, the full width front porch, the rustic brick chimney and the double hung windows with multi-pane upper sashes. Consideration may be made to locate such a replacement closer to Carnarvon Street than presently is the case with the original Heritage House, subject to compliance with the applicable zoning requirements at such time, but not to be less than the front yard depth for the South Lot as prescribed in this agreement.
 - (b) All disputes arising from section 4 of this agreement shall be determined by arbitration. Within thirty (30) days following written notice of the dispute by either party to the other, such dispute shall be referred to a single arbitrator to be chosen by the Owner and the City, provided that if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom shall be chosen by the Owner, one (1) of whom shall be chosen by the City and the third by the two (2) so chosen and the third arbitrator so chosen shall be the chairman. If the arbitrators(s) conclude that any provision herein is vague, ambiguous, uncertain, imprecise or otherwise defective by reason of the language used or by reason of error or omission, the arbitrator(s) shall cure same by interpreting this agreement so as to avoid such vagueness, ambiguity, uncertainty, imprecision, defect, error or omission and give full effect to the intention of the parties. The award will be made by the majority of the arbitrators. If within fifteen (15) days or such extended time as the parties may agree upon, a party who has been notified of a dispute fails to

appoint an arbitrator or the two (2) arbitrators appointed by the parties do not agree upon a third arbitrator, then the party or parties not in default may apply to the British Columbia International Commercial Arbitration Centre or, if a successor thereto does not exist at such time, to a Judge of the Supreme Court of British Columbia for the appointment of an arbitrator to represent the party or parties in default or a third arbitrator or both of such arbitrators. The costs of the reference and award shall be in the discretion of the arbitrators who may direct to and by whom and in what manner those costs or any part thereof shall be paid and may tax or settle the amount of the costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to the matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* of British Columbia, as amended or re-enacted from time to time, shall apply.

5. The Owner may not alter the appearance of, or reconfigure the exterior of the Heritage House except as may be permitted by a heritage alteration permit and the terms, requirements and conditions thereof, and except as contemplated in the City of Vancouver Development Building Permit DB421655.

6. The design of the New House and any alterations to the New House and landscape design shall comply with the applicable design guidelines for the RS-5 District of the City's Zoning and Development By-law as adopted by the City's council from time to time. Compliance with the said guidelines shall be determined by the Director of Planning, who may consider input from any relevant advisory body. The relevant context for the design of the New House, in the context of the surrounding streetscape, shall be the Heritage House and the design of the New House shall respond to any one or more of the architectural elements of the Heritage House.

7. Although the Owner is not required to insure the Heritage House, the City encourages the Owner to do so because, as the Owner agrees, the want of insurance coverage shall not relieve the Owner of its obligations herein to repair and replace the Heritage House.

8. The City may affix a commemorative plaque to either the Heritage House or the gates or the fencing or elsewhere on the perimeter of the North Lot which bears witness to the historical and architectural significance of the Heritage House and the Owner agrees to refrain from obscuring, defacing or removing same. For an interpretive heritage plaque, the Owner shall have the opportunity to review the text and agree to the wording.

9. The City shall not be obliged to issue any permit or give any permission contrary to the terms of this agreement. The City may enforce this agreement by mandatory and prohibitory injunctions. In any action to enforce this agreement the City shall be entitled to court costs on a solicitor and own client basis.

10. The Owner agrees that the by-law variations effected by this agreement are full and fair compensation for the obligations and restrictions on the Owner by this agreement and the Owner waives and renounces all claims for further or other compensation by reason of this agreement and the Owner further agrees such by-law variations are full and fair compensation for any reduction in the market value of the Lands and/or its improvements.
11. Nothing in this agreement gives the City an interest in the fee of the soil of the Lands or the subdivided parts thereof.
12. Nothing in this agreement gives express or implied permission for or forbids subdivision by strata plan.
13. Following subdivision of the Lands as herein contemplated, this agreement may be separately amended or terminated in respect of the North Lot by written agreement of both the City and the owner of the North Lot without the consent of the owner of the South Lot and *vice versa*.
14. This agreement continues in full force and effect until such time, if ever, as it may be lawfully ended.
15. This agreement shall enure to the benefit of and be binding upon the Owner and his heirs, executors, administrators and trustees and all parties claiming through them and this agreement shall enure to the benefit of and be binding upon the City and its trustees, successors and assigns. This agreement shall charge and run with the Lands and enure to the benefit of and be binding upon the owner from time to time of the Lands and his respective heirs, executors, administrators, trustees and successors and all parties claiming through them; provided that upon and after the subdivision of the Lands into the North Lot and the South Lot this agreement shall be read and shall apply separately to each of the North Lot and the South Lot such that the Owner and each successor in title to the Owner shall only be bound to perform and to observe the Owner's obligations herein as they apply to the lot in which the owner or the successor in title holds an interest and then only for so long as the Owner or the successor in title holds such interest.

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

In Witness whereof the parties have signed these presents as hereunder shown:

Execution Date
Y M D

Officer:

Party:

06

ANTHONY WILLIAM RYAN

CITY OF VANCOUVER by its
Authorized Signatory:

Doug Long, Solicitor
453 West 12th Avenue
Vancouver BC V5Y 1V4
604-873-71-6924

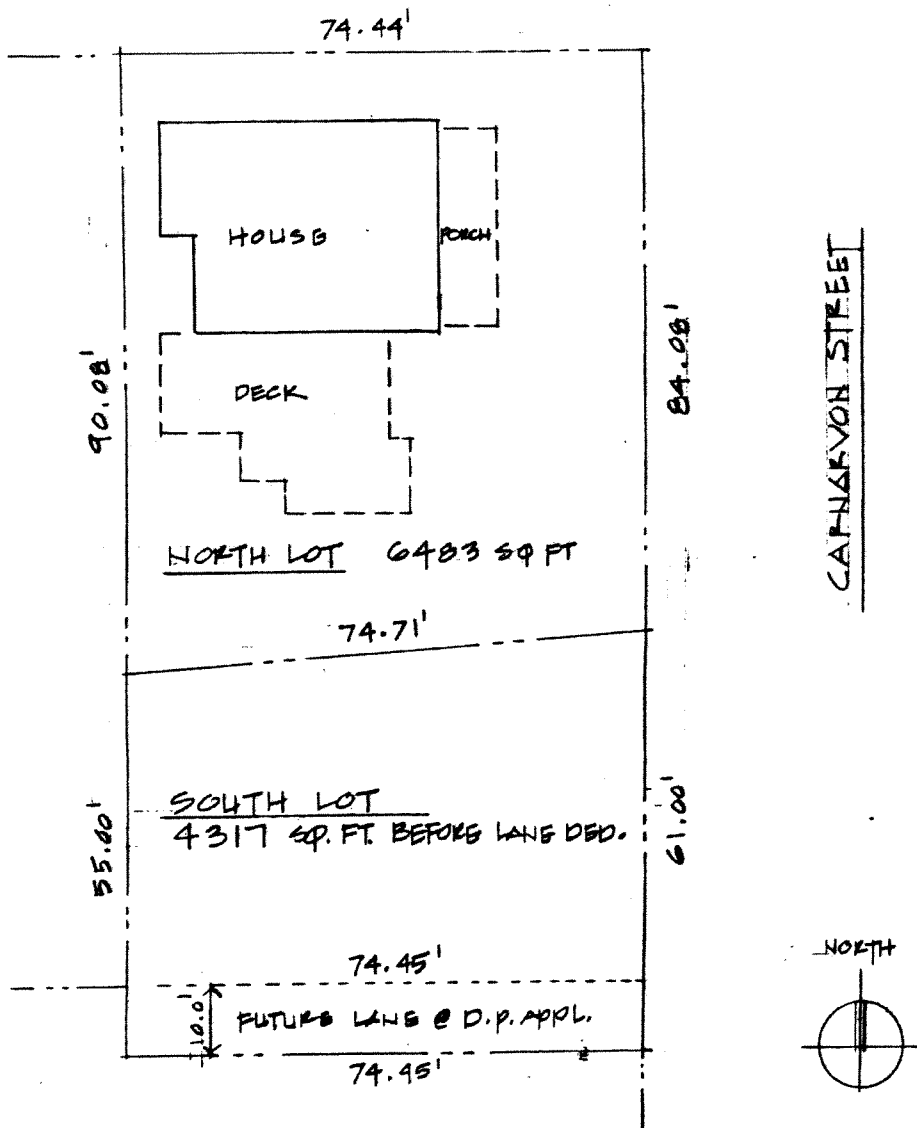
06

Frances J. Connell/Graham P. Johnsen

Approved by By-law No. _____

SUBDIVISION DIAGRAM

PROPOSED SUB-DIVISION @ 5825 CARNARVON
WEST 42ND AVENUE



MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

**BANK OF BRITISH COLUMBIA (the "Chargeholder")
Holder of Mortgage N22493 (the "Charge")
charging Lot 32 Blocks 1 to 3 District Lot 321 Plan 1987 (the "Lands")**

For One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby approve, join in and consent to the granting of the Heritage Revitalization Agreement (the "Encumbrance") attached, and consent and agree that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

Execution Date
Y M D

Officer:

Party:

**BANK OF BRITISH COLUMBIA
by its Authorized Signatories:**

06

sign and print name

sign and print name

END OF DOCUMENT

EXPLANATION**2007 Real Property Tax Interest on Arrears**

The attached by-law will implement Council's resolution of September 12, 2006 to set the interest rate for delinquent real property taxes for 2007 at 10%.

Director of Legal Services
September 12, 2006

BY-LAW NO. _____



**A By-law to provide for the imposition of interest
on delinquent property taxes for 2007**

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

1. The name of this By-law, for citation, is the "2007 Real Property Tax Interest By-law".
2. All real property taxes that are or become delinquent after December 31, 2006 are to bear interest at the rate of 10% per annum compounded annually.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2006

Mayor

City Clerk

EXPLANATION**Local Improvement Procedure By-law**

Because of the very minor nature of these housekeeping amendments, no report preceded this By-law. The first correction is to a cross-referenced number, and the second correction is to re-instate a percentage of 25% as the limit on a contribution for a sidewalk charge on special grounds. Prior Councils had not intentionally approved any change from 25% to 5%. It was just a typographical error that occurred during an amendment to the By-law in 2004, and that has had no consequences since.

Director of Legal Services
September 12, 2006

B.

BY-LAW NO. _____

**A By-law to amend the Local Improvement Procedure By-law
regarding minor housekeeping amendments**

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

1. From section 3.15 of the Local Improvement Procedure By-law, Council, from:
 - (a) subsection (b), strikes out "3.13", and substitutes "3.14"; and
 - (b) the paragraph that follows subsection (b), strikes out "5", and substitutes "25".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2006

Mayor

City Clerk