

EXPLANATION**2007 Building By-law**

The attached by-law will implement Council's resolution of November 14, 2006 to adopt the 2006 British Columbia Building Code, amended to reflect "Unique to Vancouver Requirements", as the 2007 Building By-law, and will come into force and take effect on May 1, 2007.

Please note that the face page of the by-law is numbered "iii", and that the attachment to the by-law contains several blank pages that do not have numbers with the result that the numbering of the printed pages is not sequential. The reasons are that the Queen's Printer has prepared this by-law, and, in the eventual printed and consolidated version, there will be two pages - "i" and "ii" - that appear before the face page of the by-law but that do not form part of the formal by-law that Council enacts, and that the blank pages represent transition pages between Parts of the by-law, and will have page numbers in the eventual printed and consolidated version. These page number differences do not affect the legality of the by-law.

Director of Legal Services
January 30, 2007



BY-LAW NO. _____

A By-law to regulate the construction of buildings and related matters and to adopt the British Columbia Building Code

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

Adoption of Building Code

1. Council adopts the 2006 British Columbia Building Code established under Ministerial Order No. M166, to the extent and subject to the changes set out in the attachment to this By-law, which attachment forms part of this By-law.

Name of By-law

2. The name of this By-law, for citation, is the "Building By-law".

Table of contents

3. Any table of contents set out in this By-law is for convenient reference only, and is not for use in interpreting or enforcing this By-law.

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.

Repeal

5. Council repeals By-law No. 8057 except only to the extent that Section 3.3 of Part 3 of Division C in the attachment to this By-law applies.

Force and effect

6. This By-law is to come into force and take effect on the 1st day of May, 2007.

ENACTED by Council this _____ day of _____, 2007.

Mayor

City Clerk

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EXPLANATION

**A By-law to amend the Zoning and Development By-law
re 2999 Grandview Highway**

After the public hearing on July 11, 2006, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 2999 Grandview Highway. 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
January 30, 2007

2999 Grandview Highway

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-582(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (453).

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 (453) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Brewing or Distilling, Chemicals or Chemical Products Manufacturing - Class B, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Metal Products Manufacturing - Class B, Miscellaneous Products Manufacturing - Class B, Motor Vehicle Parts Manufacturing, Non-metallic Mineral Products Manufacturing - Class B, Paper Manufacturing, Paper Products Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, Transportation Equipment Manufacturing, and Wood Products Manufacturing - Class B;
- (b) Office Uses, limited to General Office, but not including offices of accountants, lawyers, notaries public, and real estate, advertising, insurance, travel and ticket agencies;

- (c) Retail Uses, limited to Furniture or Appliance Store, Gasoline Station - Full Serve, Gasoline Station - Split Island, Retail Store, and Vehicle Dealer;
- (d) Service Uses, limited to Animal Clinic, Auction Hall, Catering Establishment, Laboratory, Laundry or Cleaning Plant, Motor Vehicle Repair Shop, Motor Vehicle Wash, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop; Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, School - Vocational or Trade, Sign Painting Shop, and Work Shop;
- (e) Transportation and Storage Uses, limited to Cold Storage Plant, Mini-Storage Warehouse, Packaging Plant, Storage Warehouse, Storage Yard, Taxicab or Limousine Station, Truck Terminal or Courier Depot, Weighing or Inspection Station, and Works Yard;
- (f) Utility and Communication Uses, limited to Public Utility, Radiocommunication Station, and Recycling Depot;
- (g) Wholesale Uses, limited to Cardlock Fuel Station, Junk Yard or Shop, Lumber and Building Materials Establishment, Wholesaling - Class A, and Wholesaling - Class B; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 2.2, except that:
 - (i) the total area of all accessory uses must not exceed 33 1/3% of gross floor area of the principal and accessory uses combined, and
 - (ii) a wall must separate the floor area in accessory uses accessible to the general public from the floor area in other uses.

Conditions of use

3.1 Each retail store and furniture or appliance store must consist of at least 929 m² of gross floor area.

3.2 Despite section 2.2, a use must not include:

- (a) except for transportation and storage uses approved by development permit, the bulk storage, pending distribution off site, of explosives, fireworks, ammunition, matches, flares, radioactive material, coal tar products or derivatives, or, except for a gasoline station - full serve or gasoline station - split island, compressed gas or petroleum;
- (b) the bulk storage, other than wholly within a completely enclosed building or suitably contained for distribution off-site, of lime, fertilizer, toxic or corrosive chemicals or acids, flammable liquids or solids, scrap or junk, rags or cotton waste, fungicides, herbicides or pesticides, paint, varnish, oil shellac or turpentine, grain, hops or sugar, fish, fish oil or meal, animal oil or fat, or vegetable oil;

- (c) except for an animal clinic, laboratory or retail store, the keeping of live animals; or
- (d) except for a gasoline station - full serve, the storage of goods or materials other than within a completely enclosed building unless a suitable fence or wall restricting public access encloses the yard or portion of the yard containing the goods or materials.

Density

4.1 Computation of floor area must assume that the site includes all parcels to which this By-law applies, and consists of 5 859 m², being the site size 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 combined must not exceed 0.56.

4.3 All general office uses, combined, must not exceed the greater of 235 m² or 33 1/3% of the total gross floor area of all principal and accessory uses combined.

4.4 Computation of floor space ratio must include all floors of all buildings, including accessory buildings, both above and below ground, measured to the extreme outer limits of the building.

4.5 Computation of floor space ratio must exclude:

- (a) 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:
 - (i) are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length, or
 - (ii) are above base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, except that the maximum exclusion for a parking space must not exceed 7.3 m in length; and
- (b) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause is not to apply to walls in existence before March 14, 2000.

Building height

5.1 The building height, measured above base surface, must not exceed 9.0 m.

Setbacks

6.1 Despite anything to the contrary in Schedule C to the Zoning and Development By-law, the depth of the setback for landscaping, with respect only to the building existing on the date of enactment of this By-law, for long as it includes furniture or appliance store use, must not be less than 3.0 m along Grandview Highway for the width of the site and measured from the street line for Grandview Highway adjacent to the site.

6.2 With respect to any building and use other than that mentioned in section 6.1, Schedule C of the Zoning and Development By-law applies.

Parking, loading, bicycle, and passenger spaces

7. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, bicycle spaces, and passenger spaces, all as defined under the Parking By-law, except that a furniture or appliance store use within the building that exists on the date of enactment of this By-law requires at least 50 parking spaces, one Class B loading space, and one Class C loading space.

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.

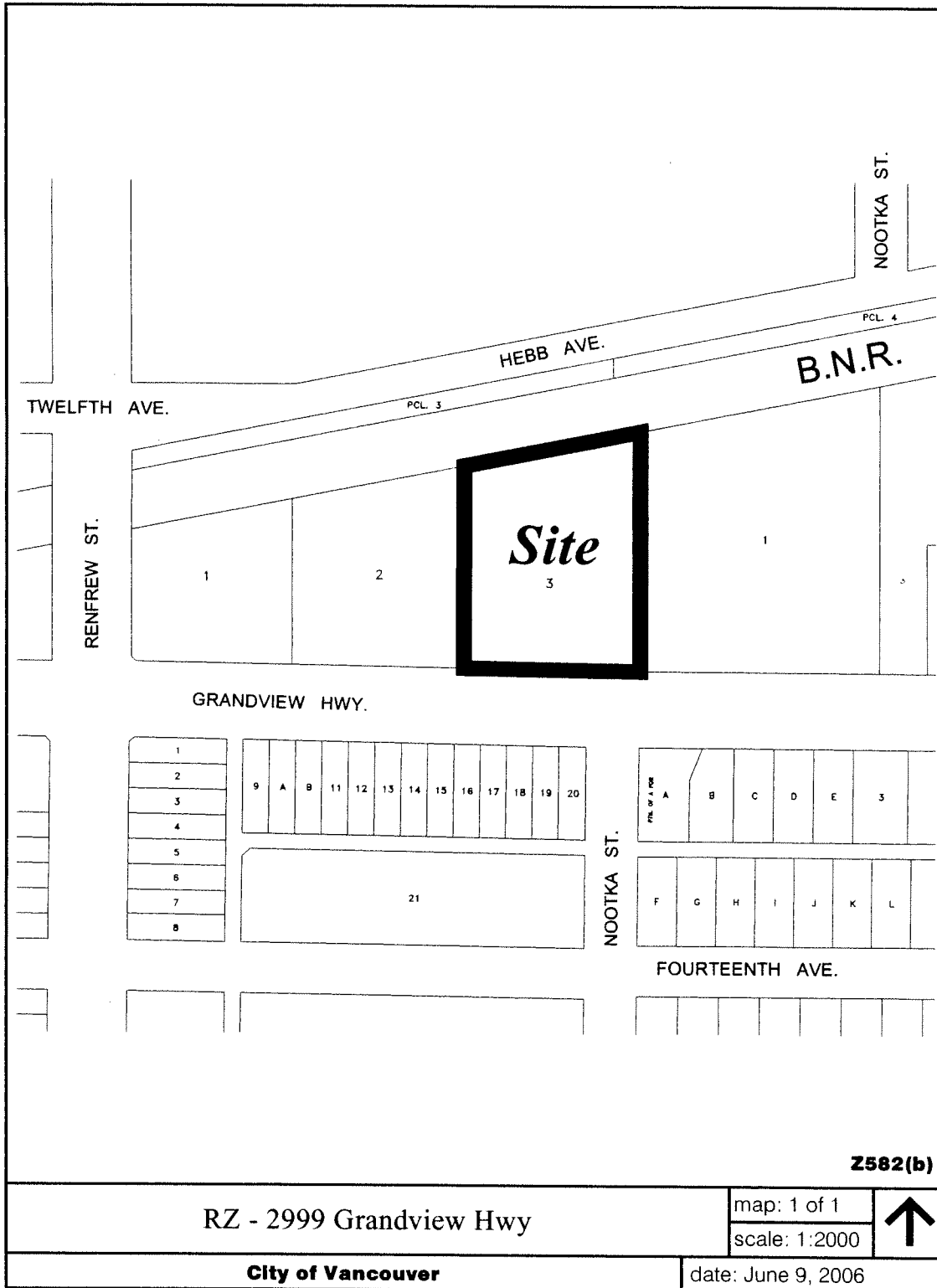
Force and effect

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

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk



TWELFTH AVE.

HEBB AVE.

NOOTKA ST.

PCL 4

B.N.R.

PCL 3

RENFREW ST.

Site

GRANDVIEW HWY.

NOOTKA ST.

FOURTEENTH AVE.

Z582(b)

RZ - 2999 Grandview Hwy

map: 1 of 1

scale: 1:2000



City of Vancouver

date: June 9, 2006

EXPLANATION**A By-law to amend the Sign By-law
re 2999 Grandview Highway**

After the public hearing on July 11, 2006, Council resolved to amend the Sign By-law for 2999 Grandview Highway. 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
January 30, 2007

2999 Grandview Highway



BY-LAW NO. _____

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

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

1. To the end of Schedule E of the Sign By-law, in the appropriate columns, Council adds:
"2999 Grandview Highway CD-1(453) B (1-2)".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION**A By-law to amend CD-1 By-law No. 7820
re 1762 Davie Street**

After the public hearing on December 12, 2006, Council resolved to amend this CD-1 By-law to provide an exemption in height limitation to enable accessibility to roof top decks and an exclusion in FSR to allow supportive structures. 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
January 30, 2007



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7820

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

1. This By-law amends the indicated provisions of CD-1 By-law No. 7820.
2. In section 3.4, Council:
 - (a) from the end of subsection (a), strikes out “and”;
 - (b) from the end of subsection (b), strikes out “.”, and substitutes “; and”; and
 - (c) after subsection (b), adds:

“(c) structures such as pergolas, trellises, and tool sheds that support the use of intensive green roofs and urban agriculture.”
3. In section 4, Council:
 - (a) inserts “4.1” at the beginning of the sentence; and
 - (b) after section 4.1, adds:

“4.2 Section 10.11 of the Zoning and Development By-law is to apply to this By-law, except that if:

 - (a) in the opinion of the Director of Planning or Development Permit Board, higher structures such as elevator and lobby enclosures, stairwells, guard rails not exceeding the minimum height specified in the Building By-law, pergolas, trellises, or tool sheds that provide accessibility to common roof amenity areas do not unduly harm the liveability and environmental quality of the surrounding neighbourhood; and
 - (b) the Director of Planning or Development Permit Board first considers:
 - (i) all applicable policies and guidelines adopted by Council,
 - (ii) the submission of any advisory group, property owner, or tenant, and

- (iii) the effects on public and private views, shadowing, privacy, and open spaces;

the Director of Planning or Development Permit Board may allow a greater height for any such structure, and may allow guard rails to exceed one-third the width of the building as measured on any elevation drawings.”

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.

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

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 8439
re 1128 West Hastings Street**

After the public hearing on September 26, 2006, Council resolved to amend this CD-1 By-law to permit a small increase in floor space ratio. The Director of Planning has advised that all prior-to conditions have been fulfilled, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
January 30, 2007

1128 West Hastings Street

BY-LAW NO. _____



A By-law to amend CD-1 By-law No. 8349

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

1. From section 3.1 of By-law No. 8349, Council strikes out "7.86", and substitutes "7.92".
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 _____, 2007

Mayor

City Clerk

EXPLANATION**Parking By-law
Relaxation and Payment-in-Lieu
412 Carrall Street**

On September 12, 2006, Council approved a recommendation to accept \$29,000.00 in return for the waiver of the requirement to provide six off-street parking spaces at 412 Carrall Street.

The Director of Finance has verified that the money has been received, and Council may now enact the attached by-law to implement Council's resolution and effect the waiver.

Director of Legal Services
January 30, 2007

412 Carrall Street

BY-LAW NO. _____



A By-law to amend Parking By-law No. 6059

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

1. To Schedule A of the Parking By-law, Council adds:

PID: 003-545-725	2 off-street parking spaces	\$29,000.00
Lot 1		
Block 13		
District Lot 196		
Plan 184		

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

ENACTED by Council this _____ day of _____, 2007

Mayor

City Clerk

EXPLANATION

**Secondhand Dealers and Pawnbrokers By-law
amending by-law re miscellaneous matters**

The attached by-law will implement Council's resolution of November 30, 2006 to amend the Secondhand Dealers and Pawnbrokers By-law regarding picture identification, secondary storage facilities and pawn redemption *to which has been added reporting of the name of the pawn shop.*

Director of Legal Services
January 30, 2007

BY-LAW NO. _____



**A By-law to amend Secondhand Dealers
and Pawnbrokers By-law No. 2807
regarding miscellaneous matters**

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

1. This By-law amends the indicated provisions of the Secondhand Dealers and Pawnbrokers By-law.
2. From section 1.2, Council repeals the definition of “picture identification”, and substitutes:
 - ‘ “picture identification” means:
 - (a) identification issued by the government of Canada or of a province of Canada or a ministry, department, or agency of any such government;
 - (b) driver’s licence issued by the government of a state of the United States or a ministry, department, or agency of any such government; or
 - (c) passport issued by a government of a foreign state recognized by Canada;that is valid, that integrates a picture of the bearer with the identification, and that is not more than five years old;’.
3. Council re-letters subsections (c) to (h) in each of sections 2.2 and 3.2 as subsections (d) to (i) respectively.
4. To each of sections 2.2 and 3.2, after subsection (b), Council adds:
 - “(c) a complete description of the seller including race, hair colour, eye colour, height, and weight;”.
5. In section 2.16, Council:
 - (a) strikes out the period in subsection (b), and substitutes a semi-colon;
 - (b) after subsection (b), adds:
 - “(c) any property in the secondhand dealer’s alternate storage site referred to in section 2.23;
 - (d) the secondhand dealer’s alternate storage site referred to in section 2.23.”

6. To each of subsections (b) and (c) of section 2.18, after “property”, Council adds “, except as permitted by section 2.23”.

7. After section 2.22, Council adds:

“2.23 During the applicable period of time set out in section 2.19, a secondhand dealer may store property away from the secondhand dealer’s premises only if:

- (a) the secondhand dealer does not have sufficient room in the secondhand dealer’s premises to store all the property required to be held under section 2.19;
- (b) the secondhand dealer has only one alternate storage site;
- (c) the location of the storage site is in the city;
- (d) the Chief Constable and Chief License Inspector approve the location of the storage site, which must be at a commercial location and not within a dwelling house;
- (e) the secondhand dealer has a current license under the License By-law for storage of property at the storage site; and
- (f) the secondhand dealer uses the storage site only to store excess property; and
- (g) the storage site is to be subject to the requirements of section 2.16.”

8. After section 3.20, Council adds:

“3.21 If a person redeems property from a pawnbroker, the pawnbroker must notify the Vancouver Police Department Anti-Fencing Unit daily via email to anti-fencing.vpd@vpd.ca, and:

- (a) if the person redeeming the pawn ticket is the person named on that ticket, the email must contain in the subject line or body of the email the name of the pawn shop and pawn ticket number; and
- (b) if a person other than the person named on the pawn ticket redeems the pawn ticket, the email must contain in the subject line or body of the email the name of the pawn shop and name, date of birth, and picture identification type and number of the person redeeming the ticket.”

EXPLANATION

**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 53 West Hastings Street**

After the public hearing on September 26, 2006, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 53 West Hastings 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
January 30, 2007

53 West Hastings Street



BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic address of 53 West Hastings Street, and the following legal description:

City of Vancouver
Parcel Identifier: 015-713-130
Lot 11, Except the East 30 feet,
Block 3
Old Granville Townsite
Plan 168

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 , 2007

Mayor

City Clerk

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

BETWEEN:

SALIENT DEVELOPMENTS (PARIS) LTD.
Suite 6, Goalers Mews, 209 Carrall Street
Vancouver, British Columbia
V6B 4K7

(the "Owner")

AND:

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

(the "City")

WHEREAS:

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

City of Vancouver
Parcel Identifier: 015-713-130
Lot 11, Except the East 30 Feet,
Block 3
Old Granville Townsite
Plan 168

(the "Lands");

B. The Lands are within the DD (sub-area C2) District of the City's *Zoning and Development By-law*;

C. The "Paris Block" Building presently situate on the Lands is listed in Category "B" on the Vancouver Heritage Register. In this agreement the term "Heritage Building" means the "Paris Block" Building;

D. Pursuant to development permit application DE 410397 (development permit application DE 410397 together with all development permits issued pursuant thereto and all amendments, modifications and replacements thereof are collectively called the "Development Permit") the Owner proposes to rehabilitate and upgrade the Heritage Building; 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 (as covenants running with and charging the Lands) with the other pursuant to Section 592 of the *Vancouver Charter* as follows:

1. The Owner shall develop the Lands as contemplated in the Development Permit and as contemplated by this agreement.

2. 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 (sub-area C2) 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 99,061 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 99,061 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 99,061 square feet of floor area in the manner set out in section 595A of the *Vancouver Charter*.

3. The DD (sub-area C2) District Schedule of the City's *Zoning and Development Bylaw* is amended so that section 3.1 of Schedule DD of the Official Development Plan, which is incorporated by reference into such schedule of the *Zoning and Development Bylaw* is, with respect to the Lands only, hereby amended from the current floor space ratio of 5.0 as follows:

The total density for all permitted uses on the Lands shall not exceed a floor space ratio of 6.3.

4. The DD (sub-area C2) District Schedule of the City's *Zoning and Development Bylaw* is amended so that section 3.5 of Schedule DD of the Official Development Plan, which is incorporated into by reference into such schedule of the *Zoning and Development Bylaw* is, with

respect to the Lands only, hereby amended from the current maximum “live-work” density of 3.0 as follows: ³

The density of the live-work use, or residential use combined on the Lands shall not exceed a floor space ratio of 5.98.

5. The Owner shall preserve and protect the Heritage Building as would a reasonable and prudent owner.
6. The Owner shall keep the exterior of the Heritage Building in good appearance and in good repair as would a reasonable and prudent owner.
7. The Owner shall keep the structure of the Heritage Building in good repair as would a reasonable and prudent owner.
8. The Heritage Building is the only building permitted on the Lands.
9.
 - (a) If the Heritage Building 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 Building, 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, the market value of a replacement building after the completion of such repair and the fact that heritage incentives (including bonus density) have been granted herein. If the parties cannot agree on whether it is economic to repair the Heritage Building, 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 Building, or if the Heritage Building 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 Building.
 - (b) All disputes arising from paragraph 9 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 arbitrator(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 costs to be so paid or any part thereof and may award costs to be paid as between solicitor and client. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act of British Columbia*, as amended or re-enacted from time to time, shall apply.

10. The Owner may not alter the appearance of, renovate, reconfigure or replace the Heritage Building (or any part thereof) unless:

- (a) the Owner has, if required by the City (in the City's absolute discretion), applied for and received a heritage alteration permit;
- (b) such alterations, renovations, reconfigurations and replacements (as the case may be) are carried out strictly in accordance with the heritage alteration permit or, if the City has determined that a heritage alteration permit is not required, then strictly in accordance with any permit issued in respect to such alterations, renovations, reconfigurations and replacements (as the case may be); and
- (c) the Owner has complied with the terms and conditions of this agreement.

11. The Owner shall, to the 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.

12. The City may affix a commemorative plaque to the Heritage Building which bears witness to the historical and architectural significance of the Heritage Building and the Owner agrees to refrain from obscuring, defacing or removing same.

13. 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, if successful, be entitled to court costs on a solicitor and own client basis.

14. 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.

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

- (a) the inability of any recipient site to use, in whole or in part, any of the additional development (density) rights that may be transferred pursuant to this agreement whether such inability arises from the decision of the Development Permit Board, City Council, a court of competent jurisdiction, or otherwise; or
- (b) this agreement, except to the extent of any default of the City hereunder.

The indemnity set out in this section 15 shall survive the expiration or earlier termination of this agreement.

16. The Owner hereby releases and discharges the City and its officials, employees, contractors, agents and licensees, from and against all liabilities, actions, statutory or other proceedings, judgements, investigations, claims, losses, loss of profit, damages or consequential damages which may arise or accrue to the Owner by reason of the City or its officials, employees, contractors, agents and licensees, exercising any of its rights under this agreement and, without limiting the generality of the foregoing, resulting from the inability of any recipient site to use, in whole or in part, any of the additional development (density) rights that may be transferred pursuant to this agreement whether such inability arises from the lawful decision of the Development Permit Board or City Council or the decision of a court of competent jurisdiction, or otherwise. The release set out in this section 16 shall survive the expiration or earlier termination of this agreement.

17. Nothing in this agreement gives express or implied permission to subdivide by way of strata plan or air space plan and nothing in this agreement precludes subdivision by way of strata plan or air space plan. If the Owner wishes to subdivide the Lands or the Heritage Building by way of strata plan or air space plan, the Owner shall apply to the City for such permission in accordance with applicable City policies and procedures.

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

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

20. Any notice, approval, consent, request, confirmation, or demand required or permitted under this agreement must be in writing, and the sender must deliver it by prepaid registered mail from any post office in British Columbia, by fax or by personal service addressed to the City as follows:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Fax: 604.871.6119

Attention: Director of Current Planning c/o Heritage Group

with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4
Fax: 604.873.7445

Attention: Director of Legal Services

or to the Company as follows:

Salient Developments (Paris) Ltd.
Suite 6, Goalers Mews, 209 Carrall Street
Vancouver, British Columbia
V6B 4K7
Fax: 604.669.5574

Attention: Robert Fung

or to such other address or fax number in the Province of British Columbia of which either party may notify the other according to the requirements of this section 20. Service will be deemed complete, if made by registered mail seventy-two (72) hours after the date and hour of mailing; if made by faxed transmission on the first business day after the date of transmission; and if made by personal service upon the effecting of such service.

21. This agreement continues in full force and effect until such time, if ever, as it may be lawfully ended.

22. No alleged waiver of any breach of this agreement is effective unless it is an express waiver in writing of the breach in respect of which it is asserted against the party alleged to have given the waiver. No waiver by the City or the Owner of any breach of this agreement operates as a waiver of any other breach of this agreement.

23. If any term of this agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from the rest of this agreement and the rest of this agreement remains in force unaffected by that holding or by the severance of that term.

24. The Owner hereby agrees to execute such further documents and assurances as are required to carry out and more fully effect the intent of this Agreement.

25. If the Lands are subdivided by way of a strata plan:

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

26. 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 (or notice of this agreement by legal notation) 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 parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors.

27. 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:

**SALIENT DEVELOPMENTS (PARIS)
LTD.** by its authorized signatories:

_____ 06
(as to both signatures)

Sign & Print Name:

Sign & Print Name:

CITY OF VANCOUVER by its
Authorized Signatory:

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

Frances J. Connell/Graham P. Johnsen

Approved by By-law No. _____

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

COOPER PACIFIC MORTGAGE INVESTMENT CORPORATION (the "Chargeholder")
Holder of Mortgage BA80842 and Assignment of Rents BA80843 (the "Charge")
charging Lot 11, Except the East 30 Feet, Block 3 Old Granville Townsite Plan 168
(the "Lands")

For Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby 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:

COOPER PACIFIC MORTGAGE
INVESTMENT CORPORATION by
its Authorized Signatories:

(as to both signatures)

06

Sign & Print Name:

Sign & Print Name:

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

COOPER PACIFIC II MORTGAGE INVESTMENT CORPORATION (the "Chargeholder")
Holder of Mortgage BA80844 (the "Charge")
charging Lot 11, Except the East 30 Feet, Block 3 Old Granville Townsite Plan 168
(the "Lands")

For Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby 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:

COOPER PACIFIC II MORTGAGE
INVESTMENT CORPORATION by
its Authorized Signatories:

(as to both signatures)

06

Sign & Print Name:

Sign & Print Name:

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

BBC MORTGAGE INVESTMENT CORP. (the "Chargeholder")
Holder of Mortgage BA80846 and Assignment of Rents BA80847 (the "Charge")
charging Lot 11, Except the East 30 Feet, Block 3 Old Granville Townsite Plan 168
(the "Lands")

For Ten Dollar (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed to by the Chargeholder, the Chargeholder, being the holder of the Charge, hereby 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:

BBC MORTGAGE INVESTMENT
CORP. by its Authorized
Signatories:

(as to both signatures) 06

Sign & Print Name:

Sign & Print Name:

END OF DOCUMENT

EXPLANATION**Heritage Taxation Exemption By-law
re 53 West Hastings Street**

On September 26, 2006, Council approved a heritage taxation exemption for eligible heritage property at 53 West Hastings Street to a value of \$59,260.00 in respect of one commercial strata lot at grade or 10 years, whichever first occurs, and to a value of \$125,339.00 in respect of 29 residential (live-work) strata lots or three years, whichever first occurs.

Director of Legal Services
January 30, 2007

BY-LAW NO. _____



**Heritage Taxation Exemption By-law
for 53 West Hastings Street**

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

1. Council exempts from real property taxation the eligible heritage property legally described as PID: 015-713-130, Lot 11, except the East 30 feet, Block 3, Old Granville Townsite, Plan 168:

- (a) to a value of \$59,260.00 in respect of the commercial strata lot at grade, calculated from and after the commencement date; or
- (b) for 10 years, calculated from and after the commencement date;

whichever first occurs.

2. Council exempts from real property taxation the eligible heritage property legally described as PID: 015-713-130, Lot 11, except the East 30 feet, Block 3, Old Granville Townsite, Plan 168:

- (a) to a value of \$125,339.00 in respect of the 29 residential strata lots (live-work), calculated from and after the commencement date; or
- (b) for three years, calculated from and after the commencement date;

whichever first occurs.

3. If issuance of an occupancy permit for the heritage rehabilitation work authorized under development application number DE410397 occurs:

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

