

EXPLANATION**Mountain View Cemetery By-law amending by-law
regarding fees and charges**

The attached by-law will implement Council's resolution of June 26, 2007 to amend the Mountain View Cemetery By-law to establish or increase fees and charges for cemetery services and products.

Director of Legal Services
July 10, 2007

BY-LAW NO. _____



**A By-law to amend Mountain View
Cemetery By-law No. 8719
regarding fees and charges**

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

1. This By-law amends the indicated provisions and schedules of the Mountain View Cemetery By-law.
2. From each of section 3.6 and 9.3(c), Council strikes out “an administrative fee equal to 25% of the original licence fee”, and substitutes “the licence disposition fee set out in Schedule B”.
3. Council repeals Schedule B, and substitutes for it Schedule B attached to this By-law.
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

SCHEDULE B

**MOUNTAIN VIEW CEMETERY
FEES AND CHARGES**

LICENSE FOR INTERMENT RIGHTS

Columbaria Niche in:

MASONIC/*/MTN VIEW/425W or 439W
MASONIC/*/SEYMOUR/440E or 468E

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 1,800.00 | 200.00 | 2,000.00 |
| Top Row or Second Row from Bottom | 2,070.00 | 230.00 | 2,300.00 |
| Second Row from Top or Third Row from Top..... | 2,340.00 | 260.00 | 2,600.00 |

Columbaria Niche in:

MASONIC/*/MTN VIEW/425E, 426, 439E, 463W, 487W or 495W
MASONIC/*/SEYMOUR/418E, 440W or 468W

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 2,340.00 | 260.00 | 2,600.00 |
| Top Row or Second Row from Bottom | 2,610.00 | 290.00 | 2,900.00 |
| Second Row from Top or Third Row from Top..... | 2,880.00 | 320.00 | 3,200.00 |

Columbaria Niche in:

MASONIC/*/MTN VIEW/414, 447W, 455W, 463E, 470, 471W, 483W, 487E or 495E
MASONIC/*/SEYMOUR/418W

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 2,880.00 | 320.00 | 3,200.00 |
| Top Row or Second Row from Bottom | 3,150.00 | 350.00 | 3,500.00 |
| Second Row from Top or Third Row from Top..... | 3,420.00 | 380.00 | 3,800.00 |

Columbaria Niche in:

MASONIC/*/FOUNTAIN/NW or SW

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 3,150.00 | 350.00 | 3,500.00 |
| Top Row or Second Row from Bottom | 3,420.00 | 380.00 | 3,800.00 |
| Second Row from Top or Third Row from Top..... | 3,690.00 | 410.00 | 4,100.00 |

Columbaria Niche in:

MASONIC/*/MTN VIEW/447E, 455E, 471E, 480 or 483E

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 3,420.00 | 380.00 | 3,800.00 |
| Top Row or Second Row from Bottom | 3,690.00 | 410.00 | 4,100.00 |
| Second Row from Top or Third Row from Top..... | 3,960.00 | 440.00 | 4,400.00 |

Columbaria Niche in:

MASONIC/*/CHESTNUT/495E, 495W, 496E, 496W, 505E, 505W, 515E or 515W
 MASONIC/*/CHESTNUT/522E, 522W, 523E, 523W, 530E, 530W, 531E or 531W
 MASONIC/*/CHESTNUT/539E, 539W, 545E, 545W, 554E, 554W, 564E or 564W
 MASONIC/*/CHESTNUT/572E, 572W, 589E, 589W, 595E, 595W, 596E or 596W
 MASONIC/*/CHESTNUT/610E, 610W, 611E, 611W, 620E, 620W, 621E or 621W
 MASONIC/*/CHESTNUT/630E, 630W, 631E, 631W, 640E, 640W, 641E or 641W
 MASONIC/*/CHESTNUT/650E, 650W, 660E, 660W

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---|---------------------------|------------------|--------------|
| Bottom Row | 3,960.00 | 440.00 | 4,400.00 |
| Top Row or Second Row from Bottom | 4,240.00 | 470.00 | 4,700.00 |
| Second Row from Top or Third Row from Top..... | 4,500.00 | 500.00 | 5,000.00 |

Family Columbaria:

MASONIC/*/MTN VIEW/433, 451 or 477

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|---------------------------|---------------------------|------------------|--------------|
| Use of All 6 Niches | 37,800.00 | 4,200.00 | 42,000.00 |

Family Urn:

MASONIC/*/CHESTNUT/495, 496, 505, 515, 522, 523, 530, 531, 539, 545, or 554
 MASONIC/*/CHESTNUT/564, 572, 589, 595, 596, 610, 611, 620, 621, 630 or 631
 MASONIC/*/CHESTNUT/640, 641, 650 or 660

| | <u>Right of Interment</u> | <u>Care Fund</u> | <u>TOTAL</u> |
|--------------------------------------|---------------------------|------------------|--------------|
| Use of the Interior of the Urn | 28,800.00 | 3,200.00 | 32,000.00 |

INTERMENT

| | |
|---|----------|
| Adult Casket - Single Depth (first interment or prior interment deep) Interment Fee..... | 880.00 |
| Adult Casket - Deep (first interment only) Interment Fee..... | 1,760.00 |
| Child Casket (up to 48" long) Interment Fee..... | 660.00 |
| Infant Casket (up to 24" long) Interment Fee..... | 150.00 |
| Cremated Remains (in-ground) Interment Fee..... | 375.00 |
| Cremated Remains (in-niche) Inurnment Fee | 325.00 |
| Cremated Remains (scattering) Scattering Fee | 275.00 |
| Re-open Grave for Casket (single depth) Interment Fee..... | 1,320.00 |
| Re-open Grave for Casket (deep) Interment Fee..... | 2,200.00 |

MEMORIAL INSTALLATION

| | |
|---|--------|
| Flat Marker (9" x 12" or 10" x 18" or 12" x 20") | |
| Install..... | 110.00 |
| Care Fund Contribution | 85.00 |
| TOTAL | 195.00 |
| Flat Marker (16" x 28" or 18" x 30") | |
| Install..... | 140.00 |
| Care Fund Contribution | 85.00 |
| TOTAL | 225.00 |
| Infant Commemorative Stone | |
| Supply and install | 125.00 |
| Care Fund Contribution | 125.00 |
| TOTAL | 250.00 |

| | |
|---|--------|
| Foundation for memorial or marker (20"x36" foundation) | |
| Supply and Install | 245.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 395.00 |
| Foundation for memorial or marker (20"x42" foundation) | |
| Supply and Install | 345.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 495.00 |
| Foundation for memorial or marker (20"x48" foundation) | |
| Supply and Install | 445.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 595.00 |
| Foundation for memorial or marker (20"x54" foundation) | |
| Supply and Install | 545.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 695.00 |
| Foundation for memorial or marker (20"x60" foundation) | |
| Supply and Install | 645.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 795.00 |
| Foundation for 12" x 20" Lawn Marker (20"x30" foundation) | |
| Supply and Install | 245.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 395.00 |
| Foundation for 18" x 30" Lawn Marker (30"x42" foundation) | |
| Supply and Install | 445.00 |
| Care Fund Contribution | 150.00 |
| TOTAL | 595.00 |
| Niche Inscription..... | 175.00 |
| Replacement Niche (single) | 200.00 |
| Replacement Niche (double) | 300.00 |
| Replacement Niche (triple)..... | 400.00 |

MEMORIAL REMOVAL AND REINSTALLATION or REPLACEMENT

Flat Marker (9" x 12" or 10" x 18" or 12" x 20") Remove and Reinstall 85.00

Flat Marker (16" x 28" or 18" x 30") Remove and Reinstall 110.00

DISINTERMENT AND EXHUMATION

Exhumation - Adult Casket - Single Depth 1,320.00

Exhumation - Adult Casket - Deep..... 2,200.00

Exhumation - Child Casket 880.00

Exhumation - Infant Casket 370.00

Exhumation - Cremated Remains (in-ground) 325.00

OTHER PRODUCTS AND SERVICES

Installation only of Casket Vault or Liner 300.00

Installation only of Cremated Remains Vault or Liner
(> 20 kg or > 36 cm in length or width)..... 110.00

Administration Fee 50.00

License Disposition Fee..... 50.00

EXPLANATION

Authorization to enter into a housing agreement re 412 Carrall Street

On July 11, 2006, Council approved a recommendation to approve a housing agreement for 412 Carrall Street. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services
July 10, 2007

412 Carrall Street

BY-LAW NO. _____



**A By-law to enact a Housing Agreement
for 412 Carrall Street**

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

1. Council authorizes the City to enter into a housing agreement with the owner of certain lands described as PID: 003-545-725, Lot 1, Block 13, District Lot 196, Plan 184, in substantially the form and substance of the housing 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 _____, 200__

BETWEEN:

PHS COMMUNITY SERVICES SOCIETY,
Incorporation No. S-30883
20 West Hastings Street
Vancouver, British Columbia
V6B 1G6

(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 parcel or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

Parcel Identifier: 003-545-725
Lot 1 Block 13 District Lot 196 Plan 184

(the "Lands");

B. The Owner is a society incorporated under the laws of British Columbia and is registered under the laws of Canada as a charity;

C. The Owner has requested to the City that the City permit the Owner to convert the building currently situate on the Lands (the "**Building**") from its current configuration (which provides for seventy (70) Single Room Accommodation By-law ("**SRA**") units to a configuration that permits forty-four (44) residential self-contained SRA units (the "**Dwelling Units**") in the Building; and

D. The City has, agreed on the terms and conditions set out herein, to permit the conversion of the Building as described in recital C of this Agreement.

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 parties hereby acknowledge) the Owner and the City each covenant with the other pursuant to Section 565.2 of the *Vancouver Charter* as follows:

1. In this Agreement the following terms have the definitions now given:
 - (a) **“Agreement”** means this agreement (including the recitals to this Agreement) and all schedules, if any, attached hereto
 - (b) **“Annual Gross Income”** means the total income or payments from all sources received at any time during the past calendar year regardless of whether taxable including wages, salary, Self Employment Net Income, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering;
 - (c) **“Building”** has the meaning set out in recital C of this Agreement;
 - (d) **“Core Need Household”** means a Household whose Annual Gross Income as disclosed by the current Income Statement(s) of the members of the Household is less than the current Vancouver area studio CNIT (if more than one member of the Household, then the sum of the current Income Statement(s));
 - (e) **“CNIT”**, being the **“Core Need Income Threshold”** is the maximum Annual Gross Income from time to time at or below which a Household occupying a particular type of dwelling unit is considered by the provincial government as being in core need. The CNIT is set annually by British Columbia Housing Management Commission (“BCHMC”) for various categories of dwelling units in the different regions of the province. The CNIT for each category of dwelling unit is determined by estimating the average monthly market rental value for accommodation of that type for a provincial region, dividing that average by 0.30 (30% of income), and multiplying the quotient by 12 (months). If the provincial government (through BCHMC or otherwise) ceases to set CNITs annually or at some other regular period acceptable to the City then the City shall set the CNITs annually using the same criteria and methods last employed by the provincial government (through BCHMC);
 - (f) **“Dwelling Units”** has the meaning set out in recital C of this Agreement;
 - (g) **“Household”** means one or more persons who occupy a Dwelling Unit;

- (h) **“Income Statement”** means a written statement of a person’s Annual Gross Income for the preceding calendar year and if the person filed an income tax return, it shall include a true copy of such return as well as Canada Revenue Agency’s assessment of such return. The form of the Income Statement shall be as the City may approve from time to time;
- (i) **“Lands”** has the meaning set out in recital A of this Agreement;
- (j) **“Qualified Resident”** means:
 - (i) a Household, all the members of which, receive income assistance from the Province of British Columbia; or
 - (ii) a Core Need Household;
- (k) **“Self Employment Net Income”** means the total income or payments received from all sources for the calendar year resulting directly or indirectly from self employment activities less the total costs and expenses legitimately incurred in undertaking such self employment activities as allowed by the income tax laws, regulations and authority; and
- (l) **“Term”** means the term of this Agreement being a period of sixty (60) years commencing on the day that notice of this Agreement is submitted for registration (as a legal notation) in the Land Title Office.

2. At all times during the Term, the Dwelling Units shall be occupied by Qualified Residents only.

3. At all times during the Term, the Owner shall not permit (or allow to be permitted) the occupancy of any Dwelling Unit by a person or a Household that is not a Qualified Resident.

4. The Owner shall maintain a waiting list of prospective Qualified Residents and all vacancies shall be filled from the waiting list with priority given to those who have waited the longest.

5. The Owner shall require an Income Statement from all prospective residents. Where the Household of the prospective resident is comprised of more than one adult, each adult of the Household shall provide an Income Statement. If the Income Statements (the sum of the Income Statement(s) if more than one prospective Qualified Resident) of a prospective Qualified Residents disclose that he, she or they will not qualify as a Qualified Resident, such prospective residents shall not be added to the Qualified Residents waiting list and shall not be permitted to take up residence in any Dwelling Unit.

6. Not later than June 30th of each year of the Term, the Owner shall demand and receive from each adult occupying a Dwelling Unit an Income Statement for the preceding calendar year. If such statement discloses that the Household income of those occupying a

Dwelling Unit has an Annual Gross Income in excess of the Annual Gross Income required to qualify as a Qualified Resident, then forthwith such residents shall not be treated as Qualified Residents. If residents become disqualified as Qualified Residents then forthwith the Owner will charge such residents the fair market rent for the unit.

7. The Owner agrees with the City that:

- (a) rent shall only be charged and payable monthly;
- (b) the monthly rent for each Dwelling Unit shall equal to the greater of:
 - (i) thirty (30%) percent of one-twelfth of the Annual Gross Income of the Qualified Resident; and
 - (ii) the maximum shelter component (as of the date of this Agreement, \$375 per month) of income assistance as may be set pursuant to the *Employment and Assistance Act*, SBC 2002, c. 40, s. 51 (together with all amendments thereto and replacement thereof);

Provided, however, that in no event shall the monthly rent for each Dwelling Unit exceed the market rent (as determined by the City) for the Dwelling Unit;

- (c) the Owner may increase the monthly rent of the Dwelling Units by an amount equal to the increase, from time to time, of the maximum shelter component provided under the *Employment and Assistance Act*, SBC 2002, c. 40, s. 51 (together with all amendments thereto and replacement thereof); and
- (d) if increases in rent greater than permitted by section 7(c) of this Agreement are required for the Owner to continue to operate the Dwelling Units each calendar year on a break even basis, the monthly room rate may be increased as follows:
 - (i) once each calendar year provided such increase is no greater than the percentage increase in the All Items Consumer Price Index for Vancouver during the previous calendar year; or
 - (ii) with the prior approval of the City where the Owner wishes to impose rent increases in excess of those permitted in sub-section (i) above in order to recover the Owner's legitimate increased operating, replacement reserve and debt service expenditures. In such event, the Owner must provide supporting documentation justifying the rent increase and submit the same to the City ninety (90) days in advance of the date a decision of the City is required.

For the purposes of this Agreement, the All Items Consumer Price Index for Vancouver shall mean the All Items Consumer Price Index for Vancouver as

published by Statistics Canada or its successor. If such index is not published the parties shall substitute a like index chosen by the City.

8. All tenancy agreements with Qualified Residents shall expressly be made subject to this Agreement and the Owner's obligations herein.
9. The Owner shall prepare, maintain and keep a monthly rent roll showing the names of all Qualified Residents, the identity of the Dwelling Unit occupied and the current monthly rent. The rent roll shall include the latest Income Statements taken from each Qualified Resident. The Owner shall on the City's written request, deliver a certified true copy of the current rent roll (including all latest Income Statements) covering the past twelve (12) months.
10. The Owner shall keep all financial records concerning the operation of the Lands and Building in accordance with good accounting practise. All of the Owner's financial and business records including the rent rolls and other records and statements described in this Agreement shall be open to inspection by the City upon reasonable notice and all such records shall not be destroyed unless the City gives its written consent to such destruction.
11. Not later than July 31 of each year the Owner shall provide the City with an audited statement of its revenues and expenses for the operation of the Lands and the Building for its preceding fiscal year. The audited statements shall be prepared by a Chartered Accountant licenced to practice such profession pursuant to the laws of the Province of British Columbia.
12. The Owner shall keep and maintain the Building and all parts thereof (including the Dwelling Units) in good repair and in a safe, clean, neat and tidy condition. If the Building is damaged or destroyed the Owner shall restore or replace same whenever and as often as damage or destruction shall occur.
13. The Owner may not lease, licence, set over or part with possession of the Lands or the Building in whole or in part except for:
 - (a) the letting of Dwellings Units to the Qualified Residents on the terms and conditions set out in this Agreement; and
 - (b) the letting of commercial space only for uses approved by the City. The City shall only approve uses of the commercial space which are compatible with the objectives of the Downtown Eastside Economic Revitalization Plan and with use of the Carrall Greenway provided that a pub, bar, neighbourhood public house or liquor store shall never be approved. Approval shall be given by the City's Director of Planning whose refusal may be appealed to the City's elected council for decision by majority vote.
14. Nothing in this Agreement shall remove or have the effect of removing any of the Dwelling Units from their designation as SRA room.

15. The legal and beneficial owner of the Lands shall at all times be either a registered society or a charity registered under the laws of Canada.
16. During the Term, the Owner may not sell or transfer its legal or beneficial ownership of the Lands without the City's prior written approval.
17. Neither the Lands nor the Building shall be subdivided pursuant to the *Land Title Act*, R.S.B.C. 1996, c. 250 (including all amendments thereto or re-enactments thereof) or, by way of strata plan, pursuant to the *Strata Property Act*, S.B.C. 1998, Chapter 43 (including all amendments thereto or re-enactments thereof).
18. If a court of competent jurisdiction finds that any part of this Agreement is invalid, illegal or unenforceable, then so long as such finding shall prevail such part shall not be of force or effect but nevertheless the rest of this Agreement remains in force unaffected by that finding.
19. This Agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this Agreement if the City is entitled to court costs it shall be entitled to court costs on a solicitor and own client basis.
20. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this Agreement must be in writing and shall be served on the other party by registered mail, fax or by personal service to the following address for each party:
- (a) City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia
V5Y 1V4

Attention: General Manager of Community Services
and Director, Housing Centre;
 - (b) PHS Community Services Society
20 West Hastings Street
Vancouver, British Columbia
V6B 1G6
 - (c) If made by registered mail service of any such notice, demand or request will be deemed complete seven days after the day of mailing except where there is a postal service disruption during such period in which case service should be deemed to be completed upon actual delivery of the notice, demand or request.
 - (d) If made by facsimile transmission service of any such notice, demand or request will be deemed complete on the third business day after the day when the facsimile transmission was transmitted.

- (e) If delivered service of any such notice, demand or request will be deemed complete two days after the day of delivery.

Any party from time to time, by notice in writing served upon the other party, may designate a different address, or additional persons to which all notices, demands or requests are to be addressed.

21. This Agreement shall enure to the benefit of and be binding upon the City and its successors, trustees and assigns and this Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and all parties claiming through them 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 their respective heirs, executors, administrators, trustees and successors and all parties claiming through them.

22. Whenever the singular or masculine is used herein, the same shall be construed as meaning the plural, feminine or body corporate or politic and vice versa where the context or the parties require.

IN WITNESS WHEREOF the Owner, by its authorized signatories, and the City, by its authorized signatory, have signed this agreement as set out hereunder:

| | Execution Date | | | |
|---|----------------|---|---|---|
| | Y | M | D | |
| Officer: | | | | Parties: |
| (as to all signatures) | 07 | | | PHS COMMUNITY SERVICES SOCIETY by its authorized signatories: <hr/> Sign and Print Name: <hr/> Sign and Print Name: CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Graham P. Johnsen Authorized by By-law No. _____ |
| Joe Stubbs, Solicitor 453 West 12th Avenue Vancouver, BC V5Y 1V4 (604)873-7504 | 07 | | | |

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

PROVINCIAL RENTAL HOUSING CORPORATION (the "Chargeholder")
Holder of Covenant BV285243 and Option to Purchase BV285244 (collectively the "Charge")
charging Lot 1 Block 13 District Lot 196 Plan 184 (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 and consent to the granting of the Housing 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:

PROVINCIAL RENTAL
HOUSING CORPORATION by
its Authorized Signatories:

(as to both signatures)

07

sign and print name

sign and print name

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

BRITISH COLUMBIA HOUSING MANAGEMENT COMMISSION (the "Chargeholder")
Holder of Mortgage BV285245, as modified by BB376221 and BB74970,
Mortgage BB74973, Assignment of Rents BV285246 and
Notice of a Security Interest BV285247 (collectively the "Charge")
charging Lot 1 Block 13 District Lot 196 Plan 184 (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 and consent to the granting of the Housing 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:

BRITISH COLUMBIA HOUSING
MANAGEMENT COMMISSION
by its Authorized
Signatories:

(as to both signatures)

07

sign and print name

sign and print name

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

CONCORD PACIFIC GROUP INC. (the "Chargeholder")
Holder of Restrictive Covenant BA580510 (the "Charge")
charging Lot 1 Block 13 District Lot 196 Plan 184 (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 and consent to the granting of the Housing 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:

CONCORD PACIFIC GROUP INC.
by its Authorized
Signatories:

(as to both signatures)

07

sign and print name

sign and print name

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS

CANADA MORTGAGE AND HOUSING CORPORATION (the "Chargeholder")
Holder of Mortgage BB376651 (the "Charge")
charging Lot 1 Block 13 District Lot 196 Plan 184 (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 and consent to the granting of the Housing 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:

CANADA MORTGAGE AND
HOUSING CORPORATION by its
Authorized Signatories:

(as to both signatures)

07

sign and print name

sign and print name

END OF DOCUMENT

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 388 West 1st Avenue**

After the public hearing on February 27, 2007, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 388 West 1st Avenue 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
July 10, 2007

388 West 1st Avenue

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 388 West 1st Avenue, and the following legal descriptions:

Parcel Identifier: 003-896-196

Lot 1

Parcel Identifier: 003-896-854

Lot 2

Parcel Identifier: 003-896-218

Lot 3

All in Block 3, District Lot 302, Plan 5832

contain 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 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 , 2007

Mayor

City Clerk

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 14 pages

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

Jim Blair

City of Vancouver Law Department

453 West 12th Avenue

Vancouver, B.C., V5Y 1V4

Phone 873-7514 (DLL/cy) Client No. 10647

Signature of Agent

2. PARCEL IDENTIFIER(S) AND LEGAL DESCRIPTION(S) OF LAND:*

| (PID) | (LEGAL DESCRIPTION) |
|-------------|--|
| 003-896-196 | Lot 1 Block 3 District Lot 302 Plan 5832 |
| 003-896-854 | Lot 2 Block 3 District Lot 302 Plan 5832 |
| 003-896-218 | Lot 3 Block 3 District Lot 302 Plan 5832 |

3. NATURE OF INTEREST:*

| DESCRIPTION | DOCUMENT REFERENCE (page and paragraph) | PERSON ENTITLED TO INTEREST |
|--------------|--|-----------------------------|
| SEE SCHEDULE | | |

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

- (a) Filed Standard Charge Terms D.F. No.
(b) Express Charge Terms Annexed as Part 2
(c) Release There is no Part 2 of this instrument

A selection of (a) includes any additional or modified terms referred to in Item 7 or in a schedule annexed to this instrument. If (c) is selected, the charge described in Item 3 is released or discharge as a charge on the land described in Item 2.

5. TRANSFEROR(S):*

PCI BEST PROJECTS INC. (Incorporation No. 758194)
HSBC BANK CANADA (as to priority)

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

CITY OF VANCOUVER
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

8. EXECUTION(S):** This instrument creates, assigns, modifies, enlarges, discharges or governs the priority of the interest(s) described in Item 3 and the Transferor(s) and every other signatory agree to be bound by this instrument, and acknowledge(s) receipt of a true copy of the filed standard charge terms, if any.

| Officer Signature(s) | Execution Date | | | Party(ies) Signature(s) |
|---|----------------|---|---|--|
| | Y | M | D | |
| <hr/> (Solicitor) (as to both signatures) | 07 | | | PCI BEST PROJECTS INC. by its authorized signatories: |
| <hr/> Douglas Long 453 West 12 th Avenue Vancouver BC V5Y 1V4 Tel: 604-871-6924 | | | | <hr/> Signature and Printed Name |
| | | | | <hr/> Signature and Printed Name |
| | | | | CITY OF VANCOUVER by its authorized signatory: |
| | 07 | | | <hr/> Frances J. Connell/Graham P. Johnsen |
| | | | | Approved by By-law No. _____ |

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

** If space insufficient, continue executions on additional page(s) in Form D.

LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

| Officer Signature(s) | Execution Date | | | Party(ies) Signature(s) |
|---|----------------|---|---|--|
| | Y | M | D | |
| _____ (Solicitor)(as to both signatures) | 07 | | | HSBC BANK CANADA by its authorized signatories: _____ Signature and Printed Name _____ Signature and Printed 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**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

| DESCRIPTION | DOCUMENT REFERENCE (page and paragraph) | PERSON ENTITLED TO INTEREST |
|---|--|--------------------------------|
| Section 219 Covenant | Pages 7 - 8 Article 2 | Transferee |
| Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA514502 and Assignment of Rents BA514503 | Page 14 | Transferee |
| Section 219 Covenant | Pages 8 - 9 Article 3 | Transferee |
| Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA514502 and Assignment of Rents BA514503 | Page 14 | Transferee |
| Statutory Right of Way | Page 11 Article 5 | Transferee |
| Priority Agreement granting the above Statutory Right of Way priority over Mortgage BA514502 and Assignment of Rents BA514503 | Page 14 | Transferee |
| Equitable Charge | Pages 11 - 12 Article 6 | Transferee |
| Priority Agreement granting the above Equitable Charge priority over Mortgage BA514502 and Assignment of Rents BA514503 | Page 14 | Transferee |

TERMS OF INSTRUMENT - PART 2

WHEREAS:

A. The Owner (as herein defined) is the registered owner of the following lands and premises:

Parcel Identifier: 003-896-196
Lot 1 Block 3 District Lot 302 Plan 5832;

Parcel Identifier: 003-896-854
Lot 2 Block 3 District Lot 302 Plan 5832; and

Parcel Identifier: 003-896-218
Lot 3 Block 3 District Lot 302 Plan 5832,

(the "Lands");

B. The "Best Building" (formerly known as the B.C. Telephone Plant Building) is situate on the Lands. For the purposes of this Agreement, the "Heritage Building" includes:

- (i) the "Best Building" (formerly known as the B.C. Telephone Plant Building), and all elements thereto and permitted replacements thereof;
- (ii) any other building or structure located on the Lands and identified in the Rezoning (as herein defined) and/or the subsequent Development Permit (as herein defined) or in the applicable heritage designation or heritage revitalization by-law;
- (iii) any interior feature or fixture identified in the Development Permit or in the applicable heritage designation or heritage revitalization by-law;
- (iv) any landscaping feature identified in the Development Permit or in the applicable heritage designation or heritage revitalization by-law; and
- (v) any other feature or fixture identified in the Development Permit or in the heritage designation or heritage revitalization by-law.

C. The Heritage Building is currently listed in Category B on the Vancouver Heritage Register;

D. Pursuant to the Rezoning and the Development Permit, the Owner proposes to rehabilitate, restore and preserve the Heritage Building; and

E. Pursuant to section 592 of the *Vancouver Charter*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a planning and development by-law, a development permit and a heritage alteration permit.

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 passing (the receipt and sufficiency of which the parties hereby acknowledge) and, where applicable, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 The terms defined in this section 1.1 of this Agreement shall, unless otherwise specifically provided for in this Agreement, have the following meanings:

- (a) this “**Agreement**” means this agreement, all land title instruments attached to this Agreement and all schedules, if any, to this agreement;
- (b) “**City**” and “**City of Vancouver**” means the Transferee being the “**City**” when referring to the corporate entity and “**City of Vancouver**” when referring to geographical location;
- (c) “**Consultant**” means the Owner’s heritage consultant who shall be a registered architect or professional engineer in good standing and who shall have substantial experience in heritage rehabilitation work;
- (d) “**Development Permit**” means, in respect of the Lands, all development permits to be granted by the City in connection with or respect to the subject matter of the Rezoning;
- (e) “**Effective Date**” means the date that this Agreement is executed by the City;
- (f) “**Heritage Building**” has the meaning set out in recital B of this Agreement;
- (g) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250, 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;
- (h) “**Lands**” has the meaning set out in recital A of this Agreement;
- (i) “**Owner**” means the Transferor, PCI Best Projects Inc., and all of its respective assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then “**Owner**” includes, without limitation, a strata corporation thereby created;
- (j) “**Rehabilitation**” or “**Rehabilitate**” means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement and in accordance with the Rezoning and Development Permit;

- (k) **“Rezoning”** means the proposed rezoning of the Lands from M-2 (Industrial) to CD-1 (Comprehensive Development District) and includes, without limitation, all applications, plans (including conservation plans), reports and City requirements thereto; and
- (l) **“Transferable Density”** means the 31,291 square feet of buildable area that cannot be used on the Lands but may be, subject to the terms and conditions of this Agreement, transferred for use from the Lands to other sites.

ARTICLE 2 REHABILITATION OF THE HERITAGE BUILDING

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

- (a) the Owner shall, at its sole expense, Rehabilitate the Heritage Building to the satisfaction of the City;
- (b) all heritage aspects of Rehabilitation shall be supervised by the Consultant;
- (c) at all times during the Rehabilitation, the Owner shall, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (d) during the Rehabilitation, the Owner shall, to the satisfaction of the City, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Rehabilitation, the Owner shall cause the Consultant to submit to the City a signed statement (in a form and content satisfactory to the City) confirming that the Rehabilitation has been fully completed; and
- (f) until the Rehabilitation is completed to the satisfaction of the City:
 - (i) neither the Owner nor any other person whatsoever shall suffer, cause or permit the use or occupation of the Heritage Building or any part thereof;
 - (ii) neither the Owner nor any other person whatsoever shall apply for an occupancy permit for the Heritage Building (or any part thereof) or take any action, to compel the issuance of an occupancy permit for the Heritage Building (or any part thereof); and
 - (iii) the City shall be under no obligation to issue an occupancy permit for the Heritage Building (or part thereof) notwithstanding that all other conditions and City By-law requirements in respect thereof may have been fulfilled.

2.2 On completion of the Rehabilitation in accordance with section 2.1 of this Agreement, the

City shall execute and discharge the covenant pursuant to Section 219 of the *Land Title Act* contained in section 2.1 of this Agreement; provided, however, that:

- (a) the City shall have no obligation to execute such a discharge until a written request therefor from the Owner has been received by the City, which request shall include the form of discharge, in registerable form;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office, shall be paid by the Owner; and
- (c) the City shall have a reasonable time within which to execute the aforesaid discharge and return the same to the Owner for registration.

ARTICLE 3 CONTINUING HERITAGE PRESERVATION AND PROTECTION

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City, as covenants and agreements running with, charging and binding the Lands, that following the Rehabilitation:

- (a) the Owner shall preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;
- (b) the Owner shall not, except as may be permitted by a heritage alteration permit issued by the City, alter the exterior, make structural changes or renovate or reconfigure the Heritage Building (or any part thereof);
- (c) if the Heritage Building is damaged, the Owner shall, at the Owner's sole expense, repair the Heritage Building if to do so is lawful and economic. In determining if it is economic to repair the Heritage Building, the Owner and the City will consider only land economic factors including the cost of repair, the market value of a replacement "Heritage Building" after the completion of such repair and the fact that heritage incentives (including, without limitation, "Transferable Density") have been granted. If the Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question shall be determined by arbitration pursuant to section 3.1(d) of this Agreement. If the Owner and the City agree or if an arbitrator(s) determines that that it is uneconomic to repair the Heritage Building, the Owner shall not be obligated to repair the Heritage Building but will be restricted to building on the Lands a building of similar form, massing and height as the original Heritage Building;
- (d) all disputes arising from section 3.1(c) of this Agreement shall be determined by arbitration in the manner set-out in this section 3.1(d) of this Agreement. 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. Decisions 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; and

- (e) the City may, at its sole expense, affix a commemorative plaque to the Heritage Building and the Owner shall refrain from obscuring, defacing or removing same.

ARTICLE 4 TRANSFERABLE DENSITY

4.1 As compensation for the heritage designation and/or as compensation to assist the Owner in defraying the cost of the Rehabilitation upon enactment of the Rezoning, the CD-1 District Schedule of the City's *Zoning and Development By-law* is hereby varied and supplemented in respect of the Lands (nothing in this agreement varies such by-law as it applies to any other property) by assigning the Transferable Density to the Lands. As the City permits and perfects the transfer of all or part of the Transferable Density, this Agreement shall be deemed to be amended accordingly and the amount of Transferable Density shall be deemed to diminish accordingly.

4.2 The Owner's use of the Transferable Density shall be subject to all City policies from time to time governing the use and transfer of Transferable Density and subject to the following:

- (a) the Transferable Density shall not be used on the Lands;
- (b) the Transferable Density shall be restricted to transfer to lands within the South East False Creek Official Development Plan Area only; and
- (c) except as provided for in section 4.3 of this Agreement, none of the Transferable Density may be transferred from the Lands until the Rehabilitation of the Heritage Building is completed in accordance with this Agreement and an occupancy permit for the Heritage Building has been issued.

4.3 Notwithstanding section 4.2(c) of this Agreement, the Owner shall be permitted to transfer from the Lands some or all of the Transferable Density before the Rehabilitation has been completed and an occupancy permit for the Heritage Building has been issued if all of the following conditions have, to the City's satisfaction, been met:

- (a) this Agreement has been fully registered in the Land Title Office in the manner set out in the Agreement;
- (b) the Development Permit and a building permit for the Rehabilitation has been issued to the Owner by the City;
- (c) the Owner has provided to the City a letter of credit in the amount equal to the lesser of:
 - (i) one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and provided to the City for the City's approval); and
 - (ii) Two Million One Hundred Ninety Thousand Four Hundred Dollars (\$2,190,400.00) (roughly 31,291 square feet of Transferable Density X \$70 per square foot);
- (d) the Owner has complied with all of the City's policies and procedures with respect to transfer of Transferable Density; and
- (e) the Owner is not at the time of transfer in breach of any of its obligations to the City set out in this Agreement or any other agreement between the City and the Owner with respect to the Lands.

4.4 All letters of credit required by this Agreement shall be issued by a Schedule I Canadian chartered bank and shall be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City. Further, all letters of credit shall be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year until the Owner has, to the City's full satisfaction, completed all of its obligations under this Agreement. The City may call upon the letter of credit and apply the proceeds there from as the City sees fit if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any acts of bankruptcy or becomes bankrupt or takes the benefit of any act or legislation that may be enforced for bankrupts or insolvent debtors;
- (c) the Owner has not, in a manner satisfactory to the City, diligently prosecuted to the conclusion the Rehabilitation;

- (d) the City undertakes all or any part of the Rehabilitation; or
- (e) the Owner is in breach of any of its obligations under this Agreement.

ARTICLE 5 STATUTORY RIGHT OF WAY

5.1 Pursuant to section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter and be upon the Lands to undertake and diligently prosecute to conclusion the Rehabilitation; provided, however, that nothing herein obligates the City to conduct the Rehabilitation, or any part thereof.

5.2 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner shall pay to the City the costs incurred by the City in undertaking and diligently prosecuting to conclusion the Rehabilitation plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

The statutory right of way set out in this Article 5 of this Agreement is necessary for the operation and maintenance of the City's undertaking.

5.3 On completion of the Rehabilitation in accordance with section 2.1 of this Agreement, the City shall execute and discharge the statutory right of way pursuant to Section 218 of the *Land Title Act* contained in section 5.1 of this Agreement; provided, however, that:

- (a) the City shall have no obligation to execute such a discharge until a written request therefor from the Owner has been received by the City, which request shall include the form of discharge, in registerable form;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of the same in the Land Title Office, shall be paid by the Owner; and
- (c) the City shall have a reasonable time within which to execute the aforesaid discharge and return the same to the Owner for registration.

ARTICLE 6 EQUITABLE CHARGE

6.1 The Owner grants to the City an equitable charge over the Lands for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 6 shall

survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 7 RELEASE AND INDEMNITY

7.1 The Owner hereby releases, indemnifies and saves harmless the City and its officials, councillors, 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 or its officials, councillors, employees, contractors, agents or licencees 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 Transferable Density that may be transferred pursuant to this Agreement whether such inability arises from the decision of the City's Development Permit Board, City Council, a court of competent jurisdiction, or otherwise;
- (b) the City conducting all or any portion of the Rehabilitation;
- (c) the City withholding any permit (including, without limitation, an occupancy permit) for the Lands or the Heritage Building (even if the Owner has otherwise complied with all permanent requirements); or
- (d) this Agreement.

The release and indemnity set out in this Article 7 of this Agreement is an integral part of each of the instruments that constitute this Agreement. The release and indemnity set out in this Article 7 of this Agreement shall survive the expiration or earlier termination of this Agreement.

ARTICLE 8 GENERAL

8.1 If the registered owner of the Lands shall be more than one party such parties shall be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this Agreement.

8.2 The Owner shall, after execution of this Agreement, do or cause to be done, at its own cost and expense, all things and acts necessary to ensure that this Agreement is registered against title to the Lands with priority over all other encumbrances except encumbrances in favour of the City.

8.3 In any action to enforce this Agreement the City shall be entitled to court costs on a solicitor and own client basis. In addition to any other rights the City may have pursuant to this Agreement or at law or in equity, the City may enforce this Agreement by mandatory and prohibitory injunctions.

8.4 If the Land Title Office refuses to register this Agreement, the Owner agrees to modify or re-execute this Agreement so as to permit registration, provided such modifications are within the spirit and intent of the covenants and agreements set forth herein.

8.5 This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and shall enure to the benefit of and be binding upon the Owner's successors in title and their respective trustees and successors and all parties claiming through such owners.

8.6 Without limiting the generality of section 8.5 of this Agreement, if the Lands, or any portion thereof, are subdivided by way of a strata plan:

- (a) this Agreement 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 in this agreement 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.

8.7 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.

8.8 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.

8.9 The sections in this Article 8 of this Agreement form an integral part of each of the instruments that constitute this Agreement.

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

MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**HSBC BANK CANADA (the "Chargeholder")**

Holder of Mortgage BA514502 and Assignment of Rents BA514503 (collectively, the "Charge")
charging Lots 1, 2 and 3 Block 3 District Lot 302 Plan 5832
(collectively, the "Lands")

For Ten Dollars (\$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 Section 219 Covenants, Statutory Right of Way and Equitable Charge (collectively, 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.

IN WITNESS WHEREOF the Chargeholder has executed this priority agreement by causing its proper officers to sign the General Instrument - Part 1 attached hereto.

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
re 388 West 1st Avenue**

After the public hearing on February 27, 2007, Council approved a recommendation to designate a building at 388 West 1st Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
July 10, 2007

388 West 1st Avenue

BY-LAW NO. _____



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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials (Best
Building)

388 West 1st Avenue

Parcel Identifier:
003-896-196

Lot 1

Parcel Identifier:
003-896-854

Lot 2

Parcel Identifier:
003-896-218

Lot 3

All in Block 3,
District Lot 302,
Plan 5832

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 _____, 2007

Mayor

City Clerk

EXPLANATION**Vehicles for Hire By-law amending by-law
re 2007 fee increases for towing and release**

The attached by-law will implement Council's resolution of July 10, 2007 to amend the Vehicles for Hire By-law to increase fees for private impoundment towing and release.

Director of Legal Services
July 10, 2007

BY-LAW NO. _____



**A By-law to amend Vehicles for Hire By-law No. 6066
regarding 2007 fee increases for private impoundment towing and release**

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

1. Council repeals subsections (12) and (13) of section 26 of the Vehicles for Hire By-law, and substitutes:

“(12) The maximum fee that may be charged for removal of a vehicle from a commercial parking lot pursuant to a Tow-away Notice shall be \$74.90 if such vehicle weighs 3,628 kg or less and \$80.55 if such vehicle weighs more than 3,628 kg.

(13) Where a tow truck has been requested to tow a vehicle pursuant to this section and the vehicle is claimed by the owner or driver before the vehicle has actually been towed away, the driver of the tow truck shall release the vehicle upon payment of a fee which shall not exceed \$37.75 if such vehicle weighs 3,628 kg or less and \$40.60 if such vehicle weighs more than 3,628 kg.”

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 the
Zoning and Development By-law
re 1000 - 1200 Davie Street**

After the public hearing on June 12, 2007, Council resolved to amend the Zoning and Development By-law to deal with the Davie Street building lines. 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
July 10, 2007

Davie Street
building lines

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. To Part II of Schedule E to the Zoning and Development By-law, immediately before the reference to "Duchess Street, west side, from Kingsway to Ward Street", Council adds:

"Davie Street, north side, from Burrard Street to Jervis Street

A building line commencing at a point on the westerly limit of Burrard Street, distant 7 feet northerly, measured along the said westerly limit from its intersection with the northerly limit of Davie Street; thence westerly in a straight line to a point on the easterly limit of Jervis Street, distant 7 feet northerly measured along the said easterly limit from its intersection with the northerly limit of Davie Street.

Davie Street, south side, from Burrard Street to Jervis Street

A building line commencing at a point on the westerly limit of Burrard Street, distant 7 feet southerly, measured along the said westerly limit from its intersection with the northerly limit of Davie Street; thence westerly in a straight line to a point on the easterly limit of Jervis Street, distant 7 feet southerly measured along the said easterly limit from its intersection with the northerly limit of Davie Street."

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

**A By-law to amend CD-1 By-law No. 7592
re 750 Pacific Boulevard**

After the public hearing on February 27, 2007, Council resolved to amend this CD-1 By-law to revise the maximum number of gaming tables permitted from 60 to 75 within the limits of the maximum floor area currently permitted for gaming in order to provide greater flexibility for changing the mix of gaming tables and slot machines. 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
July 10, 2007

750 Pacific Boulevard



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7592

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

1. From section 4.2 of CD-1 By-law No. 7592, Council strikes out "60", and substitutes "75".
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 Meter By-law
New 2007 and 2008 Meter Rates**

Enactment of the attached by-law will implement Council's resolution of February 13, 2007, to approve certain parking meter rate increases, and to approve certain expanded areas for the potential imposition of parking meter rates after public consultation.

Director of Legal Services
July 10, 2007

BY-LAW NO. _____



**A By-law to amend Parking Meter By-law No. 2952
to increase parking meter rates and expand areas**

1. This By-law amends the indicated provisions and schedules of the Parking Meter By-law.
2. Council repeals section 5(3)(b), and substitutes the following:
 - “(b) the parking meter rates, unless otherwise indicated on the meter head:
 - (i) from and after May 29, 2007 to and including December 31, 2007 are to be the rates set out in each Legend on each of pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 1 for each of the areas shown and lettered on each of those pages; and
 - (ii) from and after January 1, 2008 are to be the rates set out in each Legend on each of pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 2 for each of the areas shown and lettered on each of those pages.”
3. Pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 1 and Pages 1, 2, 3, 4, 5, and 6 of Schedule A - Part 2, attached to this By-law, are the pages referred to in section 5(3)(b), as amended by section 2 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 _____, 2007

Mayor

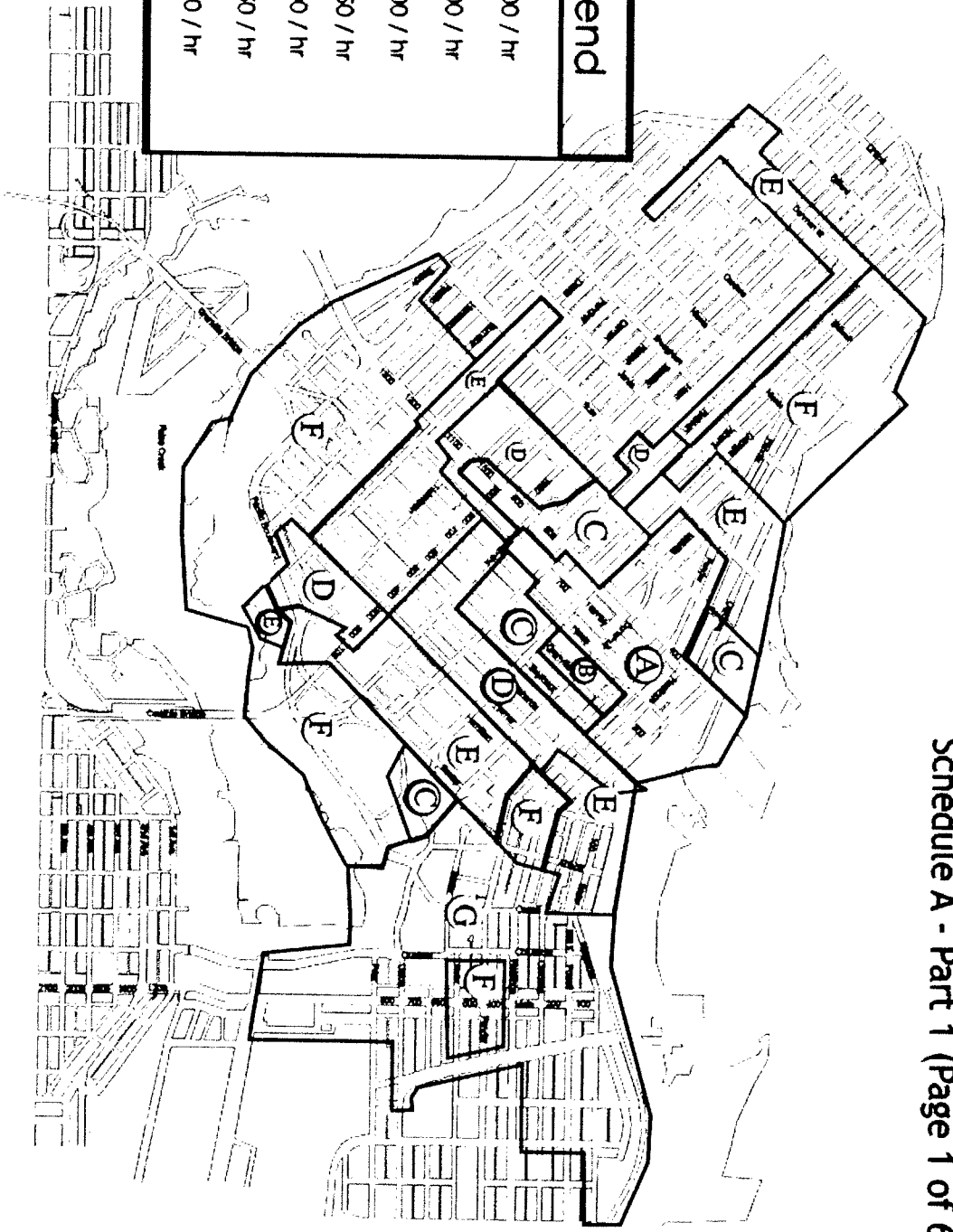
City Clerk



Downtown

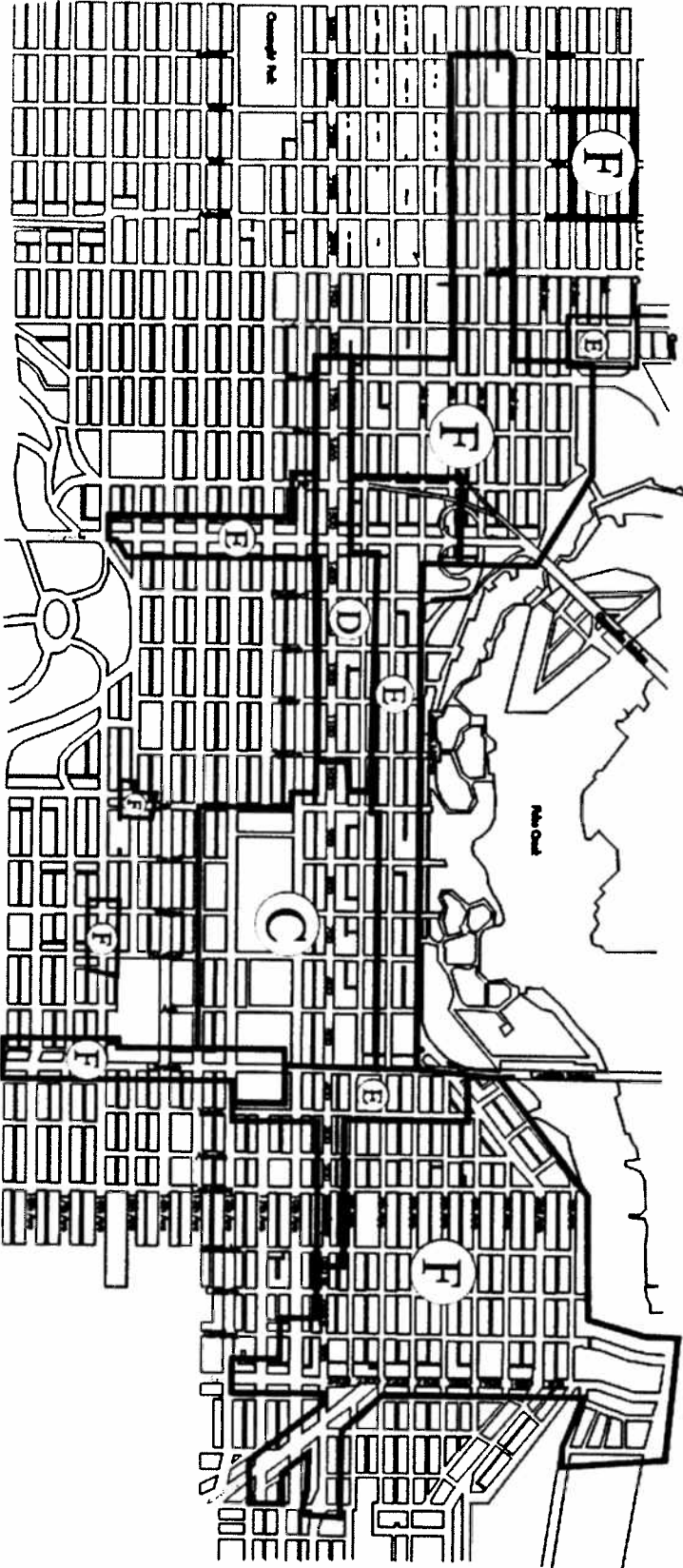
Schedule A - Part 1 (Page 1 of 6)

| Legend | |
|--------|-------------|
| A | \$5.00 / hr |
| B | \$4.00 / hr |
| C | \$3.00 / hr |
| D | \$2.50 / hr |
| E | \$2.00 / hr |
| F | \$1.50 / hr |
| G | \$1.00 / hr |



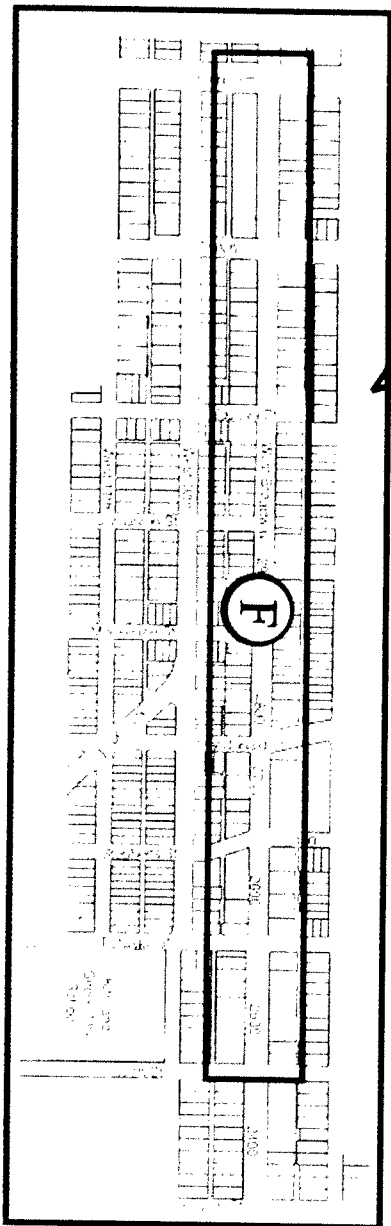
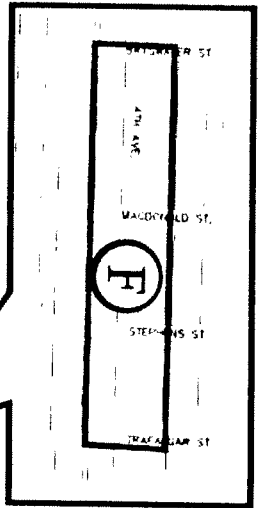
Broadway Corridor

Schedule A - Part 1 (Page 2 of 6)



| Legend | |
|--------|-----------|
| A | \$4.00/hr |
| B | \$3.00/hr |
| C | \$2.50/hr |
| D | \$2.00/hr |
| E | \$1.50/hr |
| F | \$1.00/hr |

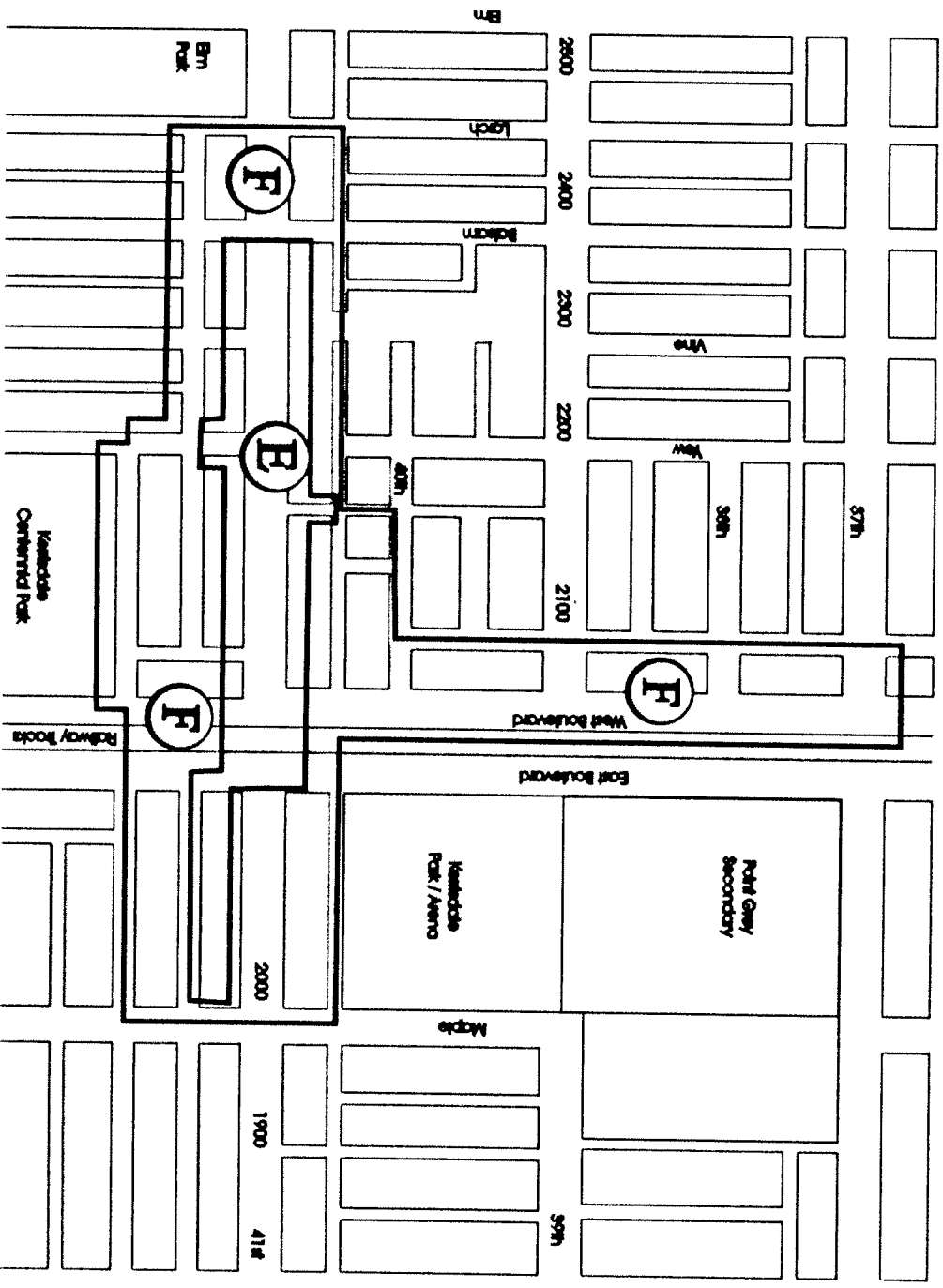

West Broadway
 Schedule A - Part 1 (Page 3 of 6)



| Legend | |
|--------|-------------|
| A | \$4.00 / hr |
| B | \$3.00 / hr |
| C | \$2.50 / hr |
| D | \$2.00 / hr |
| E | \$1.50 / hr |
| F | \$1.00 / hr |

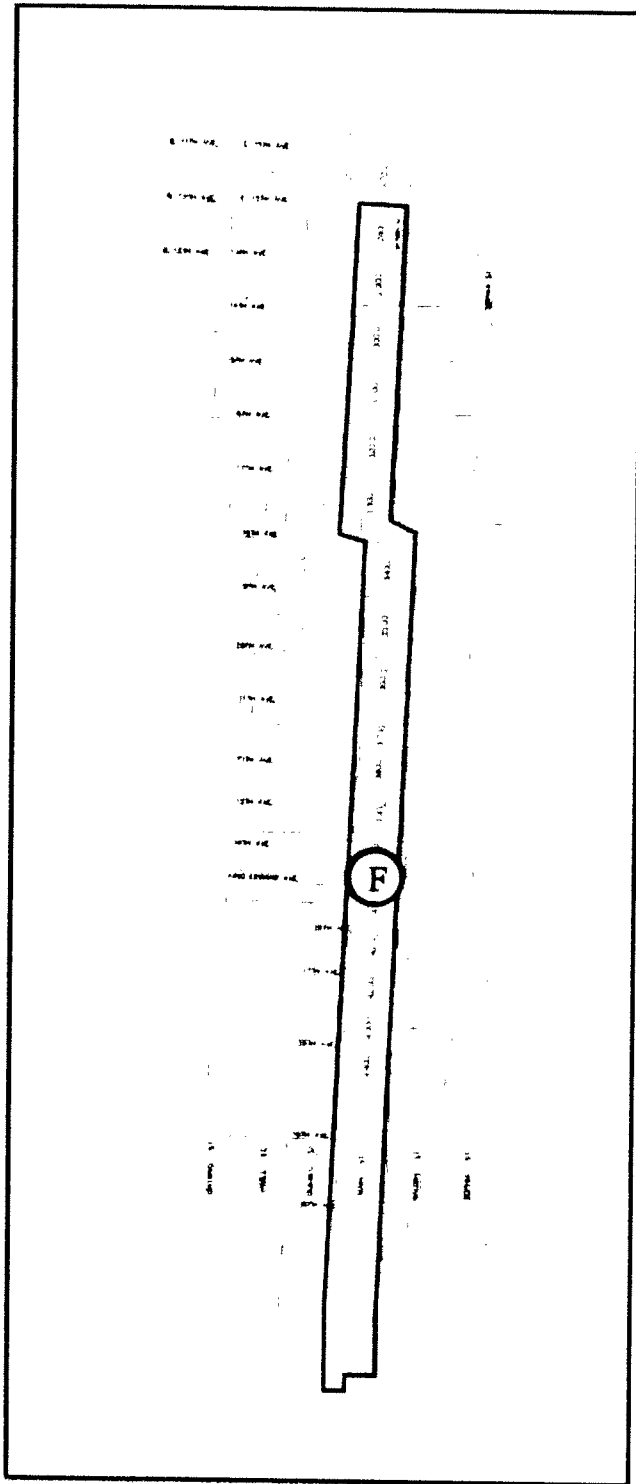
Kerrisdale

Schedule A - Part 1 (Page 4 of 6)



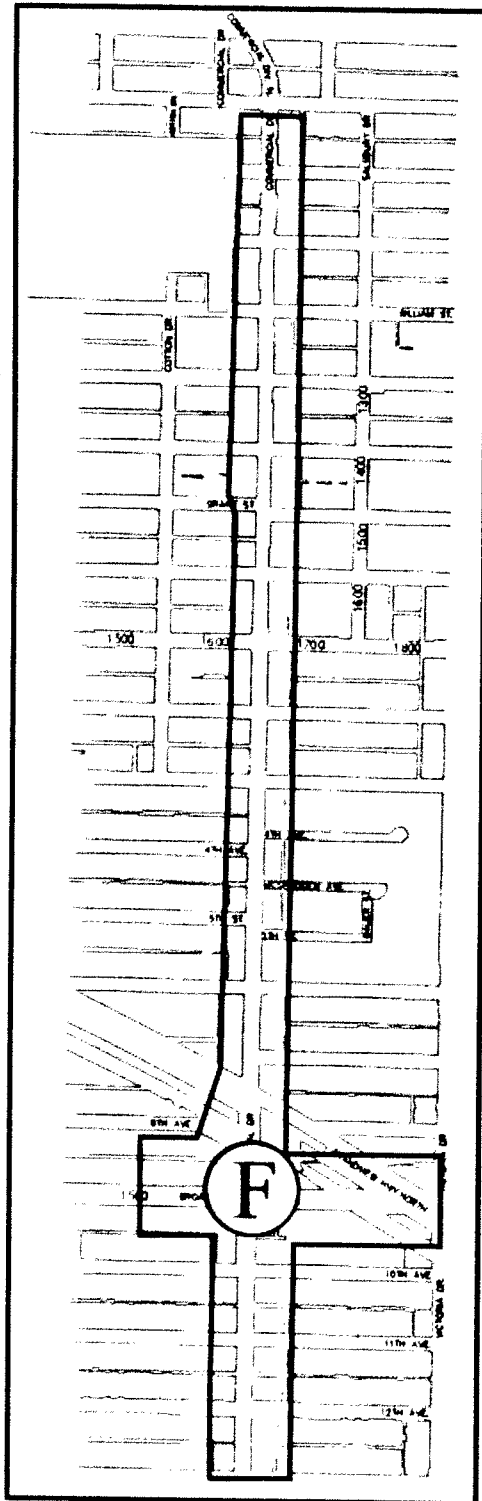
| Legend | |
|--------|-------------|
| Ⓐ | \$4.00 / hr |
| Ⓑ | \$3.00 / hr |
| Ⓒ | \$2.50 / hr |
| Ⓓ | \$2.00 / hr |
| Ⓔ | \$1.50 / hr |
| Ⓕ | \$1.00 / hr |

Main Street Schedule A - Part 1 (Page 5 of 6)



| Legend | |
|--------|-------------|
| Ⓐ | \$4.00 / hr |
| Ⓑ | \$3.00 / hr |
| Ⓒ | \$2.50 / hr |
| Ⓓ | \$2.00 / hr |
| Ⓔ | \$1.50 / hr |
| Ⓕ | \$1.00 / hr |

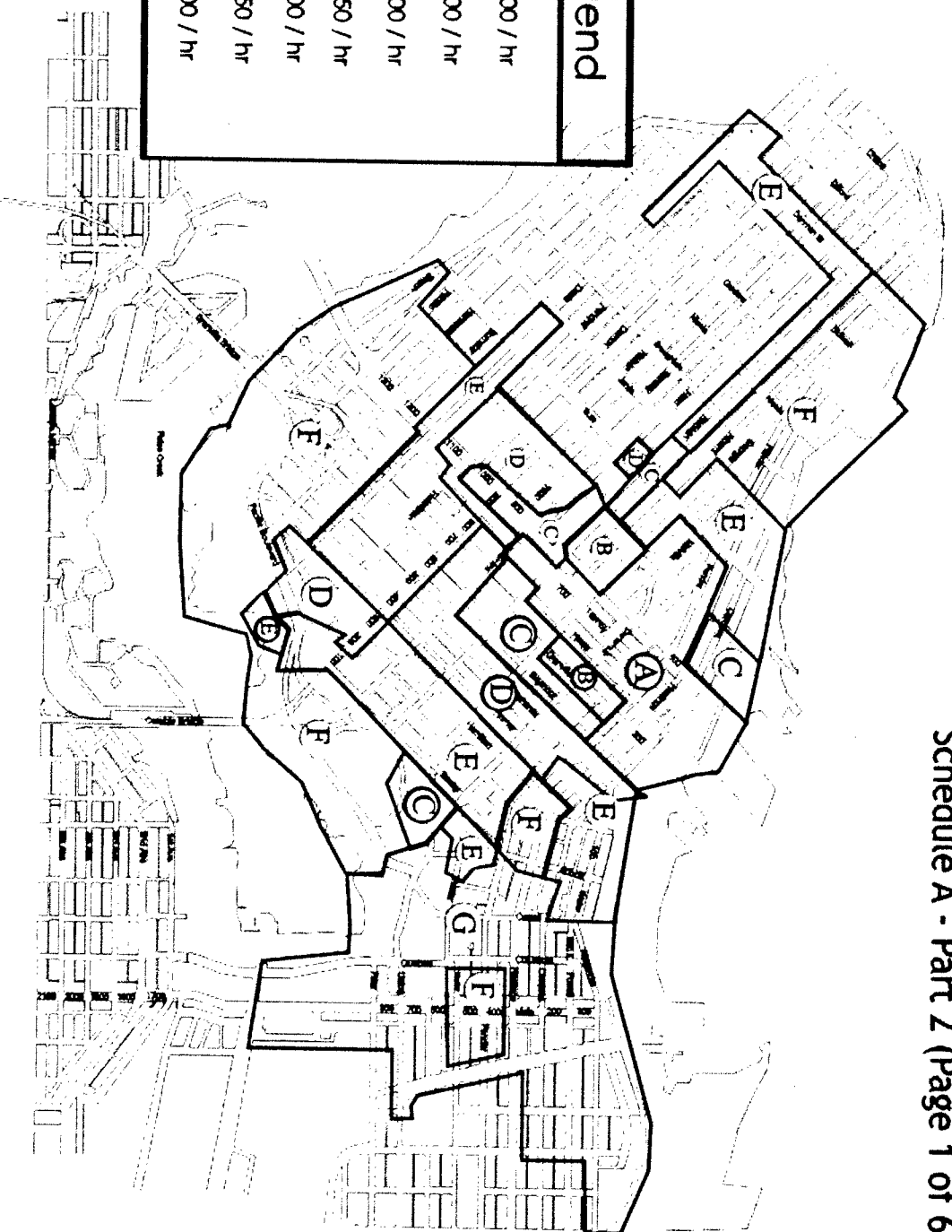
Commercial Drive Schedule A - Part 1 (Page 6 of 6)



| Legend | |
|--------|-------------|
| A) | \$4.00 / hr |
| B) | \$3.00 / hr |
| C) | \$2.50 / hr |
| D) | \$2.00 / hr |
| E) | \$1.50 / hr |
| F) | \$1.00 / hr |

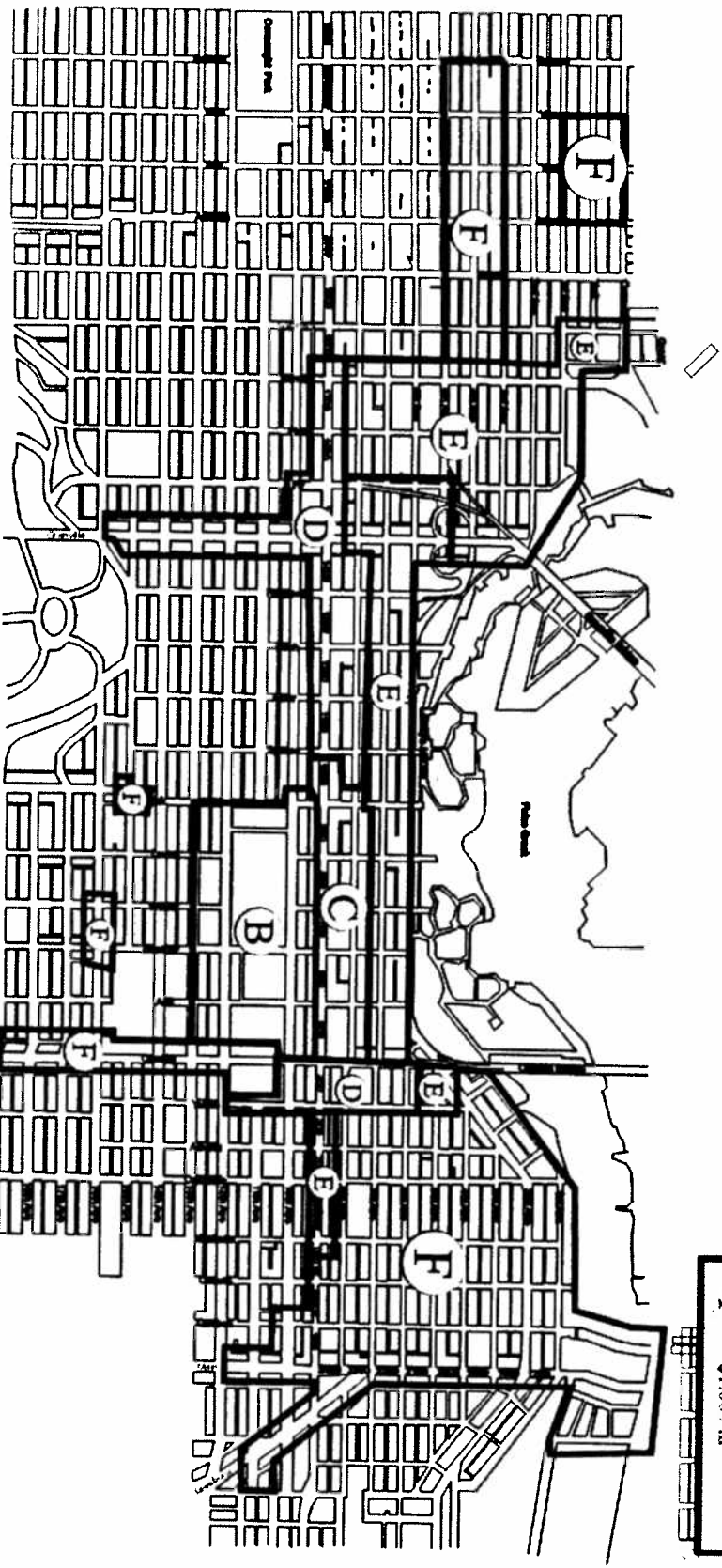
Downtown
Schedule A - Part 2 (Page 1 of 6)

| Legend | |
|--------|-------------|
| A | \$5.00 / hr |
| B | \$4.00 / hr |
| C | \$3.00 / hr |
| D | \$2.50 / hr |
| E | \$2.00 / hr |
| F | \$1.50 / hr |
| G | \$1.00 / hr |

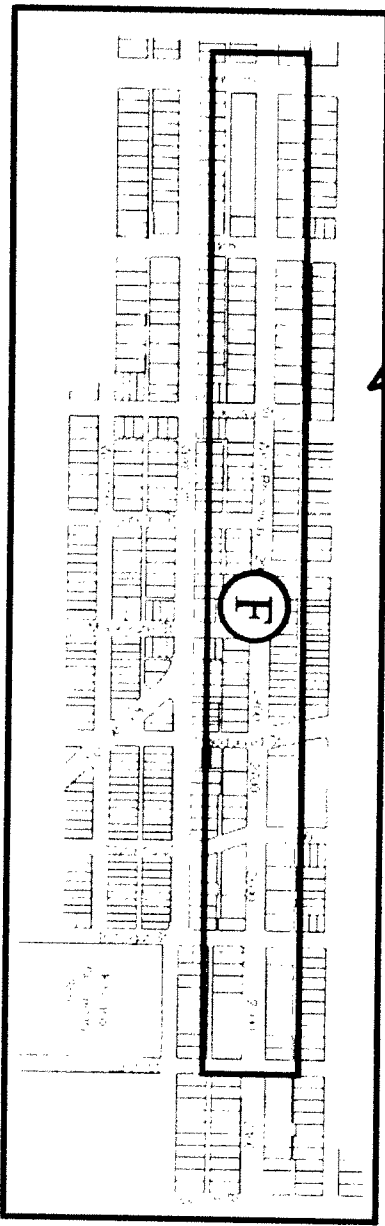
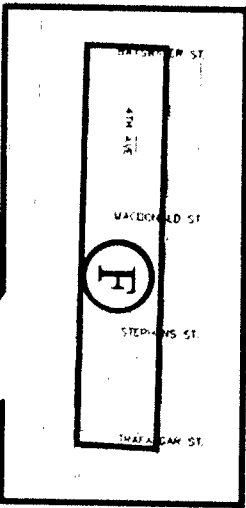



Broadway Corridor

Schedule A - Part 2 (Page 2 of 6)



| Legend | |
|--------|-------------|
| A | \$4.00 / hr |
| B | \$3.00 / hr |
| C | \$2.50 / hr |
| D | \$2.00 / hr |
| E | \$1.50 / hr |
| F | \$1.00 / hr |

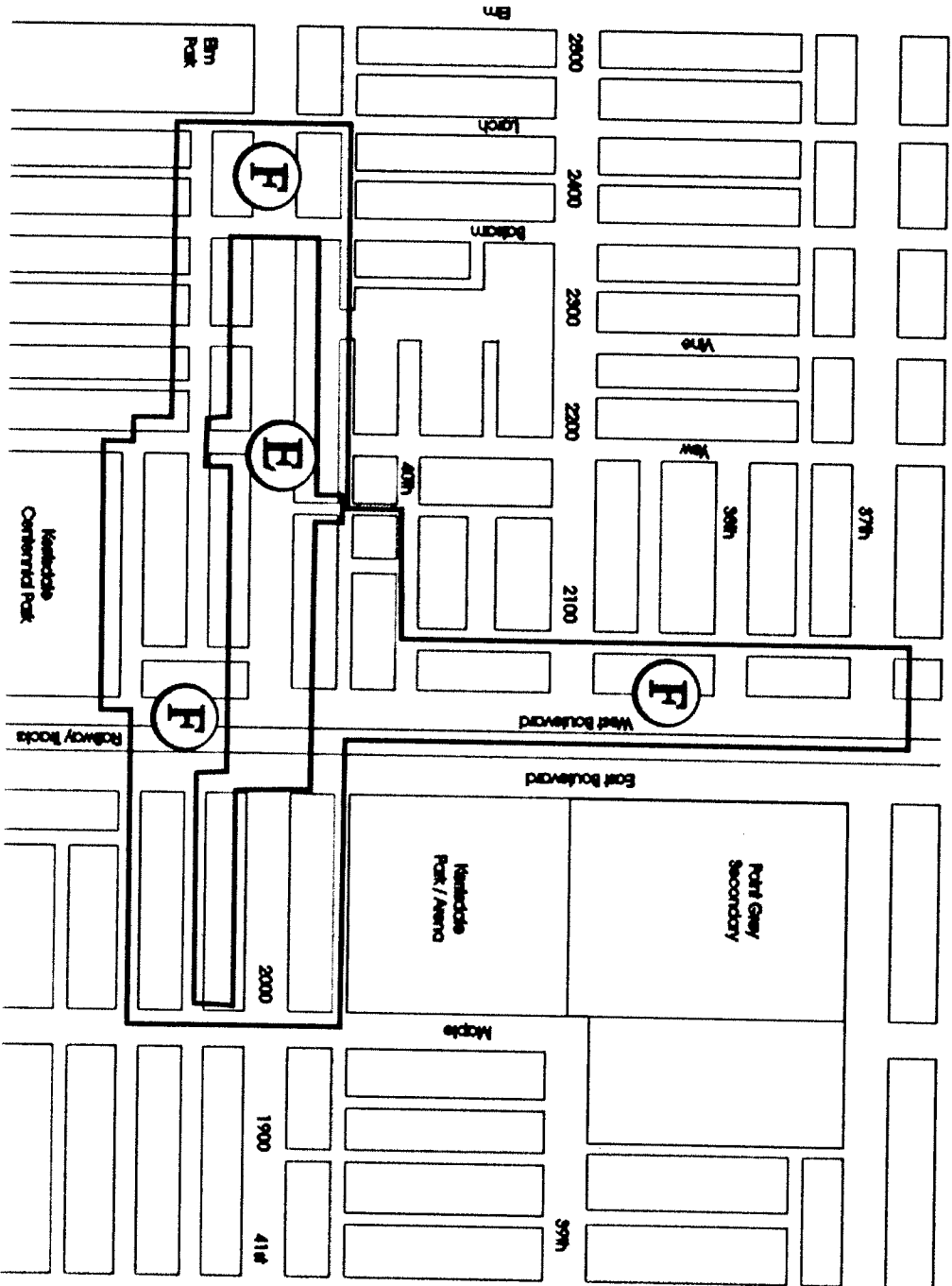



 West Broadway
 Schedule A - Part 2 (Page 3 of 6)

| Legend | |
|--------|-----------|
| A | \$4.00/hr |
| B | \$3.00/hr |
| C | \$2.50/hr |
| D | \$2.00/hr |
| E | \$1.50/hr |
| F | \$1.00/hr |

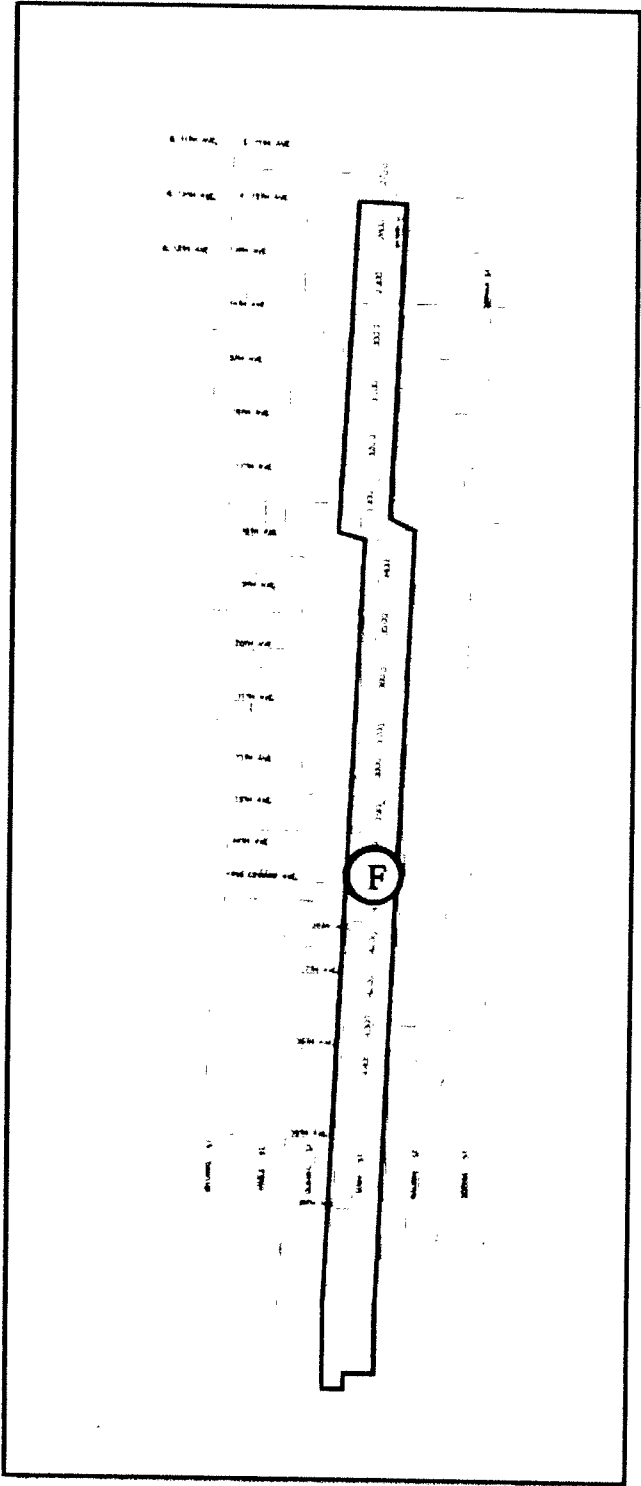
Kerrisdale

Schedule A - Part 2 (Page 4 of 6)



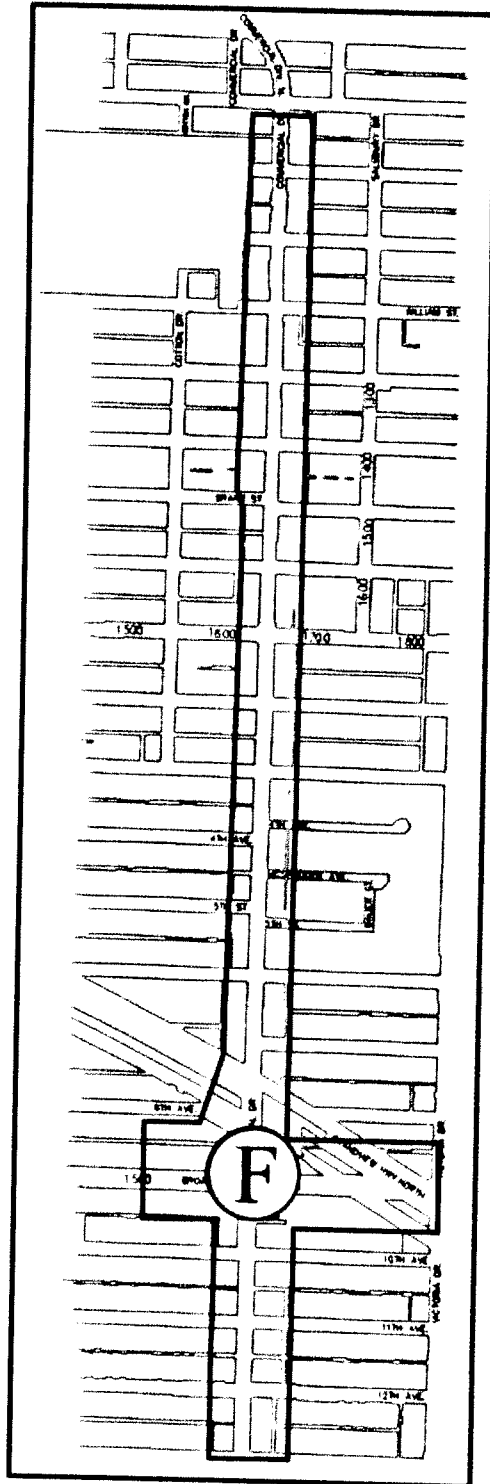
| Legend | |
|--------|-------------|
| (A) | \$4.00 / hr |
| (B) | \$3.00 / hr |
| (C) | \$2.50 / hr |
| (D) | \$2.00 / hr |
| (E) | \$1.50 / hr |
| (F) | \$1.00 / hr |

Main Street Schedule A - Part 2 (Page 5 of 6)



| Legend | |
|--------|-------------|
| (A) | \$4.00 / hr |
| (B) | \$3.00 / hr |
| (C) | \$2.50 / hr |
| (D) | \$2.00 / hr |
| (E) | \$1.50 / hr |
| (F) | \$1.00 / hr |

Commercial Drive Schedule A - Part 2 (Page 6 of 6)



| Legend | |
|--------|-------------|
| A | \$4.00 / hr |
| B | \$3.00 / hr |
| C | \$2.50 / hr |
| D | \$2.00 / hr |
| E | \$1.50 / hr |
| F | \$1.00 / hr |