


EXPLANATION

**Debenture By-law
Lane Lighting**

The attached by-law authorizes the issue of debentures to finance the property owners' share of certain lane lighting projects, and the annual charge equal to the debt charges of the debentures against the properties benefited by the local improvements.

Director of Legal Services
June 24, 2008

BY-LAW NO. _____

 A By-law to contract a debt by the issue and sale of debentures
in the aggregate principal amount of \$5,722.78
for certain local improvement lane lighting projects,
and for imposing an annual special rate on real property
specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the “works”) as local improvements.

The Collector of Taxes for the City of Vancouver (the “City”) has prepared and certified a schedule (the “schedule”) on April 25, 2008 describing and designating the works as numbers 1 to 7 inclusive, has captioned that schedule with a reference to this By-law, and has deposited the schedule, together with the detailed Court of Revision sheets which support and form part of the schedule, in the office of the Collector of Taxes.

Council declares the schedule to form part of this By-law as if expressly embodied herein.

Council deems that the works will specially benefit the real property (the “assessable real property”) designated and described in the schedule.

The City has completed construction of the works.

The City has determined that the assessable real property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets as shown in the schedule, after deducting the width of street intersections and exempt properties shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the assessable real property must bear that portion of the cost of the works payable by assessments and amounting to \$5,722.78 according to the schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the assessable real property as shown in the schedule upon which it will be required to levy the annual special rates set out in the schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount \$5,722.78, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$141,563,341,459.

As of the date of enactment of this By-law, being the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$556,214,500, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "debentures") of the City in the aggregate principal amount of \$5,722.78 secured on the general credit of the City, which debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the debentures will bear interest at the rate of 6% per annum, payable on July 3, 2008 and on July 3 of each year after that during the term of the debentures.
3. The debentures will be fully-registered debentures without coupons.
4. The debentures will bear the common seal of the City and the facsimile signature of the City's Mayor. The City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the debentures.
5. The debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "July 3, 2008", and will be payable in each of the years 2008 to 2012, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes, in each of the years 2008 to 2012, both inclusive, an annual special rate per foot, as respectively shown in the schedule for the works, on the assessable real property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7 in the real property tax roll in each of the years 2008 to 2012, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and By-law No. **KNOW ALL MEN BY THESE PRESENTS:**

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the day of , , the sum of Dollars (\$) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 3rd day of July in each year during the term of the Debenture, commencing in the year 2008, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia including the Vancouver Charter, and amendments thereto, and By-law No. duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 3rd day of July, 2008.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

BY-LAW	LANE LIGHTING			6%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT	
2008	\$5,722.78	\$1,281.63	\$0.00	\$1,281.63	
2009	4,441.15	1,015.16	266.47	1,281.63	
2010	3,425.99	1,076.07	205.56	1,281.63	
2011	2,349.92	1,140.63	141.00	1,281.63	
2012	1,209.29	<u>1,209.29</u>	<u>72.34</u>	1,281.63	
		<u>\$5,722.78</u>	<u>\$685.37</u>	<u>\$6,408.15</u>	

EXPLANATION

Debenture By-law Street Works

The attached by-law authorizes the issue of debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the debentures against the properties benefited by the local improvements.

Director of Legal Services
June 24, 2008

BY-LAW NO. _____

**A By-law to contract a debt by the issue and sale of debentures
in the aggregate principal amount of \$554,777.99
for certain local improvement street work projects, including
pavement, curbs, trees and bulges, and lane pavement
and for imposing an annual special rate
on real property specially benefited
by such local improvements**



PREAMBLE

Council has deemed it desirable and necessary to carry out certain street work projects, including pavement, curbs, trees and bulges, and lane pavement (the "works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "schedule") on April 25, 2008 describing and designating the works as numbers 1 to 25 inclusive, has captioned that schedule with a reference to this By-law, and has deposited the schedule, together with the detailed Court of Revision sheets which support and form part of the schedule, in the office of the Collector of Taxes.

Council declares the schedule to form part of this By-law as if expressly embodied herein.

Council deems that the works will specially benefit the real property (the "assessable real property") designated and described in the schedule.

The City has completed construction of the works.

The City has determined that the assessable real property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets as shown in the schedule, after deducting the width of street intersections and exempt properties shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the assessable real property must bear that portion of the cost of the works payable by assessments and amounting to \$554,777.99 according to the schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the assessable real property as shown in the schedule upon which it will be required to levy the annual special rates set out in the schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$554,777.99, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$141,563,341,459.

As of the date of first reading of this By-law, being the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$556,214,500, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the “debentures”) of the City in the aggregate principal amount of \$554,777.99 secured on the general credit of the City, which debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the debentures will bear interest at the rate of 6% per annum, payable on July 3, 2008 and on July 3 of each year after that during the term of the debentures.
3. The debentures will be fully-registered debentures without coupons.
4. The debentures will bear the common seal of the City and the facsimile signature of the City’s Mayor. The City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the debentures.
5. The debentures will be in denominations equivalent to each of the amounts set out under the column “Principal Payment” in Schedule B to this By-law, will bear the date “July 3, 2008”, and will be payable in each of the years 2008 to 2022, both inclusive, in the respective principal amounts set out under the column “Principal Payment” in Schedule B.
6. The debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes, in each of the years 2008 to 2022, both inclusive, an annual special rate per foot, as respectively shown in the schedule for the works, on the assessable real property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7 in the real property tax roll in each of the years 2008 to 2022, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and By-law No. _____
KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the _____ day of _____, the sum of _____ Dollars (\$ _____) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 3rd day of July in each year during the term of the Debenture, commencing in the year 2008, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia including the Vancouver Charter, and amendments thereto, and By-law No. _____ duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 3rd day of July, 2008.

Mayor

Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN
BY-LAW NO. _____ OF THE CITY OF VANCOUVER

DATE OF
REGISTRATION

NAME AND ADDRESS OF
REGISTERED OWNER

SIGNATURE OF
TREASURER

THIS IS SCHEDULE "B" REFERRED TO IN
BY-LAW NO. OF THE CITY OF VANCOUVER

BY-LAW	STREET WORK		6%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT
2008	\$554,777.99	\$53,888.21	\$0.00	\$53,888.21
2009	500,889.78	23,834.82	30,053.39	53,888.21
2010	477,054.96	25,264.91	28,623.30	53,888.21
2011	451,790.05	26,780.80	27,107.41	53,888.21
2012	425,009.25	28,387.65	25,500.56	53,888.21
2013	396,621.60	30,090.91	23,797.30	53,888.21
2014	366,530.69	31,896.37	21,991.84	53,888.21
2015	334,634.32	33,810.15	20,078.06	53,888.21
2016	300,824.17	35,838.76	18,049.45	53,888.21
2017	264,985.41	37,989.08	15,899.13	53,888.21
2018	226,996.33	40,268.43	13,619.78	53,888.21
2019	186,727.90	42,684.54	11,203.67	53,888.21
2020	144,043.36	45,245.61	8,642.60	53,888.21
2021	98,797.75	47,960.35	5,927.86	53,888.21
2022	50,837.40	<u>50,837.40</u>	<u>3,050.81</u>	<u>53,888.21</u>
		<u>\$554,777.99</u>	<u>\$253,545.16</u>	<u>\$808,323.15</u>

EXPLANATION**A By-law to amend the Zoning and Development By-law
re special needs residential facilities**

After the public hearing on June 10, 2008, Council resolved to amend the Zoning and Development By-law to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities

BY-LAW NO. _____



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

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

1. This By-law amends the indicated provisions of the Zoning and Development By-law.
2. From section 2, Council, from the definition of:
 - (a) “Club” under Cultural and Recreational Uses, strikes out “**Special Needs Residential Facility**”, and substitutes “**Community Care Facility and Group Residence**”;
 - (b) “Infill Multiple Dwelling”, “Multiple Conversion Dwelling”, “Multiple Dwelling”, and “Rooming House” under Dwelling Uses, strikes out “special needs residential facility”, and substitutes “community care facility and group residence”;
 - (c) “Seniors Supportive or Assisted Housing” under Dwelling Uses, strikes out “Special Needs Residential Facility - Community Care - Class B”, and substitutes “Community Care Facility and Group Residence”;
 - (d) “Health Care Office” under Office Uses, Council strikes out “**Special Needs Residential Facility**”, and substitutes “**Community Care Facility and Group Residence**”; and
 - (e) “Rental Housing Unit”, strikes out “special needs residential facility”, and substitutes “community care facility or group residence”.
3. From section 2, under “Institutional Uses”, Council strikes out the definitions of “Special Needs Residential Facility”, “Special Needs Residential Facility - Community Care - Class A”, “Special Needs Residential Facility - Community Care - Class B”, and “Special Needs Residential Facility - Group Living”.
4. To section 2, under Institutional Uses, after the definition of “Church”, Council adds:

“Community Care Facility, which means and includes Community Care Facility - Class A and Community Care Facility - Class B.

Community Care Facility - Class A, which means the use of premises operated as a community care facility by a licensee under the Community Care and Assisted Living Act of British Columbia to provide residential care to six or fewer persons not related by blood or marriage to the licensee or, if the licensee is a corporation, to any director, officer or member of the corporation.

Community Care Facility - Class B, which means the use of premises operated as a community care facility by a licensee under the Community Care and Assisted Living Act of British Columbia to provide residential care to seven or more persons not related by blood or marriage to the licensee or, if the licensee is a corporation, to any director, officer or member of the corporation.”

5. To section 2, under Institutional Uses, after the definition of “Detoxification Centre”, Council adds:

“Group Residence, which means the use of premises operated as a facility to provide accommodation to six or more persons not related by blood or marriage to the operator of the facility or, if the operator is a corporation, to any director, officer or member of the corporation, where:

- (a) legislation other than the Community Care and Assisted Living Act of British Columbia requires such persons to reside in the facility, but does not include a facility in a **Hospital**; or
- (b) the facility provides a rehabilitation program in which all such persons, as a condition of residence, must participate; or
- (c) the facility provides accommodation for fewer than 30 days, and may provide personal services, but does not include a **Hotel, Rooming House**, or boarding house.”

6. From section 11.17, Council strikes out the title, and substitutes:

“Community Care Facility - Class B; or Group Residence; or Seniors Supportive or Assisted Housing - subject to the following:”.

7. From section 11.17.3, Council strikes out “special needs residential facility”, and substitutes “community care facility - class B, group residence, or seniors supportive or assisted housing”.

8. From each of the RA-1, RS-1, RS-1A, RS-1B, RS-2, RS-3 and RS-3A, RS-4, RS-5, RS-6, RS-7, RT-1, RT-2, RT-3, RT-4, RT4A, RT-4N and RT-4AN, RT-5, RT-5A, RT-5N and RT-5AN, RT-6, RT-7, RT-8, RT-9, RT-10 and RT-10N, RM-1 and RM-1N, RM-2, RM-3, RM-3A, RM-4 and RM-4N, RM-5, RM-5A, RM-5B and RM-5C, RM-6, FM-1, C-1, C-2, C-2B, C-2C, C-2C1, C-3A, C-5 and C-6, C-7 and C-8, MC-1 and MC-2, HA-1 and HA-1A, HA-3, FC-1, and First Shaughnessy (FSD) District or Districts Schedules, Council strikes out, from wherever they may appear, the words set out in Column 1 of Table 1, and variations of those words, and substitutes the words set out in Column 2 of Table 1:

Table 1

Column 1	Column 2
Special Needs Residential Facility - Community Care - Class A	Community Care Facility - Class A
Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
Special Needs Residential Facility - Group Living	Group Residence
special needs residential facility	community care facility or group residence
special needs residential facilities	community care facilities or group residences

9. 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.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend certain CD-1 By-laws
re special needs residential facilities**

After the public hearing on June 10, 2008, Council resolved to amend certain CD-1 By-laws to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities

BY-LAW NO. _____

A By-law to amend CD-1 By-law No.'s 3869, 3897, 4271, 4580, 4634, 4671, 5343, 6041, 6070 6072, 6919, 7114, 7193, 7196, 7204, 7210, 7461, 7647, 7679, 7682, 7723, 7852, 8055, 8088, 8111, 8326, 8369, 8457, 8479, 8546, 8880, 9190, 9204, 9454, 9463, 9573, 9594, and 9600

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

1. From each of the CD-1 by-laws listed in Column 1 of Table 1, Council strikes out, from each of the sections listed in Column 2, the words set out in Column 3, and variations of those words, and substitutes the words set out in Column 4:

Table 1

Column 1	Column 2	Column 3	Column 4
3869	2 (b) 5.1 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
3897	2 (c) 6 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
4271	2 (a)	special needs residential facility (Community Care Facility)	Community Care Facility
4580	3.1	Special Needs Residential Facility: Community Care Facility	Community Care Facility
4634	2 (e)	special needs residential facility (community care facility)	community care facility
	3 Table A	Special Needs Residential Facilities (Community Care Facilities)	Community Care Facilities
	4(c)	special needs residential facility	community care facility
4671	2.2 (a)	Special Needs Residential Facility - Community Care - Class B, and Special Needs Residential Facility - Group Living	Community Care Facility - Class B and Group Residence
5343	2 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B

6041	2 (c)	Special needs residential facility - community care - Class B	Community care facility - class B
6070	2 (a) (iii)	special - needs residential facility	community care facility or group residence
6072	2 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence
6919	2 (a)	Special Needs Residential Facility (Community Care Facility)	Community Care Facility
7114	2 (b)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
7193	2 (a)	Special Needs Residential Facility - Community Care	Community Care Facility
7196	2 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
7204	10 (b) (iv)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
7210	2 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
7461	6.4 (b)	and special needs residential uses	community care facilities and group residences
7647	2.1 (a)	Special Needs Residential Facilities	of the following: Community Care Facilities or Group Residences
7679	4.1 (d)	and Special Needs Residential Facility	, Community Care Facility and Group Residence
7682	2 (e)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
	10 (d)	Special Needs Residential Facility	Community Care Facility
7723	2 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
7852	2.1 (b)	Special Needs Residential Facility - Class B	Community Care Facility - Class B
	5	Special Needs Residential Facility	Community Care Facility
8055	2 (a)	Special Needs Residential Facility	Community Care Facility and Group Residence
8088	2 (b)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B

8111	2 (a) 5.1	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
8326	2 (b)	Special Needs Residential Facility - Group Living	Group Residence
8369	2 (a)	Special Needs Residential Facility - Community Care - Class B	Community Care Facility - Class B
8457	2 (b)	Special Needs Residential Facility - Community care - Class B	Community Care Facility - Class B
8479	2 (b)	Special Needs Residential Facility - Group Living	Group Residence
8546	2.2 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence
8880	3	Special Needs Residential Facility	Community Care Facility, Group Residence
9190	3 (c)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9204	3 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9454	3.2 (c)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9463	3.2 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9573	2.2 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9594	3.2 (c)	and Special Needs Residential Facility	Community Care Facility and Group Residence
9600	3.2 (b)	and Special Needs Residential Facility	Community Care Facility and Group Residence

EXPLANATION

**A By-law to amend Downtown-Eastside/Oppenheimer
Official Development Plan By-law No. 5532
re special needs residential facilities**

After the public hearing on June 10, 2008, Council resolved to amend the Downtown-Eastside/Oppenheimer Official Development Plan By-law to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities



BY-LAW NO. _____

**A By-law to amend Downtown-Eastside/Oppenheimer
Official Development Plan By-law No. 5532**

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

1. From each of sections 2.4, 4.2(e), 5.2(b), 6.2(e), and 7.2(d) of Schedule A to the Downtown-Eastside/Oppenheimer Official Development Plan By-law, Council strikes out “Special Needs Residential Facility - Community Care - Class B” and “Special Needs Residential Facility - Group Living”, and substitutes “Community Care Facility - Class B” and “Group Residence”.
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 _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend First Shaughnessy
Official Development Plan By-law No. 5546
re special needs residential facilities**

After the public hearing on June 10, 2008, Council resolved to amend the First Shaughnessy Official Development Plan By-law to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities

BY-LAW NO. _____



**A By-law to amend First Shaughnessy
Official Development Plan By-law No. 5546**

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

1. From section 3.2.1 of Schedule A to the First Shaughnessy Official Development Plan By-law, Council strikes out “Special Needs Residential Facility - Community Care - Class B”, “Special Needs Residential Facility - Community Care - Class A” and “Special Needs Residential Facility - Group Living”, and substitutes “Community Care Facility - Class B”, “Community Care Facility - Class A” and “Group Residence”.
2. From section 4.8.1 of Schedule A to the First Shaughnessy Official Development Plan By-law, Council strikes out “special needs residential facility”, and substitutes “community care facility, group residence”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**A By-law to amend By-law No. 9488 Regarding Areas of
Real Property in Certain RM, FM, and CD-1 Zoning Districts
re special needs residential facilities**

After the public hearing on June 10, 2008, Council resolved to amend the rental housing stock official development plan By-law to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities



BY-LAW NO. _____

A By-law to amend By-law No. 9488 Regarding Areas of Real Property in Certain RM, FM, and CD-1 Zoning Districts

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

1. From section 1.1 of Schedule A to By-law No. 9488, Council strikes out “special needs residential facility”, and substitutes “community care facility or group residence”.
2. From section 2.5 of Schedule A to By-law No. 9488, Council strikes out “Special Needs Residential Facility Guidelines adopted by Council on September 17, 1983 and amended on July 25, 1989, February 4, 1982, and May 4, 2004”, and substitutes “Community Care Facility and Group Residence Guidelines”.
3. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
4. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the Parking By-law
re special needs residential facilities**

On June 10, 2008, Council resolved to amend the Parking By-law to refer to community care facilities rather than special needs residential facilities. 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
June 24, 2008

Special needs residential facilities

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. This By-law amends the indicated provisions of the Parking By-law.
2. From section 4.2.3.1, Council:
 - (a) strikes out “Special Needs Residential Facility - Community Care - Class A; Special Needs Residential Facility - Community Care - Class B; and Special Needs Residential Facility -Group Living”, and substitutes “Community Care Facility - Class A; Community Care Facility - Class B; and Group Residence”; and
 - (b) repeals:

“A minimum of one space for each 37 square metres of floor area used for sleeping units, exclusive of bathrooms”

and substitutes:

“A minimum of one space for each four beds”.
3. From each of sections 4.8.4(b) and 7.2.2.1, Council strikes out Special Needs Residential Facility - Community Care - Class B”, and substitutes “Community Care Facility - Class B”.

4. From each of sections 5.2.3 and 6.2.2.1, Council strikes out “Special Needs Residential Facility - Community Care - Class B; Special Needs Residential Facility -Group Living”, and substitutes “Community Care Facility - Class B; Group Residence”.

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 125 Boundary Road**

At a public hearing on June 10, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 125 Boundary Road pursuant to Section 592 of the Vancouver Charter. 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
June 24, 2008

125 Boundary Road
(Beckett House)

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 125 Boundary Road, and the following legal description:

Parcel Identifier: 013-002-406
Lot 12 of
Lot 28
Town of Hastings Suburban Lands
Plan 3275

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.

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 19 pages

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

Signature of Agent

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

(PID)

(LEGAL DESCRIPTION)

013-002-406

Lot 12 of Lot 28 Town of Hastings Suburban Lands Plan 3275

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 [XX] 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):*

NATALIE ELIZABETH PERKINS

VANCOUVER CITY SAVINGS CREDIT UNION, in trust (see BL51963) (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	
_____ (Solicitor)	08			_____ NATALIE ELIZABETH PERKINS
_____ Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	08			_____ CITY OF VANCOUVER by its authorized signatory: _____ Frances J. Connell/Graham P. Johnsen

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	
<hr/> (Solicitor) (as to both signatures)	0	8		VANCOUVER CITY SAVINGS CREDIT UNION , by its authorized signatory(ies) <hr/> Print Name: <hr/> Print Name:

OFFICER CERTIFICATION:

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

**LAND TITLE ACT
FORM E
SCHEDULE**

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 9 -10, Section 2.1	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA365267	Page 19	Transferee
Section 219 Covenant	Pages 12 - 13, Article 3	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BA365267	Page 19	Transferee
Statutory Right of Way	Page 14, Article 5	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BA365267	Page 19	Transferee
Equitable Charge	Page 14, Article 6	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BA365267	Page 19	Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement - 125 Boundary Road

WHEREAS:

A. The Owner (as hereinafter defined) is the registered owner of the lands and premises in the City of Vancouver with a civic address of 125 Boundary Road, legally known and described as:

PID: 013-00-406
Lot 12 of Lot 28
Town of Hastings Suburban Lands
Plan 3275
(the "Lands");

B. Situate on the Lands is a building known as the "Beckett House" which is listed in Category C on the Vancouver Heritage Register;

C. The Owner has applied pursuant to development permit application DE411511 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof, and all plans, drawings and specifications related thereto, are collectively called the "Development Permit"), inter alia, to vary the zoning applicable to the Lands to enable:

- (i) Subdivision of the Lands into two lots comprised of 330 m² (3,554 square feet), which lot will have a civic address of 125 Boundary (the "North Lot"), and of 279 m² (3,000 square feet), which lot will have a civic address of 135 Boundary (the "South Lot"), instead of the currently applicable minimum lot size of 334 m² (3,595 square feet), after which subdivision the Beckett House will be located on the North Lot and a single family dwelling will be constructed on the South Lot;
- (ii) an increase in the FSR (as hereinafter defined) applicable to the North Lot from 0.60 to 0.64 and from 0.60 to 0.80 in the case of the South Lot;
- (iii) a reduction of the rear yard depth of the residence to be constructed on the South Lot from 24 feet to 4.0 m (13.02 feet);
- (iv) each of the Beckett House and the residence to be constructed on the South Lot to have two side entrances instead of one;

D. The City has agreed to the foregoing subject to a number of conditions, including without limitation, that:

- (i) the Beckett House being designated by by-law as a legally protected heritage building;
- (ii) the Beckett House being timely restored, and thereafter maintained, at the cost and expense of the Owner;

- (iii) the Owner entering into a heritage revitalization agreement pursuant to Section 592 of the *Vancouver Charter* (as hereinafter defined) to set forth the terms and conditions of the Owner's and the City's agreement; and
- (iv) the Owner enter into an easement agreement (the "**Easement Agreement**") to be registered against the Lands upon subdivision, which agreement will grant the Owner of the North Lot continued access to an easement area along the west side of the South Lot to gain access to a garbage and recycling storage area for the use and benefit of both the North Lot and the South Lot; 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 and a zoning by-law, and may include such other terms and conditions as the City's council and the Owner may agree, which by-law variations and supplements and other terms, conditions and agreements this Agreement sets forth.

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 from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges), pursuant to 592 of the *Vancouver Charter* the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. The terms defined in this Section 1.1 shall, unless otherwise specifically provided for in this Agreement (as defined below), have the following meanings:

- (a) "**Agreement**" means this instrument and agreement, all land title instruments and forms attached and all schedules, if any, to this instrument and agreement;
- (b) "**Beckett House**" has the meaning set out in Recital B;
- (c) "**Building By-law**" means the City of Vancouver Building By-law No. 9419 of 2007, as varied or supplemented from time to time, and includes any successor building by-law to the extent the same is or may be applicable;
- (d) "**City**" means the municipal corporation continued pursuant to the *Vancouver Charter*, and "**City of Vancouver**" means the geographic location;
- (e) "**Conservation Plan**" means the written plan and guidelines dated November 2006 prepared by or under the supervision of the Consultant for the conservation and preservation of the Heritage Building after its rehabilitation as required hereby is complete, as the same may be amended or supplemented from time to time with the prior written consent of the Director of Planning;
- (f) "**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, which Consultant as of the Effective Date is McGinn Engineering & Preservation Ltd;

- (g) **“Development Permit”** has the meaning set out in Recital C;
- (h) **“Director of Legal Services”** means the chief administrator from time to time of the Legal Services Department of the City and her successors in function and their respective nominees;
- (i) **“Director of Planning”** means the chief administrator from time to time of the Planning Department of the City and his successors in function and their respective nominees;
- (j) **“Easement Agreement”** has the meaning set out in Recital D(iv);
- (k) **“Effective Date”** means the date that this Agreement is executed by the Director of Legal Services;
- (l) **“Existing or Permitted Tenancies”** means occupation of the Beckett House by the current owner Natalie Elizabeth Perkins during its Rehabilitation;
- (m) **“Floor Space”** means the buildable (or built) area of a development calculated, if the Zoning and Development By-laws contain a method of measurement of floor space, in accordance with such method, taking into account any inclusions required and exclusions allowed under the Zoning and Development By-laws;
- (n) **“FSR”** means the permitted “floor space ratio” under the City’s Zoning and Development Bylaws and, more particularly, is the ratio of the permitted Floor Space for a development as compared to the size of the parcel of land upon which the development is or is to be situated;
- (o) **“Heritage Building”** means:
 - (i) the Beckett House, all elements and parts thereof and all permitted replacements thereof;
 - (ii) any other building or structure located on the Lands and identified as comprising part of the Heritage Building in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law; and
 - (iii) any other feature or fixture identified in the Development Permit or in the applicable heritage designation by-law or heritage revitalization by-law;
- (p) **“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;
- (q) **“Lands”** has the meaning set out in Recital A and includes, without limitation, any and all parcels into which they are consolidated and/or in any way subdivided;

- (r) **“North Lot”** has the meaning set out in Recital C(i);
- (s) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Natalie Elizabeth Perkins, and all of her 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;
- (t) **“Rehabilitation”** or **“Rehabilitate”** means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement, the Development Permit and the Conservation Plan, all to the satisfaction of the Director of Planning;
- (u) **“South Lot”** has the meaning set out in Recital C(i);
- (v) **“Subdivision By-law”** means City’s Subdivision By-law No. 5208, as varied, supplemented or replaced from time to time;
- (w) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time; and
- (x) **“Zoning and Development By-laws”** means those of the by-laws of the City which from time to time regulate the use and development of land in the City of Vancouver, including with respect to allowable density and floor space ratios, and are applicable to the Lands and to every part into which the Lands may be subdivided, including without limitation, Zoning and Development By-Law No. 3575, as varied, supplemented or replaced from time to time.

1.2 **Headings.** The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 **Number.** Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

1.5 **Severability.** All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.

1.6 City Approvals. In this Agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this Agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, shall be of no force or effect.

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 cost and expense forthwith undertake, and diligently prosecute to conclusion within two years of the Effective Date, the Rehabilitation, which shall include the following exterior work, without limitation:
 - Removal of the existing stucco to expose the original wood drop siding which will be repaired where required;
 - Removal of metal soffits to expose original rafter tails;
 - Replacement of worn asphalt shingles with new;
 - Replacement of existing aluminum windows with new wood sashes in repaired original wood frames;
 - Reconstruction of removed eave brackets;
 - Restoration of the rear open porch complete with a new wood panel door;
 - Development of a new landscape design that respects the mature trees and shrubs;
 - A historically appropriate colour scheme will be proposed; and
 - Any mortar found in the chimney will be repointed as required.
- (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 Director of Legal Services, 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 Director of Planning a signed statement (in form and contents satisfactory to the Director of Planning) confirming that the Rehabilitation has been fully completed;

- (f) the City shall be under no obligation to issue, and neither the Owner nor any other person shall apply for, nor take any action to compel the issuance of, an occupancy permit for the Heritage Building or for any building or improvement constructed on the Lands (or any part thereof) notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled until:
 - (i) the Rehabilitation is completed (subject to section 2.2); and
 - (ii) until the Easement Agreement, in form and substance satisfactory to the Director of Legal Services, has been registered in the Land title Office; and
- (g) until the Rehabilitation is completed and an occupancy permit has been issued for the Heritage Building as so rehabilitated:
 - (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 except for occupancy under the Existing or Permitted Tenancies, nor the use or occupation of any other building or improvement constructed on the Lands; and
 - (ii) the person that is the registered Owner on the Effective Date shall not transfer all or any of its legal or beneficial ownership in the Lands without the prior written consent of the Director of Legal Services.

2.2 Notwithstanding paragraph (f)(i) of Section 2.1, if prior to the time that the Rehabilitation has been completed, the Owner wishes to obtain an occupancy permit for the Heritage Building or any other building or improvement constructed on the Lands (or any part thereof), the Owner may do so if:

- (a) this Agreement has been fully registered in the Land Title Office in the manner set out in this Agreement;
- (b) the Development Permit and building permits for the Rehabilitation have been issued to the Owner by the City;
- (c) all other legal requirements in respect of the occupancy permit sought, have been fulfilled;
- (d) the Owner has provided to the City a letter of credit in the amount equal to 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 explicitly accepted in writing by the Director of Planning);
- (e) the Owner is not at the time of issuance of the occupancy permit sought, 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.

2.3 All letters of credit required by this Agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the Director of Legal Services. Further, all letters of credit will be provided for a period of one 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 is not carrying out or has not carried out the Rehabilitation in a manner satisfactory to the Director of Planning;
- (d) the City undertakes all or any part of the Rehabilitation; and/or
- (e) the Owner is in breach of any of its obligations under this Agreement.

2.4 Any letter(s) of credit issued in favour of the City pursuant to this Agreement may be reduced in amount from time to time, at the Owner's request and expense, as the Rehabilitation progresses, on the City giving its explicit instructions to the issuing financial institution to do so, provided that the reduced amount of the letter(s) of credit is always no less than 120% of the then estimated cost to complete the Rehabilitation, with such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the Director of Planning;

2.5 After full completion of the Rehabilitation, and the issuance of all occupancy permits required for full occupancy thereof, all letters of credit issued in favour of the City pursuant to this Agreement may be cancelled, within a reasonable time after the Owner's request to the City, and at the Owner's expense, by the City giving its explicit written instructions to the issuing financial institution(s) to cancel them.

ARTICLE 3

CONTINUING USE, PRESERVATION AND PROTECTION OF THE HERITAGE BUILDING

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, to the satisfaction of the Director of Planning, preserve, protect, maintain and keep in good order the Heritage Building as would a reasonable and prudent owner;

- (b) the Owner shall, to the satisfaction of the Director of Legal Services, keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (c) the Owner shall not, except as may be permitted by this Agreement, the Development Permit or 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);
- (d) 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 cost of the replacement building contemplated below and the fact that heritage incentives (including the Additional Density) have been granted herein. 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 paragraph (e) below. If the Owner and the City agree or if an arbitrator(s) determines that it is uneconomic to repair the Heritage Building or if the Heritage Building is destroyed, the Owner shall not be obligated to repair or rebuild the Heritage Building, but will be restricted to building on the Lands a building of similar form, massing, quality of materials, detailing and height as the original Heritage Building, and the City shall, at the Owner's expense, execute and deliver an amendment, and to the extent applicable a partial discharge (in which case paragraphs (a), (b) and (c) of Article 8 will apply), of this Agreement to reflect such change in circumstances;
- (e) all disputes arising from paragraph (d) above shall be determined by arbitration in the manner set out in this paragraph (e). Within 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 arbitrators, one of whom shall be chosen by the Owner, one of whom shall be chosen by the City and the third by the two so chosen, and the third arbitrator so chosen shall be the chairman. Decisions will be made by the majority of the arbitrators. If within 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 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 it or 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* (British Columbia), as amended or re-enacted from time to time, shall apply; and

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

ARTICLE 4 ADDITIONAL DENSITY AND BY-LAW VARIATION

4.1 As compensation to assist the Owner in defraying the cost of the Rehabilitation and for any diminution in value resulting from the designation, in respect of the Lands only (nothing in this Agreement applies to any other property), the Director of Planning hereby:

- (a) varies the RS - 1 District Schedule of the Director of Planning's Zoning and Development By-Law No. 3575 (the "RS-1 Schedule") by:
- (i) varying Section 4.7.1 of the RS-1 Schedule to allow an FSR of 0.64 for the North Lot and 0.80 for the South Lot;
 - (ii) varying Section 4.6.1 of the RS-1 Schedule to allow a rear yard depth for the South Lot of 4.0 m (13.02 feet);
 - (iii) varying Section 4.17.3 of the RS-1 Schedule to allow each of the Beckett House and the residence to be constructed on the South Lot to have two side entrances; and
- (b) varies Section 9.1 of the Subdivision By-law to allow subdivision of the Lands into two lots, namely:
- (i) the North Lot, with a frontage of 16.3 m (53.8 feet), a depth of 20.1 m (66.1 feet) and a total area of 330.2 m² (3,554 square feet); and
 - (ii) the South Lot, with a frontage of 16.3 m (53.5 feet), a depth of 17.1 m (56.15 feet) and a total area of 278.7 m² (3,000 square feet).

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 and to install upon the exterior of the Heritage Building a commemorative plaque regarding the Heritage Building's historical significance and, in the event that the Owner is in default of any of its obligations under this Agreement, to undertake and/or diligently prosecute to conclusion the Rehabilitation, and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so.

5.2 Notwithstanding Section 5.1, nothing herein obligates the City to conduct the Rehabilitation, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Heritage Building.

5.3 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation, or any other work contemplated by Section 5.1:

- (a) there shall be no express or implied warranties as to the quality of the Rehabilitation, or any other work contemplated by Section 5.1, 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 the Rehabilitation or any part thereof, and any other work contemplated by Section 5.1, plus 20% of such costs as fair compensation for the City's administrative costs.

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

ARTICLE 6 EQUITABLE CHARGE

The Owner grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law 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 (each, a "City Party" for the purposes of this Section 7.1), 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 (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its directors, officers, employees, contractors, agents or licencees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) the inability of the Owner to use, in whole or in part, any of the Additional Density that may be used 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 (other than where the decision of the City Party is patently malicious or capricious);
- (b) the City conducting all or any portion of the Rehabilitation or any other work contemplated by this Agreement;
- (c) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement, until the Owner has fully complied with all requirements of the City in this Agreement and otherwise applicable to the Lands;

- (d) this Agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (e) any release of this Agreement or the loss of any of the rights granted hereunder;
- (f) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; and
- (g) issuance of any development permit in respect of the Lands.

7.2 Without limiting the generality of Section 7.1, the Owner hereby acknowledges and agrees that, notwithstanding that:

- (a) this Agreement and the heritage revitalization by-law authorizing it; and
- (b) the heritage designation by-law enacted concurrently with the heritage revitalization by-law, which identifies Beckett House as a “Protected Heritage Property”;

each impose consequent restrictions on the future redevelopment of the Lands, the by-law variations and supplements effected by, and the other terms and conditions of, this Agreement and the Development Permit are full and fair compensation for the obligations and restrictions placed upon the Owner by this Agreement and such heritage designation by-law, including without limitation, any resulting reduction in the market value of the Lands and/or its improvements, and the Owner waives and renounces all claims for further or other compensation by reason of this Agreement and/or such heritage designation by-law, and acknowledges that the requirements of Section 595(1) of the *Vancouver Charter* have been met to its satisfaction by the terms of this Agreement.

7.3 The releases and indemnities set out in this Article 7 shall survive the expiration or earlier termination of this Agreement and shall survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 7 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 8 PARTIAL DISCHARGE

The City agrees, without in any way affecting the other terms and conditions set out in this Agreement, to release the Section 219 Covenant described in Section 2.1 if and when all of the covenants and obligations in that Article have, in the City’s sole discretion, been fully satisfied; provided, however that:

- (a) the City will have no obligation to execute such discharge until a written request therefore from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharge, and the cost of registration of same in the Vancouver Land Title Office will be paid by the Owner; and

- (c) the City will have reasonable time within to which to execute the aforesaid discharge and return the same to the Owner.

ARTICLE 9 NOTICES

Any notice, request or communication required or permitted to be given hereunder will be in writing and will be deemed to have been duly given if delivered to the party or mailed in Canada by prepaid registered post addressed to the party as follows:

- (a) To the Owner, at the address shown therefor in item 6 of the *Land Title Act Form C* forming Part 1 hereof;
- (b) to the City, at:
 City of Vancouver
 Law Department
 453 West 12th Avenue
 Vancouver British Columbia
 V5Y 1V4
Attention: City Clerk and Director of Legal Services;

or to such other address in Canada as any party may specify in writing to the other parties, provided that if and when the owner of any parcel of land should change, then to the address as set out in the State of Title Certificate for that particular parcel of land, or, if strata-titled, the address of the strata corporation in the records of the Land Title Office, and such notice will be deemed to have been received, if delivered, on the date of delivery, and if mailed as aforesaid within Canada then on the third business day following its mailing, provided that if mailed, should there be between the time of the mailing and the actual receipt of the notice, a mail strike, slowdown or other labour dispute which might affect delivery of such notice, then such notice will only be effective if and when actually delivered.

ARTICLE 10 GENERAL

10.1 Joint and Several Liability. If the 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.

10.2 Priority of Registration. 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 financial encumbrances except financial encumbrances in favour of the City.

10.3 Perfection of Intention. The parties hereto will do such things and execute such further and other documents and instruments and do such further and other acts as may be reasonably necessary to implement and carry out the provisions and intent of this Agreement and to ensure timely and effective registration in the Land Title Office.

10.4 Waiver. The Owner acknowledges and agrees that no failure on the part of the City to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the City of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for the City herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

10.5 Time of Essence. Time will be of the essence of this Agreement.

10.6 Costs. 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.

10.7 Enurement. This Agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement shall charge and run with the Lands and 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.

10.8 Subdivision of the Lands. Without limiting the generality of Section 10.7, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the 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:
 - (i) be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners;
 - (ii) take into consideration the content of this Agreement when creating, amending or rescinding the rules and regulations of the strata corporation applicable to strata lot owners, and shall cause the strata lot owners to comply with the obligations, restrictions and limitations as provided herein;
 - (iii) be responsible for any breach arising from any action or omission of any and all of the strata lot owners of the obligations, restrictions and limitations as provided herein; and
 - (iv) be entitled to give all permissions and consents permitted to be given by the 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, her 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, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

If the Heritage Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the Rehabilitation has been completed, the City may release and discharge this Agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located, provided that the City is satisfied in its sole discretion that the rights and obligations secured by this Agreement are not materially diminished in any way as a result, in which case paragraphs (a), (b) and (c) of Article 8 will also apply.

10.9 City's Other Rights and Obligations. Nothing contained or implied in this Agreement will derogate from the obligations of the Owner under any other agreement with the City or, 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* 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.

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

**PRIORITY AGREEMENT
and
MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

VANCOUVER CITY SAVINGS CREDIT UNION (the "Chargeholder")
Holder of MORTGAGE BA365267 (the "Charge")
charging Lot 12 of Lot 28 Town of Hastings Suburban Lands Plan 3275 (the "Lands"),
in trust (see BL51963)

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 Charges, hereby approves and consents to the granting of the Section 219 Covenants, Statutory Right of Way and Equitable Charge attached in respect of the Lands (collectively, the "Encumbrances"), and consents and agrees that the Encumbrances shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be encumbrances upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrances 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 Agreement on the Form D which is a part hereof.

END OF DOCUMENT

EXPLANATION

Heritage Designation By-law re 125 Boundary Road

At a public hearing on June 10, 2008, Council approved a recommendation to designate a building at 125 Boundary Road as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
June 24, 2008

125 Boundary Road
(Beckett House)

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

125 Boundary Road

Parcel Identifier:
013-002-406
Lot 12 of
Lot 28
Town of Hastings
Suburban Lands
Plan 3275

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 _____, 2008

Mayor

City Clerk

EXPLANATION**A By-law to amend the Subdivision By-law
regarding miscellaneous amendments**

The attached by-law will implement Council's resolution of June 10, 2008 to amend the Subdivision By-law regarding miscellaneous amendments including extending the acceptance period for preliminary approvals, adding an extension provision, adding minimum parcel size standards for certain zoning districts, and incorporating gender neutral language.

Director of Legal Services
June 24, 2008

BY-LAW NO. _____



**A By-law to amend Subdivision By-law No. 5208
regarding miscellaneous amendments**

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 Subdivision By-law.
2. From each of sections 4.5, 9.7, 9.8, 9.9, 9.10, and 10.1, Council strikes out “his opinion” each time it occurs, and substitutes “the Approving Officer’s opinion”.
3. In section 5.1, Council strikes out:
 - (a) “his”, and substitutes “the owner’s”; and
 - (b) “Director of Planning”, and substitutes “Approving Officer”.
4. In section 5.2, Council strikes out:
 - (a) “his”, and substitutes “the Approving Officer’s”; and
 - (b) “where he rejects”, and substitutes “for rejecting”.
5. In section 5.3, Council strikes out “one hundred and twenty (120)”, and substitutes “180”.
6. After section 5.4, Council adds:

“5.5 The Approving Officer may allow an extension or extensions of the period specified in section 5.3 for additional periods if the same is warranted by the circumstances.”
7. In section 6.1, Council:
 - (a) strikes out “his”, and substitutes “the owner’s”;
 - (b) strikes out clause (a); and
 - (c) re-letters clauses (b) to (f) inclusive as clauses (a) to (e) inclusive.
8. From section 6.2, Council strikes out “linen”, and substitutes “transparency, a duplicate transparency”.
9. From section 6.3, Council strikes out “that he be satisfied”, and substitutes “confirmation”.

10. In section 7.1, Council:
 - (a) strikes out “he””, and substitutes “the Approving Officer”;
 - (b) after “furnish”, adds “satisfactory”;
 - (c) strikes out “to satisfy him”;
 - (d) strikes out “his”, and substitutes “the applicant’s”.
11. In section 7.2, Council strikes out
 - (a) “he is”; and
 - (b) “he”, and substitutes “the Approving Officer”.
12. In section 8.7, Council strikes out:
 - (a) “the Approving Officer rejects”, and substitutes “rejecting”;
 - (b) “he”, and substitutes “the Approving Officer”; and
 - (c) “his”, and substitutes “the”.
13. To section 9.1(a), after “80 percent of”, Council adds “either”.
14. Council repeals section 9.2, and substitutes:

“9.2 Notwithstanding Section 9.1, the Approving Officer may approve a subdivision of two or more adjoining parcels located in the RS-1, RS-3, RS-3A, RS-5 or RS-6 Zoning District, which creates parcels having a lesser width or area than the minimum prescribed in Table 1 of Schedule A, and provided that:

 - (a) the already established lawful development in the blockface containing the parcels to be subdivided occurs on parcels having a lesser width or area than the minimums prescribed in Table 1 of Schedule A, and the parcels to be created by the subdivision would be consistent in width and area with those parcels, except that no parcel created shall have a width less than 7.315 m as measured at the required building line; or
 - (b) the parcels to be created by the subdivision would be consistent in width and area and the number of parcels to be created by the subdivision could otherwise be considered pursuant to Section 9.1”.

15. From each of sections 9.3, 9.5, 9.6, 10.2, and 10.3, Council strikes out “he” each time it occurs, and substitutes “the Approving Officer”.

16. In section 10.6, Council strikes out:

- (a) “Board of Transport Commissioners”, and substitutes “Canadian Transportation Agency”;
- (b) “he”, and substitutes “the Approving Officer”;
- (c) “he approves”, and substitutes “approving”.

17. To Table 1 of Schedule A, after the listing for “RM-4N”, Council adds:

“RM-5	Multiple Dwelling	50'	[15.240 m]	6000 sq. ft.	[557.418 m ²]
RM-5A	Multiple Dwelling	50'	[15.240 m]	6000 sq. ft.	[557.418 m ²]
RM-5B	Multiple Dwelling	50'	[15.240 m]	6000 sq. ft.	[557.418 m ²]
RM-5C	Multiple Dwelling	50'	[15.240 m]	6000 sq. ft.	[557.418 m ²]
RM-6	Multiple Dwelling	50'	[15.240 m]	6000 sq. ft.	[557.418 m ²]

18. To Table 2 of Schedule A, after the listing for “RM-4N”, Council adds:

“RM-5	Multiple Dwelling	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]
RM-5A	Multiple Dwelling	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]
RM-5B	Multiple Dwelling	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]
RM-5C	Multiple Dwelling	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]
RM-6	Multiple Dwelling	30'	[9.144 m]	3000 sq. ft.	[278.709 m ²]

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

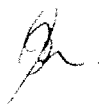
EXPLANATION

**A By-law to amend the Parking By-law
re bicycle spaces**

On May 13, 2008, Council resolved to amend the Parking By-law with regard to the provision and regulation of bicycle spaces and related matters. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
June 24, 2008

Off-street bicycle parking



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. This By-law amends the indicated provisions of the Parking By-law.
2. In this By-law, "Class A column" means the first sub-column, titled "Class A", of Column 3 of the table set out in section 6.2.
3. In each of sections 6.2.2.2., 6.2.2.3., and 6.2.6.1., from the Class A column, Council strikes out "25", and substitutes "17".
4. In each of sections 6.2.4.1. and 6.2.5.1. from the Class A column, Council strikes out "750", and substitutes "500".
5. After section 6.2., Council adds:

"6.2A. Despite section 6.2., for each five Class A bicycle spaces provided on a site in addition to the required number of bicycle spaces for:

 - (a) an office use under section 6.2.4.1. or a retail and service use under section 6.2.5.1., there is to be a reduction of 1 in the number of motor vehicle spaces required on the site, except that the maximum number of bicycle spaces on the site which may count toward calculation of the motor vehicle spaces is not to exceed 1 space for each 300 m² of gross floor area, and is to be the difference between the required number of bicycle spaces and the number of bicycle parking spaces provided on the site; and
 - (b) a hospital or other similar use under section 6.2.2.2., a school - elementary or secondary or university or college under section 6.2.2.3., or a manufacturing use, transportation and storage use, utility and communication use or wholesale use under section 6.2.6.1., there is to be a reduction of 1 in the number of motor vehicle spaces required on the site, except that the maximum number of bicycle spaces on the site which may count toward calculation of the motor vehicle spaces is not to exceed one space for each 10 employees, and is to be the difference between the required number of bicycle spaces and the number of bicycle parking spaces provided on the site."
6. From section 6.3.2.(b), Council strikes out "chain-link", and substitutes "expanded metal mesh".
7. To section 6.3.3., after "walls" in the first sentence, Council adds ", and all solid interior walls shall be painted".

8. In section 6.3.4., Council adds:
 - (a) after “visual access”, “, except that residential developments do not require such security windows”; and
 - (b) at the end:

“, and the locks shall be high security in nature”.
9. Council repeals section 6.3.5., and substitutes:

“The bicycle room shall be designed to accommodate a maximum of 40 bicycles, except that:

 - (a) this number can be increased to 120 if the room is compartmentalized using expanded metal mesh (see 6.3.14.) with lockable industrial-grade doors into enclosures containing a maximum of 40 bicycles; and
 - (b) this number does not include bicycle lockers.”
10. To the end of section 6.3.13., Council adds:

“No more than 30% of the required Class A bicycle spaces may be vertical.”
11. After section 6.3.13., Council adds:

“6.3.13A. Minimum Number of bicycle lockers

At least 20% of the Class A bicycle spaces must be bicycle lockers.”
12. From section 6.3.14., Council strikes out “industrial-grade chain-link walls”, and substitutes “expanded metal mesh”.
13. From section 6.3.15., Council strikes out “reinforced chain-link as per section 6.3.14., and substitutes “expanded metal mesh”.
14. After section 6.3.19., Council adds:

“6.3.20. Conversions in existing buildings

Owners of existing buildings may convert motor vehicle parking spaces to Class A bicycle spaces, at the ratio of 1 motor vehicle parking space to 5 bicycle spaces, to the extent necessary to provide the number of bicycle spaces required under this By-law.

6.3.21. Electrical outlets

Each two Class A bicycle spaces must have an electrical outlet.”

15. To section 6.5.1., at the end, Council adds “with respect to no more than 50% of the lockers and 180 cm in height with respect to at least 50% of the lockers”.

16. 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.

17. This By-law is to come into force and take effect on the date of its enactment except for:

(a) section 13 of this By-law, with respect to the addition of section 6.3.21., which is to come into force and take effect on January 1, 2009; and

(b) section 14 of this By-law, which is to come into force and take effect on July 1, 2009.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**A By-law to amend the Zoning and Development By-law
re 5475 Dunbar Street and 3625 and 3641 West 39th Avenue**

After the public hearing on May 15, 2007, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for this site. 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
June 24, 2008

5475 Dunbar Street
3625 and 3641 West 39th Avenue



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-592 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 (469).

2.2 Subject to approval by Council 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 (469) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Dwelling Uses, limited to Multiple Dwelling and Infill Two-Family Dwelling; and
- (b) Accessory Uses customarily ancillary to any of the uses listed in this section 2.2.

Density

3.1 Computation of floor area must assume that the site consists of 2 428.8 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

3.2 The multiple dwelling use on the site must not exceed two buildings containing 10 dwelling units in one building and four dwelling units in the other.

3.3 The floor space ratio for all permitted uses must not exceed 1.1.

3.4 Computation of floor space ratio must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building; and
- (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.

3.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) amenity areas, including recreation facilities, and meeting rooms, except that the exclusion must not exceed, in aggregate, 10% of the permitted floor area;
- (e) areas of undeveloped floors located:
 - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit; and
- (g) 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.

Building height

4.1 The building height for the multiple dwelling must not exceed 10.7 m measured from base surface.

4.2 The building height for the infill two-family dwelling must not exceed 8.2 m measured from base surface.

Setbacks

5. The setbacks of the dwelling uses must be at least:
- (a) 1.4 m from the north property line;
 - (b) 3.5 m from the west property line;
 - (c) 3.0 m from the east property line; and
 - (d) 2.3 m from the south property line.

Parking and bicycle spaces

6. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations and exemptions in, the Parking By-law, of off-street parking spaces and bicycle spaces, all as defined under the Parking By-law, except that:
- (a) each dwelling unit that contains less than 50 m² of gross floor area must have at least 0.5 parking space;
 - (b) each dwelling unit that has 50 m² or more of gross floor area must have at least 0.5 parking space plus one space for each 200 m² of gross floor area but need not have more than 1.5 parking spaces;
 - (c) there must be at least a 2.3 m vertical clearance for all parking, manoeuvring and access routes within the site to accommodate vehicles serving persons with disabilities; and
 - (d) there must be at least four Class B bicycle spaces for visitors.

Acoustics

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

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

Severability

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

Force and effect

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

Schedule A



Z-592

RZ - 5475 Dunbar Street, 3625 and 3641 W 39th Avenue map: 1 of 1
 City of Vancouver scale: NTS ↑
 date: April 2007

EXPLANATION

**Subdivision by-law No. 5208 amending by-law re
5475 Dunbar Street and 3625 and 3641 West 39th Avenue**

Enactment of the attached by-law will delete 5475 Dunbar Street and 3625 and 3641 West 39th Avenue from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 15, 2007 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
June 24, 2008

5475 Dunbar Street
3625 and 3641 West 39th Avenue



BY-LAW NO. _____

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

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

1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references incorporated therein.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

By-law No. _____ being a By-law to amend By-law No. 5208
 being the Subdivision By-law



The properties outlined in black (**Site**) are deleted from the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

5475 Dunbar Street, 3625 and 3641 W 39th Avenue

map: 1 of 1
 scale: NTS



City of Vancouver

EXPLANATION

**A By-law to amend CD-1 By-law No. 8131
re Great Northern Way Campus**

After the public hearing on June 10, 2008, Council resolved to amend this CD-1 By-law in relation to the new structure plan for the Great Northern Way Campus. 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
June 24, 2008

Great Northern Way Campus

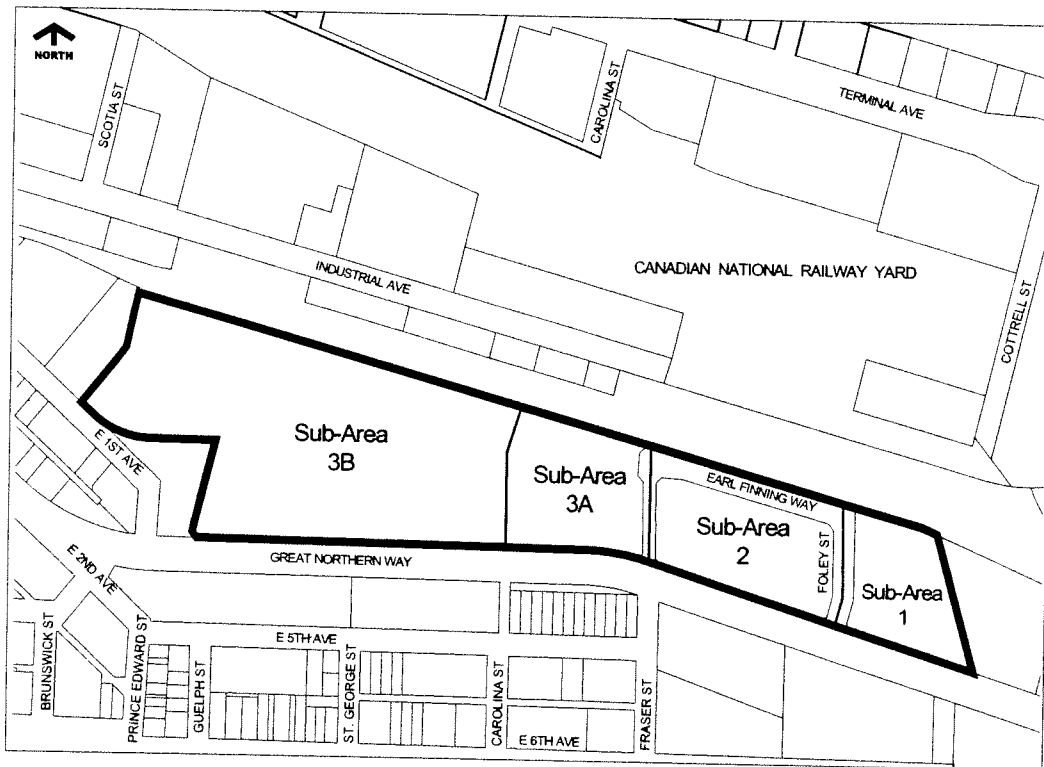
2.

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 8131

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

1. This By-law amends the indicated provisions, diagrams, tables, plans, and schedules of By-law No. 8131.
2. Council repeals Schedule "A", and substitutes Schedule A attached to this By-law.
3. From section 4, Council repeals Diagram 1 - Sub-Areas, and substitutes:

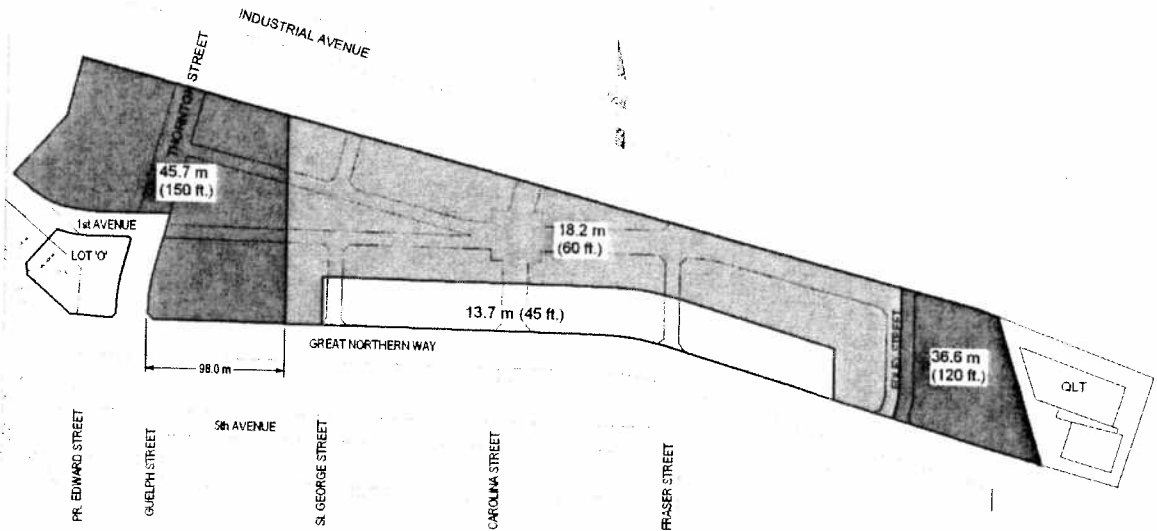


4. From section 5.1, Council strikes out "321 282", and substitutes "313 038".

5. From section 5.2, Council repeals Table 1, and substitutes:

Use	Sub-areas				Maximum Total Floor Area
	1	2	3A + 3B combined	3B only	
<ul style="list-style-type: none"> High-Tech and Light Industrial Uses; Office Use, but limited to Information Technology; and Service Uses, but limited to Laboratory, Photofinishing or Photography Laboratory, Production or Rehearsal Studio and Work Shop; Institutional Uses, limited to School - University or College Accessory uses 	48 158 m ²	27 999 m ²	236 881 m ²	-	313 038 m ²
<ul style="list-style-type: none"> Office Uses, but not including the offices of accountants, lawyers and notary publics, nor the offices of real estate, advertising and insurance, nor travel and ticket agencies 	-	5 715 m ²	50 025 m ²	-	55 740 m ²
<ul style="list-style-type: none"> Office Uses, but limited to the offices of accountants, lawyers and notary publics, and the offices of real estate, advertising and insurance, and travel and ticket agencies 	-	571 m ²	5 003 m ²	-	5 574 m ²
<ul style="list-style-type: none"> Retail; Service, but not including Hotel and Laboratory 	-	1 619 m ²	14 174 m ²	-	15 793 m ²
<ul style="list-style-type: none"> Live-Work Uses 	-	-	-	16 722 m ²	16 722 m ²
<ul style="list-style-type: none"> Hotel 	-	-	-	9 290 m ²	9 290 m ²

6. From section 6, Council repeals Diagram 2 - Maximum Building Heights, and substitutes:



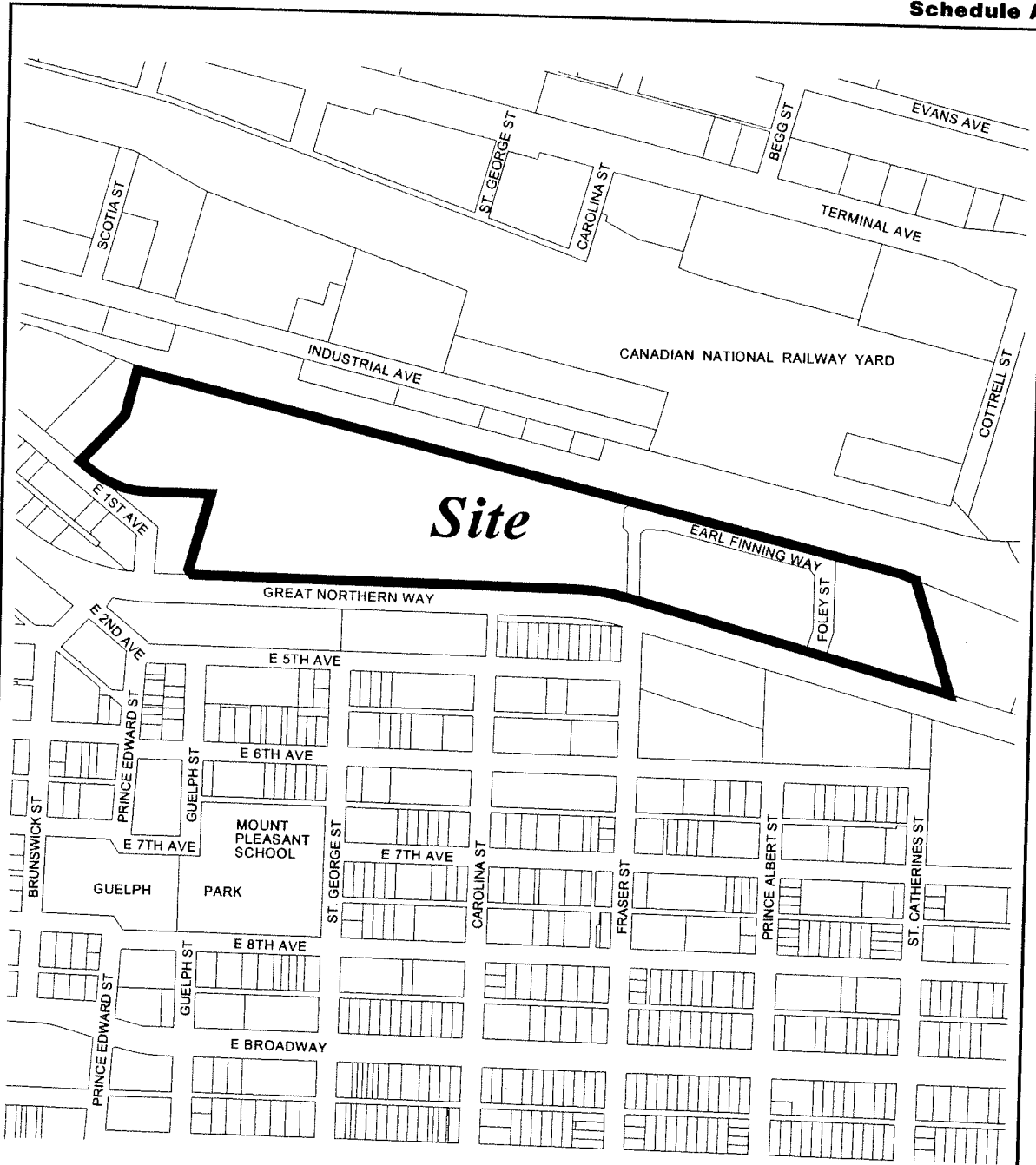
7. Council strikes out "555 Great Northern Way" wherever it appears, and substitutes "Great Northern Way Campus".

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:
 From **CD-1** to **CD-1**

Z-601 (a)

RZ - Great Northern Way Campus

map: 1 of 1
 scale: NTS



City of Vancouver

date: May 2008

EXPLANATION

**A By-law to amend the Zoning and Development By-law
re Great Northern Way Campus**

After the public hearing on June 10, 2008, Council resolved to amend the Zoning and Development By-law in relation to the new structure plan for the Great Northern Way Campus. 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
June 24, 2008

Great Northern Way Campus



BY-LAW NO. _____

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

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

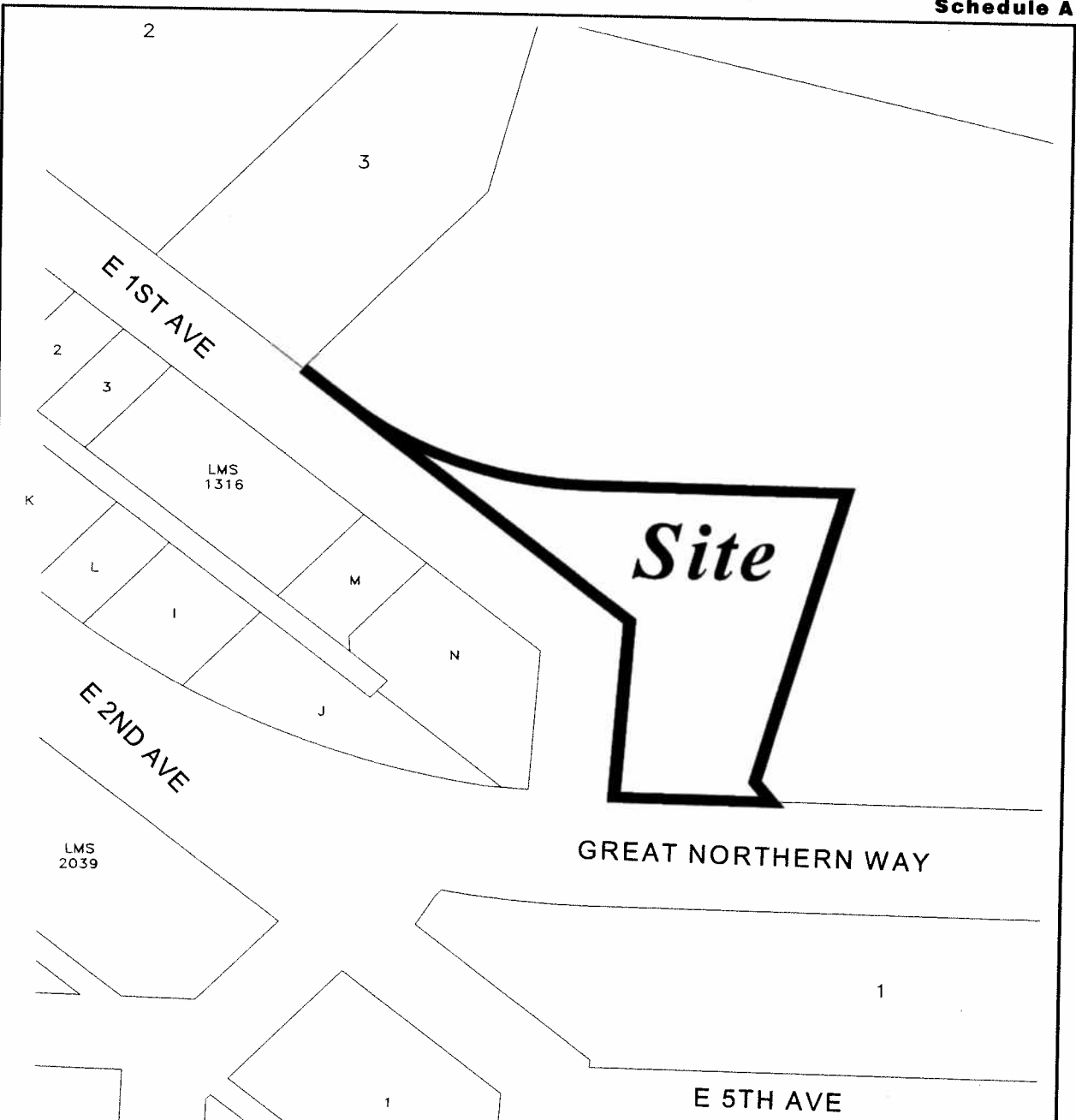
1. This By-law amends the indicated provisions, schedules, and plans of the Zoning and Development By-law.
2. This By-law amends the Zoning District Plan attached as Schedule D to the Zoning and Development By-law, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-601 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D.
3. Council re-numbers sections 4.17.2 and 4.17.3 of the IC-3 District Schedule as sections 4.17.3 and 4.17.4.
4. After section 4.17.1 of the IC-3 District Schedule, Council inserts:

“4.17.2 If the Director of Planning or Development Permit Board is satisfied that enforcement of section 4.17.1 will result in unnecessary hardship, and that the form of development will otherwise achieve building continuity, the Director of Planning or Development Permit Board may relax all or some of the requirements of section 4.17.1.”
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:
From **CD-1** to **IC-3**

Z-601 (b)

RZ - Great Northern Way Campus

map: 1 of 1
scale: NTS



City of Vancouver

date: May 2008

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 2978 West 5th Avenue**

At a public hearing on May 13, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 2978 West 5th Avenue pursuant to Section 592 of the Vancouver Charter. 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
June 24, 2008

2978 West 5th 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 property bearing the civic address of 2978 West 5th Avenue, and the following legal description:

Parcel Identifier: 011-494-921
Lot 46
Block 29
District Lot 192
Plan 4561

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.

LAND TITLE ACT

FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

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

Signature of Agent

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

(PID)
011-494-921

(LEGAL DESCRIPTION)
Lot 46 Block 29 District Lot 192 Plan 4561

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):*

PETER RICHARD NEUFELD and MICHELLE KATHLEEN DEMOS, 2978 West 5th Avenue Vancouver, B.C.,
V6K 1T9
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	
_____ (Solicitor) (s to both signatures)	08			MICHELLE KATHLEEN DEMOS
_____ (Solicitor) (as to both signatures)	08			PETER RICHARD NEUFELD
				HSBC BANK CANADA, by its authorized signatory
				Print Name:
				Print Name:
				CITY OF VANCOUVER by its authorized signatory:
_____ Stephen F. Hayward Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				_____ Frances J. Connell/Graham P. Johnsen

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 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 6 - 7, Article 2	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BW73711	Page 12	Transferee
Statutory Right of Way	Pages 7 - 8, Article 3	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BW73711	Page 12	Transferee
Equitable Charge	Page 8, Article 4	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BW73711	Page 12	Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Covenant - 2978 West 5th Avenue

Dated for reference the 21st day of April, 2008

WHEREAS:

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

PID: 011-494-921
 Lot 46
 Block 29
 District Lot 192
 Plan 4561
 the "Lands")

B. Situate on the Lands is a building known as the "Glenesk Residence" and a garage, with a civic address of 2978 West 5th Avenue;

C. The Glenesk Residence is listed in Category B on the Vancouver Heritage Register;

D. The Owner has applied, pursuant to development permit application DE411223 (which development permit application together with all development permits issued pursuant thereto and all amendments, modifications or replacements thereof are collectively called the "Development Permit"):

- (i) to convert the existing single family Glenesk Residence to a multiple conversion dwelling containing two units;
- (ii) to restore the exterior of the Glenesk Residence;
- (iii) to include an addition of 605 square feet of floor space; and
- (iv) to add a small addition to the existing garage for two cars; and

E. The City has agreed to the foregoing subject to a number of conditions, including without limitation, that:

- (i) the Glenesk Residence being designated by by-law as a legally protected heritage building, to secure its long term protection as a heritage building;
- (ii) the Glenesk Residence being timely restored, and thereafter maintained, at the cost and expense of the Owner;
- (iii) the Owner entering into this Agreement with the City; and

- (iv) the Owner entering into a heritage revitalization agreement (which agreement is dated for reference April 21, 2008, as amended or supplemented from time to time, the “**Heritage Revitalization Agreement**”) with the City, as authorized by by-law pursuant to section 592 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 passing from the City to the Owner (the receipt and sufficiency of which the Owner hereby acknowledges) and, where applicable, pursuant to Section 592 of the *Vancouver Charter*, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. The terms defined in this Section 1.1 will, unless otherwise specifically provided for in this Agreement or unless the context clearly otherwise requires, have the following meanings:

- (a) “**Agreement**” means this instrument and agreement, all land title instruments and forms attached and all schedules, if any, to this instrument and agreement;
- (b) “**City**” means the municipal corporation continued pursuant to the *Vancouver Charter*, and “**City of Vancouver**” means the geographic location;
- (c) “**Consultant**” means the Owner’s heritage consultant who will be a registered architect or professional engineer in good standing and who will have substantial experience in heritage rehabilitation work;
- (d) “**Development Permit**” is defined in Recital D;
- (e) “**Effective Date**” means the date that this Agreement is executed by the City;
- (f) “**Glenesk Residence**” is defined in Recital B;
- (g) “**Heritage Building**” means:
 - (i) the Glenesk Residence, all elements thereof and all permitted replacements thereof;
 - (ii) any other building or structure located on the Lands, excluding the garage, and identified as comprising part of the Glenesk Residence in the Development Permit or in the applicable heritage designation or heritage revitalization by-law; and
 - (iii) any other feature or fixture identified in the Development Permit or in the heritage designation or heritage revitalization by-law;

- (h) “**Heritage Revitalization Agreement**” is defined in Recital E, Paragraph (iii);
- (i) “**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;
- (j) “**Lands**” is defined in Recital A;
- (k) “**Owner**” means the registered owner of the Lands as of the Effective Date, namely Peter Richard Neufeld and Michelle Kathleen Demos, as joint tenants, and all of their respective heirs, 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;
- (l) “**Rehabilitation**” or “**Rehabilitate**” means the rehabilitation and restoration of the Heritage Building in accordance with this Agreement, the Heritage Revitalization Agreement and the Development Permit;
- (m) “**Vancouver Charter**” means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time.

1.2 Headings. The division of this Agreement into Articles, Sections and Paragraphs and the insertion of headings is for the convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article or other portion hereof and include any agreement or instrument supplemental or ancillary hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Recitals, Articles, Sections or Paragraphs are to Recitals, Articles, Sections or Paragraphs of this Agreement.

1.3 Number. Words importing the singular number only will include the plural and vice versa, words importing the masculine gender will include the feminine and neuter genders and vice versa and words importing persons will include individuals, partnerships, associations, trusts, unincorporated organizations and corporations and vice versa.

1.4 Governing Law. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

ARTICLE 2 REHABILITATION AND USE 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 will, at its sole expense, Rehabilitate the Heritage Building in accordance with the Development Permit, this Agreement and the Heritage Revitalization;
- (b) all heritage aspects of Rehabilitation will be supervised by the Consultant;
- (c) at all times during the Rehabilitation, the Owner will, to the satisfaction of the City, secure the Heritage Building from vandalism and occupation by squatters;
- (d) during the Rehabilitation, and in perpetuity thereafter, the Owner will, 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 will cause the Consultant to submit to the City a signed statement (in form and contents satisfactory to the City) confirming that the Rehabilitation has been fully completed;
- (f) the City will be under no obligation to issue, and the Owner will not apply for, an occupancy permit for the Heritage Building or for any other building on the Lands (or any part thereof) notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled, until the Rehabilitation is completed to the satisfaction of the City;
- (g) until the Rehabilitation is completed to the satisfaction of the City and an occupancy permit has been issued for the Heritage Building as so rehabilitated:
 - (i) neither the Owner nor any other person whatsoever will suffer, cause or permit the use or occupation of the Heritage Building, any other building on the Lands or any part of any thereof; and
 - (ii) the person that is the registered Owner on the Effective Date will not transfer all or any of its legal ownership in the Lands without the prior written consent of the City.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way, should the Owner be in default of any of its obligations under this Agreement, to enter and be upon the Lands, and to undertake and diligently prosecute to conclusion the Rehabilitation, and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so; provided, however, that nothing herein obligates the City to conduct the Rehabilitation, or any part thereof, or to preserve, protect, maintain, repair and/or replace the Heritage Building.

3.2 In the event that the City enters upon the Lands to conduct all, or any part, of the Rehabilitation, or any other work contemplated by Section 3.1:

- (a) there will be no express or implied warranties as to the quality of the Rehabilitation, or any other work contemplated by Section 3.1, or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City the costs incurred by the City in undertaking the Rehabilitation or any part thereof, and any other work contemplated by Section 3.1, 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 3 is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 4 EQUITABLE CHARGE

4.1 The Owner grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this Agreement or otherwise at law and the provisions of this Article 4 will 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 5 RELEASE AND INDEMNITY

5.1 The Owner hereby releases, and agrees to indemnify and save harmless, the City and its officials, councillors, employees, contractors, agents and licensees (each, a "City Party" for the purposes of this Section 5.1), 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 (i) which the City or a City Party may suffer or incur, in the case of the indemnity contained herein, and (ii) which the Owner or its heirs, successors, assigns, agents licensees may suffer or incur, in the case of the release contained herein, in each case, arising out of or in any way connected with:

- (a) this Agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (b) the City withholding any permits (including, without limitation, an occupancy permit) under this Agreement, until the Owner has fully complied with all requirements of the City in this Agreement and otherwise applicable to the Lands;
- (c) the City conducting all or any portion of the Rehabilitation or any other work contemplated by this Agreement;
- (d) any release of this Agreement or the loss of any of the rights granted hereunder;

- (e) the non-compliance, if any, of the Lands, the Heritage Building, any other building on the Lands or any part of any thereof with any City by-law; and
- (f) issuance of any development permit in respect of the Lands.

The releases and indemnities set out in this Article 5 will survive the expiration or earlier termination of this Agreement and will survive any modification, release or partial release of any of the covenants created by this Agreement. The releases and indemnities in this Article 5 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 6 NOTICES

6.1 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:

- (a) to the Owner, at:
2978 West 5th Avenue
Vancouver, B.C.
V6K 1T9
 - (b) to the City, at:
City of Vancouver
453 West 12th Avenue
Vancouver British Columbia
V5Y IV4
Attention: Director of Current Planning c/o Heritage Group
- with a copy to:
Attention: Director of Legal Services

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. Service will be deemed complete, if made by registered mail, when receipt is confirmed; if made by faxed transmission, on the first business day after the date of transmission provided that the sender receives a written confirmation of dispatch; and if made by personal service, upon the effecting of such service.

ARTICLE 7 GENERAL

7.1 Joint and Several Liability. If the registered owner of the Lands will be more than one party, such parties will be jointly and severally liable to the City for the performance and observance of the Owner's obligations in this Agreement.

- 7.2 Priority. The Owner will, 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, other than as the City may agree in writing.
- 7.3 Action to Enforce. In any action to enforce this Agreement the City will 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.
- 7.4 Perfection of Intention. The parties hereto will do such things and execute such documents and in such form as may reasonably be necessary in order to perfect the intention of this Agreement.
- 7.5 Severability. All the obligations and covenants contained in this Agreement are severable, so that if any one or more of the obligations or covenants are held by or declared by a court of competent jurisdiction to be void or unenforceable, the balance of the obligations and covenants will remain and be binding.
- 7.6 Waiver. Each party acknowledges and agrees that no failure on the part of the other party to exercise and no delay in exercising any right under this Agreement will operate as a waiver thereof nor will any single or partial exercise by the other party of any right under this Agreement preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided will be cumulative and not exclusive of any other remedies provided by law and all remedies stipulated for each party herein will be deemed to be in addition to and not, except as herein expressly stated, restrictive of the remedies of the party at law or in equity.
- 7.7 City Approvals. In this Agreement, where City “approval”, “acceptance”, “consent” or similar authorization or agreement is required, unless provided for otherwise in this Agreement, such “approval”, “acceptance”, “consent” or similar City agreement or authority must be provided in writing, by the City departments, employees, officers or designates, as the case may be, that are authorized to provide such “approval”, “acceptance”, “consent” or similar authorization or agreement. Any purported “approval”, “acceptance” “consent” or similar authorization or agreement provided by a City department, employee, officer or designate, as the case may be, that is not authorized to provide the same, will be of no force or effect.
- 7.8 Enurement. This Agreement will enure to the benefit of and be binding upon the Owner and its successors and trustees and this Agreement will charge and run with the Lands and will 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.
- 7.9 Subdivision by Strata Plan. Without limiting the generality of Section 7.8, if the Lands, or any portion thereof, are subdivided by way of a strata plan and the Heritage Building or any part thereof is located within the strata plan:

- (a) this Agreement will charge each strata lot and will be noted on the common property sheet of the strata corporation;
- (b) the strata corporation or strata corporations so created will be responsible for the performance and observance of the Owner's covenants and obligations herein at the expense of the strata lot owners; and
- (c) the liability of each strata lot owner for the performance and observance of the Owner's covenants and obligations in this Agreement will be in proportion to the unit entitlement of his, her or its strata lot as established by the strata plan and will be treated as a common expense and all strata lot owners will contribute to such costs in proportion to their unit entitlement, subject to the *Strata Property Act* (British Columbia) and the by-laws of the strata corporation.

If the Heritage Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the Rehabilitation has been completed to the satisfaction of the City, the City will, within a reasonable time of being requested to do so by the Owner and at the Owner's expense, release and discharge this Agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located.

7.10 Vancouver Charter. City's 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.

7.11 Time of Essence. Time will be of the essence of this Agreement.

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

**PRIORITY AGREEMENT
and
MEMORANDUM AS TO ENCUMBRANCES, LIENS AND INTERESTS**

HSBC BANK CANADA (the "Chargeholder")
Holder of MORTGAGE BW73711 (the "Charge")
charging Lot 46 Block 29 District Lot 192 Plan 4561 (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 approves and consents to the granting of the Section 219 Covenant, Statutory Right of Way and Equitable Charge attached in respect of the Lands (collectively, the "Encumbrances"), and consents and agrees that the Encumbrances will be binding upon the Chargeholder's interest in or charge upon the Lands and will be encumbrances upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrances 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 Agreement on the Form D which is a part hereof.

END OF DOCUMENT

EXPLANATION**Heritage Designation By-law
re 2978 West 5th Avenue**

At a public hearing on May 13, 2008, Council approved a recommendation to designate a building at 2978 West 5th Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
June 24, 2008

2978 West 5th 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 including
the Glenesk Residence

2978 West 5th Avenue

Parcel Identifier:
011-494-921
Lot 46
Block 29
District Lot 192
Plan 4561

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 _____, 2008

Mayor

City Clerk