

EXPLANATION**A By-law to amend CD-1 By-law No. 9275
re miscellaneous amendments**

After the public hearing on July 8, 2008, Council resolved to amend miscellaneous provisions of the CD-1 By-law for the Woodward's site. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 22, 2008

101 and 149 West Hastings Street
150 West Cordova Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 9275

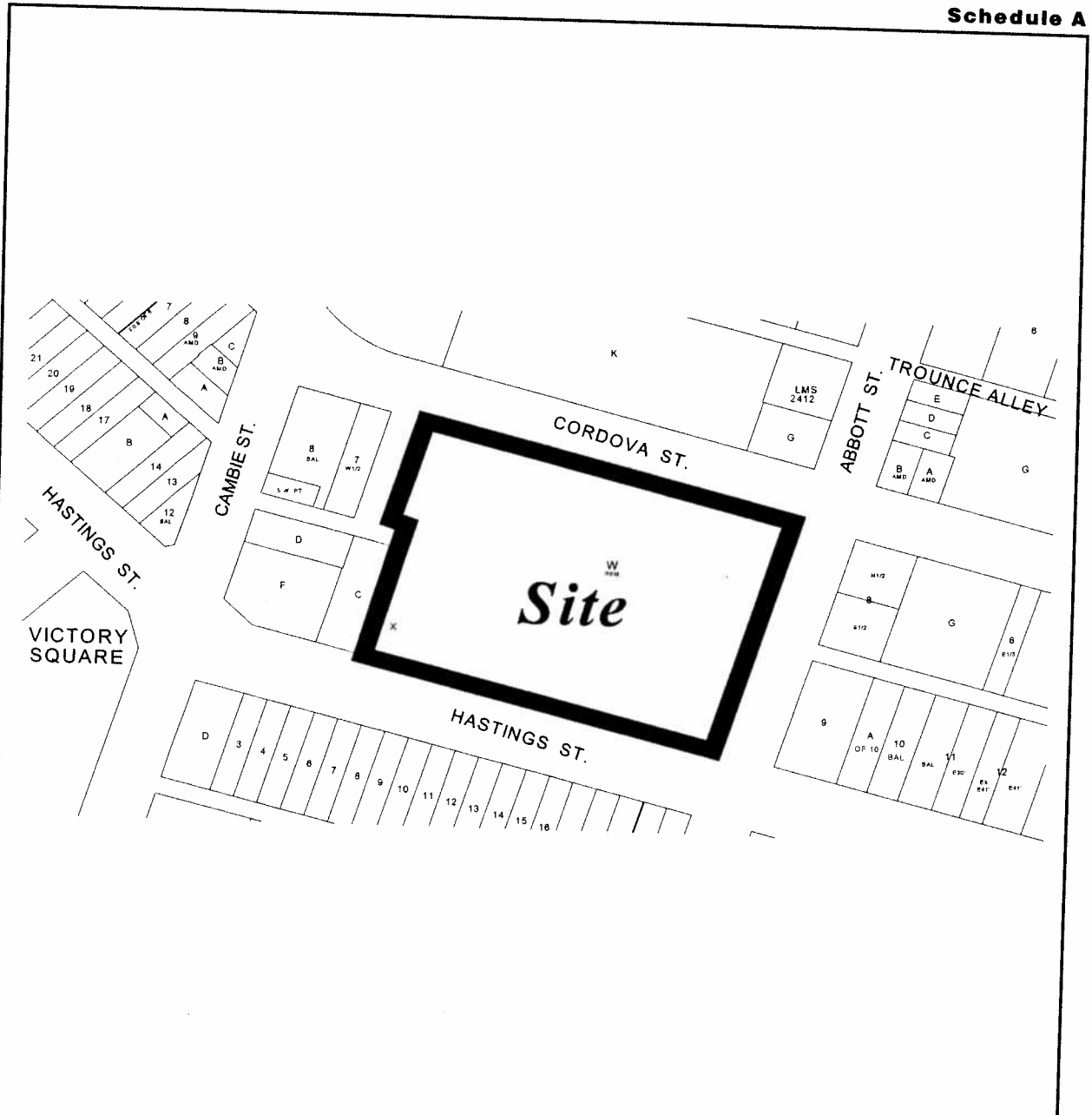
THE COUNCIL OF THE CITY OF VANCOUVER, in public meeting, enacts as follows:

1. This By-law amends the indicated provisions and schedules of By-law No. 9275.
2. From section 4.1, Council strikes out "10.65", and substitutes "10.68".
3. From section 4.5, Council strikes out "10 071.30", and substitutes "10 038.86".
4. Council repeals Schedule A, and substitutes Schedule A attached to this By-law which has the result of deleting PID: 027-337-251, Lot X, Block 4, Old Granville Townsite, Plan BCP33981 from CD-1(450) and returning it to the HA-2 zone.
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 **CD-1**

Z-602 (c)

RZ - 101 and 149 West Hastings Street and 150 West Cordova Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: May 2008

EXPLANATION

**A By-law to amend Heritage By-law No. 4837
re miscellaneous amendments**

After the public hearing on July 8, 2008, Council resolved to amend the Heritage By-law with regard to changes to the Woodward's site. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 22, 2008

351 Abbott Street
151 - 155 West Hastings Street

BY-LAW NO. _____

A By-law to amend Heritage By-law No. 4837

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

1. Council repeals the wording in the three columns comprising section 125 of Part 1 of Schedule A of By-law No. 4837, and substitutes:

The following building or structure or portions thereof, as more particularly described in Schedule B to the Heritage Revitalization Agreement attached to By-law No. 9269:	108 West Cordova Street 351 Abbott Street 111 West Hastings Street	PID: 026-653-028 Lot W Block 4 Old Granville Townsite Plan BCP23522 except Plans BCP33981 and BCP33982
(a) that portion of the Woodward's Building built between 1903 and 1908, and located at the corner of Abbott Street and West Hastings Street;	141 West Hastings Street	PID: 027-339-157 Air Space Parcel 1 Block 4 Old Granville Townsite Plan BCP33982
(b) salvaged materials from other portions of the Woodward's Building;		
(c) the Woodward's "W" sign and supporting tower which comprises, without limitation, the predominantly red, illuminated, rotating "W" Sign and supporting A-shaped, eight level, open steel tower constructed in or about 1927 (currently located at the top of 1903/1908 portion of the Woodward's Building) and all structures and equipment in connection therewith or appurtenant thereto; and	131 West Hastings Street 122 West Cordova Street	PID: 027-339-173 Air Space Parcel 2 Block 4 Old Granville Townsite Plan BCP33982 PID: 027-339-181 Air Space Parcel 3 Block 4 Old Granville Townsite Plan BCP33982

(d) cultural memories program,
interpretive program and
interpretive mural.

2. From Part 2 of Schedule A of By-law No. 4837, Council strikes out "Lot C (Reference Plan 6760) of Lots 10 and 11", and substitutes:

015-712-923	Lot C (Reference Plan 6760) of Lots 10 and 11	Block 4	OGT	Plan 168	151 - 155 West Hastings Street
027-337-251	Lot X	Block 4	OGT	Plan BCP33981	151 - 155 West Hastings Street

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 Heritage Revitalization Agreement By-law No. 9269
re miscellaneous amendments**

After the public hearing on July 8, 2008, Council resolved to amend the Heritage Revitalization Agreement By-law with regard to miscellaneous amendments concerning the Woodward's site. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 22, 2008

351 Abbott Street

BY-LAW NO. _____

**A By-law to amend
Heritage Revitalization Agreement By-law No. 9269**

Council and the owner of certain property described in By-law No. 9269 (the "By-law") entered into a heritage revitalization agreement ("HRA") regarding the property which Council approved by the By-law to which Council attached the HRA.

Council and the owner wish to amend the HRA and By-law.

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

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

2. From the By-law, Council strikes out:

"Parcel Identifier: 003-144-143

The East ½ of Lot 7 Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 003-142-761

The West 33 feet of Lot 6 Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 003-141-560

Lot B (Reference Plan 1769) of Lots 5 and 6 Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 015-712-869

The East 46 feet of Lot 11 (Reference Plan 410) Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 015-712-907

The West 25 feet of Lot 12 Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 015-712-915

The East 25 feet of the West 50 feet of Lot 12 Block 4 Old Granville Townsite Plan 168;

Parcel Identifier: 024-317-560

Lot E Block 4 Old Granville Townsite New Westminster District Plan LMP40092;

Lane dedicated by the deposit of Plan 168, Block 4 Old Granville Townsite; and
Lane dedicated by the deposit of Plan LMP40092, Block 4 Old Granville Townsite;
all as shown on the plan attached to this By-law as Schedule A”,

and substitutes:

Parcel Identifier: 027-339-157
Air Space Parcel 1
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 027-339-173
Air Space Parcel 2
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 027-339-181
Air Space Parcel 3
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 026-653-028
Lot W
Block 4
Old Granville Townsite
Plan BCP25322 Except Plans BCP33981 and BCP33982

3. Council partially discharges the By-law in respect of:

PID: 027-337-251
Lot X
Block 4
Old Granville Townsite
Plan BCP33981

4. Council strikes out "101 West Hastings Street" wherever it appears, and substitutes "108 and 122 West Cordova Street, 351 Abbott Street, and 111, 131 and 141 West Hastings Street".

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

THIS HERITAGE REVITALIZATION AMENDMENT AGREEMENT (this "Amendment Agreement") is dated for reference ____, 2008, and entered into by and

BETWEEN:

101 WEST HASTINGS HOLDING LTD.
 (Incorporation number: 0739552)
 19th Floor, 885 West Georgia Street
 Vancouver, British Columbia
 V6C 3H4
 ("Hastings Holding")

AND:

SIMON FRASER UNIVERSITY
 8888 University Drive
 Burnaby, British Columbia
 V5A 1S6
 ("SFU")

AND:

CITY OF VANCOUVER,
 453 West 12th Avenue,
 Vancouver, British Columbia,
 V5Y 1V4
 (the "City")

WHEREAS:

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

Parcel Identifier: 003-144-143
 The East ½ of Lot 7, Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 003-142-761
 The West 33 feet of Lot 6, Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 003-141-560
 Lot B (Reference Plan 1769) of Lots 5 and 6, Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 015-712-869
 The East 46 feet of Lot 11 (Reference Plan 410), Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 015-712-907
 The West 25 feet of Lot 12, Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 015-712-915

The East 25 feet of the West 50 feet of Lot 12, Block 4, Old Granville Townsite, Plan 168;

Parcel Identifier: 024-317-560

Lot E, Block 4, Old Granville Townsite, New Westminster District, Plan LMP40092;

Lane dedicated by the deposit of Plan 168, Block 4, Old Granville Townsite; and

Lane dedicated by the deposit of Plan LMP40092, Block 4, Old Granville Townsite;

which lands were subsequently consolidated to create one legal parcel legally described as:

Parcel Identifier: 026-653-028

Lot W

Block 4

Old Granville Townsite

Plan BCP25322

(the "Original Lands")

B. Hastings Holding subsequently subdivided the Original Lands to create a separate legal parcel for a narrow strip of land on the westerly boundary of the Original Lands in order to convey same to the adjacent owner to the west to legalize an encroachment onto the Original Lands, resulting in the following legal parcels:

PID: 027-337-251

Lot X

Block 4

Old Granville Townsite

Plan BCP33981

("Lot X")

and:

Parcel Identifier: 026-653-028

Lot W

Block 4

Old Granville Townsite

Plan BCP25322 Except Plan BCP33981

(the "Remainder Lands");

C. Hastings Holding subsequently subdivided the Remainder Lands by air space subdivision to create the following legal parcels:

Parcel Identifier: 027-339-157

Air Space Parcel 1

Block 4

Old Granville Townsite

Air Space Plan BCP33982

Parcel Identifier: 027-339-173
 Air Space Parcel 2
 Block 4
 Old Granville Townsite
 Air Space Plan BCP33982

Parcel Identifier: 027-339-181
 Air Space Parcel 3
 Block 4
 Old Granville Townsite
 Air Space Plan BCP33982

Parcel Identifier: 026-653-028
 Lot W
 Block 4
 Old Granville Townsite
 Plan BCP25322 Except Plans BCP33981 and BCP33982

D. Hastings Holding subsequently conveyed one of the air space parcels thereby created to SFU, resulting in the following:

- (i) Hastings Holding is now the registered owner of all and singular those certain parcels or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as

Parcel Identifier: 027-339-173
 Air Space Parcel 2
 Block 4
 Old Granville Townsite
 Air Space Plan BCP33982

Parcel Identifier: 027-339-181
 Air Space Parcel 3
 Block 4
 Old Granville Townsite
 Air Space Plan BCP33982

Parcel Identifier: 026-653-028
 Lot W
 Block 4
 Old Granville Townsite
 Plan BCP25322 Except Plans BCP33981 and BCP33982

(the "Hastings Holding Lands");

- (ii) SFU is now the registered owner of all and singular those certain parcels or tracts of land and premises situate in the City of Vancouver, in the Province of British Columbia, legally described as:

Parcel Identifier: 027-339-157
 Air Space Parcel 1
 Block 4
 Old Granville Townsite
 Air Space Plan BCP33982

(the "SFU Lands");

(the Hasting Holding Lands and the SFU Lands are collectively referred to in this Agreement as the "Lands");

E. A portion of the Woodward's Building presently situate on the Lands (the "Woodward's Building") is listed in Category "C" in the Vancouver Heritage Register and municipally designated as a provincial heritage property. In this agreement the term "Heritage Building" includes:

- (i) that portion, together with each replacement thereof, of the Woodward's Building built between 1903 and 1908 (which portion is more particularly described in the Development Permit - as herein defined) and includes, without limiting the generality of the foregoing:
 - (1) the six (6) storey masonry façade fronting approximately forty (40) metres onto Abbott Street; and
 - (2) the six (6) storey masonry façade fronting approximately twenty (20) metres onto Hastings Street;
- (ii) salvaged materials from portions of the Woodward's Building, as more particularly described in Schedule "B" attached to the Heritage Revitalization Agreement;
- (iii) the Woodward's "W" sign and supporting tower which comprises, without limitation, the predominantly red, illuminated, rotating "W Sign" and supporting A-shaped, eight (8) level, open steel tower constructed in or about 1927 (currently located at the top of 1903/1908 portion of the Woodward's Building) and all structures and equipment in connection therewith or appurtenant thereto (collectively the "W Sign"); and
- (iv) cultural memories program, interpretive program and interpretive mural all as more particularly described in the Development Permit (as herein defined);

F. By an agreement (the "Heritage Revitalization Agreement" or "HRA") between Hastings Holding and the City of Vancouver (the "City"), notice of which has been filed in the Lower Mainland Land Title Office under No. BA282953, Hastings Holding covenanted, among other things, to develop the Original Lands as contemplated in development permit DE409942 (the "Development Permit") and to rehabilitate and upgrade the Heritage Building and the City approved such proposal and enacted By-law No. 9269 authorizing the entering into of the Heritage Revitalization Agreement in respect of same.

G. The City has agreed to release Lot X from the Heritage Revitalization Agreement resulting in an amendment to the Heritage Revitalization Agreement and By-law No. 9269 to reflect the new legal descriptions of the lands charged by the Heritage Revitalization Agreement;

H. Pursuant to Section 592(4) of the *Vancouver Charter*, a heritage revitalization agreement may only be amended by by-law with the consent of the owner, and the Owners have so consented on the terms and conditions set forth in this Agreement.

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

1. The HRA is hereby amended to delete Schedule A and substitute Schedule "A" attached to this Agreement.
2. The variations to the DD District Schedule of the *City's Zoning and Development Bylaw* effected by Sections 2 and 3 of the HRA will continue to apply but only to the Heritage Building and to the Lands.
3. All other terms and conditions of the HRA will remain unchanged by this Amendment Agreement.
4. The Owners hereby release and discharge the City and its officials, employees, contractors, agents and licensees (collectively, "City Personnel"), and covenant and agree to indemnify and save harmless the City and all City Personnel, from and against all damages, losses, costs, fines, penalties, actions, causes of action, suits, statutory or other proceedings, claims, orders, judgments, demands, builders' liens, liabilities, obligations, expenses (including legal expenses), indirect or consequential damages (including loss of profits and loss of use and damages arising out of delays) and other costs (both direct and indirect) which may arise or accrue to the Owners or any person, firm or corporation against the City or any City Personnel or which the City or any City Personnel may pay, incur, sustain or be put to arising out of or in any way connected with:
 - (a) the City exercising any of its rights pursuant to this Amendment Agreement or the HRA as amended by this Amendment Agreement; or
 - (b) this Amendment Agreement, except to the extent of any default of the City hereunder.

The release and indemnity set out in this Section 5 will survive the expiration or earlier termination of this Amendment Agreement.

5. Any notice, approval, consent, request, confirmation, or demand required or permitted under this Amendment 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 as follows:

to the City:

City of Vancouver
 453 West 12th Avenue
 Vancouver, British Columbia
 V5Y 1V4
 Fax: 604.871.6119
 Attention: Director of Planning c/o Heritage Group

with a copy to:

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

to Hastings Holding:

101 West Hastings Holding Ltd.
 19th Floor, 885 West Georgia Street
 Vancouver, British Columbia
 V6C 3H4
 Fax 604.893.1708
 Attention: Ian Gillespie

to SFU:

Simon Fraser University
 8888 University Drive
 Burnaby, British Columbia
 V5A 1S6
 Fax 778.782.5008
 Attention: Vice-President, University Relations

or to such other address or fax number in the Province of British Columbia of which a party may notify the other according to the requirements of this Section 7. Service will be deemed complete, if made by registered mail seventy-two (72) hours after the date and hour of mailing; if made by faxed transmission, on the first business day after the date of transmission; and if made by personal service, upon the effecting of such service.

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

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

8. If any term of this Amendment Agreement is held to be invalid, illegal or unenforceable by a court having the jurisdiction to do so, that term is to be considered to have been severed from

the rest of this Amendment Agreement and the rest of this Amendment Agreement remains in force unaffected by that holding or by the severance of that term.

9. The Owners hereby agree to execute such further documents and assurances as are required to carry out and more fully effect the intent of this Amendment Agreement.

10. This Amendment Agreement will enure to the benefit of and be binding upon each Owner and its successors and trustees and this Amendment Agreement will enure to the benefit of and be binding upon the City and its successors and assigns and this Amendment Agreement (or notice of this Agreement by legal notation) will charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and all parties claiming through such owners and their respective heirs, executors, administrators, trustees and successors.

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

IN WITNESS WHEREOF the parties have signed these presents as hereunder shown:

Execution Date

Y M D

Officer:

Party:

101 WEST HASTINGS HOLDING LTD.
by its authorized signatories:

_____ 08

Name:

Name:

SIMON FRASER UNIVERSITY by its
authorized signatories:

_____ 08

Name:

Name:

CITY OF VANCOUVER by its
authorized signatory:

08

SCHEDULE "A"

Parcel Identifier: 027-339-157
Air Space Parcel 1
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 027-339-173
Air Space Parcel 2
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 027-339-181
Air Space Parcel 3
Block 4
Old Granville Townsite
Air Space Plan BCP33982

Parcel Identifier: 026-653-028
Lot W
Block 4
Old Granville Townsite
Plan BCP25322 Except Plans BCP33981 and BCP33982

END OF DOCUMENT

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 3979 West Broadway**

After the 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 3979 West Broadway pursuant to Section 592 of the Vancouver Charter. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 22, 2008

3979 West Broadway
Lea Residence

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 3979 West Broadway, and the following legal description:

Parcel Identifier: 010-940-278
Lot 1
Block 191
District Lot 176
Plan 6188

contains a heritage building.

Council is of the opinion that the building has sufficient heritage value to justify its conservation, and Council and the owner of the property have agreed to facilitate such conservation by agreeing to the terms and conditions set out in the attached heritage revitalization agreement.

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

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

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

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

LAND TITLE ACT
FORM C

(Section 233)

Province of British Columbia

GENERAL INSTRUMENT - PART 1

(This area for Land Title Office Use)

Page 1 of 15 pages

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

Jim Blair
City of Vancouver Law Department
453 West 12th Avenue
Vancouver, B.C., V5Y 1V4
Phone 873-7514 (BTQ/mk) Client No. 10647

Signature of Agent

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

(PID)	(LEGAL DESCRIPTION)
010-940-278	Lot 1 Block 191 District Lot 176 Plan 6188

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):*

HIGH FIVE HOLDINGS LTD. (formerly 0792242 B.C. Ltd.), Incorporation No. BC0792242
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)	08			HIGH FIVE HOLDINGS LTD. by its authorized signatory(ies) _____ Print Name: _____ Print Name:
_____ (Solicitor)	08			HSBC BANK CANADA , by its authorized signatory(ies) _____ Print Name: _____ Print Name:
_____ Bruce T. Quayle Barrister and Solicitor 453 West 12 th Avenue Vancouver, BC V5Y 1V4 Tel: 604-873-6545	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 E

SCHEDULE

Enter The Required Information in the same order as the information must appear on the Freehold Transfe
Form, Mortgage Form or General Document Form

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant Priority Agreement granting the above Section 219 Covenant priority over Mortgage CA489877 and Assignment of Rents CA489878	Pages 6 - 10, Article 2 Page 15	Transferee Transferee
Statutory Right of Way Priority Agreement granting the above Statutory Right of Way priority over Mortgage CA489877 and Assignment of Rents CA489878	Page 11 - 12, Article 4 Page 15	Transferee Transferee
Equitable Charge Priority Agreement granting the above Equitable Charge priority over Mortgage CA489877 and Assignment of Rents CA489878	Page 12, Article 5 Page 15	Transferee Transferee

TERMS OF INSTRUMENT - PART 2

**Heritage Revitalization Agreement &
Heritage Preservation Covenant
3979 West Broadway**

WHEREAS:

A. The Owner is the registered owner of the lands and premises located at 3979 West Broadway in the City of Vancouver, having the following legal description:

PID: 010-940-278

Lot 1 Block 191 District Lot 176 Plan 6188

(the "Lands")

B. There is situated on the Lands an existing building, known as the Lea Residence, which is considered to be of heritage value and is listed as a Category C property on the City's Heritage Register (the "Heritage Building").

C. Pursuant to development permit applications DE411767 and DE411785 (together, the "DP Application"), the Owner has applied to the City for permission to redevelop the Lands:

- (i) by subdividing the Lands into two (2) parcels, one to be located at 3979 West Broadway and the other to be located at 3995 West Broadway;
- (ii) by restoring and rehabilitating the Heritage Building, and its heritage characteristics and features, for use as a single family dwelling and securing its long term protection and maintenance in its existing location as a heritage building; and
- (iii) by building a new single family dwelling on a new parcel to be created by the proposed subdivision of the Lands.

D. The City will permit the foregoing proposal, subject to a number of conditions, including, without limitation, that Owner is to agree in a binding contract that at the Owner's expense the Heritage Building will be rehabilitated in a timely fashion as a heritage building and preserved and maintained as such at all times thereafter.

E. Pursuant to Section 592 of the *Vancouver Charter S.B.C. 1953, c.55*, a heritage revitalization agreement may, among other things, vary or supplement provisions of a subdivision by-law, a zoning by-law, a development cost levy by-law, a development permit and a heritage alteration permit, and may include such other terms and conditions as the City's Council and the Owner may agree.

THEREFORE 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), the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions. Except where otherwise explicitly and specifically provided for in this agreement, the term defined here have the following meanings throughout this agreement:

- (a) **“Building By-law”** means the City of Vancouver Building By-law, as varied and supplemented from time to time;
- (b) **“Charter”** means the *Vancouver Charter*, SBC 1953 c. 55;
- (c) **“City”** means the City of Vancouver as a municipal corporation continued pursuant to *Charter*;
- (d) **“City of Vancouver”** means the City’s geographic location and area;
- (e) **“Conservation Plan”** means a plan and guidelines prepared by or under the supervision of a Consultant for the conservation and preservation of the Heritage Building after its rehabilitation as required hereby is complete;
- (f) **“Consultant”** means an independent, heritage building consultant who is a duly registered architect or professional engineer in good standing or any other independent, heritage building consultant acceptable to the City with substantial architectural and/or engineering experience in the restoration and preservation of old and/or heritage buildings;
- (g) **“Development Permit”** is the City Development Permit issued pursuant to the DP Application;
- (h) **“DP Application”** has the meaning given in Recital C above;
- (i) **“Floor Space”** means the total floor space area of a development in the City of Vancouver, calculated in accordance with the Zoning and Development By-laws;
- (j) **“Heritage Building”** means the Heritage Building as defined in Recital B above and includes, without limitation, all permitted replacements thereof and therein and additions thereto;
- (k) **“Heritage Lands”** means the parcel of land to be created on subdivision of the Lands into two parcels, that will be located at the civic address 3979 West Broadway and upon which the Heritage Building will be located;
- (l) **“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;

- (m) “**Lands**” has the meaning given in Recital A above and includes, without limitation, any and all parcels into which they are consolidated and/or in any way subdivided;
- (n) “**Non-heritage Lands**” means the new parcel to be created on subdivision of the Lands into two parcels, that will be located at the civic address 3995 West Broadway and will not contain the Heritage Building or any portion thereof;
- (o) “**Owner**” means the registered owner of the Lands and all of his, her or its assigns, successors and successors in title to the Lands;
- (p) “**Zoning and Development By-laws**” means those of the by-laws of the City that from time to time regulate the use and development of land in the City of Vancouver, including, without limitation, 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, the City’s Zoning and Development By-Law No. 3575.

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 & PRESERVATION OF HERITAGE BUILDING

2.1 Pursuant to Section 592 of the *Charter* for all of this Article 2 and pursuant to Section 219 of the *Land Title Act* for subparagraphs (a), (c), (e), (f), (g), (i), (j) and (l) of this Article 2.1, the Owner covenants to and agrees with the City that:

- (a) within a period of 24 months from the earlier of the date of issuance of a building permit for the Heritage Lands or the date of issuance of a building permit for the for the Non-Heritage Lands, the Owner, at its expense, will rehabilitate and restore the Heritage Building so as to restore and where necessary replace its heritage characteristics, features, components and fixtures to the City’s satisfaction in accordance with the Development Permit, including, without limitation, as may be required thereby;

- (i) seismic upgrading of the Heritage Building so that it meets current building, structural requirements of the Vancouver Building By-law;
 - (ii) rehabilitation and restoration of the Heritage Building so as to be maintained and preserved as a heritage building as required by the Development Permit; and
 - (iii) delivery to the City of a Conservation Plan satisfactory to the City;
- (b) the Owner, at its expense, will ensure that a Consultant supervises the rehabilitation of the Heritage Building as required hereby in all respects;
 - (c) to the City's satisfaction, the Owner, at its expense, will secure the Heritage Building from vandalism and occupation by squatters at all times during its rehabilitation under this agreement;
 - (d) once the rehabilitation of the Heritage Building as required hereby is complete, the Owner, at its expense, will deliver to the City a signed statement from a Consultant confirming explicitly to the City's satisfaction that the rehabilitation of the Heritage Building as required hereby has been fully completed;
 - (e) at all times after completion of the Heritage Building's rehabilitation as required by this agreement, the Owner, at its expense, will preserve, protect, maintain and keep the Heritage Building as a heritage building in accordance with a Conservation Plan approved by the City and, in any event, in good condition in all respects as would a reasonable and prudent owner;
 - (f) the Owner will not in any way alter the exterior of, make structural changes to or renovate or reconfigure the Heritage Building (or any part thereof) after its rehabilitation pursuant to this agreement is completed, except as may be permitted by this agreement, the Development Permit or a heritage alteration permit issued by the City;
 - (g) the Owner will refrain from doing anything at any time to obscure, deface or remove any commemorative plaque the City may affix to the Heritage Building;
 - (h) to the City's satisfaction, the Owner, at its expense, will obtain and keep insurance for the Heritage Building so that it is insured to full replacement value against all perils, including, without limitation, earthquake, at all times during and after the rehabilitation thereof; and
 - (i) if the Heritage Building is ever damaged in any way, the Owner, at its expense, will repair it and restore its appearance as necessary to put it back into the condition and appearance it was in prior to the damage, unless it is unlawful or uneconomical to do so, in which case, the Owner will not be obligated to repair the Heritage Building but will be restricted to building on the Lands a building of similar form, appearance, massing, quality of materials, detailing and height as the Heritage Building, and the City, at the Owner's expense, will execute and deliver an amendment, and to the extent applicable a partial discharge, of this Agreement to reflect such change in circumstances;

- (j) in any determination as to whether it is uneconomical to repair the Heritage Building if it is ever damaged in any way, only land economic factors will be considered, including, without limitation, the cost of repair, the cost of the replacement building contemplated below and the fact that heritage incentives have been granted in respect of the Heritage Building;
- (k) if, in circumstances in which the Heritage Buildings, or any of them, are damaged in some way the Owner and the City cannot agree on whether it is uneconomical to repair them, the matter will be determined by arbitration as follows: within thirty (30) days following written notice of the dispute by either party to the other, such dispute will be referred to a single arbitrator to be chosen by the Owner and the City or, if the Owner and the City do not agree as to the choice of a single arbitrator, then by three (3) arbitrators, one (1) of whom will be chosen by the Owner and one (1) of whom will be chosen by the City and the third by the two (2) so arbitrators chosen and the third arbitrator so chosen will be the chairman, in which case decisions in arbitration hereunder will be made by the majority of the arbitrators. 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, will apply; and
- (l) the Owner will not and will not suffer or permit any other person to use or occupy the Heritage Building or any part thereof or any other structure on the Lands until the City has issued an occupancy permit therefor, and the Owner will not and will not permit any other person to apply for or take any action to compel the City to issue an occupancy permit for the Heritage Building or any part thereof or any other structure on the Lands or any part thereof and the City will be under no obligation to issue an occupancy permit for the Heritage Building or any part thereof or any other structure on the Lands or any part thereof until the rehabilitation of the Heritage Building as required hereby, including, without limitation, the delivery to the City of a Conservation Plan satisfactory to the City, is completed to the City's satisfaction, notwithstanding that all other conditions and City by-law requirements for occupation thereof may have been fulfilled.

2.2 Notwithstanding the foregoing, the Owner will be entitled to obtain an occupancy permit in relation to the Non-heritage Lands prior to the time that the rehabilitation of the Heritage Building as required hereby is complete to the City's satisfaction, if:

- (a) this agreement has been fully registered in the Land Title Office in the manner set out in the agreement;
- (b) the Development Permit and a building permit for the rehabilitation of the Heritage Building as required hereby have been issued to the Owner by the City;
- (c) the Lands have been lawfully subdivided into two parcels as contemplated in the DP Application;
- (d) all legal requirements for occupancy permits for the Non-heritage Lands have been fulfilled;

- (e) the Owner has provided to the City a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the rehabilitation of the Heritage Building as required hereby (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the City); and
- (f) the Owner is not at the time of issuance of an occupancy permit for Non-heritage Lands 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 City. Further, all letters of credit will be provided for a period of one (1) year with a provision for an automatic renewal or extension without amendment from year to year 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 of the Heritage Building pursuant to this agreement in a manner satisfactory to the City;
- (d) the City undertakes all or any part of the rehabilitation of the Heritage Building pursuant to this agreement; and/or
- (e) the Owner is in breach of any of its obligations under this agreement.

2.4 Nothing in this agreement will prohibit the Owner, in future, from exercising any legal rights the Owner may otherwise have to convert the Heritage Building and/or the dwelling to be constructed on the Non-Heritage Lands from single family dwellings to single family dwellings with secondary suites.

**ARTICLE 3
BY-LAW VARIATIONS**

3.1 Pursuant to Section 592 of the *Charter*:

- (a) the RS-1 District Schedule to and Section 10 of the City's Zoning and Development By-Law No. 3575 is hereby varied in respect of the Heritage Lands to permit the following:

Item	Permitted Measurements/Dimensions/features/characteristics
Front Yard Depth	2.5 feet
West Side Yard Depth	4.0 feet
East Side Yard Depth	2.5 feet
Overall Floor Space Square Footage	3,391 sq. ft.
Site Coverage	1,813 sq. ft.
Front Entrances	exemption
West Side Entrance	exemption
Steps in a required side yard	exemption
Eaves projecting into a required side yard	exemption

- (b) the RS-1 District Schedule to and Section 10 of the City's Zoning and Development By-Law No. 3575 is hereby varied in respect of the Non- Heritage Lands to permit the following:

Item	Permitted Measurements/Dimensions/features/characteristics
Front Yard Depth (West 8 th Ave.)	6.0 feet
Front Yard Depth (West Broadway)	8.0 feet
Overall Floor Space Square Footage	4,088 sq. ft.

Above Grade Floor Space Square Footage	2,608 sq. ft.
East Side Entrance	exemption
West Side Entrance	exemption
Eaves projecting into a required side yard	exemption

(c) and Section 9.1 of the City's Subdivision Bylaw is hereby varied in respect of the Lands so as to permit the creation of two parcels therefrom covering areas of less than 5,400 sq. ft. each as follows:

Parcel	Permitted Minimum Parcel Size
Heritage Lands (3979 West Broadway)	4,501 sq. ft.
Non-Heritage Lands (3995 West Broadway)	5,015 sq. ft.

3.2 The by-law variations effected by and the other benefits granted to the Owner in relation to this agreement are full and fair compensation for the obligations and restrictions placed upon the Owner by this agreement and any heritage designation made in respect of the Heritage Building pursuant to the provisions of the *Charter*, and the Owner hereby waives and renounces all claims for further or other compensation by reason of this agreement.

ARTICLE 4 STATUTORY RIGHT OF WAY

4.1 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 rehabilitate the Heritage Building, to undertake and diligently prosecute to conclusion the rehabilitation of and to preserve, protect, maintain, repair and/or replace the Heritage Building, if the City should at any time choose to do so.

4.2 Notwithstanding the foregoing, nothing herein in any way obligates the City to carry out in whole or in part any rehabilitation of the Heritage Building or to preserve, protect, maintain, repair and/or replace the Heritage Building.

4.3 In the event that the City enters upon the Lands to conduct all, or any part, of the rehabilitation of the Heritage Building or any other work contemplated by Section 4.1:

- (a) there will be no express or implied warranties as to the quality of such rehabilitation work or any other work contemplated by Section 4.1 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 such rehabilitation work or any part thereof, and any other work contemplated by Section 4.1, plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs.

4.4 The statutory right of way set out in this Article 4 is necessary for the operation and maintenance of the City's undertaking.

ARTICLE 5 EQUITABLE CHARGE

5.1 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 5 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 6 RELEASE AND INDEMNITY

6.1 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 6.1), 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 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) the City conducting all or any portion of the rehabilitation of the Heritage Building or any other work contemplated by this agreement;
- (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) this agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (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 or any part of either 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 6 will survive the expiration or earlier termination of the Agreement and will survive any modification, release or partial release of any of the covenants created by the Agreement. The releases and indemnities in this Article 6 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

ARTICLE 7 GENERAL

- 7.1 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 Time is of the essence in all respects in relation to this agreement and any instance of waiver of that requirement will not be a waiver for all or any other purpose hereunder.
- 7.3 The Owner, at his, her or its expense, after execution of this agreement, will do or cause to be done 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.
- 7.4 In any action to enforce this agreement the City will be entitled to court costs on an actual cost 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.
- 7.5 If the Land Title Office refuses to register this agreement, the Owner agrees to modify or re-execute this agreement to the City's satisfaction so as to enable registration.
- 7.6 This agreement will charge and run with the Lands and will enure to the benefit of and be binding upon the Owner and its successors and trustees and the Owner's successors in title to the Lands and their respective trustees and successors and all parties claiming through such owners.
- 7.7 Without limiting the generality of Section 7.6, 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 or 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

7.8 If the Heritage Building is subdivided out of the Lands by way of an air space parcel or conventional building subdivision, and the rehabilitation of the Heritage Building pursuant to this agreement has been completed to the City's satisfaction and an occupancy permit has been issued for the Heritage Building or all of the conditions set out in Article 2.2 of this agreement have been fulfilled, the City, at the Owner's expense, within a reasonable time on the Owner's request, will release and discharge this agreement from title to that portion of the subdivided Lands in which no part of the Heritage Building is located.

7.9 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

MEMORANDUM AS TO ENCUMBRANCES, LIENS and INTERESTS

HSBC BANK CANADA (the "Chargeholder")
holder of Mortgage No. CA489877 and Assignment of Rents No. CA489878
(collectively, the "Charge")
charging Lot 1 Block 191 District Lot 176 Plan 6188
(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 consents to the granting of the Section 219 Covenant, Statutory Right of Way and Equitable Charge (collectively, the "Encumbrance") which are contained in the attached agreement, and consents and agrees that the Encumbrance shall be binding upon the Chargeholder's interest in or charge upon the Lands and shall be an encumbrance upon the Lands in priority to the Charge in the same manner and to the same effect as if the Encumbrance had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charge and the advance of any monies thereunder.

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

END OF DOCUMENT

EXPLANATION

**Heritage Designation By-law
re 3979 West Broadway**

At a public hearing on June 10, 2008, Council approved a recommendation to designate a building at 3979 West Broadway as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
July 22, 2008

3979 West Broadway
The Lea Residence

BY-LAW NO. _____



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

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

1. Council considers that the real property described as:

Structure and exterior
envelope of the
improvements and
exterior building
materials

3979 West Broadway

Parcel Identifier:
010-940-278
Lot 1
Block 191
District Lot 176
Plan 6188

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**Heritage Designation By-law
re 1955 Wylie Street**

After the public hearing on July 8, 2008, Council approved a recommendation to designate a building at 1955 Wylie Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
July 22, 2008

1955 Wylie Street
Maynards



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

1955 Wylie Street

Parcel Identifier: 010-957-553
Lot A Block 2 District Lot 302 Plan 6163

Parcel Identifier: 002-755-815
Lot B Block 2 District Lot 302 Plan 12940

Parcel Identifier: 009-484-809
Lot 7 Block 2 District Lot 302 Plan 5832

Parcel Identifier: 003-998-487
Lot 8 Block 2 District Lot 302 Plan 5832

Parcel Identifier: 003-998-525
Lot 9 Block 2 District Lot 302 Plan 5832

Parcel Identifier: 003-998-657
Lot C, except part in Explanatory Plan
17673 Block 2 District Lot 302 Plan
13533

Parcel Identifier: 003-998-681
Lot D Block 2 District Lot 302 Plan
13533

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**Building By-law amending by-law
regarding a new energy standard for Part 3 buildings**

On June 22, 2008, Council resolved to enact an amendment to the Building By-law to upgrade the ASHRAE energy standard for buildings over three storeys or greater than 600 square metres.

Director of Legal Services
July 22, 2008

BY-LAW NO. _____



**A By-law to amend Building By-law No. 9419
regarding a new energy standard for Part 3 buildings**

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

1. From the second column of the 14th row of Table 1.3.1.2. of Part 1 of Division B of the Building By-law, Council strikes out "90.1-2001", and substitutes "90.1-2007".
2. This By-law is to come into force and take effect from and after September 5, 2008.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

EXPLANATION

**Impounding By-law amending by-law
re increases in impounding charges**

Enactment of the attached by-law will implement new towing and let-down charges for vehicles impounded by the City, and reflects the increase in the ICBC rate schedule for non-accident tows as specified in the contract approved by Council on September 17, 1998. The last increase took effect on May 15, 2007.

Because the terms of the towing contract approved by Council on September 17, 1998 require the City to put forward to Council an amendment to the Impounding By-law authorizing increased or decreased ICBC rates, this amending By-law is not being submitted to Council pursuant to a Report previously approved by Council but, rather, is accompanied only by this Explanation.

Director of Legal Services
July 22, 2008

BY-LAW NO. _____

**A By-law to amend
Impounding By-law No. 3519
regarding impounding charges**

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

1. Council repeals Schedule A to By-law No. 3519, and substitutes:

"SCHEDULE A
SCHEDULE OF IMPOUNDING CHARGES

1. For the removal or towing of an impounded vehicle to premises designated by the Chief Constable the charge shall be
- a) where the vehicle has a Gross Vehicle Weight of 3,628 kg or less \$51.90
plus, for a towing distance of greater than 6.0 km, \$2.73 per km
 - b) where the vehicle has a Gross Vehicle Weight of 3,629 to 7,257 kg \$85.17
plus, for a towing distance of greater than 6.0 km, \$3.18 per km
 - c) where the vehicle has a Gross Vehicle Weight of 7,258 kg and over \$167.24
plus, for a towing distance of greater than 6.0 km, \$8.36 per km
2. Where a towing service is called and attends to remove or tow away an impounded vehicle but before the impounded vehicle is removed or towed away the owner or person in charge of the impounded vehicle requests delivery of the vehicle, the charge shall be
- a) where the vehicle has a Gross Vehicle Weight of 3,628 kg or less..... \$25.95

b)	where the vehicle has a Gross Vehicle Weight of 3,629 to 7,257 kg.....	\$42.59
c)	where the vehicle has a Gross Vehicle Weight of 7,258 kg and over.....	\$83.62
3.	For the storage of an impounded vehicle, the charge for	
a)	the first day, or portion thereof, that the vehicle is impounded shall be.....	\$8.00
b)	each day after the first day, or portion thereof, that the vehicle remains impounded shall be.....	\$8.00
4.	For the removal of a chattel unlawfully placed, left or kept on a City street the charge shall be	
a)	where the removal necessitates only the use of one person.....	\$100.00
b)	where removal necessitates the use of two people but no extra equipment.....	\$200.00
c)	where removal necessitates the use of more than two people or extra equipment or both	\$300.00"

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

EXPLANATION**Mountain View Cemetery By-law amending by-law
re fees and charges and cancellation of interment rights**

Enactment of the attached by-law will implement Council's resolution of July 22, 2008 to increase fees and charges, and to amend cancellation of interment rights provisions to comply with the provincial regulatory authority.

Director of Legal Services
July 22, 2008

BY-LAW NO. _____

**A By-law to amend Mountain View
Cemetery By-law No. 8719
regarding fees and cancellation of interment rights**

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

1. This By-law amends the indicated provisions of the Mountain View Cemetery By-law.
2. Council repeals Schedule B, and substitutes for it Schedule B attached to this By-law, and approves the fees and charges set out in Schedule B attached to this By-law, which Schedule B is to form part of the Mountain View Cemetery By-law.
3. Council repeals sections 3.5 and 3.6, and substitutes:

"Cancellation of licence

3.5 A licensee may cancel a licence if:

- (a) there are no interments in the lot designated in the licence; and
- (b) the licensee gives written notice of cancellation to the cemetery manager at 5455 Fraser Street, Vancouver, BC V5W 2Z3.

Refund after cancellation of licence within 30 days

3.6 If the cemetery manager receives notice of cancellation of a licence under section 3.5 within 30 days after the date of the licence, the cemetery manager must refund to the licensee the amount paid by the licensee at the time of issuance of the licence less the cost of goods or services that because of being specially ordered or because of personalization or other unique characteristic cannot be used in the ordinary course of business.

Refund after cancellation of licence past 30 days

3.7 If the cemetery manager receives notice of cancellation of a licence under section 3.5 more than 30 days after the date of the licence, the cemetery manager must refund to the licensee the amount paid by the licensee at the time of issuance of the licence less the cost of goods or services that because of being specially ordered or because of personalization or other unique characteristic cannot be used in the ordinary course of business, an amount equal to the licence fee originally paid for the licence less the aggregate of that portion of the original licence fee stipulated as a contribution to the care fund referred to in section 10.1, that portion, if any, of the original licence fee stipulated as the non-resident fee, and the licence disposition fee set out in Schedule B."

4. This By-law is to come into force and take effect on the date of its enactment except for section 2 which is to come into force and take effect on August 1, 2008.

ENACTED by Council this _____ day of _____, 2008

Mayor

City Clerk

Schedule B

MOUNTAIN VIEW CEMETERY FEES AND CHARGES

LICENSE FOR INTERMENT RIGHTS

Columbaria Niche in:

- MASONIC/*/MTN VIEW/425E, 425W, 426, 439E, 439W, 455E, 455W, 463E, 463W, or 470
- MASONIC/*/SEYMOUR/418E, 440E or 468E
- MASONIC/*/CHESTNUT/495E, 495W, 496E, 496W, 505E, 505W, 515E or 515W
- MASONIC/*/CHESTNUT/522E, 522W, 523E, 523W, 530E, 530W, 531E or 531W
- MASONIC/*/CHESTNUT/539E, 539W, 545E, 545W, 554E, 554W, 564E or 564W
- MASONIC/*/CHESTNUT/572E, 572W, 589E, 589W, 595E, 595W, 596E or 596W
- MASONIC/*/CHESTNUT/610E, 610W, 611E, 611W, 620E, 620W, 621E or 621W
- MASONIC/*/CHESTNUT/630E, 630W, 631E, 631W, 640E, 640W, 641E or 641W
- MASONIC/*/CHESTNUT/650E, 650W, 660E, 660W
- MASONIC/*/FOUNTAIN/NW or SW

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Niches 1000 through 3999.....	3,420.00	380.00	3,800.00
Niches 4000 through 4999.....	2,790.00	310.00	3,100.00
Niches 5000 through 5999.....	2,340.00	260.00	2,600.00

Columbaria Niche in:

- MASONIC/*/MTN VIEW/447E, 447W, 483E, 483W, 487E, 487W, 495E or 495W

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Niches 1000 through 2999.....	3,420.00	380.00	3,800.00
Niches 3000 through 3999.....	2,790.00	310.00	3,100.00
Niches 4000 through 4999.....	2,340.00	260.00	2,600.00

Columbaria Niche in:

MASONIC/*/MTN VIEW/471E, 471W or 480

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Niches 1000 through 3999.....	3,420.00	380.00	3,800.00
Niches 4000 through 4999.....	2,790.00	310.00	3,100.00

Columbaria Niche in:

MASONIC/*/SEYMOUR/418E or 440W

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Niches 1000 through 4999.....	3,420.00	380.00	3,800.00
Niches 5000 through 5999.....	2,790.00	310.00	3,100.00
Niches 6000 through 6999.....	2,340.00	260.00	2,600.00

Columbaria Niche in:

MASONIC/*/SEYMOUR/468E

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Niches 1000 through 1999.....	3,420.00	380.00	3,800.00
Niches 2000 through 2999.....	2,790.00	310.00	3,100.00
Niches 3000 through 3999.....	2,340.00	260.00	2,600.00

Family Columbaria:

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

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Use of All 6 Niches	27,000.00	3,000.00	30,000.00

Family Urn:

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

	<u>Right of Interment</u>	<u>Care Fund</u>	<u>TOTAL</u>
Use of the Interior of the Urn	22,500.00	2,500.00	25,000.00
INTERMENT			
Adult Casket - Single Depth (first interment or prior interment deep) Interment Fee.....			880.00
Adult Casket - Deep (first interment only) Interment Fee.....			1,760.00
Child Casket (up to 48" long) Interment Fee.....			660.00
Infant Casket (up to 24" long) Interment Fee.....			150.00
Cremated Remains (in-ground) Interment Fee.....			375.00
Cremated Remains (in-niche) Inurnment Fee			325.00
Cremated Remains (scattering) Scattering Fee			275.00
Additional Cremated Remains (for each additional set of cremated remains when done concurrent and in the same lot as another interment) Interment Fee.....			100.00
Re-open Grave for Casket (single depth) Interment Fee.....			1,320.00
Re-open Grave for Casket (deep) Interment Fee.....			2,200.00

MEMORIAL INSTALLATION

Flat Marker (9" x 12" or 10" x 18" or 12" x 20")

Install.....	110.00
Care Fund Contribution	85.00
TOTAL	195.00

Flat Marker (16" x 28" or 18" x 30")

Install.....	140.00
Care Fund Contribution	85.00
TOTAL	225.00

Infant Commemorative Stone

Supply and install	125.00
Care Fund Contribution	125.00
TOTAL	250.00

Foundation for memorial or marker (20"x36" foundation)

Supply and Install	245.00
Care Fund Contribution	150.00
TOTAL	395.00

Foundation for memorial or marker (20"x42" foundation)

Supply and Install	345.00
Care Fund Contribution	150.00
TOTAL	495.00

Foundation for memorial or marker (20"x48" foundation)

Supply and Install	445.00
Care Fund Contribution	150.00
TOTAL	595.00

Foundation for memorial or marker (20"x54" foundation)

Supply and Install	545.00
Care Fund Contribution	150.00
TOTAL	695.00

Foundation for memorial or marker (20"x60" foundation)

Supply and Install	645.00
Care Fund Contribution	150.00
TOTAL	795.00

Foundation for 12" x 20" Lawn Marker (20"x30" foundation)

Supply and Install	245.00
Care Fund Contribution	150.00
TOTAL	395.00

Foundation for 18" x 30" Lawn Marker (30"x42" foundation)	
Supply and Install	445.00
Care Fund Contribution	150.00
TOTAL	595.00
Niche Inscription.....	175.00
Replacement Niche (single)	200.00
Replacement Niche (double)	300.00
Replacement Niche (triple).....	400.00
MEMORIAL REMOVAL AND REINSTALLATION or REPLACEMENT	
Flat Marker (9" x 12" or 10" x 18" or 12" x 20") Remove and Reinstall	85.00
Flat Marker (16" x 28" or 18" x 30") Remove and Reinstall.....	110.00
DISINTERMENT AND EXHUMATION	
Exhumation - Adult Casket - Single Depth	1,320.00
Exhumation - Adult Casket - Deep.....	2,200.00
Exhumation - Child Casket	880.00
Exhumation - Infant Casket.....	370.00
Exhumation - Cremated Remains (in-ground)	325.00
OTHER PRODUCTS AND SERVICES	
Installation only of Casket Vault or Liner - Single Depth	300.00
Installation only of Cremated Remains Vault or Liner (> 20 kg or > 36 cm in length or width).....	110.00
Administration Fee	50.00
License Disposition Fee.....	50.00

EXPLANATION

**A By-law to amend the Zoning and Development By-law
re 311 West 2nd Avenue**

After the public hearing on July 18, 2006, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 311 West 2nd Avenue. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
July 22, 2008

311 West 2nd 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-583(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Definitions

2. In this By-law, despite section 2 of the Zoning and Development By-law, "base surface" means the base surface calculated from the official established building grades.

Uses

3.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (471).

3.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (471) 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;
- (b) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Community Care Facility or Group Residence;
- (c) Live-Work Use;
- (d) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing,

Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (e) Office Uses;
- (f) Parking Uses;
- (g) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, and Vehicle Dealer;
- (h) Service Uses, limited to Barber Shop or Beauty Salon, Bed and Breakfast Accommodation, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (i) Accessory Uses customarily ancillary to the uses listed in this section 3.2; and
- (j) Interim Uses not listed in this section 3.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (471), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

4.1 Dwelling units are in an “intermediate zone” as defined in the Noise Control By-law, and, as a result, are subject to the noise levels permitted in industrial and downtown districts.

4.2 The design and lay-out of at least 25% of the dwelling units must:

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

- 4.3 All uses except dwelling uses must have direct access to grade.
- 4.4 Any development permit issued for live-work uses must stipulate as permitted uses:
- (a) dwelling units;
 - (b) general office, health care office, barber shop or beauty salon, photofinishing or photography studio, or artist studio - class A; and
 - (c) dwelling unit combined with any uses set out in subsection (b).

Density

- 5.1 Computation of floor area must assume that the site consists of 2 243.6 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.
- 5.2 The floor space ratio for all uses must not exceed 3.5.
- 5.3 Despite section 5.2, the Development Permit Board may permit an increase in floor space ratio, not to exceed 10%, resulting from a transfer of extra density from a designated heritage property, within the area of the South East False Creek Official Development Plan, in relation to which its receipt was as compensation for the reduction in market value at the time of designation.
- 5.4 Computation of floor space ratio must include all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building.
- 5.5 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, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
 - (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 maximum exclusion for a parking space must not exceed 7.3 m in length;
 - (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;

- (e) 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 is to be no exclusion for any of the residential storage space above base surface for that unit;
- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m²; 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.

5.6 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board:

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (d) open to below spaces or double height volumes on the second storey units if the location of the first floor is within 2 m of grade to a maximum of 15% of the floor area of the first floor of that unit for residential and live-work units;
- (e) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and
- (f) trellises and other garden structures which support the use of intensive green roofs and urban agriculture.

5.7 The use of floor space excluded under section 5.5 or 5.6 must not include any purpose other than that which justified the exclusion.

Building height

6.1 The building height, measured above base surface, and to the top of the roof slab above the uppermost habitable floor excluding parapet wall must not exceed 27.43 m.

6.2 Despite section 6.1, maximum building height does not include a mechanical penthouse, trellises, and other garden structures which support the use of intensive green roofs or urban agriculture, as provided by section 10.11 of the Zoning and Development By-law.

Setbacks

7. The setback of a building must be at least 1.5 m from the rear property line.

Horizontal angle of daylight

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

8.2 The location of each such exterior window must allow a plane or planes extending from the window and formed by an angle of 50 degrees, or two angles with a sum of 70 degrees, to encounter no obstruction over a distance of 24.0 m.

8.3 Measurement of the plane or planes referred to in section 8.2 must be horizontally from the centre of the bottom of each window.

8.4 If:

(a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and

(b) the minimum distance of unobstructed view is not less than 3.7 m;

the Director of Planning or Development Permit Board may relax the horizontal angle of daylight requirement.

8.5 An obstruction referred to in section 8.2 means:

(a) any part of the same building including permitted projections; or

(b) the largest building permitted under the zoning on any site adjoining CD-1 (471).

8.6 A habitable room referred to in section 8.1 does not include:

(a) a bathroom; or

(b) a kitchen whose floor area is the lesser of:

- (i) less than 10% of the total floor area of the dwelling unit, or
- (ii) less than 9.3 m².

Parking, loading, and bicycle spaces

9. Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law.

Acoustics

10. 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

11. 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.

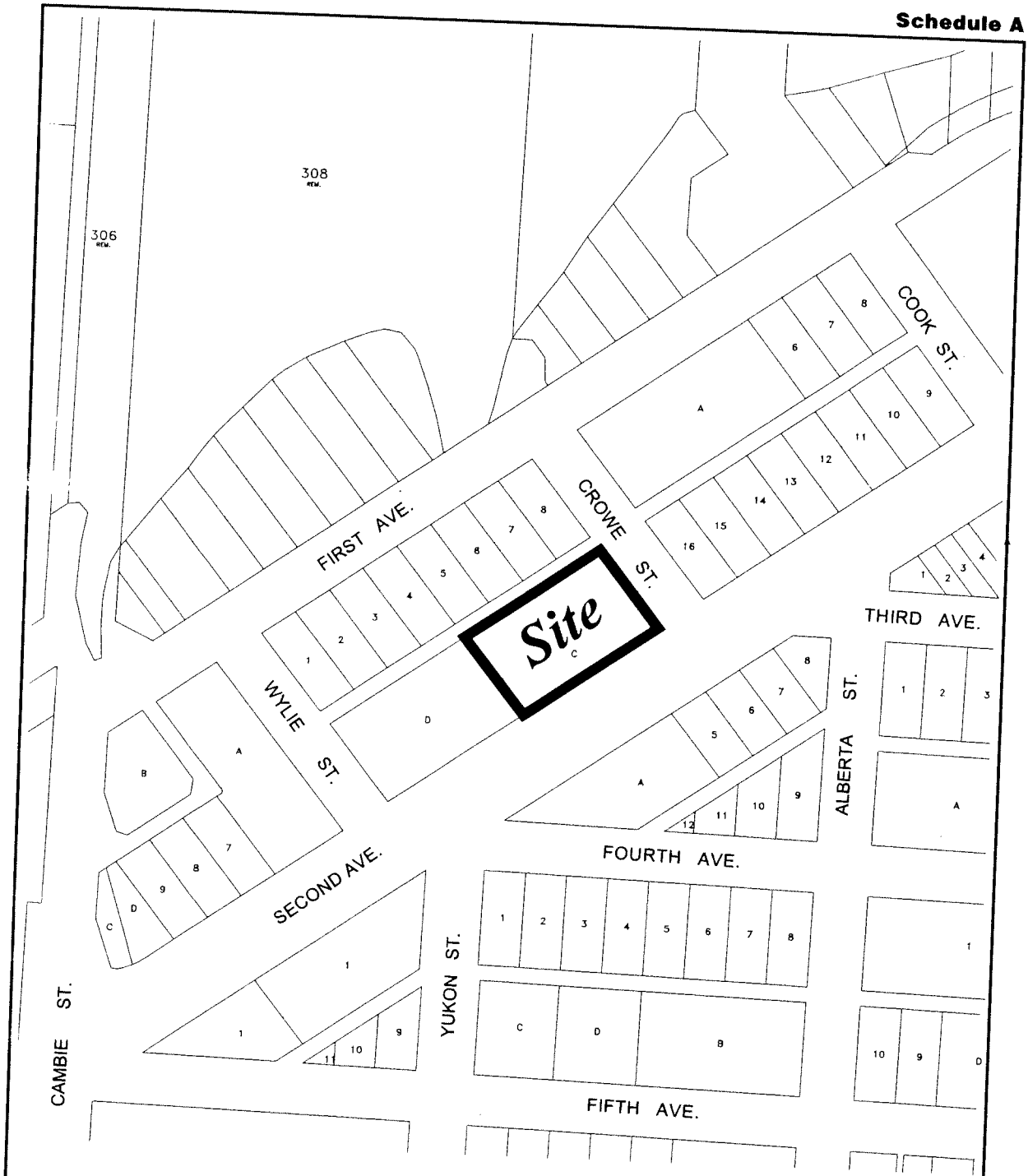
Force and effect

12. 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



RZ - 311 West 2nd Avenue		map: 1 of 1	↑
		scale: 1:2000	
City of Vancouver		date: June 27, 2006	

Z583(b)

EXPLANATION

**A By-law to amend the Sign By-law
re 311 West 2nd Avenue**

After the public hearing on July 18, 2006, Council resolved to amend the Sign By-law 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
July 22, 2008

311 West 2nd Avenue



BY-LAW NO. _____

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

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

- 1. To Schedule E of the Sign By-law, Council adds:
 "311 West 2nd Avenue CD-1 (471) B (DD)"
- 2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this day of , 2008

Mayor

City Clerk

EXPLANATION**Parking By-law
Relaxation and Payment-in-lieu
1020 Hamilton Street**

On July 8, 2008, Council approved a recommendation to accept up to \$101,000.00 in return for the waiver of the requirement to provide up to five off-street parking spaces at the above-noted address. Since then, the General Manager of Engineering Services has determined that four spaces, rather than five, are necessary, and that the payment-in-lieu required is \$80,800.00.

The Director of Finance has verified that the money has been received and, pursuant to Section 4.12.5 of the Parking By-law, Council may now enact the attached by-law to implement Council's resolution and effect the waiver.

Director of Legal Services
July 22, 2008



1020 Hamilton Street

BY-LAW NO. _____

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

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

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

PID: 008-467-633	Four off-street	\$80,800.00
Lot 35	parking spaces	
Block 76		
District Lot 541		
Plan 3469		

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