

**EXPLANATION**

**Building By-law amending by-law  
re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Building By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Building By-law No. 9419 to increase fees**

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

1. Council:
  - (a) repeals the Schedule of Fees attached to the Building By-law, and substitutes for it the Schedule of Fees attached to this By-law, which new Schedule of Fees is to form part of the Building By-law; and
  - (b) approves the fees set out in the new Fee Schedule.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**SCHEDULE OF FEES**

**Current Fees**

**PART A - BUILDING**

1. The fees hereinafter specified shall be paid to the City with respect to and upon the application for the issue of a PERMIT as follows:
  - (a) Except as provided for in Clause (b) for the CONSTRUCTION of any BUILDING, or part thereof:

When the estimated cost of the work, being the valuation referred to in the Article 1A.7.2.2. of Division C of this By-law, does not exceed \$5,000 or for the first \$5,000 of the estimated cost of the work..... \$108.00

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$5,000 but does not exceed \$50,000..... \$8.10

For each \$1,000, or part thereof, by which the estimated cost of the work exceeds \$50,000..... \$4.05
  - (b) For the installation, CONSTRUCTION, re- construction, ALTERATION or repair of, or ADDITION to, any CHIMNEY, FIREPLACE, INCINERATOR, VENTILATING SYSTEM, AIR- CONDITIONING SYSTEM, or HEATING SYSTEM, the fee shall be in accordance with Clause (a), except that a fee shall not be charged when the cost of such work is less than \$500
  - (c) For a permit for temporary OCCUPANCY of a part of a STREET, or of the AIR SPACE immediately ABOVE a part of a STREET, in accordance with Section 1A.10. of Division C of this By-law, the fee shall be for each 10 m<sup>2</sup> or part thereof, of STREET or of AIR SPACE part thereof, of STREET or of AIR SPACE immediately above such STREET to be occupied..... \$2.22
  - Subject to a minimum fee of ..... \$74.00
  - (d) For an OCCUPANCY PERMIT not required by this By-law but requested ..... \$77.00
  - (e) For the demolition of a BUILDING, not including a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3:

For each DWELLING UNIT .....\$1,000.00

For each sleeping room in a multiple conversion dwelling, hotel or other BUILDING, which is or has been a principal dwelling or residence of a person, family or household .....\$1,000.00

- (f) For the demolition of a ONE-FAMILY DWELLING, which has at any time since November 1, 1986 provided RESIDENTIAL OCCUPANCY, subject to Section 3 .....\$1,000.00
- (g) For the repair of building walls pursuant to requirements of Part 5 of Division B for any residential building ..... Nil

2. The fees hereinafter specified shall be paid to the City as follows:

- (a) For a required permit inspection for compliance with this By-Law which cannot be carried out during normal working hours and where there is a request to carry out the inspection after hours, the fee to be based on the time actually spent in making such inspection, at a minimum inspection time of four (4) hours, including traveling time:  
  
For each hour or part thereof..... \$204.00
- (b) For a plan review where an applicant requests in writing that the review be carried out during overtime:  
  
For each hour or part thereof..... \$213.00
- (c) For each special inspection of a BUILDING or structure to determine compliance with this By-law, and in respect of which no specific fee is otherwise prescribed, the fee to be based on the time actually spent in making the inspection:  
  
For each hour or part thereof..... \$142.00
- (d) For each REINSPECTION made necessary due to faulty work or materials or incomplete work requested to be inspected ..... \$142.00
- (e) For each inspection of a drainage tile system:  
  
For a one- or two-family residence ..... \$177.00  
  
For all other drain tile inspections:  
  
When the estimated cost of the CONSTRUCTION of the BUILDING, being the valuation referred to in Article 1A.7.2.2. of Division C does not exceed \$500,000 ..... \$330.00  
  
When the estimated cost of the work exceeds \$500,000 but does not exceed \$1,000,000..... \$553.00  
  
When the estimated cost of the work exceeds \$1,000,000..... \$633.00

- (f) For the special search of records pertaining to a BUILDING to advise on the status of outstanding orders and other matters concerning the BUILDING:
  - For a one- or two-family residence ..... \$173.00
  - For all other BUILDINGS..... \$348.00
- (g) For enabling the viewing of a plan of a BUILDING or a copy of the plan ..... \$28.00
- (h) For supplying a copy of a plan of a BUILDING, for each page ..... \$8.60
- (i) For a request to renumber a BUILDING ..... \$633.00
- (j) For the extension of a BUILDING PERMIT where requested in writing by an applicant pursuant to Article 1A.7.5.1. of Division C..... 50 percent of the original BUILDING PERMIT fee to a maximum of \$267.00
- (k) For the extension of a building permit by Council where requested in writing by an applicant pursuant to Article 1A.7.5.2. of Division C ..... \$890.00
- (l) For the issuance of a partial BUILDING PERMIT pursuant to Article 1A.6.1.6. of Division C ..... \$267.00
- (m) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of Article 1A.2.1.3. of Division C
  - where the PERMIT relates to a ONE-FAMILY DWELLING or a SECONDARY SUITE..... \$142.00
  - plus for each hour, or part thereof, exceeding one hour ..... \$142.00
  - where the PERMIT relates to any other BUILDING..... \$437.00
  - plus for each hour, or part thereof, exceeding one hour ..... \$222.00
- (n) For each RE-OCCUPANCY PERMIT after rectification of an UNSAFE CONDITION and related By-law violations ..... \$133.00
- (o) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of new construction under Article 2.3.2.1. of Division C
  - for a single application..... \$627.00

- for two applications .....\$1,220.00
  - for three or more applications.....\$1,610.00
  - (p) For an evaluation of plans, specifications, building materials, procedures or design methods for the purpose of acceptance of existing conditions with mitigating features
    - for a single application..... \$392.00
    - for two applications ..... \$739.00
    - for three or more applications..... \$962.00
  - (q) For review by the equivalents review panel .....\$1,920.00
  - (r) For the evaluation of a resubmission or revised submission made under Clauses (o) or (p) of this Section 2 ..... \$216.00
3. Upon written application of the payor and on the advice of the General Manager of Community Services, the Director of Finance shall refund to the payor, or a designate of the payor, the fees paid pursuant to Clauses (e) and (f) of Section 1:
- (a) for all demolished dwelling units in a building that will be replaced by a social housing or co-operative development that has received a Project Commitment Letter from the British Columbia Housing Management Commission or the Canada Mortgage and Housing Corporation; and
  - (b) for each demolished dwelling unit that has been replaced by a dwelling unit occupied by rental tenants and not created pursuant to the Strata Property Act.

**PART B - PLUMBING**

Every applicant for a Plumbing PERMIT shall, at the time of application, pay to the City the fees set out hereunder:

1. INSTALLATIONS

**For the Installation of:**

- One, two or three FIXTURES ..... \$133.00
- Each additional FIXTURE..... \$48.00

Note: For the purpose of this schedule the following shall also be considered as FIXTURES:

- Every "Y" intended for future connection;
- Every ROOF DRAIN, swimming pool, dishwasher, and interceptor;
- Every vacuum breaker in a lawn sprinkler system; and
- Every back-flow preventer

**Alteration of Plumbing (no FIXTURES involved):**

For each 30 metres of piping or part thereof .....	\$202.00
For each 30 metres of piping or part thereof, exceeding the first 30 metres .....	\$57.00
Connection of the City water supply to any hydraulic equipment .....	\$76.00

**2. INSPECTIONS OF FIRELINE SYSTEMS:**

**Hydrant & Sprinkler System:**

First two inspections for each 30 m of water supply pipe or part thereof .....	\$202.00
Each additional inspection for each 30 m of water supply pipe or part thereof ...	\$84.00

**Sprinklers:**

First head, one- or two-family dwelling.....	\$229.00
First head, all other buildings .....	\$488.00
Each additional head, all buildings (no limit on number) .....	\$2.30

**Firelines:**

Hose Cabinets .....	\$26.00
Hose Outlets.....	\$26.00
Wet & Dry Standpipes .....	\$26.00
Standpipes .....	\$26.00
Dual Check Valve In-flow Through Devices.....	\$26.00
Backflow Preventer.....	\$136.00

**Wet & Dry Line Outlets:**

Each connection .....	\$26.00
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NOTE: A Siamese connection shall be considered as two dry line outlets.

Each Fire Pump .....	\$214.00
Each Fire Hydrant .....	\$66.00
3. RE-INSPECTIONS	
Each re-inspection due to faulty work or materials .....	\$142.00
4. SPECIAL INSPECTIONS	
Each inspection to establish fitness of any existing fixture for each hour or part thereof .....	\$142.00
An inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof .....	\$204.00
5. BUILDING SEWER INSPECTIONS	
First two inspections for each 30 m of BUILDING SEWER or part thereof .....	\$177.00
Each additional inspection for each 30 m of BUILDING SEWER or part thereof ....	\$90.00

**PART C - BUILDING GRADES**

The following fees shall be paid to the City upon application for a Development Permit for the design elevations of streets or lanes where they adjoin a building site, whether required pursuant to Article 2.2.2.2. of Division C or otherwise:

**Length of property abutting street or lane, or both**

0 to 31 m.....	\$745.00
over 31 m to 90 m .....	\$1,480.00
over 90 m to 150 m.....	\$2,220.00
over 150 m to 300 m .....	\$3,220.00
over 300 m.....	\$4,440.00



## EXPLANATION

### **Electrical By-law amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Electrical By-law to increase fees.

Director of Legal Services  
December 16, 2008



BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Electrical By-law No. 5563 to increase fees**

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

1. Council:
  - (a) repeals Schedule A of the Electrical By-law, and substitutes for it Schedule A attached to this By-law, which new Schedule A is to form part of the Electrical By-law; and
  - (b) approves the fees set out in the new Schedule A.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

SCHEDULE A

Current Fees

1. The following fees, based on the cost of work, including materials and labour, as estimated by the contractor or owner and established to the satisfaction of the City Electrician, shall be payable to the City and shall accompany every application for a permit for electrical work:

When the estimated cost does not exceed \$250.....	\$53.00
When the estimated cost exceeds \$250 but does not exceed \$500 .....	\$70.00
When the estimated cost exceeds \$500 but does not exceed \$700 .....	\$93.00
When the estimated cost exceeds \$700 but does not exceed \$1,000.....	\$121.00
When the estimated cost exceeds \$1,000 but does not exceed \$10,000.....	\$121.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000 .....	\$46.45
When the estimated cost exceeds \$10,000 but does not exceed \$50,000 .....	\$556.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$10,000.....	\$24.25
When the estimated cost exceeds \$50,000 but does not exceed \$100,000 .....	\$1,565.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$50,000.....	\$14.75
When the estimated cost exceeds \$100,000 but does not exceed \$500,000.....	\$2,335.00
plus for every \$1,000 of the estimated costs, or part thereof, over \$100,000 .....	\$10.10
When the estimated cost exceeds \$500,000 but does not exceed \$1,000,000 ...	\$6,536.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$500,000 .....	\$8.10
When the estimated cost exceeds \$1,000,000 .....	\$10,748.00
plus for every \$1,000 of the estimated cost, or part thereof, over \$1,000,000 .....	\$3.05

2. The fee for a temporary power permit shall be:
  - (a) for single and two-family dwellings only, for a permit valid for six (6) months ..... \$144.00
  - (b) for all other uses, for a permit valid for one year ..... \$304.00
  
3. The fee for an annual permit for any one commercial or industrial plant or establishment shall be as follows, except that where one person, firm or corporation has more than one plant or establishment, a separate annual permit shall be required for each plant or establishment:
  - Connected load - 1,000 h.p. or less ..... \$437.00
  - Each 100 h.p. or part thereof exceeding the first 1,000 h.p. .... \$43.20
  - Subject to a maximum fee of ..... \$3,700.00
  
4. The fee for an inspection of electrical work to determine compliance with this By-law, to be based on time actually spent in making such inspection, shall be for each hour or part thereof..... \$142.00
  
5. The fee for an inspection of electrical work where errors or omissions were found at a previous inspection shall be ..... \$142.00
  
6. The fee for inspection outside normal working hours and at a minimum inspection time of four (4) hours, including traveling time, shall be for each hour or part thereof..... \$204.00

**EXPLANATION**

**Gas Fitting By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Gas Fitting By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_



**A By-law to amend  
Gas Fitting By-law No. 3507 to increase fees**

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

1. Council:
  - (a) repeals the Fee Schedule of the Gas Fitting By-law, as referred to in section 5 thereof, and substitutes for it the Fee Schedule attached to this By-law, which new Fee Schedule is to form part of the Gas Fitting By-law; and
  - (b) approves the fees set out in the new Fee Schedule.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

## FEE SCHEDULE

Current Fees

### Domestic Installations:

This fee is for one family dwellings only. Any other occupancy shall be charged under "Commercial and Industrial Installation" rates.

One, two or three appliances.....	\$139.00
Each additional appliance .....	\$50.80
Each replacement water heater or gas range .....	\$78.70

Where piping only is being installed, see "Piping Permits" below.

### Commercial and Industrial Installations

Fee for each appliance, based on BTU/hour input rating:

65,000 or less .....	\$171.00
65,001 to 200,000 .....	\$184.00
200,001 to 409,000 .....	\$210.00
Over 409,000 .....	\$255.00

in addition to all costs incurred by the inspector.

### Vent or Gas Value or Furnace Plenum (no appliances)

One, two or three units.....	\$139.00
Each additional unit .....	\$50.80

### Piping Permits (no appliances)

For first 60 m of house piping or part thereof.....	\$145.00
Every 30 m or part thereof exceeding the first 60 m.....	\$52.80

### Re-inspections

Each inspection due to faulty work or materials.....	\$142.00
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**Special Inspections**

To establish the fitness of any existing installations, for each hour or part thereof ..... \$142.00

If conducted with a Plumbing Inspection, for each hour of part thereof ..... \$142.00

If outside normal working hours, and at a minimum inspection time of four (4) hours, including traveling time, for each hour or part thereof..... \$204.00



**EXPLANATION****Miscellaneous Fees By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Miscellaneous Fees By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_



**A By-law to amend  
Miscellaneous Fees By-law No. 5664  
regarding fee increases**

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

1. Council:
  - (a) repeals Schedule 1 of the Miscellaneous Fees By-law, and substitutes for it Schedule 1 attached to this By-law, which new Schedule 1 is to form part of the Miscellaneous Fees By-law; and
  - (b) approves the fees set out in the new Schedule 1.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Schedule 1**

**Current Fees**

**Adopt or Amend an Area Development Plan (ADP)**

1. For adoption or amendment of an Area Development Plan:

Up to 0.4 ha (43,128 sq. ft.) site area .....	\$23,200.00
For each additional 100 m <sup>2</sup> (1,080 sq. ft.) of site area, or part thereof.....	\$225.00
Maximum fee .....	\$92,400.00

**Amend an Official Development Plan (ODP) and Area Development Plan (ADP)**

2. For an amendment to the text of an Official Development Plan and any associated Area Development Plan..... \$34,800.00

**Amend a Regional or Provincial Land Use Designation**

3. For an amendment of a regional or provincial land use designation .....\$2,350.00

**Research Requests**

4. For research requests:

(a) Research requests requiring up to a maximum of 2 hours of staff time .....	\$176.00
(b) Extensive research requests (as time and staffing levels permit):	
For each additional hour or part thereof beyond the 2 hours referred to in clause (a) above.....	\$87.40

**Site Profile Review**

5. For each review of a site profile..... \$100.00

**Appeal to Board of Variance/Parking Variance Board**

6. For the filing of an appeal ..... \$275.00

**Legality Research Requests**

- 7. Provide written information on the approved use of a building in accordance with the Zoning & Development and Vancouver Building Bylaws
  - (a) Residential.....\$37.80
  - (b) Commercial (one unit only).....\$37.80
  - (c) Commercial and/or mixed use (all units) requiring up to a maximum of 2 hours of staff time..... \$176.00

For each additional hour or part thereof beyond the 2 hours referred in Clause (c) above .....\$87.40

**Producing Permit/Document Copies**

- 8. Provide paper copies of permits or specific documents from either microfiche or our images database
  - (a) 1 to 3 paper copies .....\$37.80
  - (b) Each additional copy ..... \$7.60

**File Research Environmental**

- 9. Provide written information as to whether a property has any contamination or environmental issues. .... \$176.00

**EXPLANATION****Private Property Tree By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Private Property Tree By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Private Property Tree By-law No. 7347  
to increase fees**

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

1. Council:
  - (a) strikes out "\$55", each time it appears in section 12B of the Private Property Tree By-law, and substitutes "\$57"; and
  - (b) strikes out "\$156", each time it appears in section 12B, and substitutes "\$162".
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**EXPLANATION**

**Secondary Suite Inspection Fee By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Secondary Suite Inspection Fee By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_



**A By-law to amend  
Secondary Suite Inspection Fee By-law No. 6553  
to increase fees**

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

1. From the Secondary Suite Inspection Fee By-law, Council repeals section 3, and substitutes:

“3. Where an application for a special inspection of a suite is made

- (a) within 60 days of the notification date, the applicant shall pay a fee, including all the inspections referred to in section 1, of \$142.00, or
- (b) more than 60 days after the notification date, the applicant shall pay a fee, including all of the inspections referred to in section 1, of \$426.00.”

2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



**EXPLANATION**

**Sign By-law amending by-law  
re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Sign By-law to increase fees.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_



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

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

1. From the Sign By-law, Council repeals section 13, and substitutes:

- “13.1 Permit Application Fee
- Every person applying to the Director for a sign permit shall pay to the City at the time such application is filed the appropriate fee as set out in this section, and no application is valid without such payment:
- (a) For each sign requiring a permit plus \$79.90
  - (b) For each sign requiring an electrical connection plus \$79.90
  - (c) For each sign incorporating a supporting structure plus \$79.90
  - (d) For a billboard, free-standing sign or parking lot advertising sign \$79.90
- 13.2 Additional Inspection Fee
- 13.2.1 Each permit fee described in section 13.1, provides for one field inspection. Where any additional field inspection is required to complete the final inspection on a installation, the fee for each additional inspection shall be \$79.90
  - 13.2.2 Except where exempted by section 5.2 or 5.3, where any sign has been erected before a permit has been issued for such sign, the fee in Section 13.1 (a), in addition to all other fees, shall be \$386.00

13.3 Permit Fee Refund

No sign permit application fee shall be refunded after the application has been approved or refused, but if the application has been withdrawn prior to processing, the Director of Finance may refund to the applicant a part of the fee as recommended by the Director of Licenses and Inspections.

13.4 Registration Fee

Where a fascia sign will be or has been installed in accordance with Section 5.3.1(a), a registration fee shall be paid to the City as follows:

For each sign face	\$48.60
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13.5 Annual Encroachment Charge

13.5.1 The owner of a sign, other than a fascia sign, which encroaches over any street shall pay annually the following charge based on the area of the sign face which encroaches:

Area of Sign Face Encroaching Over a Street	Annual Fee
Up to 2 m <sup>2</sup>	\$17.30
2.01 to 4 m <sup>2</sup>	\$23.70
4.01 to 6 m <sup>2</sup>	\$34.50
6.01 to 10 m <sup>2</sup>	\$48.60
For each additional 1 m <sup>2</sup> or fraction thereof over 10 m <sup>2</sup>	\$0.29
Maximum charge for each sign face	\$64.80

13.5.2 The charge set out in section 13.5.1 shall be due and payable the first business day of January of each year, except that the charge for any sign installed after July 31st in any year shall be one-half of the charge shown in Section 13.5.1.

13.5.3 The Director shall cause the removal, in accordance with Section 12.2.2., of any sign when the charge payable pursuant to this section remains unpaid six months after it has become due and payable.

13.6 Amendment Application Fee

13.6.1 Every person applying to the City Council for an amendment to the Sign By-law shall pay to the City at the time such application is filed with the Director of Planning the appropriate fee as set forth in this Section, and no application is valid without such payment.

- (a) For an amendment, other than Schedule E, where no more than one section requires amendment \$5,720.00
- (b) For an amendment, other than Schedule E, where more than one section requires amendment or where the amendment would allow a type of sign that is not permitted \$8,570.00
- (c) For an amendment to Schedule E:
  - (i) To assign a Comprehensive Development District, at time of creation of the District, to the same sign schedule that applied to the site prior to its Comprehensive Development District zoning \$142.00
  - (ii) To assign a Comprehensive Development District to an existing sign schedule with different sign regulations than currently apply to the site \$1,420.00
  - (iii) To assign a Comprehensive Development District to a new schedule to be created \$8,570.00



**EXPLANATION**

**A By-law to amend the Subdivision By-law  
re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Subdivision By-law to increase fees.

Director of Legal Services  
December 16, 2008

*Sh.*

BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Subdivision By-law No. 5208 to increase fees**

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

1. Council:
  - (a) repeals Schedule F of the Subdivision By-law, and substitutes for it Schedule F attached to this By-law, which new Schedule F is to form part of the Subdivision By-law; and
  - (b) approves the fees set out in the new Schedule F.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

**Schedule F  
Fees**

Every applicant for subdivision shall at the time of application pay the applicable fee set out below.

1. **CLASS I (Major)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) more than 40 000 m<sup>2</sup> in area; or (ii) where the site is between 10 000 m<sup>2</sup> and 40 000 m<sup>2</sup> in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law ..... \$79,600.00
  
2. **CLASS II (Intermediate)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is between 4 000 m<sup>2</sup> and 10 000 m<sup>2</sup> in area and the subdivision is reasonably likely to require that legal agreements be registered on title as a condition of subdivision approval, but where the subdivision is not described in Section 4.5(a), (b) or (c) of this By-law or in Class I ..... \$39,800.00
  
3. **CLASS III (Minor)** - For an application to subdivide pursuant to Part 7 of the Land Title Act or Section 243 of the Strata Property Act, where the site is: (i) less than 4 000 m<sup>2</sup> in area; or (ii) where the subdivision is unlikely to require that legal agreements be registered on title as a condition of subdivision approval; but in either case where the subdivision is not described in section 4.5(a) or (b) of this By-law or in Class I or II ..... \$6,830.00
  
4. **CLASS IV (Dedication)** - For an application to subdivide as described in Section 4.5(a) or (b) of this By-law
  - (a) where such subdivision is required as a condition of enactment of a zoning by-law, or is otherwise required by the City Engineer ..... \$336.00
  
  - (b) where such subdivision is required by the Director of Planning or Development Permit Board as a condition of issuance of a development permit, or is otherwise initiated by the owner except as arising from rezoning approval ..... No Fee



- 5. **CLASS V (Air Space)** - For an application to subdivide made pursuant to Part 9 (Air Space Titles) of the Land Title Act
  - (a) for developments having a Floor Space Ratio (FSR) of 2.0 or greater .... \$59,700.00
  - (b) for developments having a Floor Space Ratio (FSR) of less than 2.0 ..... \$29,800.00
  
- 6. **RECLASSIFICATION** - For an application to change from one sub-area to another sub-area in the RS-1, RS-3, RS-3A, RS-5, or RS-6 Zoning District ..... \$3,470.00
  
- 7. **STRATA APPLICATIONS** - For an application to convert an existing building to strata title ownership pursuant to Section 242 of the Strata Property Act; or amend Strata Plans pursuant to Part 15 of the Strata Property Act; or for Phased Strata applications made pursuant to Section 13 of the Strata Property Act ..... \$3,470.00

**Note:** *Strata Conversions and applications to subdivide strata lots also require a separate fee for a Special Inspection Application, to ensure compliance with relevant provisions of the Zoning and Development By-law and Building By-law.*

**EXPLANATION****Zoning and Development Fee By-law  
amending by-law re fee increases**

The attached by-law will implement Council's resolution of December 16 or December 18, 2008 to amend the Zoning and Development Fee By-law to increase fees.

Director of Legal Services  
December 16, 2008

2

BY-LAW NO. \_\_\_\_\_

**A By-law to amend  
Zoning and Development Fee By-law No. 5585  
to increase fees**

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

1. Council:
  - (a) repeals Schedule 1 of the Zoning and Development Fee By-law, and substitutes for it Schedule 1 attached to this By-law, which new Schedule 1 is to form part of the Zoning and Development Fee By-law;
  - (b) repeals Schedule 2 of the Zoning and Development Fee By-law, and substitutes for it Schedule 2 attached to this By-law, which new Schedule 2 is to form part of the Zoning and Development Fee By-law; and
  - (c) approves the fees set out in the new Schedules 1 and 2.
2. This By-law is to come into force and take effect on January 1, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Schedule 1

Current Fees

Development Permits

One-Family dwelling, One-Family Dwelling with Secondary Suite, and Two-Family Dwelling

- 1. For a new one-family dwelling, one-family dwelling with secondary suite, or two-family dwelling and its accessory building or accessory use or for an addition, alteration, change of use, accessory building or accessory use to an existing one- or two-family dwelling or one-family dwelling with secondary suite where such an addition, alteration, change of use, accessory building or accessory use is equal to or greater than 60 m2 in gross floor area:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law, except as provided in Section 1(d)..... \$1,370.00
  - (b) where the permit would be issued as a conditional approval, except as provided for in Sections 1(a), 1(c), 1(e) and 1C ..... \$1,830.00
  - (c) where the permit would be issued as a conditional approval after proceeding to a review by a Council-appointed advisory design panel ..... \$3,010.00
  - (d) in the RS-6 or RS-7 Districts, where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law ..... \$1,570.00
  - (e) where the permit would be issued as a conditional approval in the RS-6 or RS-7 Districts, with no relaxation of regulations except as provided in Section 1(d) ..... \$1,910.00
  
- 1A. Except as provided for in Section 1B, for an addition, alteration, relaxation, change of use, accessory building or accessory use to an existing one- or two-family dwelling or one-family dwelling with secondary suite where such addition, alteration, change of use, accessory building or accessory use is less than 60 m2 in gross floor area:
  - (a) where the permit would be issued as an outright approval, or where a relaxation of the required yards, building depth or maximum building height is required and where the relaxation of a required rear yard would be less than 60% of what is required by the applicable District Schedule, or where the permit would be issued as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law ..... \$365.00

- (b) in all other cases..... \$719.00
- 1B. For conversion of a one-family dwelling to a one-family dwelling with secondary suite ..... \$499.00
- 1C. Notwithstanding Section 1, for a one-family dwelling in the RS-3, RS-3A, RS-5, RS-6 or RS-7 Districts which includes permission by the Director of Planning to increase the maximum Floor Space Ratio otherwise permitted by the District Schedule ..... \$2,390.00
- 1D. Despite Section 1, for a two-family dwelling in the RS-7 District which includes permission by the Director of Planning to increase the maximum permitted Floor Space Ratio otherwise permitted by the District Schedule..... \$2,390.00

**Multiple Dwellings**

- 2. For a multiple dwelling, or for an addition to an existing multiple dwelling:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
    - Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$747.00
    - For each additional 100 m<sup>2</sup> of gross floor area or part..... \$374.00
    - Maximum fee .....\$30,300.00
  - (b) where the permit would be issued as a conditional approval, except as provided in Section 2 (a):
    - Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$1,020.00
    - For each additional 100 m<sup>2</sup> of gross floor area or part..... \$623.00
    - Maximum fee .....\$50,400.00

**Other Uses (Other Than One- or Two-family or Multiple Dwellings)**

- 3. For a new principal building or use, or for an addition to an existing building or use, being in all cases other than a one- or two-family dwelling and a multiple dwelling:
  - (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:
    - Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$512.00

For each additional 100 m<sup>2</sup> of gross floor area or part..... \$246.00

Maximum fee .....\$25,200.00

- (b) where the permit would be issued as a conditional approval except as provided in Section 3(a):

Each 100 m<sup>2</sup> of gross floor area or part up to 500 m<sup>2</sup> ..... \$899.00

For each additional 100 m<sup>2</sup> of gross floor area or part..... \$512.00

Maximum fee .....\$48,300.00

**Alterations, Changes of Use (Other Than One- or Two-family Dwellings)**

4. For an accessory building or accessory use to a principal building or principal use already existing, or for an alteration, relaxation, or change of use to an existing building, being in all cases other than a one- or two-family dwelling:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 100 m<sup>2</sup> of gross floor area or part thereof..... \$441.00

Maximum fee ..... \$3,530.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 4(a):

Each 100 m<sup>2</sup> of gross floor area or part thereof..... \$623.00

Maximum fee ..... \$4,440.00

**Outdoor Uses**

5. For a parking area, storage yard, nursery, or other development which, in the opinion of the Director of Planning, is similar:

- (a) where the permit would be issued as an outright approval or as a conditional approval pursuant to Section 3.2.7 of the Zoning and Development By-law:

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$365.00

Each additional 200 m<sup>2</sup> of site area or part..... \$124.00

- (b) where the permit would be issued as a conditional approval, except as provided in Section 5(a):

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$499.00

Each additional 200 m<sup>2</sup> of site area or part..... \$239.00

**Developments Requiring Development Permit Board Approval**

- 6. For an application which proceeds to the Development Permit Board:

- (a) instead of the fees referred to in Sections 1 to 4:

Each 100 m<sup>2</sup> of gross floor area or part up to 10 000 m<sup>2</sup> ..... \$733.00

Each additional 100 m<sup>2</sup> of gross floor area or part over 10 000 m<sup>2</sup> ..... \$139.00

- (b) instead of the fees referred to in Section 5:

Each 200 m<sup>2</sup> of site area or part up to 1 000 m<sup>2</sup> ..... \$540.00

Each additional 200 m<sup>2</sup> of site or part..... \$261.00

**Child Day Care Facility Or Social Service Centre**

- 7. For a child daycare facility, cultural facility or social service centre, where the applicant is an incorporated non-profit society ..... \$499.00

**Demolitions**

- 8. For the demolition of residential rental accommodation, a building listed on the Heritage Register or a residential building located in the RS-1, RS-3, RS-3A, RS-5 and RS-6 or FSD District..... \$239.00

**Preliminary Applications**

- 9. For an application in preliminary form only ..... 25% of the fee that would, except for this provision, apply (with a minimum fee of \$498.00)

NOTE: This fee will be deducted from the fee for an application in complete form which follows approval of a preliminary application.

**Partial Permits**

- 9A. For each partial permit issued..... 10% of the fee that would, except for this provision, apply (with a minimum fee of \$239.00)

**Revisions**

- 10. For the second revision and every subsequent revision of drawings which are required because of non-compliance with the Zoning and Development By-law, or because there is insufficient information to satisfactorily process the permit, or because the applicant wishes to alter the use or form of development and where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use:  
  
where the permit is to be issued under:
  - (a) sections 1 and 7 of this schedule ..... \$239.00
  - (b) all other sections of this schedule..... 10% of the fee that would, except for this provision, apply (with a minimum fee of \$239.00)

**Minor Amendments**

- 11. For each minor amendment to a permit where less than 15% of the gross floor area or building exterior is altered or less than 15% of the gross floor area is changed in use and:
  - (a) where the original permit was issued under Sections 1 and 7 of this schedule..... \$239.00
  - (b) where the original permit was issued under any other section of this schedule or where the exterior alterations are to a commercial building which has no development permit authorizing its construction and where the alterations are to not more than one storey..... 25% of the fee that would, except for this provision, apply (with a minimum fee of \$239.00)

**Extensions And Renewals**

- 12. For an extension of the period of validity of a development permit application or a development permit, or for a renewal of a development permit which has become void ..... \$499.00



- 13. For the renewal of a development permit issued with specified time limitations where the conditions of approval have not changed:
  - (a) for a special needs residential facility or all uses where the applicant is a duly incorporated non-profit society..... \$239.00
  - (b) for each unit of living accommodation ..... \$499.00
  - (c) for all other uses.....75% of the fee that would, except for this provision, apply

NOTE: Where an application is made for the retention of identical uses on more than one site controlled by the same applicant, providing the renewals are required annually and are filed simultaneously, the applications may be combined and considered as one for the purpose of calculating the fee.

**Board of Variance Appeals**

- 14. For a permit which has been approved as the result of a successful appeal to the Board of Variance after refusal by the Director of Planning or the Development Permit Board.....No Charge

**Application Following Refusal**

- 15. Where an application has been refused and, within 30 days of such refusal, the applicant reapplies with an application which seeks to rectify the reasons for refusal and where the application is, in the opinion of the Director of Planning, not materially different from the original application in terms of layout and design. .... 50% of original application fee

**Changes to Form of Development in CD-1 District**

- 16. For a development permit application in a CD-1 district where a change to the form of development requires Council approval and where such change is not accompanied by an amendment to, or adoption of, a CD-1 By-law.....\$3,667.00 plus the development application fees that would, except for this provision, apply

**Maintenance of Heritage Buildings**

- 17. For a permit for the maintenance or minor repair of a building, structure, use or site designated under the Heritage By-law or located in an HA District ..... \$46.00

**Awnings**

- 18 For an awning where the permit will be issued combined with a building permit or a sign permit. .... \$159.00

**Applications Submitted in Metric**

- 19 Notwithstanding sections 1 through 18 of this schedule, for applications accompanied by all plans and drawings in metric measurement.....95% of the fee that would, except for this provision, apply

**Higher Building Application Fee**

- 20 Despite any other provision in this schedule 1 to the contrary, for an application for a building that will exceed 137m.....\$34,900.00

Schedule 2

Current Fees

Zoning By-law Amendments

Change Zoning District (Except to CD-1)

- 1. For an amendment to the Zoning District Plan to redesignate from one zoning district to any other zoning district except a new Comprehensive Development District:

Up to 4 000 m <sup>2</sup> site area.....	\$8,330.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$188.00
Maximum fee .....	\$83,400.00

Text Amendments (Except CD-1)

- 2. For an amendment to the text of the Zoning and Development By-law.....\$16,700.00

New CD-1 (Not Contemplated in an ODP)

- 3. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is not contemplated in an Official Development Plan:

- (a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m<sup>2</sup>:

Up to 4 000 m <sup>2</sup> site area.....	\$66,900.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$307.00

- (b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m<sup>2</sup>:

For the first 4 000 m <sup>2</sup> of site area.....	\$28,000.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$307.00

- (c) Outside the downtown area shown on Map 1, where the site area is 8 000 m<sup>2</sup> or greater but smaller than 40 000 m<sup>2</sup>:

For the first 8 000 m <sup>2</sup> of site area.....	\$66,900.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$307.00

(d) where the site area is 40 000 m<sup>2</sup> or greater:

For the first 40 000 m<sup>2</sup> ..... \$491,000.00

For each additional 100 m<sup>2</sup> of site area or part thereof ..... \$1,018.00

**Amend CD-1 (Not Contemplated in an ODP)**

4. For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is not contemplated in an Official Development Plan:

(a) Within the downtown area shown on Map 1, where the site area is smaller than 40 000 m<sup>2</sup>:

For the first 4 000 m<sup>2</sup> site area .....\$66,900.00

For each additional 100 m<sup>2</sup> of site area or part thereof ..... \$307.00

(b) Outside the downtown area shown on Map 1, where the site area is smaller than 8 000 m<sup>2</sup>:

For the first 4 000 m<sup>2</sup> site area .....\$28,000.00

For each additional 100 m<sup>2</sup> of site area or part thereof ..... \$307.00

(c) Outside the downtown area shown on Map 1, where the site area is 8 000 m<sup>2</sup> or greater but smaller than 40 000 m<sup>2</sup>:

For the first 8 000 m<sup>2</sup> site area .....\$66,900.00

For each additional 100 m<sup>2</sup> of site area or part thereof ..... \$307.00

(d) where the site area is 40 000 m<sup>2</sup> or greater:

For the first 40 000 m<sup>2</sup> ..... \$491,000.00

For each additional 100 m<sup>2</sup> of site area or part thereof ..... \$1,018.00

**New CD-1 (Contemplated in an ODP)**

5. For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan

Up to 4 000 m<sup>2</sup> site area..... \$125,800.00

For each additional 100 m<sup>2</sup> of site area or part thereof..... \$1,018.00

**Amend CD-1 (Contemplated in an ODP)**

- 6. For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District By-Law that is contemplated in an Official Development Plan:

Up to 4 000 m <sup>2</sup> site area.....	\$125,800.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$1,018.00

**Reduced Fees for Large Sites with Limited Changes**

- 7. Notwithstanding sections 3(d), 4(d), 5 and 6 of this schedule:

For an amendment to the Zoning District Plan to redesignate from an industrial zoning district to a new Comprehensive Development District that relates to a site area of 40 000 m<sup>2</sup> or greater provided that:

- (a) the combined total floor area, of proposed new uses and expanded retail uses, is limited to 20% or less of the total floor area,
- (b) the use of at least 80% of the total floor area remains consistent with the existing zoning schedule and its restrictions on use and density, and
- (c) the maximum floor space ratio for all uses combined remains the same as that in the existing zoning schedule:

For the first 40 000 m <sup>2</sup> of site area .....	\$116,600.00
For each additional 100 m <sup>2</sup> of site area or part thereof .....	\$258.00

- 8. Notwithstanding sections 3(d), 4(d), 5, 6 and 7 of this schedule:

- (a) For an amendment to the Zoning District Plan to redesignate from a zoning district to a new Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m<sup>2</sup> or greater; or
- (b) For an amendment, in terms of permitted uses and regulations, to an existing Comprehensive Development District that is contemplated in an Official Development Plan or that is not contemplated in an Official Development Plan but relates to a site area of 40 000 m<sup>2</sup> or greater; provided, in both cases,

- (i) the approved or existing form of development is retained on at least 75% of the site area; or
- (ii) the floor space ratio of buildings already existing on the site is not increased by more than 25% or 0.5, whichever is the greater; or
- (iii) the Director of Planning determines that the application is similarly limited in scope having regard to use and form of development:

Up to 4 000 m <sup>2</sup> site area .....	\$25,400.00
For each additional 100 m <sup>2</sup> of site area or part thereof.....	\$258.00
Maximum fee.....	\$101,200.00

**Amend CD-1 (One Section Only)**

- 9. Notwithstanding sections 4, 6 and 7 of this schedule:

For an amendment to an existing CD-1 By-law where no more than one section required amendment .....	\$11,230.00
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## EXPLANATION

### **2009 Taxation Exemption By-law Seniors Housing**

On February 23, 1995, Council approved permissive property tax exemptions for certain seniors housing properties, as described in a policy report dated February 1, 1995, and instructed the Director of Legal Services “to submit annual exempting by-laws in that regard, with the by-laws reflecting any changes in property status from the previous year”. The Director of Finance has requested the attached By-law.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_

**A By-law to exempt from taxation certain lands  
and improvements pursuant to  
section 396 of the Vancouver Charter**

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

1. Pursuant to section 396(1)(g) of the *Vancouver Charter*, Council exempts from real property taxation for the year 2009 the following lands and improvements:

<u>Name and Address No.</u>	<u>Assessment Roll No.</u>	<u>Legal Description</u>
HFBC Housing Foundation 206-2590 Granville St Vancouver V6H 3H1	002-638-077-07-0000	Lot D, Block 221, District Lot 526 Plan 13958
HFBC Housing Foundation 206-2590 Granville St Vancouver V6H 3H1	002-648-078-05-0000	Lots 19 and 20, Block 302, District Lot 526 Plan 1058
Calling Foundation A-3263 Blenheim Street Vancouver BC V6L 2X7	004-710-072-06-0000	Lot A (Explanatory Plan 7180), Block J District Lot 2027, Plan 5702
Anglican Homes Diocese of New Westminster 2751 West King Edward Ave Vancouver V6L 1T8	004-710-072-95-0000	Lot E, Block G, District Lot 2027, Plan 16624
City of Vancouver 453 West 12 <sup>th</sup> Ave Vancouver V5Y 1V4	007-634-095-52-0000	Lots 8 to 11, Block 216 District Lot 526, Plan 590
Soroptimist Club of Vancouver BC c/o Ascent Real Estate Management 2176 Willingdon Ave Burnaby, BC V5C 5Z9	007-683-165-54-0000	Lot A of Lot 5, Block 440, District Lot 526 Plan 5484
Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	013-654-184-74-0000	Lots 4 and 5 and 6, Block 32, District Lot 302, Plan 198



Vancouver Kiwanis Senior Citizens Housing Society P O Box 3022 Stn Terminal Vancouver V6B 3X5	012-125-832-84-0000	Lot B, Block E, District Lot 318, Plan 13136
The V E L Housing Society 1717 Adanac Street, Ste 101 Vancouver V5L 4Y9	014-577-259-06-0000	Lots 1-3, Block 20, District Lot 184, Plan 178
Christ Church of China 300 East Pender Street Vancouver V6A 1T9	013-192-592-04-0000	Lot A, Block 122, District Lot 196, Plan 13208
Chau Luen Kon Sol Society of Vancouver 325 Keefer Street Unit 102 Vancouver V6A 1X9	013-192-592-92-0000	Lot B, Block 122, District Lot 196, Plan 13208
The V E L Housing Society 101 - 1717 Adanac Street Vancouver V5L 4Y9	014-596-250-04-0000	Lot E, 2 & 3 of Lot 8 Block D, District Lot 183, Plan 6254 & 729
The Baptist Housing Society of BC 125 6165 Highway 17 Delta V4K 5B8	014-631-232-04-0000	Lot 2, Block 71, District Lot 264A, Plan 11322, but not including the land and improvements used and assessed for utility purposes.
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	014-641-234-20-0000	Lot 11, Except part in Explanatory Plan 17049, and Lot 12, except part in Ref Plan 1708 and part in Explanatory Plan 17049 of the north 1/2 of Lot B, Block 154, District Lot 264A, Plans 1141 and 1771
Mount Pleasant Housing Society 325 6 <sup>th</sup> Avenue East, Suite 401 Vancouver V5T 1J9	013-645-194-47-0000	Lot C, Block 28, District Lot 200A, Plan 197 (Explanatory Plan 9473)

HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	014-665-230-68-0000	Lot 30 of Lot D, Block 160, District Lot 264A, Plan 10940
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	014-670-230-83-0000	Lot 28 of Lot D, Block 160, District Lot 264A, Plan 10940
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	014-670-230-89-0000	Lot 29 of Lot D, Block 160, District Lot 264A, Plan 10940
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	014-683-230-82-0000	Lot F, Block 171, District Lot 264A, Plan 13858
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-270-670-95-0000	Lot 1 of Lot B, Block 166, District Lot 264A, Plan 8570
New Chelsea Society 101 - 3640 Victoria Drive Vancouver V5N 5P1	014-693-253-64-0000	Lot 1, Blocks D and 13, Plan 13938, District Lot 195, Except Firstly part in SRW Plan 17162 and Secondly Portion in BCP10046
Mennonite Senior Citizens Society of British Columbia 1750 East 41 <sup>st</sup> Avenue Vancouver V5P 4N5	019-755-237-51-0000	Lot A, Blocks 1 and 2, District Lot 717, Plan 14859
South Amherst Housing Society c/o Atira Property Management 120 Columbia Street Vancouver V6A 3Z8	025-244-805-96-0000	Lot 8, Block 2, Fraserview, Plan 8393
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	023-722-283-48-0000	Lot B, District Lot 37, Plan LMP16032
Columbus Charities Association 5233 Joyce Street, Suite 407 Vancouver V5R 4G9	023-306-720-45-0000	Lot 2, Blocks 69, 70 and 155 to 157, District Lot 37, Plan 13188

Odd Fellows Low Rental Housing Society 12-5174 Hastings Street Burnaby BC V5B 1P6	023-318-725-95-0000	Lot 26, Blocks 3 and 4, District Lot 49, Plan 12672
The Baptist Foundation of BC 125 6165 Highway 17 Delta V4K 5B8	024-765-266-06-0000	Lot A, Block 3, District Lot 336, Plan LMP42065
Ukranian Senior Citizens Housing Society 7007 Kerr Street Vancouver V5S 3E2	025-300-810-95-0000	Lot 3 of Lot A, Block 71, Fraserview, Plan 11199
Vancouver Kiwanis Senior Citizens Housing Society P O box 3022 Stn Terminal Vancouver V6B 3X5	025-300-811-05-0000	North 1/2 of Lot 4 of Lot A, Block 71, Fraserview, Plan 11199
M. Kopernik (Nicolaus Copernicus) Foundation 3132 - 3150 Rosemont Drive Vancouver V5S 2C9	025-817-300-22-0000	The westerly 217 feet only of Lot 44, District Lot 334, Plan 14240, which portion is used as a low rental apartment for seniors & has the civic address of 3132 Rosemont Drive
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-258-06-0000	Lot F, Block 24, Fraserview, Plan LMP7749
HFBC Housing Foundation 206-2590 Granville Street Vancouver V6H 3H1	027-605-113-66-0000	Lot 3, Block 58, District Lot 185, Plan 92
Parish of St. Paul Vancouver c/o Colliers Macaulay - R Fram 200 Granville St., 16 <sup>th</sup> Floor Vancouver V6C 2R6	027-609-117-44-0000	Lots 4 West Half and 5, Block 37, District lot 185, Plan 92
Society for Christian Care of the Elderly 201 - 675 Hastings Street W Vancouver V6B 1N2	027-613-119-54-0000	Lot 2, Block 12, District Lot 185, Plan 14172

Broadway Pentecostal Benevolent Association of British Columbia 2700 East Broadway Vancouver V5M 1Y8	021-650-274-27-0000	Lot D, Block 22, Section 34, North Half, Town of Hastings Suburban Lands, Narrative Plan 15011
Roman Catholic Archbishop of Vancouver 150 Robson Street Vancouver V6B 2A7	013-596-196-49-0000	Lots 19 to 25, Block 85, District Lot 196, Plan 196
Finnish Canadian Rest Home Association 2288 Harrison Drive Vancouver V5P 2P6	025-828-251-94-0000	Lots 12 to 15 and B, Block 23, Fraserview, Plans 20067 and 8574
Beulah Garden Homes Society 3350 East 5 <sup>th</sup> Avenue Vancouver V5M 1P4	021-634-300-92-0000	Lot A, Section 29 THSL, Plan BCP23618
	021-634-300-52-0000	Lot B, Section 29 THSL, Plan BCP23618
	021-634-300-04-0000	Lot C, Section 29 THSL, Plan BCP23618
Beulah Garden Homes Society 3350 East 5 <sup>th</sup> Avenue Vancouver V5M 1P4	021-634-300-39-0000	Lot A, Block 91, Section 29, Town of Hastings Suburban Lands, Plan 3672
The Baptist Foundation of B.C. 125 - 6165 Highway 17 Delta V4K 5B8	024-266-772-26-0000	Lot 1 Block 3 District Lot 336 Plan BCP 13061



**EXPLANATION****Authorization to enter into a  
Heritage Revitalization Agreement  
with the owner of 1098 Richards Street**

At a public hearing on October 28, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 1098 Richards Street 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  
December 16, 2008

1062 and 1080 Richards Street  
The Pirt Warne House  
The Joseph Clarke and  
Joseph Arthur Perry 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 properties bearing the civic addresses of 1062 and 1080 Richards Street, and the following legal descriptions:

PID: 027-648-320

Parcel 1 Block 85 District Lot 541 Group 1 New Westminster District Plan BCP38209

contain two heritage buildings known as The Pirt Warne House and The Joseph Clarke and Joseph Arthur Perry House.

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

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

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

ENACTED by Council this                      day of                      , 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 13 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)

027-648-320

Parcel 1 Block 85 District Lot 541 Group 1 New Westminster District Plan  
BCP38209

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):\*

**582820 B.C. LTD.** Incorporation No. 582820, as to an undivided 1974/10000 interest

**0723922 B.C. LTD.**, Incorporation No. BC0723922, as to an undivided 8026/10000 interest

**BANK OF MONTREAL** (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	
_____	08			<b>582820 B.C. LTD.</b> by its authorized signatory(ies)
(Solicitor)				Print Name: _____
_____	08			<b>0723922 B.C. LTD.,</b> by its authorized signatory(ies)
(Solicitor)				Print Name: _____
				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.

\* 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			Transferor/Borrower/Party Signature(s)
	Y	M	D	
				<p><b>BANK OF MONTREAL</b>, by its authorized signatories:</p>
<hr/> <p>Solicitor/Notary (as to both signatures)</p>	08			<hr/> <p>Signature and Printed Name</p>
				<hr/> <p>Signature and Printed Name</p>
<hr/> <p>Bruce T. Quayle Barrister and Solicitor 453 West 12<sup>th</sup> Avenue Vancouver, BC V5Y 1V4 Tel: 604-873-6545</p>	08			<p><b>CITY OF VANCOUVER</b>, by its authorized signatory:</p> <hr/> <p>Francie J. Connell / Graham P. Johnsen</p>

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 7 - 10, Article 2	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB497098 and Assignment of Rents BB497099 and Mortgage BB362349 and Assignment of Rents BB362350	Page 13	Transferee
Statutory Right of Way	Page 11, Article 4	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BB497098 and Assignment of Rents BB497099 and Mortgage BB362349 and Assignment of Rents BB362350	Page 13	Transferee
Equitable Charge	Page 11, Article 5	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BB497098 and Assignment of Rents BB497099 and Mortgage BB362349 and Assignment of Rents BB362350	Page 13	Transferee

## TERMS OF INSTRUMENT - PART 2

### Heritage Revitalization Agreement

#### WHEREAS:

A. The Transferors, 582820 B.C. Ltd. And 0723922 B.C. Ltd. (together, the “Owner”), are the registered owners of the lands located at 1098 Richards Street in the City of Vancouver, as further described in the Form C - General Instrument Part 1 portion of this document (the “Lands”)

B. There are two 2 storey, plus basement, houses situated one on the Lands that are rare examples of a type of housing commonly built in the area of the Lands in the early 1900’s as modest, middle class housing and that are substantially in their original form and character and are considered to be of heritage value (together, the “Heritage Buildings”).

C. Pursuant to Development Permit Application No.DE411788 (the “DP Application”), the Owner has applied to the City for permission to redevelop the Lands by:

- (i) constructing on a portion of them a multiple dwelling complex consisting of an eighteen storey tower and an eight storey low rise building;
- (ii) relocating the Heritage Buildings within the Lands and rehabilitating them there for use in accordance with the Zoning and Development Bylaws as applicable thereto; and
- (iii) securing the long-term conservation of the Heritage Buildings.

D. Pursuant to Section 592 of the *Vancouver Charter* S.B.C. 1953, c.55, the City may enter into a heritage revitalization agreement with an owner of heritage property, and a heritage revitalization agreement may include provisions regarding the commencement and completion of actions required by the agreement, may 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 terms defined here have the following meanings throughout this agreement:

- (a) **“Charter”** means the *Vancouver Charter*, SBC 1953 c. 55;
- (b) **“City”** means the City of Vancouver as a municipal corporation continued pursuant to *Charter*;
- (c) **“City of Vancouver”** means the City’s geographic location and area;
- (d) **“conserve” “conservation”** mean all actions or processes that are aimed at safeguarding the character defining elements of a heritage resource so as to retain its heritage value and extend its physical life, including, without limitation, actions or processes aimed at preservation, rehabilitation, restoration or any combination thereof;
- (e) **“Conservation Plan”** a written plan and guidelines prepared by or under the supervision of a Heritage Consultant for the rehabilitation and conservation of the Heritage Building, including all modifications thereto, that in all respects the City has explicitly approved in writing;
- (f) **“Development”** means the eighteen storey tower and eight storey low rise multiple dwelling residential complex contemplated by the DP Application for construction on the Lands;
- (g) **“Development Permit”** means the City development permit(s) to be issued pursuant to the DP Application;
- (h) **“DP Application”** has the meaning given in Recital C above;
- (i) **“Effective Date”** means the date that this agreement is duly executed by the City;
- (j) **“Heritage Buildings”** has the meaning given in Recital B above;
- (k) **“Heritage Consultant”** means an independent, heritage building conservation Heritage Consultant who is a duly qualified to carry out and supervise the carrying out of, and knowledgeable and experienced in heritage building conservation planning and procedures, engaged by the owner to plan and supervise, the rehabilitation and conservation of the Heritage Building;
- (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) **“Owner”** means the registered owner of the Lands and all of his, her or its assigns, successors and successors in title to them or any part of them;

- (o) “rehabilitate” “rehabilitation” means to carry out and the carrying out of structural and other building renovations, restoration and repairs;
- (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 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 OF HERITAGE BUILDINGS

2.1 Pursuant to Section 219 of the *Land Title Act* RSBC 1996 c. 250 and Section 592 of the *Charter*, the Owner covenants to and agrees with the City that:

- (a) the Owner, at its expense, and to the City’s satisfaction, within a period of 36 months from the Effective Date, will relocate the Heritage Buildings within the Lands and rehabilitate them in accordance with the Development Permit and the Conservation Plan;
- (b) the Owner, at its expense, will ensure that in all respects a Heritage Consultant will supervise the rehabilitation of the Heritage Buildings as required hereby;
- (c) the Owner, at its expense, and to the City’s satisfaction, will secure the Heritage Buildings from vandalism and occupation by squatters at all times during their rehabilitation under this agreement;
- (d) the Owner, at its expense, and to the City’s satisfaction, at all times during and after the rehabilitation of the Heritage Buildings pursuant to this agreement, will

obtain and keep insurance for the Heritage Buildings so that they are insured to full replacement value against all perils, including, without limitation, earthquake;

- (e) the Owner will not and will not suffer or permit any other person to in any way use or occupy any of the Lands at anytime after the Effective Date until the City has issued a new occupancy permit(s) therefor, and the Owner will not and will not permit any other person to apply for or take any action to compel the City, and, notwithstanding that all other conditions and City by-law requirements in respect thereof may have been fulfilled, the City will be under no obligation to issue any occupancy permit for the Lands or any of them, until the relocation and rehabilitation of the Heritage Buildings as required by this agreement have been completed to City's satisfaction and the Owner, at its expense, has delivered a Conservation Plan;
- (f) once the rehabilitation of the Heritage Buildings as required hereby is complete, the Owner, at its expense, will deliver to the City a signed statement from a Heritage Consultant confirming explicitly, to the City's satisfaction, that the rehabilitation of the Heritage Buildings as required hereby has been fully completed.
- (g) at all times after completion of the relocation and rehabilitation of the Heritage Buildings as required by this agreement, the Owner, at its expense, in accordance with the Conservation Plan, will conserve the Heritage Buildings as rehabilitated and, in any event, in good condition in all respects as would a reasonable and prudent owner;
- (h) the Owner will not in any way alter the exterior of, make structural changes to or in any way renovate or reconfigure the Heritage Buildings or either of them after their rehabilitation pursuant to this agreement is complete, except as may be permitted by this agreement, the Development Permit or a heritage alteration permit issued by the City;
- (i) 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 Buildings or either of them pursuant to the statutory right of way granted to the City herein;
- (j) if the Heritage Buildings are or either of them is ever damaged in any way, the Owner, at its expense, will repair and restore them or it as necessary to put them or it back into the condition and appearance they were or 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(s) but will be restricted to building in the location of the Heritage Buildings, a building(s) of similar form, appearance, massing, quality of materials, detailing and height of the damaged Heritage Buildings as they will be after rehabilitation thereof pursuant to this agreement, and the City, at the Owner's expense, will execute and deliver an amendment to and, to the extent applicable, a partial discharge of this agreement to reflect such change in circumstances;



- (k) in any determination as to whether it is uneconomical to repair the Heritage Buildings or either of them if they or either of them is ever damaged in any way, only building repair construction costs, as compared to building replacement construction costs, and the heritage incentives that have been granted in respect of the Heritage Buildings will be taken into consideration; and
- (l) if the Heritage Buildings are or either of them is ever damaged in any way, and the Owner and the City cannot agree on whether it is uneconomical to make repairs thereto, 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, 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.

2.2 Notwithstanding the occupancy restrictions set out above, the Owner will be entitled to obtain an occupancy permit for the Development prior to the time that the rehabilitation of the Heritage Buildings 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 City has issued building permits for the rehabilitation of the Heritage Buildings as required hereby;
- (c) all legal requirements for occupancy permits for the Development have been fulfilled;
- (d) 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 Buildings as required hereby (such estimated cost to be made by the Heritage Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the City); and
- (e) the Owner, at the time of issuance of an occupancy permit for the Development, is not 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 or any part of them.

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 Buildings 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 Buildings pursuant to this agreement; and/or
- (e) the Owner is in breach of any of its obligations under this agreement.

2.4 If the Owner fails to carry out the relocation and/or rehabilitation of the Heritage Buildings as required hereby, subject to the provisions of this agreement, the City may do so on the Owner's behalf, in which case the Owner will be obligated to pay the City the cost to it of carrying out those obligations, plus an amount for overhead equal to 20% of the amount of that cost and interest on those amounts at the Bank of Montreal's prime lending rate plus 3%.

### **ARTICLE 3 DEVELOPMENT COST LEVY BYLAW VARIATION**

3.1 The City's *Vancouver Development Cost Levy Bylaw* No. 8149 is hereby varied in respect of the Lands so that the development cost levy or levies payable in respect of the development contemplated by the DP Application will be reduced to six dollars and forty-four cents (\$6.44) per square foot.

### **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 Buildings a commemorative plaque regarding their historical significance and, if the City chooses, in the event the Owner fails to carry out the rehabilitation or conservation of the Heritage Buildings as required hereby, to carry out or complete the rehabilitation of and/or to conserve the Heritage Buildings in accordance with this agreement and the Development Permit.

4.2 Notwithstanding the foregoing, nothing herein in any way obligates the City to carry out in whole or in part any rehabilitation or other conservation work on the Heritage Buildings.

4.3 In the event that the City enters upon the Lands to conduct all, or any part, of the rehabilitation or other conservation work required hereby on the Heritage Buildings:

- (a) there will be no express or implied warranties as to the quality of such rehabilitation work or the suitability of any materials used therein; and
- (b) the Owner will pay to the City the costs incurred by the City in undertaking such rehabilitation work, plus twenty percent (20%) of such costs as fair compensation for the City's administrative costs and interest at the Bank of Montreal's prime lending rate plus 3%.

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 hereby 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. 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 the City and its officials, councillors, employees, contractors, agents and licensees (each, a "City Party") and will indemnify them for and save them harmless from and against all liabilities, actions, statutory or other proceedings, judgments, investigations, claims, losses, loss of profit, injuries, damages, consequential damages, fines, penalties, costs and, on an actual cost basis, legal costs the City, any City Party, the Owner or any other person or entity may suffer, incur or experience as a result of or in any way connected with:

- (a) the City conducting all or any portion of the rehabilitation of the Heritage Buildings 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 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 Buildings or any part thereof with any City by-law; and
- (f) the issuance of any development permit in respect of the Lands.

6.2 The release and indemnity set out in this Article 6 will survive the expiry or earlier termination and any modification, release or partial release of this agreement. The release and indemnity in this Article 6 will be both personal covenants of the Owner and an integral part of the Section 219 covenant granted herein.

## **ARTICLE 7 GENERAL**

7.1 If at anytime the registered owner of the Lands is more than one person or other legal entity, then such multiple owners 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 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 Nothing contained or implied in this agreement will derogate from the obligations of the Owner under any other agreement with the City or prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Charter* or any other statutes, by-laws, orders or regulations.

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**

**BANK OF MONTREAL** (the “Chargeholder”)  
holder of Mortgage No. BB497098 and Assignment of Rents No. BB497099 and  
Mortgage No. BB362349 and Assignment of Rents No. BB362350  
(collectively, the “Charge”)

Charging  
Lot 13 Block 85 District Lot 541 Plan 210;  
Lot 17 Block 85 District Lot 541 Plan 210;  
Lot A Block 85 District Lot 541 Plan 1444; and  
Lot B Block 85 District Lot 541 Plan 1444

(together, 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 Covenants, 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 1098 Richards Street**

At a public hearing on October 28, 2008, Council approved a recommendation to designate a building at 1098 Richards Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services  
December 16, 2008

1062 and 1080 Richards Street  
The Pirt Warne House  
The Joseph Clarke and  
Joseph Arthur Perry 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 of the two  
heritage houses  
presently located at  
1062 and 1080 Richards  
Street

1062 and 1080 Richards  
Street

PID: 027-648-320  
Parcel 1 Block 85  
District Lot 541  
Group 1 New  
Westminster District  
Plan BCP38209

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****Authorization to enter into a  
Heritage Revitalization Agreement  
with the owner of 255 East 7<sup>th</sup> Avenue**

At a public hearing on October 28, 2008, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 255 East 7<sup>th</sup> 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  
December 16, 2008



255 East 7th Avenue



BY-LAW NO. \_\_\_\_\_

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

**PREAMBLE**

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

Certain properties bearing the civic address of 255 East 7th Avenue, and the following legal descriptions:

Parcel Identifier: 005-616-603 Lot 7	Parcel Identifier: 005-616-841 Lot 13
Parcel Identifier: 005-616-662 Lot 8	Parcel Identifier: 005-616-913 Lot 14
Parcel Identifier: 005-616-727 Lot 9	Parcel Identifier: 005-617-006 Lot 15
Parcel Identifier: 005-616-786 Lot 10	Parcel Identifier: 005-617-049 Lot 16
Parcel Identifier: 005-616-816 Lot 12	Parcel Identifier: 005-617-111 Lot A

All in: Block 38 District Lot 200A Plan 197

contain a heritage building.

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

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

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

ENACTED by Council this                      day of                      , 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 18 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)
005-616-603	Lot 7 Block 38 District Lot 200A Plan 197
005-616-662	Lot 8 Block 38 District Lot 200A Plan 197
005-616-727	Lot 9 Block 38 District Lot 200A Plan 197
005-616-786	Lot 10 Block 38 District Lot 200A Plan 197
005-616-816	Lot 12 Block 38 District Lot 200A Plan 197
005-616-841	Lot 13 Block 38 District Lot 200A Plan 197
005-616-913	Lot 14 Block 38 District Lot 200A Plan 197
005-617-006	Lot 15 Block 38 District Lot 200A Plan 197
005-617-049	Lot 16 Block 38 District Lot 200A Plan 197
005-617-111	Lot A Block 38 District Lot 200A Plan 197

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):\*

**MAIN STREET TITLE HOLDING INC.** (Incorporation No. 0751398), P.O. Box 10424 Pacific Centre, Suite 1300 - 777 Dunsmuir Street, Vancouver, B.C., V7Y 1K2  
**THE BANK OF NOVA SCOTIA** (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			<b>MAIN STREET TITLE HOLDING INC.,</b> by its authorized signatory(ies)  _____ Print Name:
_____ Stephen F. Hayward Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714	08			<b>CITY OF VANCOUVER</b> by its authorized signatory:  _____ Frances J. Connell/Graham P. Johnsen
_____ (Solicitor) (as to both signatures)	08			<b>THE BANK OF NOVA SCOTIA,</b> by its authorized signatory(ies)  _____ Print Name:
				_____ 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.

\* 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 8 - 10, Section 2.1	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB498707 and Assignment of Rents BB498708	Page 18	Transferee
Section 219 Covenant	Pages 10 - 11, Article 3	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage BB498707 and Assignment of Rents BB498708	Page 18	Transferee
Statutory Right of Way	Pages 12 - 13, Article 5	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage BB498707 and Assignment of Rents BB498708	Page 18	Transferee
Equitable Charge	Page 13, Article 6	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage BB498707 and Assignment of Rents BB498708	Page 18	Transferee

**TERMS OF INSTRUMENT - PART 2****Heritage Revitalization Agreement  
299 East 7<sup>th</sup> Avenue**

This Agreement is dated the 20 day of August, 2008 for reference.

**WHEREAS:**

A. The Owner (as hereinafter defined) is the registered owner of the lands and premises in the City of Vancouver legally known and described as set forth in Part 2 of the Form C attached (the “**Lands**”);

B. Situate on the Lands is a building known as the “**Vancouver Brewery Garage**” (as more particularly defined below and also referred to as the “**Heritage Building**”) which is listed in Category “C” on the Vancouver Heritage Register;

C. The Owner has applied pursuant to development permit application DE411440 (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**”) to redevelop the Lands, which will include, without limitation, the following:

- (i) consolidation of the Lands into a single legal parcel;
- (ii) rehabilitation, and designation by by-law as a legally protected heritage building, of the Vancouver Brewery Garage, and construction of a new 8 storey market artist studio/residential building on the Lands;
- (iii) variation of District Schedule IC-3 to the Zoning and Development By-law (as hereinafter defined) to permit, among other matters, an increase in allowable FSR (as hereinafter defined) from 3.0 to 3.43 and an increase in allowable building height from 60.0 feet to 84.6 feet; and
- (iv) after completion of the rehabilitation of the Heritage Building and construction of the new market artist studio/residential building, subdivision of the Lands into 2 parcels, one of which will contain the Heritage Building and the other of which will contain the new market residential building;

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

- (i) the Vancouver Brewery Garage be timely restored, and thereafter maintained, at the cost and expense of the Owner;
- (ii) the Vancouver Brewery Garage be designated by by-law as a legally protected heritage building; and

- (iii) the Owner enter 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

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 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, 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) **"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;
- (c) **"City"** means the municipal corporation continued pursuant to the *Vancouver Charter*, and **"City of Vancouver"** means the geographic location;
- (d) **"Conservation Plan"** means the written plan and guidelines dated May 8, 2008 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;
- (e) **"Consultant"** means the Owner's heritage consultant who shall be a registered architect or professional engineer in good standing, or such other person as is otherwise acceptable to the City, who shall have substantial experience in heritage rehabilitation work, which Consultant as of the Effective Date is Robert Lemon of Robert Lemon Architect Inc.;
- (f) **"Development Permit"** has the meaning set out in Recital C;

- (g) **“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;
- (h) **“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;
- (i) **“Effective Date”** means the date that this Agreement is executed by the Director of Legal Services;
- (j) **“Floor Space”** means the buildable (or built) area of a development calculated, if the Zoning and Development By-law contains 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-law;
- (k) **“FSR”** means the permitted “floor space ratio” under the City’s Zoning and Development Bylaw 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;
- (l) **“Heritage Building”** means:
  - (i) the Vancouver Brewery Garage, 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;
- (m) **“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;
- (n) **“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;
- (o) **“Owner”** means the registered owner of the Lands as of the Effective Date, namely Main Street Title Holding Inc. (Incorporation No. 0751398), and all of its respective assigns, successors and successors in title to the Lands and, if the Lands are subdivided by way of a strata plan, then **“Owner”** includes, without limitation, a strata corporation thereby created;



- (p) **“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;
- (q) **“Subdivision By-law”** means the City’s Subdivision By-law No. 5208, as varied, supplemented or replaced from time to time;
- (r) **“Vancouver Brewery Garage”** is defined in Recital B;
- (s) **“Vancouver Charter”** means the *Vancouver Charter* S.B.C. 1953, c.55, as amended or replaced from time to time; and
- (t) **“Zoning and Development By-law”** means the City’s 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 in respect of the use of the Lands and the construction and use of the buildings on or to be erected on the Lands, as covenants and agreements running with, charging and binding the Lands, that:

- (a) the Owner shall, at its sole cost and expense undertake, and diligently prosecute to conclusion prior to the second anniversary of the date as of which the first building permit is issued for any building on the Lands, the Rehabilitation;
- (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 the Rehabilitation is completed (subject to section 2.2); and
- (g) until the Rehabilitation is completed and an occupancy permit has been issued for the Heritage Building as so rehabilitated, 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, nor the use or occupation of any other building or improvement constructed on the Lands.

2.2 Notwithstanding Paragraph (f) 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 therefrom 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, 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

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees with the City in respect of the use of the Lands and the construction and use of the buildings on or to be erected on the Lands, 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 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 by-law amendments contemplated by Article 4) 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 9 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 VARIATIONS AND SUPPLEMENTS

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 City hereby:

- (a) varies and supplements the IC-3 District Schedule of the Zoning and Development By-Law (the or this “Schedule”, as applicable) by:
  - (i) varying section 4.3.1 of the Schedule to increase the maximum allowable building height from 18.3 metres to 25.8 metres;
  - (ii) varying section 4.5.2 of the Schedule to read as follows:
 

“Where a side yard is provided, although not required, the Director of Planning may determine the minimum width that must be provided.”
  - (iii) varying section 4.7.1 of the Schedule to increase the maximum allowable FSR from 3.0 to 3.43;
  - (iv) supplementing section 4.7.1 of the Schedule by adding a new section 4.7.1(d) to read as follows:
 

“the Director of Planning may exempt the Heritage Building from section 4.7.1(a) and section 4.7.1(b) of this Schedule provided he first considers the intent of this Schedule and all applicable policies and guidelines”;
  - (v) varying section 4.7.2(a) of the Schedule to read as follows:

“subject to section 4.7.3(g) of this Schedule, all floors of all buildings, both above and below ground level, to be measured to the extreme outer limits of the building; and”;

- (vi) supplementing section 4.7.3 of the Schedule by adding a new section 4.7.3(g) to read as follows:

“notwithstanding section 4.7.2(a) of this Schedule, floors located at or below finished grade in the Heritage Building shall be excluded in the computation of floor space ratio provided these floors are limited to ancillary uses, including storage, or are undeveloped.”

- (b) varies and supplements the Zoning and Development By-Law by:

- (i) adding a new section 10.11.3 to read as follows:

“notwithstanding the foregoing sections 10.11.1 and 10.11.2, the Director of Planning may permit elevators enclosures, lobbies and stairwells which provide access for building occupants to rooftop common areas, including pergolas, trellises, and tool sheds, to exceed a height of 25.8 metres where such access supports the use of intensive green roofs and urban agriculture, provided guardrails do not exceed the minimum height specified in the Building By-law;” and

- (ii) varying section 10.11.3 to read as follows:

“The maximum size for an Artist Studio shall be 500 square metres, except in the Heritage Building, where the Director of Planning may permit an Artist Studio in excess of 500 square metres.”

## 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 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, will be for the account of the Owner, and will be paid either:
  - (i) by the City drawing down on any letter of credit the City may have received from the Owner pursuant to Section 2.2(d); or
  - (ii) in cash, promptly upon demand therefor by the City.

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**

6.1 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 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 increased FSR or to benefit from any of the other allowances contemplated by or resulting from the by-law variations set forth in Article 4, whether such inability arises from the decision of the City's Development Permit Board, City Council, a court of competent jurisdiction or otherwise;
- (b) the City conducting all or any portion of the Rehabilitation 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 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; and
- (f) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law.

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 the Vancouver Brewery Garage 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 8 will be both personal covenants of the Owner and integral parts of the Section 219 covenants granted hereby.

## ARTICLE 8 PARTIAL DISCHARGE

8.1 The City agrees, without in any way affecting the other terms and conditions set out in this Agreement, that the Owner may separately apply for a partial discharge and release of the Section 219 covenant described in Section 2.1 and the Section 219 covenant described in Article 5, if and when all of the covenants and obligations in that Section and Article, respectively, have, in the City’s sole opinion, been fully satisfied; provided, however that:



- (a) the City will have no obligation to execute either such discharge until a written request therefor from the Owner has been received by the City;
- (b) the cost of preparation of the aforesaid discharges, 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 discharges 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 5 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 subdivision, provided always that an occupancy permit has first been issued for the Heritage Building and the Rehabilitation has been completed, the City 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, 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 the Form C or D attached, each of which is a part hereof.

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

**THE BANK OF NOVA SCOTIA** (the "Chargeholder")  
Holder of MORTGAGE BB498707 and ASSIGNMENT OF RENTS BB498708 (the "Charges")  
Charging the lands legally known and described in Part 2 of the Form C  
attached (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 Charges, hereby approves and consents to the granting of the Section 219 Covenants, Equitable Charge and Statutory Right of Way attached in respect of the Lands (collectively, the "Encumbrance"), and consents and agrees that the Encumbrance 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 Charges 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 Charges 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 255 East 7<sup>th</sup> Avenue**

At a public hearing on October 28, 2008, Council approved a recommendation to designate a building at 255 East 7<sup>th</sup> Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services  
December 16, 2008

255 East 7<sup>th</sup> Avenue  
The Vancouver Brewery Garage



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

255 East 7<sup>th</sup> Avenue

- Parcel Identifier: 005-616-603 Lot 7
- Parcel Identifier: 005-616-662 Lot 8
- Parcel Identifier: 005-616-727 Lot 9
- Parcel Identifier: 005-616-786 Lot 10
- Parcel Identifier: 005-616-816 Lot 12
- Parcel Identifier: 005-616-841 Lot 13
- Parcel Identifier: 005-616-913 Lot 14
- Parcel Identifier: 005-617-006 Lot 15
- Parcel Identifier: 005-617-049 Lot 16
- Parcel Identifier: 005-617-111 Lot A

All in: Block 38 District Lot  
200A Plan 197

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

### **Authorization to enter into a housing agreement re 5550 Yew Street**

On April 15, 2008, Council approved a recommendation to approve a housing agreement for 5550 Yew Street re core need households at below market rents. Enactment of the attached by-law will implement that resolution, and authorize Council to enter into a housing agreement with the land owner.

Director of Legal Services  
December 16, 2008

5550 Yew Street



BY-LAW NO. \_\_\_\_\_

**A By-law to enact a Housing Agreement  
for 5550 Yew Street**

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

1. Council authorizes the City to enter into a housing agreement with the owner of certain lands described as Parcel Identifier: 011-280-093, Lot 20 of Lot 7 and Parcel Identifier: 011-280-107, Lot 21 of Lot 7, both of Block 17, District Lot 526, Plan 4907, in substantially the form and substance of the housing agreement attached to this By-law, and also authorizes the Director of Legal Services to execute the agreement on behalf of the City and to deliver it to the owner on such terms and conditions as the Director of Legal Services deems fit.
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



THIS AGREEMENT dated for reference the \_\_\_\_ day of \_\_\_\_\_, 2008

BETWEEN:

**HFBC HOUSING FOUNDATION**  
206 - 2590 Granville Street  
Vancouver, British Columbia  
V6H 3H1

(the "Owner")

OF THE FIRST PART

AND:

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

(the "City")

OF THE SECOND PART

WHEREAS:

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

City of Vancouver  
Parcel Identifier: 011-280-093  
Lot 20 of Lot 7  
Block 17  
District Lot 526  
Plan 4907

City of Vancouver  
Parcel Identifier: 011-280-107  
Lot 21 of Lot 7  
Block 17  
District Lot 526  
Plan 4907

(together herein called the "Lands")

B. The Owner is a non-profit housing society.

C. In consideration of a \$250,000 grant from the City, the Owner agrees to house Core-Need Households at below market rents as set out 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 Owner and for other good and valuable consideration (the receipt and sufficiency of which the Owner hereby acknowledges) the Owner and the City each covenant with the other pursuant to Section 565.2 of the *Vancouver Charter* as follows:

1. In this Agreement the following terms have the definitions now given:

“Annual Gross Income” means either

- (i) a person’s total income or payments from all sources received at any time during the past calendar year regardless of whether taxable including wages, salary, Self Employment Net Income, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering; or
- (ii) a person’s current total monthly income or payments from all sources regardless of whether taxable including wages, salary, rents, fees, interest, dividends, pension payments, annuity payments, awards and payments in compensation for lost income, capital gains, bequests, lottery winnings and winnings from gambling and wagering multiplied by twelve (12);

“Buildings” means the existing buildings on the Lands;

“Core Need Household” means either one adult (with or without children) whose Annual Gross Income as disclosed by his or her current Income Statement is less than the current CNIT for a suitable dwelling unit in the Greater Vancouver Region or two cohabiting adults (with or without children) whose Annual Gross Incomes as disclosed by their current Income Statements together add up to less than the current CNIT for a suitable dwelling unit in the Greater Vancouver Region;

“Core Need Income Threshold” means a maximum Income level for a unit size (based on number of bedrooms) established by BC Housing from time to time. This Income level is based on the cost of housing in the local community such that a tenant cannot obtain adequate rental housing in good condition without paying more than 30% of Income;

“Income Statement” means a written statement made under oath of a person’s Annual Gross Income for the preceding calendar year and if the person filed an income tax return, it shall include a true copy of such return as well as Revenue Canada’s assessment of such return;

“Qualified Resident” shall mean a person who has completed a current Income Statement disclosing that he or she either alone or together with his or her cohabiting partner constitute a Core Need Household;

“Self Employment Net Income” means the total income or payments received from all sources for the calendar year resulting directly or indirectly from self employment activities less the total costs and expenses legitimately incurred in undertaking such self employment activities as allowed by the income tax laws, regulations and authority.

2. The Owner shall maintain a waiting list of prospective Qualified Residents.
3. All vacancies in the Buildings shall be filled only from the waiting list of Qualified Residents with priority given to those who have waited the longest.
4. Not later than July 31<sup>st</sup> of each year, the Owner shall demand and receive from each resident who qualified as a Qualified Resident an Income Statement for the preceding calendar year. If such statements disclose that the resident or the resident together with his or her cohabiting partner do not qualify as a Core Need Household, then the Owner is free to charge such residents whatever rent as to the Owner seems appropriate, provided that such rent shall not be more than a market rent.
5. Unless otherwise approved by the City in writing, the maximum rent charged for any dwelling unit shall be the average monthly market rent for that size of unit as established for the preceding year by Canada Mortgage and Housing Corporation for the area in which the Buildings are located.
6. Rent shall only be charged and payable monthly. There is no restriction on the levy of a reasonable amount for security deposit.
7. The Owner shall keep a true copy of this agreement at its head office. Upon request the Owner shall provide a true copy of this agreement to Qualified Residents.
8. All tenancy agreements with Qualified Residents shall expressly be made subject to this agreement and the Owner’s obligations herein.
9. Annually, the Society will submit to BC Housing and to the City for each housing unit: addresses, age of tenants, household Income at move-in (unless original tenant at time Society purchased the Development), move-in date and current rent.
10. The Owner shall keep all financial records concerning the operation of the Lands and Buildings in accordance with good accounting practise. All of the Owner’s financial and business records including the rent rolls and the records described in paragraphs 2, 3, 4 and 5 shall be open to inspection by the City upon reasonable notice and all such records shall not be destroyed unless the City gives its written consent to such destruction, which consent may only be given for records more than five (5) years old.

11. The Owner shall keep and maintain the Buildings in good repair and in a safe, clean, neat and tidy condition.
12. The Owner shall make itself a reporting society.
13. The Owner shall continue as a reporting society for the continuance of this agreement.
14. The Owner shall operate and manage the Lands and the Buildings directly or through third party managers but nevertheless the Owner may not lease, licence, set over or part with possession of the Lands or the Buildings in whole or in part except for the letting of individual dwellings units to the occupants thereof.
15. The Owner may only sell or transfer its ownership of the Lands to Provincial Rental Housing Corporation or to a British Columbia non-profit housing society which has made itself a reporting society.
16. If a court of competent jurisdiction finds that any part of this agreement is invalid, illegal or unenforceable, then so long as such finding shall prevail such part shall not be of force or effect but nevertheless the rest of this agreement remains in force unaffected by that holding. This agreement may be enforced by mandatory and prohibitory orders of the court. In any action to enforce this agreement the City shall be entitled to court costs on a solicitor and own client basis.
17. All notices, demands or requests of any kind which a party may be required or permitted to serve on another in connection with this agreement must be in writing and shall be served on the other party by registered mail, fax or by personal service to the following address for each party:
  - (b) City of Vancouver  
453 West 12th Avenue  
Vancouver, British Columbia V5Y 1V4  
  
Attention: Director, Housing Centre
  - (c) HFBC Housing Foundation  
#206 - 2590 Granville Street  
Vancouver, British Columbia V6H 3H1
  - (d) If made by registered mail service of any such notice, demand or request will be deemed complete seven days after the day of mailing except where there is a postal service disruption during such period in which case service should be deemed be completed upon actual delivery of the notice, demand or request.

- (e) If made by facsimile transmission service of any such notice, demand or request will be deemed complete on the third business day after the day when the facsimile transmission was transmitted.
- (f) If delivered service of any such notice, demand or request will be deemed complete two days after the day of delivery.

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

18. Notice of this agreement shall be filed in the Land Title Office. This agreement shall terminate on the first day of the month following the twentieth anniversary of registration of notice of this agreement in the Land Title Office.

19. This agreement shall enure to the benefit of and be binding upon the City and its successors, trustees and assigns and this agreement shall enure to the benefit of and be binding upon the Owner and its successors and trustees and all parties claiming through them and this agreement shall charge and run with the Lands and enure to the benefit of and be binding upon the owners from time to time of the Lands and their respective heirs, executors, administrators, trustees and successors and all parties claiming through them.

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

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

Execution Date  
Y      M      D

Officer:

Parties:

HFBC HOUSING FOUNDATION by its authorized signatories:

\_\_\_\_\_  
(as to all signatures)

08

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
Print Name:

CITY OF VANCOUVER by its authorized signatory:

\_\_\_\_\_  
Joe Stubbs, Solicitor  
453 West 12th Avenue  
Vancouver, BC V5Y 1V4  
(604)873-7504

08

\_\_\_\_\_  
Frances J. Connell/Graham P. Johnsen

Authorized by By-law No. \_\_\_\_\_

END OF DOCUMENT

## EXPLANATION

**BORROWING - \$60,000,000**

Section 263 of the *Vancouver Charter* authorizes Council, without the assent of the electors, to borrow from time to time by way of promissory notes or overdraft such sums as the Council deems necessary to meet the lawful expenditures of the City pending collection of real property taxes.

The authority permits the Director of Finance to borrow on a day-to-day basis and is used only for short periods of time if the need arises.

Enactment of the attached by-law to take effect January 8, 2009, will authorize the Director of Finance to borrow a sum of money by overdraft of which the total outstanding at any one time must not, during the period from January 8, 2009 to January 7, 2010 exceed \$60,000,000.

Director of Legal Services  
December 16, 2008

BY-LAW NO. \_\_\_\_\_



**A By-law to authorize the borrowing  
of certain sums of money from  
January 8, 2009 to January 7, 2010  
pending the collection of real property taxes**

**PREAMBLE**

In exercise of the power provided by Section 263 of the *Vancouver Charter*, Council deems it necessary to authorize the Director of Finance to borrow from time to time on behalf of the City of Vancouver, by way of overdraft, a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2009 up to and including January 7, 2010 exceed \$60,000,000 to meet the lawful expenditures of the City pending the collection of real property taxes and to provide for the repayment of the monies so borrowed as hereinafter set forth.

By Section 263 of the *Vancouver Charter*, Council may provide by by-law for the hypothecation, subject to any prior charge thereon, to the lender of any amounts receivable from other governments and the whole or any part of the real property taxes then remaining unpaid, together with the whole or part of the real property taxes levied or to be levied for the year in which the by-law is passed, provided that if the by-law is passed before the passing of the rating by-law, the amount of the current taxes that may be hypothecated must be not more than 75% of the real property taxes levied in the next preceding year.

NOW THEREFORE the Council of the City of Vancouver, in public meeting, enacts as follows:

1. In this By-law, the words "real property taxes for general purposes" means that portion of the real property taxes levied or to be levied pursuant to an annual general rating by-law to meet expenses of the City other than the payment of interest on outstanding debentures, payments of principal on serial debentures and payments to sinking funds in respect of debenture debt.

2. The Director of Finance is hereby authorized to borrow on behalf of the City of Vancouver from any lender by way of overdraft a sum or sums of money of which the total outstanding must not on any one day during the period from January 8, 2009 to and including January 7, 2010 exceed \$60,000,000 in such amounts and at such time or times (subject as herein provided) as the same may be required, bearing interest at such rate or rates as agreed to by the Director of Finance and the lender or lenders at the time of such borrowing, and to cause the sum or sums to be paid into the hands of the City Treasurer of the City of Vancouver for the purpose of meeting the lawful expenditures of the City of Vancouver pending the receipt of monies from other governments and the collection of real property taxes by the City of Vancouver, upon the following conditions:



- (a) the monies so borrowed as herein provided, together with interest thereon, will be a liability payable out of the revenues of the City of Vancouver and must be payable and repaid to the lenders on or before January 7, 2010;
- (b) the City of Vancouver hereby hypothecates as security for the repaying of
  - (i) the monies so borrowed up to and including December 31, 2009, the real property taxes for general purposes remaining unpaid as of January 8, 2009 together with the real property taxes for general purposes to be levied in the year 2009 in an amount equal to not more than \$333,922,000.00 which amount is equal to 75% of the real property taxes for general purposes levied in 2008, and
  - (ii) the monies so borrowed subsequent to December 31, 2009, the real property taxes for general purposes then remaining unpaid and any amounts receivable by the City of Vancouver from other governments as of December 31, 2009;

and the said taxes will be a security for the monies so borrowed under this by-law, and such taxes and monies receivable from other governments must be applied, inter alia, in the repayment of such monies so borrowed by way of overdraft and the interest thereon, provided always that the granting of such security will in no way limit or affect the general liability of the City of Vancouver.

- 3. Council repeals By-law No. 9576.
- 4. This By-law is to come into force and take effect on January 8, 2009.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk