

EXPLANATION**Street and Traffic By-law amending by-law
re shared vehicle parking and miscellaneous matters**

On January 19, 2010, Council resolved to amend the Street and Traffic By-law to define “shared vehicle organization”. Enactment of the attached by-law will implement Council’s resolution.

Director of Legal Services
February 2, 2010

BY-LAW NO. _____

**A By-law to amend Street and Traffic By-law No. 2849
regarding shared vehicle parking and miscellaneous matters**

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

1. This By-law amends the indicated provisions of the Street and Traffic By-law.
2. To section 3, after the definition of "Service Vehicle", Council adds:

‘ “Shared Vehicle” means a four-wheeled automobile, van, or pick-up truck owned and operated by a shared vehicle organization;

“Shared Vehicle Organization” means a legal entity whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have access to a fleet of shared vehicles which they may reserve for use on an hourly basis, and which the City Engineer has approved.’
3. Council repeals the title “RESIDENTIAL PERMIT PARKING” that appears before section 23.1, and substitutes “RESIDENTIAL AND SHARED VEHICLE PARKING”.
4. Council repeals section 23.1, each time it appears, and substitutes:

“23.1 If:

(a) the City Engineer designates any street or part of a street for the parking only of:

(i) vehicles belonging to residents who live in a particular area of the city, and

(ii) shared vehicles,

or any one or more of such classes of vehicles;

(b) the City Engineer identifies any such street or part of a street by posting on it signs indicating a prohibition on parking except for a vehicle that displays a permit authorizing parking in that area; and

(c) a person driving a vehicle that displays such a permit complies with all other parking restrictions that apply in that area;

such a person may park that vehicle on any such street or part of a street.”

5. After section 23.1A, Council adds:

“23.1B If:

- (a) the City Engineer designates any street or part of a street for the reserved parking only of shared vehicles;
- (b) the City Engineer identifies any such street or part of a street by posting on it signs indicating a prohibition on parking except for a shared vehicle marked as a shared vehicle and bearing the name of the shared vehicle organization that owns it; and
- (c) a person driving a shared vehicle that displays such a permit complies with all other parking restrictions that apply in that area;

such a person may park that shared vehicle on any such street or part of a street.”

6. Council repeals section 23.4, and substitutes:

“23.4 The annual fee for a permit authorizing parking under section 23.1(a)(i) or (ii) is:

- (a) for parking of each vehicle belonging to a resident on streets located in the West End and Robson North areas, as defined in Schedule D to this By-law \$64.76
- (b) for parking of each vehicle belonging to a resident on streets located in the area of the city bounded on the north by 6th Avenue, on the east by Cambie Street, on the south by 19th Avenue from Cambie Street to Oak Street, and by Douglas Crescent, Wolfe Avenue and Marpole Avenue from Oak Street to Granville Street, and on the west by Granville Street, except for the 500 and 600 blocks of West 18th Avenue and West 19th Avenue \$47.62
- (c) for parking of each vehicle belonging to a resident on streets located in all other areas of the city \$32.38

- 23.5 The annual fee for a permit authorizing parking under section 23.1(a)(iii) for each shared vehicle in all areas of the city, payable to the city on May 1, is \$64.76.
- 23.6 The annual fee for a permit authorizing reserved shared vehicle parking under section 23.1B for each shared vehicle, payable to the city on May 1, is:
- (a) Downtown area and Southeast False Creek as described in the Parking By-law for non-metered reserved shared vehicle parking space \$1,320.00
 - (b) Metro Core, being the area west of Clark Drive, north of 16th Avenue, east of Burrard Street, and south of Burrard Inlet, except the Downtown Area and Southeast False Creek for non-metered reserved shared vehicle parking space \$660.00
 - (c) Remainder of city outside Metro Core for non-metered reserved shared vehicle parking space \$300.00
 - (d) For reserved shared vehicle parking space that the city would otherwise meter, that sum which is equal to the maximum annual revenue the parking space would have generated if metered during the same calendar year in which the city issues the reserved shared vehicle parking permit.
- 23.7 The annual fee for each vehicle set out in each of sections 23.4, 23.5, and 23.6 is exclusive of all sales, goods and services, harmonized, and other taxes imposed from time to time under federal or provincial law.”

EXPLANATION**Parking By-law amending by-law
re shared vehicles**

On January 19, 2010, Council resolved to amend the Parking By-law to define “shared vehicle organization”. Enactment of the attached by-law will implement Council’s resolution.

Director of Legal Services
February 2, 2010

Shared vehicle organization

BY-LAW NO. _____

**A By-law to amend Parking By-law No. 6059 with regard to
the definition of shared vehicle organization**

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

1. In section 2 of the Parking By-law, Council:
 - (a) from the definition of "Shared Vehicle", strikes out "an", and substitutes "a shared vehicle"; and
 - (b) after the definition of "Shared Vehicle", adds:

"Shared Vehicle Organization means a legal entity whose principal business objective is to provide its members, for a fee, with a car-sharing service by which such members have access to a fleet of shared vehicles which they may reserve for use on an hourly basis, and which the City Engineer has approved."
2. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2010

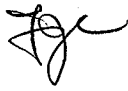
Mayor

City Clerk

EXPLANATION**Authorization to enter into a
Heritage Revitalization Agreement
with the owner of 208 East Georgia Street**

On January 19, 2010, after the public hearing, Council resolved to enter into a by-law to authorize an agreement with the owner of the property at 208 East Georgia Street pursuant to Section 592 of the Vancouver Charter. Council did not hear this matter at public hearing because the heritage revitalization agreement does not affect use or density. The Director of Planning has advised that any prior-to conditions are complete, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 2, 2010



208 East Georgia Street

BY-LAW NO. _____

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

PREAMBLE

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

Certain properties bearing the civic address of 208 East Georgia Street, and the following legal descriptions:

PID: 015-644-278

Lot 1

PID: 015-644-286

Lot 2

Both of Block 20, District Lot 196, Plan 184

contain three heritage buildings.

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 , 2010

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)

SEE SCHEDULE

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):*

LONDON HOTEL LTD., incorporation no. 078250**ADDENDA CAPITAL INC.**, incorporation no. A0074948, as to priority

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

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

7. ADDITIONAL OR MODIFIED TERMS:*

N/A

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> (Solicitor) (as to all signatures)				LONDON HOTEL LTD. , by its authorized signatory(ies): <hr/> Print Name: <hr/> Print Name:

OFFICER CERTIFICATION:

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

* 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**

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Bruce T. Quayle Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				CITY OF VANCOUVER by its authorized signatory: <hr/> Frances J. Connell/Yvonne Liljefors

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.

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LAND TITLE ACT
FORM D
EXECUTIONS CONTINUED

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.

	Execution Date				
Officer Signature(s)	<table border="1" style="width: 100%; height: 150px;"> <tr> <td style="width: 33%; text-align: center;">Y</td> <td style="width: 33%; text-align: center;">M</td> <td style="width: 33%; text-align: center;">D</td> </tr> </table>	Y	M	D	Party(ies) Signature(s)
Y	M	D			
(Solicitor) (as to all signatures)		ADDENDA CAPITAL INC. , 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.

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

(PID)	(LEGAL DESCRIPTION)
015-644-278	Lot 1 Block 20 District Lot 196 Plan 184
015-644-286	Lot 2 Block 20 District Lot 196 Plan 184

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, pages 9 - 12	Transferee
Priority Agreement granting the above Section 219 Covenant priority over Mortgage CA1277182 and Assignment of Rents CA1277183	page 18	Transferee
Statutory Right of Way	Article 3, page 12	Transferee
Priority Agreement granting the above Statutory Right of Way priority over Mortgage CA1277182 and Assignment of Rents CA1277183	page 18	Transferee
Equitable Charge	Article 5, page 13	Transferee
Priority Agreement granting the above Equitable Charge priority over Mortgage CA1277182 and Assignment of Rents CA1277183	Page 18	Transferee

TERMS OF INSTRUMENT - PART 2

Heritage Revitalization Agreement 208 East Georgia Street

WHEREAS:

- A. The Owner, as defined below herein, is the owner of the lands described in item 2 of the Part I - General Instrument portion of this document (the "Lands");
- B. Situated on the Lands are premises known as the London Hotel, which actually consist of three connected heritage buildings (the "Heritage Building"), used at the 2nd storey and above levels for residential purposes and at ground level for commercial purposes.
- C. The Owner, under development application number DE411588, has applied to the City for permission to redevelop the Lands.
- D. The Owner proposes to rehabilitate the Heritage Building and, under the provisions of the *Vancouver Charter*, SBC 1953 c. 55 and in exchange for certain incentives sometimes available to property owners under the City's Heritage Building Rehabilitation Program, to enter into with the City a heritage revitalization and conservation agreement and accept the City's designation of the Heritage Building as a protected heritage property.
- E. The incentives sought by the Owner, and which the City is prepared to give, in respect of the heritage revitalization agreement and the designation for the Heritage Building as a protected heritage property, for which a heritage designation bylaw is to be enacted by the City, are:
- a. the assignment to the Lands of the Transferable Density (as defined below herein); and
 - b. a property tax exemption for the Lands for a period of not more than 10 years, to a maximum of total cumulative exemption of \$448,171.00.
- F. In addition, the Owner wishes to obtain from the City, under its Heritage Façade Rehabilitation Program, a Heritage Façade Grant of up to \$50,000.00 for each of the Heritage Building's two principal heritage facades on completion of the restoration thereof.
- G. It is expected that the residential portions of the Heritage Building will remain occupied while the proposed rehabilitation of the Heritage Building is carried out.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, SBC 1953 c. 55, the parties agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

1.1 Definitions. Unless otherwise specifically provided for in this agreement, the terms defined in this section will have the following meanings in this agreement:

- (a) **“City”** means the municipal corporation continued pursuant to the *Vancouver Charter*, SBC 1953 c. 55, and **“City of Vancouver”** the City’s means the geographic location;
- (b) **“City Party”** means each and every one of the City’s officials, councillors, employees, contractors, agents, volunteers and licensees;
- (c) **“Commercial Premises”** means the ground level commercial premises of the Heritage Building;
- (d) **“Conservation Plan”** means a written plan and guidelines prepared by or under the supervision of a Heritage Consultant for the rehabilitation, conservation and preservation of the Heritage Building, as the same may be amended or supplemented from time to time with the prior written consent of the Director of Planning;
- (e) **“Heritage Designation”** means the designation by City by-law of the Heritage Building as a protected heritage property pursuant to section 593 of the *Vancouver Charter* SBC 1953 c. 55;
- (f) **“Development Permit”** means any development permit issued in respect of the rehabilitation of the Heritage Building as contemplated by this agreement, and includes the development applications therefor, including application no. DE411588, together with any drawings and specifications submitted in support thereof, and any supplements or amendments thereto;
- (g) **“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;
- (h) **“Effective Date”** means the date that this agreement is executed by City;
- (i) **“Floor Space”** means the size of a real property development or a portion of a real property development measured in floor space area, calculated in accordance with the Zoning and Development By-law No. 3575;
- (j) **“Heritage Building”** has the meaning given in Recital B above herein;
- (k) **“Heritage Consultant”** means an independent, heritage building conservation consultant who is knowledgeable and experienced in heritage building conservation planning and procedures and otherwise duly qualified to plan and supervise the conservation of heritage buildings;
- (l) **“Heritage Facades”** means the Heritage Building’s two principle facades;
- (m) **“Lands”** has the meaning given in Recital A above herein, and includes any lands into which the Lands and any portions thereof may be subdivided or consolidated;

- (n) **“Owner”** means the registered owner(s) of the Lands as of the Effective Date, namely London Hotel Ltd., and all its assigns, heirs, successors and successors in title to the Lands or any part thereof;
- (o) **“Property Tax Exemption”** means the property tax exemption described in Recital E above herein;
- (p) **“rehabilitate” “rehabilitation”** means actions and processes aimed at restoring, upgrading and/or improving a heritage resource, such as, for example, a heritage building, so as to conserve its heritage characteristics and value and extend its physical life;
- (q) **“Residential Premises”** means the residential premises contained in the Heritage Building;
- (r) **“Transferable Density”** means real property development rights of 12,707 square feet of Floor Space transferable pursuant to the *Vancouver Charter SBC 1953 c. 55* and the policies and guidelines of the City’s heritage density increase transfer system.

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
SECTION 219 COVENANT
HERITAGE BUILDING REHABILITATION

2.1 Pursuant to Section 219 of the *Land Title Act*, RSBC 1996, c.250, the Owner covenants and agrees, as covenants and agreements running with, charging and binding the Lands that, at no expense to the City:

- (a) the Owner, to the satisfaction of the Director of Planning, within a period of 24 months from the Effective Date, will rehabilitate the Heritage Building or ensure that the Heritage Building is rehabilitated in accordance with the Development Permit and a Conservation Plan to be explicitly approved by the City;
- (b) the Owner, to the satisfaction of the Director of Planning, will ensure that a Heritage Consultant supervises all aspects of the rehabilitation of the Heritage Building required hereunder;
- (c) the Owner, to the satisfaction of the Director of Planning, will ensure that the Heritage Building is secure from occupation by squatters and vandalism at all times during its rehabilitation as required hereunder;
- (d) the Owner, to the City’s satisfaction, will ensure that in carrying out the rehabilitation of the Heritage Building required hereunder:
 - (i) the residents of the Residential Premises are inconvenienced and disturbed as little as reasonably possible by the rehabilitation work, taking into account the nature of the work being conducted by the Owner;
 - (ii) the rehabilitation work will be carried out so as not to in any way endanger the safety of the residents of the Residential Premises while using or entering or leaving the Residential Premises or anyone else who at anytime might enter or leave or be within the Residential Premises or any part thereof; and
 - (iii) all life safety systems and other residential features required for the Residential Premises under the City’s Building Bylaw and any other applicable laws will be kept in place and in working order as required thereby.
- (e) the Owner will not and will not suffer or permit any other person to in any way use or occupy the Commercial Premises or any parts thereof at anytime after the Effective Date, for any purpose other than installing tenant improvements, unless and until:

- (i) the Heritage Building has been rehabilitated as required hereby; and
 - (ii) the City has issued an occupancy permit(s) for full occupancy the Commercial Premises;
- (f) the Owner will not and will not cause, suffer or permit anyone to apply for or take any other 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 Commercial Premises until:
 - (i) the rehabilitation of the Heritage Building required by this agreement has been completed to City's satisfaction; and
 - (ii) the City, based on its final building inspection of the rehabilitation work required by this agreement, has issued a written acceptance or confirmation of completion by which the City will confirm that all rehabilitation work required hereby for the Heritage Building has been completed to the City's satisfaction;
- (g) the City may revoke at anytime any occupancy permit(s) issued inadvertently or otherwise for the Commercial Premises prior to completion of the rehabilitation of the Heritage Building required hereby and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying the Commercial Premises vacates them immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of the Heritage Building in contravention of such revocation, this agreement and City bylaws, the City may pursue all remedies, including, without limitation, injunctive relief, to ensure that those parts of the Heritage Building are vacated and unoccupied in accordance with this agreement;
- (h) on completion of the rehabilitation of the Heritage Building as required hereunder, the Owner will cause a Heritage 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 of the Heritage Building has been fully completed in accordance with the Conservation Plan approved by the City hereunder;
- (i) at all times after completion of the rehabilitation of the Heritage Building as required hereunder, the Owner will conserve the Heritage Building, as rehabilitated, in accordance with the Conservation Plan and to the satisfaction of the Director of Planning, and, in any event, in good condition in all respects as would a reasonable and prudent owner;
- (j) at all times after completion of the rehabilitation of the Heritage Building as required hereunder, the Owner, except as may be permitted by this agreement, the Development Permit or any heritage alteration permit issued by the City, will

not alter the exterior, make structural changes, or renovate or reconfigure the Heritage Building or any part thereof;

- (k) the Owner will not and will not suffer or cause any other person to obscure, deface or remove any heritage related commemorative plaque the City may attach to the Heritage Building pursuant to the statutory right of way granted to it herein.
- (l) at all times after completion of the rehabilitation of the Heritage Building as required hereunder, the Owner will keep the Heritage Building insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (m) if at anytime the Heritage Building is damaged in any way, the Owner, at its expense, will 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 any granted as part of the by-law variations effected by this Agreement) have been granted herein. If the Owner and the City cannot agree on whether it is economic to repair the Heritage Building, such question will be determined by arbitration pursuant to the next paragraph 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 will not be obligated to repair or rebuild the Heritage Building and the City, at the Owner's expense, will execute and deliver an amendment and to the extent applicable, in the City's sole opinion, a partial discharge of this agreement to reflect such change in circumstances;
- (n) all disputes arising from the preceding paragraph will be determined by arbitration in the manner set out in this paragraph, and the seat of such arbitration will be Vancouver, British Columbia. Within 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; 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 will be chosen by the Owner, one of whom will be chosen by the City and the third by the two so chosen, and the third arbitrator so chosen will 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 will 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, subject always to Article 9. Except as to matters otherwise provided herein, the provisions of the *Commercial Arbitration Act* (British Columbia), as amended or re-enacted from time to time, will apply; and

- (o) the Owner will indemnify the City for any and all complaints, demands, claims, actions, suits and judgment for any loss, injury, damage or expense anyone may suffer, incur or experience arising in connection with this Section 219 Covenant.

2.2 If the Owner at any time fails to carry out its obligations to rehabilitate, conserve or replace the Heritage Building as required hereby, the City, if the Owner fails to rectify any such default after 30 days notice from the City to do so, may, but will be under no obligation to, do so on the Owner's behalf and at the Owner's expense.

ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City a statutory right of way to enter, be and move about on the Lands to install, maintain, repair and replace on the exterior of the Heritage Building, in consultation with the Owner as to location, a heritage related commemorative plaque regarding the Heritage Building and, in the event the Owner is in default of any of its obligations under this agreement rehabilitate, conserve and/or replace the Heritage Building, to carry out any such obligations of the Owner hereunder, if the City should at any time choose to do so in accordance with and pursuant to section 2.2 hereof. The statutory right of way set out in this section is necessary for the operation and maintenance of the City's undertaking.

3.2 Notwithstanding any other provision of this agreement, nothing herein obligates the City to exercise any of the rights granted to it by way of the statutory right of way contained herein to rehabilitate, conserve or replace the Heritage Building.

ARTICLE 4 DEBTS OWED TO CITY

4.1 In the event that the City enters upon the Lands to carry out any rehabilitation or conservation work to the Heritage Building,:

- (a) there will be no express or implied warranties as to the quality of the rehabilitation or any work the City may so carry out or the suitability of the materials for the purposes for which they are put; and
- (b) the Owner will pay to the City, forthwith on demand, the full amount of all costs the City, pursuant to section 2.2 hereof, incurs to carry out the Owner's obligations hereunder to rehabilitate, conserve or replace the Heritage Building, plus 20% of such costs as fair compensation for the City's administrative costs, and any such amounts not so paid to the City will bear interest, until paid in full, at the prime lending rate of the City's bank of record, plus 2%, calculated monthly and not in advance.

**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, and the provisions of this section 5.1 will survive any termination of this Agreement and continue to apply. This equitable charge may be enforced by the appointment of a receiver for the sale of the Lands.

**ARTICLE 6
TRANSFERABLE DENSITY**

6.1 Upon registration of this agreement on title to the Lands, to the City's satisfaction, the City will assign the Transferable Density to the Lands.

6.2 The Owner's use of the Transferable Density will be subject to the provisions of the *Vancouver Charter*, SBC 1953 c.55, to all City policies and procedures governing the use and transfer of the Transferable Density and to the following restrictions:

- (a) the Transferable Density cannot be used on the Lands; and
- (b) except as may be otherwise provided for herein, none of the Transferable Density will be transferred from the Lands to any other lands until the rehabilitation of the Heritage Building required hereby is complete and an occupancy permit or occupancy permits for full occupancy of the Commercial Premises has or have been issued.

6.3 Notwithstanding the foregoing, the Owner will be permitted to transfer some or all of the Transferable Density before the rehabilitation of the Heritage Building required hereunder is complete and/or an occupancy permit for full occupancy of the Heritage Building has been issued, if, to the City's satisfaction, all of the following conditions have been met:

- (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 a Development Permit and a building permit in relation to the rehabilitation of the Heritage Building as required hereby;
- (c) the Owner has provided to the City a letter of credit (the "LOC") in the amount equal to the lesser of:
 - (i) one hundred and twenty percent (120%) of the then estimated cost to complete the rehabilitation of the Building as required hereby (such estimated cost to be made by the Consultant and the Owner's quantity surveyor and explicitly accepted in writing by the City); or

- (ii) \$825,960.00 (the value of the Transferable Density at \$65 per sq. ft.);
- (d) the Owner complies with all City policies and procedures with respect to transfer of Transferable Density; and
- (e) the Owner is not at the time of transfer of Transferable Density in any way in breach of any of its obligations under in this agreement or any other agreement between the City and the Owner with respect to the Lands.

6.4 The LOC will be issued by a Schedule I Canadian chartered bank and will be irrevocable and self-renewing and otherwise in a form and content acceptable to the City and 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 completed the rehabilitation of the Heritage Building as required by this agreement.

6.5 The City may call upon the LOC and hold the funds therefrom until the rehabilitation of the Heritage Building as required hereby is complete if:

- (a) at anytime prior to completion of the rehabilitation of the Heritage Building pursuant to this agreement 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, if a corporation, ceases to exist or goes out of good standing with authorities having jurisdiction to determine such matters; or
- (d) the Owner fails to carry out the rehabilitation of the Heritage Building as required by this agreement.

6.6 The City may use funds from the LOC to cover any costs the City may incur if in any way it carries out any of the rehabilitation or other conservation of the Heritage Building pursuant to this agreement.

ARTICLE 7 HERITAGE FAÇADE GRANTS

7.1 Subject to set-off of any amounts the Owner may owe to the City pursuant to this agreement or the Development Permit, the City, under its Heritage Façade Rehabilitation Program, will pay to the Owner, in relation to the rehabilitation of the Heritage Façades, one heritage façade grant in an amount equal to the reasonable costs incurred by the Owner to fully restore the Heritage Facades in accordance with the Conservation Plan, the Development Permit and this agreement, to a maximum of \$50,000.00 for each of the Heritage Facades:

- (a) upon the completion of the rehabilitation of the Heritage Building in accordance with this agreement, the Conservation Plan and the Development Permit;

- (b) upon the Director of Planning, to his or her satisfaction, having received a signed statement from the Consultant confirming the completion of the rehabilitation of the Heritage Façades in accordance with this agreement, the Conservation Plan and the Development Permit;
- (c) upon the City issuing an occupancy permit(s) for full occupancy of the Commercial Premises after completion of the rehabilitation of the Heritage Building as required hereby;
- (d) if all obligations of the Owner pursuant to this agreement and the Development Permit in connection with the rehabilitation of the Heritage Building have, in the opinion of the City, been fully satisfied;
- (e) if the Owner is not then in arrears of property taxes in respect of the Lands; and
- (f) if the Owner has complied with all City policies regarding the rehabilitation of the Heritage Façades.

ARTICLE 8 PROPERTY TAX EXEMPTION

8.1 The commencement date for the Property Tax Exemption is to be the date upon which both the rehabilitation of the Heritage Building required hereby has been completed in accordance with this agreement and the City has issued an occupancy permit or occupancy permits for full occupancy of the Commercial Premises.

ARTICLE 9 RELEASE AND INDEMNITY

9.1 The Owner hereby releases the City and each City Party for any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and will indemnify the City for any loss, injury, damage or expense the City may incur, suffer or experience and for any complaint, demand, claim, action, suit or judgment for any loss, injury, damage or expense anyone else may suffer, incur or experience arising out of or in any way connected with:

- (a) the City conducting all or any portion of the rehabilitation work 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 in this agreement and otherwise applicable to the Lands;
- (c) this agreement, except to the extent the same arises directly and solely from a default of the City or a City Party hereunder;
- (d) any release of this agreement or the loss of any of the rights granted hereunder;

- (e) the non-compliance, if any, of the Lands, the Heritage Building or any part of either thereof with any City by-law; or
- (f) issuance of the Development Permit.

9.2 The Owner hereby acknowledges and agrees that, notwithstanding that this agreement and the Heritage Designation do and will result in restrictions with respect to the future use and development of and may affect the value of the Lands and the Heritage Building:

- (a) the Transferable Density and the Tax Exemption are full and fair compensation for the Owner entering into this agreement and accepting the Designation; and
- (b) the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Heritage Designation and acknowledges that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied.

9.3 The release, promise of indemnity and the other acknowledgements and agreements contained in this Article will survive the expiry or earlier termination of this agreement and will survive any modification, release or partial release of any of the covenants created by this agreement and will be both personal covenants of the Owner.

ARTICLE 10 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) if to the Owner:

to its address as shown in the Land Title Officer records
- (b) if to the City:
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 11 GENERAL

11.1 Joint and Several Liability. If the registered owner of the Lands is more than one party, such parties shall be jointly and severally liable to the City for the performance and observance of the Owner obligations in this agreement.

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

11.3 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.

11.4 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.

11.5 Time of Essence. Time will be of the essence in respect of this agreement.

11.6 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 with any parcel, lot or part into which either may be subdivided or consolidated and shall enure to the benefit of and be binding upon the Owner's successors in title and trustees and successors and all parties claiming through such owners.

11.7 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 prejudice or affect the City's rights, powers, duties or obligations in the exercise of its functions pursuant to the *Vancouver Charter* SBC 1953 c.55 and the rights, powers, duties and obligations of the City under all other laws, which may be, if the City so elects, as fully and effectively exercised in relation to the Lands as if this agreement had not been executed and delivered by the Owner and the City.

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

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

Addenda Capital Inc. (the "Chargeholder")
Holder of MORTGAGE CA1277182 and ASSIGNMENT OF RENTS CA1277183
(together, the "Charges")

charging Lots 1 and 2 of Block 20 District Lot 196 Plan 184
(the "Lands")

For One Dollar (\$1.00) 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 consents to the granting of the Section 219 Covenant and Equitable Charge granted in respect of the Lands (together, the "Encumbrances") which are contained in the attached agreement, and consents and agrees that the Encumbrances shall be binding upon and enforceable against the Lands in accordance with their respective terms and shall be encumbrances upon the Lands in priority to the Charges in the same manner and to the same effect as if the Encumbrances had been granted and registered against title to the Lands prior to the dating, execution and registration of the Charges 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 208 East Georgia Street**

At a public hearing on January 19, 2010, Council approved a recommendation to designate a building at 208 East Georgia Street as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
February 2, 2010



208 East Georgia Street

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

208 East Georgia Street,
Vancouver, BC

PID: 015-644-278
Lot 1
PID: 015-644-286
Lot 2
Both of Block 20, District
Lot 196, Plan 184

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 _____, 2010

Mayor

City Clerk

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

Enactment of the attached by-law will implement new towing and let-down charges for vehicles impounded by the City, and reflects the change from the non-priority tow rate to the priority tow and recovery rate established by ICBC, a change in rates previously approved by Council on July 11, 2006, to be effective on the date the new by-law impound facility becomes operational, which will be March 1, 2010.

Because this change was previously approved by Council on July 11, 2006, the amending By-law is not being submitted to Council pursuant to a Report previously approved by Council but, rather, is accompanied only by this Explanation.

Director of Legal Services
February 2, 2010

BY-LAW NO. _____

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

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

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

"SCHEDULE A
SCHEDULE OF IMPOUNDING CHARGES

1. For the removal or towing of an impounded vehicle to premises designated by the Chief Constable the charge shall be
 - a) where the vehicle has a Gross Vehicle Weight of 3,628 kg or less \$70.18
 plus, a fuel surcharge to a maximum of 8.5% \$0 - \$5.97
 plus, for a towing distance of greater than 6.0 km, \$2.44 per km
 plus, a fuel surcharge to a maximum of 8.5% \$0 - \$0.21
 - b) Where the vehicle has a Gross Vehicle Weight of 3,629 to 7,257 kg \$75.82
 plus, a fuel surcharge to a maximum of 8.5% \$0 - \$6.44
 plus, for a towing distance of greater than 6.0 km, \$2.83 per km
 plus, a fuel surcharge to a maximum of 8.5% \$0 - \$0.24
 - c) Where the vehicle has a Gross Vehicle Weight of 7,258 kg and over \$163.00
 plus, a fuel surcharge to a maximum of 8.5% \$0 - \$13.86

	plus, for a towing distance of greater than 6.0 km,	\$7.40 per km
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$0.63
2.	Where a towing service is called and attends to remove or tow away an impounded vehicle but before the impounded vehicle is removed or towed away the owner or person in charge of the impounded vehicle requests delivery of the vehicle, the charge shall be	
	a) Where the vehicle has a Gross Vehicle Weight of 3,628 kg or less	\$35.09
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$2.98
	b) Where the vehicle has a Gross Vehicle Weight of 3,629 to 7,257 kg	\$37.91
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$3.22
	c) Where the vehicle has a Gross Vehicle Weight of 7,258 kg and over	\$81.50
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$6.93
3.	For the storage of an impounded vehicle, the charge for	
	a) the first day, or portion thereof, that the vehicle is impounded shall be	\$8.00
	b) each day after the first day, or portion thereof, that the vehicle remains impounded shall be . . .	\$8.00
4.	For the removal of a chattel unlawfully placed, left or kept on a City street, the charge shall be	
	a) Where removal necessitates only the use of one person	\$100.00
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$8.50

b)	Where removal necessitates the use of two people but no extra equipment	\$200.00
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$17.00
c)	Where removal necessitates the use of more than two people or extra equipment or both	\$300.00
	plus, a fuel surcharge to a maximum of 8.5%	\$0 - \$25.50"

2. This By-law is to come into force and take effect on March 1, 2010.

ENACTED by Council this day of , 2010

Mayor

City Clerk

EXPLANATION

**2010 Winter Games By-law amending by-law
regarding a minor housekeeping matter under the Ticket Offences By-law**

On December 3, 2009, Council approved temporary changes to the Ticket Offences By-law in section 11 of the 2010 Winter Games By-law. There was a typographical error in Table 8 of section 11. As a result, one reference in section 11 regarding the Ticket Offences By-law requires change.

Because of the minor nature of this amendment there is no report.

Director of Legal Services
February 2, 2010

BY-LAW NO. _____

**A By-law to amend 2010 Winter Games By-law No. 9962
regarding a minor housekeeping matter
under the Ticket Offences By-law No. 9360**

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

1. Under section 11 of 2010 Winter Games By-law No. 9962, which amends Ticket Offences By-law No. 9360 for the applicable period set out in section 2.3 of the 2010 Winter Games By-law, Council, from Column 3 of Table 8 set out in section 11, strikes out "66.1" and substitutes "66.(1)".
2. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk

EXPLANATION**A By-law to amend the Zoning and Development By-law
re 6338-6432 Ash Street**

After the public hearing on May 19, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 6338 -6432 Ash Street. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 2, 2010



6338 - 6432 Ash Street

BY-LAW NO. _____

**A By-law to amend
Zoning and Development By-law No. 3575
to rezone an area to CD-1**

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

Zoning District Plan Amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-611 (b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

Uses

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (481).

2.2 Subject to Council approval of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (481) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Principal Dwelling Unit Combined With a Secondary Dwelling Unit, being a dwelling unit, within a multiple dwelling which is a principal residence, combined with one secondary dwelling unit which is smaller than the principal residence, and in respect of which the principal residence and secondary dwelling unit must have separate external access, and shared internal access which the owner or occupant of the principal residence is able to lock off from the principal residence;
- (b) Secondary Dwelling Unit referred to in subsection (a), referred to in this By-law as a "secondary dwelling unit"; and
- (c) Accessory Uses customarily ancillary to any of the uses permitted by this section 2.2.

Density

3.1 Computation of floor space ratio must assume that the site consists of 4 204.3 m², being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

- 3.2 The floor space ratio for all uses must not exceed 1.2.
- 3.3 The number of principal dwelling units must not exceed 35.
- 3.4 The number of secondary dwelling units must not exceed 18.
- 3.5 Computation of floor area must include:
- (a) all floors, including earthen floor, measured to the extreme outer limits of the building; and
 - (b) stairways, fire escapes, elevator shafts, and other features which the Director of Planning considers similar, measured by their gross cross-sectional areas and included in the measurements for each floor at which they are located.
- 3.6 Computation of floor space ratio must exclude:
- (a) open residential balconies or sundecks, and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the residential floor area being provided;
 - (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
 - (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which, in the opinion of the Director of Planning, are similar to the foregoing, those floors or portions thereof so used, which are at or below the base surface, except that the exclusion for a parking space must not exceed 7.3 m in length;
 - (d) undeveloped floor area located:
 - (i) above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch, or
 - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
 - (e) amenity areas accessory to a residential use, including day care facilities, recreational facilities, and meeting rooms, except that:
 - (i) in the case of day care facilities, the Director of Planning, on the advice of the Director of Social Policy, is satisfied that there is a need for a day care facility in the immediate neighbourhood, and
 - (ii) the total area excluded must not exceed 10% of the permitted floor space;

- (f) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling unit, there will be no exclusion for any of the residential storage space above base surface for that unit;
- (g) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (h) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness, except that this clause does not apply to walls in existence prior to March 14, 2000; and
- (i) with respect to exterior:
 - (i) wood frame construction walls greater than 152 mm thick that accommodate RSI 3.85 (R-22) insulation, or
 - (ii) walls other than wood frame construction greater than 152 mm thick that meet the standard RSI 2.67 (R-15),

the area of such walls that exceeds 152 mm to a maximum exclusion of 51 mm of thickness for wood frame construction walls and 127 mm of thickness for other walls, except that this clause is not to apply to walls in existence before January 20, 2009. A registered professional must verify that any wall referred to in this section meets the standards set out therein.

Building height

4. The building height must not exceed 10.7 m or three storeys.

Horizontal angle of daylight

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

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

5.3 Measurement of the plane or planes referred to in section 5.2 must be horizontally from the centre of the bottom of each window.

5.4 If:

- (a) the Director of Planning or Development Permit Board first considers all the applicable policies and guidelines adopted by Council; and
- (b) the minimum distance of unobstructed view is not less than 3.7 m;

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

5.5 An obstruction referred to in section 5.2 means:

- (a) any part of the same building including permitted projections; or
- (b) the largest building permitted under the zoning on any site adjoining CD-1 (481).

5.6 A habitable room referred to in section 5.1 does not include:

- (a) a bathroom; or
- (b) a kitchen whose floor area is the lesser of:
 - (i) less than 10% of the total floor area of the dwelling unit, or
 - (ii) less than 9.29 m².

Parking, loading, and bicycle spaces

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

- (a) there must be at least 0.1 parking space for each 100 m² of gross floor area;
- (b) there must be no more than 2 parking spaces for each dwelling unit, and calculation of the maximum number of parking spaces is not to include secondary dwelling units;
- (c) calculation of bicycle spaces is to include secondary dwelling units;
- (d) for bicycle spaces located within individual garages or dwelling units, the requirements of the Parking By-law regarding bicycle lockers are not to apply; and



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

Z-611 (b)

RZ - 6338 - 6432 Ash Street

map: 1 of 1
 scale: NTS



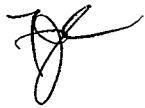
City of Vancouver

date: April, 2009

EXPLANATION**Subdivision By-law No. 5208 amending by-law
re 6338 - 6432 Ash Street**

Enactment of the attached by-law will delete 6338 - 6432 Ash Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of May 19, 2009 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services
February 2, 2010



6338 - 6432 Ash Street

BY-LAW NO. _____

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

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

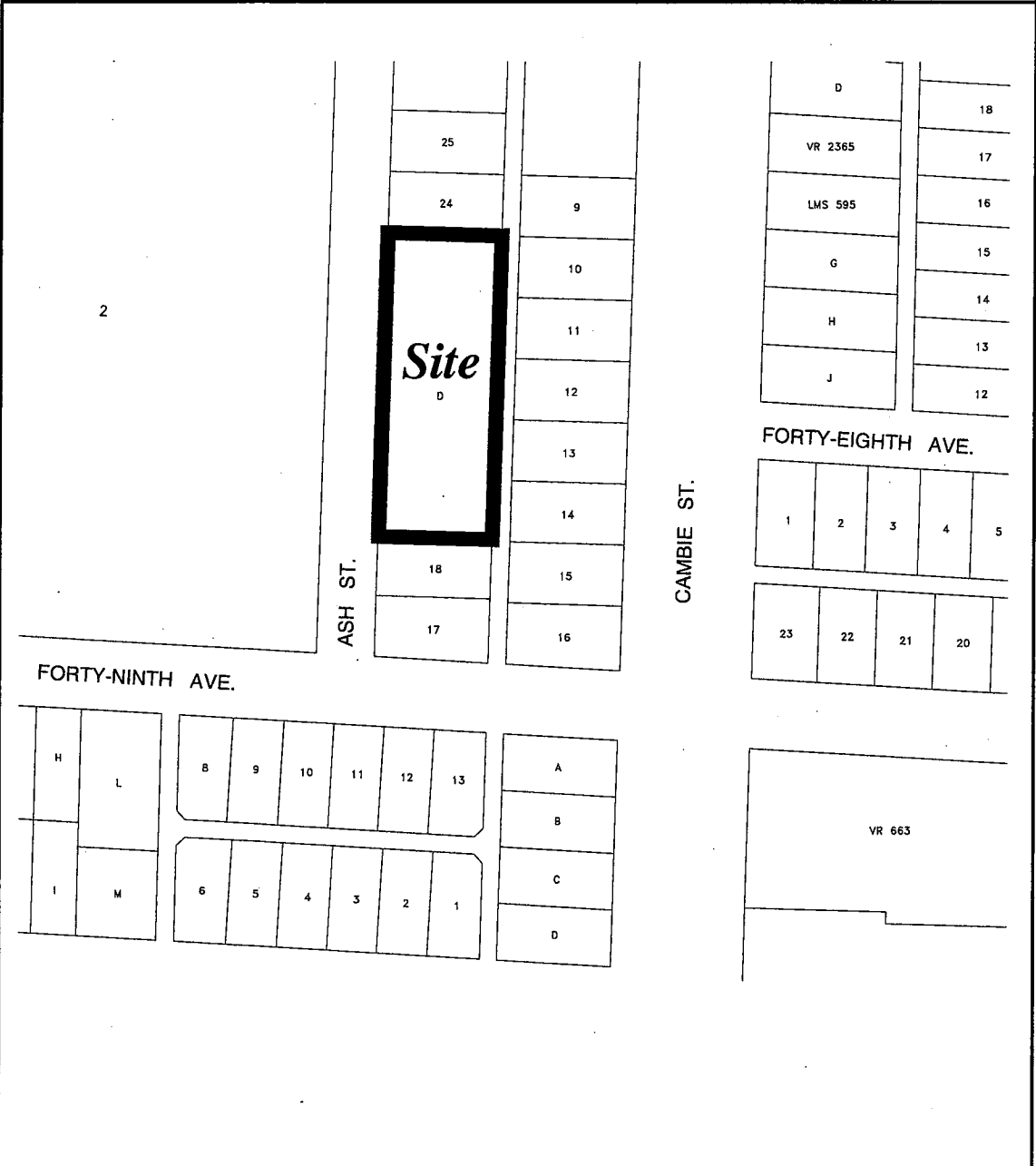
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references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

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk

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



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

RZ - 6338 - 6432 Ash Street

map: 1 of 1
 scale: NTS



EXPLANATION**Heritage Designation By-law
re 1842 West 12th Avenue**

At a public hearing on January 19, 2010, Council approved a recommendation to designate the structure and exterior envelope of the improvements and exterior building materials of a building at 1842 West 12th Avenue as protected heritage property. Enactment of the attached by-law will achieve the designation.

Director of Legal Services
February 2, 2010



1842 West 12th Avenue
The Ogilvie Residence

BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and
exterior envelope of
the improvements
and exterior
building materials

1842 West 12th Avenue

Parcel Identifier: 014-177-897
Lot 6
Block 407
District Lot 526
Plan 1949

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 _____, 2010

Mayor

City Clerk

EXPLANATION

**A By-law to amend CD-1 By-law No. 7476
re 1600 -1636 West 1st Avenue**

After the public hearing on January 19, 2010, Council resolved to amend this CD-1 By-law regarding miscellaneous amendments. 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
February 2, 2010



1600 - 1636 West 1st Avenue

BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 7476

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

1. This By-law amends the indicated provisions of CD-1 By-law No. 7476.
2. Council repeals section 3.1, and substitutes:

“3.1 The floor space ratio must not exceed 2.50, of which the:

 - (a) floor space ratio for dwelling units must not exceed 1.00;
 - (b) floor space ratio for office uses must not exceed 1.50;
 - (c) floor area for retail uses must not exceed 1 000 m²;
 - (d) floor space ratio for service uses must not exceed 1:50; and
 - (e) floor space ratio for manufacturing uses must not exceed 0.50.”
3. Council repeals section 5, and substitutes:

“5 **Parking, loading, and bicycle spaces**

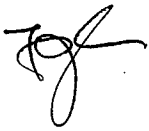
Any development or use of the site requires the provision and maintenance, in accordance with the requirements of, and relaxations, exemptions and mixed use reductions in, the Parking By-law, of off-street parking spaces, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be at least two off-street Class A loading spaces.”

EXPLANATION

**A By-law to amend the Sign By-law
re CBC/ Radio Canada
Vancouver Broadcasting Centre**

After the public hearing on October 16, 28 and 30, and November 4, 7 and 18, 2008, Council resolved to amend the Sign By-law for this site. The Director of Planning has advised that all prior-to conditions have been met, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services
February 2, 2010



CBC/Radio Canada
Vancouver Broadcasting Centre

BY-LAW NO. _____

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

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

1. Council repeals section 11.9, and substitutes:

“An animated sign or a flashing sign shall only be permitted

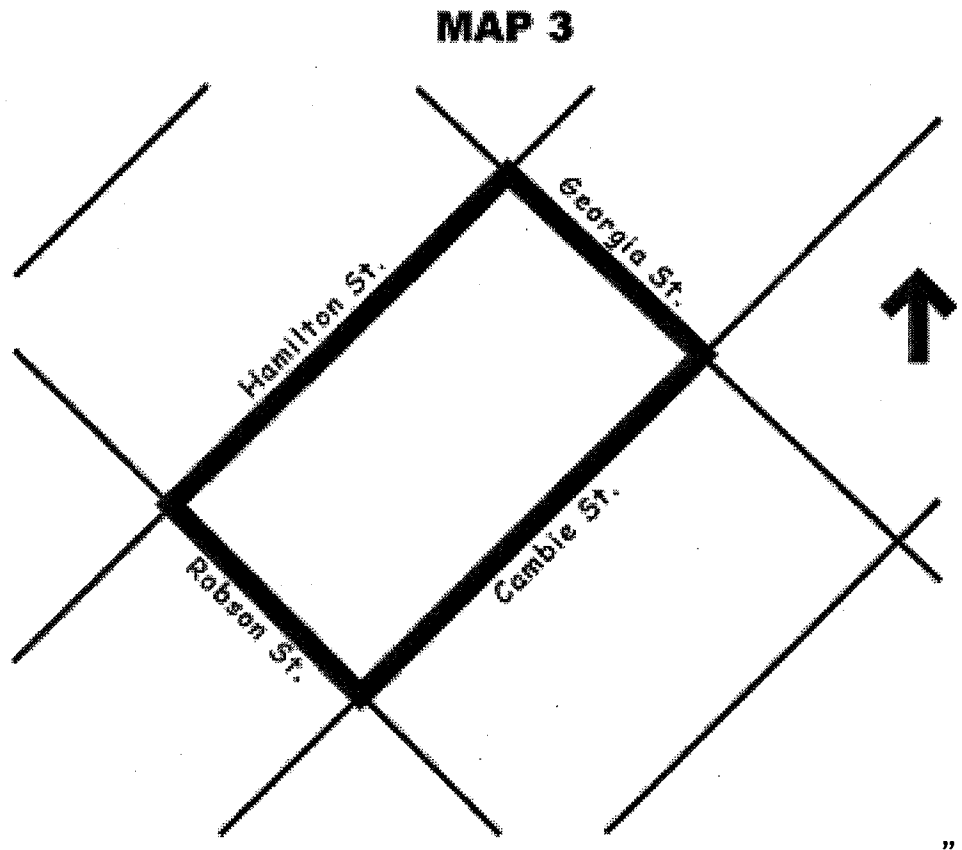
- (a) on Granville Street, between West Hastings Street and Nelson Street on a building face which fronts a street, excluding a lane, and only if any lighting associated with the sign is directed only toward Granville Street, and
- (b) in the area regulated by Section 1.0(n) of Schedule B.”

2. After section 1.0(m) of Schedule B to the Sign By-law, Council adds:

“(n) despite anything to the contrary in this By-law, but only in the area identified in Map 3, being the block bounded by Cambie Street, Georgia Street, Hamilton Street, and Robson Street:

- (i) one free-standing sign adjacent to the corner of Robson Street and Hamilton Street in respect of which:
 - (A) the height of the copy area must not exceed 310 mm;
 - (B) the height of the sign must not exceed 3.7 m;
 - (C) the height and width of any logo must not exceed 135 mm; and
 - (D) sections 10.7.1, 10.7.2(f), 11.1.1, 11.8.3, and 11.8.4 do not apply;
- (ii) one automatic changeable copy fascia sign, at the level of the first storey, adjacent to the Cambie Street frontage in respect of which sections 10.6.4(a), 10.6.4(b), and 11.8.5 do not apply;
- (iii) one automatic changeable copy sign adjacent to the Georgia Street frontage in respect of which sections 10.6.4(d), 11.8.4, and 11.9 do not apply;

- (iv) one automatic changeable copy double sided free-standing sign adjacent to the Hamilton Street frontage in respect of which:
 - (A) the size of the copy area for each side of the sign must not exceed 2.9 m²; and
 - (B) sections 10.7.1, 10.7.2(e), and 11.1.1 do not apply;
- (v) one automatic changeable copy projecting sign, at the level of the second storey, in respect of which:
 - (A) the size of the sign must not exceed 15 m²;
 - (B) the area of third party advertising, except for a video feed from a publicly-owned broadcasting corporation, must not exceed 50% of the copy area; and
 - (C) sections 10.11.2(a)(iii), 10.11.2(c), 10.11.2(d), 10.11.4(d), 11.1.1, 11.6, 11.8.3, 11.8.4, 11.8.5, 11.8.7, 11.8.8, 11.8.9, and 11.9 do not apply.



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

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

ENACTED by Council this

day of

, 2010

Mayor

City Clerk

EXPLANATION

**Parking By-law amending by-law
re Relaxation and Payment-in-Lieu
663 Gore Avenue**

On January 19, 2010, Council approved a recommendation to accept \$60,600.00 in return for the waiver of the requirement to provide three off-street parking spaces at 663 Gore Avenue.

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

Director of Legal Services
February 2, 2010



663 Gore Avenue

BY-LAW NO. _____

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

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

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

PID: 025-980-548	3 off-street parking spaces	\$60,600.00
Lot H Block 17		
District Lot 196		
Plan BCP11929		

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

ENACTED by Council this _____ day of _____, 2010

Mayor

City Clerk