

**EXPLANATION****A by-law to approve a standard form of encroachment agreement  
between the City and Canada Place Corporation**

The attached by-law will implement Council's resolution of June 22, 2010 to enact a by-law to approve a standard form of encroachment agreement between the City and Canada Place Corporation for the Vancouver Trade and Convention Centre site at 999 Canada Place Way.

Director of Legal Services  
July 6, 2010



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

**A By-law to approve a standard form of encroachment agreement  
between the City and Canada Place Corporation regarding  
certain encroachments on, over, or under certain  
streets and statutory rights of way  
owned by the City**

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

1. In connection with the Vancouver Trade and Convention Centre (Canada Place) on PID: 002-841-690 Lot 13 of the Public Harbour of Burrard Inlet Plan 20247, and adjacent lands, and any encroachments on, over, or under City streets or statutory rights of way needed by Canada Place Corporation in connection with such building, Council approves a standard form of encroachment agreement between the City and Canada Place Corporation, on the terms and conditions of the agreement attached as Schedule A to, and forming part of, this By-law.
2. Council authorizes the Director of Legal Services, on behalf of the City, to execute and deliver to Canada Place Corporation encroachment agreements substantially in the standard form referred to in section 1 of this By-law that are satisfactory to the General Manager of Engineering Services and Director of Legal Services.
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

SCHEDULE "A"

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 9 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)

002-841-690

Lot 13 of the Public Harbour of Burrard Inlet Plan 20247

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)/CHARGEHOLDER(S):\*

CANADA PLACE CORPORATION (Inc. No. 38098A)

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

CITY OF VANCOUVER, a municipal corporation, 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/> (as to both signatures)	10			<b>CANADA PLACE CORPORATION</b> , by its authorized signatories:  <hr/> Signature Print Name: _____  <hr/> Signature Print Name: _____
<hr/>	10			<b>CITY OF VANCOUVER</b> by its authorized signatory:  <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 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
Easement and Indemnity Agreement	Entire Instrument Pages 4 to 9	Transferee
Statutory Right of Way	Page 6 Paragraph 11	Transferee

TERMS OF INSTRUMENT - PART 2  
ENCROACHMENT AGREEMENT  
CANADA PLACE CORPORATION \_\_\_\_\_

WHEREAS:

A. The Transferor, CANADA PLACE CORPORATION, hereinafter is called the "Owner";

B. The Transferee, CITY OF VANCOUVER, hereinafter is called the "City" where referred to as the municipal corporation and the "City of Vancouver" where referred to as the geographical area;

C. The Owner is the registered owner of lands and premises in the City of Vancouver, Province of British Columbia, with the legal description:

Parcel Identifier: 002-841-690  
Lot 13 of the Public Harbour of Burrard Inlet Plan 20247

(hereinafter called the "Lands");

D. The Owner has applied to the City for permission to construct \_\_\_\_\_ on and adjacent to the Lands (the "Works"); and

E. The Owner has requested the City's permission to construct and maintain certain encroachments on City street/City statutory right of way related to the Works; and

F. The City has agreed to permit the encroachment, subject to the provisions of the City's Encroachment By-law (the "Encroachment By-law") and the provisions of this agreement.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed to and accepted, the parties agree as follows:

Encroachment

1. The Owner, at its expense, is hereby permitted to construct, keep and maintain on City street appurtenant to the Lands certain encroachments consisting of \_\_\_\_\_ (the "Encroachment") encroaching onto \_\_\_\_\_ as shown on the plan annexed to this Agreement as Schedule "A" (the "Encroachment Area").

2. The Owner will not be required to pay annual fees in respect of the Encroachment for so long as the Lands are, in the sole opinion of the City Engineer, used partially as a convention and exhibition centre.

3. The Owner, solely at its expense, once the Encroachment has been installed, will immediately cause a survey plan, satisfactory to the City Surveyor, to be prepared by a BC

Land Surveyor showing its exact location, "as-built", in relation to the Encroachment Area and forthwith deliver four (4) copies of the survey plan to the City Surveyor. If such survey shows that the Encroachment as built or any portion of it is located outside of the Encroachment Area, the Owner, solely at its expense, will immediately execute a modification or replacement of this Agreement drawn to the City's satisfaction to account for the actual location of the as-built Encroachment.

4. If the Encroachment is not completely and fully installed as contemplated hereby within 36 months of the date of registration of this agreement on title to the Lands, then this agreement and the permission granted to the Owner hereby to install and maintain the Encroachment on City street appurtenant to the Lands will terminate immediately without notice to any party hereto, and the City at anytime thereafter, at the Owner's request and expense, will release and discharge the charges contained herein from title to the Lands, unless the City at the Owner's request expressly consents in writing to extend the time during which the Owner may install the Encroachment, in which case this paragraph will apply to the extended period of time so consented to.

5. The Owner, at its expense, will maintain the Encroachment in good and sufficient repair at all times, to the satisfaction of the City Engineer, except that the Owner will not excavate on City street or in any way change the Encroachment so as to enlarge or alter the Encroachment Area without the prior written consent of the City Engineer.

6. Within six months of any termination of this agreement or by such other time as the City may require upon any termination of this agreement, the Owner, at its expense, will remove the Encroachment from City street and repair any related damage to any City property and any other property for which the City is responsible and restore the Encroachment Area to the satisfaction of the City Engineer.

7. If at any time after this agreement is registered at the Land Title Office, and following construction or installation of the Encroachment, there is any construction on the Lands affecting the Encroachment, the Owner, at its expense, once such construction is substantially complete, will immediately arrange for a B.C. Land Surveyor to carry out a survey regarding and prepare and deliver to the City, to the satisfaction of the City Surveyor, a survey plan showing the location of the Encroachment. If such survey plan shows the Encroachment or any or any parts of them to be located outside the encroachment area shown on the plan annexed hereto, the Owner, at the option of the City Engineer, will forthwith immediately cause a revised survey plan in respect thereof to be prepared in accordance with this paragraph and the Owner will execute forthwith upon the City's request a modification or replacement of this agreement in form satisfactory to the City's Director of Legal Services so as to take into account any such change in the location or extent of encroachment.

8. Before at any time commencing any modifications or repairs to or removing the Encroachment, or any or any parts of them, the Owner will obtain any permits and licenses required in respect thereof pursuant to the Encroachment By-law and any other City by-law and will pay any inspection, licence and permit fees required in respect thereof.

9. If at any time hereafter the Encroachment or any of them are in any way removed from City street, and not replaced, then within six months after such removal, or by such other time as the City may require, the Owner at its expense will repair and restore the Encroachment Area to the extent affected by the presence of the Encroachment to the satisfaction of the City Engineer.

10. In the event that the construction, maintenance, use and/or removal of the Encroachment makes necessary any change or alteration to any meter, water-service, sewer or other public works or utilities in the vicinity of the Lands, the Owner will reimburse the City the full amount of any expenses the City may incur in making such alterations or changes as may be deemed necessary by the City Engineer.

#### Statutory Right of Way

11. The Owner hereby grants to the City pursuant to Section.218 of the *Land Title Act*, the full, free and uninterrupted right, liberty, easement and statutory right of way, charging the Lands, to enter upon those portions of the Lands the City Engineer considers necessary, with or without men, tools and equipment and supplies in order to inspect the Encroachment or to carry out any obligations of the Owner in this agreement that the Owner fails to fulfill, observe or perform to the satisfaction of the City Engineer. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

#### Amounts Owing to City

12. If the Owner fails to carry out its obligations under the terms of this agreement or any of them, the City may, but will not be obligated to, remedy the default, and the Owner will pay to the City the amounts of any costs the City might thereby incur from time to time, plus a reasonable sum (not greater than twenty percent (20%) of such costs) as a surcharge for the City's overhead, forthwith after the City delivers to the Owner a written request for payment thereof.

13. If the Owner fails to pay to the City any amounts it is required to pay to it pursuant to this agreement within thirty (30) days after the City delivers to the Owner a written request for payment thereof, such amounts will be considered to be in arrears and thereafter will bear interest at the rate of three percent (3%) per annum above the "Prime Rate" (hereinafter defined), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be eighteen percent (18%) per annum calculated monthly not in advance, from the date due until paid.



### Termination by City

14. The City, in its sole discretion, may terminate this agreement if, following completion of construction, commissioning and public opening of the Works in the sole opinion of the City Engineer, the Lands are not used partially as a convention and exhibition centre.

### General

15. This agreement is entered into pursuant and subject to and the Owner at all times during the existence of this agreement and the Encroachment will comply with the provisions of the Encroachment By-law and all other City by-laws applicable to the Encroachment, and if the Owner fails to comply with the provisions of any such by-laws or this agreement, all rights of the Owner hereunder will thereupon terminate. Nevertheless, the City will be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of any kind arising under this agreement or from the permissions granted hereby.

16. No provision of this agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, will operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the City under this agreement or under the provisions of the *Vancouver Charter*, and amendments thereto.

17. This agreement will not in any way operate to restrict the right of the City at any time to alter, whether by widening the roadway or boulevard, or by raising or lowering the elevation of the street abutting or adjoining the Lands, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the Encroachment useless for the purposes of the Owner; and the Owner covenants that, in the event of the City effecting any such alteration as aforesaid in the width and/or elevation of the said street, it will release and forever discharge, and hereby releases and forever discharges, the City from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Encroachment, as a result of such alteration in width and/or elevation.

18. Words used herein in singular or plural form and pronouns used in masculine, feminine or a neutral form will include within their meanings herein any other such forms as the context may require.

19. Any covenant, agreement, condition or proviso made herein by two (2) or more persons will be construed to be made jointly and severally.

20. The Owner will do or cause to be done all acts and things and execute all documents as are necessary to ensure that this agreement is registered in the Land Title Office against title to the Lands, with priority over all other charges and encumbrances registered against title to the Lands as the City might require.

21. This agreement and the interests granted hereby will run with the Lands, and the term "Owner" as used herein means the registered owner of the Lands.

22. This agreement will enure to the benefit of and be binding upon the parties hereto and their successors and assigns, provided however, the Owner will not be liable for breaches or non-observance or non-performance of covenants herein occurring after it has ceased to be the registered owner of the Lands.

23. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or limit or otherwise affect the City's rights, powers, duties or obligations under the *Vancouver Charter*, S.B.C. 1953, Ch. 55 or any other legislation.

IN WITNESS WHEREOF the parties have executed this agreement by signing the General Instrument - Part I attached hereto.

**SCHEDULE "A"**

**(Attach plan)**

**END OF DOCUMENT**

**EXPLANATION****A by-law to approve a standard form of encroachment agreement  
between the City and B.C. Pavilion Corporation**

The attached by-law will implement Council's resolution of June 22, 2010 to approve a standard form of encroachment agreement between the City and B.C. Pavilion Corporation for the BC Place Stadium site at 1 Robson Street.

Director of Legal Services  
July 6, 2010

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

**A By-law to approve a standard form of  
encroachment agreement between  
the City and B.C. Pavilion Corporation regarding  
certain encroachments on, over, or under certain  
streets and statutory rights of way owned by the City**

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

1. In connection with the upgrade of B.C. Place on PID: 008-332-614 Lot 153 False Creek Plan 20421, and adjacent lands, and any encroachments on, over, or under City streets or statutory rights of way needed by B.C. Pavilion Corporation in connection with such building, Council approves a standard form of encroachment agreement between the City and B.C. Pavilion Corporation, on the terms and conditions of the agreement attached as Schedule A to, and forming part of, this By-law.
2. Council authorizes the Director of Legal Services, on behalf of the City, to execute and deliver to B.C. Pavilion Corporation encroachment agreements substantially in the standard form referred to in section 1 of this By-law that are satisfactory to the General Manager of Engineering Services and Director of Legal Services.
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

SCHEDULE A

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 9 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)  
008-332-614 Lot 153 False Creek Plan 20421

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)/CHARGEHOLDER(S):\*

B.C. PAVILION CORPORATION (Incorporation No. 820830)

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

CITY OF VANCOUVER, a municipal corporation, 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	
_____	10			<b>B.C. PAVILION CORPORATION</b> by its authorized signatories:  _____ Signature Print Name: _____
_____	10			<b>CITY OF VANCOUVER</b> by its authorized signatory:  _____ 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

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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
Easement and Indemnity Agreement	Entire Instrument Pages 4 to 9	Transferee
Statutory Right of Way	Page 6 Paragraph 11	Transferee



TERMS OF INSTRUMENT - PART 2  
ENCROACHMENT AGREEMENT  
B.C. PLACE UPGRADE PROJECT

WHEREAS:

- A. The Transferor, B.C. PAVILION CORPORATION, hereinafter is called the "Owner";
- B. The Transferee, CITY OF VANCOUVER, hereinafter is called the "City" where referred to as the municipal corporation and the "City of Vancouver" where referred to as the geographical area;
- C. The Owner is the registered owner of lands and premises in the City of Vancouver, Province of British Columbia, with the legal description:
- Parcel Identifier: 008-332-614  
Lot 153 False Creek Plan 20421
- (hereinafter called the "Lands");
- D. The Owner intends to rehabilitate B.C. Place Stadium by completing various upgrades and other renovations including by, but not limited to, a new replacement fabric roof (the "Project"); and
- E. The Owner has requested the City's permission to construct and maintain certain encroachments on City street/City statutory right of way related to the Project; and
- F. The City has agreed to permit the encroachment, subject to the provisions of the City's Encroachment By-law (the "Encroachment By-law") and the provisions of this agreement.

THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, agreed to and accepted, the parties agree as follows:

Encroachment

1. The Owner, at its expense, is hereby permitted to construct, keep and maintain on City street appurtenant to the Lands certain encroachments consisting of \_\_\_\_\_ (the "Encroachment") encroaching onto \_\_\_\_\_ as shown on the plan annexed to this Agreement as Schedule "A" (the "Encroachment Area").
2. The Owner will not be required to pay annual fees in respect of the Encroachment for so long as the Project is, in the sole opinion of the City Engineer, used primarily as a stadium.
3. The Owner, solely at its expense, once the Encroachment has been installed, will immediately cause a survey plan, satisfactory to the City Surveyor, to be prepared by a BC

Land Surveyor showing its exact location, "as-built", in relation to the Encroachment Area and forthwith deliver four (4) copies of the survey plan to the City Surveyor. If such survey shows that the Encroachment as built or any portion of it is located outside of the Encroachment Area, the Owner, solely at its expense, will immediately execute a modification or replacement of this Agreement drawn to the City's satisfaction to account for the actual location of the as-built Encroachment.

4. If the Encroachment is not completely and fully installed as contemplated hereby within 36 months of the date of registration of this agreement on title to the Lands, then this agreement and the permission granted to the Owner hereby to install and maintain the Encroachment on City street appurtenant to the Lands will terminate immediately without notice to any party hereto, and the City at anytime thereafter, at the Owner's request and expense, will release and discharge the charges contained herein from title to the Lands, unless the City at the Owner's request expressly consents in writing to extend the time during which the Owner may install the Encroachment, in which case this paragraph will apply to the extended period of time so consented to.

5. The Owner, at its expense, will maintain the Encroachment in good and sufficient repair at all times, to the satisfaction of the City Engineer, except that the Owner will not excavate on City street or in any way change the Encroachment so as to enlarge or alter the Encroachment Area without the prior written consent of the City Engineer.

6. Within six months of any termination of this agreement or by such other time as the City may require upon any termination of this agreement, the Owner, at its expense, will remove the Encroachment from City street and repair any related damage to any City property and any other property for which the City is responsible and restore the Encroachment Area to the satisfaction of the City Engineer.

7. If at any time after this agreement is registered at the Land Title Office, and following construction or installation of the Encroachment, there is any construction on the Lands affecting the Encroachment, the Owner, at its expense, once such construction is substantially complete, will immediately arrange for a B.C. Land Surveyor to carry out a survey regarding and prepare and deliver to the City, to the satisfaction of the City Surveyor, a survey plan showing the location of the Encroachment. If such survey plan shows the Encroachment or any or any parts of them to be located outside the encroachment area shown on the plan annexed hereto, the Owner, at the option of the City Engineer, will forthwith immediately cause a revised survey plan in respect thereof to be prepared in accordance with this paragraph and the Owner will execute forthwith upon the City's request a modification or replacement of this agreement in form satisfactory to the City's Director of Legal Services so as to take into account any such change in the location or extent of encroachment.

8. Before at any time commencing any modifications or repairs to or removing the Encroachment, or any or any parts of them, the Owner will obtain any permits and licenses required in respect thereof pursuant to the Encroachment By-law and any other City by-law and will pay any inspection, licence and permit fees required in respect thereof.

9. If at any time hereafter the Encroachment or any of them are in any way removed from City street, and not replaced, then within six months after such removal, or by such other time as the City may require, the Owner at its expense will repair and restore the Encroachment Area to the extent affected by the presence of the Encroachment to the satisfaction of the City Engineer.

10. In the event that the construction, maintenance, use and/or removal of the Encroachment makes necessary any change or alteration to any meter, water-service, sewer or other public works or utilities in the vicinity of the Lands, the Owner will reimburse the City the full amount of any expenses the City may incur in making such alterations or changes as may be deemed necessary by the City Engineer.

#### Statutory Right of Way

11. The Owner hereby grants to the City pursuant to Section.218 of the *Land Title Act*, the full, free and uninterrupted right, liberty, easement and statutory right of way, charging the Lands, to enter upon those portions of the Lands the City Engineer considers necessary, with or without men, tools and equipment and supplies in order to inspect the Encroachment or to carry out any obligations of the Owner in this agreement that the Owner fails to fulfill, observe or perform to the satisfaction of the City Engineer. This statutory right of way is necessary for the operation and maintenance of the City's undertaking.

#### Amounts Owning to City

12. If the Owner fails to carry out its obligations under the terms of this agreement or any of them, the City may, but will not be obligated to, remedy the default, and the Owner will pay to the City the amounts of any costs the City might thereby incur from time to time, plus a reasonable sum (not greater than twenty percent (20%) of such costs) as a surcharge for the City's overhead, forthwith after the City delivers to the Owner a written request for payment thereof.

13. If the Owner fails to pay to the City any amounts it is required to pay to it pursuant to this agreement within thirty (30) days after the City delivers to the Owner a written request for payment thereof, such amounts will be considered to be in arrears and thereafter will bear interest at the rate of three percent (3%) per annum above the "Prime Rate" (hereinafter defined), calculated monthly not in advance, from the date due until paid. In this clause, "Prime Rate" means the floating annual percentage rate of interest as established from time to time by the Bank of Montreal, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine the rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the prime rate; provided that if a court declares or holds the Prime Rate to be void or unenforceable for any reason including uncertainty, then the rate of interest payable on amounts in arrears hereunder will be eighteen percent (18%) per annum calculated monthly not in advance, from the date due until paid.

### Termination by City

14. The City, in its sole discretion, may terminate this agreement if, following completion of construction, commissioning and public opening of the Project in the sole opinion of the City Engineer, the Project is not used primarily as a stadium.

### General

15. This agreement is entered into pursuant and subject to and the Owner at all times during the existence of this agreement and the Encroachment will comply with the provisions of the Encroachment By-law and all other City by-laws applicable to the Encroachment, and if the Owner fails to comply with the provisions of any such by-laws or this agreement, all rights of the Owner hereunder will thereupon terminate. Nevertheless, the City will be entitled to proceed with the enforcement of any security or indemnity herein provided, or upon any bond or otherwise in satisfaction of any claim, loss or expenses of any kind arising under this agreement or from the permissions granted hereby.

16. No provision of this agreement and no act or omission or finding of negligence, whether joint or several, as against the City, in favour of any third party, will operate to relieve, or be deemed to relieve, the Owner in any manner whatsoever from any liability to the City under this agreement or under the provisions of the *Vancouver Charter*, and amendments thereto.

17. This agreement will not in any way operate to restrict the right of the City at any time to alter, whether by widening the roadway or boulevard, or by raising or lowering the elevation of the street abutting or adjoining the Lands, and notwithstanding that the effect of such alteration in width and/or elevation may be to render the Encroachment useless for the purposes of the Owner; and the Owner covenants that, in the event of the City effecting any such alteration as aforesaid in the width and/or elevation of the said street, it will release and forever discharge, and hereby releases and forever discharges, the City from all manner of claims of any nature whatsoever, which may arise by reason of such alteration in width and/or elevation as aforesaid, or by reason of the discontinuance and removal of the Encroachment, as a result of such alteration in width and/or elevation.

18. Words used herein in singular or plural form and pronouns used in masculine, feminine or a neutral form will include within their meanings herein any other such forms as the context may require.

19. Any covenant, agreement, condition or proviso made herein by two (2) or more persons will be construed to be made jointly and severally.

20. The Owner will do or cause to be done all acts and things and execute all documents as are necessary to ensure that this agreement is registered in the Land Title Office against title to the Lands, with priority over all other charges and encumbrances registered against title to the Lands as the City might require.

21. This agreement and the interests granted hereby will run with the Lands, and the term "Owner" as used herein means the registered owner of the Lands.

22. This agreement will enure to the benefit of and be binding upon the parties hereto and their successors and assigns, provided however, the Owner will not be liable for breaches or non-observance or non-performance of covenants herein occurring after it has ceased to be the registered owner of the Lands.

23. Nothing contained or implied herein will derogate from the obligations of the Owner under any other agreement with the City or limit or otherwise affect the City's rights, powers, duties or obligations under the *Vancouver Charter*, S.B.C. 1953, Ch. 55 or any other legislation.

IN WITNESS WHEREOF the parties have executed this agreement by signing the General Instrument - Part I attached hereto.

**SCHEDULE "A"**

**(Attach plan)**

**END OF DOCUMENT**

**EXPLANATION****A By-law to amend the Energy Utility System By-law  
re miscellaneous amendments**

On June 22, 2010, Council resolved to amend the Energy Utility System By-law to establish different customer levies for different classes of buildings. Enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
July 6, 2010

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

**A By-law to amend Energy Utility System By-law No. 9552  
regarding miscellaneous amendments**

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

1. This By-law amends the indicated provisions and schedule of the Energy Utility System By-law.
2. Council repeals the definition of "levy" in section 1.2, and substitutes:  
  
    ' "levy" means:
  - (a) for any residential or mixed use residential building located in Southeast False Creek, a fixed capacity fee based on net floor area determined by the city at the time of issuance of the building permit for that building, and
  - (b) for any residential or mixed use residential building not located in Southeast False Creek, and for any non-residential building, a fixed capacity fee based on the greater of the estimated peak heat energy demand of the building determined by the city at the time of application for service, or the actual peak heat energy demand of the building determined by the city by reading the meter;'
3. Council repeals Schedule C, and substitutes:

**"SCHEDULE C**

**LEVIES AND CHARGES**

**PART 1 - Excess demand fee**

Excess demand fee for each 1 W per m <sup>2</sup> of the aggregate of the estimated peak heat energy demand referred to in section 5.3(b) (i), (ii), and (iii) that exceeds 65 W per m <sup>2</sup>	\$1.50
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**PART 2 - Monthly levy**

SEFC residential or mixed use residential building	\$0.44 per m <sup>2</sup>
Residential or mixed use residential building located outside SEFC	\$6.62 per KW of peak heat energy demand
Non-residential building	\$6.62 per KW of peak heat energy demand



**PART 3 - Monthly charge**

Monthly charge	\$37.00 per MW per hour
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**PART 4 - Credit**

Credit for heat energy returned to energy transfer station	\$37.00 per each MW per hour multiplied by 50%
--	--

**PART 5 - Billing frequency particulars**

Each of the levy and charge is billable monthly.”

4. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.
5. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this                  day of                  , 2010

\_\_\_\_\_  
Mayor

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

## EXPLANATION

**Protection of Trees By-law amending by-law  
re housekeeping amendment**

On June 22, 2010, Council approved amendments to the Protection of Trees By-law to clarify several sections regarding issuance of additional tree permits, timing of planting replacement trees and protection of trees. Enactment of this by-law will implement that Council resolution.

Director of Legal Services  
July 6, 2010



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

**A By-law to amend Protection of Trees By-law No. 9958  
regarding various housekeeping matters**

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

1. This By-law amends the indicated provisions of the Protection of Trees By-law.
2. In section 4.5, Council:
  - (a) after “Director of Planning”, deletes “may” and substitutes “must”, and
  - (b) after “issue” deletes “one additional” and substitutes “a”.
3. Council repeals subsections (a) and (b) of section 6.6, and substitutes:

“(a) in the case of development under the Zoning and Development by-law, before:

  - (i) issuance of an occupancy permit, or
  - (ii) occupancy of a development not requiring an occupancy permit;”
4. Council renames subsection (c) of section 6.6 as subsection (b).
5. Council repeals section 7.6 and substitutes:

“7.6 Each protection barrier referred to in section 7.5 must, if the tree is on adjacent property within two metres of any boundary of the site, extend into the site from the nearest boundary of the adjacent site by the greater of two metres or such other distance determined by an arborist or the Director of Planning to be necessary to protect the tree and the adjacent property.”
6. 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.

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

ENACTED by Council this                      day of                      , 2010

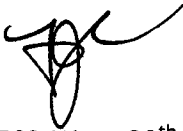
\_\_\_\_\_  
Mayor

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

**EXPLANATION****Subdivision By-law No. 5208 amending by-law  
re 3583 and 3593 West 39<sup>th</sup> Avenue**

On June 10, 2010, Council approved an application to re-classify the captioned properties from Category C to Category B of Table 1 of Schedule A to the Subdivision By-law. The attached by-law implements Council's resolution.

Director of Legal Services  
July 6, 2010



3583 West 39<sup>th</sup> Avenue and  
3593 West 39<sup>th</sup> Avenue

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

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

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

1. Council amends Table 1 of Schedule A to the Subdivision By-law in accordance with the plan labeled Schedule A and attached to and forming part of this By-law by reclassifying the properties shown in black outline on that plan, from Category C to Category B in accordance with the explanatory legends, notations, and references incorporated thereon.
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 properties outlined in black (  ) are reclassified from Category C to Category B on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

3583 & 3593 West 39th Avenue

map: 1 of 1

scale: NTS



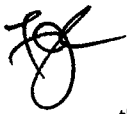
**City of Vancouver**

**EXPLANATION****Subdivision By-law No. 5208 amending by-law  
re 2272 East 54<sup>th</sup> Avenue**

On June 10, 2010, Council approved an application to re-classify the captioned property from Category B to Category A of Table 1 of Schedule A to the Subdivision By-law. The attached by-law implements Council's resolution.

Director of Legal Services  
July 6, 2010





2272 East 54<sup>th</sup> Avenue

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

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

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

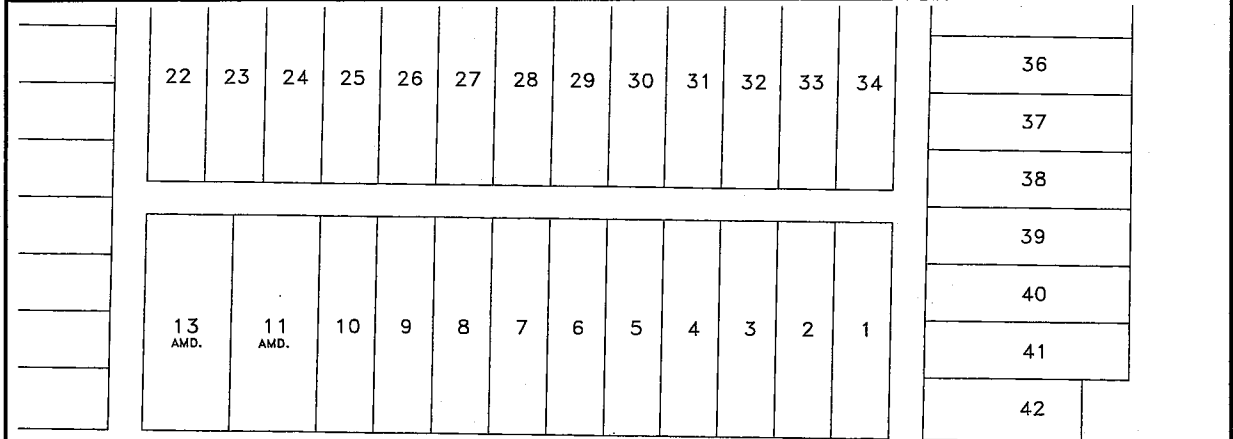
1. Council amends Table 1 of Schedule A to the Subdivision By-law in accordance with the plan labeled Schedule A and attached to and forming part of this By-law by reclassifying the property shown in black outline on that plan, from Category B to Category A in accordance with the explanatory legends, notations, and references incorporated thereon.
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

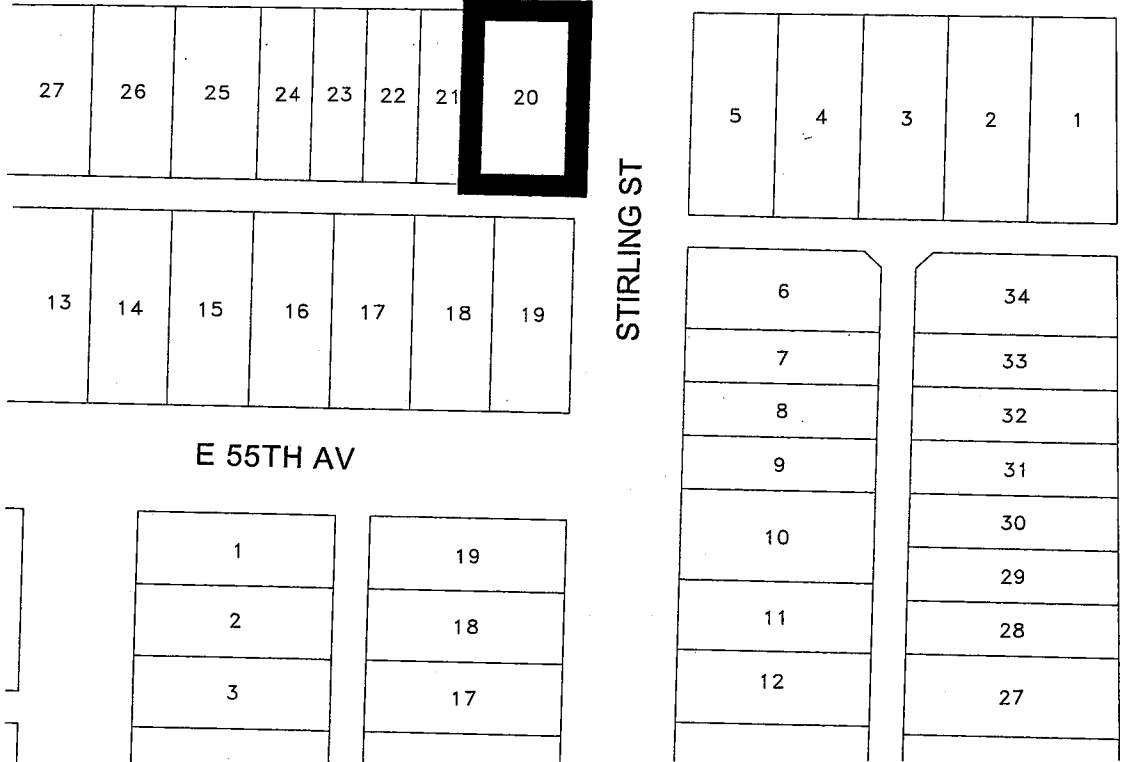
\_\_\_\_\_  
City Clerk

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



E 54TH AV

*Site*



E 55TH AV

STIRLING ST

NANAIMO ST

The property outlined in black ( **█** ) is reclassified from Category B to Category A on the RS-1/RS-3/RS-3A/RS-5/RS-6 maps forming part of Schedule A of the Subdivision By-law

2272 East 54th Avenue

map: 1 of 1  
 scale: NTS



City of Vancouver

**EXPLANATION****A By-law to amend the Zoning and Development By-law  
re 6708 - 6776 Granville Street**

On January 21, 2010, following the public hearing on January 19, 2010, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 6708 - 6776 Granville 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  
July 6, 2010



6708 - 6776 Granville 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-619(a) 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 (485).

2.2 Subject to approval by Council of the form of development, to all conditions, guidelines and policies adopted by Council, and to the conditions set out in this By-law or in a development permit, the only uses permitted within CD-1 (485) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

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

**Density**

3.1 Computation of floor area must assume that the site consists of 4 695 m<sup>2</sup>, 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 number of dwelling units on the site must not exceed 35.

3.3 The floor space ratio must not exceed 1.0.

3.4 Computation of floor space ratio must include:

- (a) all floors, including earthen floor, measured to the extreme outer limits of the building;
- (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; and
- (c) where the distance from a floor to the floor above or, where there is no floor above to the top of the roof joists, exceeds 3.7 m, an amount equal to the area of the floor below the excess height.

3.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all exclusions must not exceed 8% of the permitted residential floor area;
- (b) patios and roof gardens if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors 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, which are:
  - (i) at or below the base surface, or
  - (ii) in the case of off-street parking, above the base surface in an accessory building in the rear yard;
- (d) areas of undeveloped floors located:
  - (i) above the highest storey or half-storey and to which there is no permanent means of access other than a hatch,
  - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m, or
  - (iii) under covered verandas or porches as described in subsection (f), and to which there is no permanent means of access;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m<sup>2</sup> for a dwelling unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) covered verandas or porches if:
  - (i) they are at the basement or first storey,
  - (ii) that portion facing the street or rear property line is open or protected by partial walls or guard rails, the height of which must not exceed the minimum specified in the Building By-law,
  - (iii) the total area of such exclusions does not exceed 5% of the permitted floor area, and
  - (iv) the ceiling height, including roof structures, of the total area of such exclusions does not exceed 3.1 m measured from the porch floor;
- (g) where a Building Envelope Professional as defined in the Building By-law has recommended exterior walls greater than 152 mm in thickness, the area of the walls exceeding 152 mm, but to a maximum exclusion of 152 mm thickness; and
- (h) 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.

3.6 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board trellises and other garden structures which support the use of intensive green roofs, roof top gardens, and urban agriculture.

### **Building height**

4. The height of the principal buildings must not exceed 10.7 m measured from base surface.

### **Setbacks**

5. The setback of each building must be at least:
- (a) 4.9 m from the west front yard property line;
  - (b) 4.9 m from the east rear yard property line;

- (c) 2.4 m from the north side yard property line; and
- (d) 3.6 m from the south side yard property line.

### **Daylight**

- 6.1 Each habitable room must have at least one window on an exterior wall of a building.
- 6.2 A habitable room referred to in section 6.1 does not include:
  - (a) a bathroom; or
  - (b) a kitchen whose floor area is the lesser of:
    - (i) less than 10% of the total floor area of the dwelling unit, or
    - (ii) less than 9.3 m<sup>2</sup>.

### **Parking and bicycle spaces**

7. 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 and bicycle spaces, all as defined under the Parking By-law, except that there must be:

- (a) at least one parking space for each 100 m<sup>2</sup> of gross floor area up to 1.25 parking spaces for each dwelling unit;
- (b) no more than the lesser of the:
  - (i) minimum required parking spaces plus 0.5 parking spaces for each dwelling unit, and
  - (ii) 1.8 parking spaces for each dwelling unit;
- (c) at least 0.1 parking spaces visitor parking spaces for each dwelling unit;
- (d) no more than 0.2 parking spaces for each dwelling unit; and
- (e) 0.03 shared vehicle parking spaces for each dwelling unit;

unless any amendment to the Parking By-law results in a lesser requirement in which case the lesser requirement is to apply.

**Acoustics**

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

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

**Severability**

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

**Force and effect**

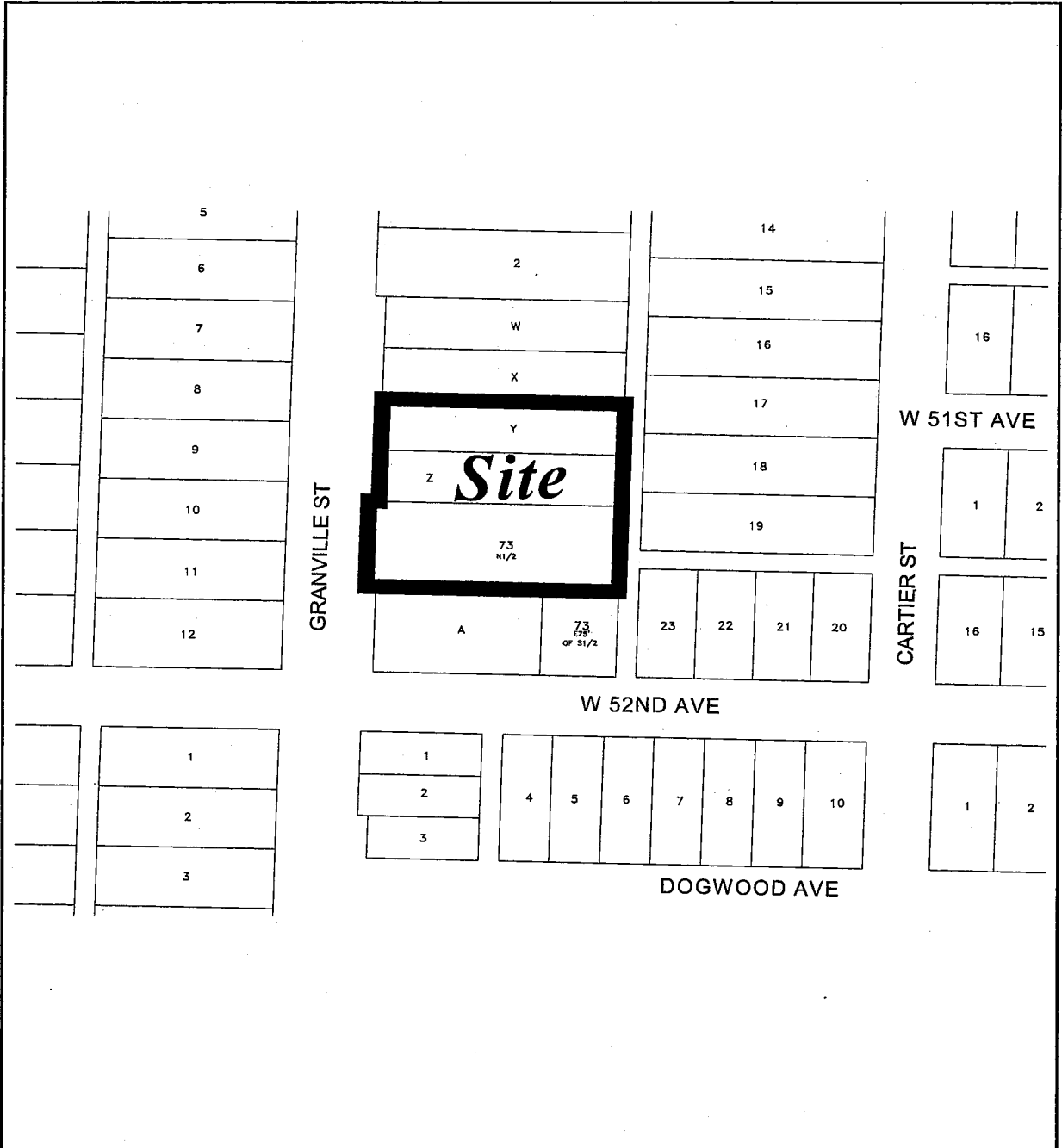
10. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2010

\_\_\_\_\_  
Mayor

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





The property outlined in black (  ) is rezoned:

From **RS-1** to **CD-1**

**Z-619 (a)**

RZ - 6708-6776 Granville Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: 2009-12-18

**EXPLANATION****Subdivision By-law No. 5208 amending by-law  
re 6708 - 6776 Granville Street**

Enactment of the attached by-law will delete 6708 - 6776 Granville Street from the maps forming part of Schedule A of the Subdivision By-law, and implement Council's resolution of January 21, 2010 dealing with the rezoning of the property, and is consequential to the rezoning of the property.

Director of Legal Services  
July 6, 2010

6708 - 6776 Granville 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:

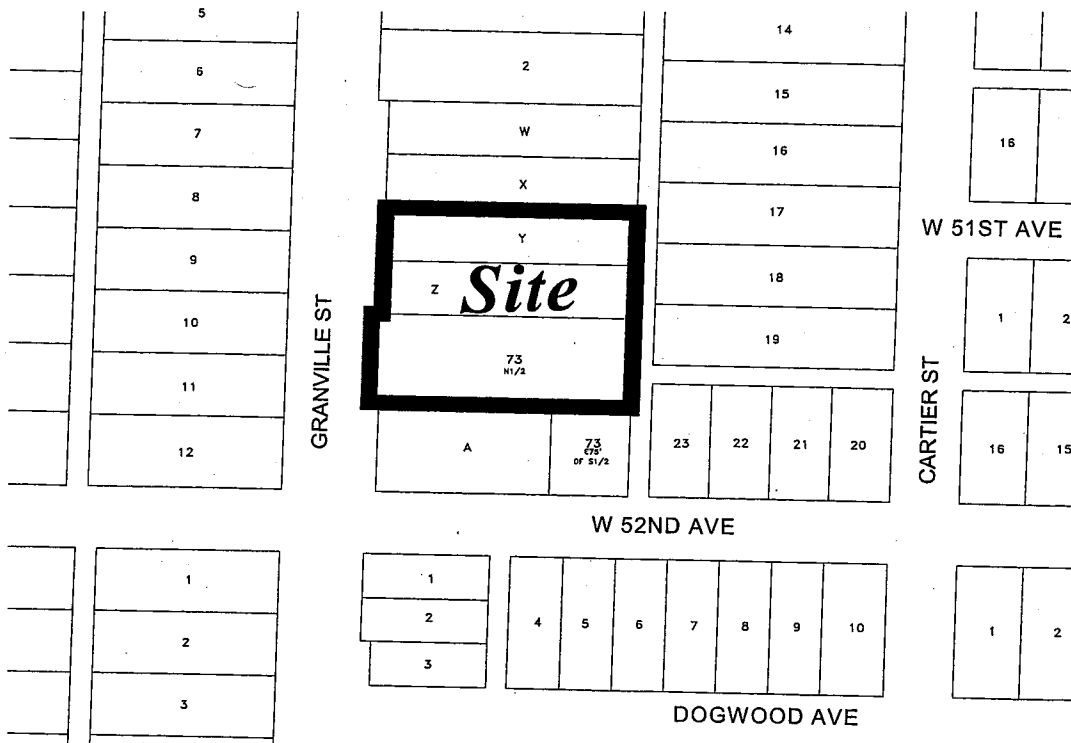
1. Council amends Schedule A to the Subdivision By-law in accordance with the plan labelled Schedule A and attached to and forming part of this By-law by deleting therefrom the properties shown in black outline on Schedule A to this By-law in accordance with the explanatory legends, notations, and references 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 - 6708-6776 Granville Street

map: 1 of 1  
 scale: NTS

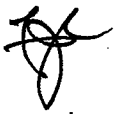


**City of Vancouver**

**EXPLANATION****A By-law to amend  
Zoning and Development By-law No. 3575  
re miscellaneous text amendments**

After the public hearing on June 22, 2010, Council resolved to amend the Zoning and Development By-law to make text amendments regarding demolition of residential rental units in "C" districts. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
July 6, 2010



Amendment regarding demolition of residential rental buildings in C districts

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

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

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

1. In the Zoning and Development By-law, in subsection 10.12.3(a), Council strikes out "C,".
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 2967 Grandview Highway**

On June 22, 2010, following the public hearing, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 2967 Grandview Highway. The Director of Planning has advised that there are no prior-to conditions, and enactment of the attached by-law will implement Council's resolution.

Director of Legal Services  
July 6, 2010



2967 Grandview Highway

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-622(a) 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 (486).

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 (486) and the only uses for which the Director of Planning or Development Permit Board will issue development permits are:

- (a) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Chemicals or Chemical Products Manufacturing - Class B, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Machinery or Equipment Manufacturing, Metal Products Manufacturing - Class B, Miscellaneous Products Manufacturing - Class B, Motor Vehicle Parts Manufacturing, Non-metallic Mineral Products Manufacturing - Class B, Paper Products Manufacturing, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, Transportation Equipment Manufacturing, and Wood Products Manufacturing - Class B;
- (b) Office Uses, limited to General Office, but not including offices of accountants, lawyers, notaries public, and real estate, advertising, insurance, travel and ticket agencies;



- (c) Retail Uses, limited to Furniture or Appliance Store, Gasoline Station - Full Serve, Gasoline Station - Split Island, Retail Store except for clothing sales, and Vehicle Dealer;
- (d) Service Uses, limited to Animal Clinic, Auction Hall, Catering Establishment, Laboratory, Laundry or Cleaning Plant, Motor Vehicle Repair Shop, Motor Vehicle Wash, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Production or Rehearsal Studio, Repair Shop - Class A, Repair Shop - Class B, School - Vocational or Trade, Sign Painting Shop, and Work Shop;
- (e) Transportation and Storage Uses, limited to Cold Storage Plant, Mini-Storage Warehouse, Packaging Plant, Storage Warehouse, Storage Yard, Taxicab or Limousine Station, Truck Terminal or Courier Depot, Weighing or Inspection Station, and Works Yard;
- (f) Utility and Communication Uses, limited to Public Utility on a site not less than 61.0 m from any R district, Radiocommunication Station, and Recycling Depot;
- (g) Wholesale Uses, limited to Cardlock Fuel Station, Junk Yard or Shop, Lumber and Building Materials Establishment, Wholesaling - Class A, and Wholesaling - Class B; and
- (h) Accessory Uses customarily ancillary to the uses listed in this section 2.2, except that:
  - (i) the total area of all accessory uses must not exceed 33 1/3 per cent of gross floor area of the principal and accessory uses combined, and
  - (ii) a wall must separate the floor area in accessory uses accessible to the general public from the floor area in other uses.

### Conditions of use

3. Each retail store and furniture or appliance store must consist of at least 929 m<sup>2</sup> of gross floor area.

### Density

4.1 Computation of floor area must assume that the site consists of 4 770.38 m<sup>2</sup>, being the site size at the time of the application for the rezoning evidenced by this By-law, and before any dedications.

4.2 The floor space ratio for all uses combined must not exceed 0.51.

4.3 All general office uses, combined, must not exceed the greater of 235 m<sup>2</sup> or 33 1/3 per cent of the total gross floor area of all principal and accessory uses combined.

4.4 Computation of floor space ratio must include all floors of all buildings, including accessory buildings, both above and below ground, measured to the extreme outer limits of the building.

4.5 Computation of floor space ratio must exclude:

- (a) open residential balconies or sundecks and any other appurtenances which, in the opinion of the Director of Planning, are similar to the foregoing, except that the total area of all such exclusions must not exceed 8 per cent of the residential floor area;
- (b) patios and roof gardens for residential use, only if the Director of Planning first approves the design of sunroofs and walls;
- (c) the floors or portions of floors 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, which are:
  - (i) at or below the base surface except that the exclusion for a parking space must not exceed 7.3 m in length, or
  - (ii) in the case of off-street parking, above the base surface in an accessory building in the rear yard except that the exclusion for a parking space must not exceed 7.3 m in length;
- (d) 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 is not to apply to walls in existence before March 14, 2000; and
- (e) 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 subsection (ii) of this section meets the standards set out therein.

**Building height**

5. The building height, measured above base surface, must not exceed 9.1 m.

**Setbacks**

6. Setbacks must be provided in accordance with Schedule C to the Zoning and Development By-law.

**Parking, loading, bicycle, and passenger spaces**

7. 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, bicycle spaces, and passenger spaces, all as defined under the Parking By-law, except that:

- (a) there must be at least one parking space for every 145 m<sup>2</sup> of the first 290 m<sup>2</sup> gross floor area, and at least one parking space for every 93 m<sup>2</sup> gross floor area thereafter, except that the total number of parking spaces must not exceed one parking space per 55 m<sup>2</sup> of the total gross floor area; and
- (b) there must be at least 23 parking spaces and two Class C loading spaces for any Furniture or Appliance Store use in the building existing on the site at the time of enactment of this By-law.

**Severability**

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

**Force and effect**

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

ENACTED by Council this                      day of                      , 2010


\_\_\_\_\_  
Mayor

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



The property outlined in black (  ) is rezoned:  
 From **I-2** to **CD-1**

**Z-622 (a)**

<p><b>RZ - 2967 Grandview Highway</b></p>	<p>map: 1 of 1 scale: NTS</p>	
<p><b>City of Vancouver</b></p>	<p>date: 2010-05-27</p>	