

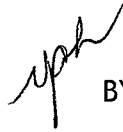
EXPLANATION

Heritage Designation By-law
Re: 1784 East 14th Avenue

At a public hearing on March 15, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 1784 East 14th Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
April 5, 2011

1784 East 14th Avenue
The John Tibb House



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and
exterior envelope of
the improvements
and exterior building
materials of
The John Tibb House

1784 East 14th Avenue

Parcel Identifier: 014-726-688
Lot 14
Block 169
District Lot 264A NWD of
Lot C & PL 17 71

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 _____, 2011

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 620 Keefer Street

At a public hearing on March 15, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 620 Keefer Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
April 5, 2011

620 Keefer Street
The Bezzasso House



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior envelope of the improvements and exterior building materials of The Bezzasso House	620 Keefer Street	Parcel Identifier: 015-566 129 Lot 4 Block 84 District Lot 196 Plan 196
		Parcel Identifier: 015-566-161 The West ½ of Lot 5 Block 84 District Lot 196 Plan 196

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 _____, 2011

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 601 East Pender Street

At a public hearing on March 15, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 601 East Pender Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
April 5, 2011

601 East Pender Street
The Kemp House (1908)



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and
exterior envelope of
the improvements
and exterior building
materials of
The Kemp House
(1908)

601 East Pender Street

Parcel Identifier: 015-576-621
Lot 31
Block 68
District Lot 196
Plan 196

Parcel Identifier: 015-576-639
Lot 32
Block 68
District Lot 196
Plan 196

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 _____, 2011

Mayor

City Clerk

EXPLANATION

Heritage Designation By-law
Re: 430 Princess Street

At a public hearing on March 15, 2011, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials, of a building at 430 Princess Street as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services
April 5, 2011

430 Princess Avenue
The Kemp House (1902)



BY-LAW NO. _____

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

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

1. Council considers that the real property described as:

Structure and exterior envelope of the improvements and exterior building materials of The Kemp House (1902)	430 Princess Avenue	Parcel Identifier: 015-576-621 Lot 31 Block 68 District Lot 196 Plan 196
		Parcel Identifier: 015-576-639 Lot 32 Block 68 District Lot 196 Plan 196

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 _____, 2011

Mayor

City Clerk

EXPLANATION

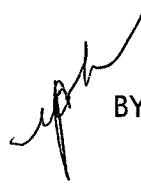
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**A By-law to authorize Council entering into a
Heritage Revitalization Agreement with the Owner of
Heritage Property at 601 East Pender, The Kemp House (1908)
and at 430 Princess Street, The Kemp House (1902)**

At a public hearing on March 15, 2011, Council approved a recommendation to enter into a Heritage Revitalization Agreement with the owner of heritage property at 601 East Pender and 430 Princess Street. 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
April 5, 2011

601 East Pender Street
The Kemp House (1908)
and
430 Princess Street
The Kemp House (1902)

 BY-LAW NO. _____

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

PREAMBLE

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

Certain property bearing the civic addresses of 601 East Pender Street and 430 Princess Street, and the following legal description:

Parcel Identifier: 015-576-621
Lot 31
Block 68
District Lot 196
Plan 196
and
Parcel Identifier: 015-576-639
Lot 32
Block 68
District Lot 196
Plan 196

contains two heritage buildings (hereinafter "The Kemp House(1908)" and "The Kemp House (1902)"); and

Council is of the opinion that The Kemp House (1908) and The Kemp House (1902) have sufficient heritage value to justify their conservation, and Council and the owner of the property have agreed to facilitate such conservation, by agreeing to the terms and conditions set out in the attached Heritage Revitalization Agreement.

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

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

ENACTED by Council this _____ day of _____, 2011

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 23 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)
015-576-621	Lot 31 Block 68 District Lot 196 Plan 196
015-576-639	Lot 32 Block 68 District Lot 196 Plan 196

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):*

DAWN CATHERINE BRINKMAN, as to an undivided 1/2 interest
DIRK BRINKMAN, as to an undivided 1/2 interest
THE TORONTO-DOMINION BANK, 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	
_____				DAWN CATHERINE BRINKMAN
(Solicitor)				_____
_____				_____
(Solicitor)				

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/> (Solicitor) (as to all signatures)				THE TORONTO-DOMINION BANK, by its authorized signatory(ies): <hr/> Print Name: <hr/> Print Name:
<hr/> Bruce T. Quayle Solicitor 453 West 12 th Avenue Vancouver, BC, V5Y 1V4 Tel: 604-871-6545				CITY OF VANCOUVER by its authorized signatory: <hr/>

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

* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.
** If space insufficient, continue executions on additional page(s) in Form D.

**LAND TITLE ACT
FORM E
SCHEDULE**

Enter the Required Information in the Same Order as the Information Must Appear on the Freehold Transfer Form, Mortgage Form or General Document Form.

3. NATURE OF INTEREST:*

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2 , pages 8-12	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA1363608	page 23	Transferee
Section 219 Covenant	Article 3 , pages 13-17	Transferee
Priority Agreement granting above Section 219 Covenant priority over Mortgage CA1363608	page 23	Transferee
Statutory Right of Way	Article 4, page 17	Transferee
Priority Agreement granting above Statutory Right of Way priority over Mortgage CA1363608	page 23	Transferee
Equitable Charge	Article 6, page 18	Transferee
Priority Agreement granting above Equitable Charge priority over Mortgage CA1363608	page 23	Transferee

TERMS OF INSTRUMENT - PART 2
Heritage Revitalization Agreement

WHEREAS:

- A. The Owner (as defined below herein) is the registered owner of two parcels of land adjacent to each other at 430 Princess Avenue and 601 East Pender Street in the City of Vancouver (the "Lands"), on which, straddling the common property line between them are two residential buildings, known as the "The Kemp House (1902)" and "The Kemp House (1908)" which are considered to be of heritage value (together, the "Heritage Buildings").
- B. The Owner wishes to modify and develop the Lands by:
- (i) consolidating and then subdividing them to create one separate parcel of land for each of the Heritage Buildings;
 - (ii) modifying both Heritage Buildings; and
 - (iii) rehabilitating and conserving both Heritage Buildings,
- and, under applications no.DE414032 and DE414437, has applied to the City for a development permit for that purpose (the "DP Applications").
- C. In exchange for various City bylaw variations needed to for the proposed projects as contemplated under the DP Applications, the Owner proposes to enter into a heritage revitalization agreement with the City for the rehabilitation and conservation of the Heritage Buildings and to accept the designations of the Heritage Buildings as protected heritage properties under the provisions of the *Vancouver Charter* SBC 1953 c.55.

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

ARTICLE 1
DEFINITIONS

- 1.1 Definitions. In this agreement, unless explicitly used differently elsewhere herein, the terms defined in this section have the meanings given to them here:
- (a) "City" means the municipality of the City of Vancouver continued under the *Vancouver Charter* and "City of Vancouver" means its geographic location and area;
 - (b) "City's bank of record" means the main bank or other financial institution the City uses for its banking activities;
 - (c) "date of this agreement" means the date it is registered and noted on title to the Lands;

- (d) **“Director of Planning”** means the chief administrator from time to time of the City’s Planning Department and his or her successors in function and their respective nominees;
- (e) **“DP Applications”** has the meaning given in the introductory paragraphs above herein;
- (f) **“Heritage Buildings”** has the meaning given above in the introductory paragraphs hereto;
- (g) **“Heritage Consultant”** means an independent, heritage buildings rehabilitation and conservation expert, knowledgeable and experienced in and duly qualified for planning and supervising rehabilitation and conservation work for heritage buildings;
- (h) **“Heritage Designation”** means the City’s designation of the Heritage Buildings as protected heritage properties pursuant to section 593 of the *Vancouver Charter*;
- (i) **“Kemp House (1902)”** has the meaning given in the introductory paragraphs above herein;
- (j) **“Kemp House (1902) Conservation Plan”** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and explicitly accepted by the City for the rehabilitation and conservation of the Kemp House (1902);
- (k) **“Kemp House (1902) Development Permits”** means any and all development, building and/or heritage alteration permits the City issues in respect of the modification and/or rehabilitation of the Kemp House (1902) as contemplated in connection with the DP Applications, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (l) **“Kemp House (1902) Heritage Designation”** means the City’s designation under the provisions of the *Vancouver Charter* of the Kemp House (1902) as a protected heritage property;
- (m) **“Kemp House (1902) Permit Date”** means the date upon which the City, after this agreement is duly registered on title to the Lands, first issues a development permit, building permit and/or heritage alteration permit for the modification and/or rehabilitation of the Kemp House (1902) as contemplated under this agreement and the DP Applications;
- (n) **“Kemp House (1902) Rehabilitation Work”** has the meaning given below in Article 2 hereof;
- (o) **“Kemp House (1908)”** has the meaning given in the introductory paragraphs above herein;
- (p) **“Kemp House (1908) Conservation Plan”** means a written plan and guidelines prepared by and/or under the supervision of a Heritage Consultant and

explicitly accepted by the City for the rehabilitation and conservation of the Kemp House (1908);

- (q) **“Kemp House (1908) Heritage Designation”** means the City’s designation under the provisions of the *Vancouver Charter* of the Kemp House (1908) as a protected heritage property;
- (r) **“Kemp House (1908) Permit Date”** means the date upon which the City, after this agreement is duly registered on title to the Lands, first issues a building permit and/or heritage alteration permit for the rehabilitation and modification of the Kemp House (1908) as contemplated under this agreement and the DP Applications;
- (s) **“Kemp House (1908) Development Permits”** means any and all development, building and/or heritage alteration permits the City issues in respect of the modification and/or rehabilitation of the Kemp House (1908) and the New 630 East Pender Street Parcel as contemplated in connection with the DP Applications or otherwise, as such permit(s) may be modified or amended from time to time, including, without limitation, all final reports, plans, drawings and specifications relating thereto;
- (t) **“Kemp House (1908) Rehabilitation Work”** has the meaning given below in Article 3 hereof;
- (u) **“Lands”** means the Lands as defined above in the introductory paragraphs hereto and any other parcels of land into which the Lands may at any time in any way be consolidated or subdivided;
- (v) **“Land Title Act”** means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (w) **“New 430 Princess Avenue Parcel”** means the parcel of land to be created on consolidation and subdivision of the Lands as contemplated in connection with the DP Applications, upon which, by itself, after such consolidation and subdivision, the Kemp House (1902) will be situated;
- (x) **“New 601 East Pender Street Parcel”** means the parcel of land to be created by consolidation and subdivision of the Lands, as contemplated in relation to the DP Applications, upon which, by itself, after such consolidation and subdivision, the Kemp House (1908) will be situated;
- (y) **“Owner”** means the registered owner or owners of the Lands or either of the Lands, as the context may require;
- (z) **“rehabilitate” “rehabilitation”** means the planning and carrying out of building restoration, rehabilitation, construction and conservation work to restore, upgrade, improve and conserve the structure, support and heritage characteristics and features of a heritage building or other heritage resource so as to revitalize it, extend its life and conserve it as such;
- (aa) **“Vancouver Charter”** means the *Vancouver Charter*, S.B.C. 1953, c.55, as amended from time to time, and any and all replacements thereof or any

statute enacted in substitution thereof and all regulations applicable thereto and any amendments, replacements and substitutions thereof;

ARTICLE 2
SECTION 219 COVENANT
Kemp House (1902)

2.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that, to the satisfaction of the Director of Planning:

- (a) the Owner, at his, her or its expense, within 24 months after the date this agreement gets registered on title to the Lands, will rehabilitate or cause the rehabilitation of the Kemp House (1902) and will do so in accordance with this agreement, the Kemp House (1902) Development Permits and the Kemp House (1902) Conservation Plan (the “Kemp House (1902) Rehabilitation Work”);
- (b) the Owner, at his, her or its expense, will ensure that a Heritage Consultant supervises the Kemp House (1902) Rehabilitation Work;
- (c) the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Kemp House (1902) Rehabilitation Work, the Kemp House (1902) is secure from vandalism and occupation by squatters;
- (d) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Kemp House (1902) insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Kemp House (1902) Rehabilitation Work as required by this agreement, the Owner, at his, her or its expense, will cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Kemp House (1902) Rehabilitation Work has been completed in accordance with the Kemp House (1902) Conservation Plan;
- (f) the Owner will not and will not suffer or permit any other person to in any way use or occupy the Kemp House (1902) or any part of it at any time after this agreement gets registered on title to the Lands, unless and until:
 - (i) the City has issued a new occupancy permit(s) therefor; and
 - (ii) the Kemp House (1902) Rehabilitation Work has been completed; and
 - (iii) the City has given the Owner an written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Kemp House (1902) Rehabilitation Work has been completed;
- (g) 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 the Kemp House (1902) may be ready for occupancy, the City will be under no obligation to issue any occupancy permit for the Kemp House (1902) or any part of it at any time after this agreement is registered on title to the Lands, until:

- (i) the Kemp House (1902) Rehabilitation Work has been completed;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Kemp House (1902) Rehabilitation Work has been completed in accordance with the Kemp House (1902) Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Kemp House (1902) Rehabilitation Work has been completed;
- (h) the Owner, at his, her or its expense, will do all things reasonably necessary at all times to conserve the heritage characteristics of the Kemp House (1902) and, in any event, to keep it in good condition in all respects as would a reasonable and prudent owner thereof;
- (i) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration of the Kemp House (1902) in any way except as may be permitted by this agreement, the Kemp House (1902) Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (j) the Owner will not at any time and will not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at his, her or its expense, may attach to the Kemp House (1902) pursuant to the statutory right of way granted to it herein;
- (k) if at any time for any reason the Kemp House (1902) is damaged in any way or destroyed, the Owner, at his, her or its expense, and to the City's satisfaction, will repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at his, her or its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Kemp House (1902), as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Kemp House (1902) Heritage Designation, the estimated value of the Lands or New 430 Princess Avenue Parcel, as the case may be, under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Kemp House (1902), failing which the matter in all respects will be determined by arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55, except that regardless of the outcome of any such arbitration the Owner will pay the City its actual costs of such arbitration, and if the Owner and the City agree or if in arbitration it is determined that it would be

uneconomical for the Owner to be required to repair or replicate the Kemp House (1902), then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Kemp House (1902) and will discharge this agreement from title to the New 430 Princess Avenue Parcel and the Owner may request of the City's Mayor and Council that the Kemp House (1902) Heritage Designation be cancelled; and

- (l) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Kemp House (1902) Heritage Designation will result in restrictions with respect to the future use and development of and therefore may affect the value of the Heritage Lands, the Owner has received full and fair compensation for this agreement and the Kemp House (1902) Heritage Designation and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Kemp House (1902) Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner 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 this agreement and/or the Kemp House (1902) Heritage Designation, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

2.2 The City may revoke at anytime any occupancy permit(s) issued for the Kemp House (1902) prior to completion of the Kemp House (1902) Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of the Kemp House (1902) vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Kemp House (1902) in contravention of such revocation, this agreement and any applicable City bylaws, the City may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Kemp House (1902) is vacated and unoccupied in accordance with this agreement.

2.3 Notwithstanding the occupancy restrictions set out above in respect of the Kemp House (1902) the City, in its discretion, may issue occupancy permits for and on that basis the Owner may occupy it prior to the time that the Kemp House (1902) Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for an occupancy permit(s) and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;
- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Kemp House (1902) Rehabilitation Work;

- (d) all legal requirements for occupancy permits for the Kemp House (1902) have been fulfilled;
- (e) the Owner has provided to the City a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Kemp House (1902) Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permit(s) is not in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Kemp House (1902); and
- (g) the City is satisfied that the Kemp House (1902) Rehabilitation Work is being carried out diligently.

2.4 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City 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, to the City's full satisfaction, completed all of its obligations under this agreement.

2.5 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act 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, in the City's opinion, has not been diligently carrying out the Kemp House (1902) Rehabilitation Work; or
- (d) the City undertakes all or any part of the Kemp House (1902) Rehabilitation Work pursuant to this agreement.

2.6 If at anytime, in default under this agreement, the Owner fails to carry out the Kemp House (1902) Rehabilitation Work as required hereby, and if the Owner fails to rectify any such default after 30 days notice from the City to do so, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

2.7 The bylaw variations contained in this agreement, as they will apply to the Kemp House (1902), may be made use of only in connection with the Kemp House (1902) as it exists as of the date this agreement is registered on title to the Lands and in connection with the rehabilitation, modification and conservation of the Kemp House (1902) as contemplated by this agreement and the DP Applications.

2.8 The City, at the expense and within a reasonable time of a request from the Owner, after the New 601 East Pender Street Parcel and the New 430 Princess Avenue Parcel are created as contemplated in connection with the DP Applications, will discharge from title to the New 601 East Pender Street Parcel the section 219 covenant contained in this Article of this agreement.

ARTICLE 3
SECTION 219 COVENANT
Kemp House (1908)

3.1 Pursuant to Section 219 of the *Land Title Act*, the Owner covenants and agrees, as a covenant and agreement running with, charging and binding the Lands, that, to the satisfaction of the Director of Planning:

- (a) the Owner, at his, her or its expense, within 24 months after the Kemp House (1908) Permit Date, will rehabilitate or cause the rehabilitation of the Kemp House (1908) and will do so in accordance with this agreement, the Kemp House (1908) Development Permits and the Kemp House (1908) Conservation Plan (the “**Kemp House (1908) Rehabilitation Work**”);
- (b) the Owner, at his, her or its expense, will ensure that a Heritage Consultant supervises the Kemp House (1908) Rehabilitation Work;
- (c) the Owner, at his, her or its expense, will ensure that, at all times during the carrying out of the Kemp House (1908) Rehabilitation Work, the Kemp House (1908) is secure from vandalism and occupation by squatters;
- (d) at all times after and while this agreement is registered on title to the Lands, the Owner, at his, her or its expense, will keep the Kemp House (1908) insured to its full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Kemp House (1908) Rehabilitation Work as required by this agreement, the Owner, at his, her or its expense, will cause a Heritage Consultant to submit to the Director of Planning, a signed statement stating explicitly that the Kemp House (1908) Rehabilitation Work has been completed in accordance with the Kemp House (1908) Conservation Plan;
- (f) the Owner will not and will not suffer or permit any other person to in any way use or occupy the Kemp House (1908) or any part of it at any time after the Kemp House (1908) Permit Date, unless and until:
 - (i) the City has issued a new occupancy permit(s) therefor;
 - (ii) the Kemp House (1908) Rehabilitation Work has been completed; and
 - (iii) the City has given the Owner an written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Kemp House (1908) Rehabilitation Work has been completed;
- (g) 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 Kemp House (1908) or any part of it at any time after the Kemp House (1908) Permit Date, until:

- (i) the Kemp House (1908) Rehabilitation Work has been completed;
 - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning a signed written statement prepared by a Heritage Consultant stating explicitly that the Kemp House (1908) Rehabilitation Work has been completed in accordance with the Kemp House (1908) Conservation Plan; and
 - (iii) the City has given the Owner a written notice or confirmation by which the City explicitly accepts or confirms its acceptance that the Kemp House (1908) Rehabilitation Work has been completed;
- (h) the Owner, at his, her or its expense, will do all things reasonably necessary at all times to conserve the heritage characteristics of the Kemp House (1902) and, in any event, to keep it in good condition in all respects as would a reasonable and prudent owner thereof;
- (i) except for maintenance and repair work, the Owner will not and will not suffer or permit anyone else to do anything at anytime to renovate, alter, modify or reconfigure or that will result in any alteration, modification or reconfiguration to or of the Kemp House (1908) in any way except as may be permitted by this agreement, the Kemp House (1908) Conservation Plan and/or any development and/or heritage alteration permits issued by the City;
- (j) the Owner will not at any time and will not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove in any way any heritage related commemorative plaque the City, at his, her or its expense, may attach to the Kemp House (1902) pursuant to the statutory right of way granted to it herein;
- (k) if at any time for any reason the Kemp House (1908) is damaged in any way or destroyed, the Owner, at his, her or its expense, and to the City's satisfaction, will repair it or replace it with a replica building, except that if the Owner *bona fide* believes that to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish it as damaged or wishes not to replicate it, as the case may be, the Owner, at his, her or its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, but taking into consideration only land related economic factors, such as, for example, but without limitation, the estimated cost to repair or replicate the Kemp House (1908), as the case may be, the anticipated market value of the repaired or replicated building, the incentives given by the City for this agreement and the Kemp House (1908) Heritage Designation, the estimated value of the Lands or New 601 East Pender Street Parcel, as the case may be, under the zoning otherwise applicable thereto, after which the City and the Owner, together, on the basis of that analysis, will determine whether in the circumstances it would be uneconomical to repair or replicate the Kemp House (1908), failing which the matter in all respects will be determined by

arbitration in accordance with the provisions of the *Commercial Arbitration Act* RSBC 1996 c. 55, expect that regardless of the outcome of any such arbitration the Owner will pay the City its actual costs of such arbitration, and if the Owner and the City agree or if in arbitration it is determined that it would be uneconomical for the Owner to be required to repair or replicate the Kemp House (1908), then, by explicit written notification, the City will consent to the Owner's wish to not repair or replicate the Kemp House (1908) and will discharge this agreement from title to the New 601 East Pender Street Parcel and the Owner may request of the City's Mayor and Council that the Kemp House (1908) Heritage Designation be cancelled; and

- (l) the Owner acknowledges and agrees that, notwithstanding that this agreement and the Kemp House (1908) Heritage Designation will result in restrictions with respect to the future use and development of and therefore may affect the value of the Heritage Lands, the Owner has received full and fair compensation for this agreement and the Kemp House (1908) Heritage Designation and the Owner hereby waives and renounces any and all claims for any further or other compensation by reason of this agreement and/or the Kemp House (1908) Heritage Designation and acknowledges and agrees that the requirements of Section 595(1) of the *Vancouver Charter* SBC 1953 c.55 have been fully satisfied, and the Owner hereby releases the City and its officials, officers, employees and agents from any liability for any loss, injury, damage or expense of any kind the Owner may suffer, incur or experience and the Owner 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 this agreement and/or the Kemp House (1908) Heritage Designation, and the release and promise of indemnification contained in this paragraph will survive discharge and termination of this agreement.

3.2 The City may revoke at anytime any occupancy permit(s) issued for the Kemp House (1908) prior to completion of the Kemp House (1908) Rehabilitation Work, unless such occupancy permit(s) was obtained in accordance with this agreement, and in such circumstances the Owner, on reasonable notice from the City, will ensure that anyone occupying any part of the Kemp House (1908) vacates it immediately on such revocation of occupancy permit(s), and if anyone continues to occupy any portion of any part of the Kemp House (1908) in contravention of such revocation, this agreement and any applicable City bylaws, the City may pursue all remedies available to it, including, without limitation, injunctive relief, to ensure that the Kemp House (1908) is vacated and unoccupied in accordance with this agreement.

3.3 Notwithstanding the occupancy restrictions set out above in respect of the Kemp House (1908) the City, in its discretion, may issue occupancy permits for and on that basis the Owner may occupy it prior to the time that the Kemp House (1908) Rehabilitation Work is completed in accordance herewith, provided:

- (a) the Owner duly applies to the City for an occupancy permit(s) and pays all fees required therefor;
- (b) this agreement has been fully registered in the Land Title Office to the City's satisfaction;

- (c) the City has issued a building permit and/or heritage alteration permit in respect of the Kemp House (1908) Rehabilitation Work;
- (d) all legal requirements for occupancy permits for the Kemp House (1908) have been fulfilled;
- (e) the Owner has provided to the City a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Kemp House (1908) Rehabilitation Work, with such estimate to be made in writing by the Consultant and explicitly accepted in writing by the City;
- (f) the Owner, at the time of application for any such occupancy permit(s) is not in breach of any of its obligations under this agreement or any other agreement between the City and the Owner with respect to the Kemp House (1908); and
- (g) the City is satisfied that the Kemp House (1908) Rehabilitation Work is being carried out diligently.

3.4 All letters of credit required under this Article will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City 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, to the City's full satisfaction, completed all of its obligations under this agreement.

3.5 The City may call upon the letter or letters of credit provided to it pursuant to the preceding paragraphs herein and apply the proceeds therefrom for any purpose and in any manner it may choose, if:

- (a) the bank issuing the letter of credit refuses to extend or renew the expiry date of the letter of credit;
- (b) the Owner becomes insolvent or commits any act 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, in the City's opinion, has not been diligently carrying out the Kemp House (1908) Rehabilitation Work; or
- (d) the City undertakes all or any part of the Kemp House (1908) Rehabilitation Work pursuant to this agreement.

3.6 If at anytime, in default under this agreement, the Owner fails to carry out the Kemp House (1908) Rehabilitation Work as required hereby, and if the Owner fails to rectify any such default after 30 days notice from the City to do so, the City, on the Owner's behalf and at the Owner's expense, may, but will be under not be obligated to, rectify the Owner's default.

3.7 The bylaw variations contained in this agreement, as they will apply to the New 601 East Pender Street Parcel, may be made use of only in connection with the Kemp House

(1908) as it exists as of the date this agreement is registered on title to the Lands and in connection with the rehabilitation, modification and conservation of it as contemplated by this agreement and the DP Applications.

3.8 The City, at the expense and within a reasonable time of a request from the Owner, after the New 601 East Pender Street Parcel and the New 430 Princess Avenue Parcel are created as contemplated in connection with the DP Applications, will discharge from title to the New 430 Princess Avenue Parcel the section 219 covenant contained in this Article of this agreement.

ARTICLE 4 STATUTORY RIGHT OF WAY

4.1 Pursuant to Section 218 of the *Land Title Act*, the Owner hereby grants to the City, effective at all times from and after the DP Date, a statutory right of way to enter, be and move about on the Lands:

- (a) to install, maintain, repair and replace on the exterior of each of the Heritage Buildings, at the City's expense, and in consultation with the Owner as to location, one commemorative plaque regarding the Heritage Buildings; and
- (b) in the event the Owner is in default of any of its obligations under this agreement, to carry out any such obligations of the Owner hereunder as the City may choose.

4.2 The statutory right of way granted in the preceding paragraph is necessary for the operation and maintenance of the City's undertaking.

4.3 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 Buildings or either of them.

ARTICLE 5 DEBTS OWED TO CITY

5.1 If the City, pursuant to this agreement, enters upon the Lands or any of them to perform any of the Owner's obligation hereunder to carry out any of the Kemp House (1908) Rehabilitation Work and/or the Kemp House (1908) Rehabilitations Work or to conserve, repair or replace the Heritage Buildings or either of them:

- (a) there will be no express or implied warranties as to the quality of 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 incurs to carry out work to rehabilitate, conserve, repair or replace the Heritage Buildings or either of them, plus 20% of such costs as fair compensation for the City's overhead, and any such amounts the Owner does not pay or fails to pay to the City forthwith on demand 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 6 EQUITABLE CHARGE

6.1 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.

6.2 The equitable charge the Owner has granted to the City herein may be enforced by the appointment of a receiver for the sale of the Lands.

ARTICLE 7 BYLAW VARIATIONS

7.1 Section 4.1 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* and the City's *Subdivision Bylaw No. 5208* are hereby varied in respect of the Lands so as to permit a minimum parcel area of 1,850 square feet for any new parcels of land that may be created by subdivision thereof in connection with the DP Applications.

7.2 The City's *Zoning and Development Bylaw No. 3575* is hereby varied in respect of the Lands so that for the Kemp House (1902):

- (a) Section 11.2 of the *Zoning and Development Bylaw No. 3575* and Section 4.4. of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* are varied to permit the front yard to be a minimum depth of 2.78 feet;
- (b) Section 4.5 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the exclusion of side yards;
- (c) Section 11.2 of the *Zoning and Development Bylaw No. 3575* and Section 4.6 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the exclusion of a rear yard;
- (d) Section 4.7.1 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit, for the Kemp House (1902) and all detached, related buildings, a maximum total combined floor space area of 2,049 square feet;
- (e) Section 4.7.3(c) of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the City's Director of Planning to exclude from the computation of floor space ratio therefor, all building floor space area used for off-street parking;
- (f) Section 4.8 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit, for the Kemp House (1902) and all detached, related buildings, a maximum total combined site coverage of 1,076 square feet; and
- (g) Section 4.17 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied so that it does not to apply.

7.3 The City's *Zoning and Development Bylaw No. 3575* is hereby varied in respect of the Lands so that for the Kemp House (1908):

- (a) Section 4.3.1 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the Kemp House (1908) to be 40.42 feet and 4 storeys in height;
- (b) Section 11.2 of the *Zoning and Development Bylaw No. 3575* and Section 4.4. of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the front yard to be a minimum depth of 10.25 feet; and
- (c) Section 4.5.1 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit side yards of a minimum width of 2.99 feet;
- (d) Section 11.2 of the *Zoning and Development Bylaw No. 3575* and Section 4.6 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit the exclusion of a rear yard;
- (e) Section 4.7 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit, for the Kemp House (1908) and all detached, related buildings, a maximum total combined floor space area 4,093 square feet; and
- (f) Section 4.8 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied to permit, for the Kemp House (1908) and all detached, related buildings, a maximum total combined site coverage of 1,965 square feet; and
- (g) Section 4.17 of the RT-3 District Schedule to *Zoning and Development Bylaw No. 3575* is varied so that it does not apply.

ARTICLE 8 NOTICES

8.1 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 Office records
- (b) if to the City:
City of Vancouver
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 the Lands or any part thereof should change, then to the address as set out in the State of Title Certificate for the Lands or such part thereof, 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 9 GENERAL

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

9.2 Priority of Registration. The Owner, at his, her or 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 encumbrances on title to the Lands as the City may require.

9.3 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.

9.4 Waiver. 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 the Addition to and not, except as herein expressly stated, restrictive of the remedies of the City at law or in equity.

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

9.6 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 the Lands 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.

9.7 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* 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.

9.8 Headings. The division of this agreement into articles, sections and paragraphs and the insertion of headings are for the convenience of reference only and will not affect the construction or interpretation of this agreement.

9.9 Number. Words contained herein 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.

9.10 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.

9.11 Severability. All provisions of this agreement are severable in that if any court or other lawful authority having jurisdiction to decide the matter finds for any reason that one or more of them is void or unenforceable, then such void or unenforceable provisions will be severed from this agreement and all other provisions herein will continue to be binding and enforceable.

9.12 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.

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

CONSENT AND PRIORITY INSTRUMENT

In this consent and priority instrument:

- (a) "Existing Charge" means the Mortgage registered under number CA1363608;
- (b) "Existing Chargeholder" means The Toronto-Dominion Bank;
- (c) "New Charges" mean the Section 219 Covenants, the Statutory Right of Way and the Equitable Charge contained in the attached Terms of Instrument - Part 2; and
- (d) words capitalized in this instrument, not otherwise defined herein, have the meaning ascribed to them in the attached Terms of Instrument - Part 2.

For \$10.00 and other good and valuable consideration, the receipt and sufficiency of which the Existing Chargeholder acknowledges, the Existing Chargeholder:

- (i) consent to the Owners granting the New Charges to the City; and
- (ii) agrees with the City that the New Charges charge the Land in priority to the Existing Charge in the same manner and to the same effect as if the Owners have granted the New Charges, and it had been registered against title to the Lands, prior to the grant or registration of the Existing Charge or the advance of any money under the Existing Charge.

To witness this consent and priority instrument, the Existing Chargeholder has caused its duly authorized signatories to sign the attached General Instrument - Part 1.

END OF DOCUMENT

EXPLANATION

A By-law to amend the Zoning and Development By-law
Re: 6511 Granville Street

After the public hearing on March 24 and April 7, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 6511 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
April 5, 2011

6511 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-609 (c) 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 (500).

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

- (a) Dwelling Uses, limited to Seniors Supportive or Assisted Housing; and
- (b) 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 4 176.4 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 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.

3.4 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:
 - (i) are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length, or
 - (ii) are above base surface and where developed as off-street parking are located in an accessory building situated in the rear yard, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) floors located at or below finished grade with a ceiling height of less than 1.2 m;
- (f) amenity areas, including recreation facilities and meeting rooms, except that the total area excluded must not exceed 10% of the permitted floor space;
- (g) 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;
- (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 meet the standard RSI 3.85 (R-22), 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, except that this requirement does not apply to a one-family dwelling, a two-family dwelling, or any building that contains only residential uses, and is subject to Part 9 of Division B of the Building By-law.

3.5 Computation of floor space ratio may exclude, at the discretion of the Director of Planning or Development Permit Board, enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:

- (a) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided; and
- (b) enclosure of the excluded balcony floor area must not exceed 50% of total balcony floor area.

Building height

4. The building height must not exceed 13.9 m.

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 24.4 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:

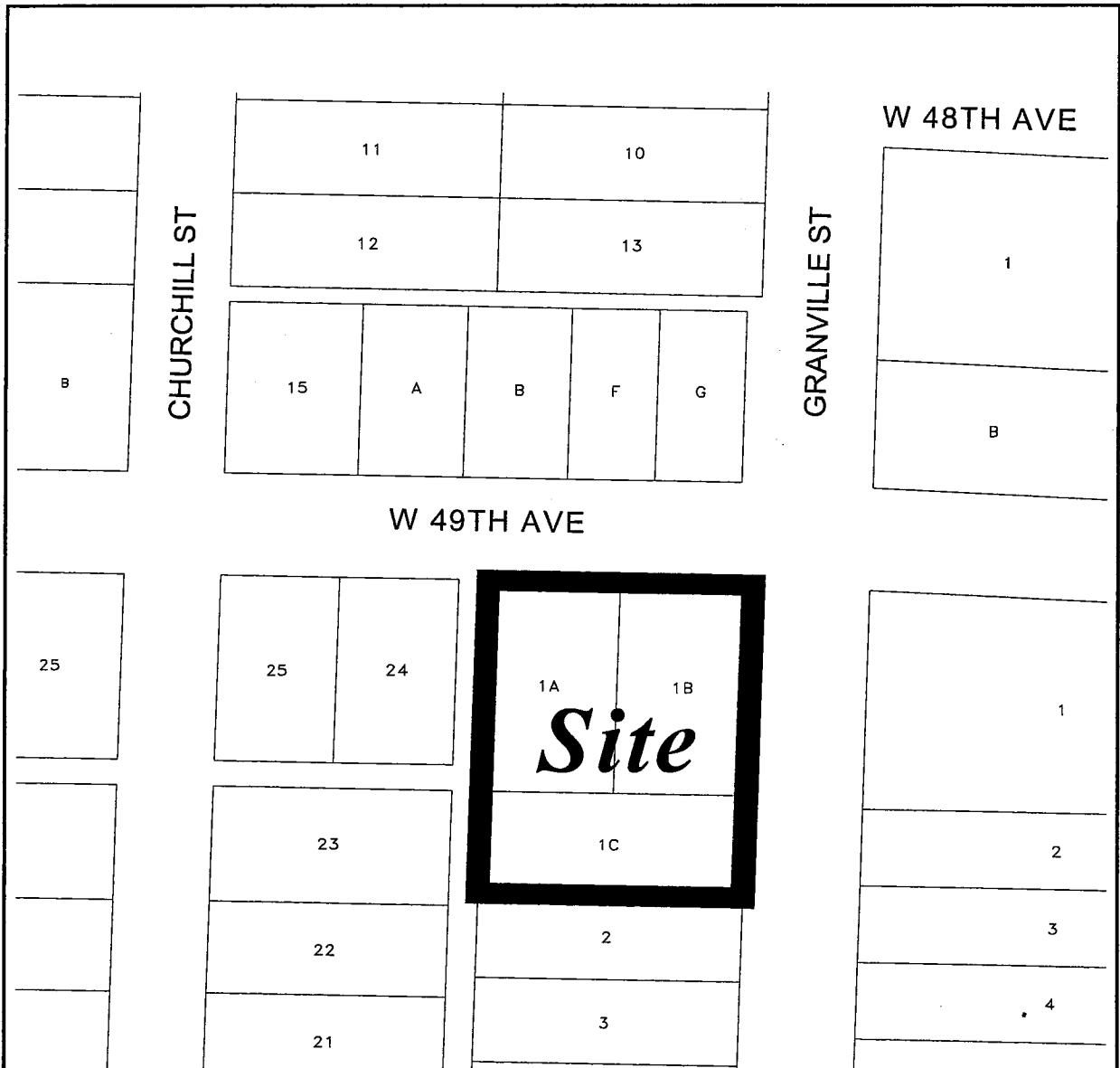
- (a) the theoretically equivalent buildings located on any adjoining sites in any R district, in a corresponding position by rotating the plot plan of the proposed building 180 degrees about a horizontal axis, located on the property lines of the site;
- (b) accessory buildings located on the same site as the principal building;
- (c) any part of the same building including permitted projections; or
- (d) the largest building permitted under the zoning on any site adjoining CD-1 (____).

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.



The property outlined in black () is rezoned:
 From **RS-6** to **CD-1**

Z-609 (c)

RZ - 6511 Granville Street

map: 1 of 1
 scale: NTS



City of Vancouver

date: Feb. 2009

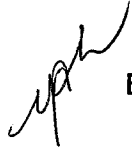
EXPLANATION

**Subdivision By-law No. 5208 amending By-law
Re: 2820 West 33rd Avenue**

On March 3, 2011, Council approved an application to re-classify the captioned property from Category D 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
April 5, 2011

2820 West 33rd 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 D 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.

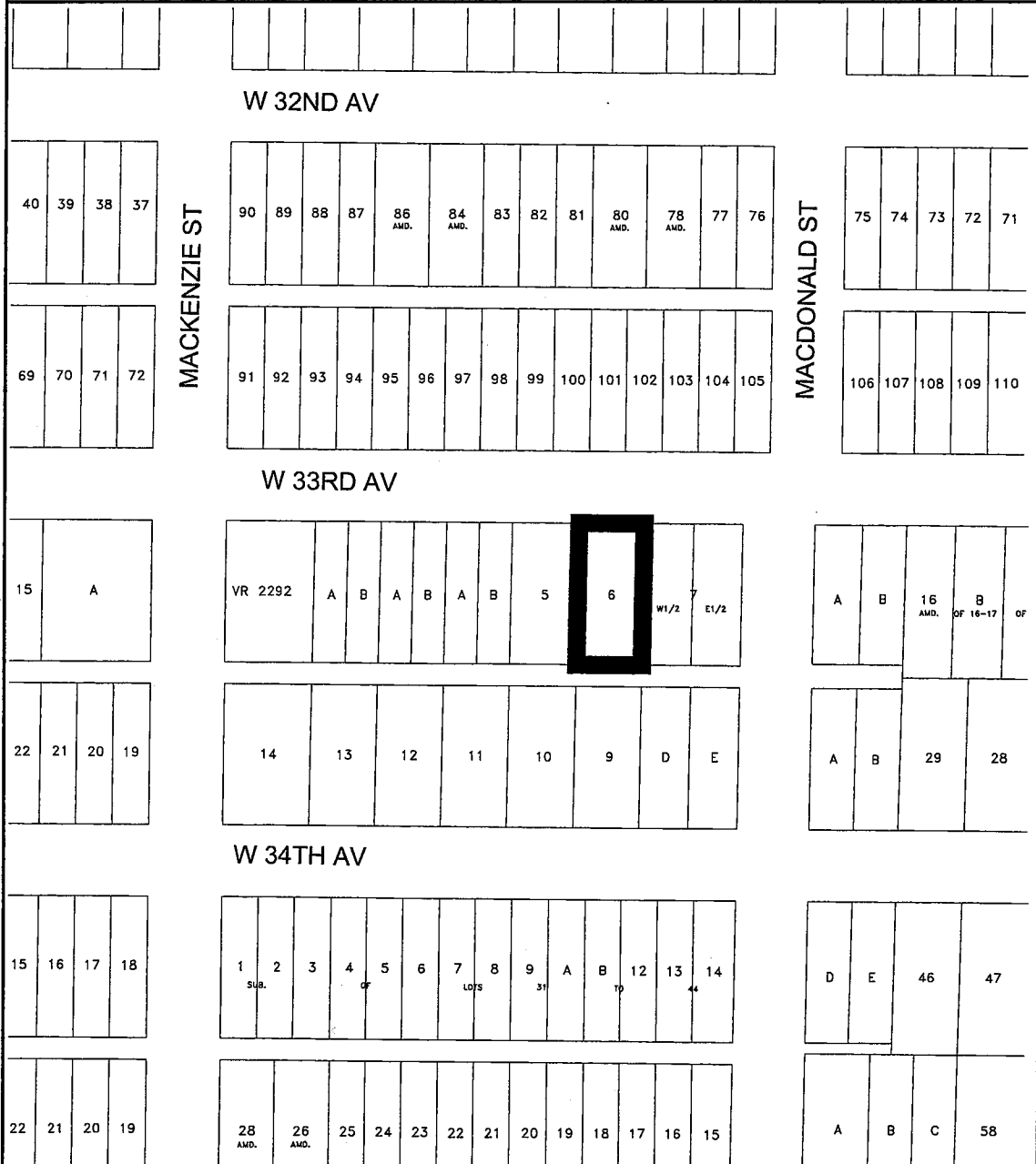
ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

Schedule A

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



The property outlined in black () is reclassified from Category D 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

2820 West 33rd Avenue

map: 1 of 1

scale: NTS



City of Vancouver

EXPLANATION

A By-law to amend CD-1 By-law No. 6533

At a public hearing on March 15, 2011, Council approved amendments to section 4 of CD-1 By-law 6533. The Director of Planning advises that there are no prior to conditions. Enactment of the attached By-law will implement this resolution.

Director of Legal Services
April 5, 2011

Riverside East
8683 Kerr Street



BY-LAW NO. _____

A By-law to amend CD-1 By-law No. 6533

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. 6533.
2. In section 4.1, after “school and child daycare centre;” Council adds:
“• community centre or neighbourhood house;”
3. In section 4.3, Council repeals Table 1 and substitutes:

“ Table 1

Permitted Uses	Sub-Area			
	1	2	3	4
Townhouse	x	x		
Stacked Townhouse	x	x		
Apartment	x	x		
Apartment Tower	x			
Retail/Commercial			x	
Park				x
School				x
Community Centre or Neighbourhood House			x	
Marine Berth				x
Booming Ground				x
Accessory buildings	x	x	x	x

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 _____, 2011

Mayor

City Clerk

EXPLANATION

A By-law to amend the Zoning and Development By-law
Re: 215 West 2nd Avenue

After the public hearing on January 20, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 By-law for 215 West 2nd Avenue. The Director of Planning has advised that all prior to conditions have been met, and enactment of the attached By-law will implement Council's resolution.

Director of Legal Services
April 5, 2011

215 West 2nd Avenue



BY-LAW NO. _____

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

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

Zoning District Plan amendment

1. This By-law amends the Zoning District Plan attached as Schedule D to By-law No. 3575, and amends or substitutes the boundaries and districts shown on it, according to the amendments, substitutions, explanatory legends, notations, and references shown on the plan marginally numbered Z-607 (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 (501).

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

- (a) Dwelling Uses, limited to Dwelling Units and Seniors Supportive or Assisted Housing in conjunction with any use listed in this section 2.2;
- (b) Cultural and Recreational Uses, limited to Artist Studio - Class A;
- (c) Institutional Uses, limited to Child Day Care Facility, Social Service Centre, and Community Care Facility - Class B;
- (d) Live-Work Use;
- (e) Manufacturing Uses, limited to Bakery Products Manufacturing, Batteries Manufacturing, Clothing Manufacturing, Dairy Products Manufacturing, Electrical Products or Appliances Manufacturing, Food or Beverage Products Manufacturing - Class B, Furniture or Fixtures Manufacturing, Ice Manufacturing, Jewellery Manufacturing, Leather Products Manufacturing, Miscellaneous Products Manufacturing - Class B, Non-metallic Mineral Products Manufacturing - Class B, Plastic Products Manufacturing, Printing or Publishing, Rubber Products Manufacturing, Shoes or Boots Manufacturing, Software

Manufacturing, Textiles or Knit Goods Manufacturing, Tobacco Products Manufacturing, and Wood Products Manufacturing - Class B;

- (f) Office Uses;
- (g) Parking Uses;
- (h) Retail Uses, but not including Gasoline Station - Full Serve, Gasoline Station - Split Island, Liquor Store, and Vehicle Dealer;
- (i) Service Uses, limited to Barber Shop or Beauty Salon, Photofinishing or Photography Laboratory, Photofinishing or Photography Studio, Print Shop, Restaurant - Class 1, School - Arts or Self-Improvement, and School - Business;
- (j) Accessory Uses customarily ancillary to the uses listed in this section 2.2; and
- (k) Interim Uses not listed in this section 2.2, and accessory uses customarily ancillary to them, if:
 - (i) the Director of Planning or Development Permit Board considers that the interim use will be compatible with and not adversely affect adjacent development that either exists or that this By-law allows,
 - (ii) the Director of Planning or Development Permit Board is satisfied that the interim use is easily removable and is of low intensity or low in capital investment,
 - (iii) the Director of Planning or Development Permit Board is satisfied that there is no risk to the public from contaminated soils either on or adjacent to CD-1 (501), and
 - (iv) any development permit for an interim use has a time limit of three years.

Conditions of use

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

3.2 All uses except dwelling uses must have direct access to grade.

Density

4.1 Computation of floor space ratio must assume that the site consists of 1 687.21 m², 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 must not exceed 4.8.

4.3 Despite section 4.2, the Development Permit Board may permit an increase in floor space ratio, not to exceed 10%, resulting from a transfer of extra density from a designated heritage property, within the area of the Southeast False Creek Official Development Plan, in relation to which its receipt was as compensation for the reduction in market value at the time of designation.

4.4 Computation of floor space ratio must include:

- (a) all floors having a minimum ceiling height of 1.2 m, including earthen floor, both above and below ground, measured to the extreme outer limits of the building;
- (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) in the case of dwelling uses and live-work use, if the distance from a floor to the floor above or, in the absence of a floor above, to the top of the roof rafters or deck exceeds 4.3 m, an additional amount equal to the area of the floor area below the excess height except for additional amounts that represent undeveloped floor areas beneath roof elements which the Director of Planning considers to be for decorative purposes and to which there is no means of access other than a hatch, residential lobbies, and mechanical penthouses.

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 exclusions must not exceed 8% of the residential floor area being provided;
- (b) patios and roof gardens, if the Director of Planning first approves the design of sunroofs and walls;
- (c) where floors are used for off-street parking and loading, the taking on or discharging of passengers, bicycle storage, heating and mechanical equipment, or uses which in the opinion of the Director of Planning are similar to the foregoing, those floors or portions thereof so used, which are at or below base surface, except that the maximum exclusion for a parking space must not exceed 7.3 m in length;
- (d) undeveloped floor area located above the highest storey or half-storey with a ceiling height of less than 1.2 m, and to which there is no permanent means of access other than a hatch;
- (e) all residential storage space above or below base surface, except that if the residential storage space above base surface exceeds 3.7 m² for a dwelling

unit, there is to be no exclusion for any of the residential storage space above base surface for that unit;

- (f) amenity areas including day care facilities, recreation facilities, and meeting rooms except that the total area excluded must not exceed 1 000 m²; and
- (g) 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 exterior wall referred to in subsection (ii) of this section meets the standards set out therein.

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

- (a) enclosed residential balconies if the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council, and approves the design of any balcony enclosure, except that:
 - (i) the total area of all open and enclosed balcony or sundeck exclusions must not exceed 8% of the residential floor area being provided, and
 - (ii) enclosure of the excluded balcony floor area must not exceed 50%;
- (b) windows recessed into the building face to a depth of no more than 160 mm, except that the Director of Planning or Development Permit Board may allow a greater depth in cases where it improves building character;
- (c) unenclosed outdoor areas at grade level underneath building overhangs, if:
 - (i) the Director of Planning or Development Permit Board first considers all applicable policies and guidelines adopted by Council and approves the design of any overhangs, and
 - (ii) the area of all overhang exclusions does not exceed 1% of the residential floor area being provided;
- (d) despite section 4.5(e), open to below spaces or double height volumes on the second storey units if the location of the first floor is within 2 m of grade to a

maximum of 15% of the floor area of the first floor of that unit for residential and live-work units;

- (e) features generally on the westerly facades of buildings to reduce solar gain, which may be in the form of french balconies and horizontal extensions; and
- (f) tool sheds, trellises, and other garden structures which support the use of intensive green roofs and urban agriculture, and, despite section 4.4(b), those portions of stairways and elevator enclosures which are at the roof level providing access to the garden areas.

4.7 The use of floor space excluded under section 4.5 or 4.6 must not include any purpose other than that which justified the exclusion.

Building height

5. Subject to section 10.11 of the Zoning and Development By-law, the building height, measured above base surface, and to the top of the roof slab above the uppermost habitable floor, excluding parapet wall must not exceed 38 m.

Horizontal angle of daylight

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

6.2 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.

6.3 Measurement of the plane or planes referred to in section 6.2 must be horizontally from the centre of the bottom of each window.

6.4 If:

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

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

6.5 An obstruction referred to in section 6.2 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 (501).

6.6 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 m².

Parking, loading, 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, loading spaces, and bicycle spaces, all as defined under the Parking By-law, except that there must be at least one parking space for each 10 dwelling units.

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 this By-law.

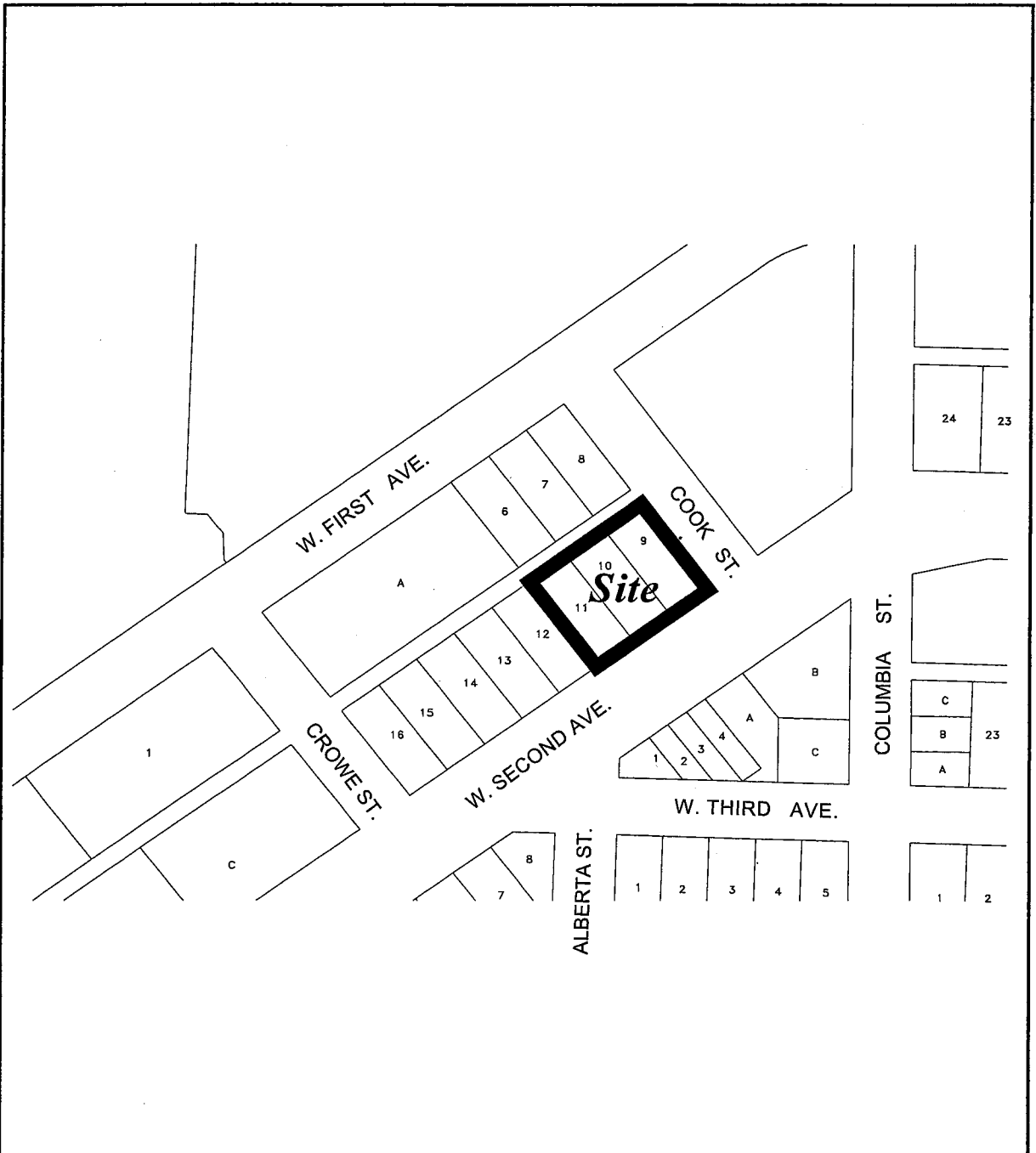
Force and effect

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

ENACTED by Council this day of , 2011

Mayor

City Clerk



The property outlined in black (**█**) is rezoned:

From **M-2** to **CD-1**

Z-607 (a)

RZ - 215 W 2nd Avenue

map: 1 of 1
scale: NTS



City of Vancouver

date: Dec. 2008

EXPLANATION

**Noise Control By-law amending By-law No. 6555
Re: Exceptions and housekeeping**

These amendments add definitions and fees, and substitute the Director of Licences and Inspections for the Mayor, for the purpose of Noise Control By-law exemptions as approved by Council on January 20, 2011, and also deal with a number of housekeeping matters to clarify existing offences.

Director of Legal Services
April 5, 2011



BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding noise exceptions and 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 Noise Control By-law.
2. To section 2, Council adds:
 - (a) after the definition of "daytime":

" "dBA" means the sound pressure level in decibels measured using the "A" weighting network setting of an approved sound meter and with slow response;"
 - (b) after the definition of "dBC":

" "Director of Licences and Inspections" means the individual appointed by Council to be the Director of Licences and Inspections or a person duly authorized to carry out the powers and duties of the Director of Licences and Inspections;" ; and
 - (c) after the definition of "extended hours liquor establishment":

" "holiday" includes:

 - (i) Sunday, Christmas Day, Good Friday and Easter Monday,
 - (ii) Canada Day, Victoria Day, British Columbia Day, Labour Day, Remembrance Day and New Year's Day,
 - (iii) December 26, and
 - (iv) a day fixed by the Parliament of Canada or by the Legislature, or appointed by proclamation of the Governor General or the Lieutenant Governor, to be observed as a day of general prayer or mourning, a day of public rejoicing or thanksgiving, a day for celebrating the birthday of the reigning Sovereign, or as a public holiday."
3. In section 14, Council strikes the entire section 14 and replaces it with the following:

"Notwithstanding any provision of this By-law, but subject to sections 4A and 14C, a person must not, by using or operating:

 - (a) power equipment during the daytime; or

- (b) beach screening equipment owned by the Vancouver Park Board,
cause a sound that exceeds a rating of 77 dBA on an approved sound meter,
when received at the greater of 50 feet (15.2 metres) or a point of reception.”
4. Council renumbers sections “14A”, “14B”, and “14C” as “14B”, “14C”, and “14D” respectively.
 5. Council inserts the following as a new section 14A:
“Notwithstanding section 14(a), a person must not cause a noise by using power equipment at any time other than the daytime.”
 6. In section 16, Council strikes the words:
“No person shall carry on any construction to the disturbance of the quiet, peace, rest or enjoyment of the public”, and replaces them with “No person shall cause, permit or allow construction noise that disturbs the quiet, peace, rest or enjoyment of the public”.
 7. In section 17, Council:
 - (a) removes the word “Mayor” wherever it occurs and substitutes: “Director of Licences and Inspections” in each case; and
 - (b) at the end of subsection (1), Council deletes “.” and adds: “except that an exception must not be granted for a period longer than sixty days.”
 8. In section 20, Council repeals section 20(5).
 9. In Schedule A, at page v, Council removes the words “1120 West Georiga Street” and substitutes: “1120 West Georgia Street”.
 10. In Schedule B, Council removes “CFC-1” and substitutes: “FC-1”.
 11. In Schedule E, Council:
 - (a) removes the word “Mayor” and substitutes: “Director of Licences and Inspections”; and

(b) repeals section (i) and substitutes:

“(i) a non-refundable application fee of:

- (i) \$148.00 for an application submitted at least five working days prior to the date of the proposed activity, and
- (ii) \$296.00 for an application submitted less than five working days prior to the date of the proposed activity.”¹¹. A decision by a court that any part of this By-law is illegal, void, or unenforceable severs that part from this By-law, and is not to affect the balance of this By-law.

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

ENACTED by Council this _____ day of _____, 2011

Mayor

City Clerk

EXPLANATION

**Noise Control By-law amending By-law No. 6555
Re: Event noise in Northeast False Creek**

These amendments identify Northeast False Creek as an event area and extend daytime permitted noise limits in certain areas, as approved by Council on November 18, 2010. Enactment of this By-law will implement this Council resolution.

Director of Legal Services
April 5, 2011



BY-LAW NO. _____

**A By-law to amend Noise Control By-law No. 6555
regarding the North East False Creek event zone**

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

1. This By-law amends the indicated provisions of the Noise Control By-law.
2. In section 2:
 - (a) Council repeals the definition of “daytime” and substitutes:
“daytime” means:
 - (i) unless otherwise provided in this by-law, from 7 o’clock in the morning (0700 hours) to 10 o’clock in the evening (2200 hours) on any weekday or Saturday, and from 10 o’clock in the morning (1000 hours) to 10 o’clock in the evening (2200 hours) on any Sunday or holiday, and
 - (ii) in the case of B.C. Place Stadium, Rogers Arena, and a civic plaza in the event zone, from 7 o’clock in the morning (0700 hours) to 11 o’clock in the evening (2300 hours) on any weekday or Saturday, and from 10 o’clock in the morning (1000 hours) to 11 o’clock in the evening (2300 hours) on any Sunday or holiday;
 - (b) after the definition of “downtown area”, Council adds:
“event zone” means that area described in Schedule “B.2”; and
 - (c) to the definition of “quiet zone”, after the words “activity zone”, Council strikes out “or an intermediate zone” and substitutes “, intermediate zone or event zone”.
3. In section 5(a) and in section 5(b), after the words “activity zone”, Council adds the words “, event zone”.
4. In section 6, Council strikes out the words “No person shall in an activity zone” and substitutes “No person shall in an activity zone or an event zone”.
5. In section 6A (a) i) and in section 6A (b) i), after the words “ACTIVITY ZONE”, Council adds “or an EVENT ZONE”.
6. In section 7, after the words “intermediate zone”, Council adds “, event zone”.

7. In section 14B, Council:

(a) at the end of subsection 14B(a) strikes out “or”;

(b) at the end of subsection 14B(b) strikes out “.” and substitutes “, or”; and

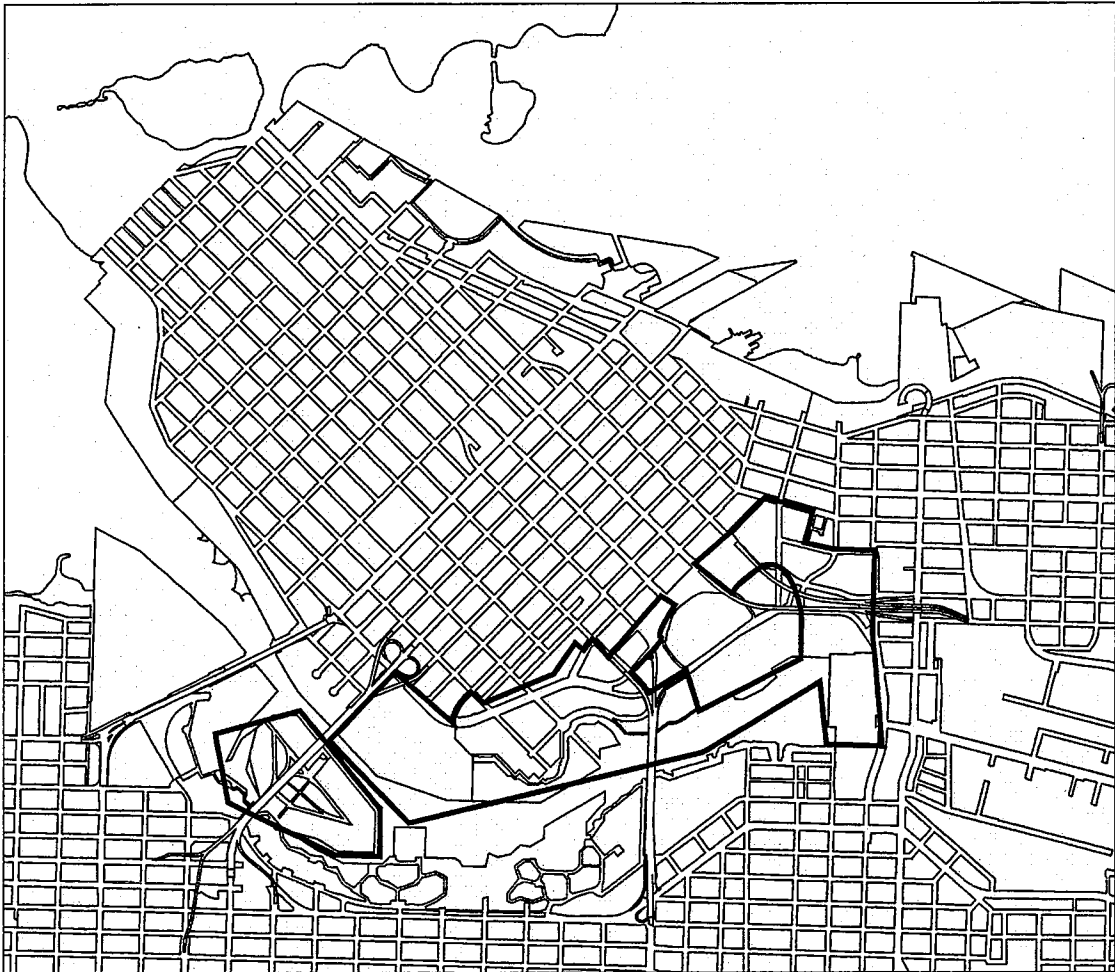
(c) after subsection 14B(b), adds:

“(c) emanates from B.C. Place Stadium and is caused by the cheering of crowds at a sporting event.”

8. In section 22, after “B.1,” Council adds “B.2,”.

9. Council strikes out Schedule B.1 and substitutes:

“



”

EXPLANATION

Ticket Offences By-law amending By-law No. 9360
Re: Noise exceptions and housekeeping matters

On January 10, 2011, Council approved the addition of a number of Noise Control By-law offences to the Ticket Offence By-law. Enactment of the attached By-law will accomplish Council's resolution.

Director of Legal Services
April 5, 2011



BY-LAW NO. _____

**A By-law to amend Ticket Offences By-law No. 9360
regarding minor housekeeping matters**

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

1. This by-law amends the indicated provisions of Ticket Offences By-law No. 9360.
2. Council strikes out Table 4 in the Ticket Offences By-law, and substitutes the following:

“

<u>Column 1</u>	<u>Column 2</u>	<u>Column 3</u>	<u>Column 4</u>
Chief License Inspector Police Officer	Loud voices	Section 4 (a)	\$250.00
	Loud equipment	Section 4 (b)	\$250.00
	Loud construction	Section 4 (c)	\$250.00
	Operate power equipment at sound level over 77 dBA	Section 14 (a)	\$250.00
	Operate power equipment at night	Section 14A	\$250.00
	Operate leaf blower in prohibited area	Section 14C (a)	\$250.00
	Operate leaf blower outside permitted hours	Section 14C (b)	\$250.00
	Operate leaf blower without manufacturer's decal	Section 14C (c)	\$250.00
	Construction noise over 85 dBA on or adjacent to residence	Section 15	\$500.00
	Construction noise outside permitted time	Section 16	\$500.00
	Refuse collection noise outside permitted time and not downtown	Section 19(a)	\$500.00
	Refuse collection noise outside permitted time and downtown	Section 19(b)	\$500.00

”

