


**EXPLANATION**

**Debenture By-law  
Street Work**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain street work projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 28, 2011

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

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$949,624.24, for certain local improvement street work projects, including pavement, curbs, trees and bulges, cement walks, lane pavement, and speed humps, and for imposing an annual special rate on real property specially benefited by such local improvements

PREAMBLE

Council has deemed it desirable and necessary to carry out certain street work projects, including pavements and curbs, trees and bulges, cement walks, lane pavement, and speed humps (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 26, 2011, describing and designating the Works as numbers 1 to 45 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law, as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$949,624.24, according to the Schedule, which amount does not exceed by more than 10% the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City in the aggregate principal amount of \$949,624.24, bearing interest at the rate of 6% per annum, secured on the credit of the City at large, to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$ 172,856,694,808.

As of the day following the enactment date of this By-law, the total amount of the existing debenture debt of the City is \$487,518,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City in the aggregate principal amount of \$949,624.24, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 29, 2011 and on June 29 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered Debentures without coupons.
4. The Debentures will bear the common seal of the City and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 29, 2011", and will be payable in each of the years 2011 to 2025, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes in each of the years 2011 to 2025, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property, according to the frontage and flankage of such Assessable Real Property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2011 to 2025, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No. \_\_\_\_\_ KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the \_\_\_\_\_ day of \_\_\_\_\_, the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 29<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2011, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (\_\_\_\_) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 29<sup>th</sup> day of June, 2011.

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Mayor

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Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	STREET WORK			6.00%	15 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT	
2011	949,624.24	92,241.51	0.00	92,241.51	
2012	857,382.73	40,798.55	51,442.96	92,241.51	
2013	816,584.18	43,246.45	48,995.06	92,241.51	
2014	773,337.73	45,841.25	46,400.26	92,241.51	
2015	727,496.48	48,591.72	43,649.79	92,241.51	
2016	678,904.76	51,507.23	40,734.28	92,241.51	
2017	627,397.53	54,597.65	37,643.86	92,241.51	
2018	572,799.88	57,873.52	34,367.99	92,241.51	
2019	514,926.36	61,345.93	30,895.58	92,241.51	
2020	453,580.43	65,026.69	27,214.82	92,241.51	
2021	388,553.74	68,928.28	23,313.23	92,241.51	
2022	319,625.46	73,063.98	19,177.53	92,241.51	
2023	246,561.48	77,447.83	14,793.68	92,241.51	
2024	169,113.65	82,094.69	10,146.82	92,241.51	
2025	87,018.96	87,018.96	5,222.55	92,241.51	
		<u>949,624.24</u>	<u>433,998.41</u>	<u>1,383,622.65</u>	



**EXPLANATION**

**Debenture By-law  
Lane Lighting**

The attached By-law authorizes the issue of Debentures to finance the property owners' share of certain lane lighting projects, and the annual charge equal to the debt charges of the Debentures against the properties benefited by the local improvements.

Director of Legal Services  
June 28, 2011



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

A By-law to contract a debt by the issue and sale of Debentures in the aggregate principal amount of \$2,940.81, for certain local improvement lane lighting projects, and for imposing an annual special rate on real property specially benefited by such local improvements

#### PREAMBLE

Council has deemed it desirable and necessary to carry out certain lane lighting projects (the "Works") as local improvements.

The Collector of Taxes for the City of Vancouver (the "City") has prepared and certified a schedule (the "Schedule") on April 26, 2011, describing and designating the Works as numbers 1 to 9 inclusive, has captioned that Schedule with a reference to this By-law, and has deposited the Schedule, together with the detailed Court of Revision sheets which support and form part of the Schedule, in the office of the Collector of Taxes.

Council declares the Schedule to form part of this By-law as if expressly embodied herein.

Council deems that the Works will specially benefit the real property (the "Assessable Real Property") designated and described in the Schedule.

The City has completed construction of the Works.

The City has determined that the Assessable Real Property produces the total number of feet, more or less, of frontage and flankage assessable on the adjacent respective streets, as shown in the Schedule, after deducting the width of street intersections and exempt properties, shown by the statement of frontage and flankage liable for assessment as finally settled.

The owners of the Assessable Real Property must bear that portion of the cost of the Works, payable by assessments and amounting to \$2,940.81, according to the Schedule, which amount does not exceed by more than 10%, the amount estimated by the City to be borne by such owners.

There are that certain specified number of feet frontage and flankage of the Assessable Real Property, as shown in the Schedule, upon which it will be required to levy the annual special rates set out in the Schedule, sufficient to raise annually the amounts the City will apply toward payment of interest and principal on the debt referred to in this By-law.

Council deems it expedient to borrow a certain amount of money and to contract a debt by the issue and sale of debentures of the City, in the aggregate principal amount \$2,940.81, bearing interest at the rate of 6% per annum, secured on the credit of the City at large to defray that part of the cost of the Works payable by annual special assessments.

According to the last revised averaged assessment roll, the value of all the real property in the City liable to taxation is \$172,856,694,808.

As of the day following the enactment of this By-law, the total amount of the existing debenture debt of the City is \$487,518,000, exclusive of debts incurred for local improvements secured by special rates or assessments, of which none of the principal or interest is in arrears as at that date.

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

1. To defray that part of the cost of the Works payable by annual special rates under this By-law, the City will contract a debt by the issue and sale of debentures (the "Debentures") of the City, in the aggregate principal amount of \$2,940.81, secured on the general credit of the City, which Debentures will be in substantially the form and substance set out in Schedule A to this By-law.
2. The debt secured by the Debentures will bear interest at the rate of 6% per annum, payable on June 29, 2011 and on June 29 of each year, after that during the term of the Debentures.
3. The Debentures will be fully-registered debentures without coupons.
4. The Debentures will bear the common seal of the City, and the facsimile signature of the City's Mayor, the City Treasurer, Deputy City Treasurer, or such other person as a by-law may designate will sign the Debentures.
5. The Debentures will be in denominations equivalent to each of the amounts set out under the column "Principal Payment" in Schedule B to this By-law, will bear the date "June 29, 2011", and will be payable in each of the years 2011 to 2015, both inclusive, in the respective principal amounts set out under the column "Principal Payment" in Schedule B.
6. The Debentures will be payable as to both principal and interest at the office of the City Treasurer, City Hall, Vancouver, British Columbia, Canada.

7. Council hereby imposes, in each of the years 2011 to 2015, both inclusive, an annual special rate per foot, as respectively shown in the Schedule for the Works, on the Assessable Real Property according to the frontage and flankage of such assessable real property, in addition to all other rates and taxes, which special rate will be sufficient to produce annually the respective amounts set out under the column "Total Annual Payment" in Schedule B.

8. The Collector of Taxes will insert the amounts referred to in section 7, in the real property tax roll, in each of the years 2011 to 2015, both inclusive, and such amounts will be payable to and collected by the Collector of Taxes in the same manner as other rates on the real property tax roll.

9. The debentures will contain the endorsement referred to in section 252 of the *Vancouver Charter*.

10. Council hereby authorizes the City to carry out the purposes set out in this By-law for the issue of the Debentures.

11. The schedules attached to this By-law form part of this By-law.

12. References in this By-law to money are to lawful currency of Canada.

13. 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

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO.            OF THE CITY OF VANCOUVER

CANADA

PROVINCE OF BRITISH COLUMBIA

CITY OF VANCOUVER

SERIAL DEBENTURE

NO.

Under the provisions of the Vancouver Charter, and amendments thereto, and  
By-law No.            KNOW ALL MEN BY THESE PRESENTS:

That the City of Vancouver, Province of British Columbia, is indebted to and for value received promises to pay to the registered holder hereof, on the            day of            ,            the sum of            Dollars (\$)            ) of lawful money of Canada at the Office of the City Treasurer, City Hall, Vancouver, British Columbia, and to pay interest thereon at the rate of six per centum (6%) per annum, payable on the 29<sup>th</sup> day of June in each year during the term of the Debenture, commencing in the year 2011, at the said place, and the City of Vancouver is hereby held and firmly bound and its faith and credit and taxing power are hereby pledged for the prompt payment of the principal and interest of this Debenture at maturity.

This Debenture, or any interest therein, shall not, after a memorandum of ownership has been endorsed thereon by the City Treasurer, be transferable except by entry by the City Treasurer or his Deputy in the Debenture Registry Book of the City of Vancouver.

This Debenture is issued by the City of Vancouver under and by authority of and in full compliance with the provisions of the laws of the Province of British Columbia, including the Vancouver Charter, and amendments thereto, and By-law No. (            ) duly and legally passed by the Council of the City of Vancouver.

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

It is hereby certified, recited and declared that all acts, conditions and things necessary to be done and to exist precedent to and in the issuance of this Debenture have been properly done, fulfilled and performed and do exist in regular and in due form as required by the laws of the Province of British Columbia, and that the total indebtedness of the City of Vancouver, including the Debentures authorized by the said By-law does not exceed any statutory limitations, and provision has been made to levy taxes sufficient to pay the interest promptly as it matures and to pay the principal of this Debenture when due.

IN WITNESS WHEREOF the City of Vancouver has caused these presents to be sealed with the Common Seal of the City of Vancouver, to bear the facsimile signature of its Mayor, to be signed by its authorized signing officer and to be dated the 29<sup>th</sup> day of June, 2011.

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Authorized Signing Officer

THIS IS SCHEDULE "A" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

DATE OF  
REGISTRATION

NAME AND ADDRESS OF  
REGISTERED OWNER

SIGNATURE OF  
TREASURER

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THIS IS SCHEDULE "B" REFERRED TO IN  
BY-LAW NO. \_\_\_\_\_ OF THE CITY OF VANCOUVER

BY-LAW	LANE LIGHTING			6.000%	5 YEARS
YEAR	DEBENTURES OUTSTANDING	PRINCIPAL PAYMENT	INTEREST PAYMENT	TOTAL ANNUAL PAYMENT	
2011	2,940.81	658.61	0.00	658.61	
2012	2,282.20	521.68	136.93	658.61	
2013	1,760.52	552.98	105.63	658.61	
2014	1,207.54	586.16	72.45	658.61	
2015	621.38	621.38	37.23	658.61	
		<u>2,940.81</u>	<u>352.24</u>	<u>3,293.05</u>	



**EXPLANATION**

**Development Permit Board and Advisory Panel  
amending by-law re: Housekeeping matters**

The attached Housekeeping By-law corrects some numbering errors in this By-law.

Director of Legal Services  
June 28, 2011



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

**A By-law to amend Development Permit Board and  
Advisory Panel By-law No. 5869  
regarding miscellaneous text amendments**

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

1. In sections 5 and 11, Council strikes out "11" and substitutes "12".
2. In section 7A, Council strikes out "6", wherever it appears and substitutes "7".
3. In sections 7B and 7C, Council strikes out "6A" and substitutes "7A".
4. In section 7D, Council strikes out "6A, 6B or 6C", and substitutes "7A, 7B or 7C", and strikes out "6A" and substitutes "7A".
5. In section 12, Council strikes out "9" and substitutes "10".
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 \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

**EXPLANATION****Board of Variance By-law  
amending by-law re: housekeeping matter**

The attached housekeeping By-law corrects a numbering error in this By-law.

Director of Legal Services  
June 28, 2011



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

**A By-law to amend Board of Variance By-law No. 10200  
regarding housekeeping amendment**

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

1. Council renumbers section 7.2, entitled "No re-hearing of appeal", as section 7.3.
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


## EXPLANATION

**Authorization to enter into a  
Heritage Revitalization Agreement  
Regarding 2305 West 7<sup>th</sup> Avenue**

After the December 14, 2010 public hearing, Council resolved to enter into a By-law to authorize an agreement regarding the Hay House, and portions of St. George's Greek Church at 2305 West 7<sup>th</sup> Avenue, pursuant to Section 592 of the *Vancouver Charter*. Enactment of the attached By-law will achieve this.

Director of Legal Services  
June 28, 2011

2305 and 2325 West 7<sup>th</sup> Avenue  
St. George's Greek Orthodox Church and  
The Hay House

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

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

**PREAMBLE**

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

Certain properties bearing the civic addresses of 2305 and 2325 West 7<sup>th</sup> Avenue, and the following legal description:

PID: 008-890-285  
Lot 11  
Block 282  
District Lot 526  
Plan 1058;

PID: 008-890-323  
Lot 12  
Block 282  
District Lot 526  
Plan 1058; and

PID: 008-890-366  
Lot 13  
Block 282  
District Lot 526  
Plan 1058

contain heritage buildings.

Council is of the opinion that the buildings have sufficient heritage value to justify their conservation, and Council and the owner of the 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 3 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)

NPA

Lot A Block 282 District Lot 526 Group 1 New Westminster  
District Plan BCP \_\_\_\_\_

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 the 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):\*

**ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA (Inc. No. S-36)**

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

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

7. THE 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.

		Execution Date				
Officer Signature(s)		Y	M	D	Party(ies) Signature(s)	
<hr/> (Solicitor)					<b>ASSOCIATION OF NEIGHBOURHOOD HOUSES OF BRITISH COLUMBIA, by its signatory(ies):</b>	
					<hr/> Print Name:	
					<hr/> Print Name:	

**OFFICER CERTIFICATION:**

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

\* If space insufficient, enter "SEE SCHEDULE" and attach schedule in Form E.

\*\* If space insufficient, continue executions on the Additional page(s) in Form D.

**LAND TITLE ACT  
FORM D  
EXECUTIONS CONTINUED**

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

Officer Signature(s)	Execution Date			Party(ies) Signature(s)
	Y	M	D	
<hr/> Bruce T. Quayle Solicitor 453 West 12 <sup>th</sup> Avenue Vancouver, BC, V5Y 1V4 Tel: 604-873-7714				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 the 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.

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**3. NATURE OF INTEREST:\***

DESCRIPTION	DOCUMENT REFERENCE (page and paragraph)	PERSON ENTITLED TO INTEREST
Section 219 Covenant	Article 2, page 8	Transferee
Statutory Right of Way	Article 3, page 12	Transferee
Equitable Charge	Article 5, page 12	Transferee

**TERMS OF INSTRUMENT - PART 2**

**Heritage Revitalization Agreement  
2305 West 7<sup>th</sup> Avenue**

**WHEREAS:**

A. The Owner (as defined below herein) is the registered owner of the lands and premises located at 2305 West 7<sup>th</sup> Avenue in the City of Vancouver, which have the legal description shown in item 2 of the Form C - General Instrument - Part 1 portion of this document (the "Lands").

B. There are two buildings, known as the "St. George's Greek Church" and the "Hay House", situated on the Lands which are considered to be of heritage value (the "Heritage Buildings").

C. The Owner wishes to develop the Lands by restoring and rehabilitating the Heritage Buildings and constructing between and connected to them a four storey, mixed use addition containing 15 affordable seniors housing dwelling units, a group child care facility and a community centre (the "Addition"), and for that purpose has applied to the City for a development permit under development permit application no. DE413905.

THEREFORE, pursuant to Section 592 of the *Vancouver Charter*, 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) "Addition" has the meaning given in recital C above herein;
- (b) "City" means the municipal corporation continued pursuant to the *Vancouver Charter* and "City of Vancouver" means the City's the geographic location and area;
- (c) "City's bank of record" means the main bank or other financial institution the City uses for its banking activities;
- (d) "Conservation Plan" means a written plan and guidelines, as may be modified or supplemented from time to time with the prior written consent of the Director of Planning, prepared by and/or under the supervision of a Heritage Consultant, and explicitly accepted by the City, for the rehabilitation and conservation of the Heritage Buildings;
- (e) "Development" means the project described above in the recitals hereto to restore and rehabilitate the Heritage Buildings and construct the Addition pursuant to the DP Application;
- (f) "Development Permit" means any development permit(s) issued by the City in respect of the Development 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;

- (g) “**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;
- (h) “**DP Application**” means the Owner’s development permit application to the City numbered no. DE413905 in respect of the Lands and the Development;
- (i) “**DP Date**” means the date upon which the City grants and issues the Development Permit;
- (j) “**Heritage Buildings**” has the meaning set out above in recital B hereto;
- (k) “**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;
- (l) “**Heritage Designation**” means the City designating the Heritage Buildings as protected heritage properties pursuant to section 593 of the *Vancouver Charter*;
- (m) “**Land Title Act**” means the *Land Title Act*, R.S.B.C. 1996, c.250;
- (n) “**Lands**” has the meaning set out in recital A of this agreement;
- (o) “**Owner**” means the registered owner(s) of the Lands;
- (p) “**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;
- (q) “**Rehabilitation Work**” has the meaning set out below in Article 2 hereof;
- (r) “**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  
REHABILITATION AND CONSERVATION  
OF HERITAGE BUILDINGS**

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:

- (a) the Owner, at its expense, within 24 months after the DP Date, and to the satisfaction of the Director of Planning, will rehabilitate or cause the rehabilitation of the Heritage Buildings in accordance with this agreement, the Development Permit and the Conservation Plan (the “Rehabilitation Work”);
- (b) the Owner, at its expense, and to the satisfaction of the Director of Planning, will ensure that a Heritage Consultant supervises all heritage aspects of the Rehabilitation Work;
- (c) the Owner, at its expense, and to the satisfaction of the Director of Planning, will ensure that at all times during the carrying out of the Rehabilitation Work the Heritage Buildings are secure from occupation by squatters and vandalism;
- (d) at all times after this agreement is registered on title to the Lands, the Owner, at its expense, will keep the Heritage Buildings insured to their full replacement value against all perils, including, without limitation, damage or destruction by earthquake;
- (e) on completion of the Rehabilitation Work as required by this agreement, the Owner, at its expense, will cause a Heritage Consultant to submit to the Director of Planning, in form and content to his or her satisfaction, a signed statement stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan;
- (f) the Owner will not and will not suffer or permit any other person to in any way use or occupy either of the Heritage Buildings or the Addition or any part of any of them at anytime after the DP Date, unless and until:
  - (i) the City has issued an occupancy permit(s) for such building(s); and
  - (ii) the 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 that the 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 either of the Heritage Buildings or the Addition, or any part of any of them, until:
  - (i) the Rehabilitation Work has been completed;
  - (ii) the Owner, as required above herein, has submitted or caused to be submitted to the Director of Planning, in form and content to his or her satisfaction, a signed written statement prepared by a Heritage Consultant stating explicitly that the Rehabilitation Work has been completed in accordance with the Conservation Plan; and

- (iii) the City has given the Owner an written notice or confirmation by which the City explicitly accepts or confirms that the Rehabilitation Work has been completed;
- (h) after the Rehabilitation Work is completed, the Owner:
- (i) at its expense, and in accordance with the Conservation Plan and to the satisfaction of the Director of Planning, will at all times do all things reasonably necessary to conserve the Heritage Buildings as rehabilitated under this agreement and, in any event, to keep the Heritage Buildings in good condition in all respects as would a reasonable and prudent owner thereof;
  - (ii) will not do anything at anytime and will not suffer or permit anyone else to do anything at anytime that will renovate, alter or reconfigure the Heritage Buildings, or either of them, or any part of either of them, except as may be permitted by this agreement, the Development Permit, the Conservation Plan or any heritage alteration permit issued by the City; and
  - (iii) will not at any time and will not suffer or permit anyone else to at anytime do anything that will obscure, deface or remove any heritage related commemorative plaque the City, at its expense, may attach to the Heritage Buildings pursuant to the statutory right of way granted to it herein;
- (i) if at any time for any reason the Heritage Buildings are or either of them is damaged in any way or destroyed, the Owner, at its expense, and to the City's satisfaction, will repair or replace with a replica building(s) the damaged or destroyed Heritage Building(s), as the case may be, unless to do so would be uneconomical, in which case, and if for that reason the Owner wishes to demolish the damaged Heritage Building(s) or wishes not to replicate the destroyed Heritage Building(s), as the case may be, the Owner, at its expense, and in consultation with and to the satisfaction of the City, will prepare an economic analysis therefor, taking into consideration only land related economic factors, such as, for example, and without limitation, the estimated cost to repair or replicate the Heritage Building(s), as the case may be, and the anticipated market value of the repaired or replica Heritage Building(s), as the case may be, and the incentives given by the City for this agreement and the Heritage Designation designation, upon which analysis the City and the Owner, together, will determine whether in the circumstances it would be uneconomical to repair or replicate the Heritage Building(s), as the case may be, 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 costs of the 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 Heritage Building(s), as the case may be, then the City, at the Owner's expense, within a reasonable time of the Owner's request, and to the extent and as the City reasonably considers to be appropriate, will execute and deliver a modification or a partial or full discharge of this agreement to reflect such change in circumstance; and

- (j) the Owner acknowledges and agrees that, notwithstanding that this agreement and the 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 entering into this agreement and accepting the 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 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 Heritage Designation.

2.2 Notwithstanding the occupancy restrictions set out above in respect of the Heritage Buildings and the Addition, the City, in its discretion, may issue occupancy permits for them, or any of them, prior to the time that the Rehabilitation Work is completed in accordance herewith, if:

- (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 in respect of the Rehabilitation Work;
- (d) all legal requirements for occupancy permits for the Heritage Buildings and/or the Addition, as the case may be, have been fulfilled;
- (e) the Owner has provided to the City a letter of credit in the amount equal to one hundred and twenty percent (120%) of the then estimated cost to complete the Rehabilitation 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 Lands or any part of them; and
- (g) the City is satisfied that the Rehabilitation Work is being carried out diligently.

2.3 The City may revoke at anytime any occupancy permit(s) issued for the Heritage Buildings or the Addition or any of them prior to completion of the 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 any of the Heritage Buildings or the Addition vacates it or them, as the case may be, immediately on such revocation of occupancy permit(s), and if anyone continues



to occupy any portion of any such building 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 Heritage Building and/or Addition, as the case may be, is or are vacated and unoccupied in accordance with this agreement.

2.4 All letters of credit required by this agreement will be issued by a Schedule I Canadian chartered bank and will be unconditional, irrevocable and self-renewing and otherwise in a form and content which is acceptable to the City 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 Rehabilitation Work; or
- (d) the City undertakes all or any part of the Rehabilitation Work pursuant to this agreement.

2.6 If at anytime, in default under this agreement, the Owner fails to carry out the Rehabilitation Work or to conserve, repair or replace the Heritage Buildings 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.

### ARTICLE 3 STATUTORY RIGHT OF WAY

3.1 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 to install, maintain, repair and replace on the exterior of the Heritage Buildings, at the City's expense, and in consultation with the Owner as to location, a commemorative plaque regarding the Heritage Buildings and, 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.

3.2 The statutory right of way granted in this Article 3 is necessary for the operation and maintenance of the City's undertaking.

3.3 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.

#### ARTICLE 4 DEBTS OWED TO CITY

4.1 If the City, pursuant to this agreement, enters upon the Lands to carry out any of the Owner's obligation hereunder to carry out any of the Rehabilitation Work or to conserve or replace the Heritage Buildings:

- (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 rehabilitate, conserve or replace the Heritage Buildings, 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 5 EQUITABLE CHARGE

5.1 The Owner hereby grants to the City an equitable charge over the Lands, which charge will run with, charge and bind the Lands, for the payment of all sums (including all interest thereon) which may at any time be payable by the Owner to the City under the terms of this agreement or otherwise at law.

5.2 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 6 NOTICES

6.1 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:  
Association of Neighbourhood Houses of British Columbia  
2325 West 7<sup>th</sup> Avenue  
Vancouver, British Columbia  
V6K 1Y4

Attention: Executive Director, Kitsilano Neighbourhood House

- (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 should change, then to the address as set out in the State of Title Certificate for the Lands, 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 7 GENERAL

7.1 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.

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

7.3 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.

7.4 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.

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

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

END OF DOCUMENT

## EXPLANATION

Heritage Designation By-law  
Re: 2305 and 2325 West 7<sup>th</sup> Avenue

At a public hearing on December 14, 2010, Council approved a recommendation to designate the structure and exterior envelope, of the improvements and exterior building materials of the Hay House; and structure and exterior envelope of the improvements and exterior building materials, and brick wall portions, and doors and windows of St. George's Greek Orthodox Church, continued within the atrium space at 2305 West 7th Avenue and 2325 West 7<sup>th</sup> Avenue as protected heritage property. Enactment of the attached By-law will achieve the designation.

Director of Legal Services  
June 28, 2011

2305 and 2325 West 7<sup>th</sup> Avenue  
St. George's Greek Orthodox Church and  
The Hay 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 Hay House;	2305 and 2325 West 7 <sup>th</sup> Avenue Vancouver, B.C.	PID: 008-890-285 Lot 11 Block 282 District Lot 526 Plan 1058;
and		PID: 008-890-323 Lot 12 Block 282 District Lot 526 Plan 1058;
Structure and exterior envelope of the improvements and exterior building materials, and brick wall portions, and doors and windows of St. George's Greek Orthodox Church, continued within the atrium space of the addition as delineated in the attached Schedule A		and  PID: 008-890-366 Lot 13 Block 282 District Lot 526 Plan 1058

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*.

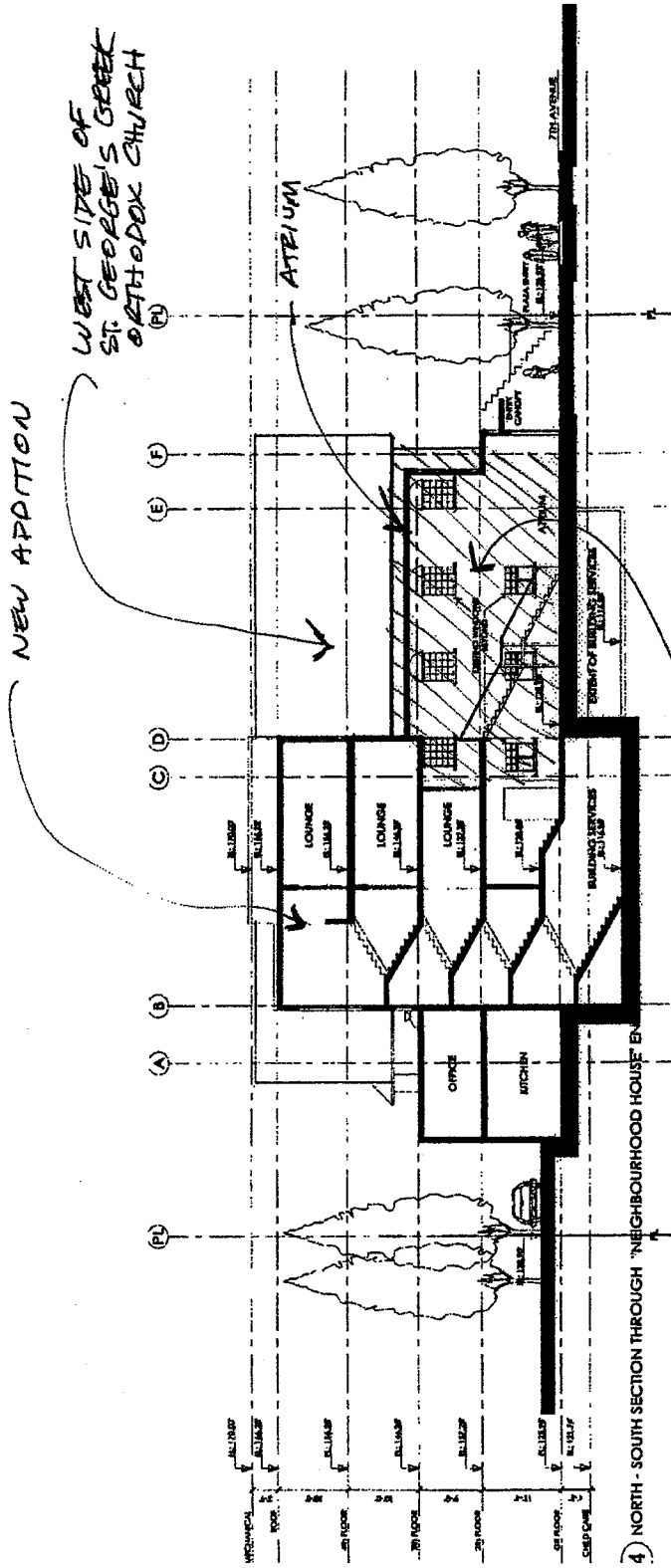
3. This By-law is to come into force and take effect on the date of its enactment.

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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

SCHEDULE A



EXTERIOR ENVELOPE & IMPROVEMENTS AND EXTERIOR BUILDING MATERIALS AND BRICK WALL PORTIONS WITHIN THE ATRIUM SPACE INDICATED WITH HATCHED LINES.

4) NORTH - SOUTH SECTION THROUGH NEIGHBOURHOOD HOUSE B



## EXPLANATION

**A By-law to amend the Zoning and Development By-law  
Re: 970 Union Street**

After the public hearing on October 6 and 8, 2009, Council resolved to amend the Zoning and Development By-law to create a CD-1 zone for 970 Union 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  
June 28, 2011

970 Union 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-615(b) attached as Schedule A to this By-law, and incorporates Schedule A into Schedule D to By-law No. 3575.

**Uses**

2.1 The description of the area shown within the heavy black outline on Schedule A is CD-1 (505).

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

- (a) Institutional Uses, limited to Community Care Facility - Class B; 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 4 490 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 floor space ratio must not exceed 1.70.

3.3 Computation of floor space ratio 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 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 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) 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, or
  - (ii) adjacent to a storey or half-storey with a ceiling height of less than 1.2 m;
- (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) amenity areas, including recreation facilities and meeting rooms, except that the total area excluded must not exceed 10% of the permitted floor space;
- (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, except that this clause does not apply to walls in existence prior to March 14, 2000; 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.

3.5 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%.

#### **Building height**

4. Building height must not exceed 11.7 m measured from base surface.

#### **Setbacks**

5. The setback of each building must be at least:

- (a) 5.50 m from the north property line;
- (b) 2.60 m from the south property line;
- (c) 6.00 m from the east property line; and
- (d) 3.00 m from the west property line.

#### **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 24.4 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 reduce 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 (505).

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 9.29 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 at least one:

- (a) parking space for each eight beds in the facility; and
- (b) Class B loading space.

### **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.

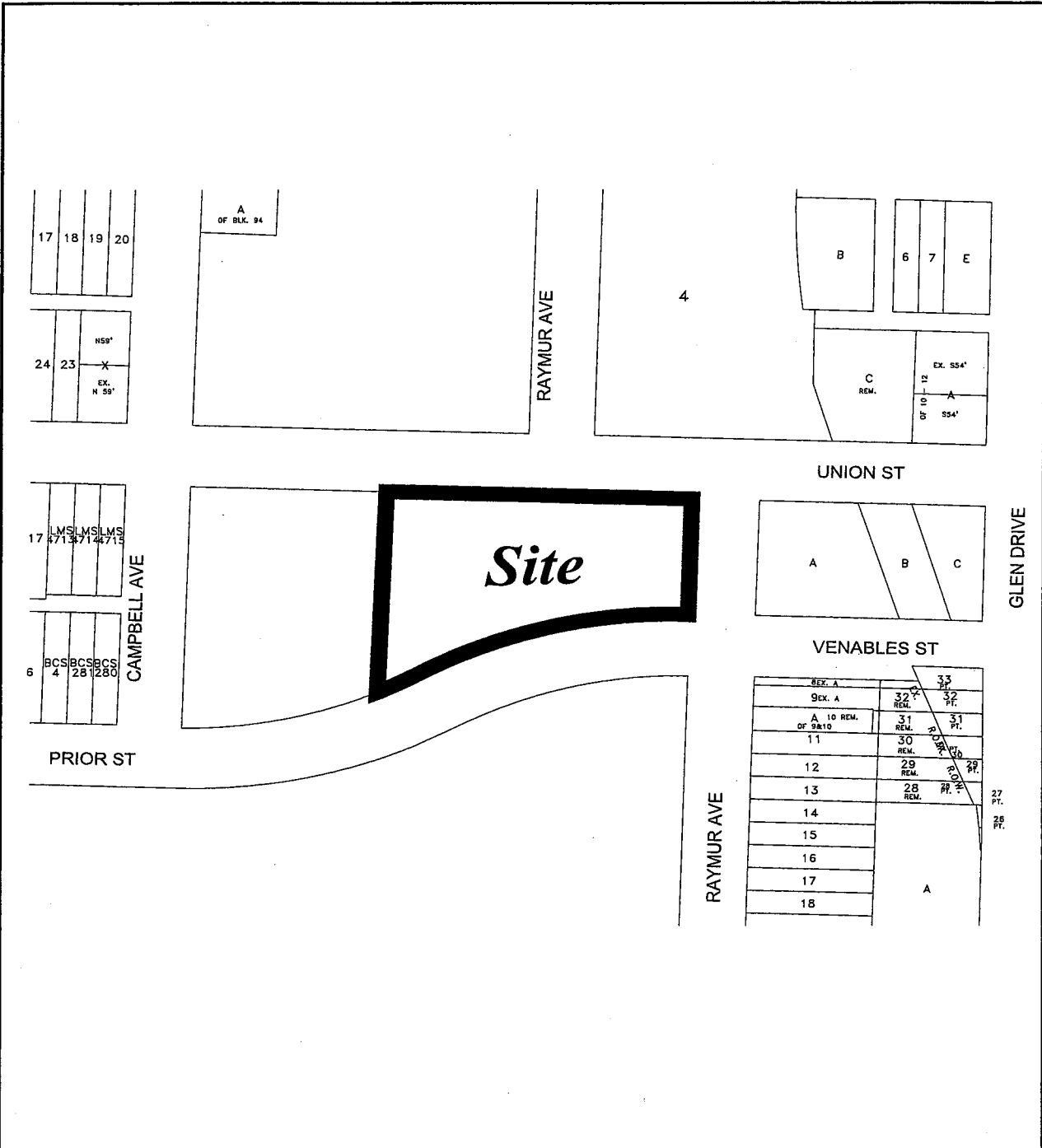
**Force and effect**

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

ENACTED by Council this \_\_\_\_\_ day of \_\_\_\_\_, 2011

\_\_\_\_\_  
Mayor

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



The property outlined in black ( **█** ) is rezoned:  
 From **RM-3A** to **CD-1**

**Z-615 (b)**

RZ - 970 Union Street

map: 1 of 1

scale: NTS



**City of Vancouver**

date: Sept. 2009

SEK. A	33	33
9CK. A	32	32
	REM.	PT.
A 10 REM.	31	31
OF 9&10	REM.	PT.
11	30	30
	REM.	PT.
12	29	29
	REM.	PT.
13	28	28
	REM.	PT.
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